



- Lanoka Harbor**
End of Bay Way, Lanoka Harbor, NJ 08734
P: (609) 242-2200 F: (609) 693-2365
- Lavallette**
3245 Highway 35 So., Lavallette, NJ 08735
P: (732) 793-7460 F: (732) 793-6827

2020 SLIP LICENSE AGREEMENT

April 15, 2020 to October 15, 2020

PERSONAL INFORMATION (Please complete ALL Sections):

| | | | | |
|--------------------|------------------------|------------------------|------------------|------|
| NAME | | | | SLIP |
| STREET ADDRESS | | | CITY, STATE, ZIP | |
| TELEPHONE # (Home) | TELEPHONE # (Cellular) | TELEPHONE # (Business) | E-MAIL | |

BOAT INFORMATION:

| | | | | | |
|---|--------|----------------|---------|-------|----------------|
| MAKE: | MODEL: | YEAR: | LENGTH: | BEAM: | HULL MATERIAL: |
| REG #: | | NAME (if any): | | | |
| REQUESTED LOCATION: North Central | | | | | |

TERMS OF CONTRACT:

Total Dollar Amount \$ _____

- 1. Discount if applicable..... \$ _____
 - 2. Sea Tow Yearly Membership: \$109.00..... \$ _____
- Adjusted Total Due \$** _____
- 3. 50% Deposit on or before October 15, 2019..... \$ _____
 - 4. Balance due on or before March 1, 2020..... \$ _____

- 5. If Minimum Deposit is not received by October 15, 2019 you will forfeit your slip reservation and Ocean Beach Marine Centers will rent the slip on a first-come, first-serve basis.
- 6. Copy of insurance certificate and Boat registration must be supplied with signed contract.**
- 7. Acceptance of this agreement is contingent upon full payment of all prior obligations.
- 8. Ocean Beach Marine Centers reserves the right to refuse slip rental to any customer based on the appearances and condition of the vessel.

Note: The dates listed above are not negotiable; payment must be received by Ocean Beach Marine Centers no later than the dates specified.

Terms and Scope

Subject to all terms and conditions contained herein, OBM hereby grants the Boat Owner the non-exclusive right to moor his or her boat in Slip Number _____ at the above requested location beginning April 15, 2020 and ending October 15, 2020. Boat Owner shall use the marina facilities for reasonable and typical boating activities. I further understand it is my responsibility to read and abide by the rules and regulations listed on pages 2 and 3 of this agreement.

