



## 2020 FARLEY STATE MARINA CONTRACT

- Annual Permit** (April 1 to March 31)     
  **Seasonal Permit** (April 1 to October 31)     
  **Winter Permit** (November 1 to March 31)     
  **New Application**

The below named applicant, on behalf of the below named vessel and its registered owner (i) represents and warrants that the undersigned is duly authorized to enter into this contract on behalf of the vessel and its registered owner, and (ii) acknowledges the receipt of, agrees to the terms of, and will abide by, the Marina Conditions of Use & Occupancy and Regulations, N.J.A.C. Title 7 – Chapter 2, and all the rules and regulations now and hereafter in effect (the “Conditions”).

Applicant acknowledges and agrees that, in addition to other Conditions, the State of New Jersey, Golden Nugget Atlantic City, LLC (“GNAC”) and GNAC’s related and affiliated companies, and each of their respective shareholders, members, directors, officers and employees (collectively “Released Parties”), shall not be liable for any damage, loss, destruction, or deterioration of the vessel, which is the subject of this permit, from any cause whatsoever, including, without limitation, resulting any inclement weather events or the legal repossession of said vessel by a duly authorized agent of a party holding a secured interest in the vessel, **REGARDLESS OF ANY ACTUAL OR ALLEGED NEGLIGENCE OR OTHER FAULT OF THE RELEASED PARTIES.**

<b>Applicant Name:</b>		<b>Street:</b>		<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Home Phone:</b>	<b>Cell Phone:</b>	<b>Email:</b>				
<b>Emergency Contact:</b>	<b>Telephone</b>	<b>Signature:</b>				
		X _____				

### VESSEL INFORMATION

<b>Vessel Name:</b>		<b>Year:</b>	<b>Length:</b>	<b>Beam:</b>
<b>Make:</b>	<b>Type:</b>		<b>Use:</b>	
<b>Registered Vessel Owner:</b>				

### ALL PERMIT FEES PAID ARE NON-REFUNDABLE

- |                                                                                  |                                                       |
|----------------------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> J-Dock Annual \$ 2,800.00                               | <input type="checkbox"/> 30 Foot Seasonal \$ 3,995.00 |
| <input type="checkbox"/> J-dock Seasonal \$ 2,000.00                             | <input type="checkbox"/> 40 Foot Annual \$ 6,950.00   |
| <input type="checkbox"/> 20 Foot Annual \$ 3,325.00                              | <input type="checkbox"/> 40 Foot Seasonal \$ 5,850.00 |
| <input type="checkbox"/> 20 Foot Seasonal \$ 2,825.00                            | <input type="checkbox"/> 50 Foot Annual \$ 9,000.00   |
| <input type="checkbox"/> 25 Foot Annual \$ 4,250.00                              | <input type="checkbox"/> 50 Foot Seasonal \$ 8,000.00 |
| <input type="checkbox"/> 25 Foot Seasonal \$ 3,525.00                            | <input type="checkbox"/> 65 Foot Annual \$11,100.00   |
| <input type="checkbox"/> 30 Foot Annual \$ 4,995.00                              | <input type="checkbox"/> 65 Foot Seasonal \$9,950.00  |
| <input type="checkbox"/> Winter Slip \$45 per Foot _____ (LOA) x \$45 = \$ _____ |                                                       |

X \_\_\_\_\_ I authorize GNAC to apply payment to the card noted on the attached Credit Card Authorization Form for the nonrefundable Permit Fee listed above, plus any monthly electric utility fees and any miscellaneous charges or requested services signed to my permit folio at the Farley State Marina, including without limitation, dock box or cleat installations, slip transfer fees or unauthorized dockage fees that have not been settled with an alternate method of payment.



**CONDITIONS OF USE AND OCCUPANCY AND  
REGULATIONS ACKNOWLEDGEMENT**

My signature below acknowledges, on behalf of the vessel listed below and its registered owner, that I have received and agree to comply with the Marina Conditions of Use & Occupancy and Regulations, N.J.A.C. Title 7 – Chapter 2, and all additions, modifications, supplements or amendments which may be issued in the future for the Frank S. Farley State Marina (collectively, the “Conditions”), during any time while the below listed vessel is moored at the Frank S. Farley State Marina. I further represent and warrant that I am of legal age and duly authorized and empowered to enter into this contract on behalf of the vessel and registered owner.

