Lincoln Harbor Yacht Club
1500 Harbor Blvd.
Weehawken, NJ 07086
201-319-5100
info@lincolnharbormarina.com

Please complete this form and fax this to: 201-319-5111

LINCOLN HARBOR YACHT CLUB DOCKAGE AGREEMENT SLIP #_____ Vessel Reg. #_____

Vessel Name:_____ Make:_____ Mod: _____ YR: _____

Owners Name: _____ Telephone (Home): _____ (Business)_____

Address (City, State, Zip)_____

Email Address: _____

In Case of an Emergency, Please Contact: Name: _____ Phone: _____

Major Credit Card AMEX/MC/VISA/DISC #: _____ Exp: _____ Check __ Cash __

Type Vessel: Power: ____ Sail: ____ Overall Length: _____ Beam: _____ Draft: _____

Electric Required: ____ 30 AMP/110 Volts ____ 50 AMP/220 Volts _____ 1000 AMP SINGLE OR THREE PHASE

Dockage Starting Date: _____ Dockage Ending Date: _____ Rate Type: ___ Daily ___ Weekly ___ Monthly

Dockage Fee: Length ____ X Rate $_____ X No. Days _____ = $ _____ + **Electric Meter reading payable upon departure**

Contract Rate _____ Annual _____ Season _____Winter Storage Length _____ X Rate $_____ + $ _____

ELECTRIC SERVICE IS BASED ON CONSUPMTION AND IS PAYABLE MOTHLY IMMEDIATELY UPON RECEIPT OF YOUR INVOICE

This is an Agreement entered into on _____, 20____, between LINCOLN HARBOR YACHT CLUB, hereinafter referred to as "LHYC", and the undersigned vessel owner, its agent or employee, hereinafter called "OWNER".

"Owner" "LHYC"

BY: _____ BY: _____

(Signature) (Signature)

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1. This is an Admiralty and Maritime Dockage Rental Agreement under the General Maritime Laws, Statutes, and Code of the United States of America.

2. LHYC provides dockage rental to OWNER on the basis LHYC relies on the financial credit of the vessel. LHYC shall have a maritime lien against the abovedescribed vessel, her appurtenances and contents for stuns due for dockage and rental, services provided to said vessel, injury or damage caused or contributed to by the vessel or OWNER, including but not limited to damage to pier, piling, docks, wharf, personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire, or other losses. Furthermore, all services provided by LHYC to OWNER'S vessel are in furtherance of navigation of said vessel and in furtherance of waterborne use whether such services are performed ashore or afloat.

3. The vessel OWNER and the vessel will indemnify, defend and hold harmless LHYC for the consideration hereinbefore set forth, from any costs, expenses, damages and, against all claims, demands, loss, damage, liability, lawsuits, causes of action, including judgments and attorneys' fees, that may be asserted by anyone due to:

(a) Property loss of any type, property damage due to fire, theft, collision, or properly loss from any other cause to said OWNER'S sails, furniture, equipment, tackle, or appurtenances, or to any other property contained in or on OWNER'S vessel, or on the premises of LHYC or to personal property of others on the vessel or LHYC premises;

(b) Any personal injury, death, or illness arising from the occupancy of use of the LHYC premises or facilities, where such injury, or damage is caused, in any part regardless of how slight, by the acts or omissions of the vessel OWNER, his agents, servants, invitee or employees, and

(c) Any alleged damage, or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight by vessel OWNER, his agents, servants, invitee or employees.

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The foregoing indemnities and agreement of vessel OWNER shall be a full indemnity of LHYC by the vessel OWNER and the vessel and shall not be reduced in any respect or to any extent, by or on account of anything caused or alleged to be caused to any extent, even in full, by any negligence of LHYC. The vessel OWNER hereby exculpates and relieves LHYC fully of and from any liability for injury, damage or any other loss or claim described in the foregoing indemnities, whether or not caused or alleged to be caused to any extent, even in full, by negligence of LHYC.

4. This agreement is to provide a dockage rental. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of dockage space by vessel OWNER for his vessel. There is neither temporary nor permanent dominion, or control exercised over said vessel by LHYC, and said control is to remain in vessel OWNER at all times. This Agreement is for the use of space only and such space is to be used at the sole risk of OWNER. LHYC shall not be liable for the care or protection of the vessel, including her gear, equipment, appurtenances, at anytime.

