



Bunker's Marina
on Post Creek

2020 Rental Agreement for Dockage Slips

This agreement is made between **Bunker's Marina on Post Creek, 745 West Montgomery Ave. Wildwood NJ. 08260 (Formerly Montgomery Pointe Marina)** and the undersigned vessel and owner.

Please print all required information for each boat or personal watercraft.

Contract term is April 1, 2020 - October 1, 2020.

- To secure a slip a **\$500 deposit due no later than March 1st, 2020.** Balance is due May 1st, 2020 whether you have moored your vessel or not. 50% of deposit will be returned if you wish to forfeit your slip.

Please make checks payable to: Michael Coombe Send payment to 986 Meadowview lane. West Chester PA 19382

Contract term is April 1st, 2020- October 1st, 2020

OWNER INFO

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

BOAT

Make _____ Model _____ Year _____

Color _____ Type _____

Overall Length _____ Beam _____ Reg.# _____

Boat Name _____

Insurance Company _____ Policy# _____

In consideration of the rental of a boat slip/Wave runner float at Bunker's Marina, hereinafter referred to as "Marina" and the owner or possessor of the boat referred to herein agrees as follows:

1. **PAYMENT:** All payment will be due on or before May 1st herein and if not paid, the Agreement shall be void and monies received shall be forfeited. Boats or watercraft still Moored or docked after October 1st, 2020 will be billed in 14-day blocks at \$50 per block. Blocks will not be pro-rated Payments are expected on the 1st day, 15th day, 29th day etc.
2. **USE OF SPACE:** The space shall be used for the mooring or docking of the Owner's boat. The Owner shall supply his own lines or other means of securing the boat and will be responsible for tying up his boat so as not to damage other boats or property including the dock. In the event of a storm, the Owner will be billed for work necessary to secure his boat. Owner shall keep the space free of debris. Such space is used at the sole risk of the boat owner. Bunker's Marina, Herein, referred to as Marina, shall not be responsible for any personal injuries or property damage of any nature caused or permitted to occur by or to the above-named vessel or the owner thereof, or his, her, their and/or it's agents, servants, employees, masters, crew, guests, passengers, invitees or licensees. Marina shall not be responsible for the safety or security of the boat, including gear, equipment or contacts, or for damage or loss thereto on account of fire, theft, pilferage, vandalism, collision, explosion, windstorms, flood, lightening, or other casualty of cause whatsoever. Owner agrees to and shall indemnify and hold harmless Marina against all claims, actions, proceedings, damages and liabilities brought against Marina including attorney's fees, arising from, concerning or caused by owner's possession and use of said vehicle or space or any other part of the marine and recreational facilities including, but not limited to the use of the bathhouse.
3. **INSURANCE:** Owner agrees to maintain a policy of marine insurance for and upon the above-described vessel, which insurance shall include personal injury/property damage/environmental spill liability in an amount of not less than \$300,000.00. Proof that said insurance coverage shall be presented to Marina prior to mooring vessel
4. **SUBLEASE:** This agreement may not be assigned or transferred by owner, nor may owner sublet dock space without prior written approval of Marina. Space is leased to owner for occupancy only by and for the vessel described. Marina reserves the right to permit vessels other than that of owner to occupy space if same is vacant, and to retain any fees collected therefrom. The boat owner shall notify Marina office if their slip will be vacant for more than 3 days.
5. **NON-PERMITTED USES:** The Owner shall conduct no residential or commercial activity without written consent of Marina. No advertising or soliciting is permitted on a boat in the Marina. The display of "FOR SALE" signs on the boat is permitted. No maintenance shall be performed in the rented space without the written consent of the Marina, except as such minor or routine maintenance as would be normally performed by an Owner. The Owner shall be responsible for the conduct of all guests or other invited on his boat or the premises of the Marina. No loud or offensive language is permitted.
6. **LIEN:** The Marina shall have a lien against the Owner boat, it's appurtenances and contents for any unpaid rent under this Agreement or for other services contracted by Owner or for damage caused by the Owner or Owner's boat to any property of the Marina.
7. **WAIVER OF RESPONSIBILITY:** The Marina assumes no responsibility for the safety of the boat or its contents. The Owner agrees that the Marina shall not be responsible for any damage or loss to the boat. The Owner assumes responsibility for any loss to the boat or its contents whether by theft, damage by fire, or the elements or act by any person over whom the Marina has no control.
8. **NO LEASHOLD CREATED:** It is understood by the parties that this Agreement does not create a residential lease. The fact that a boat may have an incidental use for eating and sleeping, should not be construed in any fashion as creating a residential lease.
9. **OWNER RESPONSIBILITY:** The Owner shall be responsible for all damage cause by his boat to the property of the Marina or others. The Owner shall use his assigned space as his own risk. The Owner shall create no unsafe condition which could cause damage to either a person or property. The Owner is responsible for all contents of his boat. The Owner is responsible for

keeping his mooring lines, fenders or bumpers in good repair to ensure boat is secured properly. The vessel shall be kept in good operational condition.

