



LEE'S COUNTY PARK MARINA
P.O. BOX 1295
Morristown, New Jersey 07962-1295
Telephone No. (973) 398-5199
E-Mail: leesmarina@morrisparks.net

2023-2024 Winter Storage Contract

This Agreement, made this ___ day of _____ 2023 by and between the Morris County Park Commission, hereinafter referred to as the "Commission" located at P.O. Box 1295, Morristown, New Jersey 07962-1295 and

Name: _____

Address: _____

Telephone: Home: _____ **Cell:** _____

Emergency: _____

Email: _____

hereinafter the "Boat Owner"

The Commission agrees to permit the Boat Owner to store a boat on its Premises at Lee's County Park Marina, Howard Boulevard, Mt. Arlington, New Jersey from October 1, 2023 to April 1, 2024. *\$5.00 per day storage fee for trailers left after April 15, 2023 Initial _____.

Boat/Trailer Information: Please provide a copy of your boat and trailer registration with signed contract.

Boat Make: _____ **Registration Number :** _____

Boat Size: _____ **Trailer Plate #:** _____

Description of Trailer(Length and Make): _____

Storage Location: _____

WITNESSETH: Commission hereby leases to said Boat Owner for the purpose of:

Winter Storage in the amount of:

Outdoor Field Storage \$335.00

Payment in full for the season must accompany this contract.

The responsibility of the Commission is limited solely to providing space for winter storage during the period designated above. The Commission assumes no responsibility for the boat or trailer upon which the boat sits from any damage or loss for any reason whatever to it or other persons or property which it may cause, including but not limited to theft, vandalism, natural occurrence such as storm or flood.

The Boat Owner assumes all responsibility for the safety and protection of the boat and trailer and for any damage which the boat may cause to person or property while on Commission property. The Boat Owner represents that nothing will be stored in the boat, that the boat will be properly covered and secured for winter storage.

In the event that the boat is not removed from storage by Boat Owner on the date this Agreement requires, then Boat Owner specifically authorizes the Commission and its agents or employees to move the boat and trailer to any place the Commission in its discretion deems is in the Commission’s interest and to pay the Commission the reasonable costs of removal, relocation and storage. If the Boat Owner does not pick up the boat within thirty (30) days of the date the Agreement to storage terminates, then the Commission may dispose of the boat and trailer in any manner it deems appropriate and may retain any proceeds of sale of said boat and trailer as compensation for the removal, relocation, storage and inconvenience caused by Boat Owner’s failure to comply with this Agreement.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the granting of permission by the Morris County Park Commission and the County of Morris to the Applicant for the use of facilities set forth above, Applicant shall indemnify, defend and hold harmless the Morris County Park Commission, the County of Morris, their employees, agents, Commissioners, professionals and volunteers, collectively (“Morris County”) from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys’ fees and related costs) and/or other expenses or liabilities of any nature whatsoever including, without limitation, the investigation and defense of any claims, arising out of or resulting from the conduct of the activities for which this application is made, and for the use of the facilities and any other facilities which are employed by the Applicant, or their guests, during the period for which the facilities requested are used, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Applicant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

Individual or _____
Individual on behalf of:

Organization

Date signed Winter Storage 10/1/23 – 4/1/24
Purpose of Use Date of Use

For the Morris County Park Commission Lee’s County Park Marina (LCPM)
Location