



2608 S. Bayview Drive  
Strathmere, New Jersey 08248  
609-263-6093  
Cell: 609-231-1766 / 231-9421

DOCKAGE AGREEMENT

Owner _____	Slip # _____
Address _____	Summer Residence Phone _____
_____	Business Phone _____
Name of Boat _____	Winter Resident Phone _____
Year _____	Cell Phone _____
Reg. # _____	E-mail Address _____
Length _____	Season _____
Bow Pulpit _____	Charge _____
	(May 1 thru Oct 1)
Swim Platform _____	Insurance Co _____
Outboard / I.O. _____	Policy # _____
Length overall _____	
Reservation Deposit _____	
Due October 1 <sup>st</sup> - \$300.00 (Non Refundable)	Balance Due March 1st _____

WELCOME

IT IS OUR DESIRE TO MAKE YOUR VISIT WITH US A PLEASANT ONE. IN THIS RESPECT WE DRAW YOUR ATTENTION TO OUR RULES, REGULATIONS AND RENTAL AGREEMENT WHICH GOVERN OUR OPERATION.

RENTAL AGREEMENT, RULES AND REGULATIONS

PLEASE READ BOTH SIDES OF THIS AGREEMENT BEFORE SIGNING.

(Owner's Signature)

Date

By: Whale Creek Marina

Whale Creek Marina ("Marina") hereby leases to Owner, the slip and / or other items, on the terms and conditions hereafter set forth.

- 1) For the purposes of this agreement, the term "Owner" shall include the actual registered owner of the yacht, members of his family, guests, outside labor, agents, or other persons using the yacht.
- 2) The Owner shall abide by the rules and regulations now and hereafter in force as promulgated by the Marina and as from time to time posted at the marina.
- 3) The parties hereto agree that neither the Marina nor any agent, servant or employee of the Marina shall be liable for any loss, damage or personal injury to the person or property of the Owner, including the boat, its inventory and equipment, nor to the Owner using the marina, whether such loss, damage or personal injury be occasioned by fire, theft, Act of God or any other cause or condition. Owner hereby agrees to indemnify and save harmless the Marina, its agents, servants and employees from or against any claim arising from the maintenance, use and operation of his boat in the marina areas or the use by the Owner of the marina facilities and hereby agrees to assume full responsibility for personal injury and property damage arising out of the maintenance, use and operation of his boat in the marina area occasioned to the Owner through the use of the marina facilities. It is understood that both the Marina and the Owner have insurance with respect to their responsibilities hereunder, Boat owner represents that he carries a minimum of \$100,000.00 liability insurance. Whale Creek Marina to be named additional insured.
- 4) This agreement is for the use of the pier space only and such space is to be used at the sole risk of Owner. Marina shall not be liable for the care or protection of the vessel, her gear, equipment or contents, or for any loss or damage of whatever kind or nature to the vessel, her contents, gear or equipment howsoever occasioned. Marina makes no warranty of any kind as to the condition of the piers, walks, wharfs, gangways, or mooring gear and equipment, nor shall Marina be liable for injuries to the person or property of Owner, his agents, employees or guests from any cause or circumstance.