**A COPY OF THE VESSEL’S TITLE AND REGISTRATION, AND THE VESSEL’S  
CURRENT INSURANCE REQUIRED BY THE CONDITIONS MUST BE SUPPLIED TO  
MANAGEMENT IN ADVANCE OF USE OF THE MARINA BY THE VESSEL.**

**Signature:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Slip Number:**\_\_\_\_\_



## CREDIT CARD AUTHORIZATION FORM

I \_\_\_\_\_ authorize Golden Nugget Atlantic City, LLC to apply payment to the card noted below for the non-refundable Permit Fee for my vessel, plus any monthly electric utility fees and any miscellaneous charges or requested services signed to my permit folio at the Farley State Marina, including without limitation, dock box or cleat installations, slip transfer fees or unauthorized dockage fees that have not been settled with an alternate method of payment.

VISA \_\_\_ MASTER CARD \_\_\_ AMERICAN EXPRESS \_\_\_ DISCOVER \_\_\_

**Credit Cardholder Name:** \_\_\_\_\_  
*Record name exactly as it appears on the card*

**Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**The Credit Card account is to be valid during the entire contract period.**

# CONDITIONS OF USE AND OCCUPANCY AND REGULATIONS

These Conditions of Use and Occupancy and Regulations (these “Conditions”) govern the use of the Senator Frank S. Farley State Marina (the “marina”) by all permittees at all times (each a “permittee”). The operation, management, and use of the marina in accordance with the Division of Parks and Forestry policies, rules, and regulations is subject to and in compliance with all applicable federal and local laws, rules, and ordinances now and hereafter in effect all revisions, updates, and amendments thereto, copies of which will be available for review in the Marina Office.

A permittee’s use of the marina shall at all times be in accordance with and subject to these Regulations and such additions and amendments as may be made hereto from time to time by Golden Nugget Atlantic City, LLC (hereafter referred to as “GNAC” or “marina management”) and/or the Department of Environmental Protection, Division of Parks and Forestry (hereafter referred to as “DEP”). Failure to comply with these Conditions or any New Jersey State regulations shall be cause for immediate cancellation of the permittee’s Boat Berth Permit and forfeiture of all fees paid, except as provided in N.J.A.C. 7:2-13.

Please be advised that the Senator Frank S. Farley State Marina will honor all requests concerning permittee of the vessel subject to permittee’s Boat Berth Permit from government agencies including but not limited to the New Jersey Division of Taxation.

These Conditions were last updated on May 12, 2016.

## MARINA REGULATIONS

### Berth Permit General Terms and Conditions:

**1. Available Permits.** Berth permits are available as follows:

- a. DAILY
  - at the prevailing daily transient rate
  - includes cable, and water
  - electric at the prevailing rate based on amperage
- b. WEEKLY
  - at the prevailing weekly rate
  - includes cable, and water, electric at prevailing cord charge
- c. MONTHLY
  - at the prevailing monthly rate
  - electric metered and billed separately
  - includes cable and water
- d. ANNUALLY
  - April 1 to March 31 of the following year
  - at the prevailing annual rate
  - includes cable and water
  - electric metered and billed separately
- e. SEASONAL
  - April 1 to October 31
  - at the prevailing seasonal rate
  - includes cable and water
  - electric metered and billed separately
- f. WINTER
  - November 1 to March 31 of the following year
  - at the prevailing winter rate
  - includes cable
  - bubbler system is activated throughout the period based on temperature of surrounding water
  - electric metered and billed separately

Annual, seasonal, and winter permits are renewed at the discretion of management upon payment of the applicable fees. Management reserves the right to deny renewal of the permit for non-payment or untimely payment of the permit fee or if management determines that the permittee has failed in the prior year/season to abide by all of the regulations of the marina. Once paid, all permit related fees are non-refundable.

All permit holders will be required to register with the Marina Office upon their arrival for the current boating season. All vessels will be measured. This information will be compared to what is on file with the marina office and any discrepancies will be corrected at this time. Any changes in slip fees must be resolved prior to taking occupancy of the berth.

All permit holders are required to post a credit card or a cash deposit at the commencement of the permit period. Electric service charges will be posted to slip folios at the end of each month. The marina office will apply the charge to the credit card held on file.

**2. Title and Registration.** Permittee will supply a copy of the vessel's title and registration to the marina office prior to the use of the berth space.

**3. Insurance.** The permittee shall, at its sole cost and expense, obtain and maintain at all times during the term of the permit, the following insurance requirements:

- A. **Hull insurance** in an amount equal to the value of the vessel.
- B. **Comprehensive protection and indemnity liability insurance** as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage (including coverage for product liability, protection and indemnity, permittee owned or operated vessel, broad form contractual liability, completed operations and broad form property damage endorsement) against claims for bodily injury, death or property damage occurring on, in or about the vessel. Limits of liability shall not be less than \$1,000,000) dollars per occurrence for bodily liability combined single limit unless otherwise approved in writing by marina management. Information regarding deductibles must be supplied to marina management in advance. **Any deductible in excess of \$2,500 must be approved by marina management in writing in advance of the vessel's use of the berth space.**
- C. **Property insurance** to cover loss or damage on an "all risk" of physical loss form of coverage against fire, loss, theft, and damage on the contents of the vessel owned by permittee. Said insurance shall be in an amount not less than the appraised value of the vessel. Permittee shall obtain and provide, at its own expense, an appraisal of the vessel for the purpose of obtaining and maintaining the aforementioned insurance.
- D. Such other insurance and in such amounts as may from time to time be reasonably required against other insurable risks which at the time are commonly insured against in the case of similar use with due regard to the type of use and operation to be conducted by permittee.

