



**Bayview Harbor Marina**  
 1301/1501 Bayview Ave.  
 P.O. Box 368  
 Barnegat Light, NJ 08006  
 609 494 7450

## License Agreement

This License Agreement is made and entered into effect on 2023 by and between Bayview Harbor LLC, a New Jersey Limited Liability Corporation with a principal place of business at 1301/1501 Bayview Avenue, Barnegat Light, NJ 08006 (hereinafter called the ("Licensor") And \_\_\_\_\_ residing at \_\_\_\_\_, \_\_\_\_\_, ("referred to herein as the "Licensee or Owner"). This Agreement is subject to the following terms & conditions:

This License agreement is for the terms indicated and may be renewed for additional periods upon agreement of both parties as to rates, conditions, space availability, and prompt payment of all specified fees and services.

Licensee certifies that the printed matter on both the front and back of this agreement has been read and the Terms & Conditions set forth are fully understood. Licensee further certifies that the space in which the vessel is to be placed has been examined and finds it suitable and acceptable.

\_\_\_\_\_ **Seasonal Wet Slip Agreement**                      **Period:**        **April 1, 2023– November 30, 2023**  
**Slip Number** \_\_\_\_\_ **Slip Size** \_\_\_\_\_ **Slip Rate \$** \_\_\_\_\_ **Ft.**        **Seasonal Rate \$** \_\_\_\_\_  
**Electrical Hook-up – 30 Amp. Season-** \$ \_\_\_\_\_        **50 Amp. \$**0.2208/**KWH**    **100 AMP. \$**0.2704/**KWH**  
**Deposit Due:** 1/1/202 \$ \_\_\_\_\_                      **Balance Due:** 4/1/202\_ \$ \_\_\_\_\_

\_\_\_\_\_ **Daily/Weekly Wet Slip Agreement – Period** \_\_\_\_\_ **to** \_\_\_\_\_  
**Slip Number** \_\_\_\_\_ **Slip Size** \_\_\_\_\_ **X**    **Slip Rate \$** \_\_\_\_\_ **X** **# Nights** \_\_\_\_\_ **= Fee \$** \_\_\_\_\_

- 1) This agreement is for use of boat in water dock space only. Such space is used at the sole risk of the boat owner. Bayview Harbor LLC, herein referred to as Landlord, shall not be responsible for any personal injuries or property damage of any nature caused or permitted to occur by or to the above-named vessel or the owner thereof, or his, her, their and/or its agents, servants, employees, masters, crew, guests, passengers, invitees, or licensees. Landlord shall not be responsible for the safety or security of the boat, including gear, equipment or contacts, or for damage or loss thereto on account of fire, theft, pilferage, vandalism, collision, explosion, windstorms, flood, lightening, or another casualty or cause whatsoever. Owner agrees to and shall indemnify and hold harmless landlord against all claims, actions, proceedings, damages, and liabilities brought against landlord including attorney fees, arising from, concerning, or caused by owner's possession and use of said vehicle or space or any other part of the marina and other facilities.
- 2) Owner agrees to maintain a policy of marine insurance for and upon the above-described vessel, which insurance shall include personal injury/property damage/environmental spill liability in an amount not less than \$300,000 and Bayview Harbor LLC named as insured on the policy. Proof of said insurance coverage is in force shall be in the form of a certificate of insurance and shall be presented to the landlord prior to occupancy.
- 3) This agreement may not be assigned or transferred by owner, nor may owner sublet dock space without prior written approval of landlord. Space is leased to owner for occupancy only by and for the vessel described. Landlord reserves the right to permit vessels other than that of the owner to occupy space if same is vacant, and to retain any fees collected therefrom. The boat owner shall notify Marina office if their slip will be vacant for more than 3 days.
- 4) Owner and vessel shall conform to the regulations of the U.S. Coast Guard and the Bureau of Navigation of the state of New Jersey, as well as all other applicable federal, state, and local laws, ordinances and regulations including those of Bayview Harbor LLC. Owner shall maintain the vessel in a seaworthy and sanitary condition and the proper and attractive appearance of same.
- 5) **Fueling of boats via portable means (portable containers) on or upon Marina Docks, water or land is prohibited.**
- 6) All open fires, fires in containers, fireworks, tiki torches and any other incendiary devices on Marina property are strictly prohibited. Landlord reserves the right to evict without prior notice anyone who deliberately violates this rule.
- 7) On or before November 30<sup>th</sup> the vessel owner shall remove the boat from the dock space. If not so removed, landlord may at the owner's risk, and expense remove and store the vessel and charge appropriate rates. See Marina Manager regarding "Extended Striper Season".

