

BOHICKET YACHT CLUB MARINA

MASTER RULES AND REGULATIONS

Definitions. For the Purposes of these Rules, The following words and terms have the following meanings:

“Marina” shall refer to The Bohicket Yacht Club Marina and/or the Operator, and employees of Bohicket Yacht Club, LLC.

“Owner” shall refer to the Owner of a Wet Slip located at Bohicket Marina, its agent or representative.

“Vessel” shall refer to a boat for which the Marina provides dockage.

“Vessel Owner” refers to an Owner of any Vessel for which dockage is provided at Marina or which dockage at Marina has been requested.

“Agreement” refers to the Bohicket Yacht Club Master Rules and Regulations.

“Monthly” shall refer to wet slip rental agreements for a term of less than twelve months.

“Annual” shall refer to wet slip rental agreements for a term of twelve months.

“Monthly Live-Aboard Fee” shall refer and apply to vessels being occupied for 10 or more consecutive nights in a calendar month or for 14 or more non-consecutive nights in a calendar month.

Rules and Regulations

1. Admission, registration, slips assignment and termination.

Only vessels in good and seaworthy condition may occupy a wet slip in the Marina. All Vessel Owners must report, by radio, or in person, to the Marina Office upon arrival for registration and slip assignment. Vessel Owners will not change slips without permission of the Marina.

a. All Vessels must meet the following criteria:

- (1) Registered or documented, marked and maintained as required by law and safe practices
- (2) 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 and length of dock line and cleats; adequate tendering to protect Marina's docks; condition and appearance of exterior of vessel; condition of bilges and bilge pump(s); condition of fuel tanks; marine head facilities and plumbing, etc.
 - (a) All vessels must have adequate, permanently installed electrical or mechanical bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen, preferably near the helm.
 - (b) All vessels must be equipped to comply with all local, state and federal clean water rules and/or regulations discussed in Paragraph 5 below.
 - (c) Eviction. Marina may evict any vessel immediately from the Marina if the vessel fails the initial inspection, which will be conducted by Marina within ten days of vessels arrival. Subsequently, Marina may order any vessel to vacate the space being occupied for the violation of the Rules and Regulations of The Bohicket Yacht Club Marina.

2. Dockage Lengths and Vessels Measurement.

No vessel shall extend beyond the length of its slip by more than 15% of the slip length except for "T" slips which shall have a maximum allowed overhang of 10% of the slip length. Marina may grant, at its sole discretion, additional overhang.

Dockage lengths will be calculated by the measured length of the vessel or by a minimum length as described below:

- a. Minimum Length for calculating dockage lengths:
- | | | |
|---------|---------|---------|
| A – 45' | F – 55' | I – 37' |
| B – 35' | G – 45' | |
| C – 35' | H – 37' | |
| D – 30' | E – 40' | |

- b. Determination of Vessel Length
 - (1) Marina will measure boats from the bow extremity along a straight line parallel with the water to the transom extremity including outboard motors. Extensions, such as pulpits, bow spits, davits, and dinghies will be included in the measurement.
 - (2) Marina may elect to use the registered or documented length as the basis for measurements at Marina's sole discretion.

3. Advertising, soliciting and commercial use.

- a. Advertising or soliciting, including advertising for lease of vessels, shall not be permitted except in those areas designated for such and approved by Marina. Advertising for sale of Owner's vessels shall not be permitted except in a manor approved by Marina.
- b. Watercraft shall not be used for commercial purposes from the Marina unless assigned to or occupying, while so engaged, a slip designated for commercial use. All commercial use must be requested in writing by Owner and approved by Marina in writing, in advance of such use.
- c. Yacht and Slip Brokerage – Persons interested in purchasing a vessel berthed in the Marina will not be allowed access to a vessel unless the Vessel Owner or the Vessel Owner's representative is present. No "For Sale" signs may be placed on any slip, dock or vessel to advertise a slip for sale. Marina will maintain a list of all slips available for sale in the Marina Office and will provide an area for display of such slips for Vessel Owners.

5. Clean Vessel Act compliance.

Vessel Owners agree to comply with The Town of Seabrook Island ordinances and State and Federal law and regulations concerning the stowage and disposal of human waste. All boaters are prohibited from discharging raw sewage into waters of the Marina or within three miles of the coast of South Carolina. All holding tank valves shall be set to direct wastewater into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharge into Marina waters. Marina will make best efforts to provide pump-out service for holding tanks, and dump facilities for port-a-potties. Vessel Owners are encouraged to use Marina restrooms in lieu of on-board toilet facilities when in Marina waters.

7. Conduct.

Vessel Owners and their guest, for whom Vessel Owners are responsible, agree to conduct themselves, at all times while at the Marina, so as not to create an annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.

