

**CAROLINA MARINA MASTER CAMPUS RULES
TERMS AND CONDITIONS (Updated July 2020)**

**EXHIBIT “A” RULES AND REGULATIONS
(To Carolina Marina Master Slip/Space Rental Agreement)**

Rules and Regulations

1. Conduct. Owner and Owner’s guests, for whom he/she is responsible, agrees to conduct him/herself at all times while at Marina in a manner that does not create annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.

(a) Owner and Owner’s guests will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power equipment and tools may be used only between 8:00 am and 6:00 pm weekdays. Any work or other activities that are a nuisance to others will not be permitted. Work is prohibited on weekends and holidays.

(b) Pets are permitted at the Marina only if they are not a nuisance. Owners are responsible for the actions of their pets. This agreement may be terminated by Marina if Owner’s pet, or the pet of Owner’s guest, creates a nuisance. Examples of nuisance behavior include but are not limited to; toileting on Marina property or on the property of others, (unless Owner removes all traces of waste material and disposes of them in a closed container (i.e. zipped plastic bag) then placed in a trash receptacle); noise, threatening demeanor, running at large. Pets must be on a leash at all times. Pets may not be tied on docks, walks or land and left unattended for any period of time. Fences are not permitted.

(c) Fishing and cast netting are not permitted from docks or slips. Owner may fish from his/her vessel only if the activity does not disturb other guests or damage or foul the property of another, and if equipment, catch and residue are contained on the vessel. Cleaning fish on the docks and finger piers, and the disposal of fish parts in waters or grounds of Marina is prohibited. All residues from cleaning fish shall be retained on board for proper disposal or sealed in plastic bags and placed into upland dumpsters provided by Marina (not in trash cans).

1. Swimming and diving shall only be permitted from a member’s vessel.
2. Rigging shall be secured to prevent undue noise.
3. Owner agrees not to hang laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina.
4. Security gates and restroom doors are to be kept closed and locked at all times. Persons other than Owners and their guests should be reported to

Marina and/or Marina security. Owner must cooperate with Marina security and Marina Neighborhood Watch at all times.

5. Firearms, loaded or unloaded, are not permitted on Marina property. This will result in immediate termination of Owners lease agreement.

6. ATVs and dirt bikes are not permitted on Marina property.

7. Two golf carts are allowed per lot. Customers must register carts with Marina and must present proof of insurance. Drivers must hold a valid driver's license or be a minimum of 18 years of age.

8. Bicycle, motorbike, motor scooter, skating or skateboard riding on docks, finger piers, or anywhere on Marina property is prohibited.

2. **Contraband and related matters.** Possession of contraband and prohibited items and substances, including but not limited to illegal drugs and narcotics, unlicensed weapons, unlawful weapons and loaded firearms is prohibited. Marina has a firm policy of cooperation with all local, state and federal agencies in the execution of its "Zero Tolerance" responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest(s) by any agency for a suspected offense covered by this provision will result in immediate termination of the any rental agreement prior to final legal disposition.
3. **Contractors.** Owner agrees to use only Marina approved contractors or service personnel. All outside contractors and /or service personnel must register at Marina office prior to working on the Marina property. Contractor(s) and/or service personnel must also provide to Marina proof of insurance (liability policy) naming Marina as co-insured prior to performing any and all work at Owners slip/space. Marina will not be held liable for any work performed by any outside entity. No work may be performed on the piers or docks, which might result in piers or docks being damaged, scarred, and stained and such activity must not obstruct normal use and traffic. Management at the Marina must be notified in writing prior to commencing all work.
4. **Emergencies.** Owner must maintain his/her vessel in a state of constant readiness for movement in case of fire or emergency. Owner will notify Marina if propulsion machinery is inoperative and will remain so for more than 48 hours, and will advise of action being taken to restore machinery to operable condition. In an emergency, Marina reserves the right, but not the responsibility, to take such action as necessary and prudent to safeguard Owner's vessel and adjacent vessels and property of Marina. Owner agrees to pay Marina all charges for services rendered on behalf of Owner and Owner's vessel in an emergency situation, to include charges for Marina staff and materials and/or costs of

hiring a contractor to move or remove the vessel and make any repairs required to make the vessel safe and operable so as not to endanger life, property or natural environment.

