

## **CITY OF GULFPORT MUNICIPAL MARINA RULES AND REGULATIONS**

The City of Gulfport provides these Marina facilities for your comfort and convenience. For the safety and enjoyment of the marina, it is required that all Boat Owners, their Crew and Guests abide by the following Rules and Regulations.

1. All boats must be registered upon arrival and receive assignment to a berth or slip.
2. Boat Owners must provide a current federal documentation or state registration for all boats berthed in the Marina and be listed as a legal owner.
3. Boat Owners may not sublease or permit boats owned by others in their slip.
4. Living aboard any boat or vessel is prohibited.
5. Boats berthed in the Marina must be seaworthy and capable of moving under their own power.
6. Boats berthed in the Marina must be kept in a safe, clean and attractive condition.
7. The Marina reserves the right to use any berth during the temporary absence of a boat.
8. Water must not be wasted and Boat Owners shall furnish a hose which has a positive shut-off at the discharge end.
9. Dock boxes are furnished by the Marina and Boat Owners are not permitted to install their own. Items to be stored in dock boxes are subject to approval by the City. All dock areas must be kept clear of stored materials.
10. Boat Owners must use marine grade shore power cords for electrical service connections at Marina utility centers. Both water hoses and power cords should not run across dock areas.
11. No charcoal fires are permitted on boats or dock areas. Liquid or gas vapor fueled units are permitted only if properly secured to the vessel and are UL approved. A2AIOBC rated fire extinguisher with a current inspection tag should be located in proximity to the cooking unit. No units of any type are permitted to be set up on dock areas due to pedestrian traffic. Adequate ventilation should be provided whenever other than electric powered units are used in an enclosed space.
12. The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is prohibited. All permanently installed sewage systems must meet current federal and state regulations, or must be locked off while the vessel is docked. Boat Owners must place all trash and garbage in the commercial containers.
13. Repair and maintenance of dock facilities and equipment will be accomplished by the Marina personnel only. Alterations to dock facilities must be approved by the Marina.

14. The extent of boat repairs and maintenance at dockside is at the discretion of the Marina. Repair projects should be authorized by the Marina prior to starting the work and major repairs are not permitted.
15. Boats must receive fuel from the fuel service dock. No fuel will be pumped/transferred to boats while in slip, or from the boats to containers on dock areas.
16. Boats shall conform to all federal and state regulations concerning boat safety devices and equipment.
17. Notices or signs are not permitted to be displayed on dock areas, buildings or grounds without Marina approval.
18. Birds will not be fed from boats or dock areas.
19. Fishing and netting are prohibited from dock areas. Use of harpoons or spears is prohibited within the Marina.
20. Recreational swimming is prohibited in the waters of the Marina. Small boats or dinghies must be stored on main vessel or in designated storage areas, and are not permitted to be stored or operated under dock areas.
21. Pets are permitted only if they do not disturb others. Pets are not permitted in offices or restrooms and must be under control while on dock areas.
22. Boat Owners will be issued Marina operating keys upon payment of the current deposit amount. Keys must be returned upon termination of lease or Boat Owner will forfeit deposit. All gates and doors must be closed and locked at all times.
23. Boat Owners are required to maintain mooring lines in good condition at all times, and double lines during Hurricane Season from June 1 to November 30 each year. The Marina assumes no responsibility for improperly moored boats. All boats shall be tied in slips with lines of sufficient size and condition with a minimum of two (2) Bow, two (2) Stern, and one (1) Spring lines. BOAT OWNERS shall be charged for replacing defective or broken lines by the Harbormaster if this is required.
24. The Marina's Liability Insurance Policy requires all contractors working on boats at these facilities to be licensed and properly insured. Boat Owners are not permitted to provide access to private contractors that do not meet these requirements.

Boat Owners, their Crew and Guests are cautioned to be considerate of others. Behavior or conduct that might injure another party, cause damage to property or disturb the other tenants may lead to termination of this Agreement.

