

Money Island Marina Member Application,
Member and Visitor Wavier of
Liability Agreement and Operating
Policies for 2023

Dear Guest,

Thank you for joining us at Money Island Marina this season.

We've made some changes to this year's agreement. We expect to maintain limited use until sustainability reconstruction is completed around 2030:

- **Boat launch**: starting in 2024, \$250 for a full year.
- **Dry dock boat and trailer storage**: We offer the most secure boat storage facility in the area with real time AI-assisted monitoring tied in with state police vehicle database. Prices individually quoted for 12-month lease, but short term may also be available. A current discount promotion offers a flat rate pricing for dry dock at \$600 per boat if paid in advance. This is a limited offer that will be withdrawn in the future. Otherwise, the price is monthly based on length and width.
- **Floating dock**: built to order for 2024. Available in all sizes and designs.
- **Security**: The marina is now a private use facility available to those with approval. Security protocol is upgraded for all of Money Island to include real time integration with off-site law enforcement.
- **Seafood, food products, charter boat, and rental boats**: These are all independently run businesses using space here.
- **Other services**: Some seasonally available items include live/fresh bait, ice, coffee, use of picnic areas, cabin, deck, and other specified services at no extra charge on a peer-to-peer sharing basis. The intent of this change is to encourage more frequent and full use of the marina facilities.
- **Payments**: All financial arrangements are handled by Baysave, a 501(c)(3) registered New Jersey charity. Any contribution you make above the fee for service amount will be acknowledged as a charitable contribution.

SAFETY FIRST: Please remember that waterfronts, boatyards, 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 details, we welcome a call. We continue to make improvements at Money Island every year and we look forward to making this a great season.

Sincerely,

Money Island Marina, a BaySave facility
(856) 447-3576

MONEY ISLAND MARINA MEMBER APPLICATION AND VISITOR WAIVER OF LIABILITY AGREEMENT

(Revised 8/1/2023)

Name:

Address:

Email (if you want to receive periodic messages from us):

Cell Phone:

Emergency contact:

Family members or guests to be individually covered under this agreement:

Vehicles likely to be used when visiting Money Island:

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Boat owners only

Boat Name _____

Copy of Insurance Copy of Registration card Spare key in office

Boat Year _____ Make _____ Model _____

Hull Number _____ Length Overall _____ Beam _____ Draft _____

Trailer tag _____

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Equipment used

Non-inclusive list of MIM equipment used, borrowed, or rented:

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Motor boat rental

___ NJ boat operator's license checked for ___

___ Training course and one day boat operator's license issued

.....

All guests

___ I have read, understand, and agree to abide by the **"Money Island Marina Visitor and Member Agreement"** and the **"Money Island Marina Operating Policies"** posted online at www.moneyislandmarina.com/waiver-of-liability.html and in the marina office. A printed copy is available on request.

___ I agree that I am assuming all risk of property damage and personal injury for myself and for the guests who travel with me to Money Island. I agree to hold Money Island Marina, Baysave, Nantuxent Corporation, and its owners, officers, employees, associates, and volunteers harmless for any action that causes me or my family and guests property damage or personal injury while visiting Money Island.

Guest Signature _____ Date _____

MANAGEMENT USE:

Slip assignment:

Notes:

MONEY ISLAND MARINA MEMBERSHIP BENEFITS

(Revised 1/3/2018)

NOT APPLICABLE FOR 2023

Beginning January 1, 2018, Money Island Marina became a private 'member only' facility. Membership cost is \$__ per household and applications are subject to approval by the membership committee and the marina Operating Policies. The purpose of this change is to improve security, cleanliness and boost the overall sense of community and level of enjoyment of all.

As a benefit of being a member in good standing of Money Island Marina community, the membership comes with a credit of \$__ for any combination of the following:

- Boat ramp use
- Fishing dock use
- Live/fresh/frozen bait – as available (minnows, shedder crab, grass shrimp, fiddler crab, bunker, eels, clams, oysters)
- Locally made artificial bloodworms and other artificial bait at a discount price
- Ice
- Assistance with registration and printing of NJ saltwater fishing registration
- Access to help from our own MIM Fishing Pro
- Use of deck and beach gazebo for private events
- Invitations to events including seafood barbecues
- Use of kayaks
- Use of crabbing trot line and crab traps
- Use of cast net and seine net for catching live bait
- Use of 'loaner' life jackets
- Use of 'loaner' fishing equipment
- Use of marina boat as approved by the marina manager
- Discounted price of charter boat trips
- Mini boating safety course available for one day operator's permit
- 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
- Authority to make reservations in advance for bait, seafood, equipment or facilities
- Authority to make member account charges if you don't have cash on site

We expect to advertise last minute 'special deals' to members via text message and/or social media throughout the season.

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. Our inability to offer specific benefits is understood and agreed by members to not be a basis for a claim of breach of the membership agreement offer.

MONEY ISLAND MARINA MEMBER AGREEMENT (Revised 1/2/2018)

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

As specified herein and in exchange for the payment specified herein, MIM shall provide OWNER the use of facilities, the use of equipment, a boat slip, and/or dry dock storage 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 vessel named below (hereinafter called "VESSEL").

