



T H E H A R B O R A G E
AT ASHLEY MARINA

**OPERATIONS / MAINTENANCE &
EMERGENCY RESPONSE PLAN
MANUAL**

City of Charleston, SC

County of Charleston

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I. Introduction / Marina Operations

A. General Description

In 2005, the marina became a dockminium under a Horizontal Property Regime (HPR) with a majority of the slips sold to individuals or corporations. Subsequently the articles of incorporation, as a nonprofit were filed, creating the Harborage at Ashley Marina Condominium Association. The marina is governed by the By-Laws and master dead set forth in the articles of incorporation for the Harborage at Ashley Marina Condominium Association and the Rules and Regulations that are amended from time to time by marina management and confirmed by the Board of Directors.

The Harborage at Ashley Marina is a convenient place to dock both recreational and live-aboard vessels. With about 190 owners of the approximately 235 wet slips, the facility is a vibrant part of Charleston's historic downtown. Today, the day to day operation of the facility is run by a marina management company under the oversight of the elected Board of Directors.

The Harborage at Ashley Marina is one of the premier marina facilities in the Charleston Area, and together we will continue to work to build value in our investment while maintaining the critical elements needed for a full service Marina.

B. Permits

The following permits pertain to The Harborage at Ashley Marina:

1. P/N # 71-47

The regulatory permit history of Ashley Marina dates back to the early 1970s. The first permit on record was issued by the Corps of Engineers in 1971 (P/N 71-47) and included dredging, fill, and the construction of a bulkhead and docks. It appears that a similar scope of work was issued another federal permit in 1975 (P/N 75-3A-024) and a state permit from the SC Budget and Control Board in 1976 under the original permit number (P/N 71-47).
2. P/N # 80-2H-094

A joint permit for placement or riprap along a damaged bulkhead was issued in 1981 (P/N 80-2H-094). During the public comment period, The Charleston Inn (adjacent property owner at the time) objected to the project as proposed (letter from A.R. Lesemann, Jr., dated 3/25/81). The SC Coastal permit was issued on 4/27/81. On 6/30/83, the Coastal Council cited Ashley Marina for not complying with a Special Condition of the permit by failure to provide the adequate, required restrooms. The state permit was extended in 1984.
3. P/N # 82-3D-052

A joint federal and state permit application to expand the marina floating docks to the north (P/N 82-3D-052) was submitted on 6/30/87. The Charleston Inn objected to the proposed expansion on the grounds that the expansion would deny the inn to its existing docking facility and future use of the inn's property along the Ashley River (letter from R. M. Lynch dated 7/27/82); the objection was later withdrawn subject to a revision to the marina layout (letter from A.R. Lesemann, Jr., dated 8/17/82). The federal permit was issued on 6/10/82 and the state permit was issued on 10/5/82. An amendment to the permit was issued on 1/22/85 under the condition that the application install a sewage pumpout (required under P/N 82-3D-052) and adequate restroom facilities (required under P/N 80-2H-094).
4. CC-89-179

A SC Coastal Council permit (CC-89-179) was issued on 10/31/89 to allow a vessel in the marina to be used as an office. The Charleston Inn and the City of Charleston objected to the application, but it was issued with Special Conditions limiting the vessel/structure to water dependent used and prohibiting its lease to third parties. The permit was later modified, and a smaller floating shelter for marina staff was authorized.
5. P/N 90-3T-434

A joint federal and state permit application to expand the existing marina (approx. 28 additional slips on the north end of facility) was submitted on 11/20/90 (P/N 90-3T-434). The City of Charleston commented (1/7/91 letter from Y. Fortenberry) stated that the City was investigating its interest in adjacent submerged lands and would object to the proposed activity if their findings indicated ownership. The SC Coastal Council requested an update from the City regarding the investigation (letter from R. Chinnis dated 3/15/91) indicating they were prepared to take action on the application. The application was cancelled by the applicant's agent on 2/25/92, but on additional information exists in file. (verbal clarification from OCRM re: status of submerged lands ownership, reasons for withdrawals, is pending).
6. P/N 91-2A-008

A joint federal and state permit application to place a culvert and fill in intertidal mudflat/marsh was submitted on 1/10/90 (P/N 91-2A-008). The proposed activity received objections from federal and state resource agencies (SC Water and Marine Resources Division, NOAA National Marine Fisheries Service, and US Fish and Wildlife Service –see letters) based on impacts to fisheries habitat. The permit was denied and an appeal was initiated. Correspondence in the state file implies that an acceptable plan was developed and approved for on-site mitigation. The SC Coastal Council permit was issued on 1/5/93 and required mitigation for the wetland impacts at a 5:1 ratio. Correspondence in the file suggests initial mitigation efforts were unsuccessful/unacceptable. A one-year extension to the state permit was granted due to significant delays associated with securing the federal permit; the delays resulted from the Corps' desire to have mitigation performed off-site (an abandoned rail causeway up the Ashley River was ultimately selected as the mitigation site). The federal permit was issued by the Corps of Engineers on 5/14/96. The SCDHEC Office of Ocean and Coastal Resource Management (OCRM, formerly the SC Coastal Council) approved the mitigation plan on 6/5/96. Additional correspondence in the file from the Corps of Engineers (letter dated 3/18/88) suggest some issues existed regarding the compliance and success of the mitigation effort.

7. P/N 2001-1H-266

A joint federal and state application to expand the existing marina (nearly identical in scope to P/N 90-3T-434) was submitted on 5/2/01 (P/N 2001-1H-266). The proposed activity received no objections from the resource agencies but did receive a comment from the adjacent property owner, Ashley River Hotel Association, LLC, expressing concerns that insufficient information was provided with the application (e.g. adequacy of parking) for them to fully determine their position. No additional correspondence related to this comment exists in the file and it appears interest in the adjacent submerged lands (see P/N 90-3T-434) was resolved, as no comments were received from the City and the state and federal permits were issued (10/3/01 and 11/5/01 respectively). The work was completed as authorized. The OCRM permit expires on 10/3/06 and the Corps permit expires on 12/31/06.

8. OCRM02065

“Jet Dock” permit. Issued April 3, 2020. Expires April 3, 2025. Issued under provisions of SC Code Ann. Section 48-39-10, et seq. nd 23A

C. Marina Operations

1. Personnel responsibilities:
 - a) Account Manager - Administers accounts receivable and payable. Initiates billing and responsible for collections. Responsible for secure transfer and deposits of all monies. Maintains a ledger. Maintains customer files.
 - b) Area Manager – Responsible for overall operation of the Marina. Trained Class A/B SC DHEC UST Operator
 - c) Dockmasters – Responsible for day-to-day operations of marina. Log fuel sales, handle transient reservations and tenant records. Liaison to HPR Board. Trained Class C SC DHEC UST Operators.
 - d) Dockhands - Responsible for interacting with all potential customers and handling all sales on the fuel dock. Duties include assisting customers in whatever matter requested, completing all sales transactions, and directing boat traffic on fuel dock. Receive direction in all matters relating to maintaining and upkeep of outside areas. Trained Class C SC DHEC UST Operators.
2. Standard lease: A copy of Marina lease agreement is enclosed. SEE APPENDIX E.
3. All Marina permits, expired or otherwise, and the current Operations and Maintenance Manual, reports will be available, on file, in the Marina office at any given time.
4. Operating Hours: marina operations conducted by staff personnel will be done between the hours of 8:00 a.m. - 6:00 p.m. year-round, seven days per week. Fuel pumps to shut down 30 minutes before operating hours. Increased seasonal hours based on business demands and staffing. Marina operations will be closed in observation of Thanksgiving, Christmas Eve, Christmas Day, New Years Day, and close at noon New Years Eve.
5. In the event of personnel or observed boating accident. Staff will file an incident report, detailing the events of such incident.

