

SLIPHOLDERS AGREEMENT**NUMBER** _____

The parties to this Slipholders Agreement ("Agreement") are the Rosa LLC DBA Blue Water Marina, P.O. Box 174, Thorofare, New Jersey, 08086 ("the Marina") and the vessel owner _____ ("Slipholder").

Slipholder Name: _____
 Mailing Address: _____

Home Telephone: _____
 Cellular Telephone: _____
 Email Address: _____

Vessel Manufacturer: _____
 Model: _____
 Year Built: _____
 Color: _____
 Name of Vessel: _____

Hull Identification No.: _____
 NJ Registration No.: _____
 Length: _____
 Beam: _____
 Draft: _____

Insurance Company: _____
 Mailing Address: _____

Policy No.: _____
 Issue Date: _____
 Expiration Date: _____

Electrical Equipment (Check if so equipped):

Air Conditioning: _____ Battery Charger: _____ Stove/Oven: _____ Microwave: _____ Other: _____

Total cost of Agreement is \$ _____. Payments under this Agreement shall be made prior to Slipholder's vessel is moored at the Marina.

This Agreement shall commence on the 1st day of December 2009 and shall terminate on the 31th day of March 2010 without any further action by either party. This Agreement is not automatically renewable.

This Agreement may not be assigned by the Slipholder and the rights granted to the Slipholder hereunder may not be sublet. A Slipholder who terminates this Agreement early for any reason shall not receive any refund of previous Agreement payments.

The parties hereto agree that neither the Marina, nor its agents, representatives or employees shall be liable for any loss, damage or personal injury to the person or property of the Slipholder or the Slipholder's family members, guests, invitees, agents, and employees, including but not limited to the Slipholder's vessel, its inventory and equipment, nor to the Slipholder's use of the Marina facilities, whether such loss, damage or personal injury be occasioned by negligence, fire, theft, Act of God or any other cause or condition. The Slipholder hereby agrees to indemnify and hold the Marina, and its agents, representatives and employees, harmless from and against any claim (including but not limited to any claims for environmental damage to the Marina or surrounding area) arising from the maintenance, use, operation and/or storage of the vessel in the Marina area or the use by the Slipholder of the Marina facilities and hereby agrees to assume full responsibility for personal injury and property damage arising out of the maintenance, use, operation and/or storage of the vessel in the Marina or the use of the Marina, including any attorneys fees incurred by the Marina in seeking to enforce this Agreement or its terms and conditions.

Slipholder shall obtain and maintain at all times during this Agreement a valid registration for the vessel and shall provide the Marina with a copy of the registration at or prior to commencement of this Agreement. In addition, Slipholder shall obtain and maintain at all times during this Agreement full casualty, property and liability insurance covering the full value of the vessel and its contents and all other responsibilities of the Slipholder. All such insurance policies shall identify the Marina as an additional insured (and shall provide the Marina at least 10 days' prior written notice before cancellation) and shall include appropriate clauses pursuant to which the insurance carriers waive all rights of subrogation against the Marina with regard to losses payable under such policies. Slipholder shall deliver to the Marina at or prior to the commencement of the Agreement, a certificate of insurance evidencing such insurance coverage. By execution of this Agreement, Slipholder authorizes the Marina to contact Slipholder's insurance company to confirm coverage for the term of this Agreement. Slipholder agrees that he will be held solely responsible for any damages which his vessel may cause, by any means, to any person(s), or to other vessel(s), the environment, or to the Marina structures, and equipment of facilities. Slipholder shall hold harmless and indemnify Marina for any and all damages or liability incurred as a result of the foregoing.

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If at any time it is considered by the Marina, in its reasonable opinion, to be in the interest of Marina or its other slipholders, the Marina has the absolute right, after giving five (5) days notice, to cancel the Agreement and Slipholder shall then be obligated to remove his vessel from the Marina within two (2) days of receiving such notice. The Marina shall not be obligated reimburse Slipholder a prorated balance of the prepaid, unused portion of the Agreement. In the event the vessel is not removed after notice of cancellation, it is hereby agreed that the Marina in its sole discretion, may remove the vessel and all personal property to another location for storage, at the Slipholder's sole cost and expense. The Marina shall have a lien on the vessel and personal property if the Slipholder owes money to the Marina and the Marina shall have the right to retain the vessel and all personal property until all claims are settled.

Slipholder shall adhere to all dock policies, rules and regulations, whether implicit or explicitly expressed. Failure of Slipholder to maintain insurance, to abide by the Dock Policy, or to maintain the vessel in good working and physical condition shall be cause for Agreement cancellation.

The Marina assumes no responsibility for the safety of any vessel moored in the Marina and shall not be liable for fire, theft, or damages to Slipholder's vessel, its equipment, appurtenances, etc., however arising.

In the event that Slipholder's vessel sinks in its slip or within the Marina basin, or should it discharge any undesirable material into the water, the Marina shall not have any responsibility or liability. Should an event such as this take place, Slipholder shall commence all salvage and/or clean up operations immediately upon his receiving notice of such event. Slipholder shall have all responsibility, including without limitation any environmental responsibility, with regard to any damages or costs resulting from these events.

ACCEPTANCE/APPROVAL: I HAVE READ THIS AGREEMENT/DOCK POLICY AND AGREE TO THE TERMS AND CONDITIONS SPECIFIED (INCLUDING BUT NOT LIMITED TO BOTH SIDES OF THIS LEGALLY BINDING AGREEMENT). WITH MY SIGNATURE AND SUBMISSION OF THE REQUIRED DEPOSIT I AM REQUESTING APPROVAL TO MOOR MY VESSEL AT THE BLUE WATER MARINA FOR THE TIME SPECIFIED IN THIS AGREEMENT.

Applicant Signature: _____

Date: _____

Approved by: _____

Date: _____