Comprehensive protection and indemnity liability insurance shall name the State of New Jersey, Department of Environmental Protection, Golden Nugget Atlantic City, LLC its related and affiliated companies as additional insured.

All insurance shall be primary and non-contributory and contain appropriate endorsements to provide that permittees and their insurance companies shall have no right of subrogation against the above entities.

Prior to any use of the berth space, Permittee will file with Management certificates of insurance evidencing the above coverage. Such certificates shall provide no less than thirty (30) days advance written notice to the certificate holders of cancellation or modifications of coverage.

In the event the permittee fails or refuses to renew any of its insurance policies to the extent required hereby, or if any policy is canceled, terminated, or modified so that the insurance does not meet the requirements hereof, marina management may immediately terminate Permittee's permit until Permittee obtains insurance coverage in satisfactory form.

Permittee expressly understands and agrees that any insurance protection required herein shall in no way limit Permittee's obligations assumed in its use of the Marina and shall not be construed to relieve Permittee(s) from liability in excess of such coverage, nor shall it preclude GNAC from taking other actions as are available to it under any provision of the permit or otherwise in law.

4. **Expiration of Permit.** Annual and winter permits expire on March 31st and seasonal permits expire on October 31st each year. Boat berths shall be vacated immediately upon expiration of the contracted permit period.
5. **Holding Over.** If a vessel is not removed from the marina at the end of the permit term, it will be considered a transient vessel and be assessed the current daily charge for use of the berth space until it is removed. If the vessel remains in the marina for a period of thirty (30) days past the expiration of the permit, marina management may remove and haul the vessel. In addition to the daily transient charge, all charges for removal of the vessel and any charges for subsequent storage shall be the responsibility of the permit holder. Alternately, marina management may, subject to the Abandoned Vessels Disposition law, N.J.S.A. 12:7C-1, et seq., obtain title to any vessel which has been abandoned in accordance with the provisions of N.J.S.A 12:7C-9.
6. **Multiple Permits.** Subject to Section 7 below, multiple permits are acceptable under the following conditions:
  - A. Individual(s) are permitted to hold a maximum of two (2) permits for different vessels that are NOT the same size and are for personal use only. Yacht brokerage is strictly prohibited within the Marina.
  - B. Boat manufacturers with boat dealer registrations are permitted to hold a maximum of three (3) permits of any size for delivery and preparation of vessels only. The overall

length of these vessels may not exceed the permitted slip size. Yacht brokerage is strictly prohibited within the Marina.

- C. Sport fishing charter/commercial boats are permitted to hold a maximum of three (3) permits of any size. The criteria used to establish these limits is based upon the public's accessibility and use of the Marina as a tourist attraction and in consideration of New Jersey manufacturers, small businesses and the general non-boating public's access to sport fishing, boat charters, etc.
  - D. The maximum number of commercial slips shall not exceed five percent (5%) of the seasonal berths, including all size categories.
  - E. In each case, any vessel making use of a permit must comply with the title, registration and insurance requirements set forth above in these Conditions.
7. **Charter/Commercial Permits.** Berth rental shall be for pleasure boats only unless otherwise approved by marina management in its sole discretion. Permittees who wish to operate a charter boat business or other commercial operation must apply for such through the marina office, have the written consent of marina management, and must pay the applicable charter fees in effect from time to time. Operating a charter boat business or other commercial operations without consent will result in cancellation of the berth permit and forfeiture of all related fees. Without limiting the foregoing, "commercial operations" includes the renting or offering to rent boats for overnight accommodation purposes through any medium, including without limitation, through websites such as Airbnb or other similar services. Overnight accommodation rental operations through such media will not be approved by marina management under any circumstances.
8. **Commercial Boats Prohibited.** Commercial boats and commercial type boats (state and federal vessels excluded) such as barges, boat tenders, dredges, tugs, draggers, work boats, or any commercial boat not specifically designed for pleasure/recreational use, are strictly prohibited from holding berth permits. Determination of a commercial boat shall be in marina management's sole discretion.
9. **Slip Sub-permits.** Sub-permits will not be permitted if there are slips available for lease within the size category. Permit holders who wish to sublease their slip must complete all related paperwork through the marina office. Each sub-permit shall be offered to individuals on the waiting list in the order of priority established by marina management. Marina management will retain a \$100.00 fee payable by the permittee for administrative costs related to the sub-permit. Within thirty (30) days following receipt of the berth fee by the sub-permittee, marina management will refund to the permittee the applicable portion of the permit fee paid by permittee for the period during which the sub-permit is in effect. The sub-permit will not renew.
10. **Sale of Vessel.** The permittee shall notify the marina office in writing of the sale of their boat, purchase of another boat, or any change of permittee's address or telephone number within two (2) weeks of the completion of the transaction. A copy of all related sale documents with updated title, registration and insurance information required by these Conditions must be presented to the marina office within two (2) weeks of completion of the transaction. Failure to timely provide this information to marina management shall be grounds for immediate termination of the permit and