**GULFPORT MUNICIPAL MARINA  
TRANSIENT BOAT DOCKAGE AGREEMENT**

This Transient Boat Dockage Agreement ("Agreement") is made between the CITY OF GULFPORT, as the lessor ("CITY"), and the Boat Owner named below as the lessee ("BOAT OWNER"):

Name of Boat Owner: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Boat Type: Sail (  ) Cruiser (  ) Power: Inboard (  ) Outboard (  ) Inboard-Outboard (  )

Draft: \_\_\_\_\_ Beam: \_\_\_\_\_ Hull Color: \_\_\_\_\_ Boat Name: \_\_\_\_\_

Overall boat length: \_\_\_\_\_

(includes any bow or stern pulpits, boomkins, bowsprits, dinghies, davits or outboard motors)

Florida or Other Registration No.: \_\_\_\_\_

(Boat Owner must verify current federal documentation or state registration, and must be listed as the owner on such papers.)

Make: \_\_\_\_\_ Year: \_\_\_\_\_ (the "BOAT")

Captain's Name (if different from owner): \_\_\_\_\_

CITY and BOAT OWNER hereby enter into this Transient Boat Dockage Agreement which incorporates and includes the attached City of Gulfport Municipal Marina Rules and Regulations as a part hereof, and CITY, as lessor, agrees to lease to BOAT OWNER, as lessee, a space ("Boat Slip") in the City of Gulfport Municipal Marina ("Marina"), pursuant to the following terms and conditions.

**1. BOAT SLIP:**

CITY hereby leases to BOAT OWNER the following designated Boat Slip located in the Marina, and allows BOAT OWNER to occupy said Boat Slip for the sole purpose of docking the above-described boat for the duration of this lease, as set forth in paragraph 2 below, and pursuant to the terms contained in this Agreement:

Boat Slip No \_\_\_\_\_

BOAT OWNER shall not cause or permit the BOAT SLIP to be used for any purpose other than the docking of the boat, and shall follow, and be responsible for instructing all guests to follow, all rules and regulations of the Marina.

**2. DURATION OF BOAT DOCKAGE AGREEMENT:**

This agreement is effective from \_\_\_\_\_ to p.m. on \_\_\_\_\_. It may be terminated by CITY, \_\_\_\_\_ with or without cause, upon three (3) days written notice. No termination shall be effective until BOAT OWNER has paid in full all charges due under this agreement, including without limitation rent, interest, late charges, returned check charges, storage charges, damage reimbursements, utility charges, other charges, court costs and attorneys fees incurred by CITY, through and including the date of the lawful removal of the vessel from the Marina.

**3. BOAT DOCKAGE RENTAL FEES:**

**a. RENT:**

BOAT OWNER shall pay to CITY, for the use of the BOAT SLIP, together with all services provided by CITY, a Fee in the amount of \$per day, payable in advance upon execution herein.

**b. KEY DEPOSIT:**

Upon execution of this Agreement. BOAT OWNER shall pay CITY Ten Dollars (\$10.00) per Boat Slip as a key deposit to be retained by CITY, pending the termination of this Agreement and the full performance of all obligations hereunder by BOAT OWNER. Said deposit shall be refunded to BOAT OWNER after termination of this Agreement and BOAT OWNER'S full performance of all obligations hereunder, including without limitation the full payment of all rent, interest, late charges, returned check charges, storage charges, damage reimbursements, utility charges, other charges, court costs and attorneys fees incurred by CITY, through and including the date of the lawful removal of the Boat from the Marina.

**c. RETURNED CHECKS:**

BOAT OWNER shall pay CITY a charge of 5% of the face value of any check, or \$15.00. whichever is greater, for each check that is returned to CITY unpaid, along with any late charges, if applicable.

**d. LIEN:**

Any rent Fees. interest, late charges, returned check charges, storage charges, damage reimbursements. utility charges, other charges, court costs and attorneys fees incurred by CITY, as provided in this Agreement. through and including the date of the lawful removal of the Boat from the Marina, and any other charges accrued and unpaid under this agreement, shall constitute a lien against the Boat which may be enforced by CITY as provided by law and/or as provided in this Agreement.

**4. RULES AND REGULATIONS:**

BOAT OWNER shall comply with the Rules and Regulations governing the Marina, as promulgated from time to time by CITY. Violation of any of the aforesaid Rules and Regulations. or breach of any term or provision of this Agreement, shall constitute a default under this Agreement. Said Rules and Regulations may be amended periodically at the sole discretion of CITY, which amendments shall be effective as to BOAT OWNER thirty (30) days after written notice thereof to BOAT OWNER.

