

Rules & Regulations

Ocean Gate Yacht Basin, Inc.

1. When a boat enters the Ocean Gate Yacht Basin, Inc. property, it immediately comes under the general jurisdiction of the management. Except for overnight guests, a contract must be signed by the owner or master of every boat.
2. In no case may the boat owner rent, sell, assign, or sub-lease, or otherwise transfer his rental space or space rental agreement to another individual or potential lessee. The management reserves the right to change slip assignments, to move boats and to re-assign slip/space during the temporary absence of the permanent occupant.
3. Swimming, diving, fishing, or crabbing is not permitted from any docks or boats.
4. The management cannot and does not guarantee the continuity of electrical service where provided. ALL HIGH VOLTAGE ELECTRICAL, COOKING, HEATING, OR AIR CONDITIONING APPLIANCES ARE PROHIBITED. YOUR CO-OPERATION WILL BE APPRECIATED.
5. Only fiberglass boats in good condition, UNDER THEIR OWN POWER, shall be admitted to slip/space or storage areas. In the event of an emergency during the owner's absence, the management is authorized to make necessary repairs which will be charged to the boat owner.
6. Any condition aboard any boat or dock or gangway, which in the opinion constitutes a fire hazard or health menace or a danger to public safety, must be corrected immediately by the boat owner upon oral notification to the owner and if not immediately corrected, the marina owner or agent may do so at the boat owner's expense.
7. Alterations to the marina property are prohibited. This includes, but is not limited to: carpet, decks, cleats, ladders, antennas, etc.
8. ALL HAZARDOUS WASTE (OIL, GAS, THINNERS, PAINT, CHEMICALS, ETC.) MUST BE DISPOSED OF PROPERLY. ANY VIOLATIONS WILL RESULT IN THE IMMEDIATE EXPULSION FROM THE MARINA AND THE BOAT OWNER SHALL BE LIABLE FOR ALL CLEAN UP COSTS. New rules regarding materials to be recycled will be posted. All Federal, State, and local laws regarding waste disposal must be obeyed.
9. Toilets without a holding tank are not to be used aboard any boat within the limits of the marina. Restroom facilities provided by the marina are to be used. Every effort shall be exerted to maintain marina restrooms facilities in a high degree of cleanliness. Your co-operation will be appreciated.
10. No lockers, chests, supplies, materials, accessories or debris shall be stored on docks or other marina property.
11. Noise must be kept to a minimum at all times. Boat owners should use discretion in operating engines, generators, radios, and television sets, so as not to create a disturbance.
12. Neither "FOR SALE", nor other signs may be posted on boats, piers, gangways or docks.
13. Advertising or soliciting is not permitted on any boat within the marina. Neither the boat nor the marina address may be used for business purposes.
14. YOUNG CHILDREN MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES.
15. PETS ARE DISCOURAGED DUE TO CLOSE QUARTERS, THOSE WHO DO HAVE PETS MUST CARRY AND USE "DOGGIE BAGS" TO CLEAN UP AFTER THEIR PET. ALL DOGS MUST BE ON A LEASH.
16. A season fee will be charged for each small tender, dinghy, sailboat, or rowboat stored on land, and must be placed in an area designated by management.
17. All persons causing injury or damage to other persons, piers, or other boats shall be liable therefore and shall indemnify and save harmless the marina from any liability there from, including reasonable attorney's fees and other costs incident to litigation. Violations of marina rules, disorder, depredations, or indecorous conduct by a boat owner, his crew or guests that might injure a person, cause damage to property or harm the reputation of the marina is cause for immediate removal of the boat in question from the premises and all monies paid are forfeited by the owner.
18. No insurance is carried by OCEAN GATE YACHT BASIN, INC., on customer's boats or other property. Storage or dockage therefore is accepted at the sole risk of the boat owner. Boat owner releases the management from any and all claims for loss or damage however caused.
19. OCEAN GATE YACHT BASIN, INC., and its employees will not be responsible for loss or damage to boats, motor(s), or articles left in boat in case of fire, theft, accidents, freezing, or any other cause beyond the control of management.
20. Boat owners are permitted to work on their own boat. Any outside contractor, worker, salesperson, etc., prior to doing any work or showing boat must : (1) Register with OCEAN GATE YACHT BASIN, INC. (2) Provide a CERTIFICATE OF INSURANCE with liability coverage of \$1,000,000.00 and Workman's Comp Insurance, and (3) Provide Employer

Identification Number. Contractors not complying will not be permitted to work in the yard.

