

OCEAN BEACH MARINE CENTERS

End of Bay Way / P.O Box 504
Lanoka Harbor, NJ 08734
(609) 242-2200 Fax (609) 693-2365

WINTER STORAGE CONTRACT 2009

Date: _____

This Agreement is between Nassau Marina Holdings, LLC doing business as Ocean Beach Marine Centers (hereinafter referred to as the "OBMC"), and the Owner and the Boat identified below (hereinafter referred to as "Owner").

Owner's Name: _____ Account No. _____

Address: _____

Owner's Contact Information:
Home Telephone No. () _____

Is Boat subject to a Lien:
 Yes No

Work Telephone No. () _____

If Yes,
Lender's Name: _____

Fax No.: () _____

Lender's Address: _____

Email: _____

I agree to purchase and pay for one of the following 2009 Winter Storage options:

_____ Winter Storage at Ocean Beach Marine Centers – **\$27 per foot**

_____ Winter Rack Storage at Ocean Beach Marine Centers – **\$17 per foot (up to 26 feet)**

_____ Winter Storage at House within 5 mile radius of OBM (Lanoka Harbor) - **\$22 per foot (up to 26 feet)**

***Winter Storage Season is from October 15 through April 15. If arrangements have not been made by April 15 for Spring Launch your boat may be subject to daily yard storage fees.**

Boat Information

Boat Make: _____ Boat Model: _____

Length over All ("LOA") _____ feet

Cost per Foot \$ _____

Winter Storage Total \$ _____

100% of the storage amount must be mailed with the completed and signed 2009 Winterization Form and Winter Storage Contract.

Storage and Winterize Payment Terms

All customers must provide valid credit card information when completing the 2009 Winterization form regardless of actual payment method. Your credit card will only be charged if you are using it as your method of payment, or if your outstanding bill is not paid in full within 10 days from the date of completion.

Rules and Regulations.

Please read the rules and regulations below, complete the attached 2009 Winterization Form and sign the bottom of it and this contract. If you have any questions regarding this contract, please contact the Service Department for assistance.

- 1) The 2009 Winterization form must be completed in its entirety and signed by the Owner, however the Service Department will help guide you through the form as needed.
- 2) No outside contractors are permitted to work on OBMC property without the express written consent from the Service Department Manager and upon providing proof of Liability Insurance naming OBMC as Loss Payee in the amount of \$1 million.
- 3) The customer agrees to leave all batteries and sufficient tie lines with boat prior to turning the boat over to Ocean Beach Marine Centers for storage and/or winterization. The customer understands that an additional fee will be assessed if these items are not provided with the boat (please note: keys must be left in the boat or with the Service Department).
- 4) If you are dropping off your boat at an OBMC slip, it is the customer's responsibility to make sure the lines are tied properly and the boat is secured. OBMC is not held responsible for any damage to the boat while in our slip.

5) All holding tanks, porta-potties, and self-contained heads are the boat Owner's responsibility and MUST be emptied prior to storage and/or winterization. **There will be a \$315 charge if OBMC has to empty the tanks.**

Limitation of Liability, Insurance, Release, Indemnification

Please read this document carefully as you are obligating yourself to OBMC. This is fully intended to be a legally binding contract.

1) **DAMAGE TO OWNER'S BOAT, TRAILER, AUTOMOBILE OR OTHER PERSONAL PROPERTY:** OBMC shall not be responsible for or have any liability whatsoever for any loss, damage, personal injury or loss of life or property within the control of OBMC, its employees or its agents in connection with (1) the company's premises or the use of it's storage space; (2) the Owner's vessel, motor, accessories, including dock box, fenders, tools, and associated equipment; *any loss due to fire, theft, vandalism, collision, or acts of God such as: windstorm, rain, tornado or any other casualty loss.*

2) **WAIVER OF SUBROGATION:** Owner, for himself and assigns hereby knowingly, irrevocably and expressly WAIVES any and all rights to assign and/or subrogate cause of action and/or claims that Owner may have against OBMC and its officers, employees, agents, successors and assigns and covenants and guarantees to them that Owner shall not make such assignment(s). This provision is, and is intended by the parties to be, a waiver of subrogation clause an/or right to assign causes of action or claims Owner may have again OBMC, its officers, agents, employees and successors.

