Boat Slip Bid Document

1.0 General Description

The New Jersey Meadowlands Commission will receive bids for the lease of various boat slips at its River Barge Park marina, located on the Hackensack River, at 260 Outwater Lane, in the Town of Carlstadt, New Jersey. A total of seventeen slips (numbers 1 through 17 as shown on the attached plan) are available for lease. The slips are suitable for docking a boat with a maximum length of 28 feet, including all appurtenances.

The estimated minimum depth at low tide for each slip varies as follows:

Category	Slip Numbers	Low Tide Depth
A	1 - 5	4’- 6’
B	6, 7, 8 & 10	2’- 4’
C	9, 11, 12, 13 & 14	1'
D	15 - 17	0'

NOTE: Slips 11 through 17 may have boats resting on the riverbed during periods of low tide. The estimated depths shown are at low tide and while deemed accurate, are not guaranteed.

Other amenities at the marina include a free boat ramp, a waste disposal station, and a yard hydrant. There is one water hose bib located near slip Number 2. None of the slips have electrical service.

Any prospective bidder wishing to visit the marina prior to placing a bid may make arrangements by contacting NJMC’s Angelo Urato at (201) 460-4680.

2.0 Lease Period

The lease shall be for a period of one year. Boats may not be launched prior to April 1 and must be removed from the marina no later than November 1.

Trailers may not be parked long-term at the marina. Trailer parking is reserved for boaters using the ramp for day trips.

3.0 License Agreement

See Attachment One.

4.0 Access To Marina

Operating hours: Lessees will have access to their boats 24 hours a day via a controlled access gate. The park will be open to the public from dawn to dusk, 7 days a week.

Security: Cameras will monitor the site 24 hours a day, 7 days a week. NJMC personnel will not be on site full time: staff will inspect the site daily and will be available by phone in case of an emergency. Contact person will be Angelo Urato at 201-460-4680.

5.0 Blackout Dates

The NJMC will be hosting River Barge Park Day on Saturday May 19th, 2012. The rain date for the event is Sunday May 20th. The event will bring approximately 300 visitors to the park for a day of river-related activities including fishing demonstrations and pontoon boat tours. Lessees will not be permitted to park at the site between 8am and 5pm on the day of the event, either Saturday or Sunday. Shuttle buses will bring visitors to the event from an offsite location: lessees may use the shuttle service to access their boats. Details about the shuttle will be available prior to the event.

6.0 Marina Operating Rules

See Attachment Two.

7.0 Submission of Bids

Bids will be accepted up to 9:00 AM on Saturday March 24, 2012. All bids must be properly and fully completed and signed.

Bidders may submit a bid on one, all or any slips they are interested in. Bidders should note the minimum lease prices indicated on the Bid Form. Any bids submitted that do not meet or exceed the minimum will be rejected.

Bidders need not attend the bid opening. However, it may be helpful to be present, in the event that a bidder is unsuccessful in securing their first choice of slip and then wishes to bid on the next category.

Bidders shall submit a lump sum security deposit for each bid submitted. For Category A slips, bid security shall be $250. For Category B, bid security shall be $180. For Categories C and D, bid security shall be $100. The deposit shall be included with the bid and can be a personal check made out to the New Jersey Meadowlands Commission. Bid security will be returned to all bidders, except the high bidder for each slip, within one week of the opening of the bids. The bid security of the high bidders will be returned after the high bidders have executed the lease.

8.0 Bid Opening Procedure

Bids will be collected for Category A: the top 5 bidders will be awarded leases.
The highest bidder will have the first choice of slip, with the remaining high bidders to follow in order. In the event of equal bids, the slips will be assigned, in number order, by a random drawing of the highest bidders' names.

Bids will next be collected for Category B: the top 5 bidders will be awarded leases. The highest bidder will have the first choice of slip, with the remaining high bidders to follow in order. As previously, in the event of equal bids, the slips will be assigned, in number order, by a random drawing of the highest bidders' names.

Bids will then be collected and open for categories C and D in turn and the same procedure will be used to assign the slips.