**5. REMOVAL AND STORAGE OF BOAT:**

In the event CITY terminates this Agreement, CITY may, without notice, remove the Boat to a storage site without liability to BOAT OWNER. Charges for storage of the Boat at said storage site shall be at the transient dockage rate then in effect. BOAT OWNER shall be liable for any expenses incurred by CITY in removing the Boat and any personal property from the Boat Slip. Upon removal of the Boat, CITY shall have the right to lease the vacated Boat Slip to another tenant without incurring any liability to BOAT OWNER. Notwithstanding the provisions hereof, CITY shall have no responsibility for the removal the Boat, which removal shall be at CITY'S sole discretion. BOAT OWNER hereby authorizes CITY to move the Boat or take whatever action is deemed appropriate by CITY as may be required in an emergency situation, or to avoid loss or damage to CITY property or the property of others.

**6. LIMITATION OF CITY'S LIABILITY:**

This Agreement is for the use of the Boat Slip, only. Such slip is to be used at the sole risk of BOAT OWNER. The CITY shall not be liable for the care or protection of, or for any loss or damage of whatever kind or nature to, the Boat, including her gear, equipment and contents, or the personal property of BOAT OWNER. BOAT OWNER has examined the property described in this Agreement and accepts the condition of the Boat Slip AS IS.

**7. INDEMNITY:**

BOAT OWNER, for him or herself and all heirs, successors or assigns, hereby releases and agrees to defend and indemnify CITY against any and all liability it may incur for personal injury,

loss of life, and damage to property caused by the Boat, BOAT OWNER, his or her family, employees, invitees or agents, or CITY, its employees, officers and agents, when acting on behalf of BOAT OWNER, arising out of or in connection with the possession or use of said Boat or the use of the Boat Slip. The aforesaid release and duty to indemnify includes all claims, actions, proceedings, damages and liabilities of any nature, including attorney's fees incurred through all appellate proceedings. BOAT OWNER shall be responsible for damage to other boats, buildings, fences, dock structures and pilings caused by the Boat, BOAT OWNER, his or her family, employees, invitees or agents, or CITY, its employees, officers and agents, when acting on behalf of BOAT OWNER. BOAT OWNER shall reimburse CITY for repair of any facilities at the Marina damaged or destroyed by BOAT OWNER, his or her family, employees, invitees or agents, or CITY, its employees, officers and agents, when acting on behalf of BOAT OWNER. Any damage to the Boat Slip, or the facilities ancillary thereto including without limitation the dock box and sewage pumpout equipment, shall be presumed to have been damaged by BOAT OWNER, unless BOAT OWNER demonstrates to the satisfaction of CITY that such damage was caused by natural forces beyond the control of BOAT OWNER or by third parties other than BOAT OWNER, his or her family, employees, invitees or agents, or CITY, its employees, officers and agents, when acting on behalf of BOAT OWNER. CITY may apportion the responsibility for damage between CITY and BOAT OWNER, consistent herewith.

**8. ASSIGNMENT:**

This Agreement shall not be transferred, sold or assigned without the written permission of CITY.

**9. GOVERNING LAW, VENUE, SEVERABILITY:**

This Agreement shall be interpreted in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement, or between CITY and BOAT OWNER, shall be in Pinellas County, Florida, for state court proceedings, and the Federal District Court for the Middle District of Florida, Tampa Division, for federal court proceedings. BOAT OWNER hereby waives any right to trial by jury of any action, and waives the right to assert federal court jurisdiction based on diversity. In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be deemed null and void\_ and the balance of this Agreement shall remain in full force and effect.

**10. DEFAULT:**

BOAT OWNER'S failure to perform any of the obligations provided by this Agreement shall constitute a default of this Agreement, and CITY may terminate this Agreement and exercise any of the remedies available hereunder or as provided by law. CITY'S failure to act upon any default shall not constitute a waiver of CITY'S rights hereunder to enforce said default or any subsequent or similar default. BOAT OWNER hereby authorizes CITY to take such action deemed necessary by CITY to prevent the removal of the Boat from the Marina while there is a balance due under this agreement. CITY may initiate any action necessary to foreclose any

liens created by this Agreement, or may seek enforcement of this agreement as provided by law, in addition to any action for damages.

