

FAIR HAVEN YACHT WORKS

75 DeNormandie Ave. • Fair Haven, New Jersey

(732) 747-3010

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STORAGE CONTRACT FOR SUMMER SLIP OR MOORING RENTAL

DATE: _____	
NAME _____	E-MAIL _____
ADDRESS _____	TOWN _____ STATE _____ ZIP _____
HOME PHONE _____	CELL PHONE _____
BOAT LENGTH OVERALL _____	BOAT MANUFACTURER _____
BOAT NAME _____	LOCK COMBO/KEY LOCATION _____
NAME OF INSURANCE COMPANY (REQUIRED) _____	
POLICY NO. (REQUIRED) _____	EXPIRATION DATE (REQUIRED) _____
• PROOF OF INSURANCE MUST BE ATTACHED.	

TERMS AND CONDITIONS

- Rental Charge: \$ _____
- Rental Term: May 1, _____ to October 15, _____
- Slip/Mooring NBR _____

OFFICE USE ONLY	
Fall Deposit _____	
February Payment _____	
Bal. Due April 1 st _____	

NO BOATS WILL BE LAUNCHED UNTIL ALL ACCOUNTS INCLUDING SLIP AND MOORING RENTALS ARE PAID IN FULL.

1. Additional days before or after this contract are billable at posted rates, unless contracted for winter storage.
2. All boats **must vacate** slips and moorings by November 15th, unless contracted for winter storage. No exceptions.
3. All deposits are Non-Refundable.
4. There will be an extra charge for use of electricity, water and garbage service over and above the normal amount. Fair Haven Yacht Works also reserves the right to make a proportionate surcharge for utilities because of any surcharges imposed upon Fair Haven Yacht Works after the date of this contract. Shore power cables must be approved for the marine environment. All cables connected to the dockside power pedestals must be clear of the water at all times. Customers must check electrical hookups on a weekly basis and notify management immediately of any power related problems. Please try to conserve water and electric.
5. The foregoing boat shall not be permitted to leave the premises before the payment of all charges for commissions, slip or mooring rentals, repairs, materials, equipment, labor or other work, Fair Haven Yacht Works shall have a lien against such boat for all unpaid charges. Except as herein expressly provided to the contrary, all charges are due when invoice is rendered. Thereafter, a service charge shall be imposed at the rate of 1-1/2% per month on any balance 30 days past due. Charges accruing under the terms of this agreement shall constitute a valid lien on the vessel stored or moored at Fair Haven Yacht Works and Fair Haven Yacht Works may retain possession of the vessel until any charges are fully paid. In the event that it becomes necessary for Fair Haven Yacht Works to expend any sum of money for collection or for court costs, or attorney's fees, the boat owner shall pay all such costs of collection and court costs including reasonable attorney's fees.
6. Fair Haven Yacht Works shall not be responsible for any loss or damage to the foregoing boat, whether arising from fire, flood, snow, ice, theft, vandalism, windstorm, severe weather, or any other cause beyond its control. Notwithstanding the foregoing Fair Haven Yacht Works reserves the right to make a reasonable charge for any services it performs, or equipment it furnishes to provide security for the foregoing boat during any event, regardless of whether or not the owner requests same. Please refer to Severe Weather Policy for more information.

(CONTINUED ON REVERSE)

