

Dear Summer Dockage Customer,

Thank you for choosing Comstock Yacht Sales and Marina. Attached you will find your 2012 Summer Dockage agreement, contract and a copy of the marina rules. Along with these documents you will also find a list of new benefits we now offer to our valued slip holders.

For 2012, each customer will automatically be able to house charge up to \$300.00 in our Marine Store. This can be used as a convenience for ice, toilet paper, soap, dock lines etc. You will receive a monthly statement of your charges; if however you do not pay your charges in full with each statement your charge account will be deactivated. This charge account cannot be used for Service or Fuel purchases.

- WiFi wireless access available, the password is posted in the restrooms. Password is subject to change, so please check the bulletin board.
- Bathroom Combinations – Last years bathroom combinations will no longer work after 1/1/2012. New combination will be e-mailed before the season starts.
- Emergencies – Please call 732-903-5229, or email 911@comstockmarina.com. This information can also be found on the sign next to the Parts Department door.

Don't forget to add your email address to the contract, or email it to us at.....
service@comstockmarina.com

If you have any comments or suggestions about the Marina please let us know.
Thank you again for your patronage and enjoy your stay.

Comstock Yacht Sales & Marina
Marina Rules

1. Insurance Requirement – You must provide us a copy of your boat insurance. Your insurance carrier can provide you with a copy or they can send it directly to us.
2. We require a spare set of keys to be kept in our Service Department.
3. No “FOR SALE” Signs may be placed on your boat. If you are interested in selling your boat, please see our Sales Department.
4. No Open Fires or Grills permitted on any dock. Please use the grill provided near the tent area.
5. No Fishing, Crabbing or swimming allowed on any dock. Please use the beach near the tent area.
6. Lessee agrees to use on-shore toilet facilities while boat is berthed at the marina.
7. Each Owner is liable for damage they may cause to the facility or other boats as noted in the “Terms and Conditions” section of the Summer Dockage Contract.
8. All pets must be kept on a leash and walked away from the dock area.
9. All Garbage, Cardboard & Recyclables must be put in the proper dumpster. NOTE; All fish cleaning is to be done at the fish cleaning stations, all scraps are to be double bagged and put in the dumpster.
10. Dock Boxes may be placed behind each boat, all dock boxes must be approved for size *BEFORE* being installed. Limit one (1) dock box per boat.
11. No outside contractors will be permitted to work in our yard with out prior arrangements being made with the Service Department. Each contractor **MUST** have an insurance certificate naming Comstock Yacht Sales & Marina with limits no less than that carried by Comstock Yacht Sales & Marina.

2012 Summer Slip Benefits



- Fuel Discount – All Summer Dockage customers, whose account is in good standing will receive .10 Cents off per gallon of Gas or Diesel at our fuel dock.
- You will receive 15% off all over the counter parts, and 15% off parts & labor on any repair order. (Discount excludes Oils, Electronics and cannot be applied with any other discount or incentive). Discount does not apply to any sublet repair.
- August/September \$2.00 Haul Out Special –\$2.00 per foot haul & power wash during August & September. haul & power wash only no blocking or other work can be performed.
- “Refer a Friend” Program – Refer a new summer dockage customer to Comstock and you both receive a 10% credit on your summer dockage. 10% credit will applied to your account and may be used towards any service. Your friend will also receive 10% of their slip amount on their account.

** You will receive a Comstock Benefit card upon receipt of your completed contract and your balance is paid in full.*

COMSTOCK YACHT SALES & MARINA

704 Princeton Avenue Brick, NJ 08724

P-732-899-2500 F-732-295-0787

~ 2012 Summer Slip Contract ~

Comstock Yacht Sales & Marina ("Marina") and the individual identified below ("Lessee"), agree that upon receipt of the payment of the seasonal fee as set forth in the Marina's Schedule of Fees, the boat described below ("Boat") may be kept in a slip (to be assigned by the Marina) at the Marina's facilities at the above address ("Premises") for the duration of the 2012 summer season, beginning April 15th, 2012 and extending no later than October 15, 2012 — always subject to the Terms and Conditions set forth below.