9.0 Payment

A minimum twenty percent down payment is required at the time the lease is signed.
Full payment for the year will be required before the lessee occupies the slip; or by May 31, 2012, whichever comes first.

10.0 Insurance

Each lessee is responsible for providing insurance coverage for all vessels and equipment, in accordance with the attached License Agreement. Copies of insurance certificates, with NJMC named as additionally insured, shall be provided prior to occupying the slip.

11.0 Liability

The New Jersey Meadowlands Commission assumes no responsibility or liability for use of the slip. Licensee shall indemnify the NJMC of any damages resulting from the use of the boat slip, in accordance with the License Agreement.

ATTACHMENT ONE
LICENSE AGREEMENT - MARINA AT RIVER BARGE PARK, CARLSTADT, NJ

BOAT SLIP #_____

THIS LICENSE AGREEEMENT made as of the _____ day of _____ 20____, between New Jersey Meadowlands Commission with an address of One DeKorte Park Plaza, Lyndhurst, NJ 07071 (hereinafter referred to as "Licensor") and _____, with an address of _____ (hereinafter referred to as "Licensee").

RECITALS:

WHEREAS, Licensor is the owner of the River Barge Park and Marina and surrounding waters located on Outwater Lane in Carlstadt, NJ (hereinafter being referred to as the "Marina");

WHEREAS, Licensee is the owner of a vessel, more particularly described on Exhibit A, and desires to lease a boat slip in the Marina from Licensor; and

WHEREAS, Licensor is willing to lease a boat slip to Licensee pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto for good and valuable consideration agree as follows:

1. Grant and Term of License. Licensor hereby grants to Licensee the exclusive right and privilege to use Boat Slip No. _____, located at Marina and more particularly described on Exhibit A attached hereto (hereinafter being referred to as the "Boat Slip"), commencing on April 1, 2012 and continuing until November 1, 2012, unless terminated earlier pursuant to the terms and conditions set forth herein. Licensor reserves the right, in its sole and unlimited discretion to transfer the License to another boat slip in lieu of the one set forth herein at any time and as often as necessary upon 7 days written notice to Licensee.
2. Consideration - For and in consideration of said License, Licensee shall pay to Licensor the sum of _____ Dollars ($_____) payable as follows: (i) a non-refundable deposit equal to twenty percent (20%) of the full consideration due upon the execution of the Agreement and (ii) the balance due when the vessel is first docked at the Boat Slip, or on May 31, 2012, whichever comes first.
3. Use – Licensee shall use the Boat Slip and Marina facilities in accordance with this License Agreement and the Rules and Regulations, as the same may be amended from time to time by Licensor in its sole discretion, which are attached hereto as Exhibit B and made a part of this License Agreement as if set forth at length herein.

4. Liability Insurance – Licensee must maintain liability insurance upon its vessel in the minimum amount of $300,000 and supply and insurance certificate to Licensor naming Licensor as an additional insured. Licensee shall provide insurance for oil spill and pollution and shall be held fully responsible for any spill and/or pollution caused by its vessel and/or actions.
5. Indemnification – Licensee shall indemnify, defend and hold harmless Licensor from any costs, expenses, damages and against all claims, demands, loss, damage liability lawsuits, causes of actions, including judgments and attorney's fees for damage to property or injury to third parties resulting or arising from Licensee's use of the Boat Slip and the Marina facilities.
6. No Assignment – Licensee shall not assign its rights under this License Agreement. Licensee is not permitted to sublet, substitute vessels, transfer vessels between Boat Slips or move an additional vessel into the Boat Slip without the specific written permission of the Licensor.
7. Termination – Any breach or failure on the part of Licensee to fulfill any part of this License Agreement and the Rules and Regulations shall give Licensor the privilege of canceling this License without prior notice to Licensee. If Licensor terminates this License Agreement, all prepaid consideration shall be forfeited by Licensee and shall not be refunded to Licensee. Licensee is required to immediately remove its vessel and/or equipment from the Boat Slip upon termination of the License Agreement. If Licensee fails to remove in a timely manner its vessel and/or equipment from the Boat Slip at the termination of this License Agreement, Licensor shall have the option of:
    a. Charging Licensee three times the daily consideration on a pro rata basis for the space occupied; or
    b. Taking possession of the vessel (to include removal of vessel from water) and/or equipment and locking it to the space provided; or
    c. Moving and/or hauling the vessel and/or equipment to another location; or
    d. Pursuing any other remedy available under law.
8. Attorney's Fees and Costs of Suit – In the event it becomes necessary for Licensor to retain the services of an attorney to enforce any provision of this License Agreement, then Licensee agrees to pay all attorney's fees and costs of suit.
9. Completeness – This License Agreement and the Rules and Regulations, as amended from time to time, embody the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This License Agreement may be amended or modified only in writing and signed by the parties hereto. However, the Rules and Regulations may be amended from time to time, in writing, by the Licensor, in its sole discretion. Any aforementioned amended Rules and

