



Please find all of the information needed for berth permit application and renewal below.

All renewal documentation has been emailed and made available Online.

We ask that you print each document and take the following action:

1. Contract
 - Ensure all information is current and all areas have been completed
 - Make checks payable to "GNAC"
2. NJ Vessel Registration
 - Enclose a current copy
3. Vessel Insurance Policy
 - Enclose a current copy
 - A minimum of \$500,000 liability and hull coverage equal to the value of the vessel
 - Insurance policies shall name the State of NJ, The DEP, GNAC LLC, and its affiliated companies as "additional insured"
4. NJ Vessel Title
 - Enclose a current copy
5. Conditions of Use and Occupancy
 - Print copy for review and reference
 - Sign acknowledgement form in the designated area and return
6. BBQ and Alterations
 - Print copy for review and reference
 - Sign acknowledgement form in the designated area and return
7. Measurement and Mobility
 - Print copy for review and reference
 - Sign acknowledgement form in the designated area and return
8. Severe Weather, Emergency, or Disaster Notice
 - Print copy for your review
 - Sign acknowledgement form in designated area and return
9. Credit Card
 - Print a copy, complete, and return
 - Credit card must be valid throughout the term of the permit
10. Event Notice
 - Print copy for your review
 - Sign acknowledgement form in designated area and return
11. Rules and Regulations – Dinghy
 - If applicable, print copy for your review
 - Sign acknowledgement form in designated area and return
12. Rules and Regulations – Jet Ski
 - If applicable, print copy for your review
 - Sign acknowledgment form in designated area and return



- Annual Permit** (April 1 to March 31)
 Seasonal Permit (April 1 to October 31)
 Winter Permit (November 1 to March 31)
 New Application

The below named applicant acknowledges the receipt of and agrees to abide by The Conditions of Use & Occupancy, N.J.A.C. Title 7 – Chapter 2, and all the rules and regulations now and hereafter in effect.

Applicant agrees that the State of New Jersey and/or Golden Nugget Associates shall not be liable for any damage, loss, destruction, or deterioration of the vessel, which is the subject of this permit, from any cause, including the legal repossession of said vessel by a duly authorized agent of a party holding a secured interest in the vessel.

Applicant Name:		Street:		City:		State:	Zip Code:
Primary Phone (Home/Cell):		Secondary Phone:		Business Phone:		Email:	
Emergency Contact:		Telephone		Credit Card #: (See Authorization below)		Expiration Date:	CVV2:

I authorize Golden Nugget to apply payment to the card noted above for monthly electric utility fees and any miscellaneous charges signed to my permit folio at the Farley State Marina. Furthermore, I understand that I will also be charged on this card for requested services such as dock box or cleat installations; slip transfer fees or unauthorized dockage fees that have not been settled with an alternate method of payment.

VESSEL INFORMATION

Vessel Name:		Year:	Length:	Beam:		
Make:		Type:		Use:		
NJ Registration Number:		Expiration:	Insurance Provider:		Policy Number:	Expiration:

ALL FEES PAID ARE NON-REFUNDABLE

- | | |
|---|---|
| <input type="checkbox"/> J-Dock Annual \$ 2,800.00 | <input type="checkbox"/> J-dock Seasonal \$ 2,000.00 |
| <input type="checkbox"/> 20 Foot Annual \$ 3,330.00 | <input type="checkbox"/> 20 Foot Seasonal \$ 2,825.00 |
| <input type="checkbox"/> 25 Foot Annual \$ 4,170.00 | <input type="checkbox"/> 25 Foot Seasonal \$ 3,525.00 |
| <input type="checkbox"/> 30 Foot Annual \$ 4,995.00 | <input type="checkbox"/> 30 Foot Seasonal \$ 3,995.00 |
| <input type="checkbox"/> 40 Foot Annual \$ 6,950.00 | <input type="checkbox"/> 40 Foot Seasonal \$ 5,850.00 |
| <input type="checkbox"/> 50 Foot Annual \$ 9,000.00 | <input type="checkbox"/> 50 Foot Seasonal \$ 8,000.00 |
| <input type="checkbox"/> 60 Foot Annual \$11,100.00 | <input type="checkbox"/> 60 Foot Seasonal \$9,950.00 |



Conditions of Use and Occupancy

The operation, management, and use of the Senator Frank S. Farley State Marina ("marina") in accordance with the Division of Parks and Forestry policies, rules, and regulations is subject to and in compliance with all applicable federal and local laws, rules, and ordinances now and hereafter in effect all revisions, updates, and amendments thereto, copies of which will be available for review in the Marina Office.

