



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

NAME _____
STREET _____
CITY, STATE _____ ZIP _____
PHONE _____ CELL _____
BOAT NAME _____
BOAT REGISTRATION# _____
MANUFACTURER LENGTH _____ MAKER _____
MEASURED OVERALL LENGTH _____ BEAM _____ YEAR _____

WINTER STORAGE AGREEMENT: November 1, 2020 to May 1, 2021

1) Dry winter storage - Rates apply to measured overall length (LOA) when hauled + tax.

| Up To 25' | 26' To 39' | 40' & Above |
|--------------------------|--------------------------|--------------------------|
| \$29.00/ft. in September | \$31.00/ft. in September | \$32.00/ft. in September |
| \$30.00/ft. in October | \$32.00/ft. in October | \$33.00/ft. in October |
| \$31.00/ft. in November | \$33.00/ft. in November | \$34.00/ft. in November |
| \$32.00/ft. in December | \$34.00/ft. in December | \$35.00/ft. in December |

In Order to secure winter storage land space, please return completed and signed contract with 50% deposit by October 1. Once the contract and deposit are submitted, there will be no refunds. This rate includes hauling, bottom washing, blocking and launch. There is a minimum billing length of 20'.

2) Wet storage – \$23.00/ft. measured overall length (LOA). No living on board in winter.

We will make reasonable efforts to keep our wet storage area ice free, although in extreme weather conditions, we may not be able to do so. Moreover, we cannot provide for, nor prevent, extreme tides. In extreme weather conditions, we cannot guarantee wet storage areas will be ice free, nor that your boat would not be affected by extreme tides, and we will not, therefore, be held responsible for any ice or tide related damage to your vessel or personal property. All wet storage boats should be winterized, and adequately tied off. Wet storage ends on April 15.

3) Any boat not launched by May 1 will be charged daily storage rates thereafter.

4) This contract ends when the boat is launched.

5) Absolutely no overnight living on board boat when on dry dock.

6) Electric is only available while an owner/agent is on the premises.

7) Do not start boat engines while boat is blocked on land.

8) The Marina reserves the right to make reasonable regulations with regard to parking, water use, garbage disposal and pets. Electricity may only be used when boaters are present.

9) Spray painting and sand blasting are not permitted without prior approval.

10) We do not remove any drain plugs. The owner is responsible for his drain plugs.

11) Gas tanks, oil, batteries, carpet, wood or construction material shall not be placed in dumpsters.

12) If you're going to do any sanding or scraping, you must have a tarp under your boat to collect your waste. You must comply with all environmental rules and regulations.

13) Boat owners must be present when their boat is launched. Lines, working bilge pump, and charged batteries should be on board for the launch.

14) The management reserves the right to approve all advertising of any kind displayed on the premises.

- 15) Wehrlen Brothers' Marina will not be held liable for any damage to a vessel which was done prior to being hauled or results from an inherent structural weakness, negligent construction, failure to properly maintain or other flaw or defect (including, but not limited to, spray rails, rub rails, and keels) The boat owner represents that he/she maintains appropriate insurance for such damage.
- 16) 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.
- 17) 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 above described boat, accessories or contents thereof as a result of fire, theft, collisions, chaffing, vandalism, or other casualty loss due to reasons beyond our control. Boat owners must carry appropriate liability insurance for any such loss or liability, proof of which may be requested by Wehrlen Brothers' Marina.
- 18) 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 Wehrlen Brother's Marina.
- 19) 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 Wehrlen 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.
- 20) 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.
- 21) 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.
- 22) Notwithstanding any of the other provisions of this agreement, the boat owner or master agree to hold harmless and indemnify Wehrlen 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.
- 23) 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.

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

Owners Signature: _____ Date: _____

THE SECURITY CODE FOR THE RESTROOMS IS 1010