



Belle Isle Marina

Membership Use and Wet and Dry Storage Rules and Regulations [Exhibit 2]

The following general statements do not address every conceivable situation arising from Marina operation and use. Common sense should be used for the safety and well-being of others and property. The Marina Committee, Manager and Marina staff will assess and interpret any situation not covered below. The decision of the Marina Manager is final in all respects.

Marina Patron Identification: The Marina Committee, at its discretion, may require patron identification for patron's vehicle and boat that is separate from and in addition to member identification, boat trailer identification, and golf cart identification. Such identification may change from year to year and must be displayed as required by the Marina Committee.

Non-Member Marina Patrons: Access to any/all amenities in Georgetown and Pawleys Island is strictly prohibited to marina patrons who are not BIYC members, regardless of the type of lease, duration of lease, short-term reservation, term of patronage, and/or past membership. Marina patronage only provides access to the Marina basin and its dry storage lots.

Boat/Cart Speed: Idle speed for boats, 15 MPH for golf carts.

Other Water Activities: No swimming. Fishing, crabbing and other netting activities are permitted when doing so does not interfere with the safety of others on docks and piers, and in boats.

Belle Isle Lake: Fishing is permitted in a boat with a non-combustion motor or from the bank and is catch-and-release only.

Children Under 12 Years of Age: Must be accompanied by an adult or minor 16 years of age or older who has been designated by the parent or guardian. Alligators and snakes (poisonous and non-poisonous) are commonly present -- as well as other wildlife which can be dangerous -- in water, grass, and marshy areas.

Pets: Dogs must be on a leash at all times. Please clean up after your pet and dispose of waste properly.

Alligators: Federal law prohibits feeding or harassing alligators.

Dinghies / Floats: May not be tied to docks or piers, may not be left in the water unless the boater is aboard the boat, may not extend any distance beyond the end of the slip, may not extend into another slip, and may never be tied to a boat in a courtesy slip.

Fireworks / Fires / Grills: Use is not permitted on marina premises, including parking lot, buildings, docks and pavilion, and boats.

Smoking: We urge you not to smoke, but if you choose to, it is not allowed on the docks, inside of our buildings or the pavilion. Please dispose of your butts properly.

Noise: Regardless of the perceived occupation of boats and other areas at the marina, noise kept at reasonable levels enables congenial use of the marina and avoids creating a nuisance or disturbance. Quiet time shall be enforced after 10:00 p.m. and before 8:00 a.m.

Security: The Marina Manager should be notified if any suspicious persons or unusual activities are observed.

Safety and Compliance with Local Law: All persons using marina facilities shall do so lawfully to maintain and preserve those facilities and marina property. Each person shall be responsible for his/her own conduct and safety. Behavior shall comply with all ordinances of Georgetown County.

Fish Cleaning: Cleaning of fish, crustaceans, amphibians, and other marine life shall only be performed at the fish cleaning station or, if it is crowded, in the boat. Cleaning waste must be deposited in containers marked for this purpose or, if full, taken in a boat to the bay and dumped well beyond the entrance to the marina basin. Depositing cleaning waste in the marina basin is strictly prohibited at any time, by anyone.

Pump-out Station/Waste Discharge: The marina has a closed-head policy. No person should throw, pump, or deposit from any vessel any refuse, oil, spirits, flammable liquid, or polluting matter into the marina basin or onto any portion of the marina premises, including maintenance and spoils lots. All such matter shall be removed from the premises and deposited in approved disposal facilities by the boater. All sewage shall be discharged at a designated pump-out station only. The use of cleaning agents containing phosphates and bleach is discouraged. A violation of these provisions shall subject the violator to county, state, and federal sanctions.

Vessel Maintenance: Boater must arrange for any work performed in maintaining or repairing a vessel to be completed in such a way that it does not create a disturbance, endanger, damage, obstruct or deface Marina facilities or other boats. All vessels are to be maintained in sound “Bristol-fashion”, shipshape and seaworthy to prevent hazards to facilities, other boats and boaters, and the vessel itself. Marina manager may stop work at any time that is deemed to expose the docks, facilities, equipment, or persons to harm. Inoperable vessels will not be allowed to remain at the marina, excepting temporary breakdown with scheduled repairs pending with notice given to the marina office.

Water/Power Lines and Connections: Lines shall not be left unattended across main dock walkways. Connection to marina electrical receptacles shall be with marine grade cords only. All accessory cords shall be maintained by boater in safe operating condition.

Docks and Finger Piers: Docks and piers may not be altered in any way by the lessee. Dock Blocks and boat lifts are permitted and must be installed by a marine contractor that is bonded, insured, and licensed to do business in South Carolina. Prior approval of the design and materials by the Marina Committee must be obtained before installation begins. Any equipment remaining on the docks after the last day of the lease is considered abandoned and becomes Marina property.

Courtesy Dock: Courtesy slips are reserved for Marina Grill customers and for boaters launching or loading a boat. Occupying these slips for long periods of time is discouraged. Overnight docking is not allowed in courtesy slips. The number, location, and designation of courtesy slips is at the discretion of the Marina Committee.

Sunken Vessel Removal: If a vessel sinks for any reason, the boater must remove the sunken vessel from the marina basin immediately after, within 48 hours of being notified. If not removed, Marina staff may arrange for the vessel to be removed at the boater’s expense.

