

Money Island Marina 2019
SPECIAL ARRANGMENTS WITH BAYSAVE DURING REDEVELOPMENT
(revised 5/11/2019)

Thank you for considering joining us at Money Island Marina (“MIM”). We’ve made some changes to this agreement for 2019:

1. The marina is now **closed for redevelopment**. We are transitioning to new ownership and new management, but the timetable is still uncertain. However, it is not our intent to restrict access to the waterway or facilities but rather to allow use of the facilities to the greatest extent possible and practical. In other words, we won’t be promoting the marina use this year but we won’t be restricting use either.
2. **Dry dock is currently available. Wet slips are not currently available.**
3. **Beach, jetty and raft fishing is available. Dock fishing is not available.**
4. Our operating policy this year includes **expanded security for compliance with new state legal requirements**. When visiting please check-in by phone, text, drive-by wave, or stopping at the office. If we see someone on the property or receive a notice about unauthorized use of property, then we will send a security representative to investigate.
5. The agreements are for **12 months beginning Memorial Day**.
6. In general, MIM will not directly charge for services during redevelopment but rather will offer services without additional charge to member of Baysave. Unless specified otherwise, all payments should be made to **Baysave**.
7. Membership for 2019 includes the same type of access to bait, ice, boat ramp, and other services as last year but these are not free to members as they were in 2018. See details below.
8. Dry dock members have first rights to convert to wet slips and apply the dry dock payment to the wet slip rental. We are working on this, but we are not promising this will happen during the 2019 season.

Please note that we use a short single page **Member Registration** form and a one page **Lease Application** form that refers to and incorporates the more detailed provisions of the rental as well as marina operating procedures that are available online at www.moneyislandmarina.com and in the marina office. Please make sure that you see the whole term of the agreement posted online or in the marina office. If you need a printed copy, please let us know.

Please remember that marinas and waterways are inherently dangerous. Always keep safety first and enjoy our facilities at your own risk.

If you have any questions or wish to discuss any detail, we welcome a call. We continue to make improvements at Money Island every year and we look forward to making this boating season the best yet.

Sincerely,

Money Island Marina (856) 237-9199



MONEY ISLAND MARINA MEMBERSHIP BENEFITS

Money Island Marina is a membership-based facility operated for the benefit of members and guests. Membership is subject to approval by the membership committee and the marina Operating Policies. The purpose of this change is to improve security and cleanliness, build community relationships, and boost the overall participation and the level of enjoyment of our resources.

FOR 2019, WHILE THE MARINA IS CLOSED, THESE SERVICES BELOW ARE UNAVAILABLE EXCEPT BY SPECIFIC ARRANGEMENT.

As a benefit of being a member in good standing of Money Island Marina community, the membership comes with the following privileges at the current fee schedule:

- Boat ramp use at \$5 members,
- Fishing dock use at \$5 per adult
- Free parking
- Local live/fresh/frozen bait – as available (minnows, shedder crab, grass shrimp, fiddler crab, bunker, eels, clams, oysters, spearing), at discounted price of \$5.
- Locally made artificial bloodworms and other artificial bait at discounted price of \$5
- Ice for cooling fish, crabs and food while on site or traveling from the marina at \$5 up to 20 pounds.
- Assistance with registration and printing of NJ saltwater fishing registration at \$5
- Use of clean running water bathroom and outdoor shower
- Use of private dock, deck and beach gazebo for private group events at \$15 to \$50
- Invitations to events including our seafood barbecues (these are free events hosted by individual members and usually ask guests to make a donation for a local charitable cause)
- Use of 'loaner' kayaks at \$5
- Use of crabbing trot line and crab traps at \$5
- Use of cast net and seine net for catching live bait at \$5
- Use of 'loaner' life jackets at \$5
- Use of 'loaner' fishing equipment at \$5
- Use of marina boat at \$50 – with license and only as approved by the owner
- Use of marina unpowered rafts at \$50
- Discounted price of charter boat trips
- Mini boating safety course for temporary boat operator's permit that allows you to operate a local motorboat for one day at \$5
- Priority ordering of crabs and seafood as available at market price or occasionally offered to members at a discounted price
- Discounts and offers from local businesses
- Special membership deals offered via text message or social media

- Authority to make reservations in advance for bait, seafood, equipment or facilities
- Authority to make member account charges without paying cash on site

These membership benefits are offered by MIM on a best-efforts basis. There is no expectation that every membership benefit will be available to every member at all times. Availability of these benefits are subject to factors outside of our control including weather, mechanical breakdown and natural conditions. The marina manager may ration or restrict benefits at his discretion.

