

### DOCKAGE RENTAL PROVISIONS

**Boat owner hereby agrees to lease a boat slip and/ or summer/winter storage space at the SHARK RIVER MUNICIPAL MARINA, are subject to the following provisions:**

1. The marina leases space only. All facilities including the space leased are on offered privilege with the understanding that the marina and its agencies assume no liability of any hazard or occurrence, included but no limited to personal injury, property damage, contractual liability, theft, incidental and consequenllal damages, etc., and the rates are determined with this in mind. Owners are notified to carry a **CURRENT INSURANCE POLICY** if they desire protection against the risks and will not be launched with out a copy.
2. The management reserves the customary right to use or rent any vacant boat slip in the absence of the regular occupant and season rental rates are quoted with this privilege in mind.
3. Marina slips are rented for personal use of the boat owners, their family and friends. Boat owners agree not to rent his/her boat to others or engage in any boat chartering or boat leasing activities.
4. Assignments of this lease and subleases are strictly prohibited by the customers.
5. No fishing party business and no commercial activities of any type may be engaged in by the renter directly or indirectly without specific consent of the Marina which may be arbitrarily withheld.
6. For the orderly use of the Marina by all tenants thereof, the boat owner agrees to abide by the following rules of conduct:
  - a) The boat owner must see that his boat is operated in a safe and proper manner at all times. He/She is responsible for any damage caused by his/her boat, or by the wake of his/her boat.
  - b) No debris, trash, or garbage shall be deposited in the Marina or on the docks thereof or on the approaches to said Marina or docks, except where indicated, and the owner, captain, or person in charge of a boat shall be responsible for the enforcement of this rule by passengers or guests in vessel.
  - c) Boat toilets are NOT to be discharged at any time while the boat is in the Marina or in the approaches thereof.
  - d) No refueling of boats with gasoline or diesel fuels allowed on Marina premise.
  - e) All hoses used while boats are in the basin must be equipped with an automatic shut-off nozzle in working condition.
  - f) All boat captains, owner or person in charge of the operation of a boat shall be responsible for the conduct of all passengers and guests of such boat while such persons are on the premises of the Marina.
  - g) The Marina is adopting the, "New Jersey Clean Marina Program" and in conjunction with, "Green-Acres Regulations". The painting, scrapping of boat bottoms and the installation and removal of zinc anodes should be applied or installed by a, "Certified Professional" Boat owners may not conduct this activity if he/she does not adhere to the Department of Environmental Protection Guidelines for this activity. This also covers the disposal of toxic paint, chemicals and solvents. These guidelines can be picked up under separate cover at the Marina office during business hours.
  - h) "NO" powerwashing of any vessel hauled or stored in the winter/summer storage season is permitted by the boat owner or outside vendor.
    - i) No alteration or additions to the docks, electric or water can be made with out the consent of the Marina management.
7. Slips are rented for the use in accordance with the prevailing custom and are subject to such regulations and control as the management deems necessary. All privileges may be cancelled at any time by management with or without cause. In the event that such privileges are cancelled without cause, the owner's sole claim against the management shall be a proporrllonate adjustment of rent based upon the period of time in which the boat is in the slip. Any breach of any of the provisions of this agreement by the boat owner, family or friends, may constitute cause for forfeiture and cancellation of this agreement at the option of the management. In the event privileges are cancelled for any cause listed in this agreement, the boat owner shall not be entitled to any adjustment in the rent and the entire rental fee shall be the property of the Marina.
8. It is particularly requested that customers realize that from the point of view of revenue for the Marina, boat slips in themselves are neither self-sustaining, nor, taken singly, are other operations such as winter storage, spring overhauling, or summer service work. The Marina depends for its successful operation on combinations of many usual boatyard activities, especially including new boat sales, used boat sales, gas, oil and accessories sales, etc. It is therefore, requested that customers using the facilities of the Marina will, when the occasion permits, give the management an opportunity to earn additional revenue from such major sources.
9. In the interest of security and general control of the Marina. No, "FOR SALE" signs shall be posted on boats during any season. This is an open invitation for anyone to board your boat or enter the premises at any time.
10. The lease does not contemplate that a boat placed in a boat slip will be used for long-term overnight residence. I.e.: more then a weekend, or an occasional few days. The slips are basically rented for the using of boats for recreational purposes and not for residence purposes. The Marina reserves the right to cancel any lease where a boat owner, his friends, relatives or others live-aboard for an extended period in excess of one week.
11. Size, make and model of a boat in a slip cannot be changed without consent of the Marina management. The transfer of boat slips will be made only at the discretion of the management and any transfer after March 15<sup>th</sup> will have a \$50.00 transfer slip fee.
12. ALL mooring lines, dock lines, hoses, and or other accessories left on the docks, "SHALL BE REMOVED", by the boat owner at the end of each season in the water. Present are exempt at this time. At the end of the season any items left behind will be considered, "Abandoned" and will be removed my Marina personnel.
13. In the event of an emergency such as a severe weather condition, a boat taking on water, etc; the Marina may attempt (If able) to render such emergency services deemed necessary to prevent further damage to the boat, other boats, or Marina property. This is not to imply that such emergency services are guaranteed. The boat owner will be expected to pay for such services, if rendered.
14. The lease is made subject to all Municipal, State of N.J., and Federal ordinances and restrictions.
15. **TIME PERIOD:** Boat slips are leased from April 1<sup>st</sup> thru December 1<sup>st</sup>. Boats must be removed from the slip by December 1<sup>st</sup>. In the event the boat is left in the slip after December 1st, you will be charged a transit rate of \$2.00 Per Foot a day, until the boat is hauled or removed from the slip.
16. **DOCKAGE PAYMENTS:** All dockage charges must be paid in full by and no later than March 15<sup>th</sup> of the year the lease is designated. If payment is not made in full by this date, lease for boat slips may be terminated and deposit monies shall become the property of the Marina, and shall be deemed liquidated damages for reservations of the boat slip.
17. All dockage and/or storage rentals are FINAL. The boat owner is aware that he is leasing space for the reason and is not entitled to a refund of any monies paid under this agreement, if for any reason he decides not to or is unable to use the slip or storage space. The parties recognize that the Marina need not miligate any damage in accordance with the rental of this space.