

SUPPLEMENTAL RULES AND REGULATIONS GOVERNING PUBLIC USE OF THE MONMOUTH COVE MARINA, AS ADOPTED BY THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS ON 12 OCTOBER 2004 BY RESOLUTION NO. R-04-10-12=271.

BE IT RESOLVED by the Monmouth County Board of Recreation Commissioners that the following rules and regulations be adopted for the regulation, operation, and control of the MONMOUTH COVE MARINA ("the Marina") so as to assure that all visitors and invitees may safely enjoy the property controlled by the Monmouth County Board of Recreation Commissioners. These rules and regulations are supplemental to the Rules and Regulations Governing the Use of County Park and Recreation Areas adopted by the Monmouth County Board of Recreation Commissioners by Resolution No. R- 01-2-20=77, as the same may be from time to time amended, and which are incorporated herein by reference and which, together with these rules and regulations, are collectively hereinafter referred to as "the Rules and Regulations."

CONTRACTS:

1. The Monmouth County Board of Recreation Commissioners reserves the right to reject any vessel owner's application for a Wet Slip or Rack Storage Contract ("Contract"), and may cancel any existing Contract and require the removal of any vessel from the Marina in the event of any violation of the Rules and Regulations, any applicable law, or the existence of any condition posing a threat to health or safety. Any such Contract cancellation shall not entitle the vessel owner to a refund of any amounts previously paid on the account of the Contract.
2. Wet slips and racks are solely for the use of the vessel and vessel owner identified in the Contract, and neither the Contract nor the rights appertaining thereto are assignable to any other person or vessel, whether pursuant to a sale of the vessel or otherwise. The vessel owner shall place the vessel only in the slip or rack space assigned to it, and shall not allow any other vessel to occupy the slip or rack space.
3. Contract rates shall be determined on the basis of overall vessel length (including accessories, such as engine outdrives, swim platforms, bow pulpit, etc.), which shall not necessarily be the registration length. The rates shall from time to time, be adjusted by the Monmouth County Board of Recreation Commissioners. Contracts will only be issued to owners whose vessels have drafts equal to or less than forty-two inches (42") measured from the waterline to the lowest fixed point of the vessel.
4. The vessel owner shall warrant and covenant that, at the inception of the Contract and at all times subsequent thereto (including holdovers) while the vessel shall use or occupy any facilities of the Marina, the vessel shall be covered by liability insurance in an amount not less than \$300,000 combined single limit, including bodily injury and property damage, and naming the County of Monmouth as additional insured. Proof of insurance shall be submitted at the inception of the Contract.

5. Wooden vessels shall not be permitted in rack storage. A wooden or fiberglass-over-wood vessel may be permitted in a wet slip only upon the vessel owner furnishing a current hull survey with a certificate indicating that the vessel is seaworthy.
6. Annual Contracts shall be in effect from May 1st through April 30th of the following year. Winter storage service provided to annual contract holders shall include bottom washing for wet slip vessels and basic shrink-wrap cover for rack-storage vessels.
7. Contracts for the summer season only shall be in effect from May 1st through October 31st of each year.
8. Contracts for winter storage only shall be in effect from November 1st through April 30th of the following year.
9. Only a vessel owner who possesses a valid New Jersey Vessel Registration may enter into a Contract for the registered vessel. The vessel owner shall present the vessel's registration at the time of application.
10. The vessel owner shall warrant and agree that the contractual benefits and all matters covered by the Contract are such as shall, in every instance, give rise to a maritime lien against the vessel and/or a state lien against the vessel, in addition to any direct claims against the vessel owner and those in privity with the owner or the vessel which may exist. The vessel owner shall warrant not to contest the validity of any such lien in any suit by the Marina, the County of Monmouth, or the Monmouth County Board of Recreation Commissioners to enforce the same. The vessel owner shall further expressly waive any requirement of statute, law, or rule of court that prior notice be given as a condition of arrest of the vessel, pursuant to any in rem court action which the Marina, the County of Monmouth, or the Monmouth County Board of Recreation Commissioners may bring. The vessel owner shall further agree that the Marina shall be entitled to be appointed as custodian of the vessel and to keep the vessel at its own facility, subject to its usual and customary charges and expenses for such services, in lieu of the vessel being kept directly by the U.S. Marshall or other arresting or attaching authority, in any litigation hereunder to enforce any federal or state lien. The Marina shall have the right to keep the vessel in or out of the water, as may appear best, while acting as custodian, and the cost of removing and returning the vessel to the water shall be part of the custodian's fees. The County of Monmouth may bid at any sale of the vessel and may limit its bid to less than the amount of its judgment. The proceeds of any sale of the vessel shall be applied first to the payment of expenses of the sale (including attorney's fees), then to the payment of court costs and expenses (including custodian's fees and other administrative expenses), then to the payment of interest on the judgment, then to the payment of the judgment itself to the extent necessary to satisfy the same.
11. The vessel owner shall agree that all charges are due and payable at the time services are performed and materials supplied. Interest at the rate of 1.5% per month shall be charged on all accounts, which are more than 10 days past-due. No vessel shall be launched or otherwise leave the Marina until all charges have been paid in full. Payment by personal

