

CITY OF PASS CHRISTIAN HARBOR
CONTRACT FOR BOAT SLIP LEASE

CUSTOMER NUMBER: _____

COMMERCIAL: _____ **PLEASURE:** _____ **DATE:** _____

OWNER INFORMATION: _____ **SLIP:** _____

NAME: _____ **DATE OF BIRTH:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

HOME PHONE# _____ **CELL PHONE #** _____

DRIVERS LICENSE # _____ **STATE:** _____ **SS#** _____

*****PHOTO ID AND BOAT REGISTRATION OR DOCUMENTATION REQUIRED*****

EMERGENCY CONTACT NAME: _____

ADDRESS: _____ **PHONE #:** _____

VESSELL INFORMATION:

NAME OF VESSEL: _____ **DISPLAYED:** _____

MAKE: _____ **WOOD** _____ **STEEL** _____ **FIBER** _____ **ALUMINIUM** _____

LENGTH: _____ **WIDTH:** _____ **DRAFT:** _____

REGISTRATION #: _____ **STATE:** _____ **DISPLAYED:** _____

DOCUMENTATION #: _____ **DISPLAYED:** _____

SENIOR RATES APPLY TO THOSE OVER 65 YEARS OF AGE, ARE YOU ELIGIBLE FOR A SENIOR RATE?

WOULD YOU LIKE YOUR INVOICE/STATEMENTS E-MAILED TO YOU? _____

IF YES PLEASE SUBMIT E-MAIL ADDRESS HERE: _____

MONTHLY RENTAL FEES:

_____ **FEET AT \$** _____ **PER FOOT, \$** _____ **7% SALES TAX, AND**

\$30.00 UTILITIY FEE FOR A TOTAL OF \$ _____ **PER MONTH.**

CALCULATED BY LENGTH OF SLIP OR LENGTH OF BOAT WHICHEVER IS GREATER

The contract for slip rental made as of the _____ day of _____, 2016

Between the City of Pass Christian, Mississippi, represented by Willie Davis, Harbor Master, hereinafter called Lessor or City, and _____ hereinafter called Lessee or Slip Lessee.

WITNESSETH: That for and in consideration of the covenants and agreements herein after provided to and to be performed by the respective parties hereto, and the payment of rental to be paid by the Lessee in accordance the provisions of this Lease, Lessor has leased and by these presents does lease unto the Lessee the above numbered boat slip in the Pass Christian Harbor, subject to the following terms and conditions:

I. This lease will be for a month-to-month term, unless terminated sooner according to the provisions of this Contract. The lease will be automatically continued for each month hereafter unless Lessee shall provided written notice to the Lessor on or before the 15th day of the month for the monthly term following the date of the notice. If the Lessee fails to provide written notice in a timely manner as required herein the Lessee agrees that he or she will be responsible for such monthly payments until timely notice is provided as provided herein.

II. Lessee hereby covenants to pay Lessor a monthly rental of \$_____ which rental is due and payable in advance on the 1ST day of the month. Lessee understands that a ten (10) percent discount will be applied if paid semi-annually, or annually.

Rental payments not received by the 10th day of the month in which due shall be considered delinquent, and a \$20.00 late fee applied in accordance with Article XI hereof.

III. Lessee's rights under this agreement shall not be subleased not transferred to any other person. In the event of sale of the vessel, Lessee shall have the right to request the Harbor Master for temporary arrangements inconsistent with this provision, with the understanding that the vessel must be removed from the Pass Christian Harbor by the last day of the month in which the vessel is sold. If this provision is violated, Lessee shall be liable for the next month's rental amount plus \$1.00 per foot of berthing space per day.

IV. Lessee agrees that Lessor, its agents and employees shall not be liable for any damage, loss, destruction, theft, or deterioration of or to any boat, or any article or thing attached hereto or left thereon, or the contents thereof, from any cause whatsoever. Lessee accepts the property in its present condition and assumes all vices and defects of the rented premises, and the Lessee agrees to indemnify and hold harmless Lessor, its officials, agents and employees, from any and all liability or loss or damage or expense incurred by reason of any such occupancy, use, destruction, condition or deterioration as aforesaid, whether disputed or well grounded in law or fact, including reasonable attorneys fees and costs, as well as from any such personal injuries sustained by the Lessee or his or her invitees.

V. The parties hereto take cognizance of the fact that the Harbor communicates with the Mississippi Sound and that storms and high tides are to be anticipated. It is understood that Lessor owes Lessee no obligation for any damages due to such occurrences. Lessee agrees by signing this agreement that when a mandatory evacuation order is given, failure to remove said vessel from Pass Harbor will result in immediate and permanent cancellation of slip lease, and forfeits any prepayment credits on account.