The Permit Holder shall abide by the following marina regulations of Golden Nugget Atlantic City, Marina Management (hereafter referred to as "GNAC" or "management") as approved by the Department of Environmental Protection, Division of Parks and Forestry (hereafter referred to as "DEP") and such additions and amendments as may be made hereto from time to time. Failure to comply with these conditions shall be cause for immediate cancellation of the Boat Berth Permit and forfeiture of all fees, except as provided in N.J.A.C. 7:2-13.

Please be advised that the Senator Frank S. Farley State Marina will honor all requests from government agencies including but not limited to the New Jersey Division of Taxation.



Marina Regulations

Failure to comply with any of the existing New Jersey State regulations and/or the Farley State Marina Conditions of Use and Occupancy may be cause for immediate cancellation of the berth permit and forfeiture of all fees paid.

About your berth permit:

1. Berth permits are available as follows:
 - a. DAILY
 - at the prevailing daily transient rate
 - includes cable, and water
 - electric at the prevailing rate based on amperage
 - b. WEEKLY
 - at the prevailing weekly rate
 - includes cable, and water
 - electric metered and billed seperately
 - c. MONTHLY
 - at the prevailing monthly rate
 - electric metered and billed separately
 - includes cable and water
 - d. ANNUALLY
 - April 1 to March 31 of the following year
 - at the prevailing annual rate
 - includes cable and water
 - electric metered and billed separately
 - e. SEASONAL
 - April 1 to October 31
 - at the prevailing seasonal rate
 - includes cable and water
 - electric metered and billed separately
 - f. WINTER
 - November 1 to March 31 of the following year
 - at the prevailing winter rate
 - includes cable
 - bubbler system is activated throughout the period based on temperature of surrounding water
 - electric metered and billed separately

Annual, seasonal, and winter permits are renewed at the discretion of management upon payment of the applicable fees. Management reserves the right to deny renewal of the permit for non-payment or untimely payment of the permit fee or if management determines that the Permit Holder has failed in the prior year/season to abide by all of the regulations of the marina. Once paid, all permit related fees are non-refundable.

2012 Payment Options and Terms

A fifty percent (50%) nonrefundable deposit is required for the renewal of all slip permits and is due no later than January 15th; the balance is due in full no later than March 15th.

An optional 3 payment plan will continue this year for both annual and seasonal permits. 40% of the payment is due by January 15th; the second payment is due no later than February 15th; the final balance is payable no later than March 15th.

A 10% discount off of the annual slip fee will be applied to all permit holders paying the fee in full by cash or check by January 15th.

If they renew after this date, they will be required to forward their renewal documents along with the appropriate deposit amount in addition to a \$50 late fee. Marina management will assign a slip based on availability.

Late fees of \$50 will be assessed on the last day of each month that the deposit or remaining balance is not received.

Full payment is due no later than March 31st. Any permittee who fails to remit their full payment by this date may forfeit their slip assignment. The permittee will be required to pay a \$50 fee per month late fee to reinstate their permit. At this time, the permittee may request their original slip assignment. If the slip has been reassigned to another permittee, marina management will assign an alternate slip based on availability. Should the permittee refuse the slip or if no alternate slips are available, the permittee will be placed on the waiting list. Any deposits paid will be forfeited.

1. All permit holders will be required to register with the Marina Office upon their arrival for the current boating season. All vessels will be measured for LOA (Length Over All).

Vessel length is overall length and shall include any and all apparatus (e.g. bow pulpits, swim platforms, outboard engines, etc.). Vessel registration will **NOT** be the determining factor concerning overall length. Prior to taking occupancy of the slip for the permit season, Marina management will physically measure the length of a vessel in order to determine the actual length. Overall vessel length cannot exceed two feet (2') beyond the finger pier length of the slip. Discrepancies between permit application paperwork and actual length will be address at this time. Any vessel exceeding 2' beyond the finger pier will be required to move up to the next available larger slip. The permittee will be responsible to pay the difference for the larger slip.

2. All permit holders are required to post a credit card or a \$200 cash deposit at the commencement of the permit period. Electric service charges will be billed monthly. The marina office will apply the charge to the credit card held on file.

3. Permit Holder will supply a copy of the vessel's New Jersey title and New Jersey registration to the marina office prior to the use of the berth space.

4. The Permit Holder shall, at its sole cost and expense, obtain and maintain at all times during the term of the permit, the following insurance requirements:

1. **Hull insurance** in an amount equal to the value of the vessel.

2. **Comprehensive protection and indemnity liability insurance** as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage (including coverage for product liability, protection and indemnity, Permit Holder owned or operated vessel, broad form contractual liability, completed operations and broad form property damage endorsement) against claims for bodily injury, death or property damage occurring on, in or about the vessel. Limits of liability shall not be less than five hundred thousand (\$500,000) dollars per occurrence for bodily liability combined single limit.

