

**Minmar Marine**

P.O. Box 677, Sea Isle City, NJ 08243

(609) 263-2201  
Fax (609) 263-1279

**SUMMER SLIP AGREEMENT**

DATE: \_\_\_/\_\_\_/\_\_\_ ACCOUNT# \_\_\_\_\_ BOAT ID \_\_\_\_\_

**BETWEEN MINMAR MARINE AND**

OWNER'S NAME: \_\_\_\_\_ INVOICE # \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

BOAT MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LGTH: \_\_\_\_\_

ENGINE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ HP \_\_\_\_\_

TWIN ENGINES REGISTRATION NO: \_\_\_\_\_

BOAT NAME: \_\_\_\_\_

**RETAIL INFORMATION:**

SEASONAL SLIP - \$107.00 per foot = \_\_\_\_\_ Total Slip Rental  
(20 ft. minimum applies)

- Time period for agreement. This agreement creates a license to slip/store the boat commencing on May 1, 2019 and ending on October 31, 2019 at 4:30 pm. Yard and Owner agree that if the Boat is not the subject of a signed contract with the yard before October 31, 2019, this includes any winterization contract or winter storage contracts or service contracts, and if the Boat remains at the facility, the Owner will pay daily storage charges at the rate of \$2.50/per foot per day, based upon the above stated LOA, unless other written arrangements have been made with management.

Please read carefully the other side of this agreement, concerning the terms and conditions pertaining to said agreement. By signing this document, it is understood you have read and agreed to these terms and conditions; I have read this entire agreement. The applicable storage charges as noted above have been ordered for the Boat by the Owner and I have the authority to do so. A deposit of \$250.00 due immediately, 50% of the balance due by February 28, 2019 and the remaining balance due in full by April 30, 2019. The prices to be charged and paid are as recited above. All sums owed are to be paid directly to Minmar Marine at the address above. Failure to pay the required fees as set by schedule above will result in termination of this contract. No boats will be put in slip without fees being paid in full.

