

# WET SLIPS & DRY STACK STORAGE FOR POWERBOATS



13247 Seaway Road  
 Gulfport, MS 39503  
**228-604-4600**  
**228-276-1712**

On Seaway Road and Gulfport Lake



Launch Services  
 Ships Store  
 Boating Supplies  
 Fuel Dock



## MARINE BERTH LEASE/STORAGE AGREEMENT SEAWAY MARINE CENTER, LLC

Lease # \_\_\_\_\_

Slip# \_\_\_\_\_ at \$ \_\_\_\_\_ per month

Electricity at actual metered cost to be billed monthly.

This agreement between Seaway Marine Center, LLC, a Mississippi limited liability company, herein called “Marina”, and the undersigned vessel owner, herein called “Owner”;

### WITNESSETH:

The Marina hereby agrees to rent for the named vessel and its Owner, that certain portion of the Marina's water basin known as slip # \_\_\_\_\_ (see above) subject to the terms and conditions as set forth herein.

### 1. The description of Vessel and Owner is as follows:

Vessel Information	Owner Information
Name _____	Name _____
Length _____ Beam _____ Draft _____	Address _____
Manufacturer _____ Doc# _____	City _____
State Reg# _____ Home Port _____	Insurer _____
Work Ph _____ Home Ph _____	Insurer's Address _____ _____
Email _____	Cell _____

2. **Rental, Charges.** The monthly lease fee is contingent upon an initial twelve (12) month consecutive occupancy. Should the OWNER terminate this lease prior to the end of the initial twelve month period, the OWNER agrees that all lease fees earned by the MARINA shall be converted to an early termination monthly rate of fifty percent (50%) of the above monthly fee. Lease fees are subject to change after the initial term of the lease noted above and shall become effective upon thirty (30) days' written notice to the OWNER'S address listed above. This lease shall terminate thirty (30) days after the receipt of written notification from one party to the other.

Lease fees are due and payable quarterly in advance, without demand, counterclaim, set-offs, off-set, reductions or abatement of any kind. Any other purchases or charges incurred by or on behalf of the OWNER shall become due and payable on the fifteenth (15<sup>th</sup>) day of the following month. Any sums owed and not paid when due shall be billed to the designated credit/debit card number provided to the MARINA by the OWNER for such billing purposes. In the event that any fees, purchases, or charges are not paid when due, the MARINA may charge, and the OWNER agrees to pay, interest on the unpaid balance at the rate of one and one-half percent (1 1/2%) per month (18.0% per annum) or the highest rate allowed by the laws of the State of Mississippi, whichever is less. The MARINA may refuse to provide any services for an OWNER whose account is past due, and may refuse to allow any vessel to leave the MARINA until all past due accounts are paid in full. The MARINA is given a lien upon the Vessel and its contents and equipment, for any and all sums owed the MARINA on account of the Vessel, or any other account of the OWNER. This lien shall continue in full force and effect regardless whether possession of the Vessel is retained by the MARINA. In the event that it becomes necessary for the MARINA to expend any sum of money to collect a past due balance, the OWNER agrees to pay all such collection costs, including court costs, and reasonable attorney fees. Upon termination of this lease, the OWNER agrees to immediately pay all sums due the MARINA and remove the OWNER'S Vessel from the MARINA. If the OWNER fails to remove the Vessel within fifteen (15) days after termination of this lease, the MARINA may remove the Vessel from its facility and shall be relieved of any and all liability in connection therewith.

3. This agreement is for the use of Marina's water basin and to provide rental of a slip/space to berth the above named Vessel. Such slip/space shall be used at the sole risk of Owner as Marina shall not be liable for any loss of any kind to Vessel, its contents, gear and equipment. This agreement does not, nor is it intended, to create a bailment of the Vessel. Control of the Vessel shall remain in Owner at all times even if keys to the Vessel are left with the Marina. Inspection of the berthed Vessel by Marina and any emergency aid to Vessel shall be considered as an accommodation to owner from which no duty arises. Marina has no responsibility to inspect mooring lines or to move Vessel from its respective slip/space. Marina shall not have any liability or the interruption of utilities and/or the disconnection of the Vessel from electrical power.

