The Harbor Commission

Simon Lake Drive
Atlantic Highlands, New Jersey 07716
Tel: 732-291-1670 • Fax: 732-291-9657

ATLANTC HIGHLANDS MUNICIPAL HARBOR

General Conditions

The following rules and regulations shall be obeyed by transient boat owners in this municipal harbor and the boat owner that have a contract with the Harbor Commission of Atlantic Highlands. The rules and regulations shall be incorporated by reference into any boat contract with the Harbor Commission of Atlantic Highlands as if set forth more fully therein.

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1. In the event these rules and regulations are not adhered to by the owner, then the Commission shall notify the owner of said breach. In the event that the owner does not remedy same immediately, this contract shall be deemed breached and the Commission shall, at it's option, seek damages or other remedies permitted at law or in equity including, but not limited to removing the owners vessel.

2. The owner of any boat in the Harbor shall be responsible for the behavior of its contractors and guests visiting the owner's boat. All contractors shall be required to provide proof of liability insurance and be approved by the Harbor Office before performing any work.

3. Any act which In the opinion of the Commission is deemed a nuisance shall be immediately rectified by the owner.

4. Atlantic Highlands Municipal Harbor Is a CLEAN MARINA. Customers shall be responsible for compliance of all recycling requirements as posted. Waste oil and used antifreeze shall be disposed of in recycling tanks located near the Harbor Workshop. Violators shall be subject to fines provided by Ordinance. The Borough of Atlantic Highlands Clean Marina Ordinance can be found on the Harbor web site at http://www.ahni.com/ahni/Harbor/ and in the Harbor Office.

5. In order to maintain safety on the piers and to prevent safety hazards and to keep the dock neat organized and to maintain the integrity of the dock system, tenants shall not store supplies, materials, accessories, umbrellas, carts or chairs on any pier and shall not construct or install thereon or thereto any chats, lockers, chests, cabinets, fish cleaning stations or similar structure on any pier. No privately owned carts or wheelbarrows will be permitted to be left on any pier or on the promenade. The Harbor will supply carts for tenants to use.

6. Dock Boxes: The Atlantic Highlands Harbor Commission shall provide and install a dock box for those tenants who wish to have a dock box at their slip. All dock boxes must be supplied by the Atlantic Highlands Harbor and no privately owned dock boxes will be permitted, The tenant shall advise Harbor Office personnel of their request and leave a $275.00 deposit for the dock box. After installation by Harbor personnel, the dock box will be inspected with the tenant for any damages and note the condition of the box at the time of rental. When the slip holder is no longer a tenant of the Atlantic Highlands Municipal Harbor, the dock box will be inspected and there is no damage, the tenant will receive a refund of $137.50. If the structure of the dock box is damaged, the tenant shall forfeit their full deposit. If broken parts are detected, the owner shall be responsible for replacement and installation costs which will be deducted from their refund.
Only one (1) dock box is permitted per slip unless other arrangements have been made with the Harbor Manager. The Atlantic Highlands Municipal Harbor is not responsible for content loss due to theft or storms. Any damages cause by the tenant will be corrected by Harbor personnel at the expense of the tenant.

7. Berths, spaces and anchorages are assigned to the owner. No other boat may occupy such rented berths, spaces or anchorages unless preapproved by the Commission or designee. The contract owner shall remain liable for all duties and responsibilities arising from these rules, regulations and contract, regardless of the sale of its boat, until such time as the Harbor Commission may accept a contract with the new owner. Exception: If the boat is sold to or transferred by inheritance to an immediate family member of the owner.

8. Filling of fuel tanks is permitted only at the Harbors fuel dock. It is a violation of these rules to carry fuel down the piers in containers of any kind or to fuel any boat while in a berth or on a mooring, Customers wishing to have extra fuel may have their containers filled at the fuel dock. in addition to the remedies contained here in violators shall be subject to a fine and/or loss of berth, space or anchorage privileges.

9. No garbage, oil, sludge, sewerage or refuse matter of any kind shall be thrown, disposed or permitted to fall from any boat using the Harbor.

