



HORIZON MARINA

3217 Highway 37 East
Toms River, NJ 08753
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www.horizonboating.com

Lagoon
Inner: _____
Outer: _____
Slip #: _____

2012 Summer Slip Rental Agreement
April 1, 2012 to October 31, 2012

PLEASE FILL IN ALL INFORMATION COMPLETELY

Owner Info:

Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone _____ Work Phone _____ Cell Phone _____

E-mail Address _____

Vessel Info:

Manufacturer: _____ Model: _____ Year: _____

Length Overall (including platform, engines & bow pulpit): _____ Beam: _____

Engine Type: Outboard I/O Inboard Engine Brand _____ H.P. _____
(Circle One)

Boat Name: _____ Boat Registration: _____

Slip Rental

Inner Lagoon: \$70 per foot _____ ft (25' minimum rate) \$ _____

Outer Lagoon: \$965 per slip \$ _____

The terms and conditions established by Horizon Marina for tenants of slips are set forth on the reverse side of this agreement. By signing this agreement, you acknowledge that you have read and agree to the terms and conditions.

Signature

Date

Payment Information

Check enclosed for \$ _____ • \$500 Deposit Due Jan 15th • Balance Due March 15th
(Payable to *Horizon Marine Group LLC*)

Please charge \$ _____ Visa MasterCard American Express

Card Number _____ Exp Date _____

Summer Slip Rental Agreement – Terms & Conditions

Horizon Marina, (the "Marina") hereby agrees to accept for summer slip rental and the vessel owner (hereinafter referred to as the "Owner") agrees to rent subject to all of the terms and conditions contained therein:

1. All vessels are to be maintained in a sound, "Bristol" condition. (For purposes of these rules "Bristol" is defined as maintaining a current active registration and equipment with propulsion equipment which is suited to the design of the vessel. "Bristol" is further defined as being generally tidy and clean in appearance). All vessels in the Marina MUST be insured with a current active insurance certificate on file in the Marina office. If at any time management recognizes that a vessel is not adhering to these standards and/or management considers there to be a risk of sinking, fire or such hazard, management may, at its sole discretion, correct the condition(s) identified by management and/or consider the Owner in default in the terms of the Owner's current slip lease. As such, the vessel will be required to vacate or be removed from the premises.
2. The Marina leases space only. All facilities including the space leased are an offered privilege with the understanding that the Marina, its affiliates and its agencies assume no liability of any hazard or occurrence, included but not limited to personal injury, property damage, contractual liability, theft, incidental and consequential damages, etc. The Owner does hereby covenant that he/she will keep and hold harmless the Marina and its affiliates from any and all claims and liability arising from or out of loss or damage from any fault or negligence by the Owner or from any subcontractor engaged by the Owner for hire or otherwise; or failure by Owner to comply with any condition, covenant, or obligation contained in this agreement.
3. Owner must assure that his vessel is operated in a safe and proper manner at all times. Owner shall be responsible for any loss or damage caused to the Marina facilities (including docks, bulkhead, finger piers, as well as land based facilities) by the negligence of the Owner or the Owner's guests.
4. Marina slips are rented for the personal use of the vessel owners, their family and friends. Owners agree not to rent their vessel to others or engage in any charters, leasing activities or commercial activity of any type, directly or indirectly without the specific consent of the Marina
5. Assignments of the lease and/or subleases are strictly prohibited by the customers.
6. Slips are rented for use in accordance with the prevailing custom and are subject to such regulations and control as the management deems necessary. Any breach of the provisions of this agreement by the Owner, family or guests, may constitute cause for forfeiture and cancellation of this agreement at the option of the management. In the event privileges are cancelled for any cause listed in this agreement, the Owner shall not be entitled to any adjustment in the rent and the entire rental fee shall be the property of the Marina.
7. In the interest of security and general control of the Marina, the posting of "FOR SALE" signs is not permitted on vessels during any season. This is an open invitation for anyone to board your vessel or enter the premises at any time.
8. The lease does not contemplate that a boat docked in a boat slip will be used for long-term overnight residential use. (i.e., more than a weekend, or an occasional few days). The slips are rented for the use by boaters for recreational purposes and not for residential purposes. The Marina reserves the right to cancel any lease where a boat owner, his friends, relatives or others live on-board the vessel for an extended period or in excess of one week.
9. The Marina reserves the right to use any slip when not occupied by the Owner for transient vessels.
10. Slips and/or vessels moored within cannot be changed without the consent of the Marina management. The transfer of boat slips will be made only at the discretion of management and any transfer after March 15th will require a \$50.00 transfer slip fee.
11. Contracts for the summer season shall be in effect from April 1st through October 31st or any portion thereof. Boats must be removed from the slip by November 1st. After November 1st, the Marina shall have the option of hauling the boat and placing it in dry storage at the prevailing rate, and/or charging the boat owner an additional fee at the prevailing transient dockage rate for each day the boat is left in the slip.
12. Owner shall agree that all charges are due by March 1st. Vessels that are left at the Marina without payment of that preceding season shall be deemed abandoned and subject to seizure and sale in accordance with the laws of the State of New Jersey.
13. All payments for dockage fees and summer storage rentals are considered FINAL. Owner is aware that he is leasing space for the season and is not entitled to a refund of any monies paid under this agreement if for any reason he/she decides not to or is unable to use the slip or storage space. The parties recognize that the Marina need not mitigate any damage in accordance with the rental of this space.
14. Subcontractors may not perform any work on Marina premises without the prior written approval of the Marina. All subcontractors must provide the Marina with a certificate of insurance and indemnify and hold harmless the Marina from any actions resulting from subcontractor's activities.
15. Pets are permitted only if they do not create any disturbance. All pets must be kept on a hand held leash and Owners must clean up after their pets,
16. Owner shall leave a set of keys and/or combinations to locks for their vessels at the Marina office at all times. In the event of an emergency situation, the marina personal must be able to move your vessel.
17. Owner hereby authorizes the Marina to take such steps that in the exclusive opinion of the Marina are necessary to protect any vessel while at the dock. The Owner agrees to pay the Marina any labor and materials supplied in such instances. Nothing contained herein shall be construed to impose upon the Marina any liability or duty otherwise not imposed by any other terms of this Agreement.
18. Cleaning of any fish or shell fish shall be PROHIBITED except in designated areas and NO fish carcasses shall be thrown overboard. Fish carcasses should be disposed of in plastic bags and placed into the dumpster.
19. In the event it becomes necessary for the Marina to obtain the services of an attorney to enforce any provisions of this Agreement, then the Owner agrees to pay all reasonable attorney fees and costs of suit.
20. For the orderly use of the Marina by all tenants thereof, the Owner agrees to abide by the following rules of conduct:
 - A) Owners and their guest agree to conduct themselves in a manner which will not interfere with other tenants or the normal business operation of the Marina. Consideration must be given to others as to language, actions, and noise, especially between the hours of 11:00pm and 8:00am.
 - B) No debris, trash, or garbage shall be deposited in the Marina or on the docks thereof or on the approaches to marina or docks, except where indicated.
 - C) Boat toilets are NOT to be discharged at any time while the boat is in the Marina or in the approaches thereof.
 - D) No refueling of vessels with gasoline or diesel fuels allowed on Marina premises.
 - E) All hoses used while vessels are in the lagoon/marina area must be equipped with an automatic shut-off nozzle in working condition.
 - F) The Marina is adopting the, "New Jersey Clean Marina Program." The painting, scrapping of boat bottoms and the installation and removal of zinc anodes should be applied or installed by a "Certified Professional". Owner may conduct this activity if he/she adheres to the Department of Environmental Protection Guidelines for this activity. This also covers disposal of toxic paint, chemicals and solvents. These guidelines are available at the Marina office.
 - G) All Owners or other persons in charge of the operation of a vessel shall be responsible for the conduct of all passengers and guests while on the premises of the Marina.
 - H) Owner shall not make any alterations or additions to the docks, electric or water service. Owner shall not store any supplies or equipment on walkways or docks or construct any structure, install lockers, mount any equipment, TV antennas on pilings or install carpet on any dock or finger pier without the consent of the Marina management. Dock boxes are permitted but must be approved by the Marina. Any unapproved dock boxes will be removed and the Owner will be charged for the removal.
 - I) No wakes are permitted in the lagoon/marina area.
 - J) No crabbing, fishing or swimming is permitted in the lagoon/marina