

EDGEWATER MARINA
989 River Road
(Borough Hall – 55 River Road)
Edgewater, NJ 07020

1. **Security Deposit, Slip Rental Fee and Utility Fee:**

Subject to Paragraph 8, the Boat Owner shall pay to the Borough the following fees for the use of the Slip and Marina:

- A. Slip rental fee balance (\$110.00 per/ft. based on overall boat length, including platforms, minimum size 25'; the Borough reserves the right to measure all boats to ensure accuracy) due and payable on or before **April 1st**; and
- B. All members must provide the Borough with a valid credit card, which may be charged if payment is not made within 15 days of the due date. No boats or contracts will be accepted without a valid credit card.
- C. For Boats utilizing electrical service, a utility fee of \$30.00 per month, per appliance will be collected prior to the start of the marina season.

All payments shall be made payable to the “Borough of Edgewater” and forwarded with completed contract to the following address:

**Borough of Edgewater
Attn: Marina
55 River Road
Edgewater, NJ 07020**

2. **Incorporation:**

The information provided above by the Boat Owner in Paragraph 1 is true and accurate and incorporated herein. The Boat Owner agrees that if any of the information in Paragraph 1 subsequently changes that it will provide updated information to the Borough within fourteen (14) calendar days.

3. **License Only:**

This Agreement grants the Boat Owner a revocable license to use the Slip and non-exclusive access to the Marina, including the boat basin, gangways, piers, docks, Marina building, sidewalks, parking lot and other common areas of the Marina that are reasonably necessary for use of the Slip. Notwithstanding anything in this Agreement to the contrary, reference to Marina elsewhere in this Agreement will not be construed to grant the Boat Owner any rights to areas of the Marina other than as expressly set forth above.

4. **Term:**

The term of this Agreement shall be for a period of six (6) months beginning on **May 1st** and ending on **October 15th**. Should the Boat Owner not store his boat at the Marina for winter (pursuant to a separate winter storage agreement) then the **slip must be vacated on or before October 15th**. Should the Slip not be vacated by that date, the Boat Owner agrees to pay the current transient fee for each day (exclusive of electric charges or other costs) until the boat is removed. Dock boxes must be emptied at the end of each boating season.

5. Failure to Timely Pay:

If the Boat Owner fails to pay the slip rental fee identified in Paragraph 2 above within two (2) weeks of receipt, the Borough shall impose a late fee of 1.5% from the payment due date and/or elect to terminate this agreement. Utility fees are due and payable with slip fee prior to the season opening.

6. Insufficient Funds:

The Boat Owner shall be charged \$35.00 or five percent (5%) of the face amount of the check, whichever is greater, for each check that is dishonored.

7. Refund:

If, for any reason, the Borough is unable to provide the Slip described in this Agreement or a comparable slip, Boat Owner's sole remedy shall be prompt refund of its security deposit and pro rata share of the Slip rental fee. If the boat owner chooses to cancel a slip for personal reasons, a pro rata refund may be allowed; **absolutely no refunds after July 1st**.

8. Condition of Slip and Marina:

The Boat Owner hereby accepts the condition of the Slip and the Marina "**AS IS**" and the Boat Owner acknowledges that the Borough makes no express or implied warranty as to the condition of the Slip, the water, the depth of the water, the common areas, or any utilities, gangways, piers, docks, buildings, fences, doors, locks, or any other aspect of the Marina. The Boat Owner shall take good care of the Slip and, at the expiration or sooner termination of this Agreement, surrender and deliver the Slip to the Borough in as good condition as when received by the Boat Owner from the Borough, reasonable wear and tear excepted.

9. Boat Owner's Liability for Damage to Marina:

The Boat Owner covenants to exercise due care in occupation of the Slip and to vacate the same in good condition, reasonable wear and tear excepted. In addition to all other liabilities and obligations of the Boat Owner to the Borough set forth above and hereafter, the Boat Owner agrees to pay to the Borough any and all damages suffered by the Borough as a result of any damage caused to the Marina and/or the Slip by the Boat Owner or the Boat Owner's Boat, including, but not limited to, damage to docks, pilings, bulkhead, utility lines, and any other real or personal property in which the Borough has an interest. As used herein, damages include all damages that the Borough may suffer including, but not limited to, property damage, business

interruption damage, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of the Borough or its agents, representatives, employees, invitees, partners, or any other person, firm, or entity.

10. Boat Owner's Release/Indemnification:

The Boat Owner releases and indemnifies the Borough, its agents, and employees from any and all claims, actions, penalties, liabilities, injuries, losses or damages (including reasonable attorney fees and cost of litigation) to persons or property arising out of or in connection with the Boat Owner's possession and/or use of the Slip and the Marina.