- a. Vessel Owners and their guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radio and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.

- b. The Town of Seabrook Island leash law applies to all Marina docks and upland areas. Pets are permitted at the Marina only if they are not a nuisance. Vessel Owners are responsible for actions of their pets. Examples of nuisance behavior include, but are not limited to: toileting on Marina property or on the property of others, (unless pet owner removes all traces of waste material and disposes of it in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land.
- c. Fishing and cast netting are not permitted from docks or slips. Vessel Owners may fish or cast from their vessel only if such activity does not disturb other guest or damage or foul the property of another, and if equipment, catch and residue are contained on the vessel. All residue from cleaning fish and shellfish shall be retained on board for proper disposal or sealed in plastic bags and placed into upland dumpsters provided by Marina. The cleaning of fish and shellfish on the docks or finger piers, and the disposal of fish or shellfish parts in waters or grounds of Marina is prohibited. State law prohibits disposal of fish parts in Marina waters. Marina reserves the right to prohibit fishing if deemed to be a nuisance by marina in its sole discretion.
- d. Swimming and diving are not permitted in the waters of the Marina.
- e. Rigging shall be secured to prevent undue noise.
- f. Vessel Owners agree not to hang laundry, towels, bathing suits or other items above decks on their vessel or on docks and finger piers of Marina.
- g. Security gates and restroom doors are to be kept closed and locked at all times. Laundry and telephone rooms shall be locked when not occupied. Individuals who do not have keys will not be given access to secured areas. Marina will provide keys and/or lock codes to secured areas. Vessel Owners are requested to cooperate with Bohicket Yacht Club Neighborhood Watch and with Marina personnel.
- h. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.
- i. Bicycle, motorcycles, motorbike, moped and motor scooter riding, skating and skate boarding on the floating docks are prohibited. Motorcycles motorbikes, mopeds and motor scooters may not be stored on the floating docks. Marina will provide bike storage areas as near as possible to each dock
- j. Jet Ski watercraft is not allowed to be operated in the Marina and dockage of jet skis is prohibited at the Marina.

8. Contraband and related matters.

Possession of contraband and prohibited items and substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard 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.

9. Contractors.

Vessel Owner agrees to only use contractors or service personnel who register at the Marina Office and produce proof of insurance and required license in accordance with Town Ordinance prior to working on any vessel in Bohicket Yacht Club. Marina reserves the exclusive right to approve and or allow admission of all contractors and deliverymen who provide goods and services to owners. All contractors, security personnel, and deliverymen must check in at Marina Office before entering Marina

10. Emergencies.

Vessel Owners must maintain their vessels in a state of readiness for movement in case of fire or evacuation. Vessel Owners 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 operate condition. In an emergency, Marina reserves the right, but not the responsibility, to take such action as necessary and prudent to safeguard Vessel Owner's vessel and adjacent vessels and property of Marina. Vessel Owner agrees to pay Marina all charges for services rendered on behalf of Vessel Owner's vessel in an emergency situation, to include charges for Marina staff and materials and/or the costs of hiring a contractor to move or remove the vessel and to make any repairs required to make the vessel safe and free from defects which may endanger life, property or natural environment. Vessel Owners are encouraged to maintain an extra set of keys to their vessel at Marina Office to be used in case of an emergency.

11. Exclusive Use.

Vessel Owners and their guest alone may use the shore side toilets and laundry facilities, except for the facilities designated for use by the general public. Dock carts are to be used by Vessel Owners and their guests only. Contractors and deliverymen may only use carts specifically designated for service personal.

12. Fires, Fueling and dangerous conditions.

- a. The use of charcoal burners, gas welders, gas torches or any open flame producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol or electric propane stoves are used, unless otherwise prohibited by such authority as fire regulations of the U.S. Coast Guard. The fueling of vessels is permitted only at the Marina fuel docks. Fuel 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 to the vessel to prevent shifting or spillage of fuel. Vessel Owner will immediately correct any dangerous or hazardous condition on their vessel, or caused by their vessel, upon notice of such condition.
- b. Gasoline and other petroleum products, explosive and incendiary and hazardous materials, including environmental hazards, may not be left on docks and may not be stored in dock boxes. Such material, if found unattended, may be removed and disposed of by the Marina at Vessel Owner's expense

- c. Fueling operations. Any discharge into waters of the State, including the Marina, is prohibited by law and this Agreement. Vessel Owners are responsible for assuring that their vessel does not discharge, either by venting or by overflowing the filler, into Marina waters. Precautions must be taken to catch or absorb any overflow. Vessel Owner or their adult designee, not a child, shall attend the fuel nozzle throughout the fueling operation until the nozzle is shut off and returned to the Marina attendant. Marina employees are not permitted to fuel Vessel Owner's vessel. Vessel Owner may not fuel small craft or other equipment at Bohicket Yacht Club, including water and upland areas, except at the Marina's fuel dock. Portable fuel tanks and equipment should be placed on the fuel dock for filling. Before refueling vessels, close hatches doors and ports. Shut down all engines, motors and equipment. Do not top off tanks and do not smoke during fueling. After refueling, clean up any fuel spillage, open hatches, doors and ports, ventilate bilges and cabin and operate bilge blower.

