

CAMDEN COUNTY PARKS DEPARTMENT

WIGGINS PARK MARINA RULES - 2011

Wiggins Park Marina, Camden County (Landlord) is located at the foot of Mickle Boulevard at the Delaware River in Camden, New Jersey. Wiggins Park Marina was developed for recreational boating. We ask boaters to fully familiarize themselves and all guests with these rules. We ask for your cooperation in making Wiggins Park Marina a safe and enjoyable boating location.

Permittees (Tenants) in the occupation of a berth and in the operation of a boat shall conform to all municipal, state and federal laws, ordinances and regulations as well as all marina rules.

HOURS OF OPERATION

1. Regular, supervisory and maintenance staffing of the marina shall be from 10:00 A.M. - 5:00 P.M.

April - May	Fridays - Sundays
June - August	Tuesdays - Sundays
September - October	Fridays - Sundays
2. Operating days and hours may be extended during holidays and special events.
3. Phone Numbers: Wiggins Park Marina (856) 541-7222 (April - October)
Harbormaster (856) 966-1352 (November - March)
Camden County Parks (856) 216-2173 (Year round)
Park Police (856) 309-0006 or 24 hr (856) 428-9335
Emergency 911

BERTH RENTAL AND FEE SCHEDULE

1. There are 50 slips, a service dock and an emergency vessel dock available at Wiggins Park Marina.
2. The maximum boat LOA availability is 50' unless special arrangements are made with the Harbormaster.
3. Seasonal Rates:
 - a. Seasonal rentals shall be available for a seven (7) month period, from April 1 - October 31.
 - b. Rates based on \$57.00 per foot for the seven month season.
 - c. Metered electric shall be available and charged for current used at the rate of \$.15/kw hr. over 75 kw hours.
 - d. Non-refundable deposits of \$100.00 are required to reserve a seasonal slip.
 - e. Submission of payment in full, a completed contract and evidence of marina hull and liability insurance are due prior to entering the marina. Extending dockage past October 31 is not permitted and will result in a penalty fee at the monthly rate.
 - f. ALL seasonal and monthly slip rentals will be processed through the Parks Administration Office. NO monies will be accepted at the marina office.
 - g. Failure to complete these requirements may result in forfeiture of slip as well as deposit.
4. Monthly Rates:
 - a. Monthly rentals shall be available for 30 days dockage and processed through the Parks Administration Office. ALL requests for monthly slips must call (856) 216-2173 for availability.
 - b. A base rate of \$18.00 per foot shall be charged.
 - c. Metered electric shall be available and charged for current used at a rate of \$.15/kw hour over 75 Kw hours.
 - d. There shall be no pro-rating.
 - e. Payment is due, in full, upon assignment of slip. If slip is to be paid for on a monthly basis, then monthly payment is due in full each month before dockage.
 - f. Monthly slips shall be available on a limited basis, contingent upon projected seasonal and transient traffic. No slips will be assigned prior to April 1st.
 - g. Non-refundable deposits of \$100.00 are required to reserve a monthly slip.
 - h. Submission of payment in full, a completed contract and evidence of marina hull and liability insurance are due prior to entering the marina.
5. Daily and Evening Rates:
 - a. Daily and evening rentals shall be available for any dockage over 7 hours and up to 24 hours (from 12 noon to 12 noon) and for all dockage after 5:00 p.m.
 - b. A rate of \$3.00 per foot shall be charged. Electric is included in this rate.
 - c. Payment is due in full when vessel enters the marina by debit and/or credit cards ONLY. NO money will be accepted for daily slip rentals.
 - d. Deposits made on evening slip rentals are refundable with 24 hours notice before the reservation date.
6. Transient Rates:
 - a. Transient rentals shall be available for up to seven hours, during the hours of 10:00 a.m. to 5:00 p.m.

- b. Every hour shall be charged at \$3.50 per hour with a 3-hour minimum; the first 3 hours is \$15.00.
 - c. A maximum transient fifteen (15) minute grace period shall be permitted.
 - d. Payment is due in full when vessel enters the marina by debit and/or credit cards ONLY. NO money will be accepted for transient slip rentals.
 - e. Deposits made on transient slip rentals are refundable with 24 hours notice before the reservation date.
7. Miscellaneous Rates:
- a. Rates for special events shall be negotiated with the Harbormaster and approved by the Camden County Board of Freeholders.
 - b. One parking pass shall be issued to each seasonal slip holder at no charge. One pass per slip. If lost or stolen, a \$50.00 charge will be assessed to obtain a replacement pass.
 - c. A \$5.00 refundable deposit will be charged to all transient and daily boaters requiring a gate key.
 - d. Fees shall be waived, when dock space is available, for approved police, fire safety, educational and research vessels in the marina for business related purposes only. A "Boat Space Rental Agreement" and proof of Insurance is required. Requests must be made in advance to the Harbormaster. The harbormaster will forward the requests to the Parks Administration Office for processing.
8. Keys or registration cards may be requested by marina staff upon assignment of slip.
9. The marina is for non-commercial boats only, unless under contract with the County of Camden.
10. Only one (1) boat per slip shall be permitted, except during special events and/or as assigned by marina personnel.
11. There shall be no transfer of assigned slips without marina approval.