11. Insurance:

The Borough does not carry insurance on the property of the Boat Owner. The Boat Owner agrees to carry hull insurance and personal property damage insurance for the full value of the Boat and its contents, **and liability (P&I) and Pollution fuel spill liability insurance with a minimum limit of \$500,000.00 coverage for boats 30' and under and \$1,000,000 limit for boats over 30' in length.** The Borough of Edgewater shall be listed as an additional insured under Boat Owner's liability policy and the Boat Owner will furnish the Borough with a certificate of insurance evidencing such coverage on or before April 1st. No boats may be brought into the marina until insurance requirements have been met. Each insurer shall agree to waive its right of subrogation against the Borough of Edgewater.

12. Limitation of Borough's Liability:

The Boat Owner acknowledges that he has inspected the Slip and is satisfied that the Slip is adequate for safe mooring of his vessel. This Agreement is not a bailment of Boat Owner's Boat, but a license. The Marina operator will make reasonable efforts to contact the Boat Owner and notify him of dangerous conditions requiring his attention, but neither the Marina Operator nor the Borough assumes any responsibility whatsoever for attending mooring lines or moving the Boat from the berth to which it is assigned. The Borough, its employees, and agents, shall not be liable to the Boat Owner for any damage occurring to the Boat, including but not limited to damage arising from the acts of third parties and acts of God, except such damage as may arise from the gross negligence or willful negligence or deliberate acts of the Borough, its agents and employees.

13. Lien:

The Boat Owner grants a lien to the Borough on the above described Boat, and agrees that the Borough may take possession of said Boat to secure the payment of the rents provided for herein and any materials and services furnished to the Boat Owner and the Boat. The Boat Owner shall not remove the Boat from the Marina until such time as all rentals and bills owing to the Borough are paid in full, including late fees as provided in above Paragraph 5 and attorney's fee if collection is placed with an attorney for satisfaction of the liability. Further, if the monthly installment of the rent payments provided in Paragraph 5 are more than thirty (30) days in arrears, the Borough may at

its sole option remove the Boat from the Slip and move it to a different slip, mooring space, or dry land storage until the arrear is paid in full and during which time the Slip rental fees shall be at the same rate as provided in the Agreement.

14. Boat Registration:

The Boat Owner warrants that the Boat is properly registered, identified, marked, equipped, and maintained as required by applicable law. **A copy of the state boat registration must be provided with this contract.** The Boat Owner further warrants that Boat Owner will, at his sole expense, maintain the Boat in a clean, seaworthy, sanitary, and fully operational condition at all times, and that the Boat will be regularly repaired and maintained. The Boat owner consents to periodic inspection of the Boat by the Borough and/or the Marina operator to ensure that the Boat shall not create a fire hazard, eyesore, or sinking hazard.

15. Ratification of Actions:

Although neither the Borough nor the Marina operator has any affirmative obligation to do so, should either enter upon the Boat to take any action to protect the Boat, which action is hereby approved and authorized by the Boat Owner, such as relocating the Boat outside the Marina on account of a severe storm, hurricane, or act of God, or by installing mooring lines or pumping of the Boat, or other similar services, the Boat Owner agrees to reimburse the Borough for labor and materials expended in such action at prevailing Marina rates, and to hold the Borough and the Marina operator harmless for any loss or damages to the Boat as the result of the Borough and/or the Marina operator's voluntary action to protect the Boat regardless of the action taken or circumstances giving rise to the action.

16. Relocation of Slip:

The Borough reserves the right to change Slip assignments, as well as any access ways, parking and similar areas, as necessary at the Borough's sole discretion for the efficient operation of the Marina, or for any other purposes. Such change shall not, by itself, invalidate or terminate this Agreement.

17. Mooring and Ingress/Egress:

When moored in or when entering or leaving the Marina, the Boat must be under power, and shall obey all applicable Marina, State of New Jersey and federal regulations.

18. Parking:

Parking shall at all times be governed by the Marina rules and regulations which shall be published from time to time by the Borough and/or the Marina operator. No boat trailers shall be stored in the marina parking lot at any time.

19. Electricity:

All shorelines, adapters, and dockside male plugs must be equipped with an acceptable ground weather-proofing in accordance with Article 555 of the National Electric Code. In 220v/50 Amp systems, the neutral does not constitute a ground. The

Borough shall not be responsible for any electrical interruptions or the results or damages therefrom.

20. Boat Keys/Emergency Contact:

The Boat Owner shall furnish the Marina operator with a set of keys to the Boat and with a contact person (including address and telephone number) in the event that the Boat Owner cannot be reached in an emergency.

