

OCEAN CITY WATERFRONT PARK AND MARINA

**200 BAY AVENUE
OCEAN CITY, NJ 08226
609.399.6111**

DOCKAGE AGREEMENT

The Ocean City Waterfront Park and Marina was partially funded with a grant from the New Jersey Department of Environmental Protection Green Acres Program and is therefore subject to all regulations and restrictions of that program. No provision of this agreement shall be construed to permit any privilege or activity that is prohibited by any Federal, State or County statute, regulation or ordinance.

Welcome, it is our desire to make your visit with us a pleasant one. In this respect, we draw your attention to our rules, regulations and rental agreement which govern our operation:

Name of boat _____ Registration # _____

Manufacturer _____ Length _____ Type _____

Beam _____ Year _____

Residence Address _____

Work Address _____

Telephone _____ Emergency Telephone _____ E-mail _____

Drivers License State _____ Drivers License # _____

Insurance Company _____ Policy Number _____

Persons other than owner authorized to access or operate vessel:

Rental Agreement, Rules and Regulations

Ocean City Waterfront Park and Marina (Marina) hereby leases to Owner the slip and / or other items, on the terms and conditions hereafter set forth:

1. For the purposes of this agreement, the term "owner" shall include the actual registered owner of the yacht, members of his family, guests, outside labor, agents, or other persons using the yacht.
2. The Owner shall abide by the rules and regulations now and hereafter in force as promulgated by the Marina and as from time to time posted at the marina.

3. Owner hereby acknowledges that he has inspected the Marina and those portions of the Marina associated with the slip, including without limitation, the floats, walks, gangways, and ramps, knows the condition of same and hereby accepts the slip in such "As-Is" condition and agrees that no statement or representation as to condition or has suitability been made by Marina or any representative.
4. The parties hereto agree that neither the Marina nor any agent, servant or employee of the Marina shall be liable for any loss, damage or personal injury to the person or property of the Owner, including the vessel, its inventory and equipment nor to the Owner using the marina, whether such loss, damage or personal injury be occasioned by fire, theft, Act of God or any other cause or condition. The Owner shall indemnify and hold harmless the City, its agents, servants and employees for any injury to person, including death, or damage to property, arising out of the Owner's utilization of the Marina or other City property pursuant to the terms and conditions hereof, including but not limited to claims arising from the maintenance, use and operation of the vessel and the maintenance and operation of the Marina. The indemnification hereunder shall be construed to be the broadest possible permitted by the laws of the State of New Jersey. In the event of a claim, demand, presentation and/or suit against the City, the Owner shall save and hold harmless the City and shall at its own expense, defend the City.
5. The Accessing Property Owner further agrees to maintain insurance with coverage limits not less than \$1,000,000 Bodily Injury and \$1,000,000 property damage on his vessel and agrees to hold harmless the City of Ocean City for any liability that could arise with regard to the use of the Marina. The Owner (other than those Owners docking on a transient basis) agrees that he shall provide the City of Ocean City with an appropriate Certificate of Insurance valid for the entire season on or before the first day the vessel is to be docked. The Certificate of Insurance shall indicate that the insurance required by the City is effective and shall name the City as an additional insured.
6. This agreement is for the use of the pier space only and such space is to be used at the sole risk of Owner. Marina shall not be liable for the care or protection of the vessel, her gear, equipment or contents, or for any loss or damage of whatever kind or nature to the vessel, her contents, gear or equipment howsoever occasioned. Marina makes no warranty of any kind as to the condition of the piers, walks, wharfs, gangways or mooring gear and equipment, nor shall Marina be liable for injuries to the person or property of Owner, his agents, employees or guests from any cause or circumstance.
7. The Marina at its option may terminate this agreement at any time, if in its sole judgment the Owner does not adhere to the rules and regulations of the Marina or conducts himself in a manner detrimental to the Marina or the other vessel owners. In addition, upon default by the Owner of any of the terms and conditions hereof, which shall include non-payment of rent or other charges, or other defaults, the Marina at its option may declare this agreement to be in default and shall have all rights and remedies available under the laws of the State of New Jersey to recover possession, evict, expel and/or recover unpaid rent. This contract shall then be terminated without refund to the Owner. Upon termination, the vessel and all personal property must be removed from the premises within one (1) week. It is agreed that the

Marina, at its option, may remove the vessel to another yard for storage. The Marina will have a lien on the yacht if money is owed and may lawfully retain the yacht until all claims are settled. In either event, regular transient rates will be charged. The Owner agrees to pay for any and all expenses, including court costs and attorney's fees in the event any action is necessary to enforce any terms or conditions of this contract.