OWNER'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

1. **Painting/Liveaboard/Work on the Boat.** Unless otherwise agreed by Yard in writing, Owner agrees not to park any cars, trucks, trailers, or any other vehicle at the Facility, other than to load and unload the Boat, or equipment for or onto the Boat. The Yard agrees to provide one (1) parking space per boat while the owner is utilizing the boat. No painting, spraying, sand blasting, welding or any other kind of maintenance or repair is allowed at the Facility without the express consent of the Yard. Any/all subcontractors must adhere to all requirements of the Yard.
2. **Finance Charges for Late Payment or Returned Checks.** To compensate Yard for the loss of storage fees due, for costs incurred to handle returned checks, delinquent storage fees, and consequential reports to Yard, Owner agrees to pay Yard, in addition to the storage fee due, a monthly \$25.00 late fee. Payment by means of a returned check shall not constitute timely payment. In addition, there will be a \$30.00 fee charge for payment with a returned check. Late fees will be charged each month until all storage fees and other charges are paid in full by a valid check or cash. Repeated late fees or returned checks may result in termination of this Agreement, at Yard's option.
3. **Boat Title, Authority and Condition.** Owner represents and warrants that Owner is the lawful owner of and lawfully possessed of the Boat and has the right and authority to enter into this Agreement with the Yard. Owner represents and warrants to Yard that there are no known potential health, safety, and/or environmental hazards associated with the storage and handling of the Boat. If, as a result of a quality or condition of the Boat, the Boat is or becomes a hazard to other boats, property or persons, Yard shall notify Owner and Owner shall promptly remove the Boat from the Facility. Pending such disposition, Yard may remove the Boat from the Facility and shall incur no liability by reason of such removal, even if such liability arises solely or partially as a result of Yard's negligence. Hereinafter, for brevity sake, the term "Yard" includes the Yard and all of its employees, officers, agents, and representatives.
4. **Owner's Release of Liability.** The storage space for the Boat at the Facility provided for in this Agreement is to be used at the risk of Owner and Owner's relatives, guests, agents, representatives, and employees. Yard shall not be liable or responsible for the care or protection of the Boat or any loss or damage of whatever kind or nature to the Boat, even if said loss or damage is caused solely or partially as a result of Yard's negligence or that arose out of or in any way relate to the Boat, the Yard, the Facility, the Yard's equipment, employees, practices or procedures. There is no warranty of any kind as to the condition of Yard's premises, including but not limited to the Yard, job, walks, fences or lighting, nor shall Yard be responsible therefore, or for injuries to persons or property occurring at, around or near the Facility, even if said injuries are caused solely or partially as a result of Yard's negligence.
5. **Hold Harmless and Indemnify.** Owner expressly releases and agrees to hold Yard harmless and indemnify it from and against any and all damages including, but not limited to, fires, flooding, weather conditions, or other events causing partial or total damage or partial or total destruction of the Boat and all other types of losses, expenses, fees and claims of any kind, including claims for subrogation (i.e., claims for reimbursement by the insurers of the Boat and/or the insurers of the Owner), incurred or claimed for any reason or incurred or claimed solely or partially as a result of any negligent act or omission of Owner, its relatives, guests, agents, representatives, and employees. Owner further agrees to hold Yard harmless and indemnify it from and against any loss, damage, liability or expense, including subrogation, incurred or claimed as a result of any damage or loss to the Boat or Owner's personal property or equipment left in or on the Boat. By way of specificity but not limitation, Yard is not responsible for lost or stolen items. Yard is not responsible for transducers, trim tabs, antennas, or any other equipment that may be damaged due to handling, blocking, or other service (if applicable) to the Boat.
6. **Limitations on Damages to Owner.** Even if all other paragraphs in this Agreement are deemed invalid or unenforceable, the parties nevertheless expressly agree that Yard's liability for loss or damage to the Boat while in its care, custody or control, including under claims of subrogation, shall have a maximum limit of no more than the total stipulated storage charge, even if Yard is found to be solely or partially negligent. In no event shall Yard be liable on or for any claims, including subrogation, or damages for incidental or consequential damages, lost sales or profits or claims that arise from any damage or loss to the Boat, even if Yard is solely or partially negligent with respect to such loss or damage to the Boat.
7. **Insurance.** Owner shall at all times while the Boat is en route, at, and after departure from the Yard, and at Owner's own cost and expense, maintain liability and property damage insurance and hull coverage (which insurance shall provide primary rather than secondary coverage) on the Boat with liability limits in amounts sufficient to insure performance by Owner of the hold harmless and indemnify provisions contained herein, and shall have Yard verified identified in the insurance policy as an additional named insured. Owner shall, in any event, carry liability insurance and property damage insurance, with accidental pollution coverage with limits of at least \$300,000.00. Yard requires and Yard agrees to provide delivery of the Boat to the Facility, evidence satisfactory to Yard of compliance with Owner's obligations to insure. Owner's failure to comply, or to demonstrate compliance, with this provision, however, does not in any way constitute a waiver by Yard of this provision. In its sole discretion Yard has the right to refuse to accept for storage, any Boat for which proof of the required insurance is not presented.