forfeiture of any fees. If a permittee sells their boat and wishes to transfer the balance of the permit to the new boat owner, proper documentation must be completed through the marina office. The new owner will only have rights to the permit until its expiration. The new owner may apply for a new permit by completing a new application and pay the applicable fee. If no slips are available, the new owner will be placed on the waiting list.

- 11. Removal of Personal Property.** All personal property (including dock boxes), lines, and gear must be removed from the marina upon the removal of the boat or it will be deemed abandoned by marina management and immediately becomes the property of marina management. Marina management is granted a limited power of attorney for purpose of disposing of and/or destroying said abandoned personal property in any manner deemed fit by marina management.
- 12. No Residency.** The marina is a transient marina. Boaters may not establish residency or attempt to establish residency, live aboard, inhabit or otherwise use the marina as a domicile. To insure full compliance with this regulation, all boaters must vacate occupancy of their vessels for the period of November 1st through March 31st. Boaters are permitted to use their boats during this period but overnight stays must not exceed seventy two (72) hours on any one visit.
- 13. Marina Special Events.** The marina may, on occasion conduct certain special events which may require permittees to vacate their slip and/or relocate to an alternate slip. The permittee must vacate their slip upon the request of marina management to allow the conducting of special events. These types of events will be limited to three per boating season. Management will provide the permittee at least thirty (30) days advance notice based on the contact information provided by the permittee on file with the marina office.
- 14. Extended Vacancies.** Marina management reserves the right to rent vacant slips to transient boaters when not in use. When leaving on an extended boat trip (over 24 hours), permit holders must advise the marina office of the date and time of departure and the anticipated date of return. The marina may thereafter rent, for its own account, the temporary vacant slip to transient boaters. No refund of seasonal rent will be made to the permittee in such circumstances. Electric meters will be read and the applicable adjustment will be made to the permittee's account. If a berth space is vacant for more than 24 hours, management may permit a transient vessel to occupy the berth space and vacate the berth upon the permittee's return. If a permittee leave a slip vacant for more than 24 hours, it is the responsibility of permittee to notify marina management of the applicable vessel's return at least 24 hours in advance. Marina management will have no liability to permittee for its loss of use of its slip if permittee fails to timely notify marina management of permittee's return to the marina.
- 15. Damage Caused by Vessel.** Permittee shall be fully responsible for any and all costs and expenses incurred or suffered by GNAC as a direct or indirect result of, in whole or in part, damage caused by permittee, the Vessel or any employees, contractors, invitees or licensees of permittee, the Vessel or the registered owner of the Vessel, howsoever arising. All such amounts shall be promptly paid by permittee upon demand from GNAC.
- 16. WAIVER; RELEASE OF CLAIMS; INDEMNITY.** The permittee, on behalf of itself, the vessel, its registered owner, and all servants, contractors, employees of any of the foregoing, hereby releases the State of New Jersey, Golden Nugget Atlantic City, LLC., its related and affiliated



companies, and each of their respective shareholders, members, directors, officers and employees (collectively “Released Parties”) from, waives any and all claims or rights of recovery whether known or unknown, arising now or in the future, against Released Parties, and agrees to indemnify, defend and hold harmless the Released Parties with respect to, any demands, suits, actions or other proceedings for claims for damages, losses, costs, expenses (including attorneys’ fees) arising out of or in connection with (a) any personal injury (including death) or property damage suffered by third parties or the released Parties arising out of or resulting from any cause whatsoever, in whole or in part, including without limitation, damages caused by the Vessel, permittee’s use of the marina or general areas around the marina, the boat slip, or permittee’s rights under permittee boat slip permit, and/or (b) the damage, loss, destruction or deterioration of the vessel or any other property of permittee or third parties from any causes including, but not limited to, any inclement weather events or removal of the vessel from the berth space as provided herein or repossession of the vessel by a party holding security interest in the vessel, **IN EACH OF THE CASES IN (A) AND (B) ABOVE, REGARDLESS OF ANY ACTUAL OR ALLEGED NEGLIGENCE OR OTHER FAULT OF THE RELEASED PARTIES.**