3. **Property insurance** to cover loss or damage on an "all risk" of physical loss form of coverage against fire, loss, theft, and damage on the contents of the vessel owned by Permit Holder. Said insurance shall be in an amount not less than the appraised value of the vessel. Permit Holder shall obtain and provide, at its own expense, an appraisal of the vessel for the purpose of obtaining and maintaining the aforementioned insurance.

4. Such other insurance and in such amounts as may from time to time be reasonably required against other insurable risks which at the time are commonly insured against in the case of similar use with due regard to the type of use and operation to be conducted by Permit Holder. **All insurance coverage to be maintained by Permit Holder shall name the State of New Jersey,**

Department of Environmental Protection, Golden Nugget Atlantic City LLC its related and affiliated companies as additional insured. Permit Holders and their insurance companies shall have no right of subrogation against the above entities. **In the event the Permit Holder fails or refuses to renew any of its insurance policies to the extent required hereby, or if any policy is canceled, terminated, or modified so that the insurance does not meet the requirements hereof, GNAC may immediately terminate Permit Holder's permit until Permit Holder obtains insurance coverage in satisfactory form.** Permit Holder expressly understands and agrees that any insurance protection required herein shall in no way limit Permit Holder's obligations assumed in its use of the Marina and shall not be construed to relieve Permit Holder(s) from liability in excess of such coverage, nor shall it preclude GNAC from taking other actions as are available to it under any provision of the permit or otherwise in law. Prior to any use of the berth space, Permit Holder will file with Management certificates of insurance evidencing the above coverage. Such certificates shall provide ten (10) days advance notice to the certificate holders of cancellation or modifications of coverage.

5. Annual and winter permits expire on March 31st and seasonal permits expire on October 31st each year. Boat berths shall be vacated immediately upon expiration of the contracted permit period.
6. If a vessel is not removed from the Marina at the end of the permit term, it will be considered a transient vessel and be assessed the current daily charge for use of the berth space until it is removed. If the vessel remains in the Marina for a period of thirty (30) days past the expiration of the permit, GNAC may remove and haul the vessel. In addition to the daily transient charge, all charges for removal of the vessel and any charges for subsequent storage shall be the responsibility of the permit holder. Alternately, GNAC may, subject to the Abandoned Vessels Disposition law, N.J.S.A. 12:7C-1, et seq., acquire title to any vessel which has been abandoned in accordance with the provisions of N.J.S.A 12:7C-9.
7. Multiple permits are acceptable under the following conditions:
 1. Individual(s) are permitted to hold a maximum of two (2) permits that are NOT the same size and are for personal use only. Yacht brokerage is strictly prohibited within the Marina.
 2. Boat manufacturers with boat dealer registrations are permitted to hold a maximum of three (3) permits of any size for delivery and preparation of vessels only. The overall length of these vessels may not exceed the permitted slip size. Yacht brokerage is strictly prohibited within the Marina.
 3. Sport fishing charter/commercial boats are permitted to hold a maximum of three (3) permits of any size. The criteria used to establish these limits is based upon the public's accessibility and use of the Marina as a tourist attraction and in consideration of New Jersey manufacturers, small businesses and the general non-boating public's access to sport fishing, boat charters, etc.
 4. The maximum number of commercial slips shall not exceed five percent (5%) of the seasonal berths, including all size categories.
8. Berth rental shall be for pleasure boats only unless otherwise approved. Permit Holders who wish to operate a charter boat business must apply for such through the marina office, have the written consent of marina management, and must pay the applicable charter fees. Operating a charter boat business without consent will result in cancellation of the berth permit and forfeiture of all related fees.
9. Commercial boats and commercial type boats (state and federal vessels excluded) such as barges, boat tenders, dredges, tugs, draggers, work boats, or any commercial boat not specifically designed for pleasure/recreational use, are strictly prohibited from holding berth permits.

10. Permit holders who wish to sublease their slip must complete all related paperwork through the marina office. Each sub-permit shall be offered to individuals on the waiting list in the order of priority established by GNAC. Management will retain a \$50.00 fee for administrative costs and upon receipt of the berth fee by the sub-Permit Holder will refund the difference to the Permit Holder. The sub-permit will not renew. Subleases will not be permitted if there are slips available for lease within the size category.

11. The Permit Holder shall notify the marina office in writing of the sale of their boat, purchase of another boat, or any change of Permit Holder's address or telephone number within 2 weeks of the completion of the transaction. A copy of all related documents with updated information must be presented to the marina office. If a Permit Holder sells their boat and wishes to transfer the balance of the permit to the new boat owner, proper documentation must be completed through the marina office. The new owner will only have rights to the permit until it's expiration. The original permit holder will have the option to renew for the following year. The new owner may apply for a new permit by completing a new application and pay the applicable fee. They will be placed on the waiting list.

