



## **OPERATING REGULATIONS OF MOORING AND LIGHT EQUIPMENT ZONES ON THE TERRITORY OF THE COLLECTIVITY OF SAINT MARTIN**

*Appended to the Police Regulation Order  
of the Marigot mooring area dated January 5, 2023*

### **ARTICLE 1: PURPOSE**

The purpose of these regulations is to define the terms and conditions under which the Saint Martin Port Authority may grant berthing agreements to individuals or corporations within the mooring and light equipment zones (ZMEL) under its management. It complements the police regulations to which it is appended.

The agreement constitutes a right of mooring for a boat, in an area defined on the attached plans, at a geographically located station. This agreement is between the port authority, hereinafter referred to as the operator, and the beneficiary.

These agreements can be for short-term occupancy for passing ships or for long-term agreements reserved for island residents.

### **ARTICLE 2: DESIGNATION OF CONTRACTED MOORINGS**

Each mooring is designated by the indication of the line and the number of its location in the line (E.g.: A, N°2).

### **ARTICLE 3: OPERATOR'S ATTRIBUTIONS**

**3.1-** The operator shall arrange for placement of beneficiaries, ensure proper maintenance of facilities. It may proceed with the installation of new moorings or their change of destination (passage/residents) which it shall make available to users.

**3.2-** The Operator shall not be held responsible for any damage, deterioration, or theft of the beneficiaries' boats by a third party.

Similarly, the operator cannot be held liable for the fault, negligence, or carelessness of the beneficiaries.

**3.3-** In case of extreme emergency, the Operator may request the person in charge of the Police to intervene directly on the beneficiary's boat, in the event that the boat causes a danger or threat to itself or to other boats, due to its mooring, water or fire.

**ARTICLE 4: BENEFICIARY’S OBLIGATIONS**

All users must identify themselves and register with the port authority as soon as they enter the administrative limits of the port of Saint Martin.

Prior to any occupation of the mooring and except in cases of force majeure, the beneficiary must make a request at least 48 hours in advance to the Saint Martin Authority, reservations department located at the Fort-Louis marina, by e-mail at the following address: [reservations@marinafortlouis.com](mailto:reservations@marinafortlouis.com) or by phone at +59(0) 590 77 31 26.

In the event that a vessel occupies a mooring without prior reservation, it must imperatively declare itself to the operator within one hour of its arrival or, in the event of arrival outside of opening hours, within one hour of the operator's activity.

**4.1-** The beneficiary's mooring can only be occupied by the vessel which he owns or co-own and whose name and characteristics are known to the Operator, unless the Operator expressly agrees, in exceptional cases of limited duration.

Any transfer of the agreement or rental of the site is prohibited without the express agreement of the operator and under the conditions set by him. In the event that the operator finds that the beneficiary has contravened this prohibition, the occupation agreement shall be terminated by the operator as of right and the fee shall be retained.

**4.2-** The beneficiary is subject to police and safety regulations.

**4.3** The beneficiary shall provide evidence at the time of issuance or renewal of the permit, of insurance covering liability for the following risks:

- damage to the works,
- removal of the submerged wreck,
- damage caused to third parties.

**4.4-** The costs of any repositioning of the moorings as a result of negligent maneuvers or acts shall be borne by the beneficiary.

**4.5-** The beneficiary of an occupation of more than 48 hours who releases his mooring, for a period exceeding 48 hours, must advise the operator, indicating the probable date of his return. During this absence, the beneficiary accepts that his place is occupied by a boat authorized by the operator.

**ARTICLE 5: TERM OF OCCUPANCY AGREEMENT**

The authorized periods of occupancy are :

- Day
- Week
- Month
- Year

The opening hours are as follows :

<u>High season</u>	<u>Low season</u> ( June 13 to November 13)
<ul style="list-style-type: none"> <li>• Monday to Friday: 8am - 6pm</li> <li>• Saturday: 8am - 5pm</li> <li>• Sunday and holidays: 8am - 12pm</li> </ul>	<ul style="list-style-type: none"> <li>• Monday to Friday: 8am - 12pm / 2pm - 5pm</li> <li>• Saturday: 8am - 3pm</li> <li>• Sunday and holidays: 8am - 12pm</li> </ul>

During the months of September and October, the Harbour Master's Office is closed on Sundays and public holidays. Waterfront reception available from 8am to 12pm - VHF 16.