Regulations shall be sent by regular mail to Licensee at the address contain herein or other such address provided by Licensee.

a. Licensee shall be deemed to have accepted any such rule amendment unless Licensee provides notice of termination of this Agreement to Licensor within 30 days of receipt of such amendment.
b. Upon such termination, Licensee shall be reimbursed for the remaining Term of the License on a pro rata basis.

10. Risk of Loss – During the term of the License Agreement, Licensee shall be responsible for any and all loss or damage to Licensee's property, by fire or other casualty, ordinary wear and tear, or from any other cause or circumstance that may occur.
11. Non-liability of Licensor – It is expressly agreed and understood by and between the parties to this License Agreement that the Licensor shall not be liable for any damage or injury from any cause which may be sustained by the said Licensee or other person.
12. Keys – Licensee agrees to supply keys to its vessel and allow Licensor to move its vessel without notice to Licensee or permission from Licensee under the following circumstances:
    a. any emergency;
    b. repair to the Marina, docks and/or slips;
    c. in the event this Agreement is terminated for any reason including any breach of this Agreement by Owner.
13. Governing Laws - This License Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this License Agreement the date and year first above written.

NEW JERSEY MEADOWLANDS COMMISSION LICENSEE:_____

By _____ By _____

EXHIBIT A

VESSEL DESCRIPTION AND OWNER INFORMATION

Vessel Name	
LOA (length)	
Draft	
Beam	
Vessel Insurance Co.	
Vessel HIN # or Reg #	
Seasonal or Annual	
Rental Fee	

ATTACHMENT TWO

GENERAL RULES AND REGULATIONS - MARINA AT RIVER BARGE PARK, CARLSTADT, NJ

The following rules and regulations shall be obeyed by transient vessel owners in the River Barge Park and Marina (Marina) and the vessel owners that have a contract with the New Jersey Meadowlands Commission (NJMC). The rules and regulations shall be incorporated by reference into any vessel contract with the NJMC as set forth more fully therein. In the event these rules and regulations are not adhered to by the owner, the NJMC shall notify the owner of said breach. In the event that the owner does not remedy same within 7 days, this contract shall be deemed breached and the NJMC shall, at its option, seek damages or other remedies permitted at law or in equity including but not limited to removing the owner's vessel. Any violation of these rules and regulations or the contract may, at the sole discretion of the NJMC, result in revocation of contract privileges for the current term, forfeiture of any fees paid and may, at the sole discretion of NJMC, constitute grounds for non-renewal for subsequent seasons.

I. Conduct of Licensees

- Licensee and their guest(s) agree to conduct themselves in a manner that will not interfere with other vessel owners or the normal business operation of the Marina. Consideration must be given to others as to language, actions, noise.
- The owner of any vessel in the Marina shall be responsible for the behavior of its contractors and guests visiting the owner's vessel.
- Any act which in the opinion of the NJMC is deemed a nuisance shall be immediately rectified by the owner.
- No vessel moored within the marina shall be used as a place of residence. For the purpose of this regulation, any vessel used for an overnight accommodation in excess of two nights in any seven-day period shall be considered a residence.
- Laundry shall not be hung on vessels, docks or finger piers in the Marina.
- Nothing may be stored on the piers or fingers.
- Spray painting within the marina is strictly prohibited. Other painting/varnishing may be done only in a manner which precludes spillage upon marina waters or any and all public areas.
- Young children must be accompanied by adults and wear approved life preservers while on docks or near shorelines at all times.
- No running on docks.
- Pets must be in Licensee's control at all times. Dogs must be leashed and must be walked off premises. Licensee is responsible for cleaning up droppings.
- Swimming and crabbing from any portion of the Marina is prohibited.
- Fishing is not permitted on any pier except the Fishing Pier. Fish cleaning is permitted only on the owner's vessel or at the foot of the owner's vessel.