12. All personal property (including dock boxes), lines, and gear must be removed from the marina upon the removal of the boat or it immediately becomes the property of GNAC.

13. Boaters may not establish residency or attempt to establish residency, live aboard, inhabit or otherwise use the marina as a domicile. To insure full compliance with this regulation, all boaters must vacate occupancy of their vessels for the period of November 1st through March 31st. Boaters are permitted to use their boats during this period but overnight stays must not exceed seventy two (72) hours on any one visit.

14. The Permit Holder must vacate their slip upon the request of management to allow the conducting of special events. These types of events will be limited to three per boating season. Management will provide the Permit Holder at least thirty (30) days advance notice based on the contact information provided by the Permit Holder on file with the marina office.

15. Management reserves the right to rent vacant slips to transient boaters. When leaving on an extended boat trip (over 24 hours), berth holders must advise the marina office of the date and time of departure and the anticipated date of return. The marina may thereafter rent, for its own account, the temporary vacant slip to transient boaters. No refund of seasonal rent will be made to the Permit Holder in such circumstances. Electric meters will be read and the applicable adjustment will be made to the Permit Holders account. If a berth space is vacant for more than 24 hours, management may permit a transient vessel to occupy the berth space and vacate the berth upon the Permit Holder's return.

16. The Permit Holder will hold harmless GNAC LLC., its related and affiliated companies, and the State of New Jersey from any liability whatsoever for damage, loss, destruction or deterioration of the vessel from any causes including, but not limited to, removal of the vessel from the berth space as provided herein or repossession of the vessel by a party holding security interest in the vessel.

17. Any injury which shall occur to the Permit Holder, its servants, agents or invitees requiring medical intervention and of which the Permit Holder shall be notified, shall be reported to GNAC immediately and in writing within twenty four (24) hours of the incident.

18. The Permit Holder will hold harmless GNAC LLC its related and affiliated companies, and the State of New Jersey from all liability, expenses or losses arising by reason of personal injury or property damage resulting from any cause whatsoever including the negligent or willful misconduct

of Permit Holder, his/her agents, employees or invitees while the Permit Holder occupies the berth space.

19. Should the Permit Holder fail to comply, in whole or in part, with any of the obligations set forth herein, or should GNAC determine in its discretion that the vessel creates a hazardous condition to the public and/or does not comply with the existing "Conditions of Use and Occupancy", GNAC retains the right to immediately terminate the permit, to remove the vessel from the berth space without prior notice, to charge the cost of said removal to the Permit Holder, to retain the Permit Holder's berth fee and to seek such other remedies which may be available in law and equity.



About your berth:

1. Berths shall only be occupied by a boat belonging to the Permit Holder of record and are not transferable. In the event of the sale of the boat, the Permit Holder must complete all required paperwork through the marina office and obtain approval by management to allow occupation of the berth by the new boat owner. The new boat owner may then occupy the berth until the expiration of the permit of record.
2. Berth changes between Permit Holders are not allowed without the written consent of marina management. Proper paperwork must be completed through the marina office as well as payment of the established transfer fee prior to relocation.
3. Management reserves the right to reassign a boat to a berth other than the berth originally selected. Reassignments will normally, but not necessarily, be made at the start of the permit period. Reassignments will not be made arbitrarily or without sound reason.
4. Leasing of berth areas for use as water sport activity centers, water skiing, parasailing, or boat brokerage is strictly prohibited.
5. The berth space and surrounding dock and water area are to be kept clean and free from trash.



About the Marina Facility:

1. A "No Wake" regulation is strictly enforced throughout the marina facility. All vessels may not operate within the marina at excessive speeds.
2. Boaters are responsible for any and all damage caused by them or their wake.
3. Dinghies must comply with the rules and regulations established by the marina. Additional information may be obtained from the marina office. In summary, dinghies stored in Permit Holder's berths shall not exceed 10 feet in length and shall not encroach on adjacent berth space. Dinghies shall not be stored on or under piers, in vacant slips, on walkways, or on land.
4. Walkways and piers shall be kept clear at all times. Supplies, equipment, or material shall not be stored thereon. Only approved dock boxes may be purchased (see marina office for details). All dock boxes must be installed and/or removed by the marina staff; the established fee will be posted to the slip folio and settled to the credit card on file. New permit holders do not assume use of existing dock boxes.
5. The storage of flammable liquids or materials within dock boxed or other storage areas is prohibited.
6. Marina Management has provided a dock system designed for the practical use of the boater. **STRICTLY PROHIBITED ARE ANY ALTERATIONS TO THE EXISTING DESIGN INCLUDING, BUT NOT LIMITED TO:**
 1. **Affixing anything to the pilings or docks (this includes boarding ladders).**
 2. Use of ropes and lines for any purpose other than to safely secure the vessel to the cleats provided.
 3. **The use of carpet or mats on the docks.**
 4. **Adding cleats, rings/line hangers without prior written approval of marina management.** If approval is given, the work must be performed by the marina staff at the owner's expense and the alteration becomes the property of the marina.
 5. Stand off whips.
 6. Alterations to utilities, i.e. electric, television, telephone, etc.
7. Decorative planters, statues, flags, etc. are not permitted on the docks or finger piers.
8. Any conditions aboard or around a boat that are declared a fire hazard by management must be corrected immediately upon notification to the Permit Holder and to the satisfaction of management.
9. Outdoor barbecues are prohibited. Barbecues are not permitted aboard any boat moored in the marina. Open fires of any kind are strictly prohibited.
10. Each Permit Holder should furnish their own hose and nozzle attachment with a positive shut off. When not in use, the hose should be coiled on the power post hanger or stored in the Permit Holder's vessel. Hoses are not to be left on the dock.
Water is available at each slip from mid-April through October.
11. The stringing of wires, cables, ropes, hoses, etc. across the walking area of any dock or pier is strictly prohibited.