5. **Exclusive use.** Marina and Owner and Owner's guest(s) alone may use the shore side toilets and shower facilities, except for the facilities adjacent to the Marina Store designated for use by the general public.
6. **Fires, fueling and dangerous conditions.** The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited except in those areas designated by the Marina. Cooking aboard vessels is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard or other local or state agency. The fueling of vessels is permitted only at the Marina fuel docks. Fuels shall be stored only in tanks integral to the vessel, except that not more than two portable fuel cans, properly rated as fuel containers, may be kept on board if secured in the vessel, to prevent shifting or spillage of fuel. Owner agrees to correct immediately any dangerous or hazardous condition on his/her vessel, or caused by his/her vessel, upon notice of such condition.

Gasoline and other petroleum products, explosives and incendiary hazardous materials, including environmental hazards, may not be left on docks and may not be stored in dock boxes. Such materials, if found unattended, will be removed and disposed of by Marina at Owner's expense.

Fueling operations. North Carolina and Federal Law and the Marina prohibit any discharge into waters of State, including the Marina. Owner is responsible for assuring that his/her vessel does not discharge, either by venting or by overflowing the filler, into the Marina waters. Precautions must be taken to catch or absorb the overflow. Owner or his/her attendee, not a child, shall attend the fuel nozzle throughout the fueling operation until the nozzle is shut off at the hook. Owner is responsible for paying for fuel at the Marina store. Marina employees are not permitted to attend Owners vessel at fuel docks in absence of the Owner. Owner is not permitted to fuel any other equipment other than his/her vessel at Marina fuel docks. Portable fuel containers, properly rated as fuel containers, are permitted to be fueled at Marina fuel docks. Before fueling vessels, close hatches, doors and ports. Shut down engine(s), motors and equipment. Do not top off tank and do not smoke at Marina fuel docks. After refueling, clean up any spillage, open hatches, doors and ports, ventilate bilges and cabin and operate bilge blower.

7. **Insurance/loss.** Owner agrees to have his/her vessel insured by liability and casualty insurance and to be held responsible for damage caused to other vessels at Carolina Marina or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at Carolina Marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however arising. Owner acknowledges that he/she has been advised that Marina makes no representation or warranty that Marina offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge. Owner is/are fully responsible for all consequences of the

continuing presence of his/her vessel in the Marina. Owner agrees to hold Marina harmless and shall indemnify Marina against all claims, actions, proceedings, damages, and liabilities, including attorneys' fees arising from or related to any claims for damage to other person's property, or any other claims that may arise from the presence of Owner's vessel in the Marina. Owner shall produce evidence of, and hereby has covenanted and agreed that he/she has casualty and liability insurance in full force and effect, and understands that Marina is relying upon the owner having proper insurance, that may include marine hull insurance or a named peril or a P&I policy. Owner agrees that he/she is fully responsible for making arrangements for the safety and protection of his/her vessel and appurtenances. Owner authorizes Marina to remove his/her vessel from Marina, at Owner's expense, if Owner fails to remove said vessel after receiving notice from Marina that the vessel is imperiled or represents a threat of damage to Marina property or to property of a third party.

8. Parking. Owners are allowed to park two vehicles at their lot. All motor vehicles parked in Marina lots must meet current State Motor vehicle registration and inspection requirements, present a good appearance, and are in a serviceable condition. Owners shall not park motor homes, travel trailers, boats, water-sports equipment and boat trailers on Marina property. Marina may from time to time authorize temporary overnight parking of such possessions if space is available. Marina provides, based on space availability, a storage facility for such possessions. The fee for storage for such items is separate from this agreement. Marina prohibits anyone from sleeping overnight in any vehicle or staying or camping overnight on Marina property except aboard properly assigned vessels. No overnight parking is permitted at Marina ramps or in common areas. Parking is provided for one trailer per slip, lot, or dry stack slot. Owner must obtain trailer sticker and be assigned a location by Marina.

9. Payment.

(a) Dockage fees and electrical and other service fees shall be paid for in advance. An open credit card account or monthly draft covering the anticipated total is acceptable. If payment in another form is not received when due, the open credit card account may be used for payment of balances due, including payment for Marina gate keys not returned.

(b) Payments due for dockage for the Annual rate are to be paid to the Marina either in advance for the year or by way of approved bank draft. All drafts will be made either on the 1st or 15th of each month in advance for the following month. All Annual rate payments to the Marina that are not on approved bank draft must be received on or before the due date. Payments not received by this date are subject to a 10 % late penalty of the total charges.

(c) Marina has the right to terminate this agreement if payment is not received within 30 days of its due date. Marina has the right to remove Owners vessel from its slip/ space if terminated, at Owner's expense.

