

*Shark River Municipal Marina
149 South Riverside Drive Neptune, NJ 07753
(732) 775-7400 Marina@NeptuneTownship.org*

Marina Rules and Regulations

Boat/PWC owner(s) who hereby agree to lease a boat slip summer/winter storage space and or ramp access at the Shark River Municipal Marina are subject to the following Marina Rules & Regulations:

License/Insurance Requirement

1. All boats are to be maintained in a sound, "Bristol" condition. (For purposes of these rules "Bristol" is defined as maintaining a current active registration and equipment with propulsion equipment which is suited to the design of the vessel. "Bristol" is further defined as being generally tidy and clean in appearance). All vessels in the Marina MUST be insured with a current active insurance certificate on file in the Marina office. If at any time management recognizes that a vessel is not adhering to these standards and/or management considers there to be a risk of sinking, fire or such hazard, management may, at its sole discretion, give the owner of the vessel up to thirty (30) days written notice to correct the condition(s) identified by management. However, in emergency situations in which case management may take immediate action to correct the condition. Failure to correct the condition(s) identified by management will be considered a default in the terms of the tenant's current slip lease. As such, the vessel will be required to vacate or be removed from the premises until such condition(s) are corrected or repaired.

Rental of Boat/PWC Slips

2. The lease is made subject to all Municipal, State of New Jersey, and Federal ordinances and restrictions.
3. The marina leases space only. All facilities including the space leased are an offered privilege with the understanding that the marina and its agencies assume no liability of any hazard or occurrence, included but not limited to personal injury, property damage, contractual liability, theft, incidental and consequential damages, etc., and the rates are determined with this in mind.
4. Marina slips are rented for the personal use of the boat owners, their family and friends. Boat owners agree not to rent their boat to others or engage in any boat charters or boat leasing activities.
5. Assignments of the lease and/or subleases are strictly prohibited by the customers. Seasonal ramp passes are not transferable.

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- 6.** No party boat business or commercial activity, of any type may be engaged in by the lease, directly or indirectly without the specific consent of the Marina management and is limited to identified commercial piers and docks only.
- 7.** Slips are rented for use in accordance with the prevailing custom and are subject to such regulations and control as the management deems necessary. Any breach 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.** 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.
- 9.** The lease does not contemplate that a boat docked in a boat slip will be used for long-term overnight residential use. (i.e., more than a weekend, or an occasional few days). The slips are basically rented for the use by boaters for recreational purposes and not for residential purposes. The Marina reserves the right to cancel any lease where a boat owner, his friends, relatives or others live on-board the vessel for an extended period or in excess of one week.
- 10.** Slip assignments cannot be changed without the 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 15th will require a \$50.00 transfer slip fee.
- 11.** ALL mooring lines, dock lines, hoses, and/or other accessories "SHALL BE REMOVED" by the boat owner after use; however, this does not include dock boxes. At the end of the season (December 1st) or when the boat is removed from the slip for the season any items left behind will be considered, "Abandoned" and will be removed by Marina personnel.

Contracts

- 12.** Contracts for the summer season shall be in effect from April 1st through December 1st of each year.
- 13.** Contracts for winter storage shall be in effect from November 1st through May 15th of the following year.

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- 14.** Boat/PWC owners who possess a valid New Jersey Vessel Registration and insurance policy may enter into a contract for the registered vessel. The boat/PWC owner shall present the valid registration and insurance policy the time the application is signed.
- 15.** The Boat/PWC owner shall agree that all charges are due by March 15th of that year with a 25% deposit due by December 15th of the previous year. An interest rate of 1.5% per month shall be charged on all accounts which are past due. No Boat/PWC will be launched or otherwise permitted to leave the Marina until all seasonal charges have been paid in full at the marina office. Boat(s)/PWC that are left at the Marina without payment for a time period of twelve (12) months shall be deemed abandoned and subject to seizure and sale in accordance with the laws of the State of New Jersey.
- 16.** Beginning May 15th, any Boat/PWC remaining in dry storage without a contract with Shark River Municipal Marina may be subject to the applicable per diem land storage charges and any yard handling charges.
- 17.** Any work to be performed by the slip lessee on his/her slip MUST be approved by Marina management. The Township has the right to remove any such structure, at its discretion, that does not have prior approval, including dock boxes.
- 18.** "NO" powerwashing of any vessel hauled or stored in the winter / summer storage season is permitted by the boat owner or outside vender.
- 19.** All payments for dockage fees, summer/winter storage rentals, and ramp passes are considered FINAL. The boat owner is aware that he is leasing space for the season and is not entitled to a refund of any monies paid under this agreement if for any reason he/she decides not to or is unable to use the slip storage space, or ramp. The parties recognize that the Marina need not mitigate any damage in accordance with the rental of this space.
- 20.** Boats in winter storage may have to be moved from time to time, for purposes of safety and the ability to be launched and /or to expedite any other marina functions. This will be at the discretion of marina management, however all attempts will be made to contact the owner for said purposes.