**11. NON-JUDICIAL SALE:**

BOAT OWNER HEREBY AUTHORIZES CITY TO SELL THE BOAT AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF RENT FOR A PERIOD OF AT LEAST SIX (6) MONTHS, IN ACCORDANCE WITH FLORIDA LAW. CITY retains its right to exercise the provisions for a non-judicial sale of the BOAT as provided by Florida law and any other statutory remedy, in addition to all other remedies set forth in this Agreement. Nothing in this Agreement shall be construed to prevent CITY from pursuing any and all remedies available for any default hereof, whether BOAT OWNER is delinquent in any obligations hereunder for a period of at least six (6) months or not.

**12. MODIFICATION:**

This Agreement shall not be modified, except as approved by the parties in writing, nor shall this Agreement be modified by course of conduct or dealing between the parties. This Agreement contains the entire agreement of the parties and all prior discussions or merged herein.

**13. ATTORNEYS FEES:**

In any action to enforce this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party all expenses, costs and attorney's fees incurred in the enforcement of this Agreement, through all appellate proceedings.

**14. NOTICE:**

All notices provided hereunder shall be in writing sent by First Class Certified Mail, Return Receipt Requested, and shall be deemed effective as of the date mailed to BOAT OWNER at the address provided above, or such other address hereafter provided in accordance with this paragraph, and to CITY at the office of the Gulfport Municipal Marina:

Gulfport Municipal Marina  
4630 29th Avenue South  
Gulfport, FL 33711  
Phone: (813) 893-1071

DATED: \_\_\_\_\_

CITY OF GULFPORT, FLORIDA

\_\_\_\_\_  
BOAT OWNER

BY: \_\_\_\_\_  
NAME, TITLE

# City of Gulfport Mooring Field Management Plan

## 1.0 Scope and Intent of Management Plan:

This Management Plan (Plan) provides the framework for the operation and use of the City of Gulfport Mooring Field (Facility). The rules and regulations contained within this Plan apply to any vessels, owners, crew, guests, or any other persons entering the Facility. Failure to comply with the rules and regulations of this Plan shall be sufficient grounds for ejection from the mooring field.

### Facility Locations



Facility Location Map  
(Figure 1)