12. It is the boater's responsibility to verify that a vendor is registered with the marina office before making arrangements to have work done to their boats in the marina. The marina office maintains a list (see enclosed) of all vendors authorized to do business within the marina facility. Any vendor not appearing on this list is not authorized to work on any vessel within the marina facility. All vendors must sign in with the marina office prior to proceeding to the dock to perform the service.
13. Heavy sanding, painting, or other type of major repair work to the vessel is not permitted in the Marina.
14. Waste oil and other hazardous materials shall only be disposed of within the Marina at the designated waste oil disposal areas provided or shall be removed from the Marina property for disposal by the Permit Holder. Waste oil containers must be properly sealed as not to cause spills. Permit Holder will be held fully responsible for spills. Waste oil containers are not to be left about the Marina.
15. The marina operates a floating fuel dock in season. Smoking is prohibited in this area.
 - a. Fuel dock personnel are not permitted to fuel a boat without the owner being present.
16. The filling of fuel tanks shall be permitted only at the marina fuel station. Draining or cleaning of fuel tanks and/or using gasoline or other flammable solvents as a cleaning agent is not permitted within the marina boundaries. The cost for the cleanup of any spillage or drainage will be the responsibility of the permit holder.
17. Garbage, refuse and paper cannot be thrown overboard. **All garbage and refuse must be separated for recycling, securely bagged and deposited in the receptacles designated for that purpose.** Privately owned receptacles are not permitted on the piers.
18. The marina facility has designated fish cleaning stations. Cleaning of fish on the piers and docks is strictly prohibited. When using the fish cleaning stations, all fish remains should be wrapped and discarded in the containers provided for this purpose. Throwing fish parts/carcasses into the water is strictly prohibited. Dock carts may not be used for transporting fish.
19. The marina maintains three restroom and shower facilities - near A dock, near J dock and in the marina building. The facilities near A and J docks are also equipped with coin operated washers and dryers. All facilities are for the exclusive use of marina guests. It is the responsibility of all users to keep these facilities in order. Kindly refer any cleanliness concerns to the marina office who will ensure proper follow up.
20. Each slip has a corresponding power post for dockage service. The Permit Holder is required to utilize the power post designated for their slip only. Plugging into the electric, telephone, or cable outlets of any other power post is strictly prohibited. The Permit Holder will be responsible for all electric charges incurred after plugging in to the applicable power post.
21. All electrical dockside power cords and electrical connectors must be properly rated for the service and UL approved for marina use. This will be strictly enforced for safety reasons.
22. The use of loudspeakers is prohibited in the marina facility.
23. Marina management strictly forbids the posting or distribution of signs, flyers, notices, advertisements, handouts and/or related items without the written consent of marina management and the DEP. Soliciting is not permitted. The display of signs on boats (including For Sale signs) is permitted with the written approval of management.