VI. Owner(s) and/or operators of a vessel which damages a slip, pier, catwalk, or other vessel while entering or leaving a slip, maneuvering within the Harbor area, or causes damage due to inclement weather shall be liable for the cost of repair and/or replacement. The Harbor Master shall have a lien on any such vessel, its equipment and appurtenances, in the event of aforesaid damages established by Lessee's signing this agreement.

VII. Lessee shall keep the premises clean and free of rubbish, carts, dollies, and in a sanitary condition. Lessor shall provide containers/receptacles for garbage, refuse, waste, or used oil and such shall not be dumped into the Harbor. The failure to maintain the premises in a clean and sanitary condition and the dumping of garbage, refuse, waste, or oil/fuel into the Harbor shall constitute a violation of this Lease and give Lessor grounds for immediate cancellation thereof.

1. All vessels with inboard or inboard/outboard engines will have Bilge Kleen Systems or similar devices installed and inspected by Harbor Personnel to remain in Pass Christian Harbor. If this petroleum filtration system is not installed within fifteen (15) days of the signing of this Agreement, this Lease will be cancelled and any payments and/or credits forfeited.

VIII. If any vessel should sink or become waterlogged, it shall be the responsibility of the owner of such vessel to have it raised immediately. The Harbor Management is not responsible for the raising of any vessel which has sunk, and the owner shall be charged with the responsibility, financial and/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 the vessel has not been raised, the Harbor Master reserves the right to undertake the raising of the vessel and any expenses or costs involved shall be charged to the owner and become a lien on the vessel. Lessee agrees to hold Lessor harmless from and indemnify Lessor for any damages, pollution fines, or clean-up costs which may occur as a result of the raising of said vessel.

1. If Harbor Personnel have to place a pump on Lessee's vessel for any reason, a \$100.00 fee will be assessed on the following month's statement for each occurrence.

IX. A conviction of any party arising from the use of Leased property in violation of any law or the City's Harbor Ordinance shall give the Lessor the right to cancel this Agreement.

X. Failure to pay slip rent when due shall, without demand or putting into default, terminate and cancel this Lease.

XI. It is particularly agreed and understood that, should Lessee fail to comply with any of the provisions or conditions of this Lease, except failure to pay rent, or violate any Rule or Regulation established for the Harbor, the Harbor Master shall give Lessee notice in writing, setting forth the nature of the breach committed by Lessee, after which Lessee shall have ten (10) days from the date of said notice to remedy the breach set forth in the notice. Upon Lessee's failure to remedy such breach in a timely manner, the City may, at its option:

1. Elect to terminate this Lease reserving unto the City 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
2. 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 plus an additional sum of One Hundred Dollars (\$100.00).

In the event the breach is timely remedied, Lessee hereby consents and agrees to pay Lessor an administration 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 canceling 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 of Lessor's rights.

XII. No agreement modifying, altering or abrogating in any manner the expressed terms and conditions of this Lease shall have effect, unless made in writing and signed by all parties hereby and attached as a addendum to this Lease.

XIII. Lessee agrees to pay reasonable attorney's fees, and other reasonable costs, in the event that it becomes necessary for Lessor to employ an attorney to enforce compliance with, or remedy relating to any covenants, obligations, or conditions imposed on Lessee by this Lease. Lessee specifically waives the right to receive a Notice to Vacate and understands and agrees that upon termination of this Lease and of Lessee's right of occupancy, for any reason, Lessor may immediately institute eviction proceedings.

XIV. Lessee agrees to keep himself/herself 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 Lessee at the Harbor Master's office. Violation by Lessee of any rule or regulation established for the Harbor shall constitute a default hereunder, and the City may, upon such a violation, pursue the remedies provided for in Paragraph XI as stated above.

XV. Should this Lease be terminated or cancelled for any reason, Lessee shall remove the vessel within twenty-four (24) hours and, failing to do so, Lessee hereby agrees that Lessor may impose a daily rental equivalent to \$1.00 per foot of berthing space per day, and, further, the Lessor shall have the right, without further notice or formality, to impound, and pursuant to the

remedies provided for in Paragraph XI above, auction the Lessee's vessel for an amount not to exceed the total due on the account. This is to insure the payment of rental, daily rental incurred, and other costs incurred.

XVI. All notices, requests, or demands or any other communications hereunder shall be in writing and may be served personally on Lessee, or shall be mailed to Lessee via ordinary U.S. Mail, addressed to Lessee at the following address:

at the following address: _____

XVII. In addition to any hold harmless previously provided for hereinabove, Lessee does hereby agree to indemnify and hold Lessor, its officials, agents, and employees harmless from any liability or responsibility from any and all claims and causes of action for injury, damage or otherwise, of and by any person, firm or corporation occurring on or to the area leased, including damage of Lessee's property and any vessel occupying said slip, resulting from or arising out of any defect, condition, or use of property not part of the leased premises.