PLEASE SIGN, DATE AND RETURN WITHIN 10 DAYS WITH FULL PAYMENT

SIGNATURE DATE

7. **Fair Haven Yacht Works is not obligated to carry any insurance covering the foregoing boat or any equipment thereon. Therefore, the boat owner shall, prior to the rental hereof, furnish Fair Haven Yacht Works with a Certificate of Insurance satisfactory in form and substance to Fair Haven Yacht Works evidencing hull and liability insurance coverage on such boat and equipment and non-cancellable except upon at least 30 days prior written notice to Fair Haven Yacht Works. Only approved marine insurance policies are acceptable.**
8. Owners, family and/or friends are not permitted to perform any service nor make any repairs, modifications, or new installations to any mechanical, electrical, fuel, waste or water systems whether above or below the waterline. This includes the changing of any oil and filters. Owner may employ Fair Haven Yacht Works or a contractor of choice. However, no outside mechanic or contract labor will be permitted on the marina property without prior arrangement and approval of marina management. Access hours will be restricted. All outside contractors must present a Certificate of Insurance to Fair Haven Yacht Works evidencing general liability and statutory workers compensation in an amount no less than a combined single limit of \$1,500,000. This certificate must be delivered to Fair Haven Yacht Works before work can commence. Owners who employ outside contractors are subject to facility charges of 5% to 15% of the total service invoice for work performed. All contractors must abide by the environmental policies of the marina. Any contractor who violates any marina policy will be removed from the property and denied further access. Owners are responsible for any damages caused by contractors to other boats or FHYW Property.
9. Bottom painting will only be done by Fair Haven Yacht Works. For any work done by Fair Haven Yacht Works, it is agreed that we will not be held responsible for failure to perform services by any certain date or time; nor for delays in launching, hauling, or layup occasioned by weather or other incidents beyond our control. No sanding or scraping by boat owners is permitted on marina property.
10. Fair Haven Yacht Works is not responsible or liable in any way for inability to complete any service order beyond the return of any deposit. Fair Haven Yacht Works' responsibility for the foregoing boat ceases upon launching and storage at a dock or mooring or upon completion of any work and notice to Owner thereof. Further, Fair Haven Yacht Works is not responsible for the operation of any equipment or accessories what it may install such as electric pumps, generators, windshield wipers, horns or other similar items. Manufacturer warranty applies.
11. Mooring rentals include anchor, chain, float, mooring line and pickup buoy. Mooring and slip rights are not guaranteed. Fair Haven Yacht Works shall not be responsible for failure of any mooring lines during the season. Customer must provide chafe gear and check lines regularly.
12. Slips and moorings are not assignable, whether through a change of ownership in the foregoing boat or otherwise. Slip or mooring rental is forfeited if boat is sold. Any boat that is listed for sale may be listed with our office. Private "FOR SALE" signs will be permitted in the yard only with management approval; this is in the interest of security and control of boats in storage.
13. Owner shall be responsible for the conduct of all persons using, visiting or occupying his boat on Fair Haven Yacht Works premises. Owner shall also be responsible for any loss or damage caused to Fair Haven Yacht Works facilities (including docks, slips and equipment) by the negligence of Owner or by any other person who may be operating, using, or repairing the foregoing boat with the Owner's permission, express or implied, or caused by fire and/or sinking (regardless of cause).
14. Children must be accompanied and supervised by an adult guardian at all times. No swimming, diving, fishing or crabbing from docks.
15. Dogs must be on a leash when on the marina property. Owners may be directed to remove their pets from the property if this rule is violated. Owners are responsible for any mess or disturbance created by their pets. Pet waste must be picked up and disposed of in a proper manner. No bicycles on docks.
16. **Charcoal, gas, or open flame cooking of any kind are not permitted on the piers or docks, or aboard any boat while moored in the marina area. Candles are not permitted on any boat or any dock at any time. Filling of fuel tanks is not permitted in slips.**
17. It shall be the responsibility of each owner to ensure that the boat shall be securely tied in their slips in a manner which prevents damage to the piers and other boats. FHYW will put out additional lines, if necessary for safety reasons, and charge accordingly.
18. Boats will be maintained in a condition acceptable to the management. Owners of a boat in a state of disrepair will be given written notice to take corrective action within 15 days or remove the boat from the marina. Slip or mooring rental is forfeited.
19. No discharging of heads in the marina area. Ask management for pumpout. All state and federal regulations must be followed. No pumping of bilges containing oil or fuel in the marina area. No fish cleaning on docks, no fish waste overboard or in dumpster.
20. Parking permits must be displayed on vehicles. Guests passes may be obtained at the office. Vehicles will not be left on the premises for extended periods of time unless owner is on a cruise and prior arrangements are made with management.
21. No trailers may be left on the parking lot without authorization. Any trailer left on the parking lot will be removed to a storage lot at the owner's sole risk and the owner will be responsible for towing and storage fees. Dinghies and kayaks along street/beach are stored at owner's risk.
22. Owners agree to notify the office if a boat is to be away overnight and estimate its expected return. Fair Haven Yacht Works reserves the right to use the rented slip when not occupied by the owner by reason of absence or out of water repairs at Fair Haven Yacht Work's own profit and without compensation to the owner or adjustment in annual slip rental. Failure to notify the office of overnights away from the marina may result in the termination of this contract.
23. **A SPARE KEY OR COMBINATION FOR YOUR BOAT MUST BE LEFT WITH THE MARINA OFFICE.**
24. Negligent, wanton or reckless operation of a boat in the marina area, intoxication, excessive profanity or acts which embarrass or interfere with other slipholders or disregard the safety of others will result in the immediate termination of this contract.
25. Slip or mooring rental does not include launching, haulout, lines, fenders, pumps or any other services or materials.
26. Fair Haven Yacht Works reserves the right to reassign slips or moorings at any time for operational reasons. Further, Fair Haven Yacht Works may move boats to temporary slips or mooring during periods of repair and/or construction without the owners permission. *(Item #17 still applies if boat is moved by marina personnel)*
27. Fair Haven Yacht Works reserves the right to amend or add to these rules and regulations. A copy of the current rules and regulations will be posted on the marina office bulletin board at all times. Violations of these rules or regulations will result in termination of this Contract.
28. **CONTRACT MUST BE SIGNED AND PAID IN FULL BEFORE ANY SERVICES ARE PROVIDED.**
29. These rules and regulations have been adopted for the mutual benefit, safety and enjoyment of our slipholders. Owners are absolutely responsible to see that their guests and family are familiar with the rules and regulations, and are responsible for their conduct while on the premises. Owners, family members and guests must abide by all regulations contained in "Best Customer Practices" which will be signed by owner and become part of this contract. Terms and conditions remain in force in the event of payment of fees without execution of a contract, loss of contact with owner, or boat abandonment. FHYW will seek title to boats after six (6) months of loss of contact with owner
30. **I have read, fully understand and agree to all rates, rules and regulations as contained in this document.**