check shall not be considered as "payment" until it has been collected. Vessels left at the Marina for six months without the payment of storage or other bills shall be deemed abandoned and subject to seizure and sale in accordance with the laws of the State of New Jersey.

12. When a waiting list for space in the Marina exists, a lottery shall be conducted to select the applicants who shall be permitted to enter into Contracts. Each year approximately one-third of the slips and racks shall become available for lottery selection. Vessel owners who are selected by lottery shall be assigned either one-, two-, or three-year Contracts in order to maintain the ratio of annual availability. Wet slips shall be assigned based on the number of slips available in the various size categories listed in the Schedule of Fees and Charges. Rack storage space shall be assigned based on the number of rack spaces available. To be eligible for the lottery, the vessel owner shall submit, by mail, a completed Request for Space Application ("Application") by November 30. The Application shall be postmarked not later than midnight November 30th and mailed to Monmouth County Park System, Monmouth Cove Marina - Application, 805 Newman Springs Road, Lincroft, New Jersey 07738.
13. A vessel owner with a renewable Contract shall make application and pay a 40% deposit by November 15th. The balance of the contract price shall be due by January 31st, in the absence of which payment the vessel owner's right to renew the Contract shall lapse and, subject to the terms of #17 below, the initial 40% deposit shall be automatically forfeited.
14. Vessel owners selected in the lottery shall submit a completed application for Contract with a 40% deposit by February 28th. The balance of the Contract price shall be due by March 31st, in the absence of which payment the vessel owner's right to apply for a Contract shall lapse and, and he/she will receive a refund.
15. For purposes of the safe and efficient maintenance and operation of the Marina, the County reserves the right, and the vessel owner authorizes, the temporary movement or permanent relocation of the vessel.
16. Beginning May 1st, any vessel remaining in dry storage without a current contract shall be subject to the applicable per-day charges and any yard handling charges.
17. A vessel owner with a renewable Contract shall be entitled to a refund of the initial deposit if the Marina is notified in writing on or before January 31st that the vessel owner will not be entering into a Contract. A vessel owner selected in the lottery shall be entitled to a refund of the initial deposit if the Marina is notified in writing on or before March 15th that the vessel owner will not be entering into a Contract.
18. A vessel owner who requests cancellation of the Contract may be permitted to have the Contract cancelled if the slip/rack space is rented by the County for the remainder of the season. The canceling vessel owner shall be entitled to a refund of a portion of the Contract price, prorated on a full month basis, commencing with the month of the replacement Contract.

