

DATE: \_\_\_\_\_



MARINA

**MERCURY**

Outboards ◦ Service ◦ MerCruiser

FULL MAINTENANCE AND SERVICE

1410 OCEAN AVE, SEA BRIGHT, NJ 07760

PH (732) 842-3700 FX (732) 842-7618

**APPLICATION AND CONTRACT FOR SUMMER CRADLE STORAGE  
FOR PERIOD 04/15/11 TO 10/15/11**

NAME:	YEARLY @ 130.00/ft	
ADDRESS:	YEARLY (Pd.Qtrly) @ 145.00/ft	
	YEARLY CRADLE/T-TOP @ 150.00/ft	
HOME PHONE:	YEARLY CRADLE/T-TOP (Pd.Qtrly) @ 165.00/ft	
BUS. PHONE:	SUMMER @102.00/ft.	
NAME OF BOAT:	SUMMER CRADLE/T-TOP @ 122.00/ft	
MAKE:      YEAR:      BEAM:	LENGTH:                      X                      =	
NJ REG.#:		
TOTAL STORAGE CHARGE:		

- PAYMENT IN FULL REQUIRED WITH APPLICATION.**
- All unpaid invoices (both storage and service invoices) more than 30 days past due will be subject to a Finance Charge of 1 ½% per month which is an 18% annual rate.
- Rack spaces are assigned to the holder of a permit for a particular boat. No other boat may occupy the rack space assigned.
- Storage fee includes one launch and one haul out when required, but not more than once per day. Bottom wash when boat is hauled. Electricity and water consumed while boat is in the water at the Marina, but no other services.
- All boats occupying berths shall be secured correctly with lines approved by the Marina. Any condition aboard or around a boat declared a fire hazard, in the judgment of Navesink Marina, shall be removed by the owner to the satisfaction of Navesink Marina.
- The racks are in a restricted area and no climbing on the structure will be allowed. If access to a boat on an upper level is required, it will be brought down to ground level. See paragraph 17. Any motor vehicles parked in the restricted area will be towed at owner's expense.
- The owner of any vessel using the Marina shall be responsible for the conduct of all persons using, visiting or occupying such vessel.
- Boat owners shall not store supplies, materials, accessories or debris on any walkways or docks and shall not construct thereon any lockers, chests, cabinets or similar structures. Painting, scraping or repairing of gear shall not be permitted on the docks.
- Garbage must be deposited in separate recycling containers in accordance with State and Local law.
- Boats sold while kept at Navesink Marina should be listed with and sold through Navesink Marina or its designated agent. The standard 10% commission will apply.
- THE GRANTING OF DOCKAGE HEREUNDER IS WITH THE DISTINCT UNDERSTANDING AND THE APPLICANT HEREBY AGREES, THAT NAVESINK MARINA ASSUMES NO RESPONSIBILITY WHATSOEVER, AND IS NOT LIABLE FOR PERSONAL INJURIES SUSTAINED BY THE APPLICANT OR ANY OF THE APPLICANT'S GUESTS ON ANY PART OF THE MARINA PROPERTY, AND ASSUMES NO RESPONSIBILITY AND IS NOT LIABLE FOR THE SAFETY OF ANY VESSEL STORED, WET OR DRY, AT THE MARINA, AND WILL NOT BE LIABLE FOR FIRE, THEFT, ICE DAMAGE, OR DAMAGES TO SAID VESSEL, ITS EQUIPMENT, OF ANY PROPERTY IN OR ON SAID VESSEL, ON MARINA PROPERTY, HOWEVER ARISING, RESERVING TO THE NAVESINK MARINA THE RIGHT TO ASSUME CONTROL AND CHARGE OF ANY VESSEL FOR THE PROTECTION OF LIFE AND PROPERTY UNDER ABNORMAL CONDITIONS OR DURING CATASTROPHIES, NO INSURANCE OF ANY KIND IS CARRIED BY THE MARINA ON BOATS OR EQUIPMENT.

Signature for paragraph 11 \_\_\_\_\_

- The vessel covered by this storage contract must be removed from Navesink Marina upon expiration of contract. If the vessel remains stored at Navesink Marina, the owner must complete an application and contract for the new storage period. In the absence of such contract, the vessel will be considered transient, and the per diem rate will be charged for the period the vessel remains at Navesink Marina.
- Advertising or soliciting shall not be permitted on any boats within the yacht basin or upon the Marina facility.
- No laundry shall be hung on any boats, docks or piers and no For Sale signs or other signs shall be put on boats without the express written consent of the Marina.
- Employees of the Marina starting or operating boats at the request of any boat owner, or at the request of the agent, employee or guest of any boat owner, shall be considered as acting as the agent of the boat owner. The Marina assumes no liability or responsibility for the action of its employees, or any loss of, or damage to, any property resulting there from.
- No waste of water or electricity shall be tolerated.
- No bicycles or motor vehicle of any kind shall be permitted on any pier.
- All dogs must be leashed at all times.
- NO ONE WILL BE PERMITTED TO WORK ON ANY BOAT WITHOUT CONSENT OF THE MANAGEMENT OF NAVESINK MARINA. OUTSIDE VENDORS MUST SHOW PROOF OF INSURANCE COVERAGE BEFORE PROCEEDING WITH ANY WORK. NO OUTSIDE MECHANICS WILL BE ALLOWED.
- No person shall operate a boat within the Marina except at idle speed. No person or persons shall operate a boat in a manner, which endangers other craft in the Marina or the life or limb of any person upon such craft.
- No person or persons shall operate a motor vehicle in excess of the speed of five (5) miles per hour and shall abide by any and all parking rules and regulations of the Navesink Marina.
- THE OWNER AGREES THAT ALL CHARGES ACCRUING UNDER THE TERMS OF THIS APPLICATION AND AGREEMENT SHALL CONSTITUTE A VALID LIEN UPON THE BOAT AND THE NAVESINK MARINA MAY RETAIN POSSESSION OF SAID BOAT UNTIL ALL CHARGES ARE FULLY PAID OR UPON TEN (10) DAYS NOTICE TO THE OWNER MAY PROCEED WITH SUCH ACTION AS MAY BE NECESSARY TO ENFORCE THE PAYMENT OF ALL CHARGES DUE.
- Rest rooms are provided by the Marina and your cooperation is requested in keeping them in a neat & clean condition. Boat owners with children are particularly requested to take note of this item. Known violators will be evicted from the Marina without any refund of storage fees.

The applicant has read and agrees to carry out and abide by all the Rules and Regulations of NAVESINK MARINA herein above set forth, and such other Rules and Regulations as may be enacted. Any violation of any of the foregoing Rules and Regulations shall result in the revocation of storage privileges, the forfeiture of storage fees paid and the right on the part of NAVESINK MARINA of removing any and all persons from the property of NAVESINK MARINA.

ACCEPTED:

BOAT OWNERS SIGNATURE \_\_\_\_\_

FOR NAVESINK MARINA \_\_\_\_\_