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Slip # \_\_\_\_\_

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(s) \_\_\_\_\_

Lessee, if different \_\_\_\_\_

Boat Captain or other responsible party \_\_\_\_\_

Address \_\_\_\_\_

Billing Address, if different \_\_\_\_\_

Primary Phone Number \_\_\_\_\_ Mobile Number \_\_\_\_\_

Emergency Contact and Number \_\_\_\_\_

Email (**required**) \_\_\_\_\_

Term Of Lease: 3 Month \_\_\_\_\_ 6 Month \_\_\_\_\_ 12 Month \_\_\_\_\_ \*\*See Attached Fee Schedule For Rate

Total Amount for Lease: \$ \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_

Boat Name \_\_\_\_\_

USCG or State Registration Number \_\_\_\_\_

Type of Vessel \_\_\_\_\_ Power \_\_\_\_\_ Sail \_\_\_\_\_

Vessel Make and Model \_\_\_\_\_ Year \_\_\_\_\_

LOA (Total Length) \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

Shore Power Amp Service: 30 \_\_\_\_\_ (2)30 \_\_\_\_\_ 50 \_\_\_\_\_ (2)50 \_\_\_\_\_ 100 \_\_\_\_\_

AS A CONDITION OF PRECEDENT to the placement of any vessel in the harbor, the Lessee shall provide the Lessor with proof of ownership and 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, and a copy of current state issued drivers license for proof of residency.

1. BERTHING, FEES and PARKING: The Lessee shall pay to the Lessor and/or it's duly appointed representative for the use of the described slip together with a utility and a 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 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 whichever is greater. The harbor uses ONLY the above definition of LOA. It is important to note that the harbor's definition of LOA may differ and often does, from the LOA identified on USCG documentation, vessel registration, bills of sale, insurance documentation, or broker running letter.

***\*For per foot rate fees, see attached Fee Schedule Addendum***

***\*Slip fees may change annually and Lessee will be notified 30 days in advance***

**\*Early Termination of Lease Agreement: If Lessee terminates the Lease Agreement before the designated term, Lessee will be responsible for the remaining balance in full. The proper notification to vacate the slip (30 days) does not satisfy the length of term designated within the agreement unless it is the last month of the term of the agreement. The Lessor reserves the right to pursue payment of this outstanding balance owed by any collection method it deems necessary.**

**\*Auto-renewal/Lease Termination: It is the responsibility of the Lessee to notify Lessor by written or Email notification 30 days prior to the end of the lease term of the Lessor's intent to vacate the assigned slip and cancel the Lease Agreement or the term will auto-renew at the same term and rate. Lessor may also choose another term with the corresponding rate at this time.**

**\*If the Lessee sells the vessel occupying the slip and provides a copy of the bill of sale, the lease agreement will be terminated with no additional fees due. The party purchasing the vessel may be given the opportunity to lease the slip but must do so under a new lease agreement.**

**\*The Harbor Master will assign slips as appropriate for vessel LOA and beam.**

The monthly slip rate for the above-described vessel based on the information provided by the Lessee shall be payable **in advance** on or before the 5<sup>th</sup> day of each month hereafter. The first month's rent shall be prorated if necessary. The above-described payments (i.e. daily, monthly or annual) shall be payable in advance at the Harbor Master's office or by any other method deemed appropriate by the Lessor. If payment is made using a credit card, a 3% convenience fee will be applied.

Parking is provided for slip lessees within the designated area on the south end of the harbor parking lot. A parking permit will be issued and shall be displayed and remain visible at all times for Harbor Staff to see. If you happen to misplace this permit, a replacement will be provided at a cost of \$25.00. Parking in this area is on a first come first serve basis and there is no guarantee of a parking space upon your arrival. The Harbor nor the

Lessor assumes any responsibility for your vehicles safe keeping or its contents. **Oversized vehicles and trailers are prohibited at all times!**

