



## Marina « FORT LOUIS » *Police regulations*

*These regulations apply to the whole of the area located at the northwestern end of the large pond of Simpson Bay in Marigot, Saint Martin, and the harbor facilities granted today.*

### **CHAPTER I: RULES APPLICABLE ON THE WATER**

*Rules applicable to all users of the harbor*

#### ***ARTICLE 1: Access***

- The use of the Marina is reserved for pleasure vessels only and their passengers or crew members.
- Access to the Marina is prohibited to beach gears and is authorized to seaworthy vessels only, as well as those in danger or in damaged condition.
- The Harbor Master's Office is competent to assess whether the entry of the vessel in danger or damaged shall be allowed.
- The Harbor Master's Office is competent to assess whether the departure of one or several, or even all of the vessels is not necessary due to circumstances such as force majeure, hurricane, and sea conditions.
- Vessels that are likely to endanger the safety of other vessels or vessels that do not meet the seaworthy standards shall be refused within the harbor boundaries.
- Access to pontoons is reserved to vessel owners only and their guests outside the Marina opening hours.
- Fishing is prohibited within the marina waters and the navigable waterways, or in general within the harbor.
- Children under 12 years shall not be admitted on the docks without an adult person and civilly responsible.
- Pets shall not be tolerated within the marina unless on a leash and under the conditions that they do not disturb public order.
- Swimming and water sports are prohibited within the waters of the Harbor and the navigable waterways, except in the case of authorized festivals or sports competitions.
- Those responsible for these events are required to comply with the instructions they will be given by the Harbor Master's Office for the organization and sequence of the said events.
- Companies wishing to organize sporting events must inform the Harbor Master's Office two months prior to the scheduled date.
- The Harbor Master's Office may refuse the said events. It shall be invited by the Clubs to attend the preparatory meetings, and eventually take all useful measures to ensure the smoothly sequence of such events. The owner or crew members of vessels calling at a late hour shall in the first place, consult the sign posted outside the Harbor Master's Office indicating the position of available slips at the end of the day for vessels calling at the harbor. Any boat found in a slip already assigned shall be moved the next morning, at the risk and expense of the owner.



- At the opening of the Harbor Master's Office, the owner or crew member shall make the entry declaration.

#### ***ARTICLE 2: Navigation title and insurance***

- Upon its arrival, the vessel shall be declared to the Harbor authorities at the Harbor Master's Office, and upon request, shall provide the following documents or justification :
  - Certificate of registration / flag letter / national title of navigation
  - Supporting documentation of seaworthiness controls
  - Proof of ownership and name and capacity of the person in charge on board
  - Certificate of insurance covering minimum risks and damages caused to third parties, as well as refloating and removal of the wreck in the event of damage 8 within the administrative boundaries and surrounding areas of the harbor.

#### ***ARTICLE 3: Competences of the marina personnel***

- The Harbor Master's Office sets orders of entry and exit of vessels in the Marina; Boat crews must comply with its orders and while maneuvering, shall take all necessary measures to prevent accidents or damages.
- The Harbor Master's Office shall be solely entitled to determine the number of pleasure boats likely to be accepted as well as their slip assignment.

#### ***ARTICLE 4: Declaration of entry and exit***

- Any vessel entering the Marina for an overnight is required upon arrival to make a declaration of entry to the Harbor Master's Office and sign a contract for temporary use of dock or mooring.
- In case of changing the departure date, a supplementary declaration must be immediately made to the Harbor Master's Office.
- The vessel shall make a declaration of departure to the same office at the final exit of the vessel

#### ***ARTICLE 5: Navigation within the harbor***

- The maximum speed of boats in waterways and access channels is 3 knots, or 5.4 km / h within the administrative boundaries of the harbor.
- Motor boats may only navigate within the Harbor to enter and exit, change berth or get to a fuel or repair station.
- Sailboats shall be operated under power when navigating within the Harbor.
- Grounding and launching of pleasure boats or beach gears are prohibited within the administrative boundaries of the marina except if expressly authorized by the Harbor Master's Office in areas dedicated to this purpose.

#### ***ARTICLE 6: Rules of mooring and anchoring***

- Except in case of absolute necessity arising out of immediate danger, mooring in the waterways, channel access, and generally, in the whole of the harbor is prohibited, with the exception of the mooring areas indicated by the Harbor Authorities.
- Mooring of vessels is only permitted in mooring areas dedicated to this purpose, within the marina.



- Only the Harbor Master's Office may grant other areas of mooring within the administrative boundaries of the Harbor, so-called “forains” moorings that shall be subject to the same rules as within the Marina.
- Coupled docking is tolerated but may be prohibited if necessary.
- If necessary, all precautions indicated by the Harbor Master's Office shall be taken and in particular, coupled moorings, instructions to move away from the facilities, occupy every second slip, and leave the Marina for a safer place.
- The owner or crew cannot refuse to take or to let loose a hawser or any mooring line to facilitate the maneuver of other vessels.
- The location of the slip assigned to each vessel for temporary users, whatever the duration of the stay within the marina, is fixed by the Harbor Master's Office.
- The allocation of slips is carried out within the limits of slips available within the Marina. Only the Harbor Master's Office may grant permission to so-called “forains” moorings by way of derogation outside the boundaries of the Marina to the location that it shall indicate to the vessel within the Harbor.
- The duration of the stay of vessels is fixed by the Harbor Master's Office depending on available locations. The locations of slips are unmarked.
- Temporary user is required to change location if for reasons of police or operating this change is requested by the Harbor Master's Office.
- He is required to leave the marina (when security is assured) upon first injunction of the Harbor Master's Office if, due to lack of available slips, the latter was granted a slip that was already assigned but temporarily available.

