



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: _____
(Street) (State) (Zip)

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 CONSUMPTION AND IS PAYABLE MONTHLY 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 above described 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 property 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.
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 covenants and agrees that he has in full force and effect a third party liability policy, also known as a P&I policy.
6. It is the full responsibility of the boat OWNER to make arrangements for the safety and protection of his boat and appurtenances



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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,
 - (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 determined 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 personam, the vessel OWNER hereby agrees to pay all Court costs together with attorneys 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 vessel in custodia legis from its normal dock space to another dock facility as the United States Marshal may allow and direct.