Please fill out and return to us along with your payment

Lessee Name: _____
Street Address: _____
City/Town/State: _____ Zip: _____
E-mail: (1) _____ (2) _____
Telephone: Cell: _____; Work: _____; Home: _____
Vessel Name: _____ Year: _____ Make: _____
Length: _____ Beam: _____ Hull Color: _____
Insurance # _____ Ins. Carrier: _____ Slip# _____

Circle all that apply: Inboard Outboard Inboard/Outboard

2012 Summer Slip Rates

_____ Ft. @ \$125./ft = \$ _____ Payment in Full (Payment due by 11/20/11)

_____ Ft. @ \$135./ft = \$ _____ 2 Payments ½ due by 11/20/11, Balance due 3/15/12

All Prices include Electric, Water, Basic Cable & Wi-Fi

We will gladly accept your deposit via Visa – MasterCard – American Express

Card Number _____ Expiration Date _____ CSV Code _____

Lessee Initials _____ Date ___/___/___ 1

PLEASE SIGN AT BOTTOM

TERMS AND CONDITIONS

- 1. Nature of Rights Granted.** This Contract is for the **Lease** of slip space only. The Lessee alone shall have full care, custody and control of the Boat and its associated property. The parties agree that no bailment, lease, or any other relationship other than a Lease is created by the presence of the Boat at the facilities of the Marina, or by this Contract, or by any assistance or services that Marina may afford to Lessee or the Boat, for a fee or otherwise. Lessee expressly waives any legal benefit that might otherwise operate in favor of a bailor.
- 2. Ownership and Authority.** Lessee represents that he/she has full authority to exercise custody, possession, and/or control over the Boat and to commit to the terms of this Contract with respect to it. Lessee further represents that he/she is the sole owner of the Boat, except to the extent otherwise disclosed on this Contract.
- 3. Lessee's Duties.** Lessee acknowledges his/her duty to avoid and prevent personal injury or property damage (including without limitation harm from pollution) to others that involves the Boat, even through causes acting upon the Boat such as (without limitation) fire, heavy weather, misdeeds of third parties, or the like, and that the aforesaid duty is not diminished by any efforts that Marina may undertake (in its sole discretion) to mitigate adverse effects that may involve the Boat. Lessee shall at all times maintain the Boat in a safe condition, such that its presence does not present any risk of harm to others, and agrees to comply with all federal, state, and local laws, rules and regulations. Any condition of the Boat (including — for example only and without limitation — fire, sinking or incipient sinking, inadequate mooring provisions, pollution) that appears (in the sole judgment of the Marina) to threaten the interests of the Marina or others gives the Marina the authority to exercise powers as described in this Contract under "Emergencies," at the expense of the Lessee.

Lessee is to insure that the Marina facilities shall remain completely clean, and is responsible for Marina's expenses in cleaning up any debris, etc., that Marina may discover that is associated with the Boat.

- 4. Marina's Rules.** The Marina may from time to time prescribe rules governing the conduct of Lessees and other persons who may enter upon the Marina's facilities or Premises. Lessee agrees to abide by any such Rules (or amendments thereto), and agrees to insure compliance with the same by all persons who may come to be on the Marina's facilities or Premises by reason of any association or connection with the Lessee, the Boat, or this Contract (including without limitation family members and guests) ("Lessee's People"), and to insure that all such persons conduct themselves with due consideration to the interests of others in a neighborly and seamanlike manner.
- 5. Presence at Marina at Lessee's Sole Risk.** Presence of the Boat at the Marina's facilities is at the sole risk and responsibility of Lessee and/or his/her insurer(s), as their respective interests may appear. Marina owes no duty of care to prevent harm to or by the Boat, except when Marina relocates boats by reason of needs of the Marina, in which case only the duty of reasonable care during the movement shall apply. In greater particular, but without limitation, Marina owes no duty to protect the Boat from harm or loss due to any cause, including without limitation fire, theft, vandalism, weather, extraordinary sea conditions, or acts of others. Without diminishing the effect of the foregoing, Lessee agrees (1) that Marina, its officers, managers, agents, servants, and/or employees are hereby exonerated as to any damage to the Boat due to any alleged negligent acts or omissions of the Marina, other than through breach of obligations expressly undertaken in this Contract; and Marina's liability is limited in any event to the amount of the seasonal slip fee.
- 6. Emergency Actions.** In the event of an emergency or a threat to safety (including without limitation fire or the approach of heavy weather), the Marina is authorized (in its sole discretion) — but has no obligation — to attempt measures it deems appropriate to mitigate damage to the Boat, to Marina property, or the safety or property of others. Such measures include but are not limited to relocating the Boat to another location at or away from the Marina's facilities, if the Marina (in its sole discretion) deems the same to be advisable in light of the circumstances, including considerations of safety of persons or property. Relocations or other actions for reasons of safety shall be at the expense of Lessee if the condition in question has been caused by the Boat or the Lessee, or appears to threaten the Boat or the interests of the Marina or others, or appears to be capable of mitigation by relocation of the Boat or other action involving it. By reason of the needs of marina operations, Marina shall have similar liberty, at its own expense, to relocate the Boat within the range of its facilities.