If this is not the case, and provided that the site thus occupied is not already reserved, the fee shall be increased by 10%.

#### **ARTICLE 6: FEE**

The occupation agreement of a berth is granted in return for the payment of a fee. The amount is voted by the Board of Directors of the Saint Martin Port Authority and displayed at the entrance to the mooring and light equipment zone (ZMEL) and can be consulted on the websites of the port facility and the Marina Fort Louis:

<https://www.portdemarigot.com>  
<https://www.marinafortlouis.com>

as well as at the headquarters of the port facility, Baie de la Potence, Galisbay, Saint Martin.

The amount of the fee is set according to :

- Of the length of the vessels;
- The duration of the parking

The fee shall be paid prior to any occupation or, exceptionally, within one hour of the vessel's arrival at the mooring.

With the exception of annual occupancy fees, which may be paid quarterly, all other terms of occupancy are subject to cash payment upon reservation.

In case of cancellation of the reservation at the latest 24 hours before the scheduled start of occupancy or in case of early departure with respect to the duration initially planned, the beneficiary shall benefit from a refund of the corresponding part of the fee reduced by 20% for management costs.

In the event of termination of the agreement, in the interest of the occupied Public Domain or for any reason of general interest, the compensation provided for in Article 7 shall be calculated on a pro rata basis for the time remaining after termination.

For the purpose of calculating the above refund or termination fee, the unit of time shall be the number of days.

As an exception to the above, no compensation or refund is due for daily occupancy.

#### **ARTICLE 7: TERMINATION**

The occupancy agreement may be terminated, and the fee nonetheless acquired, if applicable, for the following reasons:

- Non-payment of fees
- Transfer or sublease
- Non-use or abnormal use of the facilities
- Lack of insurance
- Non-compliance with the Operating Regulations or Police Regulations

In the event that the authorization granted to the operator to occupy a mooring is terminated in the interest of the Public Domain occupied, or for a reason of general interest, before the expiration of the validity of the agreement, the beneficiary shall be compensated up to the

amount of the fee corresponding to the period during which he was unable to occupy the site that was dedicated to him.

The beneficiary shall also be compensated under the same conditions if, without his agreement being terminated, the site dedicated to him was no longer available and he could not benefit from a new mooring site in exchange.

#### **ARTICLE 8: TERMS AND CONDITIONS FOR THE ALLOCATION OF MOORINGS**

Moorings are allocated in the order of receiving complete applications. The list of required documents is available at the port facility, reservation department located at the marina Fort-Louis. [reservations@marinafortlouis.com](mailto:reservations@marinafortlouis.com) or by phone at +59(0) 590 773 126.

For moorings rented by the month or by the year, the request for occupancy or renewal must be made respectively within 15 days or three months prior to the desired start of occupancy or the end of the existing agreement.

In the event of failure to comply with these deadlines, the beneficiary shall not be able to claim any right of occupancy.

An applicant may also be removed from a waiting list for the following reasons:

- Non-renewal of registration within the time limit
- Refusal of two proposals (consecutive or not) for an agreement made by the operator.
- No response to a proposal made by the operator

The waiting lists are updated monthly, after the operator has allocated the vacant places. The waiting lists are posted on the operator's website and at the port establishment, reservation department located at the marina Fort-Louis. [reservations@marinafortlouis.com](mailto:reservations@marinafortlouis.com) or by phone at +59(0) 590 773 126.

#### **ARTICLE 10: SPECIFIC CO-OWNERSHIP CASE**

Co-ownership concerns the vessel and not the place of occupancy, which is always attributed to the holder, who is solely responsible to the operator. The holder must always have a majority in the co-ownership.