



# OCEAN SPRINGS SMALL CRAFT HARBOR

## JACKSON COUNTY, MISSISSIPPI



1310 HARBOR ROAD | OCEAN SPRINGS, MS 39564  
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### HARBOR RULES AND REGULATIONS

as approved by Jackson County by Resolution dated September 3, 2019

#### A LEASING OF SLIPS:

1. Berthing of a vessel is permissible only through a signed Lease Agreement with Jackson County, Mississippi.
2. Any new Leaseholder must provide, at the time of signing of a Lease Agreement
  - a. Coast Guard documentation or a Registration card from the State of Mississippi in accordance with the Miss. Code Ann. § 59-21-5;
  - b. Current Mississippi Driver's License;
  - c. Proof of residency;
  - d. Certificate of Insurance in the minimum amount of \$100,000 per occurrence, with Jackson County, Mississippi, listed as an "Additional Insured". (not applicable to Licensed Commercial Fishing vessels);
  - e. A Licensed Commercial Fishing vessel (other than a Charter Boat) shall provide a copy of their commercial fishing license, be fully rigged, and operational. Charter Boats shall provide a commercial charter boat license issued by the MDMR;
  - f. Payment of an initial processing fee and first month's rent.
3. In order to permit maximum general public use of the Ocean Springs Small Craft Harbor ("Harbor"), a Leaseholder is limited to one (1) berthing space for any vessel he/she may own, individually (either personally or through a business entity of any type) or co-own with another party.
4. The Harbor defines "Live Aboard" as a Leaseholder who has or will be staying on board the vessel for more than ten (10) overnight stays total within any calendar month. If a vessel is used for more than ten (10) overnight stays within any calendar month, a Leaseholder will be considered a live aboard and will be required to follow the General Regulations Pertaining to Live Aboards outlined in Section C.
5. A Leaseholder that leaves his/her slip for more than seven (7) days requires notification to the Harbor Master or the Harbor Assistant, advising either one of the date Leaseholder expects to return. The Harbor Master has the right to make use of the slip for visitors or transients during such absence. The slip will be returned to the leaseholder upon three (3) days' notice of his/her planned return. A Leaseholder must make regular slip payments during this absence. The vessel that returns must be the vessel listed in the Lease Agreement.

**NO LEASEHOLDER SHALL SUBLEASE OR LOAN HIS/HER SLIP FOR ANY REASON WHATSOEVER. SUBLEASING OR LOANING OF A SLIP BY A LEASEHOLDER WILL RESULT IN LEASE TERMINATION. ONLY THE VESSEL REGISTERED ON THE LEASE AGREEMENT MAY BERTH IN SAID SLIP.**

6. When a Leaseholder's Coast Guard documentation or State of Mississippi registration expires, the Leaseholder must provide the Harbor office staff current documentation for his/her vessel identified in the Lease Agreement. Leaseholder will have sixty (60) days from the latest expiration date to provide these documents. **Failure to do so will result in lease termination.**
7. The monthly berthing rent, in the correct amount, is due and payable on or before the first (1<sup>st</sup>) day of each month and becomes delinquent if not paid in full by the fifteenth (15<sup>th</sup>) day of each month. **There shall be a \$20.00 late charge imposed on delinquent rent.** In the event the rent is not brought current within sixty (60) days from the first (1<sup>st</sup>) day of the month rent became delinquent, the Lease Agreement may be terminated and a Notice of Lease Agreement

Termination will be sent by Certified Mail, Return Receipt Requested to the address shown on the Leaseholder's Lease Agreement. Beginning on the sixty-first (61<sup>st</sup>) day the rent became delinquent, the Harbor Master is authorized to secure, remove and store the vessel at a location of the Harbor Master's choosing and all costs associated with securing, removing and storing the vessel shall be the responsibility of the Leaseholder. Leaseholder agrees to hold harmless all parties involved in the securement, removal and storage of vessel. **It is the Leaseholder's responsibility to pay the monthly berthing rent without further notification.** Monthly berthing rent may be paid only for the current fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>). There will be a \$40.00 returned check fee added to all returned checks plus any additional late fees, if applicable. After two (2) returned checks the Harbor office will require payment by cash only.

