

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: _____

MAIN 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? _____

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

MONTHLY RENTAL FEES:

_____ FEET AT \$ _____ PER FOOT, \$1.00 PER FOOT UTILITIY FEE W/

A \$30.00 MINIMUM \$ _____; \$ _____ 7% SALES TAX, AND FOR A TOTAL

OF \$ _____ PER MONTH.

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

IF YES PLEASE SUBMIT E-MAIL ADDRESS HERE: _____

ONCE ENROLLED IN THE ELECTRONIC E-BILL PROGRAM, YOU ARE RESPONSIBLE FOR ENSURING RECEIPT OF THE E-MAIL. THE CITY OF PASS CHRISTIAN HARBOR WILL EMAIL YOUR STATEMENT TO THE ADDRESS YOU PROVIDE, AND IF YOU FAIL TO RECEIVE IT, YOU ARE STILL RESPONSIBLE FOR ALL CHARGES ON THE ACCOUNT BY THE DUE DATE. IF PAYMENT IS RECEIVED AFTER THE DUE DATE, PENALTIES WILL APPLY.

The contract for slip rental made as of the _____ day of _____, 2020

Between the City of Pass Christian, Mississippi, represented by 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 provide 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 10TH 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 20th 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 consistent 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 attorney's 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 or Email, addressed to Lessee 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.

XVIII. 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. Lessee agrees that it is their responsibility to dispose of hazardous materials that is in compliance with the current regulations. 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.

XXVII. Misdemeanors or unlawful acts within the harbor confines. Any person violating any of the following rules, regulations, and provisions shall be guilty of a misdemeanor and upon conviction thereof by the municipal or city court shall be subject to a fine not to exceed \$500.00 or imprisonment of not more than ninety (90) days, or both, and in case of continuing violations without reasonable effort on the part of the Defendant to correct same, each day the violation continues shall be considered separate offense.

XXVIII. Failure or Neglect to Remove Vessel upon Harbormaster's Order of Evacuation. Upon a storm threat and a Declaration of a State of Emergency adopted by the governing authorities of the City, no owner or lessee holding a valid lease for a berth, slip, mooring or docking space within the City's Smallcraft Harbor shall fail or neglect to abide by any duly issued Mandatory Order of Evacuation issued by the Harbormaster or the City's Emergency Management Director to remove their vessel or boat from the City's Harbor. All owners and lessees of any vessel or boat in any slip in the City's Harbor are required to maintain their vessel or boat in an operable condition at all times and make arrangements in advance of any Mandatory Evacuation Order for temporary berthing outside of the City's Harbor. Any vessel owner or lessee who fails to abide by any such Order of Evacuation assumes any and all liability and responsibility for any damage or injury to public or private property caused or contributed by their vessel or boat remaining in the City's Harbor during such storm event. By failing or neglecting to remove their vessel or boat in the City's Harbor after any Mandatory Evacuation Order any owner or lessee of any vessel or boat understands and grants to the Harbormaster or his designee the authority to relocate such vessel or boat to any other location within the City's Harbor that the Harbormaster deems necessary in his sole discretion for the protection of public or private property in the City's Harbor. By such actions, the owner or lessee of such vessel or boat understands and agrees that the City, its Harbormaster, employees and agents, acting in the course and scope of their employment shall not be responsible for any damages of any kind whatsoever for relocating such vessel or boat under these circumstances.

XXIX. If it is determined that the vessel is occupied overnight for more than fourteen (14) nights during a calendar month, occupancy overnight for seven (7) consecutive nights or more without a four (4) day period elapsing before the next overnight stay, or your vessel is being used as a residence as determined by the Harbor Master, you will be charged an additional \$5.00 per foot of vessel length for live aboard fee with a \$200.00 minimum. The lessee is responsible to notify the Harbor Masters Office if the vessel will be occupied as a live aboard vessel, for more than fourteen (14) nights per calendar month, or seven (7) or more consecutive days.

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 _____ 2020.

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

You are responsible for ensuring receipt of your monthly invoice/statement. The City of Pass Christian Harbor will send your invoice/statement to the address/e-mail you provide, and if you fail to receive it, you are still responsible for all charges on the account by the due date. If payment is received after the due date, penalties will apply.

Please note that all slip rentals are due on the tenth of every month and a \$20.00 late fee will be applied if not received in our office by the 20th of the same month it is due.

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 last day of the month prior to the next monthly billing period. **NO EXCEPTIONS!** IF YOUR BOAT IS HERE AFTER THE CANCELLATION DATE, YOU WILL BE BILLED FOR THE ENTIRE FOLLOWING MONTH. Initial: _____

Pass Christian Harbor makes it **MANDATORY** for all boats to evacuate if the Harbor Master deems it is necessary and if you do not evacuate during a mandatory evacuation, your contract will be automatically terminated and you will be trespassing.

I UNDERSTAND THAT I MUST HAVE AN EVACUATION PLAN IN PLACE FOR MANDATORY EVACUATIONS. Initial: _____

I understand the live aboard policy and, if I run an A/C more than 14 days or nights during a calendar month I will be charged an additional \$100.00 for utilities.

(Circle One) **I am not a live aboard / I am a live aboard** Initial: _____

KEY ISSUE

KEY # _____ and _____

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