II. Rules Concerning Vessels

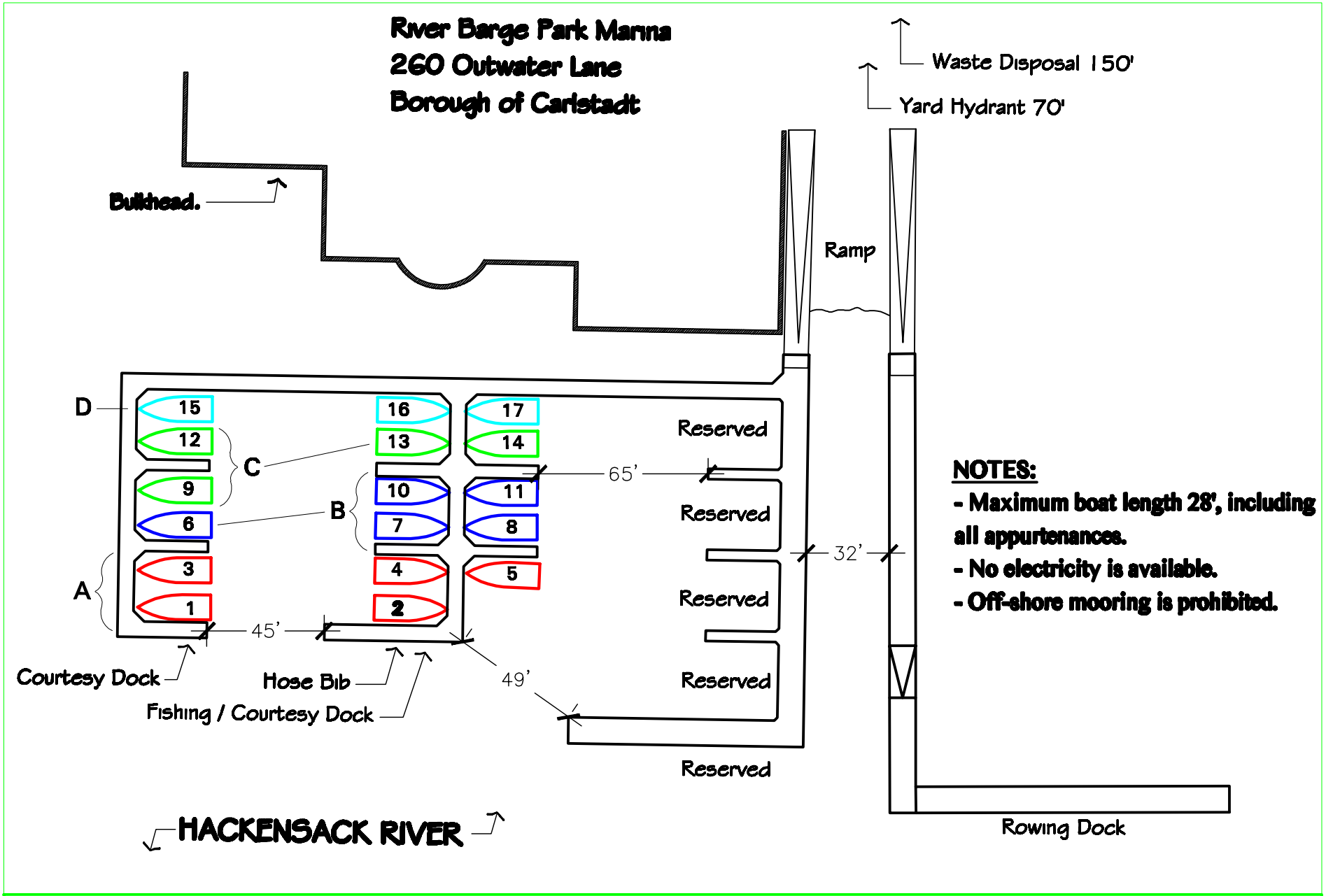
- The Licensee is obligated to supply its own mooring lines of proper size and condition to safely secure vessel. The minimum requirement is ½ inch dock lines for all vessels up to 28' in length. If Licensee's mooring lines do not meet the Licensor's specifications or fail for any reason, the Licensor reserves the right, but not the obligation, to replace inadequate lines at the Licensee's expense.
- All vessels must be properly moored and tied with adequate mooring lines so as to prevent damage to other vessels, docks or piling during the highest winds reasonably expected.