II. WATER QUALITY MANAGEMENT / POLLUTION PREVENTION STRATEGIES

A. General Information

1. The Harborage at Ashley Marina is located on the west bank of the Ashley River between the U.S. 17 bridges and the James Island connector bridge. It is directly across from the Ripley Light Marina which is located on the west bank.
 - a. The marina is located in class SC waters, and is subject to the standards listed in APPENDIX A.
 - b. The nearest shellfish beds are located approximately 1/2 mile away, going north on the Ashley River's west bank.
2. To ensure compliance with the Water Quality Standards, the following facilities and services are provided:
 - a. SEE FIGURE 2. Two private restrooms and Two private shower facilities inside the main building. A laundry closet is provided in the same building, containing two washer and dryers, which has proven to be adequate for the amount of transient customer use. Oil change refuse is disposed of in a collection tank on the back side of the building which is regularly empties by a private recycling company.
 - b. Pump out service for holding tanks is provided at no charge to marina patrons, and is available at 4 locations along our fuel and gas docks, available during hours of operation. The system is very user friendly, but even so, staff personnel will be needed to operate pump. The unit is used to pump wastewater effluent to the terrestrial public wastewater facilities owned and operated by the City of Charleston.

In the event of a gas or oil spill on the water, see section II c.

3. Receipt of a permit from the State of South Carolina to construct and operate a Coastal Marina imparts to the owner/operator a responsibility for the protection and integrity of the environment in which the marina is sited. Such marinas are subject to environmental protection and regulation by various federal, state and local regulatory agencies. These agencies administer a number of statutes and rules designed to prohibit or modify those marinas which would be unreasonable degrade the quality of the coastal environment. It is in the interest of the owner/operator, therefore, to follow policies and guidelines which are consistent with the public interest, specifically the protection of the recreational marina environment. The primary purpose of the OCRM marina operations plan is to present, in one standardized format, those polices and guidelines established for the management of the primary environmental risks in coastal marinas.

- a. Reference the rules and regulations SECTION V

4. Live-aboards shall be regulated as designated in the marina master deed. Note: when a clarification on the master deed arises the rules and regulations shall prevail. The Marina operating permit and OCRM shall be deciding factor. Neither the Master Deed or the Rules and Regulations can override the operating permit or OCRM regulations. A live-aboard is classified as: any individual that occupies a vessel more than any ten(10) days during any thirty(30)-day period, and/or consistently habitats on a vessel for three(3)or more calendar months.

B. Sewage Pollution Management and Wastewater Pump-out Facilities

SEE FIGURE 2.

1. The pump-out system at The Harborage at Ashley Marina is a Sanisailor diaphragm suction pump, with a backflow check valve on the discharge side. It is a fixed system on the dock, which flows directly into the city sewer system on Lockwood Drive. Connections are located on three separate locations on T-Dock. All three connection locations will be operated only by designated marina personnel. Equipment operating instructions maintained at the Manager's office. It has been certified by SCDHEC.
 - a) The pump-out system shall be available for use during normal marina hours of operation.
 - b) At least one trained marina employee shall be required to operate the pump-out system.
 - c) The cost for the pump-out is free to all marina patrons, whether they are owners, tenants or transients.
 - d) The pump-out system shall be operated pursuant to published manufacturer's instructions. The sewage is discharged directly into the city sewer system located under Lockwood Drive.
 - e) Pump-outs are available only to type III sanitation holdings tanks.
 - f) Marina managers will maintain log of pump outs showing approx. gallons, date and time, and vessel name.
2. The restroom and shower facilities are located inside the main building (CU1) on the second floor. There are two private restrooms, each of which contains two sinks, two stalls, and two private shower closets. These facilities are available 24 hours per day to everyone who is given a combination to the locked door. These facilities are considered common use elements and are subject to the master deed's restrictions.
3. Contingency plans for wastewater discharge or spill (Standard operating procedures) - In the event of a spill, a report would be made to the following: United States Coast Guard spill response hotline 1-800-424-8802, SCDHEC Trident District Director and SC Wildlife and Marine Reserves Department. Sewage spill and clean-up shall be performed pursuant to emergency spill procedures modified as the event dictates for the handling of domestic strength sewage. The general manager will ensure that all marina employees are trained on proper procedures and equipment to be utilized to contain and clean-up sewage spills.
4. Litter Management
 - a) The marina has provided a total of eighteen 40-gallon garbage cans.
 - b) The garbage cans are emptied at the start and close of business daily.
 - c) Marina patrons are warned of our littering policies, and will be asked once to comply upon violation.
 - d) Seven recycling bins are on site at the main walkway deck for all owner, tenant, and transient use. Pick-up is Monday.
5. The Harborage at Ashley Marina provides one fish cleaning station located on the backside of the gas dock. The station consists of a 3 ft x 6 ft stainless steel countertop, with washdown hose. The fish station also includes a receptacle to throw away used and cut monofilament and hooks.

C. Fueling System and Facilities and Oil Pollution Management- owned by SHM-Ashley Fuels LLC

1. Diesel and gasoline fuels shall be dispensed only at designated fueling stations. Fuel shall be pumped to remote dispensers via buried tanks equipped with automatic leak detectors installed on each. Pump shut-off switches shall be located on the fixed pier head of gas dock and next to dock office on the diesel fuel dock. Manual pipeline shutoff valves shall be located at the pier head as well as inside each diesel sump. Design and construction of fueling facilities shall be designed and maintained pursuant to SCDHEC 401 Certification conditions.
 - a) Storage for both diesel and gasoline is provided by singular 20,000 gallon two-compartment Glasteel II tank. The tank is split 50/50 diesel and gasoline. 10,000 gallons of each fuel type.
 - b) The storage tank is situated on high ground in parking lot next to main building. Pressure is provided by electrical pumps located in the tank, and piped to the fuel dock gangway via 3 inch plastic fuel pipe. An automatic leak detection system is installed in the storage tank, which monitors the fluid level automatically twice per day, and any time on demand.
 - c) The emergency cut-off switch for the gasoline dispensers is located ankle height next to the gasoline pumps, providing immediate access to fuel dock personnel. The emergency cut-off switch for the diesel dispensers is located chest height across from the marina dock office next to slip D-35, providing immediate access to fuel dock personnel. Manual cut-off valves for each storage tank are located in each fuel sump on the fuel dock.
 - d) The marina provides 87 octane unleaded ethanol-free gasoline and ultra-low sulfur diesel fuel.
 - e) Diesel fuel is dispensed from two remote dispensers on T- dock. Trained staff will monitor all fueling operations. Two unleaded non-ethanol gasoline dispensers are located at the head of the main gangway, adjacent to picnic deck. City of Charleston regulatory conformance shall be as required by section 907.10 of the standard fire prevention code.
 - f) Operation hours vary according to season. Fuel pumps are open at normal business hours and shut down thirty minutes prior to business closing.
 - g) Fuel dock personnel are trained by SHM- Ashley Fuels LLC and marina management class A/B operators in the operation of fuel dispensers, and in emergency situations such as ruptured fuel lines, or spills. All dock personnel will be at a minimum, class C operators. At least one Class A/B Operator will be on staff.
 - h) Fueling policies are as follows: Marina personnel are responsible for providing the requested product to the customer by giving the hose nozzle to the customer, switching on the dispenser, and allowing them to dispense the fuel. After the desired amount is pumped, the pump is then switched off before the nozzle is handed back over to the employee for stowage. This ensures no spillage in the transfer process. Per Marina insurance policy Marina personnel shall not pump fuel for customers under any circumstances.