XIII. No Lessee shall place, or cause to be placed, a permanent anchor or "deadman" in the Harbor for purposes of mooring, nor make any alterations to the slip, without specific permission and instructions by the Harbor Master.

XIX. The Lessee shall have his/her vessel properly registered and the number shall be properly affixed to the vessel. If the vessel is documented by the U.S. Coast Guard, the name and/or number must be properly displayed. A copy of the registration or documentation must be on file with the Harbor Master. Any Lessee whose vessel is not properly registered/documentated shall be in violation of the Lease and shall be subject to cancellation of this Lease in accordance with Paragraph XI of this Lease.

XX. Lessee hereby agrees to act in a prudent fashion to separate hazardous from non-hazardous wastes as defined by the United States Environmental Protection Agency. Lessee agrees to ensure that no oil, fuel, or gasoline is pumped, spilled, or washed into the Harbor, and that his/her vessel is in compliance with the current Marine Pollution Control Act or other applicable laws. Separate containers shall be provided at suitable locations by Lessor for disposal of these wastes. Failure to comply with this provision shall constitute a violation of this Lease and shall be subject to cancellation of this Lease in accordance with Paragraph XI of this Lease, and may render Lessee liable for damages, clean-up costs, fines and/or imprisonment as provided by law.

XXI. It is specifically agreed that this Lease covers the right to tie said vessel at Pass Christian Harbor, but does not grant the lessee the right to any specific slip. The Harbor Master shall designate which slip is to be used by Lessee, and the Harbor Master may change the slip to be used at his discretion.

XXII. In the event the Lessee's vessel vacates the slip or berth for a period of time exceeding three (3) days, Lessee agrees and covenants to notify Lessor through the Harbor Master prior to such vacancy. In such an event, the Lessor reserves the right to use and charge rent for said slip or berth during the vacancy without compensation to Lessee or remission of rent, even if the visiting craft is referred by Lessee.

XXIII. It is understood that if the Lessee sells his/her vessel and/or vacates his/her slip, Lessee will forfeit slip lease rights after a 30 day period.

XXIV. Requests to cancel this contract must be received by the Harbor Master in writing no later than the fifteenth day of the month prior to the next monthly billing period.

XXV. It is understood and agreed that Lessee's Lease will not be renewed if Lessee does not acquire another vessel suitable for said slip, with the Harbor Master's approval within (30) days of the date of sale. Lessee may apply to the Harbor Master for a waiver of the aforesaid use requirement, who may then grant all or part of said request as he may determine at his discretion to be in the best interest of the City.

XXVI. If any one or more of the provisions contained in this Lease, or added thereto, shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, but it shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract of Lease and Agreement, in duplicated original, at Pass Christian Harbor, Pass Christian, Mississippi, on this the

_____ day of _____ 2016 .

Lessee acknowledges they have read and fully understand this Contract and receipt of a copy of the Harbor Rules and Regulations.

LESSEE

LESSOR

THE CITY OF PASS CHRISTIAN

LESSEE'S SIGNATURE

HARBOR MASTER / DESIGNEE

DATE

DATE

SLIP CANCELLATION POLICY ACKNOWLEDGEMENT

I UNDERSTAND THAT ALL SLIP CANCELLATIONS MUST BE IN WRITING AND BE MAILED, FAXED OR BROUGHT TO THE HARBOR OFFICE NO LATER THAN THE FIFTEENTH (15TH) DAY OF THE MONTH PRIOR TO THE NEXT MONTHLY BILLING PERIOD. **NO EXCEPTIONS!** Initial: _____

*******PASS CHRISTIAN HARBOR MAKES IT MANDATORY FOR ALL BOATS TO EVACUATE THE HARBOR WITHIN 72 HOURS OF A HURRICANE ENTERING THE GULF OF MEXICO.*******

If you run you're A/C more than 14 days or nights you will be charged an additional \$100.00 for utilities.

If you stay overnight on your vessel for more than 14 nights you will be charged an additional \$200.00 for utilities

KEY ISSUE

KEY # _____

Keys must be returned to the Harbor Office upon cancellation of slip. The cost for a replacement key is \$5.00. You may **NOT** duplicate the key. If you lose a key, you must come to the Harbor Master's Office to purchase another one.

PARKING DECAL

Two decals may be issued. The cost for a replacement decal is \$5.00. You must return old decal in order to receive a new one. If you do **NOT** have the decal displayed while parking in designated boat owner permit parking, you may receive a citation and your vehicle may be towed.

Please sign stating that you have read and understand the information listed on this page.

Lessee's Signature