## **CHAPTER II: RULES FOR THE CONSERVATION OF STRUCTURES, HARBOR INSTALLATIONS AND FACILITIES AND THEIR OPERATION**

### ***ARTICLE 7: Monitoring***

- The Harbor Master's Office must be able, at any time, to require the owner of vessel or, where applicable, the crew or the guard.
- Generally, the owner must ensure that, at all times and in all circumstances, his vessel causes no damage to the Harbor facilities or other vessels, nor interferes with the operation of the marina. In addition, he shall also provide proof of insurance covering such risks.
- The Harbor Master's Office is qualified to carry out or have necessary judged maneuvers to be carried out at the exclusive expense of the owner, and without the responsibility of the owner being released.
- Unless necessary, all movements or maneuvers performed upon the request of the Harbor Master's Office shall be subject to a 24 hour notice, notified to the address of the owner and affixed on the vessel at the same time



- If absent, the owner of the vessel is required to communicate the name and address of the person in charge of the vessel to the Harbor Master's Office. In case of absence of the latter, the Harbor Master's Office may require as necessary, additional manpower at the risk and expense of the owner.
- No vessel shall be used as a permanent housing without the express consent of the authorities of the Harbor.

#### ***ARTICLE 8: Security***

- It is strictly forbidden to light fire or barbecue on the docks and in the Harbor facilities, and to place naked flame light.
- Heating, air conditioning, lighting, and all electrical equipment must comply with the regulations in force for buildings of the category.
- Extension power cords implemented by users shall comply with the legislation in force, shall not present any risk, not soak in water, or cluttering up the pier.
- The use of devices and installations that prove to be defective may be prohibited by the Harbor Master's Office. To avoid any risk of explosion, the use of an open flame near flammable materials is strictly prohibited.
- Smoking during refuelling operations of the vessel is strictly prohibited.

#### ***ARTICLE 9 – BOAT CONDITION***

- All vessels docked in the marina must remain in good condition of maintenance of buoyancy and safety. They must also be able to leave the Harbor under their own power.
- Should the Harbor Master's Office observe that a boat does not meet the above criteria or is likely to endanger the safety of other vessels and the harbor facilities, notice shall be served to the owner or his representative to proceed to the removal of the vessel within 15 days as from the said notification. Otherwise, the Harbor Master's Office shall be entitled to remove the vessel from the administrative boundaries of the harbor at the expense, risk and peril of the owner, without prejudice to the penalties incurred.

#### ***ARTICLE 10: Hazardous Materials***

- Owners shall not keep on board any hazardous or explosive substance, other than fireworks or regulatory machinery and the combustible fuels necessary for their use.
- The facilities and equipment specific to these fuels must comply with the regulations in force for buildings of the category.
- Fueling will be done exclusively at locations reserved for this purpose.
- However, tolerances may be allowed for jerrycans of a volume less or equal to 20 liters. Parking is allowed the time needed for the refueling operation only.

#### ***ARTICLE 11: Fire safety regulations***

- In case of fire on the docks of the marina, or in urban areas nearby, all vessels shall follow the precautionary measures indicated by the Harbor Master's Office.
- In case of fire aboard a vessel, the owner, the crew or the guard must immediately notify the Harbor Master's Office and firefighters from the town of MARIGOT.



- If a sinister is declared aboard a vessel, the direction of the operation on board is the responsibility of the captain of this vessel. However, it is specified that the Harbor Master's Office is judge of the measures to take in order to avoid or limit the extension of the disaster as well as the opportunity of moving, either the vessel or vessels nearby or any neighboring equipment.
- The Harbor Master's Office may require the help of the crew of other vessels.

#### ***ARTICLE 12 – WORK***

- Inside the marina and its dependencies, all work likely to cause a nuisance is prohibited, it is forbidden to build, refit, and demolish vessels.
- All other external work shall be subject to an authorization of the Harbor Master's Office.

#### ***ARTICLE 13 – NOISE***

- It is prohibited to carry out on docked vessels any work or testing of engines that may cause nuisance in the neighborhood.
- Also, loud noises from radios, televisions or other apparatus must not cause any inconvenience to the other users of the Harbor.

#### ***ARTICLE 14: Monitoring of the vessel by the owner or the person in charge***

- When a vessel sank in the marina or in the waterways, the owner is required to remove or dismantle the vessel after having obtained the agreement of the Harbor Master's Office that shall set the deadlines for the beginning and the completion of the work. These without prejudice to the payment to the marina of the corresponding temporary occupation contributions that shall in no case constitute an authorization of occupation of the public domain. In case of emergency due to an imminent danger, the procedure shall be defined by the Code of maritime ports.