2. Pollution Strategies

- a) Absorbent pads are located in the dockhouse and gas hut.
- b) Training in the use of spill equipment and procedures is provided by marina management.
- c) Collection of contaminated spill products is accomplished by containing the products in plastic, leak proof bags, and storing them until the appropriate authority is contacted for disposal.

3. Fuel or Oil Response

- a) Responses will be handled in accordance with the guidelines found in Contingency Plan for the Spill of Oil or Other Hazardous Substances.

III. MARINA'S RULES AND REGULATIONS

UPDATED June 2020

In an effort to provide an inviting atmosphere for vessel owners at Ashley Marina the following rules and regulations are provided for your protection. Your cooperation in observing these rules will be appreciated.

1. **CONDUCT:** Owners/Tenants shall be responsible for the conduct and actions of the captain, crew and agents employed by the owner/tenant for the operation and maintenance of the owner's vessel, as well as for the conduct and actions of owner's/tenants guests, invitees, and lessees, and may be removed from the Marina for any violations of the Master Deed or these Rules and Regulations. An owner/tenant will file with the Association such information on any crewmembers attending to the vessels, as the Association shall deem necessary.
2. **USE AND OCCUPANCY OF THE BOAT SLIPS.** Except as may be provided elsewhere in the Master Deed, each limited common element boat slip shall be used only for the mooring or storage of one vessel in seaworthy condition and under its own power. Whenever any limited common element boat slip is owned by a non-natural person such as, but not limited to, a corporation, partnership or other entity the agent of such entity shall designate a specific family or individual who shall be entitled to occupy the boat slip. The adult members of the family designated by the entity to occupy the boat slip shall, by virtue of such occupancy, be deemed to have entered into a covenant in favor of the Association agreeing to comply with the terms and provisions of the master Deed, the Articles of Incorporation, Bylaws and these Rules and Regulations. No persons, other than the owner (or the designated family or individual of an entity-owner), or an authorized lessee, shall be entitled to occupy a boat slip.
3. **VESSEL REQUIREMENTS.** All vessels shall: (i) be fully equipped and operable for operation on the sea in accordance with the standards imposed by the U.S. Coast Guard (except during a period of temporary repairs); and (ii) comply with all licensing and registration requirements. Each vessel (including tenders, dinghies and personal watercraft) shall be registered with the Association on a fully completed form provided by the Association prior to moorage. All vessels shall present to association Manager, proof of insurance meeting association requirements and association supplied lease. All accepted forms are available on the Regime web site (myashleymarina.com) or at the dock house during normal hours of operation. No other leases or information forms will be accepted. Failure to comply will result in fines and or fees being assed to the Slip owner of the occupied slip. Fees will be accessed for each infraction in the amount of but not limited to \$100.00 per each 30-day period of violation after written notice of 15 days to comply. Boat Lifts and are not permitted in the Marina. Only approved jet docks are allowed in permitted slips.
4. **VESSEL CONDITION:** All vessels must be maintained in working order and in good operational condition. Vessels shall be kept clean and sightly. The Association manager shall have the right to have any un-kept, unsightly vessels repaired and/or cleaned (including corrosion), at the slip owner's expense.
5. **MOORING AND STORAGE:** Each vessel owner is solely responsible for the proper mooring of vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the vessel at all times. Any special mooring rules or procedures issued by the Association shall be complied with at all times. The size and dimensions of a limited common element boat slip does not represent that a vessel of that size can be moored or stored in the boat slip due to the presence of common elements, depth requirements and projections (including all bowsprits, booms, pulpits, and other projections and overhangs). Vessels (including all bowsprits, booms, pulpits and other projections and overhangs) must

be moored close to the dock consistent with good boating practice. Vessels (including all platforms, box spirals and other protrusions) may not extend beyond the boundaries of the limited common element boat slip into the waters or common elements of the Marina, except as approved in writing prior to moorage.

6. **EMERGENCY:** The dock layout with boat slip numbers is filed with the fire department and 9-1-1. For your safety, please make sure both the Association and the Harbormaster's Office have emergency contact telephone numbers for you. Only vessels, in good and seaworthy condition and under their own power, may enter a boat slip space. In the event that an emergency occurs during an owner's absence, the Association is authorized, but is not obligated, to make necessary repairs as economically as possible. Association charges incurred will be charged to the vessel owner and to the limited common element boat slip owner, if different, who shall be jointly and severally liable. The Association shall have the sole discretion as to whether any casualty repairs shall be made. The Association will make reasonable attempts to contact the owner after any casualty and prior to commencing repair. The owner agrees that in case of emergency, Association may move a vessel from the then occupied boat slip space to another.

7. **HURRICANE AND HIGH WIND THREAT.** During hurricane and other high velocity wind threats, each owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any other applicable agency. If a vessel sinks as a result of a storm, or for any other reason, the owner must remove the sunken vessel from the Marina immediately after the occurrence of such event; and, if not so removed within twenty-four (24) hours after the sinking, the Association may (but shall not be obligated to) remove the sunken vessel and impose a Special Assessment against the locker unit owner and his appurtenant limited common element boat slip for the cost of such removal. Each owner agrees to indemnify, defend, hold harmless and save the Association, its agents, employees and designees for and from any and all loss or damage incurred in connection with the exercise or non-exercise of the Association's rights hereunder. If a vessel owner plans to be absent during the hurricane season, the owner must prepare the vessel owner's boat slip and secure or remove, as appropriate, his vessel prior to his departure in accordance with the standards established by the Association (or in the absence thereof, with all due care), designate a responsible firm or individual to care for his vessel and occupied boat slip should there be a hurricane or other storm, and furnish the Association with the name, address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. The owner of the locker unit and appurtenant limited common element boat slip shall be liable for all damages caused to the Marina and to the Marina's dock facilities, vessels and other property of other owners for improper preparation or failure to remove, as the case may be, of a boat slip and vessel due to hurricanes and other storms.

Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with the Master Deed if any owner fails to abide by the provisions of this paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association, shall not be liable to any owner or other person or entity for any damage to persons or property caused by another owner's failure to comply with such requirements.

8. **SIGNS:** Only standard, pre-approved "For Sale" signs may be placed on a vessel. No other signs may be placed on a vessel and absolutely no signs shall be placed on docks, finger piers or boat slips. The Association may remove any non-approved sign from a vessel or boat slip without notice to owner and

such removal will not constitute a trespass. Similarly, an owner may not affix or attach screws, nails, bolts, or other attachments to docks to hold any articles, fixtures, or equipment without prior written permission of the Association.