8. Included with the monthly berthing rent, the Leaseholder is provided with water and one (1) 30 amp/110-volt power source. If the Leaseholder's vessel requires more amperage and the Leaseholder desires to acquire more amperage, the Leaseholder must first notify the Harbor Master to obtain permission to request a meter from the proper power/electrical company. Once permission is granted, the Leaseholder shall make all arrangements with the proper power/electrical company to obtain a meter. A Leaseholder shall be responsible for any and all hookup fees and monthly expenses incurred on said meter. The harbor shall not be responsible for any expenses incurred on a personal meter. The Leaseholder shall be responsible for providing a lock for said meter and/or box. The Harbor Master will not be responsible for monitoring the use of any personal meter.
9. Upon sale or disposition of the vessel for which a slip Lease Agreement was obtained, Leaseholder must notify the Harbor office. Said vessel shall be removed from the slip within fourteen (14) days from the date sold. The Leaseholder of the slip shall be responsible for ensuring the vessel sold is removed from his/her slip within the fourteen (14) days allotted. From date of sale, Leaseholder may retain his/her lease for ninety (90) days, pending the acquisition of another vessel. The Harbor Master retains the right to authorize a onetime ninety (90) day extension. The Leaseholders is required to provide a notarized Bill of Sale. To exercise this option, the Leaseholder must notify the Harbor Master or Harbor Assistant of his/her intention to do so within ten (10) days of the sale or disposition. Retention of the Lease Agreement will require said Leaseholder to make his/her regular slip fee payments. The Harbor Master has the right to make use of the slip for visitors or transients during this transition. If the Leaseholder acquires another vessel within this ninety (90) day period, the Leaseholder shall, on or before his/her next rent payment is due, execute a new Lease Agreement for the newly acquired vessel, at which time all new registration or documentation regarding ownership of the new vessel is required.
10. In the event of a hurricane watch, hurricane warning, threat of other hazardous weather or in other emergency conditions (including but not limited to fire and fuel spills), the Harbor Master may, in his/her discretion, require that any or all vessels be removed from the Ocean Springs Small Craft Harbor. In such an event, vessels shall be removed from the Harbor within the instructed timeframe. Should the Leaseholder refuse or fail to move or remove his/her vessel from the Harbor within the instructed timeframe, the Harbor Master may secure, move, remove and/or have removed any vessel from the Ocean Springs Small Craft Harbor at the Leaseholder's sole expense. In addition, in the event that the Leaseholder shall refuse or fail to remove his/her vessel from the Harbor when instructed, the Leaseholder shall incur a \$500.00 fine, is liable for any and all damages caused by or to the vessel for failure to remove it, and is subject to his/her lease being terminated. Jackson County, Ocean Springs Small Craft Harbor, the Harbor Master, its employees and agents, acting in the course and scope of their employment shall not be responsible for any damages of any kind whatsoever for securing, relocating and/or removing the vessel. The Leaseholder shall absolve and hold harmless Jackson County, the Harbor, its agents and employees, from any and all liability or responsibility for damage to said vessel or other property caused by or resulting from the securement, relocation, and/or removal of vessel.

11. During times of an emergency, a hurricane watch, hurricane warning, hurricane or threat of other hazardous weather, Jackson County reserves the right to deny entry to the Harbor by any foreign vessel for which a current lease with Jackson County does not exist.