24. The marina office is not responsible for personal mail and is not to be used as a mailing address.
25. Fishing, crabbing, swimming, or diving from piers, bulkheads, and/or boats is prohibited. Diving for the purpose of emergency boat maintenance or repair is allowed with the consent of marina management.
26. Boisterous, unruly conduct or excessive noise is not permitted within the marina facility. Permit Holders are responsible for the conduct of themselves, their guests, crew, and all persons using their boat. The marina will strictly enforce quiet hours between 11pm and 7am daily.
27. Permit Holders shall be liable to reimburse GNAC for any damage to marina property resulting from them, their family, guests, or crew.
28. The use of bicycles, scooters, roller skates, roller blades, skateboards, etc. is not permitted on the marina docks or main boardwalk.
29. The Permit Holder is responsible for all pets brought to the marina premises by themselves, their family, guests, or crew. Pets must be properly immunized for rabies and distemper. The Permit Holder must maintain written proof of valid immunization records. These records must be made available to Marina management upon request. Marina management reserves the right to prohibit the presence of specific breeds of animals at its sole discretion. All pets must be attended and on a leash at all times when on marina property. Pet owners are responsible for any clean up of waste left by their pets. Failure to do so will result in the issuance of a summons of complaint to the Permit Holder. This can result in the permanent removal of the offending party's pet(s) from the marina facility. Pets are not permitted in the marina building, shower or restroom facilities, the restaurants or lounges (including the outside deck area). **Feeding of stray animals or seagulls in the Marina is not permitted.**
30. Parking is available in designated lots surrounding the marina. Each Permit Holder will be issued one (1) parking permit for their personal use and two (2) parking permits for a visitor at the beginning of each boating season. The parking permit must be clearly displayed per the instructions of the marina office when parked in a marina parking area. Vehicles will be towed at the owners expense under the following conditions:
 1. If parked in a marina lot without a valid permit.
 2. If parked in a "15 minute load zone" without flashers on.
 3. If parked in a handicapped zone without a handicap license plate/permit.
31. Use of marina parking lots by trailers, campers, recreation, or any other type of vehicle for the purpose of storage or camping is strictly prohibited.
32. Permit Holders must relocate their vehicles when requested by management to allow the conducting of special events. In such an event, the Permit Holder will be authorized to park in the Golden Nugget self park garage or utilize valet parking services free of charge providing the marina permit is displayed as instructed. Management will provide at least thirty (30) days advance notice of all special events which will require a Permit Holder to relocate their vehicle.
33. Consumption or possession (opened or concealed) of alcoholic beverages will not be permitted on any common dock or public gathering area within the marina facility. Violations will be subject to the issuance of a summons and complaint, prosecution to the fullest extent of the law, permit termination and vessel removal from the marina without refund of any paid fees.
34. The Permit Holder acknowledges that all alcoholic beverage activity is subject to the rules and regulations of the State of New Jersey and GNAC which is licensed to sell alcoholic beverages by

the State of New Jersey. The Permit Holder further acknowledges that the vessel is subject to the jurisdiction of the state alcoholic beverage enforcement authorities. The Permit Holder will not allow the service or consumption of alcoholic beverages by minors (persons under twenty one (21)) or intoxicated persons, regardless of the source of such beverage. The Permit Holder will hold harmless, indemnify and defend Golden Nugget Atlantic City LLC its related and affiliated companies and from any liability for New Jersey liquor law violations which may arise out of activities on the vessel while it is located at the marina.



About Your Boat:

1. The Permit Holder is responsible to secure their vessel. The Permit Holder is responsible to supply a minimum of four (4) lines to ensure proper tie up at all times - two (2) spring lines, one (1) bow line, and one (1) stern line. In the event of severe weather, double lines should be used. Any non-secured items must be tied down, stored below, or removed from the vessel. Vessels not safely secured may be secured by management at the Permit Holders expense (if incurred).
2. Loose lines (such as those on sail boat masts and sport fish outriggers) must be secured at all times. Lines should not make excessive or repetitive noises.
3. Marina management and the DEP will not be responsible for any damage or loss to a vessel as a result of unsecured dock lines or sinking. Marina staff will check dock lines and endeavor to protect the Permit Holder's boat. When a boat is sinking, unseaworthy, or in unsafe condition, marina management will make every effort to notify the Permit Holder based on the contact information provided to the marina office. The Permit Holder is expected to take prompt, suitable action to correct the condition. If the Permit Holder fails to do so or is unavailable and cannot be notified, management will make arrangements with a marina repair business in the area to remove and haul the boat. In such event, the marina has the right to terminate the permit having made such notice and to declare forfeit to any fees previously paid to the marina.
4. The Permit Holder acknowledges that GNAC has no obligation to protect the vessel in the event of an emergency or disaster. Nonetheless, should GNAC undertake action to protect the vessel, including the installation of dock lines, pumping out the vessel or similar services, the Permit Holder will reimburse GNAC.