Customer Signature: _____

This Section is Reserved for Ocean Beach Marine Centers Office

Name: _____

Accepted O.B.M.C. _____

Slip # _____

Ocean Beach Marine Centers

Terms and Conditions

1. Live-Aboard's -OBM does not permit any Live Aboards without prior written approval from Management. A live-aboard is defined as a customer who resides on a boat for any consecutive period of 8 nights or 12 or more days in any day 30 period. Live-aboards will be charged a fee in addition to any other contract amount.
2. Limits of Liability
 - 2.1 OBM shall not be liable or responsible for any injury, personal injury, damage or loss (including death) of any kind to any person including the Boat Owner, Boat Owners family members, guests, agents or invitees, whether caused by negligence of, or the acts or omission of OBM, its officers, agents or employees, or any other cause whatsoever, excepting only gross negligence and intentional acts.
 - 2.2 OBM shall not be liable or responsible for any property damage or loss of any kind to any person including the Boat Owner, Boat Owners family members, guests, agents or invitees, whether caused by negligence of, or the acts or omission of OBM, its officers, agents or employees, or any other cause whatsoever, excepting only gross negligence and intentional acts.
 - 2.3 Boat Owner for himself and assigns hereby knowingly, irrevocably and expressly waives any and all rights and/or subrogate cause of action and/or claims that Boat Owner may have against OBM and its officers, employees, agents, successors and assigns and covenants and guarantees to them that Boat Owner shall not make such assignment (s). This provision is and is intended by the parties to be a waiver of subrogation clause and/or right to assign causes of action or claims Boat Owner may have against OBM its officers, agents, employees and successors.
3. Liability Insurance - The Boat Owner is responsible for carrying adequate liability insurance on the vessel to cover damage that the vessel may do to property belonging to OBM or to other slip customers. No vessel will be allowed in the marina without adequate insurance. OBM reserves the right to demand proof of insurance.
4. Indemnification - Boat Owner agrees to defend, indemnify and hold harmless OBM, its managers, agents and assigns for any and all claims, damages, losses, demands, causes of actions or liabilities of any kind, including attorneys fees, for personal injuries, including death, damage to property arising out of the use by Boat Owner (including boat owners family, employees, agents, guests or invitees including business invitees) of the vessel, or the mooring of the Vessel by Boat Owner.
5. No Warranties- Boat Owner shall license the slip from OBM in its "as is" condition.
6. Sunken Vessel - In the event that Boat Owners vessel sinks in its slip or within the marina grounds, Boat Owner will commence salvage activities within 24 hours notice by OBM that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give OBM the right to salvage the vessel and Boat Owner shall reimburse OBM for all expenses incurred in the salvaging or attempted salvaging of the vessel.
7. Removal of Vessel upon Termination - Upon termination for any reason or expiration of this license agreement, Boat Owner shall remove the vessel from marina property within two (2) days notice.
8. Non-transferability - Boat Owner shall not assign, transfer, sublet or permit the use of assigned space to any other party without written consent of OBM.
9. Termination of Contract - Any failure by Boat Owner to comply with each said terms shall constitute a default by Boat Owner and shall give OBM the right at its option to terminate this Agreement and any license Boat Owner may have hereunder. Boat Owner additionally agrees that OBM may terminate, change or modify this Agreement at any time and for any reason. This Agreement constitutes a revocable license. If upon termination the Boat Owner refuses to vacate the slip or dock space, the Boat Owner agrees that OBM may haul the vessel and retain possession of the vessel until all outstanding balances, including fees for the hauling and storage related to collection, have been satisfied.
10. Moorage is "At your own Risk" - OBM does not assume any responsibility for fire, theft, or damage incurred by vandalism, riot, civil disorder, Act of God (including but not limited to damage caused by storms), or any other reason; to any boar or other personal property within the limits of the marinas boundaries in the water or on land.
11. No Landlord/Tenant Relationship Created - Nothing in this Agreement shall be interpreted as to create a Landlord/Tenant relationship. This Agreement is a revocable license and Boat Owner acknowledges and agrees that it does not grant any interest in real property of any kind.
12. Miscellaneous Provisions
 - 12.1 Noise should be kept to a minimum at all times - especially between 10PM and 7Am. Please be courteous to your neighbors.
 - 12.2 Use of bicycles, scooters, skateboards and motorized vehicles are strictly prohibited on the docks and piers.
 - 12.3 It is the sole responsibility of the Boat Owner to secure their boat to pilings and piers. All boats must be secured as to not cause damage to surrounding property.
 - 12.4 In the event of a storm or other natural disaster, OBM requires all boat owners to add additional lines needed to secure their vessel sufficient to weather the storm.
 - 12.5 Due to limited parking available for our guests, no trailer may be stored on OBM property.
 - 12.6 Pets are permitted as long as they do not disturb other customers. Pets must be leashed at all times (Please remember that no matter how friendly you think your pet is not all of our customers necessarily share your same feelings). The town ordinance for waste removal by owner must be observed.

Ocean Beach Marine Centers

Terms and Conditions

- 12.7 Refuse and garbage is not to be thrown overboard, but is to be placed in the containers provided. Oil, inflammables and oily bilges may not be discharged into marina waters (subject to \$5,000 fine).
- 12.8 Laundering and drying of laundry on docks, finger piers, decks or rigging is not permitted.
- 12.9 All guests must observe and obey all signs posted on marina property. They are provided for maximum safety and convenience.
- 12.10 No running on property. Children are to be supervised by an adult at all times.
- 12.11 The extent of boat repairs and maintenance at dockside is at the discretion of the management. Generally, major repairs are not allowed.
- 12.12 Docks are to be kept clear at all times, storage of loose gear is not permitted. Hoses and power cords should not cross docks.
- 12.13 The placing of carpet on docks or finger pier is permissible; however, OBM reserves the right to remove any carpet permanently affixed to docks or pilings.
- 12.14 The installation of items such as poles, hooks, etc., must have approval of the management.
- 12.15 Advertising signs are prohibited (this includes "For Sale" signs). OBM does not allow solicitation of business or sale of merchandise by any guest, no exceptions.
- 12.16 Marine toilets with any type of overboard discharge are strictly prohibited from discharging in the marina. Portable toilets and holdings tanks must be emptied through approved pumping station only. OBM offers an approved Pump-out facility at our fuel dock.
- 12.17 Rules of the Road and Navigation Laws of the United States apply to all vessels in or approaching OBM. Please note all waters in and around the marina are designated as NO WAKE ZONES.
- 12.18 Guests leaving for an extended cruise (one week or more) should notify the manager so proper arrangements can be made to have your slip clear upon return. OBM reserves the right to rent all slips when they are vacant.
- 12.19 OBM reserves the right to hold slips for its own use regardless of any previous rental.
- 12.20 No refunds will be made after April 1st. A 10% cancellation fee will be assessed before April 1st.
- 12.21 NO OPEN FIRES of any kind, including charcoal fires, will be allowed anywhere on the marinas property including the dock, or on the vessel while moored in a slip at the marina. Cooking aboard boat is permitted if alcohol, electric, propane or CNG gas stoves are used.
- 12.22 OBM does not guarantee that electrical service shall be continuous.
- 12.23 OBM reserves the right to refuse moorage to any customer based on the appearance and condition of the vessel.