

City of Pleasantville

A Municipal Corporation of the State of New Jersey

MARINA LICENSE AGREEMENT

BOAT SLIP # _____

THIS LICENSE AGREEMENT is made as of the _____ day of _____, 2021, between THE CITY OF PLEASANTVILLE, a Municipal Corporation of the State of New Jersey, having its principal offices at 18 N. First Street, Pleasantville, NJ 08232 (hereinafter being referred to as "Licensor") and _____, with an address of _____ (hereinafter being referred to as "Licensee").

RECITALS:

WHEREAS, THE CITY OF PLEASANTVILLE. is the owner of the marina and surrounding waters located at 345 E. Bayview Avenue, Pleasantville, NJ 08232 (hereinafter being referred to as the "Marina");

WHEREAS, Licensee is the owner of a vessel, more particularly described on Exhibit A, and desires to lease a boat slip in the Marina from Licensor and Licensor is willing to lease a boat slip to Licensee pursuant to the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto for good and valuable consideration agree as follows:

1. Grant and Term of License. Licensor hereby grants to Licensee the exclusive right and privilege to use Boat Slip No. _____, which is _____ feet in length, located at the Marina. The licensee agrees to only use the assigned boat slip with the specified boat, more particularly described on Exhibit A attached hereto (hereinafter being referred to as the "Boat"), commencing on **April 1, 2021** and continuing until **October 31, 2021**, unless terminated earlier pursuant to the terms and conditions set forth herein. Licensor reserves the right, in its sole and unlimited discretion to require Licensee to move its vessel to another boat slip in lieu of the one set forth herein at any time and as often as necessary upon 7 days written notice to Licensee.

2. Consideration. For and in consideration of said license, Licensee shall pay \$30 per foot of the boat (*boat size*) to Licensor for the sum of _____ Dollars (\$_____.00), before the vessel is docked at the Boat Slip. The consideration shall be deemed fully earned on the execution of this License Agreement and is non-refundable.

3. Use. Licensee shall use the Boat Slip and Marina facilities in accordance with this License Agreement and the Rules and Regulations, as amended from time to time by Licensor in its sole discretion, which are attached hereto as Exhibit B and made a part of this License Agreement as if set forth at length herein.

4. Liability Insurance. Licensee must maintain liability insurance upon its vessel in the minimum amount of \$300,000 and supply an insurance certificate to Licensor naming "The City of Pleasantville" as an additional insured. Licensee shall provide insurance for oil spill and pollution and shall be held fully responsible for any spill and/or pollution caused by its vessel and/or actions. License shall be liable for any and all loss or damage caused to the Marina.

5. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor from any costs, expenses, damages and against all claims, demands, loss, damage liability lawsuits, causes of actions, including judgments and attorneys fees for damage to property or injury to third parties resulting or arising from Licensee's use of the Boat Slip and the Marina facilities.

6. No Assignment. Licensee shall not assign its rights under this License Agreement. Licensee is not permitted to sublet, substitute vessels, transfer vessels between Boat Slips or move an additional vessel into the Boat Slip without the specific written permission of the Licensor.

7. Termination. Any breach or failure on the part of Licensee to fulfill any part of this License Agreement and the Rules and Regulations shall give Licensor the privilege of canceling this License without prior notice to Licensee. If Licensor terminates this License Agreement, all prepaid consideration shall be forfeited by Licensee and shall not be refunded to Licensee. Licensee is required to immediately remove its vessel and/or equipment from the Boat Slip upon termination of this License Agreement. If Licensee fails to remove in a timely manner its vessel and/or equipment from the Boat Slip at the termination of this License Agreement, Licensor shall have the option of:

(a) charging Licensee three times the daily consideration on a pro rate basis for the space occupied; or

(b) taking possession of the vessel (to include removal of vessel from water) and/or equipment and locking it to the space provided; or

(c) moving and/or hauling the vessel and/or equipment to another location; or

(d) pursuing any other remedy available under state/federal law.

8. Attorney's Fees and Costs of Suit. In the event it becomes necessary for licensor to retain the services of an attorney to enforce any provision of this License Agreement, then Licensee agrees to pay all attorneys fees and costs of suit.

9. Completeness. This License Agreement and the Rules and Regulations, as amended from time to time, embody the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the parties hereto. However, the Rules and Regulations can be amended from time to time, in writing, by the Licensor, in its sole and absolute discretion. Said amended Rules and Regulations shall become binding on Licensee upon mailing by regular mail to Licensee at the address contained herein or other such address provided by Licensee.

10. Risk of Loss. During the term of this License Agreement, Licensee shall be responsible for any and all loss or damage to Licensee's property, by fire or other casualty, ordinary wear and tear, or from any other cause or circumstance that may occur.

11. Non-liability of Licensor. It is expressly agreed and understood by and between the parties to this License Agreement that the Licensor shall not be liable for any damage or injury from any cause which may be sustained by the said Licensee or other person to include the carelessness, negligence or improper conduct of Licensor.

12. Governing Laws. This License Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this License Agreement the date and year first above written.