- 8) Bayview Harbor LLC shall have a lien against the boat and her contents for all unpaid sums due under this agreement as well as for expenses incurred by Bayview Harbor LLC in storing and maintaining the vessel. Bayview Harbor LLC may retain possession of the vessel and enforce such lien in accordance with law until such charges are fully paid. Bayview Harbor LLC will take measures to retain the title to boats abandoned on Bayview Harbor LLC property in accordance with the N.J. Abandoned Boat Disposition Act.
- 9) Owners performing their own work in yard must properly dispose of all contaminated materials, such as paint scrapings, paint cans, oils, fluids, waste oil used batteries, etc. Please visit the Marina office for guidance on disposal of the above materials
- 10) Contractors, or personnel other than the boat owner are not allowed to work on Bayview Harbor LLC property without prior authorization. The extent of maintenance and repairs is at the discretion of Bayview Harbor LLC. Power washing and bottom painting are reserved for marina operations only. If an outside mechanic is to perform work on your boat, the following conditions must be met or the mechanic will not be allowed access: a) Boat owner must notify Marina Manager or his designee in advance, with the date and nature of the work to be performed. B) Subcontractor must stop at office upon arrival and check in. c) Subcontractors must submit proof of insurance for workers compensation and for commercial liability for not less than \$300,000.
- 11) Garbage and recycles must be placed in appropriate designated containers. Do not place waste oil in dumpsters. See Marina office personnel for disposal information of waste oils.
- 12) Bayview Harbor LLC reserves the right to haul from the water or move to another location any boat it deems unsafe or a danger to surrounding boats, property or in danger of sinking.
- 13) Each owner is responsible for the conduct of persons using or visiting his boat and shall ensure that the conduct of those persons will not disturb, endanger or in any way interfere with the use or operation of any other boat located in the Marina.
- 14) Bayview Harbor LLC reserves the right to evict without prior notice anyone who in its judgement creates a disturbance, is a nuisance, or deliberately violates the rules set forth in this lease agreement. No refund of fees will be made in the event of such an eviction.
- 15) Owner agrees to comply with the rules and regulations made a part of this agreement. Bayview Harbor LLC reserves the right to amend the rules and regulations from time to time.
- 16) All deposits are non-refundable. A deposit will reserve a slip for a period agreed upon by both parties. No refunds will be given for late arrival or early termination of slip agreement.
- 17) Pets are welcome but in accordance with local ordinances must be leashed at all times. Pet owners are required to pick up their pet droppings and dispose of properly.
- 18) Boat owners are responsible for removing all personal belongings from the docks by November 30<sup>th</sup> so that maintenance can be performed during the off season.
- 19) Discharging of sewage waste into the marina or on the marina grounds is prohibited. Violators will be reported to the proper authorities and evicted from the Marina. No refund of fees will be made in the event of such an eviction.
- 20) Power washing, sanding, or spray painting of boats by the owner of the boat or by his designated sub-contractor is prohibited.
- 21) Overnight parking of motor homes and travel trailers, in accordance with local ordinances is prohibited.
- 22) Bow Pulpits and floating Docks: Boats docked bow in may not have their bow pulpits, anchors, or bow sprits overhang the dock surface.
- 23) For insurance purposes and the safety of our slip holders we do not allow non marina supplied ladders or stairs or carpeting on the docks.
- 24) No Airbnb or any other vacation rentals of your boat is permitted while your boat is docked at Bayview Harbor Marina.
- 25) No 24/7 live-aboard is permitted.
- 26) Dock Boxes – For Safety & Appearance reasons, only boxes approved by Bayview Harbor LLC are permitted
- 27) Licensee consents to the use of any photographs, video, or digital images taken of the boat, self and guests while at Bayview Harbor for publicity, promotion, or website use, and expressly waives any right of privacy, compensation, copyright or other ownership right of such images.
- 28) This agreement constitutes the entire understanding between the parties, and no statement, promise, covenant, or condition made by any other party or agent of any other party not contained herein shall be valid or binding on either party.
- 29) I have read and understood the above and agree to pay the charges indicated. Further, I agree to comply with the rules and regulations regarding the dockage of my vessel. I agree to assume any and all liability arising from uninsured workers on my vessel while on Bayview Harbor LLC property.

Boat Owner \_\_\_\_\_

Date \_\_\_\_\_

Bayview Harbor Acceptance \_\_\_\_\_

Date \_\_\_\_\_