MONEY ISLAND MARINA DRY DOCK / BOAT LAUNCH RENTAL AGREEMENT

This agreement (hereinafter called "Agreement") is made for the sole consideration stated between Money Island Marina (hereinafter called "MIM") and the undersigned Boat owner, its agents or personnel (hereinafter called "Boat Owner").

As specified herein and in exchange for the payment specified herein, MIM shall provide the Boat Owner with slip or dry dock space (hereinafter called "Space") at MIM's place of business (hereinafter called "Premises") with a mailing address at 192 Bayview Road, Newport, New Jersey, 08345 for the Boat named below (hereinafter called "Boat").

All references below to Boat include her appurtenances, gear, trailer, equipment, and contents.

All references below to Premises include all land and personal property of MIM, buildings, piers, pilings, docks, wharfs, equipment, walkways, roadways, waterways, and the waters of Nantuxent Creek within 500 feet of docks, and Boat Owner's conduct on Premises shall be governed by this Agreement.

All references below to "Water" shall include all the waters of Nantuxent Creek within 500 feet of the marina property, the marina entrance, and any water under or adjacent to Premises.

Accordingly, MIM and Boat Owner mutually warrant, covenant and agree as follows:

- 1. GOVERNING LAW** - This is an agreement under the laws of the State of New Jersey.
- 2. FINANCIAL RESPONSIBILITY** – In providing Space to Boat Owner, MIM relies on the financial credit of the Boat. MIM shall have a maritime lien against the Boat for sums due for Space, services provided to the Boat, injury or damage caused or contributed to by Boat or Boat Owner, including but not limited to damage to pier, piling, docks, or wharf, personal injury, damage to other Boats, pollution by sinking, collision, or fire, and other losses. It is further agreed that all services provided by MIM to Boat Owner or Boat are in furtherance of navigation of Boat and in furtherance of waterborne use, whether such services are performed ashore or afloat.
- 3. BOATING LIABILITIES** - It is the full responsibility of Boat Owner to make arrangements for safety and protection of the Boat. MIM shall not be responsible or liable to Boat Owner or to Boat Owner's guests or invitees for any damage, loss or injury (including but not limited to property damage and damage to Boat itself) unless the damage, loss or injury arises out of the intentional and willful acts of MIM. MIM shall not be liable or responsible to Boat Owner or to Boat Owner's guests or invitees for MIM's negligent acts or omissions. MIM shall not be responsible or liable to Boat Owner or to Boat Owner's guests or invitees for special, consequential or incidental damages.

4. INDEMNIFICATION – Boat Owner and Boat will indemnify and hold harmless MIM, for the consideration herein set forth, from any cost, expenses, damages or liability that may be asserted by anyone due to:

(a) Property loss of any type, property damage due to fire, theft, collision, or property loss of any other type caused by the Boat, or on the premises of MIM or to personal property of others on Boat on MIM premises;

(b) Any personal injury, death or illness arising from the occupancy of, or use of MIM premises or facilities, where such injury or damage is caused in part by the acts or omissions of Boat Owner, his agents, servants, invitees or personnel; and

(c) Any alleged damage or loss to marine property, non-marine property or personal injury caused in any part by Boat Owner, his agents, servants, invitees or personnel.

5. SLIP RENTAL OR DRY DOCK TERMS AND DURATION - This Agreement is for the renting of unspecified Space by Owner for Boat. There is neither temporary nor permanent dominion or control exercised over the Boat by MIM. Control of the Boat is to always remain with the Boat Owner. MIM shall not be liable for the care or protection of Boat at any time.

6. DURATION - Unless otherwise specified, this agreement starts on Memorial Day Monday 27, 2019 and expires on Labor Day, Monday September 2, 2019. With separate written agreement this lease may be extend to a maximum of duration of one calendar year. This is not a multi-year lease.

7. OTHER SERVICES AND CHARGES – Other services may be provided by us as negotiated in advance or, if not pre-negotiated, then at reasonable market level prices. You are hereby authorizing us to provide legally required services like emergency environmental clean-up (for example, an oil or fuel spill at your boat) that are provided at our cost, however, our offer to provide these emergency services does not relieve you of the legal responsibilities that may be associated with the event. Fees for services that we may provide that are not specifically negotiated in advance that may include emergency services, bailing, docking, tying, launching, clean-up, battery charge or use of tools and supplies are provided at a rate of \$25 per hour with a \$15 minimum charge.

