

OCEAN GATE YACHT CLUB

OCEAN GATE



NEW JERSEY

SUMMER SLIP LEASE AGREEMENT 2011

This agreement for the 2011 boating season (April 1, 2011 through November 30, 2011) between Ocean Gate Yacht Club, hereinafter called the Lessor and the boat owner hereinafter called the Lessee:

Boat Owner's name: _____
(The family member / Lessee / boat owner must be the person named on the boat registration.)

Home Address: _____

Home phone: _____ Business phone: _____ Cell phone: _____

Email: _____

The Lessor and the Lessee for the consideration hereinafter named agree as follows:

1. The Lessor agrees to lease Berth # _____ at the Ocean Gate Yacht Club located at Ocean Gate NJ beginning April 1, 2011 and ending November 30, 2011 for the boat known as:

Name of Boat: _____ NJ Registration # _____

Length overall _____ ft _____ in Beam _____ ft _____ in

Draft: _____ ft. _____ in. Year: _____ Make _____.

2. The Lessee agrees to pay for such berth, the sum of \$750.00, which is due in full by March 31, 2011 along with a paid in full family membership. **(Life Membership is a Family Membership).**
3. Failure to pay will give Lessor right at its option to cancel the agreement and the Lessee will be responsible for any damages sustained by the Lessor for its failure to comply with this contract.
4. As part of the consideration of this agreement, the Lessee agrees that neither the said Lessor collectively or individually, its agents, employees and / or assigns shall be liable for any damage, theft, destruction, or deterioration of or to said boat, or any article or thing attached thereto or left thereon, or the contents thereof from any cause whatsoever, and the Lessee also agrees that neither said Lessor collectively or individually, its agents, employees and / or assigns shall be liable for any personal injuries sustained by the Lessee or any other personal injuries sustained by the Lessee or any other person as a result of or in connection with the performance of any of the services provided for herein, whether such injuries be due to the negligence of the Lessor collectively or individually, its agents, employees and / or assigns. or otherwise and the Lessee agrees to indemnify and save harmless the Lessor collectively and individually, its agents, employees and / or assigns from any loss, damage or expense incurred by reason of any such damage, loss, destruction or deterioration as aforesaid or by reason of any such person aforesaid.
5. Berths cannot be sublet or reassigned without the written permission of the Lessor.

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6. The Lessee agrees that failure to abide by said regulations in any detail whatsoever shall be sufficient cause; for the immediate revocation of this agreement, loss of the berth leased hereunder, the privileges appertaining thereto and shall result in no refund to the lessee. The Lessor, collectively or individually its agents, employees and / or assigns shall not be liable in any manner for damages from such revocations.
7. The Lessor for itself, its administrators, executor, successors and assigns and the Lessee for itself; its administrators, executor, successors and assigns hereby agree to the full performance of the covenants contained herein.
8. The Lessee agrees to abide by the Rules and Regulations of the Lessor, which are now in effect, and as amended from time to time. A copy of said Rules and Regulations are attached hereto and made a part hereof.

RULES AND REGULATIONS

1. Mooring / dock lines of at least 1/2-inch diameter nylon or equivalent shall be installed by Lessee. Line that does not meet the inspection and approval of Lessor will not be permitted. In case of storms, parted or damaged lines, additional or new lines are to be installed by lessee, or if possible, the Lessor will install same and charge Lessee accordingly.
2. Dock lines should be kept off the walking areas so as not to present a safety hazard and said dock lines will be removed by the lessee by November 30, 2011.
3. Any condition aboard or in immediate area of a boat deemed dangerous or a fire hazard, shall be removed by the Lessee to the satisfaction of the Lessor.
4. Area and walkways behind berth must be kept clear at all times. Garbage, refuse, etc. are to be placed in appropriate garbage containers located about the marina.
5. No vessel shall be operated in a reckless or irresponsible manner. Boats operating in the dock area shall proceed at idle speed.
6. No person shall cause any undue noise or create any nuisance within the marina.
7. All persons causing damage or injury to other persons, other boats or OGYC Property shall be liable therefor.
8. Boats in the marina after November 30, 2011 may interfere with scheduled dredging operations. Any boat in the marina after the aforementioned date shall be charged an additional fee of \$250.00.
9. No additions, alterations, signs or fixtures, either permanent or temporary are to be affixed to pilings or bulkheads unless by specific authority of Lessor.
10. All water hose, fishing and other personal equipment shall be stowed securely while not in use.

IN WITNESS WHEREOF, the Ocean Gate Yacht Club has caused these Presents to be signed by their Slips and Ground Space Manager and the Lessee has hereunto set his hand and seal this _____ day of _____ in the year _____.

Slips and ground Space Manager OGYC

Boat Owner

Contracts must be returned by December 31, 2010 with payment of a \$100.00 NON-REFUNDABLE deposit or space will not be reserved. The remaining slip fee balance of \$650.00 is due on or before March 31, 2011 along with: a paid family membership; a copy of the current boat registration; andm a copy of current liability insurance.

THERE WILL BE NO REFUNDS.