

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

**EXHIBIT “B” RULES AND REGULATIONS
(To Carolina Marina Master Wet Slip Agreement)**

Rules and Regulations

1. Admission, registration, slip assignment and termination.

Only vessels in good and seaworthy condition will be assigned a slip/space. All vessel owners must report in person to the Marina office upon arrival for registration and slip assignment. Owner will not change slips without the permission of Marina.

(a) To be assigned a slip, 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. At no time is Marina responsible for bilge plugs. Switches should be labeled and placed where they can be readily seen, preferably near the helm.

(c) 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. No drop cords to boats are allowed unless owner is present.

(d) No trash cans are allowed on dock. Use Marina supplied trash cans.

(e) No charcoal grills are allowed on boats or docks. 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.

(f) Picnic tables are allowed with Marina permission.

(g) Rugs or floor mats are allowed on docks when Owner is present.

1. All vessels must be equipped to comply with the Marina Clean Vessels Regulation, as discussed in paragraph 7 below.

2. Slip assignment and matching vessel with slip. Marina will attempt to honor Owners preference for slip assignment, consistent with Marinas needs to match vessels to slips and slip areas. Owner agrees to move, at Marina's request, his/her vessel to a slip with similar services (i.e. electric, water) in the event the Marina deems necessary.

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 slip/space being occupied for the violation of any of the Rules and Regulations of Carolina Marina.

3. **Dockage Charges and Vessel Length.** Dockage charges will be calculated by multiplying the appropriate dockage 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 Slip charges.

1. Marina will measure vessels from the bow extremity to the stern extremity (including engine with trim in full down position, swim platforms, etc.) along a straight line parallel with the water.

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.

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 from the Marina.

5. **Dock Boxes.** Only Marina approved dock boxes may be used at slip/spaces and will be installed by Marina at Owner's expense. Dock boxes must be white fiberglass, 72" long by 24" deep by any height maximum. If platform is required for box, Marina will install at a cost of \$150. No other structures may be added to dock without advance written approval of Marina. 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.

6. **Checking out at termination of Agreement.** 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. All personal property must be removed from dock boxes when slip/space agreement is terminated. After the departure of Owners vessel, locked dock boxes shall be opened by Marina and Marina shall not be responsible for any contents therein.

7. **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. 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.

8. Slip assignment

- (a) When owner expects to vacate his/her slip for more than 48 hours he/she shall so notify Marina in advance. Failure to do so raises the concern that your vessel is stolen or adrift. Marina may lease the slip to other persons during the period of vacancy. Owner will not sublease his/her leased slip and will not lease his/her vessel without prior written approval of Marina. Transfer of vessels between slips is not allowed except by prior written concurrence of Marina.
- (b) To assure slip availability upon return, Owner agrees to notify Marina in writing, before departure, of the date and expected time of return and to confirm 48 hours prior to return.
- (c) Marina reserves the right to move a transient vessel without notice.
- (d) Sunken vessels must be promptly removed by owner. If not removed, Marina will remove sunken vessels at owner's expense.