8. **Liens Right to Refuse to Release the Boat, and No Waiver of Warehouseman's Lien.** Owner warrants, agrees and represents that Owner will pay all charges set forth in this Agreement as billed by Yard and Yard shall be entitled to a possessory lien against the Boat for any and all monies due and owing Yard and under this Agreement. Marina shall have all liens provided under United States Federal Maritime Law, State Law, and such other liens, rights, and remedies including the right to sell the boat at public auction, as each may be applicable. The parties expressly agree that Yard shall have the right to refuse to release the Boat or permit the Boat to leave the Facility unless and until Owner has paid all sums due under this Agreement and arising out of or in any fashion related to storage, services, or goods supplied to Owner and the Boat. Owner also agrees to not permit any lien or other encumbrance to be created or placed against the Boat while it is in Yard's possession. The parties also agree that no part of this Agreement shall be construed or interpreted to mean that Yard has waived any rights it may have under any other provision of statutory and common law to assert a warehouseman's, repair artisan's or other similar storage lien or any federal maritime lien or any state lien against the Boat.
9. **Assignment.** No party shall assign or transfer this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld. Nevertheless, Owner hereby agrees that the Yard may without notice to and without the consent of Owner, assign its claims for sums owed, its liens, and possessory and other rights and remedies to a third party in its sole and complete discretion.
10. **Notice of Loss or Damage and Claims Thereof.** Owner agrees to give Yard written notice of a claim for loss or damage to the Boat and persons. Such notice is to be supplied not later than either thirty (30) days after delivery of the Boat by Yard, or thirty (30) days after Owner is given written notice by Yard that loss or damage to the Boat has occurred, whichever time is shorter.
11. **Limits on Amount of Time to File Actions On Behalf of or Against the Owner or Yard (But Not the Boat).** Owner agrees that the cannot file nor maintain any action arising out of or relating to this Agreement, including one of subrogation, against Yard for any reason, including loss or damage to the Boat, unless such action is commenced either within twelve (12) months after the date this Agreement ends, the Boat leaves the Facility, or after Owner is notified by Yard that loss or damage to the Boat has occurred, whichever event first occurs. Yard likewise agrees that it cannot file nor maintain any action arising out of or relating to this Agreement against Owner for any sums due or any claims arising out of or relating to this Agreement unless such action is commenced either within twelve (12) months after the event giving rise to the claim occurs or twelve (12) months after it receives notice of a claim asserted by Owner. Regardless of whether Yard files any action naming the Owner as a Party in any action, Yard reserves all liens and all rights and applicable statutes of limitation and rules to practice, assess, sue upon, enforce, recover, and collect all sums due under this Agreement of otherwise from the Boat pursuant to all applicable Maritime, Federal, State, and other laws.
12. **Notice.** Any notice to either party to this Agreement by the other shall be deemed to have been properly given if sent by (i) facsimile or (ii) mailed to said party by certified mail return receipt requested and first class mail, to the facsimiles or addresses appearing above for Owner or YARD or such other facsimile or address or person as either party may designate by written notice to the other party hereunder. A notice hereunder shall be deemed to have been given as of the date it was received via fax or if not received as a fax and if it was also sent via mail, then four (4) business days after the date of mailing, whichever event occurs first.
13. **Waiver of Right to Trial by Jury and Right to Appeal.** With respect to any claim arising out of or relating to this Agreement, the parties expressly waive their right to a trial by jury and the right of appeal.
14. **Venue.** Any legal action involving this Agreement and any claim arising out of or related to sums due there under or in any fashion related to storage, services, or goods supplied to Owner and the Boat may only be brought in the Superior Court of New Jersey, Cape May County, Cape May Court House, New Jersey or in the United States District Court for the District of New Jersey at Camden, New Jersey.
15. **Attorneys Fees and Costs.** Owner agrees to reimburse Yard for any and all costs and expenses, including reasonable attorney's fees, if Yard is required to pay its attorneys for services related to collecting sums owed under this Agreement or arising there from and this applies to fees and costs incurred before and after the Yard brings any legal action. If Yard or Owner files a court action based upon any dispute or claim arising out of or relating to this Agreement, the party who prevails in the action (i.e., recovers a judgment for money and/or relief against the other and/or affecting the Boat), shall be entitled to an award by the Court of reasonable attorneys fees, litigation expenses, and costs and the nonprevailing party agrees to pay same.
16. **Warranty of Authority/Parties Bound.** Each person signing this Agreement represents and warrants that he/she has the authority to sign for the party for whom or which he or she is executing the Agreement. Owner agrees that this Agreement shall be binding upon his heirs, successors, executors, administrators, trustees, insurers, principals, and agents. This Agreement shall inure to the benefit of and be enforceable by the Yard and its respective successors, assigns, trustees, principals, and agents.
17. **Modification.** Any amendment or modification to this Agreement shall be effective only if in writing and signed by each party hereto.
18. **Entire Agreement.** Neither the Yard nor the Owner have made any oral promises or agreements and this Agreement embodies the entire agreement and understanding between the parties and supersedes all prior discussions, negotiations, oral arguments, and other written or oral agreements and understandings between them relating to the subject matter hereof.
19. **Severability.** If any term of this Agreement or any application or enforcement thereof shall be deemed invalid or unenforceable, the remainder of this Agreement or any other such application or enforcement thereof shall not be affected thereby.

