

2023-2024 Winter Service Page 2

Comments/ Notes/ Requested Additional Service:

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS SERVICE REQUEST AND THAT I HAVE READ THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT AND AGREE THAT THEY SHALL BE INCORPORATED AS PART OF THIS AGREEMENT.

Owner Signature _____ Date: _____

1. I hereby authorize the repair work described along with the necessary materials. You and your employees may operate the unit herein on any waterway or elsewhere for the purpose of testing, inspecting or delivery at my risk. I agree to be personally responsible for all attorney fees incurred by Ocean Heights Marina, LLC to collect any outstanding balances.

2. RISK OF LOSS: Owner recognized that storage of Vessel, equipment and/or other items is at the Owner's risk. For Vessel's protection and owner's peace of mind, OCEAN HEIGHTS MARINA, LLC strongly recommends owner remove all valuable items from Vessel. It is expressly agreed OCEAN HEIGHTS MARINA, LLC will not be responsible for any loss, theft, destruction and/or damage of any items, nor for any loss, theft, destruction and/or other damage to Owner's Vessel or any other appurtenant to the Vessel or other equipment relating to any service provided by OCEAN HEIGHTS MARINA, LLC. Owner does hereby indemnify and agree to hold harmless OCEAN HEIGHTS MARINA, LLC, its agents, servants, employees, and representatives, from and against any loss, cost or damage resulting to Owner's Vessel and/or property, and/or other persons property. In no event shall OCEAN HEIGHTS MARINA, LLC be liable to Owners', Owner's employees, agents, servants, guests, invitees, and licensees resulting from OCEAN HEIGHTS MARINA, LLC's inability to act due to circumstances beyond the control of OCEAN HEIGHTS MARINA, LLC without limitation, any emergency, terrorist or other situation, or any act of God.

3. Ocean Heights Marina reserves the right to move the unit(s) any time within OCEAN HEIGHTS MARINA, LLC'S premises and between OCEAN HEIGHTS MARINA, LLC storage lots.

4. Insurance – Ocean Heights Marina, LLC requires \$500,000 in Protection & Indemnity (watercraft liability) insurance including pollution liability. I agree to release and discharge Ocean Heights Marina, LLC from any and all responsibility or liability for injury (including death), loss, and damage to persons or property in conjunction with the Ocean Heights Marina, LLC's facility, marina or equipment. This release and discharge shall cover without limitation any loss or damage resulting from Ocean Heights Marina, LLC's employees parking or hauling owner's boat, theft, fire, vandalism, hail, high/low water, wind collision, freezing, rain or any act of God.

5. I acknowledge that Ocean Heights Marina, LLC has all the appropriate Maritime liens, either Federal or State, upon the boat, motor(s), and accessories thereof, to secure any and all space rental fees, repair, gas, oil, maritime hardware, accessories, or other services or materials rendered to or supplied to owner for use upon the stored boat. I agree that all charges under the terms of this agreement shall be paid promptly, net 10 days. Interest at the rate of 2% per month or fraction thereof will be charged on all past due accounts. Boats left on Ocean Heights Marina, LLC premises for a period of 6 months without the payment of storage or repair bills will be considered abandoned, and seizure and sale procedures will be instituted under the laws of the State of New Jersey.

6. Due to environmental and insurance regulations: a. No independent contractors, service organizations or outside individuals will be allowed to perform work or enter the Ocean Heights Marina, LLC facility without first obtaining permission. Permission will only be granted if the Ocean Heights Marina, LLC service department cannot perform said repairs. All contractors, organizations or individuals are required to provide Ocean Heights Marina, LLC with a certificate of insurance coverage. Said certificate shall include coverage for liability, worker compensation and name Ocean Heights Marina, LLC as additional insured. b. Owner may perform only light cosmetic work (i.e. waxing, cleaning) on their own boat hull & topsides while it is on site at our 5001 Ocean heights Avenue location. No work is permitted at Ocean Heights Marina, LLC's off-site storage yards. No work is allowed on the boat bottom. Use of electrical outlets to operate power tools, equipment, machinery etc. is only allowed with written permission of Ocean Heights Marina, LLC.

7. Empty boat trailers not picked up within 10 days of date of invoice and left at Ocean Heights Marina, LLC will be charged for storage. Storage is available weekly, monthly and seasonally.

8. Winter storage is from November 1, 2023 to April 1, 2024. If for any reason this space agreement must be cancelled during the season, there will be no refunds. Any boat not scheduled for launch by April 15, 2024 will be charged for summer storage.

9. Boats not retrieved within 10 days of the service invoice date will be subject to hauling and storage charges. Boat delivery is available.

10. In addition to parts and labor Ocean Heights Marina, LLC also charges a "shop/environmental fee" as part of the repair bill. This fee is to help defray the cost of certain materials, disposal of fluids & other fees that cannot be accurately itemized, but which are used in the repair & service of your boat/motor(s) /trailer. This fee is a 2% flat rate of the total of parts and labor minimum \$15 to a maximum of \$75 per work order.

11. Rates subject to change without notice.

12. A Spring launching cannot be scheduled unless the owner's account is paid in full.

13. No trailer or boat may be removed from the facility until all charges are paid in full.

14. Ocean Heights Marina, LLC uses typical marine hauling, blocking and trailering methods and is not responsible for damage resulting from a boat being structurally unsound for these methods of handling.

15. L.O.A. is boat length overall defined as the measurement in feet from the tip of the bow to the center of the stern, including bow pulpits, swim platforms, motor brackets and length of the motors or outdrives in the raised position. Payment is due upon receipt.