

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

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

Rules and Regulations

1. Admission, registration, and position assignment and termination.

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

- (a) To be assigned a 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.

- (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.
 - 1. All vessels must be equipped to comply with the Marina Clean Vessels Regulation, as discussed in paragraph 6 below.

 - 2. Space assignment and matching vessel with space. Marina will attempt to honor Owners preference for space assignment, consistent with Marinas needs to match vessels to spaces and space areas. Owner agrees to move, at Marina’s request, his/her vessel to a space with similar characteristics in the event the Marina deems necessary.

- (c) Marina personnel must inspect the owner’s vessel before final assignment to Dry Storage.

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 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 Storage and customer's responsibilities.** Access to an owner's vessel and to the Dry Storage area are limited as specified below. Customers with Dry Storage lease arrangements have certain responsibilities.

- (a) Hours of operation of the Dry Storage area may vary from time to time due to weather or customer traffic levels.
- (b) 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 adjacent to the space where the vessel is stored.
- (c) The customer is responsible for seeing that all personal items are stowed in or removed from the vessel. Nothing should be left outside. The Marina is not responsible for any personal property items.
- (d) The customer is responsible for assuring that the gate is closed and lock in position upon leaving the Dry Storage area.
- (e) Checking out at the termination of Dry Storage 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. **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.