- The length of any vessel including any and all appurtenances thereon shall not exceed the length of its berth. Vessels shall be moored in such a manner that no part extends beyond the limit of the berth. Addition of equipment to a vessel causing it to exceed 28' is prohibited.
- Upon change of either registered or legal ownership of a vessel moored in the marina, the NJMC shall be advised of the change within 15 days of the date of sale/transfer, No vessel other than the one specified on the agreement for berth rental shall be moored in the assigned berth.
- Vessel coverings must be snug and properly tied down, and kept in a neat and clean manner. Off-shore mooring of vessels is prohibited within the jurisdiction of the NJMC based on the preservation of public health and safety and orderliness of the Marina and shoreline.
- Licensee agrees not to idle the vessel in gear while moored at the dock.
- Fresh water hoses shall be equipped with self-closing nozzles of hand grip type.
- Cooking devices other than original fixed equipment from the vessel manufacturer must not be used in the river area (on or off of vessel).
- The use of portable heaters is not permitted aboard any vessel. Only those fixed heaters originally installed on vessels as furnished from the vessel manufacturer are permitted.
- Signs on vessels moored in the Marina shall be limited to one non-illuminated, neatly lettered sign not exceeding 15 inches by 20 inches displayed at or near deck level. No signs shall be placed on piers, parking areas or storage area without consent of the NJMC.
- All vessels moored within the marina having sanitary facilities (toilet, sink, etc.) aboard shall have such facilities maintained so as to be in full compliance with all current "Marina Sanitation Device" regulations. Nothing whatsoever, liquid or solid, shall be discharged into the waters of the Marina. A boat waste wash out station is provided on site for the use of licensees. (self-service, 24 hours a day 7 days a week). Violation of this regulation will be cause for immediate termination of the Berthing Rental Agreement.
- Boarding steps may be used for access to a vessel providing they are no wider than one half of the width of the finger to which the vessel is moored, are well maintained, painted white or grey in color, of lightweight construction, and not used as a storage locker.
- Movement of vessels within the Marina shall be for the purpose of entering or leaving a berth. Cruising within the Marina, in any size vessel, is prohibited. When entering or leaving the Marina, vessels must be under power, not sail and shall obey Marina, State of New Jersey and Federal regulations. The maximum speed for entering and leaving the Marina is 5 mph.

III. General

- Nothing may be stored, constructed or mounted on the piers or fingers except as noted herein..
- No open flames in Marina.
- All materials for disposal or recycling shall be placed in the proper container.
- No garbage, oil, sludge, sewerage or refuse matter of any kind shall be thrown, disposed or permitted to fall from any vessel using the river.
- 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 in a dumpster.
- Routine vessel maintenance work within the marina shall be limited to that which is ordinarily required to keep a vessel in good condition. No major reconstruction work that normally would be done in a vessel repair facility or would tend to make a vessel unseaworthy or unsightly shall be undertaken in the Marina. Berth renters performing routine maintenance shall not obstruct piers and access to fingers with tools and equipment.
- Only non-toxic anti-freeze can be used on Marina Property.