19. No person shall store any equipment or other property at the Marina other than as provided by the Contract. This includes dinghies and tenders tethered to a vessel or otherwise left on the Marina premises.
20. At the end of the Contract term, the vessel owner shall covenant and agree to remove the vessel from its assigned berth or rack space in a careful manner, leaving all facilities and utilities, including all shore connections and Marina-supplied devices, in good order and condition, reasonable wear and tear only excepted. The vessel owner shall covenant and agree that if the vessel is not removed in a timely manner, the vessel shall be liable for holdover at the regular daily summer transient rates for dock space, even if said holdover continues into the winter period, and the owner shall be liable for the expenses of the removal of vessel from the space.

WET SLIPS:

21. The loading or unloading of boats to and from trailers is not a service offered as a part of the Contract. Such service shall be provided at prevailing rates.
22. Customers will limit electrical usage to one 30 amp outlet, to be provided by the Marina. The running of high use electrical appliances while the vessel is unattended is not advisable. Overloading of outlets causing main breakers to trip will result in the disconnection of service to the vessel.
23. Vessel owners shall conserve water by keeping hoses in good repair and by using self-closing nozzles.

RACK STORAGE:

24. Rack-stored vessels under annual contract shall have a basic shrink wrap cover included as part of the winter storage service. Any vessels not ready for shrink wrap by November 30 shall forfeit their right to have their vessel shrink wrapped under a rack annual contract. Any additional cover, such as shrink-wrapping of hard tops and radar arches, shall be charged as an extra service at the prevailing rate. If the vessel owner elects not to have the vessel covered by the Marina, the vessel shall remain uncovered or covered with a custom-fitted cover installed by the vessel owner. It shall be the vessel owner's responsibility to remove and properly dispose of any winter covers before launching.
25. Vessels arriving or leaving for the season shall be received and delivered in the water. Trailer loading and unloading service shall be provided at the prevailing rates. Advance notification and scheduling of trailer loading and unloading is required for this service.
26. Rack-stored vessels awaiting removal from the water shall be securely tied at the end of the lift dock farthest from the bulkhead, and shall be prepared for rack-storage in the following manner:
 - a) stern to bulkhead
 - b) engines and sterndrives in the down position

- c) tops, antennas, outriggers, anchor lights, and other accessories below the windshield
 - d) transducer mounted flush with bottom of the vessel
 - e) trim tabs in the up position
 - f) drain plugs readily accessible
 - g) valuable equipment removed or safely secured
 - h) ignition key removed
 - i) sterndrives and kicker engines locked
27. The vessel owner shall supply all necessary mooring lines and floatable type fenders necessary to secure the vessel at the lift dock.
28. The vessel owner shall notify the Marina in advance whenever the vessel shall be away from the Marina overnight or longer. Rack-stored vessels shall be launched between 8:00 a.m. and 3:30 p.m. seven days per week. Rack-stored vessels shall be permitted a maximum of three launches/retrievals per week (Monday through Sunday). Rack-stored vessels shall not be left in the water overnight more often than two nights per week. If on vacation, a vessel owner may request authorization for a maximum of two one-week overnight stays in the water if space is available. All conditions stated in #26 above shall continue to apply. Additional usage shall be charged at prevailing rates. Requests for launchings shall be made at the following times:
- a) morning launches -- before 9:00 a.m.
 - b) afternoon launches -- before 11:00 a.m.
 - c) evening and next day early morning launches -- before 3:30 p.m.

VESSELS FOR HIRE:

29. No vessel shall be used for commercial purposes unless such usage has been expressly provided for in the Contract. The owner of such a vessel shall furnish a Certificate of Insurance showing liability coverage in an amount not less than \$500,000 combined single limit, including bodily injury and property damage, and naming the County of Monmouth as additional insured.