13. Insurance/loss.

Vessel Owners agree to have their vessel insured by liability insurance and to be held responsible for damage caused to other vessels in Bohicket Yacht Club Marina or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at the Bohicket Yacht Club 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 rising. Vessel Owners acknowledge that they have been advised that the Marina makes no representation or warranty as to the safety of the berth offered to Vessel Owner for their vessel or that Marina offers the safest available refuge. Vessel Owners and their vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Vessel Owner agrees to hold Marina harmless in the event claims for damage to other persons or property arise from the presence of Vessel Owner's vessel in Marina. Vessel Owner has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and Marina has relied upon:

- a. A marina hull insurance policy of a "Named perils" or "all risks" for the value of the vessel; and
- b. A third party liability policy, also know as, a P&I policy. Vessel Owner agrees that he/she is fully responsible for making arrangement for the safety and protection of his/her vessel and appurtenances. Vessel Owner authorizes Marina to remove their vessel from Marina, at their expense, if Vessel 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.

14. Live-aboard Policy.

A Vessel will be considered a "Live-aboard" if Vessel Owners or their guest, agent or crew resides on Vessel for any consecutive period of 10 nights or for a total of 14 or more non-consecutive nights within a calendar month. This will allow out-of-state vessel owners to visit their vessels for longer periods of time without incurring the live aboard fee. Vessel Owner agrees to inform Marina of any actual or planned live aboard period. Vessel Owner agrees not to live-aboard, or to allow others to live aboard, his/her vessel for more than eight months during each twelve month period following the date of this agreement with out the express approval of Marina. Vessel Owner acknowledges that it is a condition of live aboard status that he/she will make his/her vessel

available to the Marina to pump out the on-board holding tank at least once per calendar month, and more frequently if required to maintain sanitary, odor free condition. Only vessels thirty feet in length or longer may be occupied in a year around live aboard status. Marina reserves the right to disqualify any vessel for live aboard status for any reason.

15. Parking.

- a. Vessel Owner will be issued up to two Marina parking decals for display on the left rear portion of his/her vehicles. Guest/temporary passes may be obtained from the Marina Office.
- b. Vessel Owner will inform Marina in writing of his/her intention to leave a parked vehicle during their absence from the Marina for more than 48 hours and will be assigned parking, if available, as appropriate.
- c. All motor vehicles and trailers parked in Marina lots must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition.
- d. This agreement confers no right to park motor homes, travel trailers, boats, water-sports equipment and boat trailers on Marina property. Marina may authorize temporary overnight parking of such possessions if space is available.
- e. Bohicket Yacht Club prohibits anyone from sleeping in any vehicle or staying or camping on Marina property other than aboard properly assigned vessels.

16. Payment.

- a. Fees for electrical and other services shall be paid in advance. An open credit card account covering the anticipated total charge is acceptable. If payment in another form is not received when due, the open credit card may be used for payment of balances due, including payment for Marina gate keys not returned to Marina.
- b. Payments for services are to be paid in time to be received by Marina prior to the 6th of the month. A late fee of 10% of the current month's charge shall be assessed for payments received by Marina on or after the 6th.
- c. As an additional remedy for enforcement of rents, Vessel Owner hereby authorizes Marina to sell the vessel at a non-judicial sale in the event of non-payment of service fees for a period of six months in accordance with the provisions of applicable State and Federal statutes.

17. Storage on docks.

Vessel Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Storage on docks is prohibited. Only Marina may place boarding steps, approved by Marina, on the finger pier adjacent to Vessel Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Vessel Owner, or their contractors, 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 between the vessel and the shore or another craft.

18. Termination.

Marina reserves the right to terminate immediately any agreement for berthing facilities.

19. Utilities and related services.

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

a. Electric service.

- (1) Payment for service. Vessel Owner will be billed, and will pay in advance for electricity at the rate established by Marina for the power they request. If Vessel 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, they will be charged in arrears for the entire month at the next billing. If actual service hook-up is noted to be at a higher-than-contracted amperage/voltage rate, at any time during the month (e.g. 50 amp/208 volt service hook-up vs. 30/110 contracted), the higher rate will be charged for the entire current month and for subsequent months so long as the hook-up to the higher service continues. Such charges at the higher rate will be for a full month's charges, not pro-rated.
- (2) UL-approved cords required. Vessel Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the 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 system prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the results of damage there from

b. Cable TV.

