

## **GLOUCESTER CITY MARINA RULES - 2010**

Gloucester City Marina, Camden County (Landlord) is located at King Street and Jersey Avenue at the Delaware River in Gloucester City, New Jersey. The Gloucester City Marina was developed for recreational boating. We ask boaters to fully familiarize themselves and all guests with these rules. We ask for your cooperation in making the Gloucester City Marina a safe and enjoyable boating location.

Permittees (Tenants) in the occupation of a berth and in the operation of a boat shall conform to all municipal, state and federal laws, ordinances and regulations, as well as, marina rules.

### **2010 HOURS OF OPERATION**

1. Regular, supervisory, and maintenance staffing of the marina shall be:

April	10:00 a.m. through 5:00 p.m. 10:00 a.m. through 5:00 p.m.	Monday – Friday Saturday & Sunday
May	10:00 a.m. through 5:00 p.m. 8:00 a.m. through 6:00 p.m.	Monday – Friday Saturday & Sunday
June, July & August	8:00 a.m. through 5:00 p.m. 8:00 a.m. through 6:00 p.m.	Monday – Friday Saturday & Sunday
September	9:00 a.m. through 5:00 p.m. 9:00 a.m. through 5:00 p.m.	Monday – Friday Saturday & Sunday
October	10:00 a.m. through 5:00 p.m. 10:00 a.m. through 5:00 p.m.	Monday – Friday Saturday & Sunday

2. Operating days and hours may be extended during holidays and special events.

3. Phone Numbers:
- |               |          |
|---------------|----------|
| Information   | 456-0205 |
| Marina Office | 456-2232 |
| Emergency     | 911      |

### **BERTH RENTAL AND FEE SCHEDULE**

1. A maximum of 24 slips shall be available.
2. The maximum boat LOA availability is 26' unless special arrangements are made.
3. Seasonal Rates:
  - A. Seasonal rentals shall be available for a seven (7) month period, from April 1 – October 31.
  - B. Metered electric and water are available at one-half of the slips. The fee is \$100 for the season.
  - C. Non-refundable deposits of \$100.00 are required to reserve a seasonal slip.
  - D. Submission of a completed contract, proof of required insurance coverage and payment in full is due by **March 31, 2010**.

E. Failure to complete these requirements by the due date will result in forfeiture of slip, as well as, deposit.

4. Monthly Rates:

- A. Monthly rentals shall be available for 30 days dockage.
- B. A base rate of \$7 per foot shall be charged.
- C. Metered electric shall be available and charge at \$40 per month.
- D. There shall be no pro-rating.
- E. Payment is due, in full, upon assignment of slip. If slip is to be paid for on a monthly basis, then monthly payment is due in full each month before dockage.
- F. Monthly slips shall be available on a limited basis, contingent upon project seasonal and transient traffic. No slips will be assigned prior to April 1<sup>st</sup>.
- G. Non-refundable deposits of \$100.00 are required to reserve a monthly slip.
- H. Submission of a completed contract and proof of required insurance coverage is required before dockage will be allowed.

5. Overnight Rates:

- A. Overnight rentals shall be available for any dockage over 4 hours and for all dockage after 5:00 pm.
- B. A rate of \$25.00 shall be charged.
- C. Payment is due in full when vessel enters the marina.
- D. Deposits made on evening slip rentals are refundable with-in 24 hours before the reservation date.

6. Transient Rates:

- A. Transient rentals shall be available for up to 4 hours.
- B. A rate of \$7 shall be charged.
- C. Payment is due in full before vessel leaves the marina.
- D. Deposits made on transient slip rentals are refundable with 24 hours notice before the reservation date.

7. Miscellaneous Rates:

- A. Rates for special events must be approved by the City of Gloucester City.
- B. Fees shall be waived for Police and Fire Safety vessels.
- C. A \$20.00 refundable deposit will be charged to all seasonal, transient and daily boaters requiring a gate key.