**17. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. PERMITTEE ACKNOWLEDGES AND AGREES THAT RELEASED PARTIES SHALL NOT BE LIABLE TO PERMITTEE OR ANY PARTY CLAIMING BY, THROUGH OR UNDER PERMITTEE OR THE VESSEL FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF ITS BREACH OF THIS AGREEMENT. EXCEPT IN THE CASE OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASED PARTIES, IN NO EVENT SHALL THE RELEASED PARTIES’ COLLECTIVE LIABILITY TO PERMITTEE UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE PERMIT FEE PAID BY PERMITTEE DURING ANY TWELVE (12) MONTH PERIOD.**

**18. NO WARRANTIES. Permittee hereby accepts the boat slip on an “AS-IS, WHERE IS” Basis. NEITHER GNAC NOR ANY OTHER RELEASED PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CONDITION OF THE MARINA OR THE BOAT SLIP TO WHICH THE PERMIT RELATES, OR WITH RESPECT TO ANY SERVICES PROVIDED BY THE RELEASED PARTIES IN CONNECTION THEREWITH, ALL OF WHICH PERMITTEE ACKNOWLEDGES ARE HEREBY DISCLAIMED BY THE RELEASED PARTIES.**

**19. Management Remedies.** Should the permittee fail to comply, in whole or in part, with any of the obligations set forth in these Conditions, or should marina management determine in its sole discretion that the vessel creates a hazardous condition to the public and/or does not comply with the existing Conditions, marina management retains the right to immediately terminate the permit, to remove the vessel from the berth space without prior notice, to charge the cost of said removal to the permittee, to retain the permittee's berth fee and to seek such other remedies which may be available in law and equity.

**20. Choice of Law; Venue; Waiver of Jury Trial.** This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law

provisions. Any suit or action concerning these Conditions (except for any actions for arrest of the vessel, which may be brought in the court where the vessel is then located) may be brought in any state or federal court located in Atlantic County, New Jersey. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN RESPECT TO ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR UNDER THIS AGREEMENT OR ITS INTERPRETATION.

**21. Attorney's Fees.** In the event that GNAC is the prevailing party in any suit, proceeding or other action taken by GNAC against permittee or the vessel or its registered owner to enforce the terms of these Conditions, then GNAC shall be entitled to recover all reasonable and necessary attorneys' fees, costs and expenses incurred by GNAC in connection therewith.

**22. Waiver; Severability.** The failure by marina management to insist upon the strict performance of any covenant, agreement, term or condition of these Conditions, or to exercise any right or remedy due to a breach, shall not constitute a waiver of any breach or subsequent breach of such covenant, agreement, term or condition. Any waiver must be in writing and signed by GNAC to be enforceable.

The provisions of this Agreement are severable and if any provision is held to be unenforceable, the remaining provisions will continue in full force and effect.

**23. Survival.** The provisions of this paragraph and paragraphs 3, 16, 17, 18, 19, 20, 21, and 22 above, and any other provision of these Conditions which contemplates events occurring after the termination or expiration of the berth permit, shall survive the termination or expiration of the berth permit.

### **Rules and Regulations About Your Berth:**

**1. Berth Changes.** Berth changes between permittees are not allowed without the written consent of marina management. Proper paperwork must be completed through the marina office as well as payment of the established transfer fee prior to relocation.

**2. Relocation of Berth Assignment.** Management reserves the right to reassign a boat to a berth other than the berth originally selected. Reassignments are normally, but not necessarily, made at the start of the permit period. Reassignments will not be made arbitrarily or without sound reason.

**3. Water Sport Prohibited.** Leasing of berth areas for use as water sport activity centers, water skiing, parasailing, or boat brokerage is strictly prohibited.

**4. Maintenance.** The berth space and surrounding dock and water area are to be kept clean and free from trash by permittee. Violations will be grounds for revocation of permit by marina management in its sole discretion.