for labor, services and materials expended in such actions. The Permit Holder will hold harmless GNAC from liability for any damage arising out of GNAC's voluntary action to protect the vessel. All charges for moving, pumping, or hauling the boat and any charges for subsequent storage is the sole responsibility of the Permit Holder.
5. The Permit Holder acknowledges that GNAC, the State of New Jersey or their employees or agents may board a vessel for reasons including, but not limited to, protecting property and preventing bodily injury.
6. All boats docking in the marina are expected to be maintained in a safe and proper fashion, i.e. engine(s), steering, and propulsion gear maintained in good running condition. Boats in a state of poor repair or appearance (included but not limited to peeling paint, broken glass, boarded up parts, badly damaged structures, abandoned, neglected, bizarre, unconventional, or otherwise derelict in appearance) are prohibited. Management reserves the right to terminate the permit of any boat that does not meet these standards after proper notice has been documented and issued to the permit holder based on contact information provided to the marina office.
7. Strictly prohibited in the marina are domicile type units including but not limited to unpowered houseboats and house type craft specifically designed for dockside living and not deemed suitable for frequent open water use.
8. All vessels holding an annual permit within the Marina will be tested for safe water use every season. This inspection will be conducted by marina personnel by appointment at a mutually

convenient time. Permit Holders will be allowed two (2) postponements of the test date. Any vessel failing the inspection will be required to have all deficiencies remedied within thirty (30) days of the inspection date. Failure to do so will result in berth termination and removal of the vessel from the marina.

9. Propane tanks must be properly installed onboard the vessel in such a manner as not to be exposed to the outdoors or seen from the exterior of the boat. The storage area must be ventilated to the outside of the vessel in a way so that fumes do not collect in the bilge or interior of the boat. An approved shutoff device must be installed between the tank(s) and the regulator with remote control capability onboard. The shutoff device is to always be activated when propane is not in use.

10. The Marina recognizes that some boats may require boarding ladders to safely board the vessel. Boarding ladders should be of the type designed specifically for boarding purposes and must be safely attached to the boat.

STRICTLY PROHIBITED ARE:

1. Any steps on the docks with storage capability.
2. Any steps exceeding half the width of the finger pier.
3. **Any type of ladder, step or box that is affixed to the dock.**
4. Any type of boarding equipment that restricts the safe use of the pier by others.

11. Boat toilets shall not be used while the boat is in the marina unless the boat is equipped with an operating holding tank so that the effluent is **not** discharged into the water. Discharge of any sewerage within the boundaries of the marina is strictly prohibited. Any Permit Holder found to be in violation of this policy will have their permit terminated and their vessel removed from the marina. Marina sanitation device (MSD) regulations are available at the marina registration desk. Restrooms are provided in three locations in the marina facility - near A dock, near J dock, and in the marina building.

12. Inboard engines shall not be removed or installed while the boat is moored in the marina. Discarded items such as engines, parts or equipment must be removed from the marina by the Permit Holder. Items left on the piers will be discarded by marina personnel.

13. Boat keys or personal property cannot be stored in the marina office.

Marina Fees:

1. Management reserves the right to revise all fees related to the marina subject to the approval of the DEP. New fees will not become effective until the expiration date of any current permit.

2. List of Miscellaneous Fees:

Permit Application Fee	\$50.00 (credited to the first season rental) (nonrefundable)
Permit Late Fees	\$50.00 per month
Site Usage Fee	to be set by GNAC/approved by NJ DEP
Dinghy Dockage	\$500.00 per season
Transfer Fee	\$50.00 (payable at time of transfer)
Cleat Installation	\$30.00 each

Dock Box Installation	\$30.00
Dock Box Removal	\$30.00
Electricity	Permit Holders: based on kilowatts used @ \$0.20 each billed monthly
Harbor Fee	\$50.00 (to include trash removal from dock, pet cleanup, minor damages, etc.)
Sanitation Pump Out	\$ 5.00 per vessel (free for permit holders and transients)



**CONDITIONS OF USE AND OCCUPANCY
ACKNOWLEDGEMENT
2012 Boating Season**

My signature below acknowledges that I have received and agree to comply with the Conditions of Use and Occupancy for the 2012 boating season.

Signature: _____ **Date:** _____

Print Name: _____ **Slip Number:** _____



**BBQ and DOCK ALTERATIONS
ACKNOWLEDGEMENT
2012 Boating Season**

My signature below acknowledges that I have received and agree to comply with the following policies.

1. **Outdoor barbecues are PROHIBITED.** Barbecues are not permitted aboard any boat moored in the marina. Open flames of any kind are strictly prohibited.
2. Alteration or affixing **ANYTHING** to the piling or dock is prohibited. This includes **CARPET or MATS, STAIRS or BOARDING APPARTUS and CLEATS.**

Signature: _____ **Date:** _____

Print Name: _____ **Slip Number:** _____



**MEASUREMENT AND MOBILITY
ACKNOWLEDGEMENT
2012 Boating Season**

My signature below acknowledges that I agree to make arrangements with the marina office in ADVANCE to schedule the following:

1. **Measurement of vessel LOA (Length Over All).** This measurement includes ANY and ALL apparatus (e.g. bow pulpits, swim platforms, outboard engines etc.) **VESSEL REGISTRATION WILL NOT BE THE DETERMINING FACTOR CONCERNING OVER ALL LENGTH.** No vessel shall exceed the length of its slip by more than 2 feet. My signature below confirms that I am aware any vessels LOA in excess of 2 feet greater than its slip size will be reassigned to a slip of appropriate size. I also acknowledge that I am responsible to pay the difference in cost.
2. **Mobility check (Annual Permit Holders).** This is to ensure my vessel is able to safely move to and from her berth. My signature below confirms that I am aware my vessel must be able to move to and from its berth in order to maintain a permit at GNAC/Farley State Marina. See rule #8 in "About your boat" for further information.

