

WIGGINS PARK MARINA

2011 BOAT SPACE RENTAL AGREEMENT

This agreement entered into this _____ day of _____, by and between the County of Camden, State of New Jersey hereinafter known as the LANDLORD and _____ hereinafter known as the TENANT, is subject to the following terms and conditions.

BOAT: Name of Boat _____ Model _____ Year _____
Length _____ Color _____ Registration No. _____

Tenant agrees that all charges for space rental, repairs, or any other services of materials accruing under the terms of this contract shall give the landlord lien upon tenant's boat and/or motor and that no boat shall be removed from the landlord's premises until all charges are paid.

Deposits on seasonal slips are non-refundable. Submission of payment in full, a completed contract and evidence of marina hull and liability insurance are due prior to entering the marina. The hull should be insured for an amount equal to the most recent appraisal. General liability limits should be set at \$300,000 for bodily injury and \$300,000 for property damage, policy to include waiver of subrogation. Failure to complete these requirements may result in forfeiture of slip as well as deposit.

Docking Schedule & Fees

Seasonal _____
Monthly _____ to _____
Month Month

Slip may be renewed for additional periods upon agreement of both parties as to rates, conditions, space available and payment of all required fees. Extending dockage past October 31 is not permitted and will result in a penalty fee at the monthly rate.

Total fee due based on docking schedule, including deposit.
\$ _____

A late payment penalty of 6% will be charged on the balance remaining unpaid 30 days after the due date. The penalty will be calculated on the unpaid balance and on any unpaid penalties. Electric to be billed at end of season.

It is agreed that this contract is performable and venue shall be in the state and county of Landlord.

All notices required by this Boat Space Rental Agreement or the Law shall be to the addresses stated herein.

Tenant's Home Address _____
E-Mail Address _____
Phone (Day) _____ (Night) _____
Emergency Name _____ Phone _____
Tenant's Insurance Co. _____ Phone _____
Address _____

INDEMNIFICATION

WIGGINS PARK MARINA DOES NOT CARRY INSURANCE COVERING THE PROPERTY OF THE PERMITTEE. WIGGINS PARK MARINA WILL NOT BE RESPONSIBLE FOR ANY INJURIES OR PROPERTY DAMAGE RESULTING IN, CAUSED BY, OR GROWING OUT OF THE USE OF THE FACILITIES OF THE MARINA AND PERMITTEE DOES HEREBY RELEASE AND DISCHARGE THE COUNTY OF CAMDEN AND/OR ITS AGENTS, SERVANTS OR EMPLOYEES FROM ANY AND ALL LIABILITY FROM LOSS, INJURY (INCLUDING DEATH), OR FOR DAMAGES TO PERSONS OR PROPERTY SUSTAINED WHILE IN OR ON THE PREMISES OF CAMDEN COUNTY, INCLUDING FIRE, THEFT, VANDALISM, WINDSTORM, HIGH OR LOW WATERS, HAIL, RAIN, ICE, COLLISION OR ACCIDENT OR ANY OTHER ACT OF GOD. PERMITTEE AGREES TO KEEP THE BOAT FULLY INSURED WITH COMPLETE MARINE INSURANCE, INCLUDING HULL COVERAGE AND/OR LIABILITY INSURANCE.

TENANT(S) CERTIFY THAT THE AGREEMENT AND RULES HAVE BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD. TENANT(S) FURTHER CERTIFY THAT THEY HAVE EXAMINED THE SPACE IN WHICH THE SUBJECT BOAT IS TO BE PLACED AND FIND IT SUITABLE AND ACCEPTABLE.

Special Conditions: *Security to be provided by the Camden County Park Police and/or private security sources and/or marina staff from dusk until dawn. Vessels may need to be moved to other slips and/or be rafted together during special events or at any other time as determined by the Harbourmaster.

Accepted by Tenant _____ Date _____

Landlord _____ Date _____

FOR OFFICE USE ONLY

Fee Paid: (Deposit) _____ (Final Payment) _____ Insurance Rec'd _____ Authorized By _____