21. Bills are rendered for work in progress and must be paid within 30 days. All outstanding charges must be paid before boat is launched or leaves the yard. A 2% service charge per month will be added to accounts past due 30 days. In the event that it becomes necessary by the management to expend any sums of money for collection or for court costs or attorney's fees, the boat owner/lessee shall pay all such costs of collection and court costs, including reasonable attorney's fees.
22. The management is hereby given a lien upon the vessel, its contents and equipment for any and all charges for service, repairs, storage, or dockage of the same or for the balance owing on any other account or accounts owing to the management, by the owner/lessee of the vessel. Said lien shall continue in full force and effect whether possession of the vessel is retained by OCEAN GATE YACHT BASIN, INC., or not. In addition thereto, this contract is subject to the provisions of N.J.S.A.12:7 C-7, commonly known as the "Abandoned Vessels Disposition Law" and the boat owner's attention is specifically directed to the provisions thereof. Generally stated, the above referenced act provides that it is unlawful for any person to willfully abandon any vessel upon any private property (the marina) in the water immediately adjacent thereto without the consent of the owner (the marina), and the marina owner may acquire title to any vessel which has been abandoned by the owner or lessee of the vessel. A vessel which had remained moored, grounded, or otherwise attached or fastened to or upon any public and or waterway or any private property without the consent of the owner for a period of more than thirty days (30) shall be prima facie evidence of abandonment. It is understood that if the boat owner after non payment of a bill for a period of six months after written request to have done so will be considered conclusive evidence of his willful abandonment of said vessel and the marina owner will be entitled to secure title to and possession of same pursuant to N.J.S.A. 12:7 C-7.
23. All boats accepted for wet winter storage must be secured with adequate lines by the owner. If, in the opinion of the management, the aforementioned lines are not provided by the owner, OCEAN GATE YACHT BASIN, INC., may, at their option, supply the lines and bill the boat owner.
24. Boats for storage must be left with keys or combination. NO BATTERIES, DOCK LINES, TILLERS, RUDDERS, etc. SHOULD BE REMOVED FROM BOAT UNTIL AFTER HAUL OUT.
25. The management cannot guarantee the winterization and/or storage of any boat before freeze-up unless the order for winterizing is given to OCEAN GATE YACHT BASIN, INC., prior to NOVEMBER 1st.
26. It is understood that the management prefers that masts be unstepped while a boat is in dry winter storage. A sailboat with mast stepped will only be stored in CRADLE IN EXCELLENT CONDITION. In the event a boat owner chooses to leave his mast stepped, the management will not be responsible for any damage to the boat, mast, or for any damage caused to another boat, person, property by a mast or boat which falls or breaks or dislodges itself in any manner, whatsoever the cause. The boat owner further indemnifies and saves harmless OCEAN GATE YACHT BASIN, INC., from any claims in civil action losses, including reasonable attorney's fees, as a result of any damage incurred by a boat dry stored with the mast stepped.
27. STORAGE DOES NOT INCLUDE A SLIP OR LAND SPACE BEFORE OR AFTER THE DATES COVERED BY THE CONTRACT. A DAILY RATE WILL BE CHARGED.
28. All winterizing of motors, equipment, and/or water systems must be done using BIODEGRADABLE ANTIFREEZE PRODUCTS. Nothing is to be dumped on the ground, in the water, or in the trash cans or dumpsters that is considered HAZARDOUS MATERIALS. All debris, dust, chips, drop cloths from sanding and/or scraping must be contained and collected, then disposed of properly by double plastic bagging, and placed in the dumpster.
29. SPRAY PAINTING, SAND BLASTING, AND BOTTOM WASHING IS NOT PERMITTED.
30. Plastic poly tarps are not permitted
31. No refueling is permitted in the marina, except for fuel dispensed at the fuel dock. This includes outside fuel trucks and portable fuel containers.
32. Electric heaters are prohibited at all times.
- 33.. Failure to abide by these rules and regulations will result in immediate expulsion from the marina and all monies paid to the marina will be forfeited.