8. INSURANCE – Boat Owner covenants and agrees that he has in full force and effect a third-party liability policy. It shall be the responsibility of Owner to keep this policy current.

9. TERMINATION – This Agreement shall be in full force and effect, unless terminated under any one of the following conditions:

A. By destruction of Space or other facilities by fire, ice, storm, acts of God, acts of government, acts of third parties, sinking of the Boat, or another calamity;

B. In the event Owner shall make a bona fide sale of Boat, and/or remove Boat to another mooring after notification to MIM and payment of all accrued charges;

C. By breach or default of the terms of Marina Policies as provided or in subsequent amendments as solely determined by MIM;

D. By termination in writing upon thirty days' notice by MIM;

E. By termination in writing by Boat Owner. Seasonal leases terminated early by Boat Owner are subject to payment of any amount remaining on lease term, unless waived by MIM.

F. For seasonal docking and storage, on Labor Day, Monday September 2, 2019 unless an extended season arrangement is made.

G. For winter storage and docking, on May 25, 2020, the last possible day of service under this Agreement.

10. **ABANDONMENT** – Any boat, trailer or other property left on MIM property for more than 14 days without a lease agreement in force shall be considered abandoned and subject to removal and disposition in the same manner as described in the Remedy for Breach section below. Separate laws not included in this agreement control the abandonment of boats and equipment.

11. **ADVERTISING, SHOWING AND SELLING YOUR BOAT:** MIM offers the ability to advertise, display, show and sell your boat, trailer and equipment at our location with the assistance of marina resources and personnel. MIM's fee is 10% of the sales price of a transaction.

12. **MARINA POLICIES** – Boat Owner agrees to comply with all posted marina policies, rules and regulations herein attached hereto and available online as fully as though they were set forth herein, and should breach of Agreement or violation of posted rules or regulations occur that is judged by MIM to pose a risk to safety or property, then this Agreement shall terminate immediately at the option of MIM. Boat Owner agrees that upon such violation MIM may immediately remove Boat from Space, without notice to Boat Owner and at Boat Owner's risk, and retake possession of Space.

13. **ENTIRE AGREEMENT** - This document along with the **Application Form** and **Marina Policies** attached hereto constitutes the entire agreement between the parties. Marina personnel are not authorized to modify any part of this agreement verbally. Should there be waiver of any conditions by MIM, this shall not be deemed to be a continuing waiver.

14. **NO ASSIGNMENT OR SUB-LET** - There can be no assignment by either party without the full consent and knowledge of the other party and such consent will not be unreasonably withheld.

15. **REMEDY FOR BREACH** - In the event of any breach hereunder including but not limited to recovery in whole or in part for service or slip/space rental charges, in any Court, Boat Owner hereby agrees to pay all Court costs together with attorney fees and interest and further agrees that the Boat shall be responsible for such costs, fees and interest. Should a suit result against BOAT in rem, Boat Owner agrees and consents to have MIM appointed as substitute custodian who may be responsible to secure removable items, with the consent or at the direction of the United States Marshal.

MONEY ISLAND MARINA OPERATING POLICIES

In the effort to provide an inviting atmosphere for all persons using space at Money Island Marina (hereafter referred to as MIM), the following policies and regulations are provided for the comfort and protection of all members and their guests. Your cooperation in observing the following rules is required, expected, and appreciated.

1. MEMBERSHIP REQUIRED - All people using the marina facilities must be members in good standing or the guests of members or the employees, guests or affiliates of commercial lease holders in the course of their work.

2. USE OF FACILITIES - Members may request, and MIM shall make its best efforts to accommodate, the use of any marina facility or MIM-owned equipment; such use will be offered only by written agreement that includes the date, price, and terms.

3. IDENTIFICATION REQUIRED UPON ENTRY - Members, guests, visiting contractors and mechanics should stop at the marina office (even just a drive-by wave) to identify themselves as members or guests before entering or using MIM facilities.

4. REQUIREMENT TO MAINTAIN GOOD CONDITION - Members will leave the facilities as they found it, clean and in good repair. Members are responsible for the cost of cleaning or restoring facilities after their use.

5. REQUIREMENT TO REPORT DAMAGE - If a Member finds a facility is not clean and in good repair, they will report it as soon as reasonably possible to MIM staff.

6. EMERGENCY MEASURES: If an emergency has occurred, MIM reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard Boat, Space, adjacent Boats, or Premises. Owner agrees to reimburse MIM for all costs incurred on behalf of the Boat Owner in emergencies taken in good faith.

