

Bay St. Louis Harbor
 100 Jody Compretta Dr
 Bay St. Louis, MS 39520
 228-467-4226 Office
 228-216-1644 Harbor Cell
 bslharbormaster@yahoo.com

Slip # _____
 Record # _____
 Date _____

SLIP LEASE AGREEMENT

This is a LEASE AGREEMENT between the City of Bay St. Louis, Mississippi, represented by the Harbor Master, and herein called Lessor, and the undersigned boat owner/lessee, herein called Lessee.

Boat Owner or Owners

Spouse _____
 Lessee, if different _____
 Boat captain or other responsible party _____
 Address or addresses _____
 Billing address, if different _____
 Home phone or phones _____
 Emergency phone number _____
 Work phone or phones _____
 Cell phone or phones _____
 Employer _____
 Proof of residency (driver's license - copied for file) _____
 Boat name _____

 Type of vessel Power **D** Sail **D**

Registration # and State _____
 US Coast Guard Doc Reg # _____
 Vessel make/year _____
 LOA (tip-tip) Beam Draft _____
 Long Term Lease _____
 Lease term beginning Ending _____
 Rate per month \$ x LOA' Plus 7% Sales Tax = \$ _____
 Plus \$ Utility & Clean Marina Fee (1-30) (2-30) (1-50) (2-50) = \$ Per Month
 Deposit Amount paid _____
 Transient Vessels _____
 Lease term beginning Ending _____
 Transient fee \$ x LOA' x (#of Days) + 7% Sales Tax = \$ _____
 Automobile(s):
 Make year Color _____
 License Plate # and State _____
 Make year Color _____
 License Plate # and State _____

Lessee's Initials

AS A CONDITION PRECEDENT to the placement of any vessel in the harbor, the Lessee shall provide the Lessor with proof of ownership and a current home state registration for the vessel or a copy of the US Coast Guard Vessel Documentation Certificate. In addition, a copy of an active insurance policy for the vessel shall be provided when the initial agreement is enacted. Lessee shall also provide Lessor a copy of insurance renewals at expiration of current policy. The Lessor's initials certifying proof of ownership, current registration or vessel documentation certificate, and active insurance shall be affixed to the original Lease Agreement below:

Lessor's and Lessee's Initials

1. BERTHING AND FEES: The Lessee shall pay to the Lessor and/or its duly appointed representative for the use of the above described slip together with a utility and clean marina fee and all sales and use taxes payable on such rent as required and provided herein and a limited license to use the adjacent areas herein provided as follows, to wit:

Slip rents in the harbor are based on the physically measured length of the vessel from the furthest point forward to the furthest point aft INCLUDING bow sprits, anchor pulpits, anchor gear, swim platforms, dingys, and dingy davits or the length of the slip which ever is greater.

The harbor uses ONLY the above definition of LOA. It is important to note that the harbor's definition of LOA may - and often does - differ from the LOA identified on USCG documentation, vessel registrations, bills of sale, insurance documents, or broker running letters.

- a. Mississippi Residents (Pier 1): Rent to be calculated at the rate of \$6.25 per linear foot of the above described vessel or per linear foot of the slip length, whichever is greater plus 7% sales tax.
 - b. Out-of-State Residents (Pier 1): Rent to be calculated at the rate of \$7.25 per linear foot of the above described vessel or per linear foot of the slip length, whichever is greater plus 7% sales tax.
 - c. Mississippi Residents (Pier 2, 3, & 4): Rent to be calculated at the rate of \$4.10 per linear foot of the above described vessel or per linear foot of the slip length, whichever is greater plus 7% sales tax.
 - d. Out-of-State Residents (Pier 2, 3, & 4): Rent to be calculated at the rate of \$4.50 per linear foot of the above described vessel or per linear foot of the slip length, whichever is greater plus 7% sales tax.
- a. Utility and Clean Marina Fee: Lessee shall pay the sum of \$ _____ per month, Minimum Utility and Clean Marina Fee: \$33.00 per month, which includes access to shore power up to 30 amps, greater than 30 amps service, the Utility and Clean Marina Fee will be \$1.10 per amp per month i.e. 50 amp service/\$55 per month
- a. Transient Rate: Lessees who rent a slip on a daily basis shall pay the sum of \$1.25 per linear foot of the above described vessel or per linear foot of the slip length, whichever is greater plus 7% sales tax. Space and slip availability is at the sole discretion of the Harbor Master.
 - b. Day Pier will have a 4 hour grace period for temporary visitation after which the normal overnight transient rate will apply
 - c. Deposit: A deposit equal to one month's rent for long-term slip rental or equal to the estimated length of stay for a short-term stay shall be paid upon reserving a slip.
 - d. The harbor master will assign slips as appropriate for vessel LOA and beam.