**MINIMAR MARINE 2019 SPRING MAKE READY AGREEMENT**

PHONE: 609-263-2201

FAX: 609-263-1279

WWW.MINIMAR.COM

Customer Name: \_\_\_\_\_

Boat Make / Model: \_\_\_\_\_

Engine Make / Model: \_\_\_\_\_

Trailer Make / Model / Plate #: \_\_\_\_\_

**OFFLOADING / LAUNCHING SERVICES**

*\*These services are based on Marine employee time and Equipment use*

*\*Additional \$125 to be charged if use of Marine Travel Lift is required*

Offload Boat from trailer for bottom painting service - \$5.00 per foot (Launch Included)

Load Boat onto trailer - \$5.00 per foot

Offload boat from trailer for launch - \$5.00 per foot

**DETAILING SERVICES**

Quick Wash - \$7.00 per foot

*\*This is our most basic cleaning service which includes a soap wash of the hull sides, top sides & cockpit*

Top-Side Detail - \$24.00 per foot

*\*This service includes upholstery cleaning & conditioning as well as deck scrubbing & all bright work*

Hull Side Waxing - \$15.00 per foot

*\*Includes a washing & waxing of the HULL ONLY from the rub rail down (Compounding not included)*

Complete Detail (Water Line Up) - \$29.00 per foot

*\*Includes washing & waxing the hull & topsides & meticulous cleaning of the cockpit and bright work*

Blige Cleaning Service - \$125.00

*\*Includes washing and de-greasing bilge area*

**BOTTOM PAINTING SERVICES (Interlux ACT)**

**ZINC REPLACEMENT – (PARTS NOT INCLUDED)**

\$24.00 per foot up to 25'

Outboard Zincs - \$70.00 per motor plus parts

\$28.00 per foot over 25'

Sterndrive Zincs - \$99.00 per motor plus parts

\$43.00 per foot for new boat bottom

Trim Tab Zincs - \$35.00 plus parts

\$150.00 per unit to re-paint sterndrive

Shaft Zincs - \$70.00 per shaft plus parts

\$65.00 for Trim Tab Painting

Rudder Zincs - \$40.00 plus parts

**WATER SYSTEM SERVICES - \$70.00 per system**

**BATTERY SERVICE - \$32 per battery**

Re-commission Fresh Water System

Technician cleans battery terminals,

Re-commission Head System

charges and load tests batteries.

Re-commission Raw Water System

\*Estimate to be provided if batteries

Re-commission Air Conditioner

or cables need replacement.