21. Restroom/Shower Keys:

Two restroom keys may be issued to Boat Owners only. There will be a \$55.00 deposit for each card; deposit will be refunded when the card is returned.

22. Transient Boat Rentals:

The Borough reserves the right to rent slips to transient boaters. When vacating the Slip for more than forty-eight (48) hours, Boat Owners must advise the Marina operator of the date and time of departure and the anticipated date of return. The Borough may thereafter rent, for its own account, the vacant Slip to transient boaters and return the Slip to the Boat Owner upon Boat Owner's return. No refund of seasonal rent shall be made to the Boat Owner in such circumstances.

23. Subletting Prohibited:

The Boat Owner shall not sublet or assign the Slip nor shall the Boat Owner slip a boat other than the one described in this contract without prior written approval of the Borough.

24. Commercial/Residential Use:

The Boat Owner is prohibited from using the Slip or the Marina for any commercial purpose or for a residence unless first approved in writing by the Borough. The Boat Owner is prohibited from displaying any signage on the Boat or Marina property, including, without limitation, advertisements or "For Sale" signs without the prior written approval of the Borough.

25. Sale of Boat

The Borough of Edgewater must be notified within 10 days of the sale of all boats moored or stored within the Edgewater Marina. Once said boat has been sold it may not be implied that the buyer continues to moor the boat at the Edgewater Marina nor transfer the payment of any rental fees paid to the new owner without prior written authorization from the Borough of Edgewater.

26. Maintenance:

The Borough does not provide any maintenance or engine repair services. Absolutely no major engine repairs, oil changes, painting of boats or similar activities shall be performed by the Boat Owner without the prior written approval of the Borough. No

outside contractors or professional help will be permitted to work on the Boat without prior written approval of the Borough. Outside contractors must provide a certificate of insurance naming the Borough as an additional insured. The Borough reserves the right to suspend the privilege of any maintenance person on the Marina premises.

27. Alterations, Additions or Improvements:

The Boat Owner shall not make any alterations, additions or improvements in or to the Slip or Marina without prior written approval of the Borough, including, but not limited to the placement or construction of any lockers, chests or similar structures. Laundry shall not be hung on boats, docks, or finger piers in the Marina.

28. Storage of Tenders, Skiffs & Wave Runners:

Tenders, skiffs, wave runners and similar vessels must be stored on board of boats or in areas designated by the Borough and/or Marina operator. Such vessels are prohibited from being stored or kept on docks and floats.

29. Overboard Discharge:

No garbage, oil, gasoline, sludge, refuse material, sewage, and/or waste material of any kind shall be thrown, discharged, deposited, or permitting to fall from any boat while in the Marina. In accordance with applicable law, the toilet facilities of any boat which empty into the water shall not be used while such boat is in the Marina.

30. Hazardous Materials:

- A. Fueling of boats at the Edgewater Marina is prohibited.** No portable gas or diesel containers permitted. No commercial fuel trucks allowed, gas or diesel.
- B.** The Boat Owner covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants (“Environmental Laws”). The Boat Owner agrees and does hereby fully indemnify and hold harmless the Borough from any loss, damage, or expense, including reasonable attorney’s fees and costs and expenses of any appeal, which the Borough may incur or suffer by reason of any claim or liability arising from the Boat Owner’s noncompliance with applicable Environmental Laws.

31. Conduct/Noise:

The Boat Owner and his guests agree to conduct themselves in an orderly fashion at all times when in the Marina or on any boat moored therein, so as not to create an annoyance, hazard, disturbance or nuisance to the Marina and other patrons of the Marina. This involves, among other things, keeping noise to a minimum, observing good housekeeping and sanitation practices, recycling and the use of garbage receptacles, and compliance with all state and local laws and ordinances regarding the same.

32. Fishing/Swimming Prohibited:

Fishing, crabbing, swimming or diving in the Marina from piers, docks, bulkheads or boats is strictly prohibited.

33. Barbecues:

Outdoor barbecues are restricted to the Marina picnic area and will not be permitted elsewhere in the Marina or aboard any boat moored in the Marina. Open fires of any kind are strictly prohibited.

34. Children:

All children 12 years of age and under must wear approved life preservers and be accompanied by an adult at all times while on the Marina property.

35. Pets:

The Boat Owner shall be responsible for the behavior and waste of all *licensed* pets brought to the Marina by either the Boat Owner or the Boat Owner's guests. Pets shall be attended and on a leash at all times while on the Marina property. Pets are prohibited from the shower and restroom facilities.