The monthly lease rate for the above described vessel based on the information provided by the Lessee shall be payable in advance on or before the first day of each and every month hereafter. The first month rent shall be pro rated. In the event that the Lessee elects to pay his month-to-month lease rate annually, the Lessee shall receive a ten percent (10%) discount for said annual rate, payment to be non-refundable. The above described payments (i.e. daily, monthly or annual) shall be payable in advance at the Harbormaster's office.

2. NON -PAYMENT OR LATE PAYMENT: A charge of ten percent (10%) of the monthly rent shall be added to any bill for monthly rent and fees not paid on or before the 25th of the month for which same is due and payable. In the event that the rent and other charges are not paid on or before the date such charges become due and payable, the Lessee shall lose his/her deposit and shall be subject to having his/her vessel seized and sold according to the lien imposed by general maritime law and/or Section 85-7-9, Mississippi Code of 1972, annotated and amended, et. Seq. Further, Lessee is hereby advised pursuant to the above reference State Statute that "such lien shall be paramount to all other debts due and owing by such water craft or the owner thereof or other lien thereon, except as provided by

Lessee's Initials

section 85-7-7, Mississippi Code of 1972, annotated and amended." Further, and by mutual agreement Lessee shall be responsible for and pay a reasonable attorney's fee deemed to be at least \$400.00 or 25% of the total sum due and owing, whichever shall be greater, if found to be in violation of any provision hereof and said matter is turned over to an attorney. Further, Lessee agrees that in the event that Lessee becomes delinquent in the payment of any sums owed the Lessor, that Lessor and/or duly appointed Harbor Master may use any reasonable method available including, but not limited to, chaining the vessel to the dock, removing the vessel to a secure storage facility, or blocking the vessel in its berth, to impose its lien against the vessel itself. That Lessee specifically agrees and understands that some damage may occur to the vessel, and the Lessee agrees that the Lessor shall not be responsible for such consequential damage.

3. USES: Lessee shall not use nor permit the described premises, or any portion thereof, to be used for:

a. The conduct of any offensive, noisy, or dangerous activity or public nuisance, or against any law, or

b. In any manner which would infringe on the rights of other tenants of the Lessor, or

a. In any manner contrary to the rules and regulations of the Lessor, a current copy of which has been provided to the Lessee and which may be amended from time to time without prior notice to Lessee. Lessee shall be provided a copy of the amended rules and regulations as soon as any amendments are adopted. Lessee agrees to abide by all rules, regulations, and directions of the US Coast Guard, Mississippi Department of Marine Resources, Mississippi State Health Department, Mississippi Department of Environmental Quality, US Environmental Protection Agency, and all other federal and state agencies, departments, or political subdivisions thereof.

4. INDEMNIFICATION OF LESSOR: Lessee covenants to exercise due care in the occupation of the leased berthing slip and to vacate the same in good condition, reasonable wear and tear excepted. Lessee shall indemnify and hold harmless the Lessor and all its agents, employees, members, and the city of Bay St. Louis, Mississippi, against all claims, actions, proceedings, damages, and liabilities, including attorney's fees, costs, and other expenses arising from or connected with Lessee's possession and use of the aforesaid berthing space and common areas, including, but not limited to those caused by or resulting from vandalism, theft, fire, weather, tides or wave action. Lessee does further agree to be responsible for and pay any and all damages to other craft and property caused by the above described vessel, Lessee, guest, or agent.

5. ALTERATIONS OR IMPROVEMENTS: Lessee shall make no alterations or improvements to the property of the Lessor without expressed written consent of the Lessor. Any and all improvements approved by the Lessor and attached to Lessor's facility become the property of the Lessor.

6. LIMITATIONS ON LESSOR LIABILITY: Lessee acknowledges that he/she has inspected the berthing slip identified herein and has satisfied himself that the berthing space is adequate for the safe berthing of the Lessee's vessel. The Lessor assumes no responsibility for tending mooring lines or moving vessels from the berths assigned. Further, Lessee agrees to indemnify and hold Lessor harmless from damages to vessel and/or injuries to Lessee, guests, invitees, or all others regarding occupancy of the berthing space and use of common areas not the result of direct negligence of the Lessor.