2. **NON-PAYMENT OR LATE PAYMENT:** A charge of ten percent (10%) on the monthly balance shall be added to any bill for monthly rent and fees not paid on or before the 15<sup>th</sup> of the month for which same is due and payable. If the past due balance is not paid in full before 60 days delinquent, the Lessee shall be subject to having his/her vessel seized and sold according to the lien imposed by general maritime law and/or *Miss. Code Ann. 85-7-9 (2021)*, et. esq. Further, Lessee is hereby advised pursuant to the above referenced State Statute that "such lien shall be paramount to all other debts due and owing by such watercraft or the owner thereof or other lien thereon, except as provided by section 85-7-7, Mississippi Code of 1972, annotated amended." Further, and by mutual agreement Lessee shall be responsible for attorney's fees 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 if 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 birth, to impose its lien against the vessel itself. The 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 uses nor permit the described premises, or any portion thereof, to be used for:
  - a. The conduct of any offensive, noisy, or dangerous or public nuisance, or against any local, state and federal, or
  - b. In any manner which would infringe on the rights of other tenants of the Lessor, or
  - c. 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 the 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, MS Department of Marine Resources, MS Health Department, MS Department of Environmental Quality, US Environmental Protection Agency, and all other State and Federal 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 Lessor, 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 Harbor property, to include docks, to other craft and property caused by the above-described vessel, Lessee, guest, agent and Attorney's fees.
5. **ALTERATIONS OR IMPROVEMENTS:** Lessee shall make no alterations or improvements to the property of the Lessor without expressed written consent of the Lessor. Acceptable improvements are dock boxes and handrails/steps to assist in access to the vessel. Any improvements must receive the permission of the Harbor Master before installation. Any 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 is satisfied that 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 injury 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. **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 Lease Agreement and by January 1<sup>st</sup> of each year or at renewal periods which occur at other time thereafter and upon the request of any official of the Lessor. Said proof of insurance shall provide proof of liability limits and name of the insured therein. Should any damage result to harbor property from the Lessee's vessel due to failure to evacuate the vessel from the harbor upon mandatory evacuation notice or by operation of the vessel under any circumstance is the sole responsibility of the vessel owner and/or its insurance carrier.
8. **LESSOR'S RIGHT TO USE SLIP:** Lessee agrees to notify Lessor of the intention to temporarily vacate the slip for any period in excess of five (5) days, and Lessee agrees that the Lessor may make said slip available for transient or other use of 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.
9. **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 any natural disasters and/or notification by Emergency Management officials or Bay St. Louis Harbor officials, the Lessee agrees to immediately remove said vessel from the harbor. Failure to remove said vessel will result in liability to other boat owners and the Lessor or property owners should damage (to include but not limited to docks, to other craft and property caused by the above-described vessel, Lessee, guest, agent and Attorney's fees) be caused by Lessee's vessel. **Lessor must remove his/her vessel upon any mandatory evacuation issued by the Lessor.**
10. **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 safety concern, 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 and sink, it is the responsibility of the Lessee of such vessel to have it raised immediately. Lessor is not responsible for the raising of any vessel which has sunk, and 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 charges to the Lessee. Expense includes, but is not limited to, removal and said storage costs 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 of the raising of said vessel.
11. **ALTERATIONS OF AGREEMENT:** The Slip Lease Agreement shall constitute the whole agreement of the parties and cannot be altered except in writing and signed appropriately by the parties.
12. **SUBLEASE:** Lessee may not sublease or allow the use by others of the slip specified in this agreement. Boats for Hire (Charter) must provide copies of City of Bay St. Louis Occupation License and proper insurance documentation.
13. **LIVING QUARTERS:** The use of your vessel as a live aboard is prohibited within the Harbor basin. Vessels may not be used as short-term or long-term rentals. Any listings of vessels on short-term rental platforms shall be grounds for termination of the Slip Lease Agreement.
14. **VIOLATIONS OF THE PROVISIONS OF THE LEASE, RULES, AND/OR REGULATIONS:** Lessee agrees to remain continuously informed of and abide by all present and future rules and regulations established for the operation of the harbor. A copy of these Rules and Regulations is attached to this Lease Agreement and is to be kept by you and you may download a copy direct from the Harbor's website. Violations by the 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 unto 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.