Dock Boxes / Equipment: Only dock boxes of an approved type and size may be installed on the docks and only on main lettered-dock area. An owner-provided dock box must be clearly and neatly identified with boater’s name in 3-inch high letters aligned level at the bottom exterior of the box

and must remain free of standing water and toxic materials. Storage of items outside the boat are restricted to the dock box, and items outside the dock box are not permitted to remain on docks or finger piers for extended periods. Equipment outside the boat in the marina parking lot must be stored neatly, safely, and without obstructing other boaters or grounds maintenance activities. An owner-provided dock box may remain behind the concrete curb stop in the boater's assigned marina parking lot space only if it does not infringe on grass. –The parking lot and spoils area have assigned spaces that are prepaid and reserved for the exclusive of the lessee. Lessee is responsible for maintaining a neat and safe appearance at all times.

Weather Precautions: Boaters are always responsible for properly securing mooring lines to protect docks, vessels, and persons. To minimize damage from winds and more severe weather, mooring lines should be properly secured and all property should be battened down and secure. The boater should have a boat evacuation plan ready to implement should weather conditions or marina staff dictate removal of all vessels from the marina basin. If boater has not evacuated their vessel when weather conditions or marina staff dictate removal of all vessels from marina basin to protect marina facilities, other boats, and boater's own vessel, then marina staff, if available, will remove/relocate boater's vessel if deemed necessary and if available staff can safely do so without endangering self, marina facilities, or boater's vessel.

Boat Relocation by Non-Marina Staff: Boaters must advise office they are giving permission for relocation of their vessel by non-marina staff. Boater assumes all liability for harm or damage and holds harmless the Marina and marina staff. This requirement is applicable for weather-related, maintenance-related, or any other situation.

File Keys for Boats: All boaters with an assigned wet slip or lift slip, shall maintain a working key for marina staff to use for emergency removal or relocation, but does not obligate Marina staff to perform removal or relocation in an emergency. Boaters leasing dry storage parking should maintain a working key for marina staff to use to relocate vessel/trailer or trailer according to the lease agreement.

Special Events Vessel Relocation: Marina reserves the right to relocate any vessel if deemed necessary at any time. Marina staff will provide boater, when possible, a thirty day notice prior to events scheduled at the marina requiring the relocation of vessels.

Liability for Damages: The boater and vessel, jointly and severally, shall be legally liable for all damages sustained by the marina arising in any way from the operation of the vessel, the docking of the vessel, the securing of the vessel, and all acts of omission of the boater, his agents, employees, invitees, and subcontractors.

Restroom Facilities: Restrooms are provided in a clean state and with adequate supplies. Use of marina restrooms requires that everyone dispose of trash in designated receptacles and advise marina staff if a restroom needs attention or supplies. There is never an excuse for a boater, their family/guest/invitee, child, pet, vendor, or employee to urinate from boats, docks, or decks. 24-hour camera surveillance is in effect.

Laundry Facilities: Washer/Dryer units are available on a first come/first served basis. No tints or dyes may be used in the washing machine. Sails, flags, dock lines, and shoes may not be washed or dried in these machines. Absolutely no laundry may be air-dried by hanging from lines, rails, or furniture anywhere on marina property or vessel exterior.

Trash Disposal: A solid waste dumpster is located in the parking lot for disposal of all non-toxic refuse. Toxic refuse such as paint and petroleum products must be disposed of off premises.

Overnighting at the Marina: Paid transient boaters are allowed to overnight on their boats for the term of their lease agreement. Patrons with annual wet slip leases may stay overnight on their boats for no more than 2 consecutive nights and no more than 8 nights per month. Live-a-boards are prohibited.

Parking: Car/truck parking is not allowed on Coast Guard Road, any grassy areas or anywhere that blocks vehicle or trailer access by another patron.

Transferability/Sublease: Subleasing rental space is prohibited. Storage space agreements are not transferable for any reason. Any change in vessel ownership requires a new space rental agreement with the new owner.

Solicitation / Vendor Access: Tradesmen, service providers, fishing guides, tour guides, retailers, or agents of any kind are prohibited from soliciting business on marina premises. Prior notice must be given to marina office providing vendor name for repair/service activities aboard the boat or anywhere on marina premises, docks, parking lot (including wash pad) or remote storage lots. Evidence of current liability insurance and workman's compensation, with adequate coverage to cover vendor and protect Belle Isle Marina, must be provided to marina office before work can begin. Access through the gate will be provided by phone. Member's personal card, clicker or gate code should never be given to a vendor.

Commercial Purposes: Use of vessels moored at Belle Isle Marina for commercial purposes is prohibited. Members providing commercial services to the general public from a Belle Isle Marina registered vessel may not provide access through the marina or the gated entrance. Attaching any advertising materials to a vessel at Belle Isle Marina is prohibited.

Belle Isle Marina Truck: Use is permitted by members for the sole purpose of launching a dry storage boat and moving a boat or empty trailer to dry storage on Belle Isle Yacht Club premises. The marina truck is not permitted to be driven outside the gate for any purpose, except by persons authorized by Belle Isle Yacht Club or Belle Isle Marina.

Violations: Failure to comply with laws/regulations of Georgetown County, State of South Carolina, or U.S. federal laws and regulations, or the Belle Isle Marina Terms and Conditions of Use or these Rules and Regulations, shall be elective cause for Marina to immediately terminate boater's storage agreement and requires immediate removal of boater's vessel and payment of any marina account past due amounts. Failure to do so may result in a lien on the boater's vessel, trailer, or personal property and equipment, or immobilization of such property.