4. **Insurance.** The MARINA does not carry fire and extended coverage on the OWNER'S Vessel, its contents or equipment. The OWNER agrees to provide at his/her sole expense and maintain in full force continuously throughout the term of this agreement and for as long as the Vessel remains within the confines of the MARINA, general liability, fire, hull and extended coverage insurance on the Vessel with limits not less than the full replacement value thereof. The OWNER policy shall include the **following:**

A. PROTECTION AND INDEMNITY INSURANCE INSURING AGAINST CLAIMS OF BODILY INJURY, DEATH PROPERTY DAMAGE, INCLUDING DAMAGE TO MARINA'S PROPOERTY AND THE MARINA'S STRUCTURES,

DOCKS, PIERS, OR OTHER IMPROVEMENTS OCCASIONED BY OWNERS BOAT OR OTHER PROPERTY INCLUDING SUCH DAMAGES CAUSED BY OWNERS BOAT OR PROPERTY DURING ANY STORM OR ACT OF GOD OR OTHER LOSS, IN A COVERAGE AMOUNT OF NOT LESS THAN \$300,000;

B. HULL INSURANCE COVERING THE BOAT FOR ITS FULL INSURABLE VALUE. ALL INSURANCE POLICIES REQUIRED UNDER THIS SECTION SHALL BE WITH COMPANIES AUTHORIZED TO DO BUSINESS IN MISSISSIPPI AND REASONABLY APPROVED BY MARINA; AND

**C.. EACH POLICY OR BOND SHALL LIST SEAWAY MARINE CENTER, L.L.C. AS ADDITIONAL INSURED AND PROVIDE THAT IT IS NOT SUBJECT TO CANCELLATION OR REDUCTION IN COVERAGE EXCEPT AFTER THIRTY (30) DAYS FOLLOWING WRITTEN NOTICE TO MARINA. OWNER SHALL DELIVER TO MARINA PRIOR TO THE DATE OF COMMENCEMENT OF THIS LEASE AND FROM TIME TO TIME THEREAFTER UPON DEMAND FROM MARINA, CERTIFICATES EVIDENCING THE EXISTENCE OF INSURANCE IN COMPLIANCE WITH THIS SECTION.**

5. Owner shall, to the extent owner may do so without violating the terms and conditions of Owner's liability insurance policy, indemnify and hold the Marina harmless against all damage caused by Owner of Vessel to Marina's property, docks, pilings and bulkhead, and against all claims, including cost of litigation and reasonable attorney's fees, by third parties arising from owner's use of the above described slip/space. Owner shall maintain a liability insurance policy for property damage and/or personal injury arising from the use of the Vessel with minimum limits of \$300,000.00. Owner will require all contractors hired by Owner (other than employees of the Marina and except as to clean-up personnel) to accomplish work on vessel to execute a "Contractor's Agreement" with Marina and to comply with all insurance requirements contained therein prior to the commencement of any work.

6. Waiver of Subrogation: Owner waives any right or claim against the Marina for damage sustained by Owner which is covered under any insurance policy, and owner shall cause Owner's insurance carriers to waive their respective rights of subrogation with respect to the same, and to so notify the Marina.

7. Unused Stalls: The parties agree that during times when the stall is not occupied by the named Vessel of lessee, the Marina shall have the right without proration or adjustment in rent to temporarily berth vessels being repaired or stored by the Marina in the vacated stall. In the event the Marina uses any utilities metered through the lessee's meter, lessee shall be reimbursed the cost of the utilities used by the Marina. All steps will be taken to notify the Lessee if the Marina elects to use the slip/space.

8. Should Owner fail to pay any sum due Marina hereunder or violate any term or condition of this agreement; or should vessel become the subject of a bankruptcy, receivership, judicial seizure, or contractual repossession proceeding, the Marina shall have the right, at its option: (1) to accelerate and demand due all sums payable hereunder; (2) to remove Vessel from the slip/space at Owner's risk and expense and to re-take possession of such slip/space; and (3) to hold Vessel in Marina's possession, whether in the water or on land, until all charges are paid in full. Upon default, marina's rights hereunder are cumulative and the election of one remedy shall not exclude any other remedy. All sums due hereunder which are not paid, by the 10th day of the month in which such payment became due shall

bear interest at the rate of 18% per annum until fully paid. If the Marina retains the assistance of an attorney to enforce any covenant of this agreement or to collect any sum of money due hereunder, the Owner shall pay all expenses incurred including a reasonable attorney's fee. It shall not be necessary to give the Owner notice of any charge due hereunder and unpaid or of the breach of a condition of this agreement as the execution of this instrument is deemed sufficient notice of the same by the parties hereto.