9. **CHILDREN:** Children under the age of 14 must be accompanied by an adult at all times! Children's bicycles, scooters, skateboards, skating, etc. are prohibited on the Marina property.
10. **PETS:** Pets shall be leashed at all times within confines of the Marina and toileted on designated grassed area. All pet droppings must be picked up and properly disposed of in designated drop off location (not in the water) and rinse pet urine completely off the dock area. Pets shall not be permitted to jump on or otherwise disturb any other owners and guests.
11. **BIKES:** Any bikes stored on the premises must be in working condition. Any bikes that are not in working condition will be removed from the Marina property.
12. **NOISE:** Noise shall be kept to a minimum at all times. Operations of engines, generators, radios/stereos and television shall not create a nuisance or disturbance. Per City Ordinance: "It shall be unlawful for any person, entity or establishment to play, operate or cause to be played or operated, any radio, amplified musical instrument including but not limited to brass or drum instruments or the amplified device or apparatus making or reproducing musical or other sounds within a privately owned or controlled courtyard or outdoor area after 11:00 p.m. and before 7:00 a.m. in such a manner as to be audible in any public street or right-of-way. It shall be unlawful for any person, entity, or establishment to make, continue, or allow to be made or continued, any clamorous singing, yelling, shouting, whooping, bellowing, hollering, or other loud, obstreperous, wanton and unnecessary noises, or to make, continue, or allow to be made or continued, any loud gatherings, either in the day time or at night, which disturb the peace and quiet of the city, whether in the public street, on privately owned or controlled property, or within enclosures, public or private." Police reports will be filed for any noise ordinance violation and carry a fine of \$500 assessed to the slip owner.
13. **FREEZERS & REFRIGERATORS:** The Association is not responsible for spoiled food in freezers or refrigerators for any reason at any time.
14. **PARKING:** One parking tag will be issued per locker unit. Cars parked in the Marina parking lot without tags may be towed or booted at the discretion of the Marina. Replacement tags are \$100 billed to regime account or paid in full up front. The Association does not guarantee the availability of a parking space on the Marina property. Offsite parking is available at the City garage located on the other side of Lockwood Boulevard from the Marina. Parking of trailers, campers, or motor homes is prohibited unless prior approval has been obtained from the Association. Any car or truck parked longer than seven days must have an extended parking pass displayed in the windshield. These extended parking passes are for vehicles parked when the vehicle owner's vessel is traveling for more than a 7 day period. Extended parking passes will be assigned at the Marina Management's discretion. If the Marina Management concludes that the extended parking tag is being abused, or if tag is being used to park a vehicle for the purpose of storage. Marina Management has the authority to revoke the tag and remove the car or truck from the lot. To obtain an extended pass for parking while traveling with your vessel, contact our Marina Management Staff in the dock office. Assigned parking tags are for use in conjunction with the corresponding slip and vessel. Tags used for any other purpose can be suspended and offending vehicle booted or towed at the sole discretion of association management. No vehicle maintenance may take

place in the parking lot at any time. Vehicles left unattended in need of repair may be towed at the discretion of Marina Management. The Association is not responsible for damages to vehicles in the parking lot. The Association shall have sole authority to designate and manage Marina property parking spaces.

15. **GARBAGE/RECYCLING:** Refuse shall not be thrown overboard. Garbage and recycling shall be deposited in containers supplied for that purpose. Notify the Association's dock attendant if an item will not fit in a supplied container and he/she will assist in disposing of it. Dumpsters are for household garbage only. The marina does not supply bulky waste removal and must be disposed of offsite. The marina offers waste oil disposal only and does not offer disposal of other hazardous waste or materials.
16. **OUTSIDE CONTRACTORS:** Outside contractors must check in with the Association office and provide proof of liability insurance. The Association is not responsible for work done by any outside contractor.
17. **SECURITY ISSUES:** Report any unusual activity to the Marina office during working hours 843-722-1996. Keep our Security Gate closed during evening hours for the security of all here at the Marina. Please contact Charleston City Police after hours 843-743-7200.
18. **LOUNGE:** Smoking and drinking alcoholic beverages is not permitted in the lounge.
19. **RESTROOMS/SHOWERS:** Smoking is not permitted in restrooms. Please do not leave personal items in the restrooms. No pets or wet suits allowed in showers.
20. **REPAIRS ON DOCKS:** Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance allowed shall be at the sole discretion of the Association.
21. **STORAGE ON WALKWAYS/ DOCKS / FINGER PIERS:** Owners and other boat slip users shall not store supplies, materials, hoses, tenders, dinghies, skiffs, accessories, or debris on walkway, docks or finger piers and shall not construct thereon any lockers, chests, cabinets, or similar structures. Bicycle storage racks are provided at the entrance to the Marina. Those persons electing to take their bike to a vessel must store it on their Vessel and, for safety reasons, never locked to power pedestals, standing or laying on docks. Bicyclist riding on the docks must proceed at slower speeds yielding right of way to all persons on foot. Any items left on walkways, docks or finger piers may be removed and disposed of by the Association. Only dock boxes authorized by the Association's manager may be placed on piers. Only hoses authorized by the Association's manager may be used (with the same being stored when not in use).
22. **LEASING:** Owners that self-lease their slips will need to utilize the Harborage at Ashley Marina Standard Lease when leasing their slip(s). This standard lease is effective immediately for all new leases, and, by May 1, 2015 ALL owners must have this standard lease in use for ALL self-leased slips. This standard lease can be found on MyAshleyMarina.com. Leasing of limited common element boat slips is subject to the Master Deed and the approval of the Association as to the form and substance of a lease form to be utilized. Any limited common element boat slip tenant shall be subject to the Master Deed, these Rules and Regulations and such other notices and directives as the Association may promulgate, from time to

time. The Association shall have the right and power, but not the obligation, to move a vessel from its boat slip space in the event of an emergency.

23. **ADVERTISING:** Advertising or soliciting of sales or leases of the vessel, appurtenances, or property of any type shall not be permitted on any vessel or dock within the Marina. Neither the vessel nor Marina's address shall be used for business purpose unless the Association grants permission in writing.
24. **COOKOUTS / GRILLS:** Only *gas* grills shall be permitted on boats. No grills of any kind shall be permitted on the docks or the finger piers.
25. **IMPROPER DISPLAYS:** Clothing and towels shall not be hung on boats, docks, or finger piers in the Marina.
26. **WATER:** Dockside water is not permitted on or to be connected to an unattended vessel. Do not run dockside water through A/C units. Use of dockside water shall be at the user's sole risk. The Association has no responsibility for regulation of water pressure. Any boat attaching a dock hose should have a pressure regulator capable of preventing any over pressurizing of said water system.
27. **FUEL:** Do not leave vessel unattended at fuel dock. The vessel's captain is responsible for the selection and pumping of fuel. The Ashley Marina attendant may assist the captain. The vessel owner will be responsible for the costs of any fuel or oil cleanup related to discharge while at the fuel dock, in a slip, or otherwise.
28. **WASHERS / DRYERS:** Do not leave clothes in laundry room. The Association is not responsible for clothes left unattended. Smoking is not permitted in laundry room. *Only clothing that is worn may be washed. No rags.*
29. **VESSEL DISCHARGE:** The limited common element boat slip owner as well as the vessel owner, if different, will be jointly and severally responsible for the costs of any cleanup related to any discharge from the vessel. Sewage, oil, spirits, inflammable liquid or oily bilges may not be discharged into the Marina.
30. **ELECTRICAL BOXES:** Vessel owners should keep electrical boxes locked. Vessel owners are responsible for all electrical consumption at their own risk. Only marine grade shore-power cords shall be used. Household extension cords are prohibited from being used for shore-power and battery charging. Cords under 30amp rating must include GFCI protection.
31. **DAMAGE:** Vessel owners will be responsible for any damage caused by their vessel, including but not limited to damage to other vessels and/or property damage.
32. **EFFECTS OF WEATHER ON VESSEL:** The Association is not responsible for any damage to a vessel caused by the weather. This includes, but is not limited to, hurricanes, tornadoes, freezes, rain, lightning, snow, flooding, high winds, etc.