REPAIR WORK:

30. Repair work shall be limited to the hours the Marina is open to the public. No service contractors shall be authorized to perform any service work that the Marina provides. The established services provided by the Marina are listed in the Schedule of Fees and Charges as adopted by the Monmouth County Board of Recreation Commissioners.
31. No person shall transfer gasoline or diesel fuel from portable containers into vessel fuel tanks within Marina. Draining, cleaning, or repairing of fuel tanks and/or use of gasoline or other flammable solvents as a cleaning agent within the Marina is prohibited.
32. No person shall dispose of waste oil, anti-freeze, or marine batteries at the Marina unless disposal is a consequence of work performed on vessels stored at the Marina. Disposal shall

be done in accordance with directions provided by signage at the Marina or as otherwise directed by the Marina's management.

33. Plumbing, electrical, carpentry, mechanical, or other similar contractors engaged by vessel owners to perform work on their vessels shall be required to register at the Marina office and check-in each time prior to commencing work. Such contractors shall be required to furnish, at the time of registration, proof of Worker's Compensation Insurance coverage as required by state law. Such contractors shall also provide proof of coverage for general liability, including products/completed operations and broad form property damage with a copy of the contractor's Certificate of Insurance naming the County of Monmouth as additional insured. Limits of liability coverage shall not be less than \$500,000 combined single limit, including bodily injury and property damage.

GENERAL:

34. No person shall operate any vessel within the Marina basin or inlet at a rate of speed in excess of 5 miles per hour.
35. No person shall operate any vessel within the Marina basin or inlet in a careless manner or in a manner likely to endanger life, limb, or property. The vessel operator shall comply, and the vessel operated within the Marina basin and inlet shall be in compliance, with all applicable state and federal licensing and safety laws and regulations now or hereafter in effect.
36. No person shall make additions or alterations to docks, bulkheads, walkways, ramps, or other Marina property.
37. No person shall store personal property on docks, bulkheads, walkways, ramps, or elsewhere within the Marina.
38. No person shall secure any vessel to a dock, bulkhead, or piling without prior authorization.
39. No person shall discharge any toilet (head) or holding tank in the Marina except in an approved manner and designated area.
40. All vessels shall have functioning automatic bilge pump(s).
41. All vessels intending to leave the Marina for a period in excess of 24 consecutive hours shall file a float plan with the Marina in advance of departure.
42. Vessel owners shall leave a set of keys and/or combinations for their vessels at the Marina office.
43. No persons shall sleep in vehicles, campers, or aboard vessels stored on land. Permanent residency aboard a vessel is prohibited.

44. 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 land areas. Only approved appliances, devices, and tools shall be operated within the enclosed spaces of a vessel. 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.
45. No vessel at, near, or using the facilities of the Marina shall have aboard any dangerous devices, appliances, or materials, whether in solid, liquid, or gaseous form, unless they are approved by the U.S. Coast Guard, other appropriate governmental agency, or are Underwriter Laboratory-approved for the use being made of them.
46. Vessel owners shall be liable for injuries to persons or damage to property resulting from the operation and storage of their vessels. The owner shall agree to indemnify and hold the Marina, the County of Monmouth, and the Monmouth County Board of Recreation Commissioners harmless from and against any and all claims that may be made in connection with such operation and storage.
47. Required mooring lines shall include bow, stern, and spring lines which shall be sufficient in number, size, and strength. Any mooring lines installed and/or provided by the Marina to secure a vessel shall be charged to the vessel owner on a time and materials basis.
48. The vessel owner shall warrant and covenant that, at the inception of the Contract and at all times (including holdovers) during which the vessel is within the Marina, the vessel shall be operated in a careful and safe manner so as not to cause damage to the Marina's facilities or to any other vessels, and the vessel shall be maintained in a safe and seaworthy condition and shall not constitute or be a public or private nuisance or otherwise interfere with the peaceful enjoyment of the Marina by others or be a source of any pollution in violation of any federal, state, or local law or regulation. In the event that the actions of the vessel owner or the condition of the vessel shall be considered by the Marina's management to be a nuisance, hazard, source of pollution, or otherwise detrimental to the public health, safety, or welfare, or if the vessel is in danger of sinking, the County shall have the right to take, and the vessel owner shall hereby authorize the County to take, any reasonably necessary action to abate or remedy the deleterious condition, whereupon the vessel owner shall be liable for all costs and damages thus incurred.
49. The vessel owner shall notify the Marina when the vessel shall be placed for sale. The posting of a "For Sale" sign shall be limited to one sign affixed to the vessel which shall be no larger than 10" x 14".
50. No person shall enter the rack storage area, service building, maintenance storage area, or other restricted areas of the Marina, or climb on storage racks and Marina equipment.
51. The use of floating docks shall be restricted to vessel owners, their guests, and authorized service personnel. The vessel owner shall be responsible for the conduct of guests or persons visiting the vessel.