#### ***ARTICLE 15: Harbor environmental protection***

- It is forbidden:
  - to use toilets discharging into the sea in the Harbor;
  - To discharge debris, garbage, unsanitary liquids, sewage or any materials on the facilities and into the waters of the administrative boundaries of the Harbor.
  - Vessels that are not equipped with black water drain installation must enable the harbor authorities to seal the toilet.

### **CHAPTER III: RULES APPLICABLE TO THE CIRCULATION AND PARKING OF VEHICLES AND PEDESTRIANS**

#### ***ARTICLE 16: Traffic and parking of vehicles:***

- Motorized land vehicles other than electric vehicles fitted on the pontoons are strictly forbidden within the marina.



- Derogations may be granted by the Harbor Master's Office to bring on board vessels some equipment and only for the time allotted to this operation.
- Any land motorized vehicles in violation on the docks and access roads to the Marina shall be subject to fines issued by officers of the Harbor Police.
- Goods of victualing, armament materials and various objects from vessels or intended to be loaded aboard, shall remain on the docks, mooring piers and embankments only for the time required for their handling, under a penalty of removal at the expense, risk and peril of the offenders to the diligence of the Harbor Master's Office.

## **CHAPTER IV: SPECIFIC RULES**

*Special rules for vessels moored for a long period (> 1 week)*

### ***Article 17 – Personal security of guarantee of use agreement***

- The guarantee of use is granted personally by the concessionaire and shall not be transferred nor leased.
- In the case of sale or renting a vessel with an assigned slip in the marina, the seller or the lessor shall make the declaration to the Harbor Master's Office upon the closing of the sale or signature of the lease.
- In the case of sale of a vessel, the concerned slip may in no case be subject to a transfer of right of enjoyment on the part of the licensee, to the benefit of the new owner. The Harbor Master's Office may assign another slip to the vessel, object of the transaction.
- Mooring right may be granted to commercial companies for passenger transportation within the framework of an agreement between the concessionaire of the marina and the Commercial Company in question.
- Each year and in accordance with specific provisions defined by an agreement, these companies shall be required to submit the certificates of insurance and seaworthiness certifying the good observance of safety regulations to the concessionaire of the marina and to the Collectivity of SAINT MARTIN.

### ***ARTICLE 18: Declaration of absence***

- Any beneficiary of an agreement of guarantee of use superior to 1 week shall make a declaration of absence to the Harbor Master's Office, whenever the latter is required to leave the marina for a period of more than three days.
- This declaration shall specify the return scheduled date.

### ***ARTICLE 19 – FEES***

- Fees are daily, or monthly or semi-annual, or annual, payable in advance and non-recoverable.





- A tariff regularly issued by the Harbor Master's Office may be claimed.
- The guarantee of payment is ensured by the deposit of a down payment, a credit card imprint or the boat registration documents or any other warranties accepted by the Harbor Master's office.

## CHAPTER V: LIABILITY

### *ARTICLE 20: Damages*

- The Marina authorities shall in no case be held liable in the event of theft, fire and damage that any vessel, their content and their passengers might be the victims of.
- Damages are to be repaired at the expense of those who have caused them without prejudice to any sanction other than the fine "*contravention de grande voirie*" issued against them.
- Marina users that may suffer damage to their vessel or installations by other users of the Harbor shall be responsible, without recourse against the Harbor authorities, for legal measures that they eventually may take in order to obtain compensation for the damage that was caused to them.
- Users are also solely responsible for theft or damage that they may observe aboard their vessel or within their facilities and the Harbor Master's Office shall not be held liable in this regard.

## CHAPTER VI: GENERAL PROVISIONS

### *ARTICLE 21: Various prohibitions*

- Users of the marina may in no case modify the harbor facilities at their disposal.
- They are required to report without delay, to the Harbor police officers, any degradation that they may observe on the facilities at their disposal, whether of their own doing or not.
- They are responsible for damages they may cause to these facilities, except for cases of force majeure.
- Any commercial activity even under an itinerant form unauthorized by the Collectivity of SAINT MARTIN or the concessionaire's representatives of the marina is prohibited inside the marina, on land as well as on water. The same shall apply to commercial advertising.



- Laundry shall not be done on pontoons. It is prohibited to hang laundry to dry outside the vessel during the day.
- Clandestine work, i.e. any activity performed by a natural or legal person not having requested registration with the directory of trades or the Register of Commerce and not having met the fiscal and social obligations inherent to the said activity is prohibited.

#### ***ARTICLE 22: Ascertainment of offenses***

- Violations to these regulations and all other offenses or violations relating to the Police of the marina and its dependencies shall be recorded in accordance with the regulations in force.
- The non-compliance with these regulations may lead the Harbor Master's Office to take sanctions which may result to the prohibition of the use of the marina for the offender.
- Each report is transmitted, according to the nature of the offense or ascertained violation, to the officer responsible for the continued repression of the offense.
- In the event of dispute between the parties, only the Court of SAINT MARTIN shall be competent.