(d) As an additional remedy for enforcement of rents and collection of any other charges, Owner hereby authorizes Marina to sell the vessel at a non-judicial sale in the event of non-payment for rent and all service fees that remain unpaid or unsatisfied for 30 days following the maturity of the obligation to pay any such charges. Owner understands that Marina has certain statutory liens and charges pursuant to Chapter 44A of the North Carolina General Statutes and that, as to the Marina's enforcement of lien by sale pursuant to N.C.G.S. Section 44A-4, Owner is waiving his or her rights to any further notice or hearing that may otherwise be applicable under N.C.G.S. Chapter 44A.

10. Storage on docks/docks. Owner will not place any supplies, materials, accessories or debris on walkways, piers or fingers and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Owner's vessel in a manner that will not impede use of finger pier by others. In no case will Owner store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. Such containers may be placed on docks only for the purpose of transferring them immediately from shore to vessel or vessel to another craft. Only Marina approved dock boxes may be used at slip/spaces and will be installed by Marina at Owner's expense. Dock boxes not approved by Marina will be removed at Owner's expense. Marina is not responsible for any and all items removed from dock boxes. Owner will be notified 5 business days prior to removal. Owner agrees not to make any alterations to existing docks, fingers or piers. All unauthorized alterations and/or additions will be removed at Owner's expense.

11. Termination. Marina reserves the right to terminate any agreement for Dry Stack or Slip lease.

12. Utilities and related services. Owner will contract only with Marina for pier-side services including but not limited to electricity, satellite television, and water. Owner may use his/her own satellite dish, so long as it is mounted on owner's vessel or RV.

(a) Electrical service.

1. Payment for service. Owner will be billed in advance, for electricity, at the rate established by the Marina. If Owner's vessel is found at any time to be connected to Marina's electric service for which he/she has not paid in advance at the appropriate rate, Owner will be charged in arrears for the entire month at the next billing.

2. UL-approved cords required. Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for electrical service to which

connected. The Marina will remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weatherproof covers in serviceable condition.

3. Alteration of electric supply. No addition, alteration or modification shall be made to the electric supply system furnished by the Marina. Marina shall not be responsible for electric interruption or power surges, or the results of damage there from.

- (b) Water. Marina will make available access to fresh water at no charge but prohibits the use of fresh water to cool air conditioners or the skin of a vessel. Owner agrees to disconnect all hoses when he/she is absent from the vessel.

13. Vessel operations. Owner or his/her representatives remains responsible for the operation and berthing of his/her vessel within the approach waters of Carolina Marina. When Owner's vessel enters Carolina Marina, it immediately comes under the jurisdiction of Marina and shall be berthed only where assigned. Owner agrees to operate his/her vessel in the waters of Carolina Marina without causing a disturbing wake within 100 feet of shore in a no wake zone. Owner, Owner's guests, invitees or representatives creating a disturbing wake will be responsible for resulting injury to people and damage to other boats and Marina docks and facilities. Owner shall secure vessel to its berth using appropriate dock ropes.

14. Disclaimer. Marina specifically makes no promises, covenants, warranties, or guarantees relating to:

- (a) The purity or any other characteristics of the water of the lake.
- (b) The maintenance of any particular water level at any time or season in the lake.
- (c) Any conditions caused by Duke Energy Company or Governmental units having jurisdiction over the lake or Marina property.
- (d) Owner acknowledges the fact that the body of water, piers, and shoreline adjacent to the Marina present a certain degree of risk of serious injury or death and Owner assumes the risks relating to any and all liability associated with Owner's slip/space rental agreement and Owner's (or members of Owner's family, guests or invitees) use of said premises, being the sole responsibility of the vessel Owner. Owner shall hold harmless and indemnify Marina against all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, arising from or connected with any collection actions as to rental payment due, removal and storage, and lien enforcement actions, and arising from or connected with any claims or liabilities referenced above in this sub paragraph.

15. Waste disposal. Owner will ensure that all trash and garbage is placed into receptacles that are provided. Owner agrees to comply with all Federal, State and local regulations relating to sewage disposal and contaminants.

16. Notice. Written notice shall be deemed to be made upon the date of placing it in first class regular mail envelope with the U.S. Postal Service addressed to the mailing address indicated on the lease, or by electronic transmission via email. It is the Owners responsibility to provide the Marina with all address, email and phone number changes.

17. Winter months and closings. It is understood that at undesignated times during the winter months, the Marina must close for purpose of renovation and repair and also on no more than three weekends during the regular boating season for special water related events. Notice of such events will be posted in the Marina at least one week in advance.