All references below to VESSEL 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 OWNER's conduct on PREMISES shall be governed by 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 OWNER mutually warrant, covenant and agree as follows:

- GOVERNING LAW** - This is an admiralty and maritime slip/space rental agreement under the General Maritime Laws, Statutes and Code of the United States of America and MIM will have a maritime lien on VESSEL for amounts due under this agreement that are not paid by OWNER. If the parties agree or a court determines that maritime law does not apply, then this agreement will be governed by the laws of the State of New Jersey.
- FINANCIAL RESPONSIBILITY** – In providing SPACE to OWNER, MIM relies on the financial credit of VESSEL. MIM shall have a maritime lien against VESSEL for sums due for SPACE, services provided to VESSEL, injury or damage caused or contributed to by VESSEL or OWNER, including but not limited to damage to pier, piling, docks, or wharf, personal injury, damage to other vessels, pollution by sinking, collision, or fire, and other losses. It is further agreed that all services provided by MIM to OWNER or VESSEL are in furtherance of navigation of VESSEL and in furtherance of waterborne use, whether such services are performed ashore or afloat.

3. **BOATING LIABILITIES** - It is the full responsibility of OWNER to make arrangements for safety and protection of the VESSEL. MIM shall not be responsible or liable to OWNER or to OWNER's guests or invitees for any damage, loss or injury (including but not limited to property damage and damage to VESSEL 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 OWNER or to OWNER's guests or invitees for MIM's negligent acts or omissions. MIM shall not be responsible or liable to OWNER or to OWNER's guests or invitees for special, consequential, or incidental damages.

4. **INDEMNIFICATION** - OWNER and VESSEL 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 VESSEL, or on the premises of MIM or to personal property of others on VESSEL 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

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 OWNER, his agents, servants, invitees or personnel.

5. **SLIP RENTAL OR DRY DOCK TERMS AND DURATION** - This agreement is to provide a slip/space rental along with use of a boat ramp for use while the agreement is in effect. AGREEMENT does not create a bailment of VESSEL, nor do the parties intend to create a bailment of VESSEL. AGREEMENT is merely for the renting of unspecified SPACE by OWNER for VESSEL. There is neither temporary nor permanent dominion or control exercised over VESSEL by MIM but said control is to always remain with the OWNER. AGREEMENT is for the use of SPACE only and SPACE is to be used at the sole risk of OWNER. MIM shall not be liable for the care or protection of VESSEL at any time.

6. **DURATION** - Unless otherwise agreed, the duration of this agreement is one summer season that starts on Memorial Day Monday __, 20__ and expires on Labor Day, Monday September __, 20__.

7. **INSURANCE** - 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.

8. **TERMINATION** – 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 VESSEL, or another calamity;
- B. In the event OWNER shall make a bona fide sale of VESSEL, and/or remove VESSEL 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 OWNER. Seasonal leases terminated early by OWNER are subject to payment of any amount remaining on lease term, unless waived by MIM.
- F. On Labor Day, Monday September __, 20__ unless an extended season arrangement is made.
- F. On December 31, 2024, the last possible day of service under this AGREEMENT.

9. **ABANDONMENT** – Any boat, trailer or other property left on MIM property for more than 30 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.

10. **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.

11. **MARINA POLICIES** - 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, AGREEMENT shall terminate immediately at the option of MIM. OWNER agrees that upon such violation MIM may immediately remove VESSEL from SPACE, without notice to OWNER and at OWNER'S risk, and retake possession of SPACE.

12. **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.

13. **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.

14. **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, OWNER hereby agrees to pay all Court costs together with attorney fees and interest and further agrees

that VESSEL shall be responsible for such costs, fees and interest. Should a suit result against VESSEL in rem, 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

(Revised 1/2/2018)

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.
- 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 before entering or using MIM facilities.
- 4. REQUIREMENT TO MAINTAIN 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 VESSEL, SPACE, adjacent vessels, or PREMISES. OWNER agrees to reimburse MIM for all costs incurred on behalf of VESSEL 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 VESSEL. 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 vessel 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 VESSEL or on a designated holder.
10. **NOISE:** Noise shall always be kept at a minimum. 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 vessels 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 VESSEL 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 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 VESSEL speed to 2 knots while within WATER in front of docks.
21. **ABANDONMENT OF VESSELS, VEHICLES AND TRAILERS:** Vessels, 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 vessels 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 VESSEL 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 vessel 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 vessels only:** Oil changes may not be made in the slips. Fuel and oil from outside sources is not permitted. **For commercial vessels only:** Fueling and oil changes are permitted only if OWNER follows appropriate safety protocol. **For all vessels:** OWNER is responsible for the cleanup cost of any spilled or leaked fuel or oil coming from VESSEL. 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 VESSEL 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 MIM’s controller 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 VESSEL 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 VESSEL.

29. **CHECKING OUT:** Guests checking out of the Marina shall report to the MIM office and settle their account prior to departure. OWNERS shall notify the MIM office and pay all invoices owed prior to removing VESSEL permanently from MIM.
30. **SUBLEASING:** OWNER shall not allow any vessel other than VESSEL to occupy SPACE, nor shall VESSEL 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, OWNER is required to notify the MIM office when taking VESSEL 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 VESSEL 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 VESSEL 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 VESSEL OWNER, I AM PERSONALLY ALWAYS RESPONSIBLE FOR THE VESSEL AND FULLY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.