INSURANCE

- 1. Wiggins Park Marina does not carry insurance covering the property of the Permittee. Wiggins Park Marina will not be responsible for any injuries or property damage resulting in, caused by, or growing out of the use of the facilities of the marina and Permittee does hereby release and discharge the County of Camden and/or its agents, servants or employees from any and all liability from loss, injury (including death), or for damages to persons or property sustained while in or on the premises of Camden County, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident or any other act of God. Permittee agrees to keep the boat fully insured with complete marina insurance, including hull coverage and liability insurance. The hull should be insured for an amount equal to the most recent appraisal. General liability limits should be set at \$300,000 for bodily injury and \$300,000 for property damage, policy to include waiver of subrogation. Permittee will provide a Certificate of Insurance or a copy of the certificate prior to dockage.
- 2. Uninsured boats may not enter Wiggins Park Marina.
- 3. Wiggins Park Marina shall not be responsible for any items of personal property left in the boat.
- 4. Permittee shall be responsible for damage to Marina or to County property caused by himself, his family, crew or guests.

BOATING RULES

- 1. Any boat entering the waters of the Wiggins Park Marina shall immediately come under the general jurisdiction of the Camden County Department of Parks. All rules and regulations of the Camden County Department of Parks in addition to the laws, and rules and regulations governing vessels established by the United States Coast Guard, shall apply.
- 2. Docking of boats shall be permitted only in designated slips assigned by the marina management.
 - a. Owners are solely responsible for the proper docking of their boats, to have docking lines in good condition and to use a 3-point docking system.
 - b. It shall be the responsibility of owner to properly secure and fender their boat from wave surges resulting from vessels transiting the direct riverfront and within the marina.
 - c. Radio ahead prior to entering the marina if you need docking assistance. (Call on Channels 16 or 68 VHF)

SAFETY

- 1. Safety is the responsibility of all parties within this marina. Marina management shall have the authority to cause the owner of any vessel, or other persons within the Wiggins Park Marina to comply with reasonable safety requirements. To save life or property, marina management may perform or cause to be performed, acts which are, or may be, of benefit to any persons or vessels within the marina complex, but no liability shall occur to the marina management or Camden County as the result of such act or omission of acts. Any cost imposed as a result of such act or acts that are contributed to a vessel owner, shall be the owner's responsibility.

2. A maximum speed limit of 15 miles per hour shall be imposed on all vehicular traffic within the boundaries of the Wiggins Park Marina complex.
3. The maximum speed at which a vessel shall operate within the boundaries of the Wiggins Park Marina shall be 3 to 6 miles per hour and speed shall not produce any wake or wave action. The Harbormaster and any and all officers on site shall retain complete authority in the determination and enforcement of the speed limit.
4. The following are NOT PERMITTED within the marina complex.
 - a. Consumption of alcoholic beverages. (Except by special permit or by permission of the Freeholder Board).
 - b. Horseplay, bike riding, bare feet, running, skateboards and minibikes.
 - c. Use of barbecue grills or other types of portable open flame cooking devices, torches, toxic removers or other hazardous equipment on the docks or marina office deck.
 - d. Water skiing or the use of flotation devices.
 - e. Swimming or diving from boat, bulkhead or piers.