33. **DOCK CARTS:** Please return dock carts to posted drop location.
34. **FISH CLEANING TABLE:** Please discard large fish into provided disposal cans. No fish remains should be thrown into Marina waters. Please clean table after use.
35. **SWIMMING:** Swimming, diving, or fishing shall not be permitted from any dock, pier, vessel or any attachment thereto.
36. **BAILMENT:** There is no agreement to create a bailment of the vessel, nor does the Association intend to create a bailment of the vessel. It is the full responsibility of the vessel owner to make arrangements for the safety and protection of his vessel and appurtenances. The vessel owner and vessel will indemnify and hold harmless the Association from any costs, expenses, damages and claims due to any type of loss due to fire, theft, collision and/or sinking.
37. **PERSONAL INJURY/PROPERTY DAMAGE:** The Association shall not be liable for any personal injury or property damage to the vessel owner or to the vessel owner's agents, employees, relatives or guests, which may arise out of the use of the boat slip or walkways, docks, finger piers or any other property of the Marina. The vessel owner and vessel will indemnify and hold harmless the Association from any costs, expenses, damages, and claims due to personal injury, illness or death arising from the use of space or facilities, where such injury or damage is caused in any part regardless of how slight by the actions or omissions of the vessel owner, vessel owner's agents, employees, relatives or guests.
38. **INSURANCE:** The vessel owner agrees to maintain at all times a marine hull insurance policy of a "named perils" or "all risks" type for the value of the vessel and a third party liability policy of not less than \$500,000 and the Harborage At Ashley Marina shall be named as an additional insured, Pollution coverage shall be named on the policy. In the event said vessel shall be used for the purpose of living aboard association manager will need to be supplied by the insurance carrier proof that Liveaboard are indeed covered by said policy. Vessels used for commercial purposes shall carry commercial insurance and include gangway and extensions coverage. Owner agrees to furnish the Association with certificate of insurance coverage applicable to the license period. This coverage must at all times be current and in force. Any slip owner and or Tenant not complying with the above will be notified in writing of the requirement. After fifteen days (15) a fee of \$100.00 will be assessed to the owner of the slip. An additional \$100.00 will be assessed every 30 days thereafter. Any vessel in the process of eviction by slip owner or it manager will not be subject to any assessment for failure to comply. Documents showing a legal action is underway must be supplied to the association Manager.
39. **STORMS:** In the event of a storm, the owner of each boat in or at the Marina shall be deemed to have appointed the Association as his agent with authority to take all actions reasonably necessary to preserve and maintain the Marina facilities and such boat, in that order. The vessel owner authorizes the Association to have necessary emergency repairs made, which will be charged to the vessel owner and paid within (30) thirty days after billing.
40. **EVACUATION:** In the event any lawful authority orders the evacuation of persons from the immediate area each vessel owner shall immediately leave the Marina facilities and cause his vessel, or the vessel docked at the facility at his instance, to be removed. If owner is not available or cannot be reached, the Association has owner's approval to have vessel or vessels moved at the sole expense of the owner. Any

damage caused by such persons or vessels wrongfully remaining or left at the facility shall be repaired at the sole expense of such person and vessels. The Association will not assume any responsibility for damage resulting from acts of God such as high winds, tides, lightening, etc.

41. **WAKE ZONE:** Please remember the entire Marina area is a no wake zone... idle speed only through the Marina.

42. **JET DOCKS:** Only approved jet docks by Dock Blocks are allowed in permitted slips. Permitting changes are made by the Association and owners are not able to permit themselves. A jet dock must not extend beyond the boundaries of the limited common element boat slip. A jet dock constitutes one vessel. Only one vessel is allowed to occupy a boat slip.

43. **LIVE-ABOARD MORATORIUM:** Effective 1/1/16 a moratorium is placed on our live-aboard program and no **NEW** live-aboard tenants will be allowed at the Harborage at Ashley Marina. All existing live-aboards will be allowed to remain effective 1/1/2016, provided all Marina Rules and regulations are being followed. Failure to comply with the 1/1/16 moratorium will result in a \$275.00 monthly non-compliance fee to the slip owner, and revocation of any parking pass. A live-aboard is classified as: Any individual that occupies a vessel more than any ten (10) days during any thirty (30) day period, and/or consistently habitates on a vessel for three (3) or more calendar months. Personal circumstances may be allowed but only with marina staff approval, for example: boat owner vacationing on their vessel. The live-aboard moratorium does not apply to slip owner's living aboard their personal vessels.

44. **MODIFICATION OF RULES BY MANAGER:** Pursuant to the Master Deed, if the Association Manager determines, in its reasonable judgment that circumstances require the adoption of any Rule or Regulation or the modification of any Rule or Regulation, the Association Manager may publish the same which shall remain in effect until revoked by the Board of Directors in accordance with the Master Deed. The Association Board, consistent with the Master Deed and Bylaws, may impose, fix, or levy fines for breach of the above Rules promulgated by the Board or the Association Manager.

IV. Appendix

A. SC Classes and Standards for tidal saltwaters

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Water Classifications and Standards

(Regulation 61-68)

April 24, 1992

B. SC DHEC & Charleston CPW Utility Permits

C. Emergency Plan

The Harborage at Ashley Marina. - EMERGENCY PLAN

This plan provides information and set forth policies to assure prompt, effective and correct response to marine emergencies which may occur at The Harborage at Ashley Marina. The priority of concern will always be:

1. Safety of life.
2. Safety of property.
3. Environmental protection.

The primary consideration is for personal and/or public safety. In case of fire and/or explosion, all injured personnel shall be removed from the immediate vicinity of an accident for further medical treatment if possible. In this process, no one shall endanger his or her own safety. If an injured person is not in danger of further injuries, he or she will not be moved until done so under the guidance of a competent medical authority. If a person is in the water, throw him or her a flotation device with some sort of retrieval line attached, if possible. If the person is unconscious and it is necessary to enter the water to save him, ensure that you provide yourself with a wearable floatation device which will support both of you. Fire, police and medical help will be called immediately.

The secondary consideration is for the protection of property. In case of fire and/or explosion, all surrounding movable property, i.e., boats, trailers, automobiles, etc., shall be moved from the area. **NEVER UNTIE, CUT, OR SET ADRIFT A BURNING BOAT FROM THE DOCK**, as it could float into other boats moored at this marina or other property, resulting in damage to that property. It is much easier to combat a fire on a boat tied to the dock, than one floating adrift on the water. A burning boat may be towed to an isolated area to facilitate fighting the fire and lessening the risk to surrounding property. In case of any accident, all property will remain undisturbed until all professional departmental investigations are completed.

The third consideration is for the environmental protection. As with any accident (fire, explosion or sinking), there is usually a chance of some environmental pollution. Debris, oil and gasoline are all possible and can drift free of the boat causing more hazards. Containment of these is of utmost importance. Oil booms and absorbent rags are stored in a bin at the bottom of the fuel dock gangway marked "Spill Kit Response". Absorbent pads and booms are also located in a locker labeled "Emergency Spill Equipment", which is located on the fuel dock.

These plans are to prepare you for the possibility of an emergency in our marina and maybe on your boat. Please read and be familiar with them. The following checklists will be posted near all telephones, VHF radios and emergency equipment. They should also be kept for your personal reference.

D. Hazardous Spill Plan
August 2009

Contingency Plan for Spills of Oil and Other Hazardous Substances

**South Carolina Department of Health
and Environmental Control
Third Edition 1986**

South Carolina Department of Health
and Environmental Control
2600 Bull Street
Columbia, SC 29201

OIL SPILL PLAN

In the event of a fuel spill the following course of action will be taken by The Harborage at Ashley Marina employees.

Notify manager on duty

1. Secure source of spill to stop the flow.
2. Deploy containment booms and enclose spill.
3. Contact national spill hotline.
4. Apply absorbent pads to spill.

Note: If spill is of a large nature, which is beyond scope of marina to maintain, a certified Hazardous Material Response Company will be called. This will only be done by SHM-Ashley Fuels by calling 843-810-7181.

No dispersant of any kind is to be put on any spill at any time period.

If a vessel is included, the owner will be notified as they are responsible for any discharge from their vessel.

All used booms and pads are to be deposited in trash bag.

E. Standard Slip Lease Agreement

The Harborage at Ashley Marina
Standard Slip Rental and Security Agreement

****Non-liveaboard. Occupying the vessel no more than any ten (10) days in any thirty (30) day period.****

(To be utilized by all lessors/landlords and lessees/tenants leasing of boat slips at The Harborage at Ashley Marina.)