Lessee Initials _____ Date ___/___/___ 2

7. Slip Space and Marina Conditions “As Is.” Lessee hereby represents that he/she (1) has made him/herself familiar with the conditions, features, and procedures of the Marina, including (without limitation) the condition of the floats, ramps, etc., and the presence of unpaved or irregular areas of the grounds, the extent of installed lighting; and that the Marina does not maintain security patrols nor 24-hour staffing; and (2) is aware of and assumes the risks that are associated with the circumstances at the Marina. With a full understanding of the foregoing, Lessee accepts the circumstances of Marina, its facilities, and its Premises “as is.”

8. Responsibility for Protection of Entry Combination & WiFi Password. Lessee acknowledges the importance of the confidentiality of the WiFi password, combination to the lock on the door affording entry to the Marina’s restrooms and showers, and commits to maintain the secrecy of the same.

9. Insurance. Lessee hereby acknowledges that Marina has no obligation to insure the Boat, and Lessee shall proceed on the assumption that Marina has not done so. Lessee warrants that the Boat will remain insured under an "all risk" policy, including hull insurance in an amount at least equal to the actual cash value of the Boat and liability coverage in an amount not less than \$500,000 with the Marina to be an additional insured, and hereby waives rights of subrogation as against Marina as to any cause other than a violation of a duty expressly undertaken by the Marina in this Contract. Lessee shall deliver proof of insurance to Marina upon request.

10. Lessee’s Responsibilities for Personal Injury; Indemnification. Armed with the aforesaid familiarity with the facilities of the Marina, Lessee undertakes and promises to advise, inform, warn, guide, accompany, and control Lessee’s People, and to conduct him/herself, all so as to avert risks of personal injury to any person or property. Lessee acknowledges that he/she is in a superior position to accomplish the same and agrees that he/she has the sole responsibility to do so. Lessee acknowledges that the consideration paid to the Marina for affording slip space for the Boat is disproportionately small in comparison to the value of the Boat and to risks of harm. Accordingly, as part of the consideration for the slip space afforded: (1) on behalf of him/herself, his/her heirs, estate, personal representative(s), successors in interest, and any persons who may or might be dependent upon him/her, Lessee: (a) does hereby release, discharge, and exonerate Marina (and its officers, managers, agents, servants, and/or employees (“Marina’s People”)) as to liability for death or injury to the person of the Lessee from any cause, including any allegedly negligent acts or omissions of the Marina and/or the Marina’s People (except those that exceed ordinary negligence); and (b) agrees that the liability of the Marina and/or the Marina’s People shall be limited in any event to the amount of the slip fee; and (2) with respect to Lessee’s People, Lessee hereby agrees and covenants to indemnify and hold the Marina and the Marina’s People harmless: (a) from any liability arising out of death or injury to the person of any of the Lessee’s People from any cause, including any the allegedly negligent acts or omissions (except those that exceed ordinary negligence) of Marina and/or the Marina’s People; and (b) from any liability of the Marina or Marina’s People for harm to third parties that arise out of the presence of the Lessee or Lessee’s People at the Marina’s facilities.

11. Indemnification as to Prohibited Suits. Lessee covenants to assert no claim, suit, demand, etc., at odds with the provisions of this Contract, and further covenants to indemnify and hold Marina and the Marina’s People harmless in respect of any such claim, expressly including, without limitation, payment of Marina’s legal fees and costs.

12. Scope of Lease and Lessee’s Obligations. Lessee agrees to use the space solely for the keeping of the Boat in support of recreational uses, and for no other purpose. The Boat, and any other boat or other property (including, without limitation, any vehicle) of the Lessee present at the Marina at any time — even if in violation of this Contract or before or after the time frame of the Lease granted herein — shall be subject to these Terms and Conditions in the same way that they apply to the Boat. These Terms and Conditions shall likewise apply with respect to the presence of the Lessee or Lessee’s People at the Marina at any time.