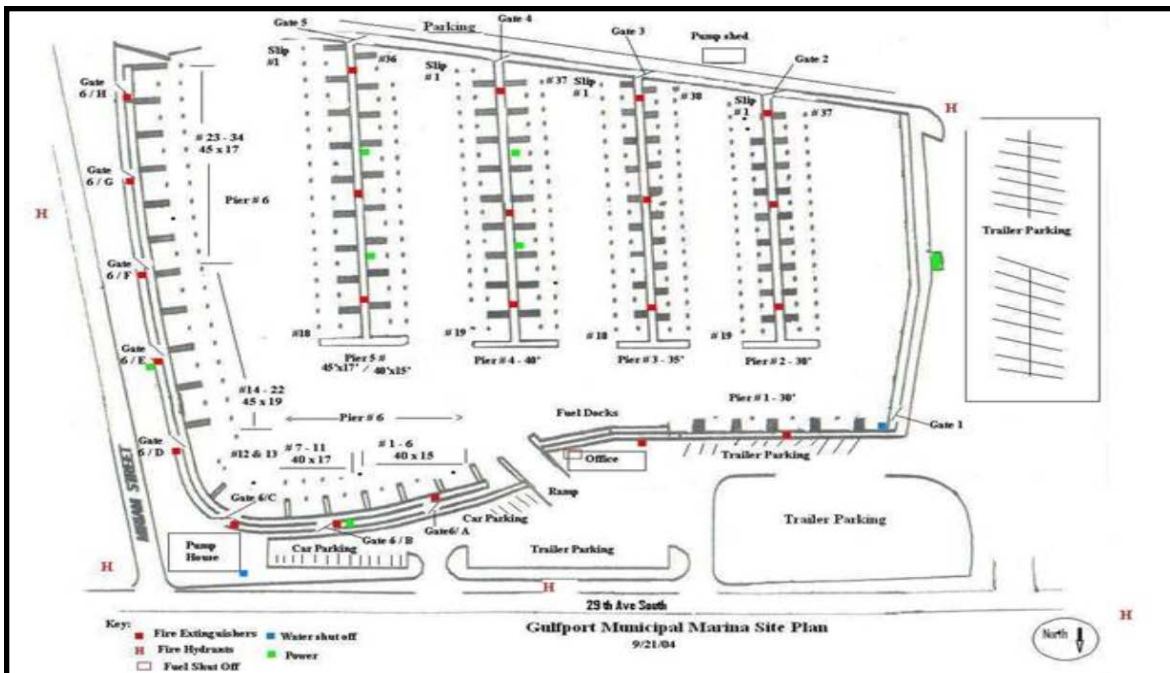
### Managed Mooring Field

The City of Gulfport's (City) Managed Mooring Field is located approximately 420 feet offshore and near the Gulfport Casino Dock. The mooring field is a 17.52-acre area (approximately 510.6 feet north – south by 1,495 feet east – west). Designed with 25 mooring areas of equal swing radii, this mooring field will accommodate sailboats that have a maximum length of 60 feet.



## Gulfport Marina

The Gulfport Municipal Marina is a public marina located within an existing basin. The marina consists of 265 wet slips with easy access to the Gulf of Mexico. The marina provides marine supplies, docks, secure moorings for pleasure boats both permanent and transient and offers upland facilities such as fuel, sewage pump-out, laundry facilities, garbage disposal, restrooms, showers, electric, and telephone and internet access. The Marina is a certified "Clean Marina" as recognized by the Florida Department of Environmental Protection (FDEP). Mooring Field users will register at the marina office.



**Gulfport Municipal Marina  
(Figure 2)**

## Upland Amenities

The City of Gulfport Municipal Marina will host upland amenities for the mooring field including restrooms, showers, fueling, and public sewage pumpout units. The municipal marina contains a 2,600-square-foot, 325-linear-foot floating public dock that can accommodate the mooring of up to 8 vessels and several dinghies. This floating dock will provide mooring field registrants with access to the marina's upland facilities. A sewage pumpout vessel will also be made available by the City and kept at the municipal marina. Additional upland amenities may be found at the locations described in Table 1.

**Table 1**

<b>AMENITIES SUMMARY</b>	
<b>AMENITY</b>	<b>LOCATIONS</b>
PUMPOUT STATION	Gulfport Marina Pumpout Vessel Planned
GASOLINE AND DIESEL FUEL	Gulfport Marina
PUBLIC RESTROOMS	Gulfport Marina Gulfport Beach
PUBLIC SHOWER FACILITIES	Enclosed Men/Ladies at Gulfport Marina Open Beach-Style Showers at Gulfport Beach
COURTESY AND DINGHY DOCKS	Gulfport Beach Gulfport Marina
COIN LAUNDRY	Waterfront District & Gulfport Marina
GROCERIES & SUNDRIES	Waterfront District
TELEPHONE	Gulfport Marina Gulfport Beach Waterfront District
POST OFFICE	Waterfront District
INTERNET ACCESS	Gulfport Marina Hotspot Waterfront District (Hotspots at several business establishments) Gulfport Library (adjacent to Waterfront District)
WEATHER INFORMATION	Gulfport Marina
CATV NEWS	Gulfport Marina Gulfport Library (adjacent to Waterfront District)
EATING & DRINKING ESTABLISHMENTS	Waterfront District
COMPLAINT SERVICES	Harbormasters Office - Marine Radio Channel 16 or Telephone Number 727-893-1071
POLICE SERVICES	Police Boat In-Service - 911 on Cell Phone for Area Code 727 or Harbormasters Office - Marine Radio Channel 16 or Cell Phone Number 727-365-2446

## **2.0 FACILITY RULES AND REGULATIONS**

### **2.1 Harbormaster Authority**

The Harbormaster shall enforce the provisions of the Sovereign Submerged Lands Lease and all permits granted for the Facility. The Harbormaster shall assign each vessel to a mooring. No vessel shall occupy any mooring without the approval of the Harbormaster. The transfer of vessels from one mooring to another must be authorized by the Harbormaster. Anchoring within the marked boundaries of the facility is prohibited unless approved by the Harbormaster. For safety, security, or other management considerations the Harbormaster may move or relocate any vessel from one mooring to any other mooring at the sole discretion of the Harbormaster.