10. All materials for refuse shall be placed in the proper container.

11. Swimming is strictly forbidden in the Harbor.

12. No signs shall be placed on piers, parking areas or storage area without consent of Commission.

13. Fresh water hoses shall be equipped with self-closing nozzles of hand grip type.

14. No pumping of oily bilge water shall be permitted at any time. Used oil absorbent pads shall be placed in sealed plastic bags and disposed of ln a Harbor dumpster.

15. Borough ordinance requires all dogs to be on a leash or in owner's boat at all times.

16. Fishing and crabbing are not permitted on any pier except the Fishing Pier. Fish cleaning is permitted on the owners boat, or at a Harbor installed fish cleaning station only and all Clean Marina regulations shall be adhered to.

17. As per NJ DEP regulations, cleaning of boat bottoms by a diver while the boat ls ln the water is prohibited.

18. The harbor is located in a "No Discharge Zone". Do not pump out your holding tank or toilet into the Harbor waters.

19. The owner specifically agrees that it shall remove its boat prior to the termination of its contract unless the owner has a signed and fully paid storage contract for the following season. ln the event the owner should fail to remove its boat, the owner hereby specifically grants to the Harbor Commission, and its agents, the right to remove the boat and place it in storage, subject to availability, at the owners expense for the following season without any further action by the owner. Any and all expenses incurred by the Harbor Commission as a result of the owner's failure to move its boat shall constitute a valid lien upon the boat and the Harbor commission may retain possession of the boat until all accrued charges have been paid. The Harbor commission reserves the right to assess charges for any boats remaining at berth after their termination of the contract that is not winter storing in the Atlantic Highlands Harbor. The charge shall be the rate specified in the current rate resolution.

20. lf the owner fails to launch their boat after the termination of the storage contact, the owner must remove their boat from the marina.

21. Any violation of this contact shall result in revocation of contract privileges for the current term, forfeiture of any fees paid and shall constitute grounds for non-renewal for subsequent seasons.

22. The owner hereby agrees that all charges under the terms of contact shall constitute a valid lien on the boat and/or equipment registered herein and that the Commission may retain possession of owners boat and/or equipment until all charges are fully paid. The owner hereby waives any right to damages as a result of the Commission's enforcement of these rules and/or contract. After demand for payment of charges to the owner by the Commission, and non-payment thereof the Commission shall pursue its legal remedies to collect same from the owner. The Commission shall, in addition to any amount due, be entitled to recover any and all damages and expenses including but not limited to reasonable attorney fees ($350/hr) filling fee costs' court costs and post Judgment collection costs. Failure to make prompt payment shall result in the Commission's refusal to offer a contract for the following season'

23. The owner has read and agrees to obey these rules and regulations and any other reasonable rules and regulations which may be enacted' Rules and regulations in effect or promulgated from time to time for operation of boats' vehicle and pa*ing within the Harbor shall be observed. The owner agrees that the rules and regulations by the Commission are hereby incorporated in its contract' The owner accepts the continued responsibility to check the bulletin board at the Harbor office and website for the adoption of any new rules and regulations by the Commission during the term of this contact and does agree to abide by same.

24. It is agreed between the Commission and the boat owner that no responsibility is assumed by the Commission for injuries to any person on Harbor property nor for damages of any boat in Harbor area, or fire, theft, damage to boat or equipment however arising. The Commission reserves the right to assume control of any boat or yacht for protection of life and property deemed necessary by the Commission or designee. The commission reserves the right to assign a berth other than the berth specified herein. Notwithstanding anything to the contrary herein, the commission assumes no responsibility as a result of any damage to any pe6on, thing, including but not limited to, any boat or any other article of personal property, real estate resulting from any storm, hurricane, flood, wind, snow, sleet, rain or any other "Act of God" during the period of time described herein. The owner specifically agrees the landlord's limit of liability shall not exceed $500.00.

25. Invalidity of Provisions: If any term or provision of this agreement or the application thereof to any Person or circumstance shall, to any extent' be invalid or unenforceable,theremainderofthisagreement,andtheapplicationofsuchtermor provision to persons or circumstances other than those as to which it is held invalid or unenforceable,shallnotbeaffectedthereby,andeachprovisionofthisagreementshall be valid and be enforced to the fullest extent permitted by law'

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