**15. 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:

- a. Sewage Handling – No raw sewage may be discharged into the waters of the harbor or surrounding waters. Pump out stations are provided at the harbor fuel dock for use with Marine Sanitation Devices. Y-Valves must be locked and will be inspected periodically to ensure that sewage cannot be discharged, and appropriate chemicals are in use.
- b. Fuel Control – Vessel owner will be responsible for pumping fuel into the vessel.
- c. Solid Wastes – Solid wastes must be disposed of in the covered trash receptacles. A fish cleaning station and receptacle has been provided for Lessee's use. Cleaning of fish on docks is not permitted, unless fish wastes are contained and disposed of in the dumpster within the parking lot.
- d. Vessel cleaning and repair – Contractors hired to do any work on boats located in the harbor must register with the Harbor Master's office and provide a hold harmless release. Lessees and contractors must take proper precautions against spills and use environmentally friendly materials. The following minor maintenance and cleaning may be conducted on board vessels while in the harbor considering they do not produce any wastewater released within the harbor:
  - i. Routine engine tune-ups, oil changes, and other minor servicing and repair.
  - ii. Routine care and cleaning
  - iii. Painting and varnishing of interior surfaces
  - iv. Routine sanitary pump-outs and maintenance of sanitary wastewater facilities
  - v. Bilge pump repairs
- e. Major repairs are forbidden within the harbor. All other maintenance must be conducted with the vessel out of the water at a proper facility designed for the purpose and not in the Bay St. Louis Harbor. Such activities include hull scraping, sandblasting, or painting the hull or exterior drive units, cleaning the hull with cleaning agents other than freshwater or seawater, and any other activities involving the potential risk of an uncontained discharge of contaminants into the water.
- f. Minimize the use of soap and detergents within the harbor. Use only phosphate free cleaning products such as Simple Green and comparable products. The use of ammonia, sodium hypochlorite, chlorinated solvents, detergents, petroleum distillates or lye is prohibited.
- g. Liquid wastes cannot be discharged or dumped onto the ground, enter storm drains or disposed of in dumpsters or trash cans. Contaminated bilge water must not enter the water.
- h. Reuse or recycle waste oil in the containers provided in the harbor labeled as "Waste Oil Only".

**16.** The Harbor Master 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/her directions.

**17. It is expressly agreed that this Slip Agreement and all terms and conditions hereof, whether expressed or implied, shall be governed by and construed in accordance with the laws of the State of Mississippi. Lessee and Lessor further agree that should any dispute over the interpretations, application, or enforcement of this Lease Agreement not be amicably resolved, and/or if in the event Lessee should undertake any judicial action against Lessor to enforce any rights under this Lease Agreement whether expressed or implied such dispute**

shall be resolved in the appropriate state court located in the County of Hancock, State of Mississippi, or if the law so requires this matter be brought in Federal Court, then in the appropriate Federal Court of Mississippi nearest Hancock County, Mississippi, and the Lessee expressly waives any rights it may not or hereafter may have to complain of such designation of venue.

BY SIGNING THIS AGREEMENT, LESSEE HEREIN CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS ALL OF ITS TERMS AND CONDITIONS. THE ABOVE PARTIES HEREBY ACCEPT THE ABOVE, AND HEREUNTO SET HIS/HER SIGNATURE, ON THE ASSIGNED DATE.

SO EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

LESSEE \_\_\_\_\_

LESSOR'S REPRESENTATIVE \_\_\_\_\_

\_\_\_\_\_(Initial) I have received a copy of the Rules and Regulations and the Severe Weather and Hurricane Plan.

## REQUIREMENT FOR PLACEMENT OF A BOAT IN THE BAY ST. LOUIS HARBOR

All boat owners must provide the Bay St. Louis Harbor with proof of ownership and a current home state registration for the boat or a copy of the US Coast Guard Documentation Certificate. Also, a current copy of active insurance coverage which lists the Bay St. Louis Harbor as an additional insured. These documents must be kept up to date and filed with the Harbor Clerk. You cannot take possession of the assigned slip until these documents are provided.

## NOTICE OF MANDATORY EVACUATION REQUIREMENT

When the Bay St. Louis Harbor issues a mandatory evacuation of all boats, you are required to remove your boat from the harbor. It is incumbent for you to have an evacuation plan in place and maintain your vessel so that it is in condition to make way once evacuations are given. *BSL Harbor will use your mobile phone number to send text message alerts to you regarding evacuations and safe-to-return notices.*

Sean Hales, Harbor Master

Duane Caughlin, Deputy Harbor Master

Julia Draper, Harbor Clerk

Signature of Lessee\_\_\_\_\_

Date\_\_\_\_\_

**You have the option to have your monthly slip fee auto-drafted from your designated bank account. If you would like to choose this option, please fill in the needed information below. Once we enter your information it will promptly be destroyed.**

**Request for payment will be transmitted to your bank on the 5th of each month.  
Returned NSF requests will incur a \$25.00 fee.**

