



**TR KAWYAM
MARINA LLC**

3323 RT 37 E., Toms River, NJ 08753

P: (732) 929-8168

2025 BOAT SLIP AGREEMENT

DATE:

PERSONAL INFORMATION

(Please complete ALL sections):

NAME:

CELL:

ADDRESS:

EMAIL:

VESSEL INFORMATION:

YEAR:

MAKE:

MODEL:

HULL MATERIAL:

REG #:

NAME (If any):

INSURANCE COMPANY:

POLICY #:

SLIP RATES (Please select where applicable):

	PWC PORT RENTAL	\$1,499		SLIP W/ LIFT UP TO 34FT	\$6,999			
	TRADITIONAL BOAT SLIP	\$105/ FT		BOAT TRAILER STORAGE	\$399			
	SLIP W/ LIFT UP TO 27FT	\$5,999		SINGLE PWC TRAILER STORAGE	\$299			
	SLIP W/LIFT UP TO 30FT	\$6,499		DOUBLE PWC TRAILER STORAGE	\$299			

TERMS OF CONTRACT

1. Number of Vessels.....
\$_____
2. Total Amount Due \$_____
3. Deposit
Amount.....\$_____
4. Total payment must be received by January 14th, 2025, or you will forfeit your slip reservation. TRM will rent the slip on a first-come, first-serve basis.
5. **MUST** have a copy of insurance certificate and vessel registration upon signing the contract.
6. Acceptance of agreement is contingent upon full payment of all prior obligations.

SLIP GOOD THRU:	4 / 15 /2025 to 10 / 31 / 2025	SLIP #:		PWC	A Dock	B Dock	C Dock	LIFT
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Note: The dates listed above are not negotiable; payment must be received by TRM no later than the dates specified.

TERMS AND SCOPES

Subject to all terms and conditions contained herein, TRM hereby grants the vessel owner the non-exclusive right to moor his or her vessel in Slip Number ___ at the above location beginning APRIL 15TH 2025 and ending October 31st, 2025. Vessel owners shall use the marina facilities for reasonable and typical boating activities. (NOTE: Please read pages 2,3 and 4 of this agreement)

Customer Signature: _____

(FOR OFFICE USE ONLY) Received by:

Full Payment Received:

YES

NO

TR KAWYAM MARINA LLC

TERMS AND CONDITIONS

1. Live-Aboard: TRM does not permit ANY Live-Aboards. (A live-aboard is defined as a customer who resides on a boat for any consecutive period of nights and days in any day 30 period.)
2. Limits of Liability: TRM shall not be liable or responsible for any injury, personal injury, damage or loss (including death) of any kind to any person including the vessel owner, vessel owner's family members, guests, agents or invitees, whether caused by negligence of, or the acts or omission of TRM, its officers, agents or employees, or any other cause whatsoever, excepting only gross negligence and intentional acts.
3. TRM shall not be liable or responsible for any property damage or loss of any kind to any person including the vessel owner, vessel owner's family members, guests, agents or invitees, whether caused by negligence of, or the acts or omission of TRM, its officers, agents or employees, or any other cause whatsoever, excepting only gross negligence and intentional acts.
4. Vessel Owner for himself and assigns hereby knowingly, irrevocably and expressly waives any and all rights and/or subrogate cause of action and/or claims that vessel owner may have against TRM and its officers, employees, agents, successors and assigns and covenants and guarantees to them that vessel owner shall not make such assignment (s). This provision is and is intended by the parties to be a waiver of [subrogation cause\(s\) of action](#) or claims vessel owners may have against TRM its officers, agents, employees and successors.
5. Liability Insurance: The Vessel Owner is responsible for carrying adequate liability insurance on the vessel to cover damage that the vessel and trailer may do to property belonging to TRM or to other slip customers. No vessel or trailer will be allowed in the marina without adequate insurance. TRM reserves the right to demand proof of insurance.
6. Indemnification: Vessel Owner agrees to defend, indemnify and hold harmless TRM , its managers, agents and assigns for any and all claims, damages, losses, demands, causes of actions or liabilities of any kind, including attorney's fees, for personal injuries, including death, damage to property arising out of the use by vessel owner (including vessel owners family, employees, agents, guests or invitees including business invitees) of the vessel, or the mooring of the Vessel by vessel Owner.
7. No Warranties: Vessel Owner shall license the slip from TRM in its "as is" condition
8. Sunken Vessel: In the event the vessel owner's unit sinks in its slip or within the marina grounds, vessel owner will commence salvage activities within 24 hours' notice by TRM that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give TRM the right to salvage the vessel and vessel owner shall reimburse TRM for all expenses incurred in the salvaging or attempted salvaging of the vessel.
9. Removal of Vessel upon Termination: Upon termination for any reason or expiration of this license agreement, the vessel owner shall remove the vessel from marina property within two (2) days' notice.
10. Non-transferable: Vessel owner shall not assign, transfer, sublet or permit the use of assigned space to any other party without written consent of TRM.
11. Termination of Contract: Any failure by vessel owner to comply with each said terms shall constitute a default by vessel owner and shall give TRM the right at its option to terminate this Agreement and any license vessel owner may have hereunder. Vessel owner additionally agrees that TRM may terminate, change or modify this Agreement at any time and for any reason. This Agreement constitutes a revocable license. If upon termination the vessel owner refuses to vacate the slip or dock space, the

