



197 PRINCETON AVENUE
BRICK, N.J. 08724
(732) 899-3505

NAME _____
STREET _____
CITY, STATE _____ ZIP _____
PHONE _____ CELL _____
E-MAIL _____
BOAT NAME _____
BOAT REGISTRATION# _____
MANUFACTURER LENGTH _____ MAKER _____

SUMMER SLIP AGREEMENT: May 1, 2020 to November 1, 2020

Rate: \$90.00/ft.

- 1) All boats slipped at Wehrlen Brother's Marina will be charged by the overall length (LOA). This includes outdrives, outboards, swim platforms, trim tabs, anchors, etc.
- 2) A 50% deposit is required by December 15, with this signed contract. Once the contract and deposit are submitted, there will be no refunds. The final balance is due March 15. If full payment is not received by March 15, the Marina reserves the right to rent the slip to another boater. All previous balances are due before a contract is accepted.
- 3) The boat slips are not transferable and sub-letting is not permitted with out marina approval. The Marina reserves the right to use any slip not occupied by the above contracted boat.
- 4) All boats in slips facing out toward the river will be billed at 42' minimum.
- 6) Small boats and dinghies must have Marina approval to occupy any Marina land or water space. Visiting guests to the Marina arriving by boat must get approval from the Marina to use bulkhead space or unoccupied slips.
- 7) The Marina reserves the right to make reasonable regulations with respect to automobile parking & traffic, water usage, garbage disposal, rest rooms, noise, etc.
- 8) Vessels must comply with all federal and local regulations governing the use of holding tanks.
- 9) The mobile pump-out boat "Bay Saver" is available at 732-779-5876.
- 10) The marina will not tolerate any contamination or pollution coming from an owner's boat. Owners will be completely responsible for any such contamination or pollution.
- 11) Please help us to recycle: use the recycling containers properly.
- 12) Please do not put motor oil, batteries or outside waste in the Marina dumpsters. These items must be taken by you to an appropriate waste disposal location.
- 13) Dock boxes must be identified and approved by the Marina.
- 14) Neither Wehrlen Brother's Marina nor their employees will be subject to any liability by the reason of the loss or damage to the tenant's boat or its contents arising from fire, weather conditions, theft, act or default of other tenants, acts of God, or efforts of the management to protect the Marina and/or the boats therein by reason of any emergency or unforeseen event.
- 15) It is expressly agreed to by the boat owner that Wehrlen Brother's Marina is not in any way the insurer of the owner's boat, property, family, invitees, employees or agents. The Marina shall not be liable for personal injury, loss of life, property loss or property damage to the described boat, or other casualty loss due to reasons beyond our control. Boat owners must carry appropriate liability insurance for any such loss or liability.

- 16) The boat owner and/or the master of the vessel warrants and represents that the above described vessel has adequate liability insurance and that proof of same will be provided if so, demanded by Wehrle Brothers Marina.
- 17) The Marina recognizes the original contract signer as the legitimate boat owner or agent and that he is responsible for all Marina bills. If an owner sells or transfers his boat while here in the Marina, the Marina must be notified and a new agreement signed with the new owner. Without the new owner signing as the responsible party, the Marina will continue to recognize the original contact signer as the legitimate owner. Nothing in this contract, however, shall be deemed as a waiver of Wehrle Brothers Marina's rights under Maritime law, or Maritime Lien Law, with regard to the owner, captain, master or the vessel's responsibility for payment for services, maintenance and/or materials.
- 18) Any invoice outstanding for more than thirty (30) days from the billing date will be subject to a one and a half (1-1/2) percent monthly service charge.
- 19) If it becomes necessary to enforce collection of the summer slip payment, it is mutually agreed that all reasonable costs and attorney fees will be charged to you, the boat owner.
- 20) Notwithstanding any of the other provisions of this agreement, the boat owner or master agree to hold harmless and indemnify Wehrle Brothers Marina as to any claims, demands, law suits or other actions resulting from any negligent act or omission of the owner or his agents or any breach of this agreement by the owner and/or master, including costs and attorneys fees.
- 21) It is the policy of the Marina to only allow personal "For Sale" displayed on boats. Please do not put "For Sale" signs on which represent brokerage firms other than Global One.

PLEASE OBSERVE THE FOLLOWING:

- Absolutely, no loud radios or excessive noise.
- No open flames on any dock or boat in the Marina.
- Propane tanks and Barbecues must be removed.
- No fueling boats from containers.
- No parking so as to block other cars or obstruct traffic.
- Don't wash your car in the Marina.
- Don't bring pets if they disturb other boaters.
- Owners and their guests must clean up after their pets.
- Don't allow anyone to throw stones or gravel.
- Don't modify any of the TV, electric or phone devices.
- Don't store chairs or other equipment on the docks.

I HAVE READ THE TERMS OF THIS CONTRACT. I UNDERSTAND THEM AND I AGREE TO THEM.

Owner Signature: _____ Date: _____

THE SECURITY CODE FOR REST ROOMS IS 1010

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