City Code Sections, such as 6-29, 6-43, 6-45 and 6-54, empowers the Harbormaster to administer and enforce mooring field regulations. These powers are to be liberally construed, and specifically include, but are not limited to:

- The ability to impound vessels that are abandoned in the mooring field and process the vessel in accordance with State law and City ordinances.
- The right to board vessels, in accordance with the contractual agreement between the City and lessee in exchange for a right to use the mooring, and to respond to an on-board emergency when the lessee is not on-board. This would include measures to save the vessel or limit damage, or stop the discharge of pollutants into the environment.
- Make a safety or environmental equipment inspection, after providing reasonable notice.
- Checking and correcting the mooring tackle to make it more survivable in the event of an impending storm.

### **2.2 Operational Vessels Only**

Only sailboats in compliance with the United States Coast Guard (USCG) environmental and safety standards and Chapter 327, Florida State Statutes are authorized to moor at the Facility. Only vessels in good operational condition, capable of maneuvering under their own power and with current registration or documentation are authorized to moor at the Facility. The determination of whether a vessel is in good operational condition is the sole discretion of the Harbormaster. Vessels without integral or functional power for propulsion are prohibited from mooring at the Facility.

### **2.3 Vessel Equipment Requirements**

All vessels should have a dinghy or other small craft as an alternate means of conveyance to enable access to the Harbormaster's Office and upland amenities provided by the Gulfport Municipal Marina. In the absence of a dinghy, the vessel owner shall inform the Harbormaster at the time of entry into the Facility. The lack of a dinghy shall not be cause to refuse the rental of a mooring area. The Harbormaster may allow the use of a Facility dinghy for the vessel occupants to access the upland property, if

such a dinghy is available and on the condition that the use of that dinghy is and remains at the sole risk of the user. It is the sole responsibility of vessel occupants to provide their own conveyance to the upland facilities. The City is under no obligation to own, operate, or maintain a dinghy for the exclusive use of mooring patrons.

#### **2.4 Commercial Use of Moorings Prohibited**

Commercial activities and vessels engaged in commercial activities are prohibited within the Facility. However, this does not prohibit commercial vessels from visiting or using the Facility or its amenities. No advertising or soliciting shall be authorized on any vessel within the Facility, with the exception of "for sale by owner" signs not to exceed 2 square feet in size. Each vessel shall be limited to a maximum of two (2) such signs. Use of moorings for brokerage purposes is strictly prohibited.

#### **2.5 Mooring of Vessels**

All persons arriving by vessel or dinghy must register at the Harbormaster's Office within twelve (12) hours of arrival. Vessels shall be moored in designated mooring areas only, as assigned by the Harbormaster. The sole method for securing a vessel to a mooring shall be by securing the bow of the vessel to the mooring buoy pendant. Securing the mooring to the stern of any vessel is prohibited. Additionally, the use of additional anchors to supplement the mooring provided is prohibited. Anchoring within the marked boundaries of the facility is prohibited unless approved by the Harbormaster. Dinghies shall be kept on board the vessel when not in use and shall not impede or restrict access to fairways or channels. Subleasing of the vessel or assignment of the rental agreement is prohibited. Rafting or mooring of more than one vessel to any buoy, without prior approval of the Harbormaster, is prohibited.

#### **2.6 Length of Stay**

The mooring field will accommodate sailboats and will be open to the general public on a first-come, first-served basis. The mooring field will accommodate both liveaboard and transient vessels. A liveaboard vessel is defined as a "vessel docked at the facility and inhabited by a person or persons for any five consecutive days or a total of ten days within a 30 day period." Liveaboard status at the facility will not exceed six months within a 12 month period, nor shall any such vessel constitute a legal primary residence."

#### **2.7 Illegal Activities Prohibited**

Any illegal activity within the Facility is grounds for immediate prosecution under the provisions of Florida law. It is the intent of the City to prosecute each violation to the fullest extent of the law. If there is reasonable cause for suspicion of an illegal activity occurring in the Facility, the appropriate authorities will be contacted immediately.