- No outside contractors are permitted in the Marina without specific written permission of Licensor. If permission is granted, Licensee must execute an agreement warranting that the contractor and/or other personnel will carry and specified minimum amount of liability insurance as well as Worker's Compensation insurance, and will provide the Licensor with a Certificate of Insurance naming the Licensor as an additional insured prior to commencing any work. In addition, Licensee must indemnify and hold harmless Licensor from any and all claims that may arise from the work being performed by contractor.
- Whenever it is necessary to perform work onboard a vessel involving the use of welding or burning equipment, the NJMC shall be advised of the nature and extent of the work, the workers or company doing the job, and the date and time the work will be done. This notification shall be given prior to starting the work and whenever practicable at least one day before the work is to be performed.
- As per NJDEP regulations, cleaning of a vessel's bottom by a diver while the vessel is in the water is prohibited.
- Licensee acknowledges that Licensor makes no representation regarding the adequacy of water levels for ingress and egress. Licensor is not responsible for damages resulting, directly or indirectly from low water levels.
- In the event of severe storm, hurricane or act of God, Licensee is solely responsible for all emergency measures possible and Licensee agrees Licensor does not assume any responsibility for said protection and/or damage to the vessel, personal property or personal injury.
- Licensees are responsible for making Licensor aware of any special hauling instruction for its vessel.
- Any condition on or around a vessel declared a hazard in the judgment of the Licensor shall be removed to the satisfaction of Licensor within seven (7) days of notification of the hazard.
- Licensee shall provide Licensor with day and night telephone numbers and address at which Licensee can be reach in an emergency and to which mail shall be addressed.
- The Licensee hereby authorizes the Licensor to take such steps that in the exclusive opinion of the Licensor are necessary to protect any vessel while at the dock. In such instances, the Licensee agrees to pay the Licensor any labor and materials supplied plus an interest fee at the rate of 18% per annum or the maximum amount permitted by law until the labor and materials are paid in full. Nothing contained herein shall be construed to impose upon the Licensor any liability or duty otherwise not imposed by any other rules or terms of the License Agreement.
- The owner specifically agrees that it shall remove its vessel prior to the termination of its contract. In the event the owner should fail to remove its vessel, the owner hereby specifically grants to the NJMC, and its agents, the right to remove the vessel and place it in storage, subject to availability, at the owner's expense for the following season without any further action by the owner. Any and all expenses incurred by the NJMC as a result of the owner's failure to move its vessel shall constitute a valid lien upon the vessel and the NJMC may retain possession of the vessel until all accrued charges have been paid. The NJMC reserves the right to assess charges for any vessels remaining at berth after the termination of the contract.
- After vacating a vessel slip at the end of the season or during an extended cruise, the Licensee shall be responsible for the removal of all lines.
- Water service at the courtesy dock will be terminated on October 31 (subject to weather conditions).
- The boat ramp at the marina is open to the public as well as the licensees. There is no charge to launch a boat at the ramp.
- Licensor does not provide winter storage.
- All vessels shall have a valid boat registration if required by NJ law or regulation.