Vessel Owner will be charge in advance for cable TV service, if such service is available and requested, at the established rate for Daily, Weekly, Monthly or Week-end service. If Vessel Owner's vessel is found to be connected to cable at any time during a month for which Vessel Owner has not paid in advance for cable services, Vessel Owner will be charged the entire month.

c. Water.

Marina provides access to fresh water at no charge, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel.

- (1) Vessel Owner will be charged a fee of \$25 per occurrence if found to be using fresh water supplied by Marina to cool air-conditioners or other equipment. Marina may disconnect hoses used in violation of this paragraph and will not be responsible for any consequences of such action.
 - (2) Vessel Owner agrees to disconnect all water hoses when he/she will be absent from the boat. Marina may disconnect any Vessel's water hose at the dock in Vessel Owner's absence and Marina will not be responsible for any consequences of such action.
 - (3) Vessel Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.
 - (4) The Marina must approve all water hoses. Only marine grade solid white hoses or white hoses with small blue lines will be approved for use. Water hoses must be coiled and stored on receptacle.
- d. Vessel Owner agrees to turn off air-conditioners and heaters on unattended vessels, since such equipment may represent a hazard.

20. Vessel operations.

Vessel Owner and his/her representative remain responsible for the operating and berthing of his/her vessel within the approach channel and waters of Bohicket Yacht Club Marina. When Vessel Owner's vessel enters the Bohicket Yacht Club Marina, it immediately comes under the jurisdiction of Marina and shall be berthed only where ordered. Vessels entering or leaving the Bohicket Yacht Club Marina under emergency shall be reported immediately by Vessel Owner to the Marina using VHF Channel 16 or best means available.

- a. Except in an emergency, when entering and leaving the Bohicket Yacht Club Marina Owner's vessel must be under power only, not under sail or combined sail and power, and operated at safe speeds.
- b. Vessel Owner agrees to operate his vessel in waters of Bohicket Yacht Club Marina without creating a disturbing wake. A Vessel Owner creating a disturbing wake is responsible for resulting injury to people and damage to other boats and Marina's docks and facilities.
- c. Vessel Owner agrees to stop all engines, including generators, while fueling, and, while within Bohicket Yacht Club Marina except when entering or leaving the Marina.
- d. Vessel Owner will secure his/her vessel to its berth in a manner acceptable to Marina.

- e. Small craft belonging to Vessel Owner's vessel and normally considered tenders or skiffs shall be stored on board larger vessels when possible and in any event shall be secured within the space of the assigned slip, but not on the dock or finger pier. Such craft are not considered the "Vessel" for which Marina provides a slip.
- f. Vessel Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electrical bilge pumps operated by power from Marina must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Marina is not responsible for damage or loss resulting from power failure.

21. Waste Disposal.

- a. Trash and garbage. Vessel Owner will ensure that all trash and garbage is placed into receptacles provided. Vessel Owner is responsible for the proper disposal of all waste, oil, parts and other materials, which may be generated by service personnel working on Vessel Owner's vessel.
- b. Septic wastes. Vessel Owner agrees to comply with all Federal, State and local regulations relating to sewage disposal.
- c. Other contaminants. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
 - (1) The discharge into the Marina waters of oil or other petroleum products and hazardous materials of any sort is strictly prohibited. Vessel Owner agrees not to discharge any amount of such contaminants in any form, including contaminated bilge water. Vessel Owner further agrees to notify Marina of any suspected discharge emanating from his/her vessel and take immediate action to stop and eliminate such discharge.
 - (2) Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to Vessel Owner if Vessel Owner's vessel or action caused or may cause contamination of Marina waters or the waters of the State beyond the confines of the Marina.
 - (3) An oil-recycling container is provided by the Marina for oil, including diesel fuel, and oil filters. Gasoline may not be placed in the recycling container. Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water, and other hazardous materials and agrees not to place them in the Marina trash containers or oil recycling containers. Marina will maintain and make available to Owner, on request, a list of licensed and/or certified contractors who can assist Owner in proper disposal.

24. Violations.

Violations of the above rules and Regulations, disorder, degradation or indecorous conducted by Vessel Owner, his/her crew, agents or guest that might annoy or injure others persons, or cause damage to property shall be cause for immediate removal of the vessel in question and immediate termination of any lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for immediate termination of any lease agreement and cause exclusion of Vessel Owner and his/her vessel from the Marina.

I HAVE READ THIS ENTIRE AGREEMENT AND I UNDERSTAND ALL OF THE TERMS THEROF. I AGREE THAT AS THE VESSEL OWNER, I AM PERSONALLY RESPONSIBLE FOR THE VESSEL AND FULLY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Vessel Owner's Signature_____

Date_____