#### **2.8 Waste Management/Marine Pollution**

Discharge of human and/or pet waste overboard within the Facility is prohibited. Upon entering the Facility, vessels shall secure their sewage holding tank to ensure no overboard discharge. All holding tanks shall be emptied at a sewage pump out facility prior to mooring. All vessels will have to provide documentation to the Harbormaster of

sewage tank pumpout within 24 hours of entering or re-entering the mooring field. Vessels may provide documentation of pumpout that occurred within 24 hours of check-in or they will be required to pumpout within 24 hours of mooring. There shall be absolutely no overboard discharge of any sewage into any area of the Facility except into a pumpout vessel. Pumpout stations are available by the portable sewage pumpout vessel or at the Gulfport Municipal Marina. The Harbormaster will provide the contact number for the sewage pumpout vessel to mooring patrons in need of sewage tank pumpout services. All vessels will be required to have their holding tanks pumped out no less than every three (3) days without fail and shall provide documentation to the Harbormaster. For vessels with functional heads without holding tanks, marina management shall affix an approved seal on the closed seacock of each vessel. Violation of this provision shall constitute grounds for immediate ejection from the Facility.

Pump out logs shall be maintained by the Harbormaster and made available for inspection upon reasonable notice.

### **2.9 Unattended Vessels/Abandonment of Vessels**

Any vessel left unattended for more than twenty four (24) continuous hours without the prior approval of the Harbormaster will be considered abandoned and will be removed from the Facility. Vessels that are removed from the Facility will be placed in a secure location or commercial marina for storage for thirty (30) days while diligent, reasonable efforts to locate the owner are made, pursuant to Florida Statutes. If the vessel is not reclaimed by that time, the vessel will be sold at fair market value to cover the cost of unpaid rental fees and any other associated costs.

### **2.10 Fueling Prohibited**

The fueling of vessels within the Facility is prohibited. Vessel fueling is permitted at designated fueling stations located within the Gulfport Municipal Marina.

## **3.0 RESPONSIBILITIES OF LICENSEES/TENANTS**

### **3.1 No Liability on Use of Mooring Facility**

The City assumes no liability for the use of the moorings, dinghy dock and/or upland amenities comprising the Facility by vessel owners, operators, guests, or other personnel. The City and its personnel assume no liability for personal possessions, vessels, or associated equipment including dinghies while at the Facility.

### **3.2 Safe Operation of Vessels**

Reckless operation of any vessel, including a recreational vessel, small craft, or dinghy that, in the sole judgment of the Harbormaster, is an endangerment to life, property or other vessels shall be grounds for immediate ejection from the facility.

### **3.3 Major Repairs Prohibited**

Major repairs and the refitting of vessels, including any activities which could result in the discharge of materials into the water or within the Facility, are prohibited. Minor repairs and maintenance work may only be conducted with the prior authorization of the Harbormaster. The Harbormaster shall be contacted in advance of any proposed work to verify compliance. Any unauthorized activity in violation of the above may result in ejection from the Facility and forfeiture of security deposit.

### **3.4 Waste Disposal/Trash Removal**

Discharge of any solid or liquid waste (human or pet) into the waters within the Facility is prohibited. Violators are subject to immediate ejection from the Facility and the Harbormaster will notify the appropriate authorities for enforcement action.

Garbage must be transported and deposited ashore in receptacles located at the Gulfport Municipal Marina. Vessel owners shall contact the Harbormaster regarding proper disposal of waste oil, rags, bilge socks, absorbents, anti-freeze, used fuel, and batteries. The Facility does not accept any hazardous waste or materials for disposal.

### **3.5 Prohibited Activities (including but not limited to)**

- Major repairs and/or refitting of vessels or associated equipment
- Charcoal, wood, or open flame burners
- Swimming or diving within the Facility unless performing vessel maintenance or minor repairs (approved by Harbormaster)
- Commercial activities, advertising, or soliciting
- Disorderly, rowdy, or boisterous conduct; excessive noise that disrupts the quiet enjoyment of the Facility by others
- Hanging laundry from the vessel in public view
- Anchoring within mooring field boundaries without prior approval from the Harbormaster

### **3.6 Manatees & Other Protected Species/Feeding of Wildlife**

Vessel owners and their guests shall acquaint themselves with the publications and warnings available at the Harbormaster's Office regarding safe operation in waters frequented by manatees and must abide by all laws, ordinances, rules and regulations governing the operation of watercraft in the presence of manatees. Harassment of Federal or State listed protected species is illegal and will not be tolerated. Lists of these species are available at the Harbormaster's Office. All vessel owners and guests are prohibited from feeding or leaving food for wildlife, particularly birds or endangered species.