7. FIRES AND COMMON AREAS: A propane grill located in the common area may be used for outdoor cooking while on Premises. Causing or permitting charcoal fires or any other type of fire on Premises is not permitted.

8. STORAGE: Member shall not affix, store or place supplies, bikes, equipment, dinghies, skiffs, accessories, decorative items, materials, or debris of any kind on piers, docks, pilings or seawall. OWNERS shall not construct or place any lockers, chests, storage cabinets or similar structures on piers, docks or seawall without approval of MIM. Only approved dock boxes will be permitted. No loose items of any kind may be stored anywhere other than on BOAT. MIM reserves the right to remove any item to preserve the safety of the property and people.

9. **ELECTRIC CORDS:** MIM does not provide marine electric cords but member may use their own cord after making appropriate arrangements with MIM for dock electric. Only marine power cords are acceptable for shore to Boat connection, and must be maintained in safe working order. No modified power cords may be connected. All water hoses, phone cords and excess power cords must be maintained on Boat or on a designated holder.

10. **NOISE:** Noise shall always be kept at a level that does not disturb neighbors. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance to others. Socializing aboard Boats or in the community area of MIM must not cause a disturbance to other dock customers.

11. **SWIMMING:** Swimming is at your own risk.

12. **PETS:** MIM is a pet-friendly business. Pets shall always be under control in accordance with local and state regulations and must be toileted off Premises. Members are required to clean up after their pets immediately. At the sole discretion of MIM any pet deemed to be a nuisance may be required to be leashed or may be banned from Premises.

13. **PARKING:** Member will be allowed parking space. Overnight trailer parking with or without boats is available for an additional fee. Other long-term parking must be cleared with the marina office prior to leaving for any period longer than 24 hours. MIM reserves the full right to limit use of the parking area and to make parking changes for additional regularly used spaces or unused vehicles.

14. **GARBAGE AND WASTE:** Garbage, refuse or waste shall never be disposed of into Water. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents or inflammable liquids into Water. It is Member's responsibility to ensure that bilges are kept free of fuel traces to prevent contamination of Water. Bilges shall not be pumped while within Water. Waste oil shall be placed in the waste-oil tank provided for this purpose. Boat bottom cleaning can be accomplished by appointment through the MIM service department for haul and proper disposal of marine matter. Under no circumstances will Owner vacate a head or holding tank within Water. MIM supports and complies with local and state regulations intended to keep the environment clean.

15. **COMMUNITY AREAS:** Community areas are maintained for the use of all members and guests. No personal items may be affixed to any MIM property. Personal items left in community areas and buildings will be removed. Community areas are for the use of all dock customers and standards of cleanliness of surroundings and courtesy in behavior are expected. Dock customers are responsible for the behavior of their guests.

16. **LIVE-ABOARDS:** OWNER shall not live, nor permit any other to live, aboard BOAT without the written consent of MIM.

17. **SIGNS:** Hang signs on marina property by permission only.

18. **SECURITY:** MIM may utilize video recording systems and use marina personnel to watch and protect Marina property. We are not obligated to provide this service and sometimes security systems fail to operate properly. Security personnel are not responsible for Boat Owner's property. If necessary, copies of security video may be available to Owner to substantiate an insurance claim or police report. A small fee may be required for reproduction of a security video. If you need a copy of a security video, notify the marina manager as early as possible indicating the location and beginning/ending date and time of the security video requested.

19. **ELECTRICAL OR WATER SERVICE OUTAGES:** MIM shall not held be responsible for electrical interruptions or water service outages or the results or damages therefrom.

20. **HARBOR SPEED RESTRICTIONS:** OWNER agrees to limit Boat speed to 2 knots while within Water in front of docks.

21. **ABANDONMENT OF BOATS, VEHICLES AND TRAILERS:** Boats, vehicles and trailers left on marina property for more than 14 days without a lease agreement in force are considered abandoned and will be removed or destroyed at the marina staff's discretion with the cost of removal or destruction borne by Owner.

22. **MAINTENANCE WITHIN THE SLIPS:** Only Boats in good and seaworthy condition, and under their own power, shall be permitted to enter and remain in Space. Painting, scraping or repair of gear shall not be permitted in the slip nor on the docks, finger piers, sidewalks, or picnic tables. No pressure washing shall be done within Water. The extent of maintenance or repair work Owner may perform upon Boat while in Space shall be at the sole discretion of MIM. MIM encourages the use of biodegradable phosphate-free cleansers and environmentally safe methods of Boat maintenance and repair.