8. Ramp Fees:

A. Ramp fees are:

Boat Launch	\$12.00
Boat Launch Season Pass	\$150.00
Jet Ski Launch	\$5.00
Jet Ski Launch Season Pass	\$75.00

9. The marina is for non-commercial boats only, unless under contract with City of Gloucester City.

10. Only one boat per slip shall be permitted, except during special events and/or as assigned by marine personnel.

11. There shall be no transfer of assigned slips without marina approval.

## INSURANCE

1. The Gloucester City Marina does not carry insurance covering the property of the Permittee. The Gloucester City Marina will not be responsible for any injuries or property damage resulting in, caused by, or growing out of the use of the facilities of the marina and Permittee does hereby release and discharge the City of Gloucester and/or its agents, servants or employees from any and all liability from loss, injury (including death), or for damages to persons or property sustained while in or on the premises of City of Gloucester, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident or any other act of God. Permittee agrees to keep the boat fully insured with complete marina insurance, including hull coverage and liability insurance in the amount of \$150,000. Permittee will provide a Certificate of Insurance or a copy of the certificate prior to dockage.
2. Uninsured boats may not enter the Gloucester City Marina.
3. The Gloucester City Marina shall not be responsible for any items of personal property left in the boat.
4. Permittee shall be responsible for damage to Marina or City property caused by himself, his family, crew or guests.

## BOATING RULES

1. Any boat entering the waters of the Gloucester City Marina shall immediately come under the general jurisdiction of Gloucester City.
2. Docking of boats shall be permitted only in designated slips assigned by the marina management.
  - A. Owners are solely responsible for the proper docking of their boats, to have docking lines in good condition and to use a 3-point docking system.
  - B. It shall be the responsibility of owner to properly secure and fender their boat from wave surges resulting from vessels transiting the direct riverfront and within the marina.

## SAFETY

1. Safety is the responsibility of all parties within this marina. Marina management shall have the authority to cause the owner of any vessel, or other persons within the Gloucester City Marina to comply with reasonable safety requirements. To save life or property, marina management may perform or cause to be performed, acts which are, or may be, of benefit to any persons or vessels within the marina complex, but no liability shall occur to the marina management as the result of such act or omission of acts. Any cost imposed as a result of such act or acts that is contributed to a vessel owner, shall be the owner's responsibility.
2. A maximum speed limit of 15 miles per hour shall be imposed on all vehicular traffic within the boundaries of the Gloucester City Marina complex.
3. The maximum speed at which a vessel shall operate within the boundaries of the Gloucester City Marina shall be 3 to 6 miles per hour and speed shall not produce any wake or wave action. Gloucester City

Marina Management shall retain complete authority in the determination and enforcement of the speed limit.

4. All children under the age of 12 must wear Coast Guard approved life jacket at all times while on the dock.
5. The following are **not permitted** within the marina complex.
  - A. Consumption of alcoholic beverages. (Except by special permit or by permission of the City of Gloucester City).
  - B. Horseplay, bike riding, bare feet, running, skateboards, and minibikes.
  - C. Use of barbecue grills or other types of portable open flame cooking devices, torches, toxic removers or other hazardous equipment on the docks.
  - D. Water skiing or the use of flotation devices.
  - E. Swimming or diving from boat, bulkhead, or piers.

### GENERAL CONDITIONS

1. Any condition about a boat, dock or breakwater, which in the opinion of marina management, constitutes a fire hazard, health menace or a danger to the public and/or the marina property, shall be corrected by the Permittee.
2. Permittee, crew and guests shall not act in a disorderly fashion.
3. There shall be discretion in the operation of engine(s), generators, radio, stereo and television. Noise shall be kept at a minimum at all times.
4. Young children shall have adult supervision at all times. All children under the age of 12 must wear Coast Guard approved life jacket at all times while on the dock.
5. Pets shall be leashed on board and off. Pets shall be curbed while on marina and city property. Any area soiled shall be cleaned.
6. All trash shall be placed in trash bags or containers provided by marina management. Follow all recycling guidelines. Report potentially hazardous debris to marina office immediately.
7. Advertising, soliciting, and vending shall not be permitted on any boat within the marina.
8. No "FOR SALE" signs on boats, or other signs shall be posted on any structure within the marina complex, without permission from the Gloucester City Marina. Any sale, purchase or exchange of boats within the marina complex shall be reported immediately to the marina management.
9. Only reasonable and customary use shall be made of the docks and facilities. No unnecessary wear and tear, disturbance, nuisance, rubbish or garbage shall be permitted on the dock of premises.
10. Marina management shall reserve the right to assign dock space consistent with good business practice and to refuse entry to anyone for good reason (i.e, persons suspected to be under the influence of alcohol or unseaworthy vessels).