City of Pleasantville, Licensor

Mayor: _____ Date: _____

Licensee: _____ Date: _____

City of Pleasantville

EXHIBIT A

VESSEL DESCRIPTION AND OWNER INFORMATION

Vessel Name: _____

Year: _____

Make: _____

Serial No: _____

LOA (Length): _____

Draft: _____

Beam: _____

Power / Sail: _____

Fuel Type: _____

Drive: _____

Vessel Insurance Co. : _____

Vessel BIN # or Reg No: _____

Seasonal or Annual: _____

Rental Fee: _____

Contact Name: _____

Contact Address: _____

Contact Telephone No.: _____

Contact Email: _____

Emergency Contact & Telephone No.: _____

Licensee Signature: _____

Dated: _____

City of Pleasantville

EXHIBIT B

RULES & REGULATIONS

1. Licensee and their guest(s) agree to conduct themselves in a manner that will not interfere with other vessel owners or the normal business operation of the Marina. Consideration must be given to others as to language, actions, noise, especially between the hours of 8:00 pm and 8:00 am.

2. OVERNIGHT STAYS ARE PROHIBITED.

3. The Licensee is obligated to supply its own mooring lines of proper size and condition to safely secure vessel. The minimum requirement is 1/2 inch dock lines for all vessels up to 28' in length and 5/8 inch dock lines for all vessels greater than 28' in length. If Licensee's mooring lines do not meet the Licensor's specifications or fail for any reason, the Licensor reserves the right, but not the obligation, to replace inadequate lines at the Licensee's expense.

4. Licensee shall not store any supplies or equipment on walkways or docks, or construct any structure, install lockers, mount any equipment, TV antennas or install carpet on any dock or finger pier without written permission from the Licensor. Unauthorized items will be removed and disposed of by Licensor at the Licensee's expense and risk.

5. Refuse and garbage must be placed in plastic bags and properly disposed of by Licensee. Cleaning of fish on walks or docks is not permitted. No refuse should be dumped into the harbor.

6. Licensee agrees not to idle the vessel while tied at the dock.

7. Pets must be in Licensee's control at all times. Dogs must be on a leash and must be walked off premises. Licensee is responsible for cleaning up droppings.

8. Cooking devices other than original fixed equipment from the vessel manufacturer must not be used in the harbor area (on or off vessel) .

9. The use of portable heaters is not permitted aboard any vessel. Only those fixed heaters originally installed on vessels as furnished from the vessel manufacturer are permitted.

10. Upon vacating a boat slip at the end of the season or during an extended cruise, the Licensee shall be responsible for the removal of all lines.

11. LICENSEE IS NOT PERMITTED TO DISCHARGE THE CONTENTS OF THE HEADS aboard its vessel while in the harbor.

12. The Licensee hereby authorizes the Licensor to take such steps that in the exclusive opinion of the Licensor are necessary to protect any vessel while at the dock. In such instances, the Licensee agrees to pay the Licensor any labor and materials supplied. Licensee agrees to pay an interest fee, ON ANY REIMBURSEMENTS NOT MADE WITHIN 30 DAYS, at the rate of 18%

per annum or the maximum amount permitted by law until the labor and materials are paid in full. Nothing contained herein shall be construed to impose upon the Licensor any liability or duty otherwise not imposed by any other terms of the License Agreement

13. No outside contractors are permitted in the Marina without specific written permission of Licensor. If permission is granted, Licensee must execute an agreement warranting that the contractor and/or other personnel will carry a specified minimum amount of liability insurance as well as Worker's Compensation insurance, and will provide the Licensor with a Certificate of Insurance naming Licensor as an additional insured prior to commencing any work. In addition, Licensee must indemnify and hold harmless Licensor from any and all claims that may arise from the work being performed by contractor.

14. Any condition on or around a vessel declared a hazard in the judgment of Licensor shall be removed to the satisfaction of Licensor within seven (7) days of notification of the hazard.

15. Only non-toxic anti-freeze can be used on Marina property.

16. All vessels must be properly moored and tied with adequate mooring lines so as to prevent damage to other boats, docks or piling.

17. Licensees are responsible for making Licensor aware of any special hauling instructions for its vessel.

18. Licensor does not provide winter wet storage.

19. In the event of severe storm, hurricane and act of God, Licensor may attempt, at its sole option, to provide damage prevention or emergency mitigation services, the costs for which will be charged to Licensee. However, Licensee is still solely responsible to all emergency measures possible and Licensee agrees, that, despite the providing by Licensee of any such services, Licensor does not assume any responsibility for said protection and/or damage to the vessel, personal property or personal injury.

20. Licensee shall provide Licensor with day and night telephone numbers and address at which Licensee can be reached in an emergency and to which mail shall be addressed.

21. Laundry shall not be hung on boats, docks or finger piers in the Marina

22. Young children must be accompanied by adults and wear approved life preservers while on docks or near shorelines at all times.

23. When entering or leaving the Marina, vessels must be under power, not sail and shall obey Marina, State of New Jersey and Federal regulations. The maximum speed for entering and leaving the Marina is 5 mph.

24. Licensee acknowledges that Licensor makes no representation regarding the adequacy of water levels for ingress and egress. Licensor is not responsible for damages resulting, directly or indirectly from low water levels.

25. No running on docks.

26. Swimming, crabbing and fishing from any portion of the basin is prohibited.

27. All bayards must be tied away when entering or leaving the Marina.

28. Stepping or unstopping masts must be done in appropriate areas.

29. No open flames in Marina.

30. Licensee shall adhere to all posted parking regulations.

31. "For Sale" signs and/ or any other form of advertisement will not be displayed by Licensee on vessel or in Marina Boathouse unless authorized in writing by Licensor.

Licensee Signature: _____

Dated: _____