9. Except as controlled by the laws of the State of MS, this is an admiralty and maritime slip/space rental agreement under the general maritime laws and the statues of the United State of America. The Marina shall have, in addition to any state remedies, a maritime lien against the Vessel, her appurtenances and contents for all sums due hereunder; for services provided to said Vessel whether such services are performed ashore or afloat; for all charges made by Owner or Owner's Agent for Vessel; and all damages to Marina or claims against Marina for which the vessel or Owner are responsible under this agreement.

10. Marina agrees to accept and receipt for various packages and/or parts which Owner may have mailed or shipped to the Marina from time to time **PROVIDED HOWEVER** that the Marina shall have no liability or responsibility for the safekeeping or condition of the goods so accepted on Owner's behalf.

11. Owner agrees to abide by all applicable environmental laws and regulations and in particular with those relating to the use and disposition of products classified as hazardous waste and agrees to hold harmless and indemnify the Marina from and against all liability claims and damages resulting to the Marina due to Owner's violation of said laws and regulations. Owner further agrees to strictly adhere to following rules, regulations and procedures with relation to the disposal of oil, fuel, oil filters, gas filters, antifreeze, batteries, and other products falling within the legal definition of "hazardous waste".

A. The Owner of the Vessel, or Owner's Agent, shall notify the dock store personnel that they would like to dispose of oil or oil filters. The Owner, or Owner's Agent, shall dispose of oil in the Marina oil-disposal container. Payment of \$10.00 per 5 gallon container and \$1.00 per oil filter shall then be paid to the dock store. This will be on an honor system, and the Owner, or Owner's Agents should be responsible.

12. Owner agrees to comply with the dockside policies and procedures promulgated from time to time by the Marina. A copy of the present policies and procedures are part of this agreement. A violation of dockside procedures, at the election of the Marina, shall constitute a default hereunder.

13. In the event that any one or more of the terms and conditions herein contained shall be invalid or unenforceable in any respect, the validity of the remaining terms and conditions contained herein shall be in no way affected hereby.

14. This agreement is not assignable except as provided for in Article 15 hereof; however, the rights and obligations hereunder of the parties hereto shall be binding upon and shall inure to the benefit of their respective heirs, successors and assigns. This agreement may not be amended except by written instrument duly executed by both parties hereto.

15. Assignment or subleasing: The leased premises shall not be assigned or subleased in whole or in part without written consent of the Marina which consent the Marina may arbitrarily withhold. The lessee agrees that if the leased premises are assigned or subleased, then the sub lessee shall assume in writing, all terms and conditions of this lease and shall have proper insurance acceptable to the Marina covering any and all vessels to be berthed at the leased premises. Written consent of the

Marina to sublease the premises shall not release or relieve the lessee from liability under the terms of this agreement and the lessee agrees that lessee's liability for rent and all other terms and conditions of this agreement shall continue even though the premises is sublet with the consent of the Marina to another who has assumed lessee's duties and obligations.

16. As an inducement to Seaway Marine Center, LLC (Marina) to make this berth lease/storage agreement, Owner agrees that any dispute, claim or controversy of any kind arising out of this berth lease/storage agreement shall be submitted to final and binding arbitration in Harrison County, Mississippi before a single arbitrator who is an active attorney or retired judge under the Federal Arbitration Act or other applicable law pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except in the event of default in payment in which case Marina may seek its remedies in an action at law or in equity in an appropriate court without resort to arbitration.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OWNER**