- 5) The Marina at its option may terminate this agreement at any time, if in its sole judgment the Owner does not adhere to the rules and regulations of the Marina or conducts himself in a manner detrimental to the Marina or the other yacht owners. In addition, upon default by the Owner of any of the terms and conditions hereof, which shall include non-payment of rent or other charges, or other defaults, the Marina at its option may declare this agreement to be in default and shall have all rights and remedies available under the laws of the State of New Jersey to recover possessions, evict, repel, recover unpaid rent, and this contract shall become terminated without refund to the Owner. Upon termination, the yacht and all personal property must be removed from the premises within 24 hours. It is agreed that the Marina, at its option, may remove the yacht to another yard for storage. The Marina will have a lien on the yacht if money is owed and may lawfully retain the yacht until all claims are settled. In either event, regular transient rate will be charged. The Owner agrees to pay for any and all expenses, including court costs, and attorney's fees in the event any action is necessary to enforce any terms or conditions of this contract.
- 6) This contract may not be assigned by the Owner and the property leased hereunder may not be sublet. If the yacht is sold, the agreement is automatically terminated and the same provisions for removal apply as outlined above, unless a new rental agreement has been agreed to, signed and paid in full by the new owner.
- 7) Chartering or soliciting for charter or sale is not permitted from the premises.
- 8) The Marina reserves the right to use the leased property hereunder when not occupied by the Owner at the Marina's own profit and without adjustment in the seasonal rent.
- 9) The Marina reserves the right to board and / or move the Owner's yacht if, in its sole judgment, this becomes necessary.
- 10) The Marina reserves the right to assign slips according to yacht length and beam.
- 11) The Marina reserves the right to properly rig and bill the Owner, if he fails to meet specified docking requirements. (minimum requirements – 3 lines – ½ " nylon line).
- 12)\* The balance due for the seasonal slip rental is due and payable on **March 1<sup>st</sup>**.
- 13) Season's length: May 1<sup>st</sup> through October 1<sup>st</sup>. Marina may grant an extended season to its boaters, weather permitting. Extensions will be granted on an individual basis. If extension is not granted, boats remaining in the marina beyond October 1<sup>st</sup> will be charged on a daily transient basis. Boats arriving prior to May 1<sup>st</sup> will be charged on a daily transient basis.
- 14) The running of engines is permitted for warm-up purposes only (5 – 10 minutes). All must adhere to this restriction particularly during the early morning hours.
- 15) The marina designated parking areas are for boat owners' vehicles only and are the only areas for boat owners to park. No boat maintenance, power washing, fiber glassing shall be permitted on premises.
- 16) All docks, finger piers, and parking areas are to be kept clear of gear and accessories.
- 17) No swimming, fishing, or crabbing permitted off the docks, bulkheads and other boats in the Marina, unless authorized by the Marina.
- 18) No sanding, scraping or painting of gear on finger piers, docks or Marina property.
- 19) Water faucets located throughout the Marina are for all to use for boat washing and tank fill. No lessee has exclusive use of a faucet. Hoses must be hung on hangers provided or kept on boat. Hoses must be shut off when not in use. The washing of automobiles is prohibited.
- 20) Rest rooms are for Marina tenants only.
- 21) Trash must be placed in plastic bags, tied, and deposited in the containers provided. Recyclables should be placed in their proper containers provided. Nothing shall be thrown in the water or on the grounds.
- 22) No used oil, concrete, batteries, boat parts, etc. should be left on Marina premises.
- 23) Fish must be cleaned at designated areas only and remains deposited as per Marina rules. Nothing shall be thrown in the water, unless authorized by Marina.
- 24) No fuel is to be stored or carried on docks. All fueling must be done at fuel dock. No exceptions.
- 25) The use of boat toilets is **Absolutely Prohibited**. This is New Jersey State law. All facilities are provided ashore.
- 26) The final acceptance of any boat for a slip shall rest entirely with Marina management.
- 27) **All bills must be paid** in full before boat is removed from the marina.
- 28) Absolutely no Hibachis, grills, fires, or stoves are allowed on docks, fingers, or grounds of the Marina, boat and / or boats.
- 29) No small boats, rafts, dinghies of any kind may be stored on docks, fingers, or in slips. One boat per slip.
- 30) Do-it-yourself oil changing will not be permitted in the marina. Oil, oil cans, gasoline or any other flammable substances **must not** be disposed of in trash containers.
- 31) Disorderly conduct by any owner, his guests, or crew will not be tolerated and shall be cause for said boat's immediate removal from the Marina with no refund.
- 32) Boat owner warrants that vessel is and shall be maintained in safe operating condition and will furnish upon request a survey stating such.
- 33) No altering of finger piers or docks.
- 34) Marina shall be open from dawn till dusk. Marina deck is open from 7:00 AM until 4:00 PM.
- 35) Trailer storage may be provided on a case to case basis for a fee set by the Marina.
- 36) No loud music will be tolerated.
- 37) All minors must be accompanied and supervised by an adult.
- 38) All non-swimmers and children must wear life jackets while at the Marina.