13. Specific Prohibitions. Lessee promises not to perform, or to cause or permit to be performed, any work on the Boat while at the Marina except in conformity with the rules of the Marina regarding same, and promises to cause or permit no contractor, vendor, repairer, servicer, mechanic or the like to perform any work on the Boat at the Marina other than in conformity with Marina’s rules. Lessee promises that no prospective buyers, brokers, or the like — or display of signs or markings — are permitted at the Marina facilities.

14. Amenity Utility Services. Fresh water, cable tv, Wireless Internet and electrical services (where available) are provided as a courtesy amenity to slip customers assigned to slips where piping/wiring may extend and be in working

order. Marina shall have no responsibility for any interruption in those utility services that it may ordinarily provide, and may withdraw the same or impose limitations on their use in the event of abuse of the amenity.

15. Absence of Boat From Assigned Slip. If Marina becomes aware that the Boat will be absent from the assigned slip for a known period, Marina may permit other vessels to occupy the said slip during the absence.

16. Payment. Payment of 100% of the fee for the season is due not later than the time that the Boat is for the first time made fast to any part of the Marina's facilities, and fees are deemed to be fully earned at that point. No refunds will be made, except as expressly provided herein, even should the Lessee relinquish the Leased space prior to the end of the term of the Contract. Lessee agrees to pay all other fees, charges, etc., within 30 days of the issuance of the Marina's invoice for the same, or when mailed or emailed to Lessee at the above address.

17. Holding Over. Lessee agrees that these Terms and Conditions shall be automatically extended to cover any holdover period, or during any use by Lessee of Marina facilities before or after the term of the Lease granted herein, unless a slip agreement supplanting this one becomes effective. Lessee agrees to pay any additional fee applicable to any such uses.

18. Attorney's Fees/Lien Rights/Abandonment & Disposition. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Contract. Lessee agrees that any sums due to Marina under this Contract (or otherwise by reason of the Lessee's use of or presence at the Marina), including the Marina's legal fees and expenses of arrest, repossession, disposition of the Boat, or other action of enforcement of any debt or lien, shall constitute a federal maritime lien (as well as a lien pursuant to applicable sections of New Jersey General Laws and other provisions of state law) against the Boat. Failure of Lessee to remove the Boat from the Marina's facilities within 30 days of the last day of the Lease granted in this Contract shall constitute an abandonment of the Boat for purposes of Marina's disposition of the same pursuant to New Jersey's Abandoned Vessels Disposition Law N.J.S.A. 12C-7.

19. Cancellation/Renewal/ No Assignment. The Marina may cancel the Lease granted by this Contract on 30 days' notice and at Marina's discretion the payment of a *pro rata* refund of the season's fee. The grant of this Lease does not obligate the Marina to accommodate Lessee in the future or to provide any other service for the Boat. No assignment or transfer of Lessee's rights under this Contract is permitted or valid without prior approval by the Marina, and any attempt to extend rights under this Contract to others shall render void any otherwise-existing rights of Lessee, at the sole option of Marina.

20. Interpretation. This is an integrated document, final in all respects, expressing the entire agreement of the parties, and overtakes and supersedes all prior communications, all of which are deemed to be merged herein. It can be modified only by a written instrument signed by both parties. This document does not create any rights in third parties — its sole beneficiaries are as expressly identified herein. No waiver of any right by Marina shall serve to diminish Marina's rights hereunder thereafter, nor create any right to repetition of same. Should any provisions(s) of this contract be found to be invalid, such invalidity shall not be deemed to impair or affect in any way the validity, enforceability or affect the remainder of this contract, and, in such event, all of the other provisions of this contract shall continue in full force and affect as if such invalid provisions(s) had never been included herein. Any legal action is to be brought in a court located in Ocean County New Jersey, whose law shall govern as to all issues as to which admiralty law looks to the law of some individual state. Bold headings in this Contract are for convenience only and without legal effect.

21. Notices. All notices and other communications required or permitted by this Contract shall be deemed given if made in writing and, in the case of notice to the Lessee, sent to the postal or email address set forth above or delivered by hand to a responsible person on board the Boat.

By his/her signature Lessee hereby acknowledges that he or she: (1) has fully read this Contract, (2) fully understands the foregoing Terms and Conditions; and (3) agrees to be bound by and fully comply with all of the provisions of this Contract.

Lessee: _____ DATE: _____