### **3.7 Vessel Inspections/Boarding by Law Enforcement Personnel**

The Harbormaster shall be authorized to conduct periodic vessel inspections in order to ensure compliance with federal and State safety and marine sanitation regulations. Denial of an inspection shall be grounds for termination of the vessel's Mooring Agreement. The vessel owner shall fully comply with the directions of the Harbormaster

and Law Enforcement personnel and shall allow access to their vessel by those personnel as necessary.

### **3.8 Reporting of Fuel/Oil Spills**

Vessel owners shall contact the Harbormaster's Office and National Response Center Spill Hotline (800-424-8802) when an oil/fuel spill is discovered. Oil absorbent pads and containment booms are located at the Harbormaster's Office and are available for deployment in the event of a spill. The use of detergents to break up oil spills is strictly prohibited.

### **3.9 Non-tenant Use of Moorings Prohibited**

Non-tenants are prohibited from mooring within the Facility without prior approval from the Harbormaster, except in cases of emergency or as otherwise provided in this Plan.

### **3.10 Misuse of Facility Amenities**

The misuse of any Facility amenity is grounds for ejection from the Facility. If any tenant, guest, or crew damages the property or equipment of the Facility due to neglect, misuse, failure to follow stated directions, or vandalism, they shall be held responsible for the cost of repair and replacement, as well as any criminal or civil charges for the activity.

### **3.11 Unauthorized Departure of Vessels**

It is unlawful for a vessel owner to remove their vessel from the Facility when the vessel has a delinquent dockage balance without authorization from the Harbormaster. The Harbormaster has the authority to impound the vessel to prevent its removal until the delinquent dockage balance is satisfactorily addressed.

### **3.12 Maritime Lien**

The City will maintain a maritime lien against the vessel, its appurtenances and contents for all unpaid mooring fees, late charges, or any damage caused to any mooring or any other property of the Facility. For any undocumented vessels, pursuant to Florida Statute 328.17, in the event of non-payment of storage within the prescribed period, the Facility is authorized to sell the owner's vessel at a non-judicial sale and retain the proceeds to cover non-payment by the owner and Facility costs.

### **3.13 Emergency Repairs**

As part of the lease agreement, tenants must grant consent to the Harbormaster such that in the event of an emergency, the Harbormaster has the authority to have necessary repairs made to the tenant's vessel, as economically as possible. Emergencies include, but are not limited to: tropical storms and hurricanes; breakdown of a bilge, fuel, or sewage pump or any other leak; chafed or broken lines, or any other emergency that may imperil the vessel and possibly lead to sinking, damage to other vessels within the Facility, or damage to the Facility. The cost of these repairs, parts, labor and any other

appropriate charges, will be billed to the vessel owner and payable within 24 hours of the vessel owner's return or as provided by the Harbormaster.

#### **4.0 HURRICANES AND TROPICAL STORMS**

##### **4.1 Evacuation of Vessels for Storm Event**

The Facility is designed for wind and waves up to a minimal Category 1 hurricane. Mooring facilities are generally not safe locations for vessels during strong named tropical storms or hurricanes and leaving vessels in mooring fields during such storms could result in significant damage to the vessels and the Facility. The City advises vessel owners to exercise prudent and appropriate judgment on whether to remove their vessel from the Facility in the event that a named tropical storm threatens the area. The City requires that all vessels evacuate the Facility at or before the time there is a declared hurricane warning. Tenants are advised that mooring equipment provided in the Facility may not withstand hurricane or tropical storm or associated wind or tidal surge. Removal of vessels from the mooring field is mandatory for a Category 1 or above Hurricane. All Facility tenants are solely and totally responsible for any and all damages to their vessel and personal property and other persons, vessels, or property caused by their failure to remove their vessels from the Facility in a timely fashion.