Speed/Wake

- 21.** Boats must be operated and/or secured so that they do not present a hazard to the facility, other boats, or the boat itself.

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- 22.** No person shall operate any watercraft in the marina area at a rate of speed which causes waves of a magnitude to damage docks, wharves, seawalls, or watercraft moored to docks or wharves along said waterway.
- 23.** Swimming from the vessels, piers, docks or bulkhead area at the Shark River Municipal Marina is prohibited.

Pets

- 24.** Pets are permitted only if they do not create any disturbance. ALL pets must be kept on a hand held leash and pet owners are responsible to clean up after their pets on/off Marina premises.
- 25.** All pets shall be kept sufficiently under control at ALL times so that they will not become a nuisance to others at the Marina.
- 26.** No more than two (2) domestic pets will be permitted per Slip.

Keys

- 27.** ALL Boat/PWC owners shall leave a set of keys and/or combinations to locks for their vessels at the Marina office at all times. In the event of an emergency situation, the marina personal must be able to move your vessel.

Open Flames

- 28.** No vessel owner shall operate outdoor gas-fired or charcoal barbecue grills, hibachis, or other open-flame devices, appliances, or tools on any vessel or on the docks adjacent to the land areas. The use of barbecue grills and hibachis shall be restricted to designated areas. NO barbecue grills and hibachis shall be left in a public area after use.
- 29.** No vessel at, near, or using the facilities of the Marina shall have any dangerous devices, appliances, or materials aboard, whether in solid, liquid, or gaseous form, unless they are approved by the U.S. Coast Guard, or other appropriate governmental agency(s), or are Underwriter Laboratory-approved for which they are being utilized.

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Fish Cleaning/Garbage

- 30.** Cleaning of any fish or shell fish shall be PROHIBITED except in designated areas and NO fish racks shall be thrown over board. Fish racks should be disposed of in plastic bags or news paper and placed into the green dumpsters.
- 31.** No refuse (including cigarette butts) shall be discarded in the water or the Marina premises. All garbage shall be securely wrapped, tied in plastic trash bags and deposited in receptacles supplied for that purpose. Any other debris must be placed where specified by the Marina office.

Noise

- 32.** All persons shall conduct themselves courteously, in compliance with all laws and so as not to constitute a public nuisance.
- 33.** All persons shall reduce noise levels on the docks between the hours of 9:00pm and 7:00am. Unnecessary noise shall be avoided AT ALL TIMES.

Parking/Vehicles

- 34.** Trailers are NOT to be parked or left by the dock walkways or bulk heading area.
- 35.** Vehicles may park in designated parking areas for customers at the waterfront bulk heading spaces, provided the parking passes are prominently displayed.
- 36.** Vehicles that have attached trailers will park in designated areas that are marked for customers with trailers.
- 37.** No vehicles are to park in any designated area at an angled position and shall park head on in the space that is provided.
- 38.** Campers and recreational vehicles may ONLY be parked in the designated parking areas with the permission of the Marina.
- 39.** Motorcycles and/or bicycles shall not be driven on the docks or piers and shall be parked in designated areas.
- 40.** All persons in the Marina shall observe all speed limits, parking and other designated signs with respect to vehicles and access.

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Restrooms

41. Restrooms may ONLY be used for their intended purpose.
42. No smoking, drinking or other activity other than that consistent with normal use of the restroom may be conducted.
43. Each patron of the restroom is expected to comply with customary sanitary practices including flushing of commodes, clean up of unusual dirt, remove of all personal items and utilizing trash disposal otherwise appropriate in a restroom. Other discardable items are to be deposited into dumpsters elsewhere on the Marina premises.

Marina Conduct

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 assure 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. The owner, captain, or person in charge of a boat shall be responsible for the enforcement of this rule by passengers or guests in their 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 is allowed on Marina premises.
- E) All hoses used while boats are in the basin must be equipped with an automatic shut-off nozzle in working condition.
- F) The Shark River Municipal Marina is adopting the, "New Jersey Clean Marina Program" and "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". However boat owners may conduct this activity if he/she adheres to the Department of Environmental Protection Guidelines for this activity which also covers disposal of toxic paint, chemicals and solvents. These guidelines are available at the Marina office during business hours.
- G) All boat captains, boat owners or other person in charge of the operation of a boat shall be responsible for the conduct of all passengers and guests while on the premises of the Marina.
- H) No alterations or additions to the docks, electric or water service can be made without the consent of the Marina management.

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All use of property in the Marina and all conduct of persons in the Marina shall be in accordance with these Rules and Regulations. These Rules and Regulations shall apply to each Tenant and the respective families and guests, employees, contractors, agents and invitees of any Tenant.

By signing below I have indicated that I have read and agree to the Marina Rules & Regulations for the Shark River Municipal Marina.

Signature _____ Date _____

Please check one:

Dockage Customer _____ Slip # _____ Ramp Customer _____