GENERAL CONDITIONS

1. The Permittee shall correct any condition aboard a boat, dock or breakwater, which in the opinion of marina management constitutes a fire hazard, health menace or a danger to the public and/or the marina property.
2. Permittee, crew and guests shall not act in a disorderly fashion, such as foul language, lewd or lascivious behavior.
3. There shall be discretion in the operation of engine(s), generators, radio, stereo and television. Noise shall be kept at a minimum at all times, absolutely during Park Curfew hours of 10:00 p.m. to 6:00 a.m.
4. Young children shall have adult supervision at all times. It is strongly suggested that children under the age of 13 shall wear an approved personal flotation device while on marina docks.
5. Pets shall be leashed on board and off. Pets shall be curbed while on marina and county property and any area soiled shall be cleaned.
6. All trash shall be placed in trash bags or containers provided by marina management. Follow all recycling guidelines. Report potentially hazardous debris to marina office immediately.
7. Advertising, soliciting and vending shall not be permitted on any boat within the marina.
8. No "FOR SALE" signs on boats or other signs shall be posted on any structure within the marina complex, without permission from the Harbormaster. Any sale, purchase or exchange of boats within the marina complex shall be reported immediately to the marina management.
9. Only reasonable and customary use shall be made of the docks and facilities. No unnecessary wear and tear, disturbance, nuisance, rubbish or garbage shall be permitted on the dock of premises. Permittee shall keep dock and premises free and clear of gear, tackle and all other obstructions, and further agree to throw nothing, including treated or untreated effluent or sewage from heads or holding tanks in the marina waters.
10. Marina management shall reserve the right to assign dock space consistent with good business practice and to refuse entry to anyone for good reason, i.e. persons suspected to be under the influence of alcohol or unseaworthy vessels.
11. In the event Permittee's boat shall, for any reason, sink while berthed in a slip or while otherwise occupying marina waters and if Permittee cannot be contacted immediately, marina management will take immediate steps to raise and remove said boat and all costs shall be at the Permittee's expense.
12. In case of emergency, Wiggins Park Marina management shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property or general welfare if boat is unattended and Permittee cannot be reached. However, under no circumstances is Wiggins Park Marina under any obligation to provide this service. Any cost incurred by Wiggins Park Marina shall be billed as posted in the marina office. Permittee agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the Permittee to move the boat, the inability of marina management to reach the Permittee, or by the movement of the boat by the marina management. In general, the Permittee shall be solely responsible for any emergency measures.
13. Vessels may need to be moved to other slips and or be rafted together during special events or at any other time as determined by the Harbormaster.

OPERATIONAL CONDITION OF VESSEL

1. To prevent serious damage and/or loss to your boat and/or the marina property, marina management is authorized to take basic necessary measures and/or make temporary repairs to your vessel in the event of an emergency. Time and material

expended by the marina personnel for the emergency will be charged to the vessel owner. The marina management will attempt to contact the vessel owner immediately.

2. Emergency repairs ONLY shall be permitted.
3. The flushing of bilge or fuel tanks shall not be thrown or pumped overboard within the waters of the marina. In the event of an oil or fuel spill, marina management or the Department of Parks must be notified immediately.
4. No outside craftsman or contractor is allowed in the marina without permission of marina management. If an outside contractor is allowed, all appropriate local license and proof of insurance liability must be provided.

DOCKS and PIERS

1. The modification or adjustment of docks, piers, cleats or the installation of gangplanks, floats, rubbing piles, mooring devices, power cord or water hose hangers or other such equipment shall be made only with the approval of the marina management.
2. Boarding steps are permissible, providing that they are not permanently attached to the docks and do not constitute a safety hazard.
3. All piers, docks and breakwaters shall be kept clear of all electrical cords, water hoses and dock lines.

ELECTRICAL / WATER

1. Water is available for all boaters. Electric shall be included in the transient and daily fees and shall be charged as an additional fee for monthly and seasonal use over 75 hours.
2. Wiggins Park Marina cannot and does not guarantee the continuity of electrical service where provided.
3. The use of the marina electrical outlets for the operation of power tools and battery chargers, in an emergency situation shall be permitted with permission of marina management.

MARINA SECURITY

1. The Camden County Park Police and/or private security sources and/or marina staff shall be responsible for public safety within the marina complex.
2. The Camden County Park Police shall be responsible for enforcing all county ordinances and regulations, municipal, state and federal laws.
3. Additional security personnel may be available during special events.
4. Marina staff will provide security when the marina is open for business. Security will also be provided from dusk until dawn.
5. **The emergency number** to call 24 hours a day shall be **911**. Police can be reached 24 hours a day at (856) 428-9335.
6. Any and all unusual activity observed on land or sea in and around the marina shall be immediately reported to marina office or security personnel in the park.

PENALTIES

1. Any violation of the Wiggins Park Marina Rules or Camden County Park Regulations may result in the termination of any Rental Agreement and, upon notice of termination; the Permittee will be responsible for immediately removing the vessel in question from the marina.
2. If the vessel in question is not removed in a timely fashion, Camden County may, at their option, remove the vessel.
3. Reasonable costs and fees incurred by Camden County in removing the vessel shall be paid by the Permittee.
4. If the Rental Agreement is terminated for any reason, all monies paid to date by the Permittee shall be forfeited.

This agreement contains the entire understanding between the Permittee (Tenant) and the Wiggins Park Marina (Landlord) and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. It is agreed that if any paragraph or provision violates the law and is unenforceable, the rest of this contract will be valid.