vessel owner agrees that TRM may haul the vessel and retain possession of the vessel until all outstanding balances, including fees for the hauling and storage related to collection, have been satisfied.

TR KAWYAM MARINA LLC

TERMS AND CONDITIONS (continued)

12. Moorage is "At your own Risk": TRM does not assume any responsibility for fire, theft, or damage incurred by vandalism, riot, civil disorder, Act of God (including but not limited to damage caused by storms), or any other reason; to any boat and trailer or other personal property within the limits of the marina's boundaries in the water or on land.
13. No Landlord/Tenant Relationship Created: Nothing in this Agreement shall be interpreted as to create a Landlord/Tenant relationship. This Agreement is revocable license and vessel owner acknowledges and agrees that it does not grant any interest in real property of any kind.

Miscellaneous Provisions:

1. Noise should be to a minimum: Between 10pm and 7am. Please be courteous to your neighbors.
2. Use of bicycles, scooters, skateboards and motorized vehicles are strictly prohibited on the docks and piers.
3. It is the sole responsibility of the vessel owner to secure their boat to pilings and piers. All boats must be secured as to not cause damage to surrounding property.
4. In the event of a storm or other natural disaster, TRM requires all vessel owners to add additional lines needed to secure their vessel sufficient to weather the storm.
5. Pets are permitted as long as they do not disturb other customers. Pets must be leashed at all times (Please remember that no matter how friendly you think your pet is, not all of our customers necessarily share your same feelings). The town ordinance for waste removal by the owner must be observed.
6. Refuse and garbage is not to be thrown overboard, but is to be placed in the containers provided. Oil, inflammables and oily bilges may not be discharged into marina waters (subject to \$5,000 fine). NO outside fuel cans and NO fish carcasses are permitted in the basin. Please dispose properly.
7. Laundering and drying of laundry on docks, finger piers, decks or rigging is not permitted.
8. All guests must observe and obey all signs posted on marina property. They are provided for maximum safety and convenience.
9. No running on property. Children are to be supervised by an adult at all times.
10. The extent of boat repairs and maintenance at the dockside is at the discretion of the management. Generally, major repairs are not allowed.
11. Docks are to be kept clear at all times, storage of loose gear is not permitted. Hoses and power cords should not cross docks.
12. The installation of items such as poles, hooks, etc., must have approval of the management.
13. Advertising signs are prohibited (this includes "For Sale" signs). TRM does not allow solicitation of business or sale of merchandise by any guest, no exceptions.
14. Marine toilets with any type of overboard discharge are strictly prohibited from discharging in the marina.

TR KAWYAM MARINA LLC

TERMS AND CONDITIONS (continued)

15. Rules of the Road and Navigation Laws of the United States apply to all vessels in or approaching TRM. Please note all waters in and around the marina are designated as NO WAKE ZONES.
16. Guests leaving for an extended cruise (one week or more) should notify the manager so proper arrangements can be made to have your slip clear upon return. TRM reserves the right to rent all slips when they are vacant.
17. TRM reserves the right to hold slips for its own use regardless of any previous rental.
18. No refunds will be made after February 1st.
19. NO OPEN FIRES of any kind, including charcoal fires, will be allowed anywhere on the marina's property including the dock, or on the vessel while moored in a slip at the marina. Cooking aboard a boat is NOT permitted.
20. TRM reserves the right to refuse moorage to any customer based on the appearance and condition of the vessel

I, owner of the listed vessel above, agree to all terms and conditions. I further understand it is my responsibility to read and abide by the rules and regulations listed. If the contract is broken within my summer rental period, Toms River Marine and Motorsports has the right to revoke.

Customer Signature: _____ Date: _____

PAYMENT AUTHORIZATION

CARD TYPE: ☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER ☐ CHECK (CHECK #:_____) ☐ CASH (\$_____)

CARD NUMBER:

EXPIRATION:

SECURITY CODE:

ZIP CODE:

I hereby authorize TR KAWYAM MARINA LLC to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Signature: _____ Date: _____