7. CANCELLATION OF SLIP LEASE AGREEMENT: Lessee agrees to give written notice of his or her intent to vacate; failure to do so will result in Lessee being responsible for payment of all monthly rent and fees on said slip until such time as written notice is given the Lessor. The removal of Lessee's vessel from the slip shall not constitute notice to the Lessor of the Lessee's intent to vacate, nor does it relieve the Lessee from obligation to pay according to the terms hereof.

8. LIABILITY INSURANCE: Lessee agrees to provide liability insurance on their vessel in the amount of \$300,000.00. Lessee shall name the City of Bay St. Louis, Mississippi, as an additional insured on said policy and shall provide written proof of such insurance (i.e. such as declarations page) prior to placing Lessee's vessel in the harbor under the initial Slip Lease Agreement and by January 1st of each year or at renewal periods which occur at other times thereafter and upon the request of any official of the Lessor. Said proof of insurance shall provide proof of liability limits and the name of the insured therein.

9. CHANGES IN CIRCUMSTANCES: Lessee agrees to promptly notify and provide the Lessor with documentation of any and all changes to the agreement including, but not limited to, any change in ownership, liens, co-owners, or vessels. Failure to do so constitutes grounds for immediate cancellation of this agreement. Approval of changes is required by the Lessor.

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10. LESSOR'S RIGHT TO USE SLIP: Lessee agrees to notify Lessor of the intention to vacate slip for any period in excess of three (3) days, and Lessee agrees that Lessor may make said slip available for transient or other use of the slip in Lessee's absence without charge or credit. Lessee agrees to notify Lessor prior to 24 hours of the return of the vessel so that Lessor can make alternate plans for any vessel using the said slip in the absence of Lessee.

11. REMOVAL OF VESSEL BY LESSEE: If at any time Lessee is in any way concerned about the safety of his/her vessel, he/she should immediately remove said vessel from the harbor. Furthermore, in the event of imminent danger from hurricanes, tropical storms, or other natural disasters and/or notification by Emergency Management officials, the Lessee agrees to immediately remove said vessel from the harbor. Failure to remove said vessel will result in possible liability of the Lessee to other boat owners and the City of Bay St. Louis or property owners that may result in damage caused by Lessee's vessel.

12. EMERGENCY REMOVAL OF VESSEL: Lessee agrees that Lessor may remove the vessel from the slip at the sole expense of the Lessee in the event that said vessel becomes a nuisance, becomes unseaworthy, or has not been moved in the case of dangerous weather conditions such as hurricanes. Should the Lessee's vessel become waterlogged or sink, it is the responsibility of the Lessee of such vessel to have it raised immediately. Lessor is not responsible for raising of any vessel which has sunk, and the Lessee shall be charged with the responsibility, financial or otherwise, for its raising, as well as Federal fines and costs for pollution control and clean-up. If after ten (10) days, prior notice (certified mail, return receipt) the vessel has not been raised, the Lessor reserves the right to undertake the raising and any expenses or costs involved shall be charged to the Lessee. Expense includes but is not limited to removal and storage cost of said vessel. Lessee further agrees to hold harmless all parties involved in the removal and storage of the vessel in the event of its emergency removal and from any damages, pollution fines, or clean-up costs which may occur as a result of the raising of said vessel.

13. ALTERATION OF AGREEMENT: This Slip Lease Agreement shall constitute the whole agreement of the parties and cannot be altered except in writing and signed appropriately by the parties.

14. SUBLEASE: Lessee may not sublease or allow the use by others of the slip specified in this agreement.

15. VIOLATIONS OF THE PROVISIONS OF THE LEASE, RULES, AND/OR REGULATIONS: Lessee agrees to remain continuously informed of and to abide by all present and future rules and regulations established for the operation of the Harbor. Copies of all present and future rules and regulations shall be secured by the Lessee at the Harbor Master's office. Violations by Lessee of any provision of the lease, except for failure to pay rent, or any rule or regulation established for the Harbor shall constitute a default hereunder. Lessor shall give Lessee notice in writing, setting forth the nature of the breach committed by the Lessee, after which Lessee shall have ten (10) days from the date of said notice to remedy the breach set forth in said notice, except failure to pay money when due. Upon Lessee's failure to remedy such breach in a timely manner, Lessor may, at its option:

- a. Elect to terminate this Lease reserving until the Lessor all rights against Lessee for breach of said contract, and collect or retain any sum due or paid hereunder until such time as a new Lease for the slip demised hereby or terms equal to those set forth herein is effective or
- b. Elect not to terminate this Lease and collect or retain any sum due hereunder. The parties hereto expressly agree that the Lessor will suffer damage as a result of Lessee's breach of contract and that Lessor therefore is entitled to any administrative fee in the amount of rental owed.

In the event the breach is timely remedied, Lessee hereby consents and agrees to pay Lessor an administrative fee equal to 10% of the monthly rental. Failure to pay said fee on or before the date provided for curing said default shall constitute an additional default and Lessor shall have the option of cancelling this lease without further notice or formality. Nothing herein shall in any way operate as an extension of any of the terms of this Lease nor constitute a waiver of any Lessor rights.

16. CLEAN MARINA PRACTICES: Lessee shall comply with the guidelines in the Mississippi Clean Marina Program in order to protect the harbor resources from contamination and pollution as follows:

- Sewage Handling:
 - * No raw sewage may be discharged into the waters of the harbor or surrounding waters. Pump out stations are provided in the harbor for use with Marine Sanitation Devices (MSD).
 - * Y-valves must be locked and will be inspected periodically to ensure that no sewage can be discharged and appropriate chemicals are in use.
 - * Clean, functioning restrooms are available 24 hours a day. •

Fuel Control:

- o Vessel owner will be responsible for pumping fuel into vessel.

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- Solid Waste:
 - * Solid waste must be disposed of in the covered trash receptacles.
 - * A fish cleaning station and waste receptacle is provided for Lessee's use.
 - * Cleaning of fish on docks and floats is not permitted, unless fish wastes are contained (such as with a pan or plastic drop cloth) and disposed in the fish cleaning station.
 - * Rinse water drainage from fish cleaning areas must be free of solids.
- Vessel Cleaning and Repair:
 - * Contractors hired to do any work on boats located in the harbor must register with the Harbormaster and provide a hold harmless release.
 - * Take proper precautions against spills, and use environmentally friendly materials. The following minor maintenance and cleaning activities may be conducted on board vessels while in the harbor:
 - * Routine engine tune-ups, oil changes, and other minor servicing and repair.
 - * Routine care and cleaning of rigging and fittings, interior surfaces, and "bright work" providing these activities do not produce a wastewater.
 - * Painting/varnishing interior surfaces and "bright work."
 - * Routine sanitary pump-outs and maintenance of sanitary wastewater facilities.
 - * Bilge pump repair.
 - * Major repairs are forbidden in the harbor. All other maintenance activities must be conducted with the vessel out of the water at a proper repair facility specifically designed for the purpose and not in the Bay St. Louis harbor. Such activities include hull scraping, sandblasting, or painting the hull exterior or drive units, cleaning the hull exterior with cleaning agents other than fresh water or natural seawater, and any other activities involving the potential risk of an uncontained discharge of oil, chemicals, nutrients, or other contaminants into the water.
 - * Minimize the use of soap and detergents within the Harbor. Use only phosphate-free and biodegradable cleaning products such as Simple Green and comparable products. The use of detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye is prohibited.
 - * Liquid wastes (including but not limited to solvents, detergents, and rinse water) cannot be discharged onto the ground, allowed to enter storm drains, or disposed of in dumpsters or trash cans. Contaminated bilge water cannot enter the water.
 - * Reuse or recycle waste oil in the containers provided in the harbor labeled as "Waste Oil Only."

18. The Harbormaster has the authority to interpret and enforce these regulations, and all persons and vessels entering the Bay St. Louis Harbor shall be subject to his directions.

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BY SIGNING THIS AGREEMENT, LESSEE HERIN CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS ALL OF ITS TERMS AND CONDITIONS. THE ABOVE PARTIES HEREBY ACCEPT THE ABOVE, AND HEREUNTO SET THEIR SIGNATURES, ON THE SIGNED DATE.

SO EXECUTED, this the _____ day of _____, 20____

LESSEE

LESSOR'S REPRESENTATIVE

WITNESS

WITNESS

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