## **Rules and Regulations About The Marina Facility:**

1. **No Wake Zone.** A "No Wake" regulation is strictly enforced throughout the marina facility. All vessels may not operate within the marina at excessive speeds. Boaters are responsible for any and all damage caused by them or their wake.
2. **Dinghies.** Dinghies must comply with the rules and regulations established by the marina. Additional information may be obtained from the marina office. In summary, dinghies stored in permittee's berths shall not exceed 10 feet in length and shall not encroach on adjacent berth space. Dinghies shall not be stored on or under piers, in vacant slips, on walkways, or on land.
4. **Walkways.** Walkways and piers shall be kept clear at all times. Supplies, equipment, or material shall not be stored thereon. Only approved dock boxes may be purchased (see marina office for details). All dock boxes must be installed and/or removed by the marina staff; the established fee will be posted to the slip folio and settled to the credit card on file. New permit holders do not assume use of existing dock boxes.
5. **Flammables.** The storage of flammable liquids or materials within dock boxed or other storage areas is prohibited.
6. **Alterations.** Marina Management has provided a dock system designed for the practical use of the boater. STRICTLY PROHIBITED ARE ANY ALTERATIONS TO THE EXISTING DESIGN INCLUDING, BUT NOT LIMITED TO:
  - A. Affixing anything to the pilings or docks (this includes boarding ladders).
  - B. Use of ropes and lines for any purpose other than to safely secure the vessel to the cleats provided.
  - C. The use of carpet or mats on the docks.
  - D. Adding cleats, rings/line hangers without prior written approval of marina management. If approval is given, the work must be performed by the marina staff at the owner's expense and the alteration becomes the property of the marina.
  - E. Stand off whips.
  - F. Alterations to utilities, i.e. electric, television, telephone, etc.
7. **Decorations.** Decorative planters, statues, flags, etc. are not permitted on the docks or finger piers.
8. **Fire Hazards.** Any conditions aboard or around a boat that are declared a fire hazard by management must be corrected immediately upon notification to the permittee and to the satisfaction of management.
9. **Barbecues.** Outdoor barbecues are restricted to the designated picnic area in the marina facility and will not be permitted elsewhere. Barbecues are not permitted aboard any boat moored in the marina. Open fires of any kind are strictly prohibited.
10. **Water Hoses.** Each permittee should furnish their water hose and nozzle attachment with a positive shut off. When not in use, the hose should be coiled on the power post hanger or stored

in the permittee's vessel. Hoses are not to be left on the dock. Water is available at each slip from mid- April through October.

11. **Wires and Cabling.** The stringing of wires, cables, ropes, hoses, etc. across the walking area of any dock or pier is strictly prohibited.
12. **Vendors.** It is the boater's responsibility to verify that a vendor is registered with the marina office before making arrangements to have work done to their boats in the marina. The marina office maintains a list of all vendors authorized to do business within the marina facility. Any vendor not appearing on this list is not authorized to work on any vessel within the marina facility and must be approved prior to entering the marina. All vendors must sign in with the marina office prior to proceeding to the dock to perform the service.
13. **Major Repair Work.** Heavy sanding, painting, or other type of major repair work to the vessel is not permitted in the Marina.
14. **Hazardous Materials.** Waste oil and other hazardous materials shall only be disposed of within the Marina at the designated waste oil disposal areas provided or shall be removed from the Marina property for disposal by the Permittee. Waste oil containers must be properly sealed as not to cause spills. Permittee will be held fully responsible for spills. Waste oil containers are not to be left about the Marina.
15. **Fuel Dock.** The marina operates a floating fuel dock in season. Smoking is prohibited in this area. Fuel dock personnel are not permitted to fuel a boat without the owner being present.
16. **Fueling Procedures.** The filling of fuel tanks shall be permitted only at the marina fuel station. Draining or cleaning of fuel tanks and/or using gasoline or other flammable solvents as a cleaning agent is not permitted within the marina boundaries. The cost for the cleanup of any spillage or drainage will be the responsibility of the permit holder.
17. **Trash Policies.** Garbage, refuse and paper cannot be thrown overboard. **All garbage and refuse must be separated for recycling, securely bagged and deposited in the receptacles designated for that purpose.** Privately owned receptacles are not permitted on the piers.
18. **Fish Cleaning.** The marina facility has designated fish cleaning stations. Cleaning of fish on the piers and docks is strictly prohibited. When using the fish cleaning stations, all fish remains should be wrapped and discarded in the containers provided for this purpose. Throwing fish parts/carcasses into the water is strictly prohibited. Dock carts may not be used for transporting fish.
19. **Marina Restroom, Shower and Laundry Facilities.** The marina maintains three restroom and shower facilities - near "A" dock, near "J" dock and in the marina building. The facilities near A and J docks are also equipped with coin operated washers and dryers. All facilities are for the exclusive use of marina guests. It is the responsibility of all users to keep these facilities in order. Kindly refer any cleanliness concerns to the marina office that will ensure proper follow up.