State of South Carolina
County of Charleston

This vessel storage agreement and security agreement (the "Agreement") is made and entered into on (date) _____, by and between Landlord of LU# (Landlord and LU#) _____ from here on known as Slip Lessor or Landlord and _____ (Lessee or "Tenant").

Whereas, Tenant is desirous of leasing Boat Slip Number _____ (the "Boat Slip") from the Landlord of LU# _____ at 33 Lockwood Drive, Charleston, South Carolina.

Now, therefore, for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which as consideration are hereby acknowledged, the parties agree as follows:

Tenant agrees to lease the Boat Slip from the Slip Landlord commencing on _____ for a term of _____ months at a rate of _____ per month. In the event that this agreement expires, then this agreement will continue on a month to month basis until terminated by either party. After the expiration of this agreement, all of the terms and conditions of this agreement will remain in effect, except that the Tenant agrees to pay the monthly rate being used by the Slip Landlord at the expiration of the aforementioned term.

Owner and Tenant agree upon the additional terms and conditions hereinafter set forth.

In the event that the slip owner falls in arrears on regime fees which may prevent the tenant from receiving services, utilities and/or suspension of parking tag, the tenant, once advised, shall make rents payable to the Harborage at Ashley Marina HPR and passed through the landlord to the Harborage at Ashley Marina HPR until such time as all regime fees are current. An accounting fee of 15% will be charged to the slip owner during this period until all regime fees are current.

Tenant shall pay a refundable security deposit to the Landlord in the amount of one month's dockage _____ prior to vessel arrival. This security deposit is fully refundable to the tenant after the terms of the lease have been met, and tenant vacates slip.

The Tenant agrees to pay for all rent and damages to Slip Landlord by the first (1st) day of each month, and shall be considered delinquent if not paid in full by the (5th) fifth day of the month.

Delinquent fees are as follows:

This Agreement may not be assigned by Tenant and the Boat Slip may not be sublet by Tenant.

Slip Landlord or tenant shall have the right to cancel the lease at any time on thirty (30) days written notice, after the terms of the lease have been met. Upon termination, Tenant will receive a pro-rata refund of any prepaid rent.

At any and all times while the Tenant's Stored Boat is located at the Marina, the Tenant agrees to carry liability insurance in the minimum amount of \$500,000.00 for injury to or death of any one person and with minimum limits of \$500,000.00 for property damage. All policies will name The Harborage at Ashley Marina as an additional insured. All policies will include pollution and salvage coverage. All commercial vessels will include gangway and extensions coverage on their commercial policy.

All such liability insurance of the Tenant shall be maintained in full force and effective during the time period Tenant's Stored Boat is located at the Marina and/or during the term of this agreement. Prior to storing the Tenant's Stored Boat at the Marina, the Tenant shall furnish the Marina with a certificate of insurance evidencing the insurance coverage's above required.

BOAT INFORMATION (the "Stored Vessel"):

Manufacturer: _____ Year: _____

Model: _____

Boat Name: _____ Overall Length: _____

Captain's Name: _____
("If applicable")

Captain's Contact #: _____
("If applicable")

TENANT INFORMATION:

(Street Address)

(City) _____

(State) _____

(Zip) _____

Telephone Numbers:

(Home) _____ (Cell) _____ (Office) _____

Email Address: _____

Alternate Contact Information:

Name: _____ Phone: _____

Email Address: _____

Landlord and Tenant agree upon the additional terms and conditions hereinafter set forth.

It is agreed that the Boat Slip shall be used by the Tenant for the storage of the Tenant's Vessel fully described above, and for no other purposes whatsoever. Tenant shall not occupy the vessel more than any ten (10) days during any thirty (30) day period, and/or consistently habitat on the vessel for three (3) or more calendar months in a twelve (12) month period.

The Slip Landlord providing the Boat Slip and any other services to the Tenant and the Tenant Vessel based upon the credit of the vessel and the representations of the Tenant.

Charges for all other necessities provided to the Tenant Vessel and for services provided to the Tenant Vessel and/or Tenant, by Slip Landlord must be paid upon receipt of an invoice or statement. Tenant agrees that necessities and any other services provided to the Tenant Vessel and/or Tenant by Slip Landlord are provided based upon the credit of the Tenant Vessel and Tenant, and that Slip Landlord will have a maritime lien against the Tenant Vessel for any dockage, other necessities, or other services provided by Slip Landlord to the Tenant Vessel.

If rental charges and any other charges or accounts due to Slip Landlord, including late charges, are placed in the hands of an attorney for collection, Tenant agrees to pay, in addition to all such rental charges and any other charges or accounts due to Slip Landlord, reasonable attorney's fees and collection costs. Slip Landlord shall have and is hereby granted a lien upon the Tenant Vessel and all other property of Tenant occupying the rented space or Boat Slip for all such charges and/or accounts, including interest, attorney's fees and collection costs. In the event such rental charges and any other charges or accounts due to Slip Landlord are not paid within ten (10) days of written demand upon Tenant, Slip Landlord shall be entitled to exercise the following rights and remedies:

- a. Remove Tenant's Stored Vessel from the Boat Slip to an alternate Boat Slip or reasonably convenient anchorage using tenants mooring equipment, with entire expense thereof, including the cost of an alternate Boat Slip or towing cost, being solely for Tenant. During any such removal or storage, Slip Landlord shall not be liable to Tenant for damage to said Tenant Vessel, equipment or personal property located thereon.
- b. Sell the said Tenant Vessel along with any equipment or personal property of Tenant occupying the Boat Slip or in Slip Landlords possession at public or private sale, and Slip Landlord may become the purchaser at any such sale. In the event the Tenant Vessel does not sell for sums sufficient to pay all amounts owed to Slip Landlord, Slip Landlord shall be entitled to recover the amount of such deficiency from the Tenant.
- c. In the event that Slip Landlord must institute an *in rem* proceeding against Tenant Vessel and the Tenant Vessel is arrested by the U.S. Marshal Service, Tenant agrees that Slip Landlord may serve as and be appointed the Substitute Custodian of the Tenant Vessel and that the vessel may be sold at a U.S. Marshal sale by court order for thirty-five (35%) percent or more of the Tenant Vessel's fair market value at the time of the sale.

The Tenant recognizes the right of the Marina to unilaterally establish rules and regulations for the use of the Marina facility and Boat Slip, including hurricane procedures. The Tenant agrees to comply with all such rules and regulations now existing or which may be hereafter established by the Marina, all of which shall be deemed incorporated herein by reference. Tenant does further agree that Tenant shall be responsible for ensuring compliance with the said rules and regulations by Tenant's guests and that compliance with said rules and regulations shall be a condition to any use of the Marina facilities by any of Tenant's guests. Tenant further agrees to abide by The Harborage at Ashley Marina Rules and Regulations, including any modifications to the said Rules and Regulations. Tenant hereby acknowledges that a current copy of the said Rules and Regulations may be obtained at the Regime website for review. (MyAshleyMarina.com)

Tenant accepts the rented space or Boat Slip "as is" and with full understanding that the Marina and the Boat Slip are subject to hazards from weather, fire, explosion, storms, wave and wind action, and to other hazards unique to marinas. Tenant has examined the premises to Tenant's satisfaction and voluntarily assumes any risk in storing and/or mooring Tenant's property in the Boat Slip. The relationship between the Slip Landlord and Tenant is solely that of landlord and Tenant. Marina and Slip Landlord have no responsibility for the safekeeping of the Tenant's Vessel, or the condition of same, and is not responsible, therefore, as warehouseman or bailee of the Tenant's Vessel and any other property of the Tenant or Tenant's captain, crew, family, employees, invitees, and guests. Tenant shall at all times remain responsible for the care, custody, operation and control of Tenant's Vessel, including the proper mooring and securing of same.

