

**CAROLINA MARINA MASTER DRYSTACK AGREEMENT
TERMS AND CONDITIONS (updated July 2020)**

**EXHIBIT “B” RULES AND REGULATIONS
(To Carolina Marina Master Dry Stack Lease Agreement)**

Rules and Regulations

1. Admission, registration and rack assignment.

Only vessels in good and seaworthy condition will be assigned a rack/space. All vessel owners must report in person to the Marina office upon arrival for registration and rack assignment.

- (a) To be assigned a rack/space, Owner’s vessel shall be registered or documented, marked and maintained as required by law and safe practices, and subject to an initial and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to operational engine(s), size, condition, number, length and diameter (3/8 or 1/2 inch, as appropriate) of dock lines and cleats; and have adequate fendering to protect Marinas docks and other vessels; have an acceptable condition and appearance of the exterior portion of vessel, including any vessel covering; be odor-free; and maintain proper condition of bilge(s), fuel tanks, marine head facilities and plumbing.

All vessels must be equipped with a battery cut-off switch, which must function properly before and each time boat enters Dry Stack.

- (b) All vessels must have adequate electrical or mechanical, permanently installed bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen, preferably near the helm. Properly functioning drain plugs must be in place and are the customer’s responsibility to maintain. At no time is Marina responsible for bilge plugs.
- (c) All vessels must be equipped to comply with the Marina Clean Vessels Regulation, as discussed in paragraph 6 below.
- (d) Rack assignment and matching vessel with rack. Marina will attempt to honor Owners preference for rack assignment, consistent with Marinas needs to match vessels to available racks. Owner agrees that their vessel may be moved if necessary.
- (e) A Marina Representative must inspect the owner’s vessel before final assignment to Dry Stack.

2. **Termination.** Marina may terminate this Agreement immediately if the vessel fails the initial inspection, which will be conducted within 30 days of vessel arrival at Marina. Subsequently, Marina may cancel this agreement and order any vessel owner to vacate the rack/space being occupied for the violation of any of the Rules and Regulations of Carolina Marina or for any failure to pass subsequent inspections by the Marina.

3. **Limited access to Dry Stack building, use of Dry Stack personnel services, and customer's responsibilities.** Access to an owner's vessel and to the Dry Stack building where it is located, and use of Dry Stack services are limited as specified below. Customers with Dry Stack lease arrangements have certain responsibilities. The Release and Indemnity provisions of paragraph 10 of the Dry Stack lease are applicable as to the following conditions for use of Dry Stack services and the customer's responsibilities, as well as all other rules and regulations.
 - (a) No person shall be allowed in the Dry Stack building without an escort by Marina personnel.
 - (b) During "in season" periods, customers may call in for Marina personnel to place the vessel into the water during Marina business hours Monday through Friday only. On Saturdays, Sundays and national holidays vessels will be placed in the water only on a first come-first served basis. No vessels will be placed in the water during the last hour of Dry Stack business for the day. To insure boat is put away for the night, please arrive 15 minutes prior to closing.
 - (c) Hours of operation of the Dry Stack facility may vary from time to time due to weather or customer traffic levels.
 - (d) Vessels coming back to Dry Stack after the Marina's closing hours are not the Marina's responsibility, with the customer being responsible as to the vessel, its equipment, any personal items, and any damages that may occur to the owner's vessel or property or to the vessel or property of others.
 - (e) Bimini tops and ski towers must be folded down before being put back in the building. This is the Member's responsibility unless you are in an over height rack. No items should be higher than the highest point of the vessel.
 - (f) The customer is responsible for the condition and possible leakage of any fluids from a vessel, and the customer shall be solely responsible for any leaks that may cause damage to other vessels below the space where the vessel is stored.
 - (g) The customer is responsible for seeing that all personal items are stowed in the vessel. Nothing should be left outside. The Marina is not responsible for any personal property items left in the boat or on the shore.
 - (h) Gasoline or motor oil storage in Dry Stack is prohibited.
 - (i) Fishing and swimming are not allowed in the vicinity of the Dry Stack dock.
 - (j) Trailer storage for Dry Stack customers is sometimes offered as a convenience only. The Marina is not responsible for damage or theft to trailers left in trailer storage areas. No person will be allowed to enter a trailer storage area unless with a Marina escort.
 - (k) Checking out at the termination of Dry Stack use is expected. The owner agrees to notify Marina when removing his/her vessel permanently, and shall settle his/her

account with Marina prior to departing. A 10% penalty (of total lease) will be imposed if Owner does not notify Marina that they are removing their vessel and terminating their agreement. Marina requests that owner leave a forwarding address to facilitate handling of any additional correspondence.

4. Dry Stack Charges and Vessel Length. Dry Stack charges will be calculated by multiplying the appropriate rack rate by the measured length of the vessel or by a minimum length as described below:

- (a) Determination of vessel length: Minimum length for calculating Dry Stack charges:
 - 1. Measurement from the point of the bow to the farthest point of the stern (including engine, swim platforms, etc.). Motor trim shall be in the down position.
 - 2. Marina may, at its discretion, elect to use the registered or documented length as the basis for charges. Any questions as to the length will be settled by measurement.

5. Advertising, Soliciting and Commercial Use.

- (a) Advertising or soliciting, including advertising for the lease or sale of Owners vessel, shall not be permitted.
- (b) Vessels shall not be used for commercial purposes.

6. Marina Clean Vessel Regulation. Owner agrees to comply with all City, State and Federal laws and regulations regarding the stowage and disposal of human waste and regarding water pollution prevention and control. All boaters are prohibited from discharging raw sewage into Belews Lake and Marina waters. All holding tank valves shall be set to direct all wastewater into an on-board holding tank. The valve directing the waste into the holding tank shall be secured to prevent over-board discharge. Marina will make best efforts to make available for hire pump-out service for holding tanks. Owner is encouraged to use Marina restrooms in lieu of on-board toilet facilities when in Marina waters.