11. In the event Permittee's boat shall, for any reason, sink while berthed in a slip or while otherwise occupying marina waters and if Permittee cannot be contacted immediately, marina management will take immediate steps to raise and remove said boat and all costs shall be at the permittee's expense.
12. In case of emergency, the Gloucester City Marina management shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property or general welfare if boat is unattended and Permittee cannot be reached. However, under no circumstances is The Gloucester City Marina under any obligation to provide this service. Any cost incurred by the Gloucester City Marina shall be billed as posted in the marina office. Permittee agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the Permittee to move the boat, the inability of marina management to reach the Permittee, or by the movement of the boat by the marina management. In general, the Permittee shall be solely responsible for any emergency measures.

### **OPERATIONAL CONDITION OF VESSEL**

1. To prevent serious damage and/or loss to your boat and/or the marina property, marina management is authorized to take basic necessary measures and/or make temporary repairs to your vessel in the event of an emergency. Time and material expended by the marina personnel for the emergency will be charged to the vessel owner. The marina management will attempt to contact the vessel owner immediately.
2. Emergency repairs ONLY shall be permitted.
3. The flushing of bilge or fuel tanks shall not be thrown or pumped overboard within the waters of the marina. In the event of an oil or fuel spill, marina management or the Department of Parks must be notified immediately.
4. No outside craftsman or contractor is allowed in the marina without permission of marina management. If an outside contractor is allowed, all appropriate local license and proof of insurance liability must be provided.

### **DOCK, PIERS AND BREAKWATER**

1. The modification or adjustment of docks, piers, cleats or the installation of gangplanks, floats, rubbing piles, mooring devices, power cord or water hose hangers or other such equipment shall be made only with the approval of the marina management.
2. Boating steps are permissible, providing that they are not permanently attached to the docks and do not constitute a safety hazard.
3. All piers, docks and breakwaters shall be kept clear of all electrical cords, water hoses and dock lines.

### **ELECTRICAL/WATER**

1. Water and electric are available at approximate ½ of the slips for an additional \$100 per year.
2. The Gloucester City Marina cannot and does not guarantee the continuity of electrical service where provided.

3. The use of the marina electrical outlets for the operation of power tools and battery chargers, in an emergency situation shall be permitted with permission of the marina management.

### MARINA SECURITY

1. The Gloucester City Police and/or security guards shall be responsible for public safety with the marina complex.
2. The Gloucester City Police shall be responsible for enforcing all city ordinances and regulations, municipal, state, and federal laws.
3. Additional security personnel shall be available during all special events.
4. Office staff will provide security when the marina is open for business. (Security shall be available when the marina is closed.)
5. The **emergency number** to call 24 hours a day shall be **911**. Police can be reached 24 hours a day at (856) 456-0900.
6. Any and all unusual activity observed on land or sea in and around the marina shall be immediately reported to marina office or security personnel in the park.

### PENALTIES

1. Any violation of the Gloucester City Marina Rules or Regulations may result in the termination of any Rental Agreement and, upon notice of termination; the Permittee will be responsible for immediately removing the vessel in question from the marina.
2. If the vessel in question is not removed in a timely fashion, Camden County may, at their option, remove the vessel.
3. Reasonable costs and fees incurred by the Gloucester City Marina in removing the vessel shall be paid by the Permittee.
4. In the Rental Agreement is terminated for any reason, all monies paid to date by the Permittee shall be forfeited.

This agreement contains the entire understanding between the Permittee (Tenant) and the Gloucester City Marina (Landlord) and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. It is agreed that if any paragraph or provision violates the law and is unenforceable, the rest of this contract will be valid.