8. This contract may not be assigned by the Owner and the property leased hereunder may not be sublet. If the vessel is sold, this agreement is automatically terminated and the same provisions for removal apply as outlined above, unless a new rental agreement has been agreed to by both parties, signed and paid in full by the new owner.
9. Chartering or soliciting for charter or sale is not permitted from the premises. No sign for the purpose of advertising or display shall be placed on the vessel.
10. The Marina reserves the right to use the leased property hereunder when not occupied by the Owner at the Marina's own profit and without adjustment in the seasonal rent.
11. The Marina reserves the right to board and/or move the Owner's vessel if, in its sole judgment, this becomes necessary.
12. The Marina reserves the right to assign slips according to vessel length and beam in order to provide maximum use of the facility. If the vessel is moved to a smaller slip, the Owner shall receive a refund of the difference in rental between the larger and smaller slips, prorated for the time remaining in the season.
13. The Marina reserves the right to properly rig the vessel and bill the Owner, if he fails to meet specified docking requirements. The minimum requirement is three (3) nylon lines with one-half inch (1/2 ") diameter for all vessels up to 28' in length and 5/8 inch diameter for all vessels greater than 28' in length.
14. One half the required seasonal rental fee shall be due at the signing of this agreement, which will serve as a deposit to reserve the slip until April 15, or date of lottery. The balance is due and payable upon entry or April 15th, whichever comes first. Failure to pay as provided in this paragraph shall result in loss of the slip and forfeiture of the deposit.
15. Season's length: April 1st through November 30. Boats remaining in the marina beyond November 30th will be charged on a daily transient basis. Boats arriving prior to April 15th will be charged on a daily transient basis.
16. The running of engines is permitted for warm-up purposes only, not to exceed ten (10) minutes.
17. The marina parking area is not reserved for boat owners. Boat owners are entitled to one overnight parking pass only. Only vehicles with a valid overnight parking pass shall be permitted to remain in the Marina parking lot after sundown. No trailers or boats are permitted in the Marina parking lot.

18. All docks, finger piers, and parking areas are to be kept clear of gear and accessories.
19. No swimming, fishing, or crabbing permitted off the boats and bulkheads in the Marina.
20. No sanding, scraping or painting of gear on finger piers or docks.
21. Water faucets located in the Marina are for all to use for boat washing and tank fill. No lessee has exclusive use of a faucet. Hoses must be hung on hangers provided or kept on boat. Hoses must be shut off when not in use. The washing of automobiles is prohibited.
22. Trash must be placed in plastic bags, tied, and deposited in the containers provided. Nothing shall be thrown in the water or on the grounds.
23. Fish must be cleaned at designated areas only and remains deposited per Marina Rules. Nothing shall be thrown in the water.
24. No fuel is to be stored or carried on docks. All fueling must be done at fuel dock. No exceptions will be permitted.
25. The use of boat toilets is **ABSOLUTELY PROHIBITED**. This is a New Jersey State law. All facilities are provided ashore.
26. The final acceptance of any boat for a slip shall rest entirely with Marina Management.
27. All bills must be paid in full before boat is removed from the marina.
28. Absolutely no Hibachi, grills, fires, or stoves are allowed on docks, fingers, or grounds of the Marina.
29. No small boats, rafts or dinghies of any kind or any personal property may be stored on docks, fingers, or in slips. Only one boat per slip is permitted.
30. Do-it-yourself oil changing will not be permitted in the marina. Oil, oil cans, gasoline or any other flammable substances must not be disposed of in trash containers.
31. Disorderly conduct by any owner, his guests, or crew will not be tolerated and shall be cause for said boat's immediate removal from the marina with no refund.
32. Boat owner warrants that vessel is and shall be maintained in safe operating condition and will furnish upon request a statement from an authorized service facility approved by the Marina.
33. Continuous vacancy of the slip for more than fifteen (15) days is conclusively presumed to constitute both an abandonment of the slip by Owner and an immediate termination of this agreement, unless the Marina is notified in writing prior to the commencement of said period of absence of Owner's intention to maintain this agreement in force and effect.

- 34. Live aboard is not permitted. Occupancy for more than 48 consecutive hours shall be considered live-aboard.
- 35. Only non-toxic anti-freeze can be used on Marina property.
- 36. Licensee acknowledges that Licensor makes no representation regarding the adequacy of water levels for ingress and egress. Licensor is not responsible for damages resulting, directly or indirectly from low water levels.
- 37. Laundry shall not be hung on boats, docks or finger piers in the Marina.

Accepted by:

Owner

Date