20. **Electrical Services.** Each slip has a corresponding power post for dockage service. The permittee is required to utilize the power post designated for their slip only. Plugging into the electric, telephone, or cable outlets of any other power post is strictly prohibited. The permittee will be responsible for all electric charges incurred after plugging in to the applicable power post.
21. **Electrical Cords.** All electrical dockside power cords and electrical connectors must be properly rated for the service and UL approved for marina use. This will be strictly enforced for safety reasons.
22. **Loudspeakers.** The use of loudspeakers is prohibited in the marina facility.
23. **Signs; Advertisement; Solicitations.** Marina management strictly forbids the posting or distribution of signs, flyers, notices, advertisements, handouts and/or related items without the written consent of marina management and the DEP. Soliciting is not permitted. The display of signs on boats (including For Sale signs) is permitted with the written approval of management.
24. **Personal Mail.** The marina office is not responsible for personal mail and is not to be used as a mailing address.
25. **Prohibited Activities.** Fishing, crabbing, swimming, or diving from piers, bulkheads, and/or boats is prohibited. Diving for the purpose of emergency boat maintenance or repair is allowed with the consent of marina management.
26. **Nuisance Policy.** Boisterous, unruly conduct or excessive noise is not permitted within the marina facility. Permittees are responsible for the conduct of themselves, their guests, crew, and all persons using their boat. The marina will strictly enforce quiet hours between 11pm and 7am daily.
27. **Liability for Damage.** Permittees shall be liable to reimburse GNAC for any damage to marina property resulting from them, their family, guests, or crew.

28. **Bicycles; Roller Skates.** The use of bicycles, scooters, roller skates, roller blades, skateboards, etc. is not permitted on the marina docks or main boardwalk.
29. **Pets.** The permittee is responsible for all pets brought to the marina premises by themselves, their family, guests, or crew. Pets must be properly immunized for rabies and distemper. The permittee must maintain written proof of valid immunization records. These records must be made available to Marina management upon request. Marina management reserves the right to prohibit the presence of specific breeds of animals at its sole discretion. All pets must be attended and on a leash at all times when on marina property. Pet owners are responsible for any clean up of waste left by their pets. Failure to do so will result in the issuance of a summons of complaint to the permittee. This can result in the permanent removal of the offending party's pet(s) from the marina facility. Pets are not permitted in the marina building, shower or restroom facilities, the restaurants or lounges (including the outside deck area). **Feeding of stray animals or seagulls in the Marina is not permitted.**
30. **Parking.** Parking is available in designated lots surrounding the marina. Each permittee will be issued one (1) parking permit for their personal use and two (2) parking permits for a visitor at the beginning of each boating season. The parking permit must be clearly displayed per the instructions of the marina office when parked in a marina parking area. Vehicles will be towed at the owners expense under the following conditions:
- A. If parked in a marina lot without a valid permit.
  - B. If parked in a "15 minute load zone" without flashers on.
  - C. If parked in a handicapped zone without a handicap license plate/permit.
31. **Trailers and RVs Prohibited.** Use of marina parking lots by trailers, campers, recreation, or any other type of vehicle for the purpose of storage or camping is strictly prohibited.
32. **Relocation of Vehicles for Special Events.** Permittees must relocate their vehicles when requested by management to allow the conducting of special events. In such an event, the permittee will be authorized to park in the Golden Nugget self-park garage or utilize valet parking services free of charge providing the marina permit is displayed as instructed. Management will provide at least thirty (30) days advance notice of all special events which will require a permittee to relocate their vehicle.
33. **Consumption of Alcohol.** Consumption or possession (opened or concealed) of alcoholic beverages will not be permitted on any common dock or public gathering area within the marina facility. Violations will be subject to the issuance of a summons and complaint, prosecution to the fullest extent of the law, permit termination and vessel removal from the marina without refund of any paid fees. The permittee acknowledges that all alcoholic beverage activity is subject to the rules and regulations of the State of New Jersey and GNAC which is licensed to sell alcoholic beverages by the State of New Jersey. The permittee further acknowledges that the vessel is subject to the jurisdiction of the state alcoholic beverage enforcement authorities. The permittee will not allow the service or consumption of alcoholic beverages by minors (persons under twenty one (21)) or intoxicated persons, regardless of the source of such beverage. The permittee will hold harmless, indemnify and defend Golden Nugget Atlantic City LLC its related

and affiliated companies and from any liability for New Jersey liquor law violations which may arise out of activities on the vessel while it is located at the marina.