## **B GENERAL REGULATIONS PERTAINING TO USE OF HARBOR**

1. All Leaseholders, visiting vessels, visitors and pedestrian traffic shall comply with all Rules and Regulations of the Harbor and all Local, State and Federal Laws.
2. Operators of vessels, while maneuvering, entering or departing from the Harbor basin shall avoid injuring or damaging the facility or other vessels. The vessel owner is responsible for his/her wake, and must assume full responsibility for any injury to any person or any property damage caused as a result of the operation of his/her vessel, whether operated by owner, his/her agent, guest, or family member. Vessels shall travel at a speed so as to create "No Wake" within the Harbor basin.
3. There shall be no trawling, swimming, skiing or diving from vessels, piers, bulkheads, or reckless vessel maneuvers within the Harbor or its approaches. Pole fishing and drop-net crabbing are permitted from Harbor piers, provided such activity does not interfere with vessel traffic.
4. Prior written approval from the Harbor Master must be obtained before any alterations can be made to any berth, slip, stall, dock, pier, or any other structure in the Harbor facilities.
5. Any defacement or damage to any vessel berth, slip, stall, dock, pier or other structure shall be property repaired and restored by the Jackson County at the vessel owner's expense.
6. No signs or markings shall be placed or made on docks, piers, or other structures without prior written authorization from the Harbor Master.
7. No spotlights, floodlights, engine room heaters or special electrical equipment shall be connected to the Harbor's electrical system without prior written authorization from the Harbor Master.
8. Only vessels that meet ALL federal, state and local requirements, as if underway (aka under way) may be berthed in the Ocean Springs Small Craft Harbor. "Underway" or "under way" means a vessel is not at anchor, or made fast to the shore, or aground. A Leaseholder may not have a dilapidated, unusable vessel in his/her slip in order to keep his/her Lease Agreement. The Leaseholder's vessel is subject to inspection by the Harbor Master during the term of the Lease Agreement. In the event of an emergency, the Harbor Master may, at his sole discretion, board the vessel with or without the Leaseholder's permission. The Harbor Master should make reasonable attempts to obtain Leaseholder's permission, should time allow. Hazardous conditions or any type of discrepancy are to be reported to the Harbor Master or the Harbor Assistant immediately. **Failure to comply with these requirements will result in termination of the Lease Agreement.**
9. There will be no abreast berthing of vessels in the Harbor without prior approval of the Harbor Master.
10. Sunken vessels must be raised or removed as soon as possible. In no event shall a sunken vessel remain more than twenty-four (24) hours. **A sunken vessel remaining more than twenty-four (24) hours may be raised by Jackson County at the expense of the vessel owner and/or Leaseholder and the Lease Agreement may be terminated.**
11. No waste material of any kind (oil, grease, petroleum products, sludge, etc.) shall be discarded or disposed of from any vessel into the Harbor, on the docks, piers, bulkheads, roadways or any of the Harbor facilities. **Creation of any environmental hazard may result in termination of the Lease Agreement, and all fines and clean up fees will be assessed to the Leaseholder/ vessel owner.**
12. Cleanliness in the berthing area is the responsibility of the Leaseholder. Fish-cleaning garbage, fish catches, carcasses and spoilable debris cannot remain overnight on berthed vessels, fishing racks, wharfs, roadways or any other Harbor facilities. **Failure to maintain a clean, safe and sanitary berthing area could result in termination of the Lease Agreement.**

13. No tools, dock boxes, dingys, equipment, materials or other personal items shall be left on the piers, docks, bulkhead, walkways, roadways or any of the Harbor facilities at any time.
14. Leaseholders and visiting vessels with toilet facilities aboard are not allowed to pump, drain or deposit sewage overboard into the Harbor. Violation of this rule will result in termination of the Lease Agreement.
15. Jackson County shall not have any liability for injury to any person, property or thing, from any cause, whatsoever, while any person is using the Harbor facilities. All persons using the Harbor shall assume the entire risk of doing so. Jackson County shall not be responsible for any loss, damage, or injury including but not limited to those caused by or resulting from theft, vandalism, fire or weather to or on vessels or vehicles while using the Harbor facilities.
16. Visiting trailers and all vehicles shall be parked in an orderly fashion within designated areas on Harbor Drive, the parking lot on General Pershing and the parking lot in the Kensington basin. A limit of two (2) vehicles per leased slip is allowed in the parking lots directly in front of the leased slip or in the parking lot adjacent to the Harbor office. **Parking rules will be strictly enforced.**
17. All visiting vessel or craft must register with the Harbor office for berthing privileges or tie-ups in the Harbor prior to docking in the Harbor. **Visitor's berthing fees will be \$25.00 per day plus applicable sales tax. The monthly visiting vessel rate will be \$330.00 plus applicable sales tax for all vessels.** This monthly rate will begin on the first (1st) of each month. Visiting transient vessels are **NOT** permitted to sell seafood or any other products and services on the Harbor premises. Visitors shall comply with all Harbor Rules and Regulations, and all Local, State and Federal laws. **The duration of stay of a visiting vessel will be determined by the Harbor Master.**
18. No slip lease will be granted for any commercial fishing vessel in excess of seventy (70) feet in length and no slip lease will be granted for any recreational/pleasure vessel in excess of fifty (50) feet in length. **NO EXCEPTIONS.**
19. No bicycles, motorcycles, motor scooters or similar vehicles are allowed on Harbor piers, docks or walkways.
20. No unnecessary noise or disturbances aboard vessels or on Harbor piers, docks or walkways will be allowed. The judge of unnecessary noise or disturbance will be the Harbor Master and/or local law enforcement.
21. Any person other than the owner, or the owner's authorized personnel or agent, visiting a vessel in the Harbor must present **WRITTEN PERMISSION OR A VISITOR'S PASS** from the vessel owner when not accompanied by the vessel owner.
22. A Leaseholder may exchange slips with another Leaseholder who has a slip in the same basin provided both Leaseholders agree to the exchange. Leaseholders desiring to exchange slips must complete the proper form with the Harbor staff. The Harbor Master will either approve or disapprove the exchange on said form. If approved, the Leaseholders must execute new Lease Agreements for the new slips prior to the actual, physical exchange of slips. In order to exchange slips, all rents must be current and a \$50.00 fee must be paid.
23. A vessel owner shall transport fuel at his/her own risk and accept full liability for any damage a loss caused or sustained to Harbor facilities and/or his/her own property.
24. No generators may be operated in the Harbor area between sunset and dawn.
25. The restroom, showers and laundry facilities located in the back of the Harbor office are not for use by the general public. Access and use of these facilities are for Leaseholders and transient vessel owners who are temporarily staying in the Harbor. Access codes given to Leaseholders and transient visitors are not to be given out. Guests of Leaseholders or transients may use the facilities if escorted by the vessel owner. Facilities should be left in a neat condition. Any problems should be reported to the Harbor office.