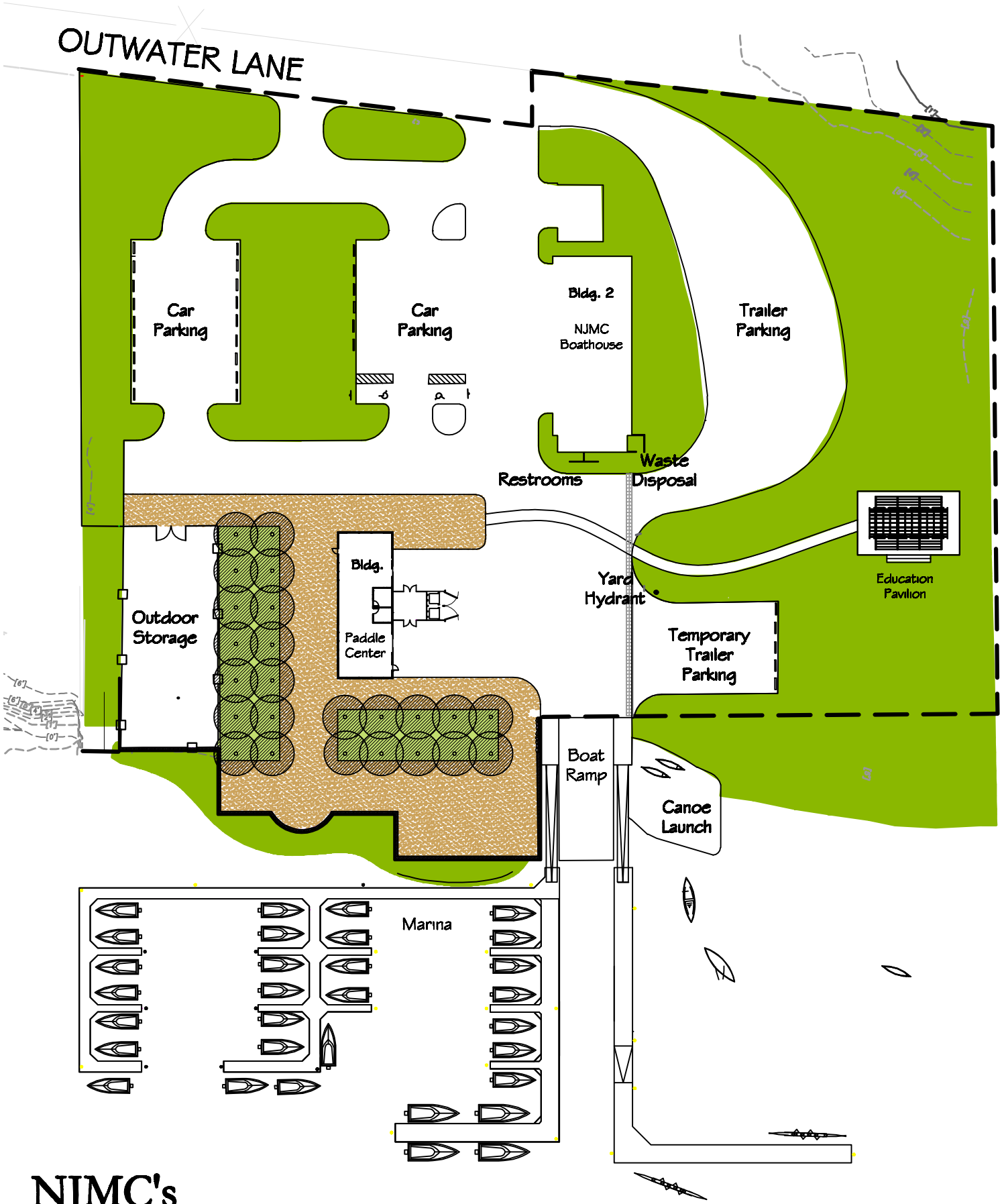


River Barge Park Marina - Dockage Plan, Carlstadt, NJ

Prepared by The New Jersey Meadowlands Commission

March 2012 LGCameron

Not to Scale



NJMC's RIVER BARGE PARK Carlstadt, NJ

Directions to River Barge Park
260 Outwater Lane, Carlstadt NJ 07072

Directions from NJMC
Rt 17 North to Rt. 3 East – stay in right lane.
Take the exit toward RT-120 N/E. RUTHERFORD/PLAZA DRIVE (You will be going over Rt 3)
Merge onto NJ-120 North toward ARENA
Take 503 North – (Rt 120 splits off)
Travel under overpass
Take sharp right onto Paterson Plank Road EAST Exit – see signs for Dragon Fly Restaurant
Travel to end of road
Make a left onto Outwater Lane
River Barge Park is at end of the Lane

From Route 17 South – North of NJMC from Hackensack
Exit at Paterson Plank Road/NJ-120 S/Sports Complex (at Landmark Banquet Hall).
Travel around the Landmark and proceed on Paterson Plank Road/Route 120 South.
Continue on Paterson Plank Road. Road forks - bear left (Paterson Plank Road. Rt. 120 bears right).
Cross over New Jersey Turnpike.
Continue to end of road.
Make a left onto Outwater Lane
River Barge Park is at end of the Lane.