This Agreement is for the use of Boat Slip only and such space is to be used at sole risk of Tenant. Tenant agrees to not permit any use or possession of illegal drugs, or drug related activities by Tenant and Tenant's captain, crew, family, employees, invitees, and guests.

Tenant and Tenant's heirs and assigns, hereby agrees to hold harmless the Marina, the owners of the Marina, the owner or Landlord of the Boat Slip, Marina management or employees, or any agent of the Marina from any and all liability or damages for personal injury, loss of life, or property damages to Tenant and Tenant's captain, crew, family, employees, invitees, and guests arising out of, or in connection with, the condition or use of the Tenant's Vessel, motor and accessories, or the use of Boat Slip, the Marina premises and facilities.

The Tenant and Tenant's heirs and assigns, hereby release and agree to indemnify and hold harmless Marina, the owners of the Marina, the Owner or Landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina from any and all liability for loss or damage to the Tenant or related to the Tenant's Vessel, or the contents thereof, due to fire, theft, collision, windstorm, allision, perils of the sea, accident or like causes. It is agreed that the Marina and Slip Landlord is not responsible for damages to Tenant's Vessel due to fire, storm, theft, winds, ice, Acts of God, outside labor, or the work of independent contractors, even if the said damages were caused by the negligence of the Marina, owners of the Marina, owner of the Boat Slip, the Marina management or employees, or any agent of the Marina.

Marina and Slip Landlord is not considered under this Agreement as an insurer of Tenant's Stored Vessel and contents thereof, and Tenant agrees to obtain adequate insurance covering damage to Tenant's Vessel and contents thereof, due to fire, theft, collision, windstorm, accident or like causes. Marina and Slip Landlord will not be held responsible for contents of the Tenant's Vessel, such as fishing equipment, electronics, water ski equipment, diving equipment, life preservers, or any other items of personal nature left or stored in or on the Tenant's Vessel. Tenant hereby waives existing claims against the Marina, the owners of the Marina, the Owner or Landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina. Tenant also waives any future claims against Marina, the owners of the Marina, the Owner or Landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina due to negligent operation of Tenant's Vessel by Tenant and Tenant's captain, crew, family, employees, invitees, and guests. Tenant waives any claims against Marina, the owners of the Marina, the Owner or landlord of the Boat Slip, the Marina management or

employees, or any agents of the Marina to any occurrences or accidents which take place on land or water. Tenant agrees to indemnify and hold harmless the Marina, the owners of the Marina, the Owner or Landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina from any and all liability for any claim, lawsuit, or civil action brought or maintained by the Tenant and/or Tenant's captain, crew, family, employees, invitees, and guests arising out of any personal injuries sustained by the Tenant and Tenant's captain, crew, family, employees, invitees, and guests.

Marina, Boat Slip Landlord and Tenant, with respect to any claim(s) for indemnification Marina and the Boat Slip Landlord may have under this agreement Service or for any suits or claims of liability by third parties asserted against or imposed upon or incurred by Marina and the Boat Slip Landlord that are subject to indemnification under this Agreement ("Third-Party Claim"), shall comply with each of the following conditions:

- A. The Marina and/or Boat Slip Landlord shall give Tenant prompt notice of any Third-Party Claim, and Tenant shall undertake the defense of Marina and/or Boat Slip Landlord by representatives of Tenant's own choosing, but reasonably satisfactory to Marina and/or Boat Slip Landlord. Marina and/or Boat Slip Landlord may, at their sole option and expense, elect to participate in, control, such defense.
- B. In the event that Tenant, within fifteen (15) days after notice of any such Third-Party Claim, fails to defend, the Marina and/or Boat Slip Landlord may (without further notice to Tenant) elect to undertake defense, compromise or settlement of such Third-Party Claim for the account of Tenant, subject to the right of Tenant to assume defense of such Third-Party Claim at any time prior to settlement, compromise or final determination thereof upon payment of Marina and/or Boat Slip Landlords legal fees, costs and expenses, and with counsel reasonably satisfactory to Marina and/or Boat Slip Landlord.
- C. Anything in this Paragraph to the contrary notwithstanding, Tenant shall not, without Marina and/or Boat Slip Landlords prior written consent settle or compromise any Third-Party Claim or consent to entry of any judgment with respect to any Third Party Claim. Tenant may, without Marina and/or Boat Slip Landlords prior written consent, settle or compromise any Third-Party Claim or consent to entry of any judgment with respect to any Third-Party Claim which requires solely money damage paid by Tenant and which includes as an unconditional term thereof the release of Marina and/or Boat Slip Landlord from all liabilities in respect of such Third-Party Claim.
- D. If during the course of defending a Third-Party Claim, Tenant believes its potential liability under its indemnification obligation for personal injuries and deaths contained is likely to exceed the Tenant's insurance coverage, the Tenant shall notify Marina and/or Boat Slip Landlord. Tenant shall then transfer the defense of the pending suits and claims to Marina and/or Boat Slip Landlord and cooperate in arranging for their orderly transition. Marina and/or Boat Slip Landlord is not responsible for any damage or loss to speedometer pickups, depth sounder transducers, trim tabs, Bimini or canvas tops left in the up position, radio or loran antennas, outriggers, flag masts or for any manufacturer's imperfections or hull weakness, or any other items attached to the Tenant's Vessel. Tenant shall insure that any equipment that must be maintained during the time the Vessel is at the Marina, and that is not specifically being worked on by Marina, is maintained. Marina and/or Boat Slip Landlord is not responsible for the care or maintenance of any equipment on the Vessel that it is not specifically being worked. Tenant is responsible for insuring plugs are installed on the Tenant's vessel. Tenant is responsible for insuring stored vessel is protected from freeze damage while at Marina. Marina and/or Boat Slip Landlord is not responsible for personal items and loose equipment left on the stored vessel. Tenant is responsible for winterizing the Tenant's vessel.

Should a breach of this Agreement or violation of rules and regulations established by Marina occur, the Marina may terminate this Agreement by written notice to the Tenant at the address specified above. Said termination shall become effective immediately upon the mailing of such notice. Tenant shall thereupon immediately pay all sums due Slip Landlord and shall remove said Tenant's Vessel no later than the 5th day following the notice.

Tenant agrees that such termination will result in the Tenant forfeiting any prepaid rent.

Tenant shall not remain in possession of leased Boat Slip after expiration of this lease.

Tenant acknowledges that the Marina has an unfenced border, that the Marina and/or Boat Slip Landlord assumes no responsibility for security of the Boat Slip, Tenant Vessel or other incidental items, and that the Marina and/or Boat Slip Landlord assumes no responsibility for prevention of theft of or damage to the Tenant's Vessel.

Tenant will have installed at all times a working bilge pump with float switch and inline fuse.

No Tenant's Vessel or motor, while occupying the Boat Slip, shall be sold, advertised or displayed for sale from the rental space without permission of the Marina and/or Boat Slip Landlord. It is further understood and agreed that the Tenant shall not, without written permission from Marina and/or Boat Slip Landlord, either directly or indirectly, in any manner conduct or engage in any business or commercial activity on either the Boat Slip or on any other premises of the Marina. Violation of this provision shall render this Agreement subject to immediate termination and forfeiture of prepaid rent.

It is understood and agreed that the Marina and/or Boat Slip Landlord, its agents or employees, are authorized to move and/or operate the Tenant's Vessel during the making of repairs, or when necessary for normal Marina operation, and to provide in and out service to and from the leased Boat Slip.