5. The vessel OWNER agrees to obtain and maintain for the entire duration of this Agreement and as long as the vessel is within the premises of LHYC, and represents to and covenants with LHYC that there is in full force and effect, (i) first party property insurance covering the full value of the vessel together with all its fittings and contents and (ii) liability insurance insuring vessel OWNER and LHYC as an additional insured party from and against all liability claims of third parties, and each policy shall contain a waiver of subrogation.

6. It is the full responsibility of the boat OWNER to make arrangements for the safety and protection of his boat and appurtenances.

7. This Agreement shall be in full force and effect, unless terminated under any one of the following conditions:

(a) By destruction of dockage facilities by fire, storm, acts of God, acts of Government, acts of third parties, or other calamity;

(b) In the event OWNER shall make a bona fide sale of the boat listed in the Agreement, or remove the boat to another mooring after notification to LHYC and payment of all accrued charges;

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(c) By breach or default of the terms of Rules and Regulations as contained herein and part of this Agreement or subsequent amendments, and as solely determined by LHYC;

(d) By termination in writing upon ten (10) days' notice by LHYC;

(e) By breach of the warranties or agreements contained herein, said breach to be solely determine by LHYC

8. OWNER agrees to comply with all rules and regulations as posted or those rules attached hereto as Exhibit A, and should breach of this Agreement or violation of any rule and regulation occur, this rental agreement shall terminate immediately at the option of LHYC. OWNER agrees that upon such violation LHYC may immediately remove the boat without notice to OWNER from her dock space at the OWNER'S risk and expense and take possession of the dock.

9. This document, in conjunction with all rules and regulations, ordinances and resolutions and all amendments thereto, constitute the entire agreement between the parties. There can be no assignment by either party without the full consent and knowledge of the other party and such consent will not be unreasonably withheld. Should there be waiver of any conditions by LHYC, this shall not be deemed to be a continuing waiver.

10. In the event of any breach hereunder including but not limited to recovery in whole or in part for services or dockage rental charges, in any Court, either in rem or in person, the vessel OWNER hereby agrees to pay all Court costs together with attorney's fees and interest and further that said vessel be responsible for such costs, fees and interest. Should a suit result against the vessel in rem, the vessel OWNER agrees and consents to have LHYC appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshal at the LHYC facility including removing the Bessel in custodia legis from its normal dock space to another dock facility as the United States Marshal may allow and direct.

11. In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of New Jersey, said portion only, shall be deemed null and void and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey and the laws of the United States.

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12. This Agreement remains in effect throughout the term listed above unless otherwise specified herein, but may be renewed for three additional terms not to exceed a maximum term of one year. This solely depends upon the OWNER'S compliance with the rules and regulations described in this document.

13. Payment of Dockage Fees: LHYC applicable dockage fees are due in advance of any specified pay period. In the case of delinquent accounts, LHYC reserves the right to assess a late payment fee of 15% of the overdue amount. The dockage day starts at 6:00 a.m., any vessel docked prior to 6:00 a.m. will be charged for the previous night. Check out time is 12:00 p.m., any vessel that occupies any docking location(s) after 1:00 p.m. will be charged dockage for that night.

14. Any attachments to this agreement, including applicable rental fees, parking rules and regulations and the marine facilities' rules and regulations issued by the Management, are made part of this document.

15. VIOLATIONS: Violations of the rules and regulations attached hereto as Exhibit A and B or disorderly, deprivations, or unruly conduct by an owner, his crew, agents or guests that might injure or annoy other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the discretion of the Management.

VIOLATION OF ANY CITY OR COUNTY ORDINANCE, STATE OR FEDERAL LAWS, OR VIOLATION OF LHYC RULES AND REGULATIONS SHALL BE CAUSE FOR MANAGEMENT TO TERMINATE THIS AGREEMENT IMMEDIATELY AND EXCLUDE THE OWNER AND HIS VESSEL FROM LHYC'S FACILITY.

16. I HAVE READ THIS ENITRE AGREEMENT AND FULLY UNDERSTAND ALL OF THE TERMS AND REALIZE AS A VESSEL OWNER THAT I AM PERSONALLY RESPONSIBLE AND THAT THE VESSEL IS ALSO RESPONSIBLE FOR THE TERMS AND CONDITIONS SET FORTH HEREIN INCLUDING Exhibit A and B.