Signature: _____ Date: _____

Print Name: _____ Slip Number: _____



**SEVERE WEATHER, EMERGENCY OR DISASTER
ACKNOWLEDGEMENT
2012 Boating Season**

The Senator Frank S. Farley State Marina and the State of New Jersey have no obligation to protect any vessel from damage, loss, or personal injury in the event of severe weather, emergency or disaster.

Nonetheless, should the Farley State Marina undertake action to protect the vessel, including the installation of dock lines, pumping out the vessel or similar services the Permit Holder will reimburse Farley State Marina for labor, services and materials expended in such actions. The Permit Holder will hold harmless Farley Marina from liability for any damage arising out of its voluntary action to protect the vessel. All charges for moving, pumping, or hauling the boat and any charges for subsequent storage is the sole responsibility of the Permit Holder.

Signature: _____ **Date:** _____

Print Name: _____ **Slip Number:** _____



CREDIT CARD AUTHORIZATION FORM
2012 Boating Season

I _____ authorize Golden Nugget to apply payment to the card noted below for seasonal electric utility fees and any miscellaneous charges signed to my permit folio at the Farley State Marina. Furthermore, I understand that I will also be charged on this card for requested services such as dock box or cleat installations; slip transfer fees or unauthorized dockage fees that have not been settled with an alternate method of payment.

VISA_____ MASTER CARD_____ AMERICAN EXPRESS_____ DISCOVER_____

Credit Cardholder_____ *Record name exactly as it appears on the card*

Account Number_____

Expiration Date_____ *Expiration date must be valid for the duration of the berth rental*

CVV2 Number_____

Authorized Signature_____



EVENT ACKNOWLEDGEMENT
2012 Boating Season

Farley State Marina will host events throughout the year that may result in the need for a permit holder to vacate their slip. These types of events will be limited to two per boating season. Management will make every effort to notify the Permit Holder at least 30 days in advance.

Signature: _____ **Date:** _____

Print Name: _____ **Slip Number:** _____



**“RULES AND REGULATIONS – DINGHY”
2012 Boating Season**

1. A maximum of one dinghy may be stored in the berth holder’s slip provided that it does not exceed an overall length of 10 feet in the 30 foot slip category or an overall length of 14 feet in the slip categories over 40 feet.
2. A dinghy shall not be stored in the berth holder’s slip in such a manner that causes the vessel to encroach upon adjacent berths or fairways. Inflatables are not permitted on finger piers or walkways.
3. A dinghy must be listed on the permanent vessel’s insurance policy and a copy of the valid NJ registration and insurance must be on file in the Marina Office.
4. A dinghy that exceeds the specifications stated above is not permitted in the berth holder’s slip. Farley State Marina has a limited number of dinghy slips for a fee of \$500 (4/1 to 10/31). Please contact the Marina Office for availability.
5. **Berth Holder’s are not permitted to utilize a vacant slip to store a dinghy.** If a dinghy is found in an unauthorized slip, the berth holder will be charged accordingly.

Signature: _____ **Date:** _____

Print Name: _____ **Slip Number:** _____



**“RULES AND REGULATIONS – JET SKI”
2012 Boating Season**

The Senator Frank S. Farley State Marina has designated a specific amount of slips for Jet Ski dockage. An application for permit must be completed in full and submitted with payment. Slips will be assigned based on availability to existing permit holders only.

1. Each slip can accommodate a maximum of two jet skis. Slip fees are:
 - a. 1 Jet Ski - \$1000 seasonally
 - b. 2 Jet Ski's _ \$1500 seasonally

Winter dockage for jet skis is not available.

2. Jet Ski docks are provided by the owner and must be secured utilizing the existing cleats provided on the dock. Adding cleats or other hardware without the approval of Marina Management is prohibited.

3. A jet ski and its dock may not exceed 12' in length and 7' in width. They cannot be docked in such a manner that causes the Jet Ski or its dock to encroach upon adjacent berths.

4. Each Jet Ski must be listed on the permanent vessel's insurance policy and a copy of the valid NJ registration and insurance must be on file in the Marina Office.

Signature: _____ **Date:** _____

Print Name: _____ **Slip Number:** _____