**Name on the account:**\_\_\_\_\_

**Bank Name:**\_\_\_\_\_

**Routing Number:**\_\_\_\_\_

**Account Number:**\_\_\_\_\_

**Checking or Saving:**\_\_\_\_\_

**Signature:**\_\_\_\_\_



## **SLIP RATES AND UTILITY FEES**

<b>MS RESIDENTS</b>	<b>OUT OF STATE RESIDENTS</b>
<p style="text-align: center;"><u><b>ANNUAL LEASE</b></u></p> <p style="text-align: center;">DOCK 1 - \$7.00/FOOT DOCKS 2-5 - \$4.75/FOOT</p> <p style="text-align: center;"><u><b>6 MONTH LEASE</b></u></p> <p style="text-align: center;">DOCK 1 - \$7.50/FOOT DOCKS 2-5 - \$5.25/FOOT</p> <p style="text-align: center;"><u><b>3 MONTH LEASE</b></u></p> <p style="text-align: center;">DOCK 1 - \$8.00/FOOT DOCKS 2-5 - \$5.75/FOOT</p>	<p style="text-align: center;"><u><b>ANNUAL LEASE</b></u></p> <p style="text-align: center;">DOCK 1 - \$8.05/FOOT DOCKS 2-5 - \$5.25/FOOT</p> <p style="text-align: center;"><u><b>6 MONTH LEASE</b></u></p> <p style="text-align: center;">DOCK 1 - \$8.55/FOOT DOCKS 2-5 - \$5.75/FOOT</p> <p style="text-align: center;"><u><b>3 MONTH LEASE</b></u></p> <p style="text-align: center;">DOCK 1 - \$9.05/FOOT DOCKS 2-5 - \$6.25/FOOT</p>

### **UTILITY RATES**

**30 AMP Service - \$43.50/month**

**50 AMP Service - \$67.50/month**

**\*\* (2) 30's Or (2) 50's – double the rate above**

**\$15.00 Environmental Fee will be charged monthly for the purpose of potable water, pump-out service and garbage disposal.**

**\*\* Slip fee + utility + MS Sales Tax = monthly rate**

**\*\* 3% processing fee on all credit card payments**

## **Rules, Policies and Regulations**

The City of Bay St. Louis provides this Harbor facility for the comfort, convenience, enjoyment and peaceful rest and relaxation of it's Harbor tenants and general public and for the safe berthing of vessels. For the safety sake and standardization of Harbor usage, all Lease Holders, their crew and their guests are required to understand and abide by the following Rules and Regulations.

**\*\*Video monitoring is in use within the Harbor at all times. These cameras are provided for the security of Harbor Staff, Harbor Guests, General Public and property.**

1. All boats must be registered (State or Federal Documentation) upon docking within the Harbor.
2. All boats must receive assignment to a specific slip by Harbor Staff before docking.
3. All boat captains or operators will adhere to instructions given to them by the Harbor Master or Harbor Staff at all times.
4. Proper sized dock lines must be used for the length and size of the boat being docked in the given slip. These lines must be routinely inspected for their worthiness to avoid breakage.
5. All shore power cords, adapters and connections must be in proper working condition, safely secured to the power pedestals and at no time shall be drooping into the water. They must also be clear from any walkway and finger docks.
6. All water hoses should be in proper working condition, securely fastened to the connection as to not waste water and kept clear of any walkways.
7. Dock boxes may be permitted upon the inspection and approval of Harbor Staff and must be not impede the walkways.
8. No alterations or improvements can be made to any slip without the approval of the Harbor Master. Any such alterations become property of the Harbor once the slip agreement has been terminated. Certain exceptions may apply at the discretion of the Harbor Master.
9. Slips shall not be subleased at any time. Owners will not permit boats owned by others to occupy the slip without the approval and knowledge of the Harbor Master. In the event the vessel is sold, the slip does not automatically transfer to the new owner. The transfer of the slip may be offered to the new owner by the Harbor Master if the availability is possible and a new Lease Agreement must be completed.
10. If a new vessel is acquired at any time to replace a current vessel, a copy of all documentation must be provided as stated in your Lease Agreement and above.
11. Bay St. Louis Harbor does not allow owners to live on boats docked in the harbor. Boats may not be used as short-term or long-term rentals.
12. In the event of an emergency or a situation that may cause damage to docks or other vessels, Harbor Staff may board your vessel for the purpose of securing the situation. Harbor Staff will try attempt to provide notification to the vessel owner, but it may also be done with no prior notice or permission.
13. All docks, walkways, finger docks, sidewalks and deck areas must be kept free of stored or excess material at all times. These items must be kept on your vessel or in your approved dock box.
14. No motorized vehicles are allowed on any dock, seawall or walkway at any time. This also includes bicycles, skateboards, scooters, etc. Exceptions may be made for permitted ADA designated transportation.
15. There is no fishing or crabbing within the Harbor basin at any time. Fishing is permitted along the northern side and the end of Rutherford Fishing Pier. Please adhere to the rules that are posted at the

entrance of the fishing pier. A cleaning table is provided at the entrance of the fishing pier and you shall not dump any remains within the Harbor basin.

16. Grilling of any kind is not allowed on any dock, walkway or deck. If your vessel is outfitted with a small gas grill that is secured to the vessel and is UL approved for marine use, you may use this upon your vessel and only on your vessel. You must have the appropriate fire suppression/extinguisher readily available for use if needed.