From NJ Turnpike
Exit 16 W to Paterson Plank Road/Sports Complex, Route 120 North.
Take NJ-120 north toward ARENA
Take 503 North – (Rt 120 bears right)
Travel under overpass
Make first sharp right onto Paterson Plank Road East. (See signs for Dragon Fly Restaurant)
Travel to end of road.
Make a left onto Outwater Lane
River Barge Park at the end of the Lane

From Route 3 East or West
Follow signs for Route 120 North (Paterson Plank Road/Sports Complex)
Merge onto NJ-120 North toward ARENA
Take 503 North – (Rt 120 bear right)
Travel under overpass
Take sharp right onto Paterson Plank Road EAST Exit. (See signs for Dragon Fly Restaurant)
Travel to end of road
Make a left onto Outwater Lane
River Barge Park is at end of the Lane

From Route 80 or 46
Exit at Route 17 South. Follow directions from Route 17 South above.

BID FORM – CATEGORY A

Please write clearly. Enter bid amount in area provided: bid must meet or exceed the minimum listed for each category. Please indicate the number of slips desired in each category. Categories and slip numbers correspond to the dockage plan included in the bid documents.

Place this form and $250 bid security deposit for each slip desired in a sealed envelope. Personal checks are acceptable. Checks should be made out to the New Jersey Meadowlands Commission. Write the Category name on the outside of the envelope.

Bids will not be accepted after 9:00am on March 24, 2012.

CATEGORY A (Slips 1-5)

I wish to lease _____ slip(s) in this category.

My Bid for this category (minimum $2,500.00) is _____

_____
Date

_____
Name in Print

_____
Signature

_____
Street Address

_____
City, State, Zip

_____
Telephone

BID FORM – CATEGORY B

Please write clearly. Write bid amount in area provided: bid must meet or exceed the minimum listed for each category. Please indicated the number of slips desired in each category. Categories and slip numbers correspond to the dockage plan included in the bid documents.

Place this form and $180 bid security deposit for each slip desired in a sealed envelope. Personal checks are acceptable. Checks should be made out to the New Jersey Meadowlands Commission. Write the Category name on the outside of the envelope.

Bids will not be accepted after 9:00am on March 24, 2012.

CATEGORY B (Slips 6, 7, 8 and 10)

I wish to lease _____ slip(s) in this category.

My Bid for this category (minimum $1,800.00) is _____

_____
Date

_____
Name in Print

_____
Signature

_____
Street Address

_____
City, State, Zip

_____
Telephone

BID FORM – CATEGORY C

Please write clearly. Write bid amount in area provided: bid must meet or exceed the minimum listed for each category. Please indicated the number of slips desired in each category. Categories and slip numbers correspond to the dockage plan included in the bid documents.

Place this form and $100 bid security deposit for each slip desired in a sealed envelope. Personal checks are acceptable. Checks should be made out to the New Jersey Meadowlands Commission. Write the Category name on the outside of the envelope.

Bids will not be accepted after 9:00am on March 24, 2012.

CATEGORY C (Slips 9, 11, 12, 13 and 14)

I wish to lease _____ slip(s) in this category.

My Bid for this category (minimum $ 500.00) is _____

_____
Date

_____
Name in Print

_____
Signature

_____
Street Address

_____
City, State, Zip

_____
Telephone

BID FORM – CATEGORY D

Please write clearly. Write bid amount in area provided: bid must meet or exceed the minimum listed for each category. Please indicated the number of slips desired in each category. Categories and slip numbers correspond to the dockage plan included in the bid documents.

Place this form and $100 bid security deposit for each slip desired in a sealed envelope. Personal checks are acceptable. Checks should be made out to the New Jersey Meadowlands Commission. Write the Category name on the outside of the envelope.

Bids will not be accepted after 9:00am on March 24, 2012.

CATEGORY D (Slips 15-17)

I wish to lease _____ slip(s) in this category.

My Bid for this category (minimum $ 250) is _____

_____
Date

_____
Name in Print

_____
Signature

_____
Street Address

_____
City, State, Zip

_____
Telephone