36. Default:

The Boat Owner shall be in default ("Default") under this Agreement if any of the following occur:

- A. The Boat Owner fails to timely pay any fees due within 10 days of this Agreement;
- B. The Boat Owner assigns or transfers or attempts to assign or transfer its interest in this Agreement;
- C. The Boat Owner sublets or attempts to sublet the Slip;
- D. The Boat Owner allows the Slip to be used for the moorage of any boat other than the Boat described in Paragraph 1;
- E. The Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings;
- F. The Boat Owner violates any rule of the Marina;
- G. The Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

The Borough's acceptance of Slip rental fees following any event of Default hereunder shall not be construed as the Borough's waiver of such event of Default.

37. Remedies:

In the event of any Default, the Borough may, at its election, immediately or any time thereafter and without prejudicing its right to any other or additional remedy:

- A. Terminate this Agreement with the Boat Owner still being liable for all monies owed to the Borough up to the date of the termination including, but not limited to, unpaid rent, late fees, any physical damage to the Slip or the Marina or any other obligation of the Boat Owner to the Borough under this Agreement;
- B. Declare this Agreement forfeited and attempt to re-let the Slip with the Boat Owner being liable for all damages including, without limitation: (1) actual damages suffered by the Borough, including reasonable expenses incurred in re-letting or attempting to re-let the Slip, to be paid upon demand; (2) the difference between the rent received for the Slip if the Slip is re-let and the rent under this Agreement, provided, however, that the Boat Owner shall not be entitled to any excess if the Borough shall re-let the Slip for a rental in excess of the rent due hereunder; and (3) any physical damage to the Slip or the Marina;
- C. Demand the entire amount of rent pursuant to this Agreement to be immediately due and payable, as well as payment for any other damages; or
- D. Exercise any other remedy allowable by law.

Forbearance by the Borough to enforce one or more of the remedies herein provided upon an event of Default shall not be deemed or construed to constitute a waiver of any other violation or Default. In the event of any of the foregoing, the Boat Owner shall remain liable for the rent for the complete term described in Paragraph 4. Further, the Boat Owner shall immediately remove the Boat from the Marina. In the event Boat Owner fails to remove the Boat from the Marina, then the Borough may, without further notice, remove the Boat or cause it to be removed from the Marina. Such removal by the Borough shall be at the Boat Owner's sole cost, expense, and risk.

38. Boat Owner's Continuing Obligations:

Notwithstanding the expiration or sooner termination of this Agreement, the Boat Owner shall not be relieved of its obligation to indemnify the Borough pursuant to Paragraph 11 and Paragraph 30, or to pay for all damages caused by the Boat Owner to the Marina and/or the Slip in accordance with Paragraph 10.

39. Notices:

All notices under this Agreement shall be in writing and delivered in person, or sent by certified mail, to the Borough at the same place rent payments are made pursuant to Paragraph 5, and to the Boat Owner at the address shown in Paragraph 1 or such

other address as may from time to time be designated by such party in writing. Notice shall be deemed given on the date of such mailing.

40. Costs and Attorneys' Fees:

In an action, suit or proceeding to enforce or interpret the terms of this Agreement or to collect any amounts due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder; including, but not limited to, all collection and court costs, and all attorneys' fees (including that of legal staff), whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings.

41. General Provisions:

- A. This Agreement shall be construed and governed by the laws of the State of New Jersey;
- B. Venue for any action based on this Agreement, its terms or the breach thereof shall be commenced, if at all, in a court of competent jurisdiction located in Bergen County, New Jersey;
- C. Time is of the essence as to all provisions of this Agreement;
- D. All of the covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the Borough and the Boat Owner and their respective heirs, executors, administrators, successors and assigns;
- E. This Agreement contains all covenants and agreements between the Borough and the Boat Owner relating in any manner to the rental, use and occupancy of the Slip and Boat Owner's use of the Marina and other matters set forth in this Agreement;
- F. No prior agreements or understandings pertaining to the subject matter of this Agreement shall be valid or of any force and effect, and the covenants and agreements of this Agreement shall not be altered, modified, or added to except in writing signed by the Borough and the Boat Owner;
- G. Any provision of this Agreement that shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other provisions hereof and the remaining provisions hereof shall nevertheless remain in full force and effect;
- H. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof.
- I. Any parties signing this Agreement as Boat Owner shall be jointly and severally liable under this Agreement; and

- J. No forbearance by the Borough of action upon any violation or breach of any terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of strict compliance with the terms, provisions and covenants herein contained.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. YOUR SIGNATURE BELOW IS YOUR REPRESENTATION THAT YOU HAVE READ THE TERMS OF THE AGREEMENT, UNDERSTAND THOSE TERMS AND AGREE TO BE BOUND BY THOSE TERMS.

IN WITNESS WHEREOF, the undersigned have executed or caused this instrument to be executed the date and year first above written.