3) **OWNER'S RELEASE:** To the fullest extent permitted by law, Owner hereby assumes the risks occasioned by use of this license and the condition and use of the marina facilities, amenities, services and property. Owner hereby knowingly releases and shall defend, indemnify and hold harmless OBMC and its officer, employees, agents, successors and assigns, ("indemnities") from and against any and all cost, expenses and liability (including but not limited to judgments, awards, attorney fees and verdicts) arising out of demand, claims, damage or injury (including death) to the person or property of Owner, Owner's children, other family members, guests, invitees, agents and their personal representative(s), assign(s), heir(s) and next of kin, whether caused by the negligence of or through the acts or omissions of the indemnities or by any other cause whatsoever except indemnities sole negligence or intentional injury.

4) **THIRD PARTY HOLD HARMLESS:** To the fullest extent permitted by law, Owner hereby knowingly releases and shall defend, indemnify and hold harmless OBMC and its officers, employees agents, successors and assigns ("indemnities") from and against any and all costs, expenses and liability (including but not limited to judgments, awards, attorney fees and verdicts) to third persons, their personal representative, successors, assigns, and next of kin, for any and all loss or damage, and any claim or demands therefore, on account of injury to person (including death) or property of such third person, arising out of or relating to Owners boat and/or negligence or intentional tort of Owner, Owner's children, other family members, guest, invitees, agents, or any of them, whether caused by the negligence of or through the acts or omissions of the indemnities or by any other cause whatsoever except indemnities sole negligence or intentional injury.

5) **DAMAGE PAYMENTS:** Whether covered by Owner's insurance policy or not, Owner shall be responsible for and shall promptly, upon demand, pay OBMC, their customers and/or any Government for any damage caused to OBMC, their customers and their property or Government property by Owner, his boat, his crew, his family, guest, invitees, employees or agents. Owner shall be responsible for and shall promptly, upon demand, pay OBMC for, any damage, expense or liability incurred by the marina due to Owners failure to comply with this license, applicable laws and Rules and Regulations or due to any pollution created by, caused by, or contributed to by Owner or Owner's boat.

6) **LIMITATION ON DAMAGES RECOVERABLE:** If, notwithstanding the above limitations on liability, OBMC should be determined to be liable to Owner for damages to persons or property, OBMC liability shall be limited to a sum equal to Owner's applicable insurance deductible actually paid by Owner in each instance.

7) **NO SPECIAL DAMAGES:** In no event shall OBMC be liable for special or consequential damages such as, but not limited to, loss of revenue or profits, or for exemplary damages.

8) **OWNER'S ACKNOWLEDGMENT:** Owner acknowledges that Owner has read understood and voluntarily executes this specific Release and Indemnification, assumption of risk and waiver of rights and further agrees that no other representation, statements or inducements apart from the foregoing written agreement and license have been made. Owner is aware that this release of liability indemnification, assumption of risk and waiver of rights is a contract between Owner and OBMC and Owner is signing this of his/her own free will.

NOTICE TO OWNER

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND ALL TERMS, COVENANTS, AND CONDITIONS CONTAINED HEREIN. THIS AGREEMENT CONSISTING OF FOUR (4) PAGES (including the Winterization Form 2009) WAS EXECUTED

THIS, _____ DAY OF _____, 2009.

IN WITNESS WHEREOF, THE parties hereto as of the date first above written have duly executed this Winter Storage Contract.

OWNER

OCEAN BEACH MARINE CENTERS

Signature: _____

Signature: _____

Name: _____

Name: _____