10. RULES AND REGULATIONS: The Owner shall comply with all Rules and Regulations of the Marina hereto or posed on the premises. In addition to any other Rules and Regulations, the Owner shall not operate or allow his boat to be operated in a careless or reckless manner.

11. TERMINATION: This Agreement may be terminated by the Marina, in its sole discretion, for the following reasons: a. Any violation by the Owner of the Rules and Regulations of the Marina: b. Any breach of any covenant of this lease: c. The expiration of the term of this Agreement. The Marina may notify the Owner to case any violation prior to exercising its discretion to terminate this Agreement. In the event of termination, the boat shall be considered abandoned if not removed from the Marina premises. The Marina may take all necessary steps to remove the boat from its dock and store same. All costs of removal and storage shall be considered as additional rent under the terms of this Agreement. In the event the Marina shall have to resort to litigation to enforce any provisions of this Agreement, the Owner agrees to be responsible for the Marina's attorney's fees and cost of suit.

12. POWER, WATER: Normal usage of electric power and water is part of this Agreement. Any abusive use of electric power and water may be billed to the Owner. AC must be turned off when vessel is not occupied. Bunker's may, at its preference and convenience, shut power and water down for the season on November 1st

13. TRASH: It is the Owner's responsibility to use the Marina's designated trash receptacles. The Owner must remove any hazardous materials from the Marina premises.

14. TRAILERS, : No boat trailer storage is permitted unless written approval and payment is obtained by the Marina.

15. FUEL SAFETY: Fueling of any boat or watercraft with portable means (container) on docks or marina premises is strictly prohibited.

16. MISCELLANEOUS: a. The Owner agrees to have a working automatic bilge pump on the boat. In the event of an emergency or circumstances that may require immediate action, the Marina may enter Owner's boat to do anything it deems necessary in its sole discretion to prevent damage to the Owner's boat or the Marina premises. Any charges incurred by the Marina to carry out the provisions of this paragraph, shall be billed to the Owner. b. No modifications shall be made to the Marina by the Owner. c. No grills/barbeque will be allowed on docks. You may use a propane grill on your boat; however, you will be solely responsible for any damage that may occur to any other boats or docks if an accident were to occur. d. Any bills submitted to the Owner, other than the rent specified in Paragraph 1, shall be paid in 30 days of the billing date or this Agreement will be terminated by the Marina. e. This Agreement expresses the entire understanding of the parties and no modifications of this Agreement shall be made unless in writing and signed by the parties hereto. f. Shore Power through the Marina is GFI protected. This now code in the State of New Jersey. Owners understand that they are not to switch their GFI breakers with standard breakers and if they do so, and damage or injuries that may occur as a result, will be solely the responsibility of the Owner. g. Please be sure yourself, your children, and your guest use common courtesy throughout the Marina, including the Marina bathrooms/shower area. Do not flush any paper towels in the toilets, and please keep the restrooms as neat as possible.

Please sign and return contract with payment. Proof of insurance is **mandatory**. This is required prior to occupying your slip.

Boat Owner _____ Date _____

Bunkers's Marina _____ Date _____

BOAT SLIP RATES

Rates below are for 8.5' beams or less. Boats with wider beams that prohibit double slips from being shared with another boat will be surcharged an additional \$500.

SOUTH SIDE:

South side has twelve wide slips numbered from left to right. This is opposite of last year.
\$1950 OR \$100/foot.

NORTH SIDE:

Slips 1-12 before the bend.
\$1850 or \$85/foot. The greater of the two.

Trailer storage \$300

WAVERUNNER FLOATS

SOUTH SIDE:

\$850

NORTHSIDE

\$850

KAYAK OR PADDLEBOARD STORAGE

\$35/week

\$125/ season

To be completed by Marina Staff

Dock NORTH _____ SOUTH _____ Slip # _____ Electric Hookup Needed _____

Boat beam _____ Boat Length _____ Total charge _____