**OUTBOARD TUNE-UP SERVICE (PARTS NOT INCLUDED)**

**SPECIAL REQUESTS**

\$185.00 - Outboard Motor Up to 9.9 HP

\$235.00 - Outboard Motor from 10 HP to 60 HP

\$295.00 - Outboard Motor from 70 HP to 225 HP

\$460.00 - Twin Outboard Motors from 70 HP to 225 HP

\$310.00 - Outboard Motor from 250 HP to 350 HP

\$495.00 - Twin Outboard Motors from 250 HP to 350 HP

\$210.00 - Basic Re-commission of Single Outboard Engine

\$305.00 - Basic Re-commission of Twin Outboard Engines

**I/O TUNE-UP SERVICE (PARTS NOT INCLUDED)**

**SPECIAL REQUESTS**

- \_\_\_\_\_ \$330.00 - Four Cylinder I/O Single Engine
- \_\_\_\_\_ \$385.00 - Six or Eight Cylinder I/O Single Engine
- \_\_\_\_\_ \$660.00 - Six or Eight Cylinder I/O Twin Engine
- \_\_\_\_\_ \$585.00 - High Performance Engine (Per Engine)
- \_\_\_\_\_ \$210.00 - Basic Recommission of Single I/O Engine
- \_\_\_\_\_ \$305.00 - Basic Recommission of Twin I/O Engines

**INBOARD TUNE-UP SERVICE (PARTS NOT INCLUDED)**

**SPECIAL REQUESTS**

- \_\_\_\_\_ \$280.00 - Four Cylinder Inboard
- \_\_\_\_\_ \$480.00 - Four Cylinder Inboard Twin Engine
- \_\_\_\_\_ \$375.00 - Six or Eight Cylinder Inboard
- \_\_\_\_\_ \$625.00 - Six or Eight Cylinder Inboard Twin Engine
- \_\_\_\_\_ \$210.00 - Basic Recommission Single Gas or Diesel Engine
- \_\_\_\_\_ \$305.00 - Basic Recommission Twin Gas or Diesel Engines
- \_\_\_\_\_ \$90.00 - Basic Generator Recommission (Estimate to be provided if customer requests a tune-up)

*Tune-up service includes, but not limited to, dewinterization, replacement of manufacturer recommended parts synchronization and adjustments in accordance with manufacturer specifications. We will then launch the boat for sea trial & record temperature, RPM's, etc. You will be notified of any discrepancies. We will leave the boat in the water for 1 week to be picked up. A boat remaining at the marina after 1 week will be hauled and blocked without notice. Fees may apply for re-launch. Basic engine recommission is limited to engine start up, shift inspection as well as leak inspection. A sea trial is not included with the basic recommissioning service. Services described under "Special Requests" will be billed at Time and Material unless an estimate is provided.*

**BOAT DELIVERY SERVICES**

- \_\_\_\_\_ Delivery of boat to customer dock in Sea Isle City - \$90.00
- \_\_\_\_\_ Delivery of boat to customer dock in Avalon - \$120.00
- \_\_\_\_\_ Delivery of trailer within 10 mile radius of Minimar Marine - \$90.00

**TRAILER TUNE-UP SERVICE - \$140.00**

\_\_\_\_\_ This service includes greasing the wheel bearings, inspecting the hubs, inspecting the brakes, inspection of all lights and inflation of tires to proper tire pressure rating.  
 \*Customer to be provided with an estimate for any safety items in need of repair.

**2019 SUMMER TRAILER STORAGE**

\_\_\_\_\_ Trailer summer storage through October 31, 2019 - \$275.00  
 \*Winter storage fee to apply if customer's trailer remains at Minimar beyond 10/31/19.

**REQUESTED DATE FOR COMPLETION OF SERVICES ABOVE**

1st Choice: \_\_\_\_\_ 2nd Choice: \_\_\_\_\_  
 \*Due to customer volume, requested dates will be provided on a first come first serve basis  
 \*ALL PREVIOUS BALANCES MUST BE PAID IN FULL PRIOR TO WORK BEING SCHEDULED

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Please Circle One:    Visa        MasterCard        Amex        Discover  
 Name on Card: \_\_\_\_\_ CVV #: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Additional charges for shop supplies, environmental fees and taxes apply where applicable.  
 \* authorize Minimar Marine to perform the above mentioned services.  
 \* authorize Minimar Marine to charge my credit card account upon completion of the requested work.  
 \* I UNDERSTAND THAT PAYMENT IN FULL IS DUE PRIOR TO BOAT LEAVING MINIMAR MARINE.