23. **OUTSIDE LABOR:** Outside labor or independent contractor work is allowed after permission is obtained from the MIM service office. Prior to commencement of and work, all outside labor or independent contractors shall sign in at service office and provide proof of general liability insurance. The Owner is responsible for informing the contractor of this check-in requirement in advance of planned work. MIM reserves the right to stop any contractor or "do it yourselfer" from performing work which, in our opinion, may be harmful to the environment.

24. **FUEL AND OIL: For recreational Boats only:** Oil changes may not be made in the slips. Fuel and oil from outside sources is not permitted. **For commercial Boats only:** Fueling and oil changes are permitted only if Owner follows appropriate safety protocol. **For all Boats:** Owner is responsible for the cleanup cost of any spilled or leaked fuel or oil coming from Boat. Fueling may be done only at the front fuel dock. Owner must immediately report any observed leakage of fuel or oil regardless of whether leakage is from Boat or another source. Any violation of this policy will be cause for immediate termination of rental agreement.

25. **SERVICE YARD AND WORKSHOP:** The workshop and service yard are closed to all but MIM personnel.

26. **COMPANY PERSONNEL:** Tips are appreciated for exceptional service. Any comments or concerns about marina personnel or staff of less than exceptional service should be reported directly to the onsite marina manager at 856-447-3576. Any comments or concerns about the marina manager should be reported directly to Tony Novak at 856-237-9199.

27. **COMPANY EQUIPMENT:** MIM's tools and equipment will not be loaned to or used by anyone other than MIM personnel except by separate rental use agreement.

28. **WEATHER SAFETY:** OWNER accepts all responsibilities for the proper positioning, tie-up and checking of Boat under all circumstances. In the event of predicted foul weather approaching, MIM maintains a Foul Weather Response Plan. MIM reserves the right to remove any item from its piers, docks, seawall and community areas to provide for the safety of its property and that of others. Loose items belonging to Owner will be stowed on Boat.

29. **CHECKING OUT:** Guests checking out of the Marina shall report to the MIM office and settle their account prior to departure. Boat Owners shall notify the MIM office and pay all invoices owed prior to removing the Boat permanently from MIM.

30. **SUBLEASING:** Owner shall not allow any Boat other than Boat to occupy Space, nor shall BOAT occupy any other slip/space without the express consent of MIM. Dinghies and tenders may not occupy an additional slip without the express written consent of MIM.

31. **OVERNIGHT CRUISES:** For safety considerations, Boat Owner is required to notify the MIM office of the float plan when taking the Boat for an overnight cruise.

32. **DELINQUENT ACCOUNTS:** In the event the slip/space fees or other MIM charges have not been paid within thirty (30) days after the same shall become due, MIM shall, at its sole option, have the right to increase the amount due by changing the rate from monthly to daily and all overdue charges thereafter shall bear interest at the highest legal rate to compensate for the additional amount of rebilling and collection efforts. After ninety (90) days of non-payment of amounts due, MIM may take necessary steps to collect said amounts due, including actions to place a lien and take title of an abandoned boat, plus reasonable collection expenses. The cost of those additional actions shall be added to the amount due under this agreement.

33. **VIOLATIONS:** Violations of these rules and regulations, disorder, depredations, or indecorous conduct by Member, his crew, agents or guests that might injure or annoy other persons or cause damage to property shall be cause for immediate removal of Boat and termination of Agreement at the sole discretion of MIM. Violation of any City or County Ordinance, State or Federal Laws, or regulations of City, County, State or Federal agencies shall be cause for MIM to immediately terminate Agreement and exclude Member and Boat from Premises.

34. COMPLIANCE WITH NJ ACCESS TO WATERWAYS LAW: This agreement may be modified from time to time by requirements of New Jersey's Access to Waterways law. MIM welcomes its role as steward of a public resource and recognizes the need to balance the rights and privileges of our members with those of the public.

35. CHANGE OF RULES AND REGULATIONS: MIM reserves the right to amend or make additions to, or deletions from, these policies, as it deems necessary. Notice of said changes shall be given via email to Member at the email address given on this Agreement.

**I HAVE READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND ALL ITS TERMS.
I REALIZE THAT AS THE BOAT OWNER, I AM PERSONALLY ALWAYS RESPONSIBLE FOR THE
BOAT AND FULLY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.**