### **Rules and Regulations About Your Boat:**

- 1. Securing Vessel.** The permittee is responsible to secure their vessel at all times. The permittee is responsible to supply a minimum of four (4) lines to ensure proper tie up at all times - two (2) spring lines, one (1) bow line, and one (1) stern line – plus any additional lines as may be necessary under any given circumstance. In the event of severe weather, double lines and, if appropriate, additional lines, should be used. Any non-secured items must be tied down, stored below, or removed from the vessel. Vessels not safely secured may, in marina management's sole discretions, be secured by management at the permittees expense (if incurred). Notwithstanding the foregoing, in the event that marina management elect to secure the vessel, marina management will have no liability in connection therewith, and nothing in this paragraph or elsewhere in these Conditions is intended to relieve permit holder from its absolute obligation to secure permit holder's vessel.
- 2. Loose Lines.** Loose lines (such as those on sail boat masts and sport fish outriggers) must be secured at all times. Lines should not make excessive or repetitive noises.
- 3. Damage or Loss.** Marina management and the DEP will not be responsible for any damage or loss to a vessel as a result of unsecured or inadequate dock lines or sinking. When a boat is sinking, unseaworthy, or in unsafe condition, marina management will use reasonable efforts to notify the permittee based on the contact information provided to the marina office. The permittee is expected to take prompt, suitable action to correct the condition. If the permittee fails to do so or is unavailable and cannot be notified, marina management will make arrangements with a marina repair business in the area to remove and haul the boat. In such event, the marina has the right to terminate the permit having made such notice and to declare forfeit to any fees previously paid to the marina.
- 4. No Obligation to Protect Vessel.** The permittee acknowledges that marina management has no obligation to protect the vessel in the event of severe weather, an emergency or disaster. Nonetheless, should marina management undertake action to protect the vessel, including the installation of dock lines, pumping out the vessel or similar services, the permittee will reimburse marina management for any and all costs and expenses incurred for labor, services and materials expended in such actions. The permittee will hold harmless all Released Parties from liability for any damage arising out of any Released Party's voluntary action to protect the vessel. All charges for moving, pumping, or hauling the boat and any charges for subsequent storage is the sole responsibility of the permittee.
- 5. Vessel Boarding.** The permittee acknowledges that GNAC, the State of New Jersey or their employees or agents may board a vessel at any time and for any reason including, but not limited to, protecting property and preventing bodily injury.
- 6. Maintenance.** All boats docking in the marina are expected to be maintained in a safe and proper fashion (i.e. engine(s), steering, and propulsion gear maintained in good running condition). Inoperable boats and boats in a state of poor repair or appearance (included but not limited to peeling paint, broken glass, boarded up parts, badly damaged structures, abandoned, neglected, bizarre,

unconventional, or otherwise derelict in appearance) are prohibited. Marina management reserves the right to terminate the permit of any boat that does not meet these standards after proper notice has been documented and issued to the permit holder based on contact information provided to the marina office.

7. **No Houseboats.** Strictly prohibited in the marina are domicile type units including but not limited to unpowered houseboats and house type craft specifically designed for dockside living and not deemed suitable for frequent open water use.

8. **Safety Inspection.** All vessels holding an annual permit within the Marina will be tested for safe water use every season. This inspection will be conducted by marina personnel by appointment at a mutually convenient time. Permittees will be allowed two (2) postponements of the test date. Any vessel failing the inspection will be required to have all deficiencies remedied within thirty (30) days of the inspection date. Failure to do so will result in berth termination and removal of the vessel from the marina.

9. **Propane Tanks.** Propane tanks must be properly installed on board the vessel in such a manner as not to be exposed to the outdoors or seen from the exterior of the boat. The storage area must be ventilated to the outside of the vessel in a way so that fumes do not collect in the bilge or interior of the boat. An approved shutoff device must be installed between the tank(s) and the regulator with remote control capability onboard. The shutoff device is to always be activated when propane is not in use.

10. **Boarding Equipment.** The Marina recognizes that some boats may require boarding ladders to safely board the vessel. Boarding ladders should be of the type designed specifically for boarding purposes and must be safely attached to the boat.

**STRICTLY PROHIBITED ARE:**

- A. Any steps on the docks with storage capability.
- B. Any steps exceeding half the width of the finger pier.
- C. Any type of ladder, step or box that is affixed to the dock.
- D. Any type of boarding equipment that restricts the safe use of the pier by others.

11. **Boat Toilets.** Boat toilets shall not be used while the boat is in the marina unless the boat is equipped with an operating holding tank so that the effluent is **not** discharged into the water. Discharge of any sewerage within the boundaries of the marina is strictly prohibited. Any permittee found to be in violation of this policy will have their permit terminated and their vessel removed from the marina. Marina sanitation device (MSD) regulations are available at the marina registration desk. Restrooms are provided in three locations in the marina facility - near A dock, near J dock, and in the marina building.

12. **Inboard Engines.** Inboard engines shall not be removed or installed while the boat is moored in the marina. Discarded items such as engines, parts or equipment must be removed from the marina by the permittee. Items left on the piers will be discarded by marina personnel.

13. **No Marina Office Storage.** Boat keys or personal property cannot be stored in the marina office.