

# **BUNKERS MARINA ON POST CREEK**

## **2021 Rental Agreement for Dockage Slips**

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

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

**Contract term is April 30, 2021 - October 30, 2021**

Please fill out this form. To secure a slip a \$500 deposit due no later than Feb 14, 2021. Balance is due May 1st, 2021. Failure to pay full Balance by due date will result in forfeiture of deposit and open slip for new booking. Vessel may not be moored without full payment.

Please make checks payable to: **Bunkers Marina 745 West Montgomery Ave. Wildwood, NJ 08260**

### **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# \_\_\_\_\_

Insurance expiration \_\_\_\_\_ Insurance phone # \_\_\_\_\_

**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 April 30<sup>th</sup> 2021 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 30<sup>th</sup> 2021 will be billed in 14-day blocks at \$50 per block. Blocks will not be pro-rated. Owners will be billed on the 1<sup>st</sup> day, 15<sup>th</sup> day, 29<sup>th</sup> 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, wind storms, 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 is in force shall be in the form a Certificate of Insurance and shall be presented to Marina prior to occupancy.
4. **SUBLEASE:** This agreement may not be assigned or transferred by owner, nor may owner sublet dock slip. Slip 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. 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 others 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, DOCK BOXES: No boat trailer storage is permitted unless written approval is obtained by the Marina. The Owner is to provide his own dock box, if desired. The Marina must approve all dock boxes and locations. All dock boxes must be maintained in good condition. Due to the width of our docks, dock boxes **must not exceed 18" back to front.**

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. 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 **mandatory**. This is required prior to occupying your slip.

Boat Owner \_\_\_\_\_ Date \_\_\_\_\_

***TO BE COMPLETED BY MARINA STAFF UPON VISUAL INSPECTION***

Boat Make: \_\_\_\_\_ Model: \_\_\_\_\_ Reg #: \_\_\_\_\_

Boat length: \_\_\_\_\_ Beam: \_\_\_\_\_ Slip #: \_\_\_\_\_

Insurance co. \_\_\_\_\_ Ins. expiration: \_\_\_\_\_ Slip Charge: \_\_\_\_\_

# SLIP RATES

## SEASONAL BOAT SLIP

### Up to 8.5' beam:

**\$85 per foot or minimum \$1850.00. The greater of the two.**

### Up to 12' beam:

**\$100 per foot or minimum \$2000. The greater of the two.**

### Minnow traps, Crab Traps, Bait Boxes etc.

**If you wish to utilize or "tie off" one off the above or similar, there will be a required \$100.00 deposit due to marina. This will be returned when item is removed at end of season.**

## SEASONAL WAVE RUNNER SLIP

### 12.5' EZ DOCK

**\$950.00**

### 14' EZ DOCK MAX 2i's

**\$1100.00**

## KAYAK AND PADDLEBOARD STORAGE

**\$35/ week**

**\$150.00/ season**

## TRAILER STORAGE

**\$300.00/ Season**