17. The discharge of raw sewage and any other contaminants is strictly prohibited. All sewage systems and holding tanks must meet federal and state regulations.

18. All docks are to be kept clear of trash. There are trash receptacles placed on all docks, walkways and decks.

19. Pets are permitted but must be on a leash or carried to and from the vessel. They are to be under your control at all times. **IT IS YOUR RESPONSIBILITY TO CLEAN UP AFTER THEM!**

20. No swimming is allowed within the Harbor basin. Ladders are present at various locations **ONLY** for the purpose of emergencies or in the event that someone should fall in the water on accident.

21. All paid contractors working on vessels within the Harbor must be licensed, properly insured and alert the Harbor Staff before commencing work on the vessel.

22. Boat owners, crew, family and guests are cautioned to be considerate of others. Behavior, conduct, noise, or other activities that injure another party, cause damage to property, or disturb the peaceful rest and relaxation of other Harbor guests may lead to termination of the lease agreement.

23. Common areas are located throughout the Harbor for your use. Be considerate of others using these areas and clean up any debris or trash that belongs to you. These areas may be used for certain organized activities with the permission and approval of the Harbor Master.

24. Golf cart parking and charging stations are provided under the access ramp and are on a first come first serve basis. Carts must be maintained in proper working condition and no time a visual nuisance. The Harbor does not accept any responsibility for these carts or property left in common areas nor on your vessel.

25. Dock carts are provided for your convenience. Please be considerate of others and return these back to the base of Tower #1 so that others may use them. Do not leave them out on the docks.

## **SEVERE WEATHER AND HURRICANE PLAN**

### **OUR EXPECTATION**

Because severe weather may occur at any time, Harbor guests must ensure their vessel is always prepared to handle the potential onslaught of high winds, high and low tides, heavy rains or all at once. It is also imperative that you are positive that your vessel can make way and be underway at any time. Your boat must be maintained to a level that it is capable of evacuating the Harbor if necessary!

### **STAY INFORMED**

In the event of an approaching storm, you are reminded to monitor all weather services and make prudent decisions regarding the evacuation of your vessel from the Harbor. Harbor Staff will be communicating with you frequently via email, text messages and phone calls. Please be diligent in the monitoring of our communications for updates and important information. We will post these on our website and Facebook pages as well. Harbor Staff will be extremely busy completing preparations and will not have time to answer all phone calls during this time.

### **PLAN AHEAD**

As you well know, your vessel is being docked in a very active tropical weather zone. You must have a plan in place for the eventual reality of an approaching storm and a backup plan in the event you can not personally attend to your vessel. Harbor Staff will not have the time or responsibility to assist or manage the safety of any single vessel. Given the opportunity, we will do what we can to assist but you can not rely on us as your plan. If you need assistance with your planning, we are happy to help in the way of recommendations and provide you with contact information for those that can assist.

### **MANDATORY EVACUATION**

**Anytime a tropical weather event is forecasted to raise the water level above 4 feet, or based upon the advice of local authorities, it is most likely that a mandatory evacuation of the Harbor will be issued. It is the City's expectation that you will take immediate action to remove your vessel once this evacuation has been ordered and we will make no exception to this rule.**

**Be aware, because of its location on the Gulf, the BSL Harbor is NOT to be considered safe harbor for your vessel during a tropical event!  
You take sole responsibility for any damage that your vessel does to our docks, surrounding facilities and other's property in the event you fail to remove your vessel.**

### **FUEL**

Our fuel dock will be shut down and dispensers removed 24 hours before a storm's landfall. You are reminded to keep your fuel levels sufficient during this time of year so you can move your vessel out the Harbor and to a safer location.

### **RESTRICTED ACCESS**

Once all preparations have been completed the Harbor will be closed to all traffic. Barricades will be placed at all access points including the road entrance at Beach Blvd. Traffic will not be allowed entrance until a damage assessment has been completed and it has been deemed safe for the public to enter. **For the safety of the public, NO exceptions to this policy will be made.**

## **CHECKLIST OF ITEMS NEEDED FOR COMPLETION OF LEASE AGREEMENT**

- ☐ Make sure all information requested is complete
- ☐ Please provide legible address, email address and phone numbers
- ☐ Sign or initial all pages where required
- ☐ Copy of USCG documentation or current state registration
- ☐ Copy of insurance declarations page/\$300,000 liability/listing BSL Harbor as “also insured”
- ☐ Copy of current driver’s license

**❖ You may lease the slip but your boat can not be docked until these steps have been completed and documents are on file**