**C GENERAL REGULATIONS PERTAINING TO LIVE ABOARDS:**

The Harbor defines "Live Aboard" as a Leaseholder who has or will be staying on board the vessel for more than ten (10) overnight stays total within any calendar month. A Leaseholder that desires to become a live aboard must comply with the following guidelines:

1. The Leaseholder must first apply with the Harbor Master for a live aboard permit.
2. The Leaseholder shall obtain a live aboard permit prior to living aboard.
3. The vessel must be suitable for living purposes.
4. There will be a \$50.00 fee, plus tax, to receive a permit to live aboard.
5. All live aboard vessels must be at least thirty (30) feet in length.
6. Live aboards shall be the owners of the vessel they live on.
7. No more than two (2) adults over the age of twenty-one (21) shall be permitted to live aboard the vessel.
8. There shall be no dumping of waste into the Harbor. Use of the pump-out station or contract waste haulers is required and receipts from the company responsible for pumping must be made available to the Harbor office upon request.
9. No changes shall be made to any part of the berthing slip or Harbor area without prior written approval of the Harbor Master.
10. Living aboard a vessel in a leased slip without a permit could result in termination of the Lease Agreement.
11. A live aboard permit may be revoked at any time for violation of any of Harbor Rules and Regulations or if the vessel becomes unsuitable for living purposes.
12. Live aboard monthly rate will be \$330.00 plus applicable sales tax.
13. If a vessel is used for more than ten (10) overnight stays within any calendar month, a Leaseholder will be considered a live aboard and will be required to follow the General Regulations Pertaining to Live Aboards outlined in Section C or be subject to termination of the Lease Agreement.

**D ENFORCEMENT AND SEVERABILITY:**

1. The Harbor Master is an authorized employee of Jackson County, Mississippi. Enforcement of the Harbor Rules and Regulations is a responsibility of his/her position. If the Harbor Master is unavailable, enforcement of any and all Harbor Rules and Regulations will be carried out by the County Administrator and/or his/her designee.
2. Upon violation of any of the foregoing Harbor Rules and Regulations, the County Administrator reserves the right to terminate a Lease Agreement.
3. Any violation of the above rules and regulations, breach of lease, disorder, indecorous conduct by a Leaseholder, his crew, or guests, or any inappropriate conduct that disturbs other Leaseholders, the public or the Harbor staff shall be cause for immediate removal of the violating Leaseholder's vessel from the Harbor and termination of the Lease. Violations may also result in Leaseholder's loss of future use privileges of the Harbor.
4. Circumstances or situations which may arise that are not covered by the Harbor Rules and Regulations are subject to the determination and decision of the Harbor Master and/or the County Administrator.

If any of the Harbor Rules and Regulations is determined to be invalid, the remainder of said Harbor Rules and Regulations shall remain in full force and effect. The Harbor Rules and Regulations shall supersede any and all previous rules and regulations regarding the Ocean Springs Small Craft Harbor.

APPROVED AND DATED: \_\_\_\_\_

Kenneth E. Taylor, President  
Jackson County Board of Supervisors  
September 3, 2019