52. Fish cleaning shall be prohibited except in designated areas.
53. Transient slips shall be available on a first-come, first-served basis. A transient vessel owner shall complete an application for a Contract and pay in full in advance. Transient stays shall not exceed 14 days.
54. Neither the County of Monmouth nor the Monmouth County Board of Recreation Commissioners shall be responsible for any loss, damage, or injury due to theft, fire, explosion, or vandalism, or arising out of failure of electric power or related equipment or for any Act of God or force majeure or for any other condition beyond their control resulting to persons, vessels, vehicles, equipment, or the contents thereof. The County of Monmouth and the Monmouth County Board of Recreation Commissioners shall not be responsible for damage, bending, or breakage of trim tabs, transducers, pitot tubes, strainers, sending units, outboard motors, sterndrives, etc., or any other similar device protruding from the hull, including the hull itself, in the course of handling the vessel for any reason. Damage or loss which occurs as a result of the acts or negligence of other vessel owners or visitors or guests at the Marina shall not under any circumstances be attributable or imputable to the Marina, the County of Monmouth, or the Monmouth County Board of Recreation Commissioners. Neither the Marina, the County of Monmouth, nor the Monmouth County Board of Recreation Commissioners shall be liable for weather damage, whether by icing, lightning, winds, hail, flood, high or low tides, wake or wave damage, or for damage to a vessel caused by dry rot, mildew, or inherent defects of any of its materials or other appurtenances or any other or similar damage, whether the vessel is covered or not, and regardless of whether storage is inside or outside.
55. Neither the Marina, the County of Monmouth, nor the Monmouth County Board of Recreation Commissioners shall be responsible for damage, deterioration, or other loss of any exposed canvas, glass, plastic, or cloth covers or similar items on the vessel, whether under cover or not and regardless of whether storage is inside or outside.
56. Neither the Marina, the County of Monmouth, nor the Monmouth County Board of Recreation Commissioners shall be liable for any disrepair, malfunction, disfunction, or other harm to or loss of any vessel, its engines, equipment, gear, and contents where wholly or partly attributable to work, labor, services, parts, components, or materials partly or totally supplied by the vessel owner or the owner's contractor, even though the loss or damage occurs in the process of preparing for hauling or hauling the vessel, or preparing for launching or launching the vessel.
57. Neither the Marina, the County of Monmouth, nor the Monmouth County Board of Recreation Commissioners shall be responsible for, nor shall a vessel owner be entitled to a refund on account of any loss or diminution of services, water, electricity, telephone service, mooring, dock or rack facilities, fixtures or equipment, de-icing equipment, sanitary or lavatory facilities, Dock Master services, navigable channels or depth in local harbors and waterways (including any loss or reduction in use of the Marina as a result of silting occurring in the Marina basin or inlet), or for any other loss, damage, disruption of services, or loss of use of the Marina's facilities for any reason, including, but not limited to, Acts of

God, fire, explosions, civil commotion, disasters of any kind, and third party actions, regardless of the nature or duration thereof. Neither the Marina, the County of Monmouth, nor the Monmouth County Board of Recreation Commissioners can know about, anticipate, or predict the existence or evolution of latent conditions aboard any vessel at the Marina which may be or become an imminent or actual hazard that threatens the vessels and property at the Marina and, therefore, they shall not be Liable for the same.