**SEAWAY MARINE CENTER, LLC**

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Title: \_\_\_\_\_

●PLEASE SIGN BOTH COPIES●

**SEAWAY MARINE CENTER, LLC  
DOCKSIDE POLICIES AND PROCEDURES**

1. The rules of the road and the navigation laws of the United States apply to all vessels in or approaching the Marina with emphasis on keeping wakes to a minimum. "No Wake" speed must be observed in the Marina Basin at all times.
2. Vessel owners shall report to the cashier at the Marina upon arrival to make financial arrangements for the duration of their stay. Upon arrival and thereafter as requested, such owners shall provide the Marina with a signed credit card imprint, which the Marina may, at any time, process for payment of owner's charges. All charges must be paid in full before vessel leaves the Marina. The Marina has the option to substitute one slip/space for another for berthing vessels and to move and relocate any vessel, as the Marina deems necessary.
3. Noise should be kept to a minimum at all times. Owners should use discretion in operating of generating plants, main engines, and other power equipment after 7PM and before 8AM. Televisions, radios or any other sound equipment should be played at a reasonable level so as not to disturb adjacent vessels, owners/guests.
4. Unless permitted by Marina, due to exceptional circumstances, major repairs and maintenance at dockside are not allowed. Painting and/or scraping of exterior and the use of mechanical tools outside the vessel are prohibited.
5. Docks and walkways are to be clear at all times and may not be used for storage. Hoses and electrical lines should not cross dock. Charcoal fires are not permitted on the docks but allowed on vessels while at the docks. All personal property must be stowed either on your boat or inside one of the rented sheds.
6. Pets are allowed as long as they do not cause a disturbance. Pets should be leashed at all times and toileted only upon grass areas. Owners are expected to clean up after their pets.
7. No attachments may be made to docks, finger piers or pilings without prior approval of the Marina.
8. Refuse, trash and garbage shall not be thrown overboard, but placed in bags and deposited in the dumpsters provide by the Marina adjacent to the Dry Stack Building. If an unusually large item needs to be disposed of, call the Marina for assistance. Oil, spirits, inflammables and oily bilges may not be discharged into the Marina waters or onto Marina grounds or stored in rented sheds.
9. Except for the business conducted by approved charter boats and sightseeing boats, conducting business or rendering professional services or solicitations of business or the sale of merchandise may not be conducted aboard vessels at dockside or upon Marina property without written consent of the Marina. Advertising signs, except for boat sale signs, are also prohibited.
10. Laundering and/or drying of clothing on docks, finger piers, on deck or in boat rigging is not permitted.
11. Swimming, diving, or fishing is not permitted from docks or finger piers.
12. The finger piers between slips are for the use of boats on each side and location of private gangways should be governed accordingly. In no case should a single gangway block access to another boat.
13. Boats occupying a berth after 12:00 noon are charged for dockage for that night unless prior arrangements have been made with the Marina.
14. All vehicle parking is limited and governed by the Marina.
15. While at the Marina, vessels shall be maintained in good condition and capable of operating properly, including bilge pumps. The Marina is not liable for water damage caused by failure to maintain properly operating equipment.

16. Speed limit on the Marina roads and parking lot is 10 MPH.
17. Fueling of boats is to be a fuel dock only. No refueling in slips.
18. Overboard dumping of any oil, fuel product or antifreeze is illegal and not tolerated. The Marina provides a receptacle for non-contaminated waste oil. The Marina also provides for disposal of contaminated oil, antifreeze, oily bilge water, diesel, gasoline, and old oil filters. Please contact the Marina management for disposal instructions.
19. No boat may stay in the Marina without proper oil discharge and Marpol plaques properly attached. All boat bilges will utilize oil absorption pads, which will be replaced as needed. Any spills of pollutants into the water will be reported to the Marina immediately as required by law. Owner will also bear the cleanup cost of any environmental damage caused by their boat while in the Marina. The Marina can initiate any environmental cleanup immediately, at the Marina's sole discretion and without prior Owner authorization.
20. No cleaning of fish on the Marina property, except in designated areas.
21. All fish carcasses must be put in garbage bag in dumpster to the North of the Dry Storage Building. No exceptions.
22. Return carts to designated areas and be considerate, leave cart clean for the next person.
23. No vehicles shall be driven down to wet slips.
24. The Marina reserves the right to lease or refuse to lease to any person for any good and pertinent reason, including the condition of the vessel.
25. The Marina may employ security personnel for the protection of the Marina property. Security personnel are not responsible for owner's property protection, including the boat and contents thereof.
26. Vessel owners and their guests shall not take any action which in the exclusive judgment of the Marina would constitute a nuisance, such as loud music, or would disturb or endanger any other vessel owners, their guests and Marina employees or unreasonably interfere with their use of the Marina, nor do anything which would tend to injure the reputation of the Marina or the Dock Bar and Grill.
27. Violation of the above rules and regulations or any other city ordinance, state or federal laws shall be cause for immediate removal from the Marina of the boat in question and termination of the lease at the discretion of the Marina.

The Marina reserves the right to make changes or additions to the above rules and regulations, as it deems appropriate. Any such changes shall be posted in the Marina office. This agreement supersedes any and all prior agreements and leases.

I have read the above policies and procedures.

OWNER:

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Name: