

**2009 – 2010
WINTER STORAGE AGREEMENT**

This agreement is made on this _____ day of _____, 20____ by and between the

BOROUGH OF MANASQUAN,
A municipal corporation of the State of New Jersey (“**Manasquan**”)

And

Name

Address

Telephone Number

(“**Owner**”)

Manasquan and Owner, for good and valuable consideration, each intending to be legally bound, agree as follows:

1. Manasquan assigns a storage area in the Pompano Avenue parking lot to Owner from November 1, 2009 to May 1, 2010 to provide dry storage for the following private boat, recreational vehicle or noncommercial trailer.

Name (if any)

NJ Registration No.

Make/Model

Length

Year Manufactured

Color

*****Storage area (stalls) are located on the NORTH side of the Parking Lot.**

*****Please place your sticker that it is visible from the front.**

2. Owner shall pay Manasquan the sum of \$_____ for the storage fee upon signing this Agreement.

3. Owner shall be bound by the "Terms and Conditions of the Winter Storage Agreement" attached to and made a part hereof of this Agreement.

4. If Manasquan is unable to contact Owner in the event of an emergency, Owner authorizes and directs Manasquan to contact:

Name

Telephone No.

Name

Telephone No.

IN WITNESS WHEREOF, Manasquan has caused this Agreement to be signed by its Municipal Administrator and Municipal Clerk and Owner has signed this Agreement to be effective on the date written above.

ATTEST:

BOROUGH OF MANASQUAN

Colleen Scimeca, RMC, CMC
Municipal Clerk

John T. Trengrove
Municipal Administrator

Owner Signature

TERMS AND CONDITIONS OF WINTER STORAGE

1. Manasquan grants Owner permission to store a private boat ("boat"), recreational vehicle ("RV") or noncommercial trailer ("trailer"), collectively called the "stored property", in a stall to be designated by Manasquan. Storage of the stored property shall commence not earlier than **November 1, 2009**. The stored property shall be removed from the stall not later than **May 1, 2010**.
2. The stored property must be currently registered with the State of New Jersey.
3. A boat shall be placed on a boat trailer or on blocks to be supplied by Owner. All stored property shall be removed from the stall not later than **May 1, 2010**.
4. In the event Owner fails to remove the stored property from the stall on or before **May 1, 2010**, Owner shall be responsible to pay Manasquan the sum of \$50 per day for each and every day any of the items remain on Manasquan's property after **May 1, 2010**.

All monies due to Manasquan for failure to remove the stored property shall continue notwithstanding Manasquan moving the stored property to another location selected by it, and the monies shall be payable until items are sold pursuant to the terms of Section 5 below.

5. In the event the stored property is not removed from the stall on or before **May 1, 2010**, Manasquan shall have the right to remove these items to another location selected by Manasquan and/or sell the stored property at public or private sale, and apply the proceeds of sale against any sums due to Manasquan. Any excess proceeds of sale shall be refunded to Owner.
6. Owner shall supply Manasquan with a copy of Owner's current insurance policy providing liability coverage for the stored property.
7. The maximum length of the stored property shall be 30 feet.
8. Owner is prohibited from performing any work on the stored property other than normal interior and exterior cleaning and waxing. No repairs, engine work, mechanical work, fiberglass work, construction or painting is allowed.
9. Owner is prohibited from causing any dangerous or adverse environmental condition of fire hazard.
10. No toxic chemicals or substances shall be utilized or stored on the stored property.
11. All holding tanks must be emptied before placing a boat in the stall. No cleaning, emptying or dumping of holding tanks is permitted while the boat is on Manasquan's property.

12. The bottom of any boat shall be cleaned prior to bringing the boat into the Pompano Avenue parking lot. No bottom cleaning of a boat is permitted in the parking lot.
13. Owner is prohibited from disposing of any paper, refuse, garbage or any other type of solid waste except in containers provided by Manasquan.
14. Owner is prohibited from using any mechanical or electrical equipment or engines on the stored property during any time in which the boat is stored on Manasquan's property.
15. No sleeping on or in the stored property or use of stored property of any living purposes is permitted.
16. Storing of boats is restricted to private pleasure boats used for recreational purposes only. No party, charter or commercial boat of any kind shall be eligible for storage. Storage of a trailer is limited to a noncommercial trailer.
17. No utilities, such as water or electricity, will be provided by Manasquan.
18. Manasquan shall not be liable for any loss or damage suffered by or to the stored property resulting from any condition, act or occurrence of whatsoever nature.
19. Owner agrees to use the parking lot and stall at Owner's own risk. Manasquan will not be responsible for theft or damage to the stored property. Owner agrees to hold harmless, indemnify and release Manasquan from any claim of whatsoever nature relating to the use of the winter storage facilities.
20. Manasquan discloses to Owner that it does not carry any insurance of any type or kind for the benefit of Owner.
21. Manasquan discloses to Owner that it does not provide any security services.
22. Owner is prohibited from assigning Owner's rights under this Agreement to any other person or entity.
23. Manasquan reserves the right to terminate this Agreement if, in the sole judgment of Manasquan, Owner has failed to comply with the terms and conditions of this Agreement. In the event Manasquan terminates this Agreement, Owner shall be responsible to remove the stored property from the storage facility within five days of the date on which Manasquan shall mail written notice, by first class postage, to Owner.
24. This Agreement contains all terms and conditions of the Agreement between Manasquan and Owner. No modification of this Agreement shall be binding upon either party unless such modification is made, in writing, and signed by both Manasquan and Owner.