WINTER STORAGE RENTAL AGREEMENT

LANCE CUNNINGHAM INC.
t/a CARRIAGE HOUSE MARINA
1200 Ocean Avenue Sea Bright, New Jersey 07760
(732) 741-8113 (732) 219-9668 FAX

This agreement entered into this _____ day of _____ 2026 by and between LANCE CUNNINGHAM, INC., t/a CARRIAGE HOUSE MARINA, 1200 Ocean Avenue, Sea Bright, County of Monmouth, State of New Jersey, hereinafter known as the LANDLORD, and _____ who resides at_____
Home phone: _____ Cell phone: _____ Bus. Phone: _____
Email_____
hereinafter known as the Tenant, are subject to the following terms and conditions:

This SPACE RENTAL AGREEMENT is for a period from October 1, 2026 to May 1, 2027 and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space involved, and payment of all specified fees and services.

Make of boat:_____ Length overall:_____ Lock combination:_____
Boat name:_____
Winter storage rate (on land) is $65.00/foot. Winter storage amount: $_____
All fees are due and payable on or before effective due date.

Interest at the rate of 1.5% per month (Annual Percentage = 18%), will be added to all past due accounts. An account is past due 15 days following due date.

Tenant agrees that all charges for space rental, repairs, hardware, accessories or any other services or materials accruing under the terms of this contract shall give the landlord a valid lien upon tenant's boat and Tenant is personally responsible for all said fees and that no boat shall be removed from the landlord's premises until all charges are fully paid.

Tenant is required to carry proper boat insurance at all times while stored at Carriage House Marina and agrees to the following clauses:

Indemnity Clause: It is expressly agreed by the Tenant that the Marina is not in any way an insurer of the property of the Tenant, the Tenant's family, invitees, employees or agents. The Marina shall not be liable for personal injury, loss of life, property loss, or property damage to the above-described vessel, motor, and accessories or the contents thereof, due to fire, theft, vandalism, collision, Marina equipment failure, windstorm, rain, hurricane, or other casualty loss, or the actions or inactions of Marina employees and agents. Further, the Tenant indemnifies and holds the Marina harmless against any loss, suit, damage or claim to or on behalf of any person, including the Tenant and the vessel, which arises out of the use of the slip or the Marina facilities, whether or not such loss, suit, damage or claim is based on negligence of the Marina or any other party. In consideration of the execution of the Contract, and as a material term thereof, the Tenant shall not under any circumstances whatsoever subrogate or assign any claim of any sort against the Marina, its agent or employees, to any third parties, including insurers or underwriters. The Tenant acknowledges that any such attempted subrogation shall be null and void.

Insurance Clause: Tenant agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Tenant agrees to release and discharge Carriage House Marina from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with the docking facility or Marina. This release and discharge shall cover without limitation any loss or damage resulting from Carriage House Marina employees parking or hauling Tenant's boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain or any other act of God.

It is agreed that this contract is performable and venue shall be in the State and County of Monmouth NJ. All notices required by this Winter Storage Rental Agreement or the law shall be to the addresses stated herein.

Tenant(s) certify that the printed matter on both pages of this agreement have been read and the terms and conditions set forth herein are fully understood. Tenant(s) further certify that they find the boat rental space suitable and acceptable.

I, (We), acknowledge receipt of a copy of this agreement.

Accepted by: TENANT_____ DATE_____

Accepted by: TENANT_____ DATE_____

LANDLORD: Lance Cunningham, Inc.,T/A Carriage House Marina

**********Please sign and return to Marina Office with payment. Thank You.**********