SLIPHOLDERS AGREEMENT NUMBER ____

The parties to this Slipholders Agreement ("Agreement") are the ROSA, LLC DBA Blue Water Marina, P.O. Box 472, Wayne, PA19087 ("the Marina") and the vessel owner _____ ("Slipholder").

Slipholder Name:	_____	Home Telephone:	_____
Mailing Address:	_____	Cellular Telephone:	_____
	_____		
Email Address:	_____		
Emergency Contact:	_____	Cellular Telephone:	_____
Vessel Manufacturer:	_____	Hull Identification No.:	_____
Model:	_____	NJ Registration No.:	_____
Year Built:	_____	Length:	_____
Color:	_____	Beam:	_____
Name of Vessel:	_____	Draft:	_____
Insurance Company:	_____	Policy No.:	_____
Mailing Address:	_____	Issue Date:	_____
	_____	Expiration Date:	_____

Will you require electric for your vessel: YES or NO Are you a current Atlantic City Electric customer: YES or NO

Electrical Equipment (Check if so equipped):
Air Conditioning: _____ Battery Charger: _____ Stove/Oven: _____ Microwave: _____ Other: _____

Total cost of Agreement is $_____ (includes two keys)

Payments under this Agreement shall be made prior to Slipholder's vessel is moored at the Marina and slipholder is allowed access to dock and all related facilities.

This Agreement shall commence on the 1st day of April 2027 and shall terminate on the 30th day of November 2027 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.

< Continue and Execute on Reverse Side > Applicant's Initials: _____

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.

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. Slipholder will not install any items including boat lifts, dock boxes, kayaks, inflatable or any other item.

If a Slipholder occupies a slip other than their assigned slip without the permission of the Marina or moors another vessel stated above, the Marina at their sole discretion will remove the vessel from the Marina.

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: _____
ROSA, LLC

ROSA, LLC ©08/26