58. The services included in the Contract shall not include any type of watchman, police security, or guard services. The vessel owner shall agree that neither the Marina, the County of Monmouth, nor the Monmouth County Board of Recreation Commissioners shall be liable to the vessel owner or the vessel or to those in privity with either of them for any intrusion, theft, vandalism, arson, or other criminal activity of any kind or degree on or about the Marina or vessel, whether by land or by water. The vessel owner retains full care, custody, and control of the vessel at all times, and neither the Marina, the County of Monmouth, nor the Monmouth County Board of Recreation Commissioners acts, nor have they agreed to act, in any capacity relating to the care, custody, and control of the vessel.
59. All insurance requirements stated herein shall be deemed to require that the insurance be written by marine insurance companies (or other appropriate insurance companies as the circumstances shall require) duly qualified to do business as insurance companies in New Jersey, and all said policies shall require that the County of Monmouth receive at least 10 days advance written notice prior to any cancellation thereof.
60. Notice to a vessel owner shall be deemed to be properly served if posted in writing and addressed to the vessel owner, or to the vessel as the case may require, at a place and in a manner on the vessel which shall be reasonably likely to result in actual notice being given to anyone lawfully boarding the vessel; or, in lieu thereof, by mailing written notice to the vessel owner at the address stated in the Contract, by certified or registered mail, return receipt requested. Notice to the Marina, the County of Monmouth, or the Monmouth County Board of Recreation Commissioners shall be deemed served only if in writing addressed to Monmouth County Park System, Monmouth Cove Marina, 805 Newman Springs Road, Lincroft, New Jersey, 07738, and sent by certified or registered mail, return receipt requested. Actual notice received by the vessel owner shall be sufficient for all purposes, even if not given in accordance with this paragraph.
61. The rates applicable to the Contract shall be as established by the Schedule of Fees and Charges from time to time in effect as adopted by the Monmouth County Board of Recreation Commissioners.
62. A domiciled resident of Monmouth County shall be entitled to a 10% discount off the applicable seasonal/annual rack storage and wet slip rates. To qualify for the discount, an applicant shall provide two (2) current forms of personal identification, with name and address. Acceptable forms of identification are a driver's license, voter registration card, and real estate property tax bill.
63. Admittance to the Marina by contractors and haulers shall be upon and pursuant to such

terms and conditions as may reasonably be imposed by the Marina's management for the protection of persons and property, including the requirement that contractor and haulers shall give adequate and written assurances and indemnities relating to the work and/or services to be performed.

64. If any term or condition of the Contract or of the Rules and Regulations is unenforceable, it shall be deemed to be separable and severable from the rest of the Contract or Rules and Regulations, and shall not affect the validity or enforceability of the remainder of the Contract or Rules and Regulations.

Employees of the Monmouth County Board of Recreations Commissioners shall be vested with authority to enforce the Rules and Regulations, and shall be empowered to make arrests for violations of the Rules and Regulations. Rules applicable to special conditions or situations within an individual County Park or Recreation Area shall be supplemental to these Rules and Regulations for enforcement purposes. When special rules apply, they shall be posted in the affected areas. These Rules and Regulations shall be promulgated in accordance with the provisions of New Jersey Revised Statutes, Title 40, Chapter 12-6, which reads as follows:

The Board of Recreation Commissioners shall have full control over all lands, playgrounds, and recreation places acquired or leased under the provisions of Sections 40:12-1 to 40:12-9 of this Title and may adopt suitable Rules, Regulations and By-Laws for the use thereof, and the conduct of all persons while on or using the same, and any person who shall violate any of such Rules, Regulations, or By-Laws shall be deemed and adjudged to be a disorderly person.