Any condition aboard any Tenant's Vessel which, in the opinion of the management, constitutes a fire hazard or a health menace or a danger to public safety, must be corrected immediately by Tenant. Refuse, oil and/or all flammable liquids must be deposited in receptacles supplied for that purpose. Should any discharge of oil into the Marina be detected, Tenant shall take prompt action to stop discharge and immediately notify Marina and/or Boat Slip Landlord. Failure to comply will result in penalties in accordance with the Oil Pollution Act of 1990 and the general Water Pollution Control Act. Marina and/or Boat Slip Landlord shall have the right to take any steps necessary to remedy any unsafe conditions on the Tenant's Vessel or clean any spillage of contaminants.

Swimming, diving, fishing, crabbing and shrimping are not permitted from the floating docks, sea walls and the Tenant's Vessel. The wake of the Tenant's Vessel operated within the area of the Marina premises must not cause damage or discomfort to other vessels or floating docks. The Tenant's Vessel must be operated at idle speed at all times in or near the Marina. Tenant will be held responsible for any damage resulting from the Tenant's Vessel wake.

Any persons causing injury or damage to other persons, floating docks or other vessels shall be liable therefore. Violations of Marina rules and regulations, disorder, or indecorous conduct by a patron, Tenant, and Tenant's captain, crew, family, employees, invitees, and guests that might injure a person, cause damage to property, or harm the reputation of the Marina and/or Boat Slip Landlord is cause for immediate termination of this Agreement, immediate removal of Tenant's Vessel from Marina premises, and forfeiture of any prepaid rent.

The dockage facilities or Boat Slip has been inspected by Tenant and are satisfactory to Tenant. Damage to Tenant's Vessel alleged by the Tenant to have occurred due the fault of the Marina and/or Boat Slip Landlord must be reported to Marina and/or Boat Slip Landlord before Tenant's Vessel leaves the Boat Slip. Marina and/or Boat Slip Landlord will not be liable for any damage to the Tenant's Vessel, including such damage caused by the negligence of the Marina and/or Boat Slip Landlord and its employees or agents. Marina and/or Boat Slip Landlord reserve the right to inspect the Tenant's Vessel prior to gaining access to Boat Slip.

This Agreement shall supersede any existing lease or agreement between Tenant and Slip Landlord and any such

lease or agreement shall be deemed null and void upon the effective date of this Agreement.

The terms of this Agreement shall be separable, and if any provision hereof, or any part of any provision be held to be invalid or unenforceable, such holdings shall not affect the validity or enforceability of any other provision or part thereof in this Agreement. Should there be a waiver of any term or condition of this agreement by Slip Landlord, such waiver shall not be deemed a continuing waiver, and all other terms and conditions of this agreement shall remain in full force and effect.

There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear or electrical and water services provided by Marina. Marina and/or Boat Slip Landlord shall not be liable for any damage caused to Tenant's Vessel and its electrical system, electronics, wiring, equipment, engine(s), generator(s), or any other appurtenance of the Tenant's Vessel caused, or allegedly caused, by any electricity provided to or sold to the Tenant by Marina.

The person signing below does hereby certify that the description of the Tenant's Vessel as set forth above is correct and that he/she is the lawful owner of the Tenant's Vessel, or is authorized to subject the Tenant's Vessel to the provisions of this agreement.

In the event of the issuance of a hurricane or tropical storm warning by the National Hurricane Center, it shall be Tenant's responsibility to be aware of such warning, and to make arrangement for the removal of the Tenant's Vessel from Marina, or insure that the Tenant's Vessel is properly and safely moored or stored.

Any and all actions or disputes arising under this Agreement, or in connection with the Marina and/or Boat Slip Landlord providing services to the Tenant and/or Tenant's Vessel, shall exclusively be brought and determined in a state court located in Charleston County, South Carolina, or the United States District Court for the District of South Carolina, to the exclusion of courts of any other place or forum. This contract shall be governed by the general maritime law of the United States and the laws of the State of South Carolina.

The parties have executed and caused these present to be executed and their seals affixed the day and year first above written.

Landlord: _____
Name Signature Date

Tenant: _____
Name Signature Date

F. OCRM Rules & Regulations

Marina/Community Dock Location and Design:

- 1) The South Carolina Coastal Council's Ocean Coastal Resource Management marina/community dock policy is based on the belief that marinas and community docks can be operated in a manner that does not degrade the surrounding waters. If water quality monitoring indicates a decline in water quality, remedial action will be required. Each applicant for a marina and dry storage facility in the critical area of the coastal zone must submit an Operations and Maintenance Manual with the permit application. (Community docks may also be required to submit an Operations and Maintenance manual. This Operations and Maintenance Manual must be in accordance with 30-12(E)(6), and approved in writing by Council staff. The requirements of the Operations and Maintenance Manual may be modified if deemed necessary by the Coastal Council.
- 2) Commercial docks are also considered a marina type facility. The standards that apply to marinas may also be used as criteria in the evaluation of permit applications for commercial docks.
- 3) All marinas affect aquatic habitats to some degree, but adverse effects can be minimized by utilizing proper location and design features. Application for marinas shall include a comprehensive site plan showing location and number of all water-dependent and upland facilities such as parking and storage facilities.

Severe Weather Preparedness Plan

For

The Harborage at Ashley Marina

33 Lockwood Dr

Charleston, SC 29401

Dock office: 843-722-1996

Email: staff@ashleymarina.com

August 2015

This plan will be revised by marina owners / operators to keep current with advances in available technology and marina development.

Revised this date: _____ 10/8/2015 _____

Revised this date: _____ 3/24/2016 _____

Revised this date: _____ 7/31/2020 _____

Revised this date: _____

This plan should be reviewed and rehearsed prior to each hurricane season. Employees should have a complete understanding of the marina's policies and plans for a severe storm situation.

Revised this date: _____ 7/31/2020 _____

Revised this date: _____

Revised this date: _____

Revised this date: _____

Revised this date: _____

Severe Weather Preparedness Plan

Purpose. To establish a marina severe weather preparedness plan which will minimize damages to the marina property and the vessels resulting from high winds and water. This plan outlines the steps to be taken to respond to severe weather storms.

Discussion. In the event of a severe, storm normal operations are disrupted and specific actions may be required to minimize property and personnel damage. This plan requires planning, logistics and operational actions to prepare for and counteract the effects of high wind and water.

Scope. This plan furnishes information and a checklist of items to be completed to secure the marina against the effects of a severe storm and to safeguard its personnel and property.

Action. All personnel assigned to this plan shall ensure compliance with this plan. Each person assigned to implementing this plan shall be familiar with the contents of this plan by reading it at the beginning of each year prior to the hurricane season and carrying out all tasks identified herein in the event of a severe storm. Post a copy of Tab A, the Emergency Listing, and the Hurricane Response Checklist.

Concept of Operations. Severe weather can come in the form of lightning, hail storms, tornado, or a hurricane. Because hurricanes are the most severe and damaging, they will be addressed in detail, however, the concepts required in preparing them also applies to your local storm conditions.

HURRICANE PREPAREDNESS

The hurricane season is from 1 June through 30 November. During this season, the marina will maintain one of four material readiness phases. Phase 4, the lowest level of preparation, will be set automatically from 1 June through 30 November. Higher readiness phases will be set upon the approach of a storm.

Hurricane preparedness phases have been developed to ensure an orderly transition of the marina from a hurricane watch to the arrival of the hurricane. The marina owner or designee will direct the response and preparedness for each hurricane phase.

Any tropical disturbances along the Atlantic Coast can be considered a threat to the City of Charleston and the State of South Carolina. The conventional path for these storms is northerly, however, these paths are not always the pattern. Unexpected cold fronts can stall the forward movement of a storm and allow it to strengthen over warm waters. Also, storms which make landfall on the Gulf Coast can come across the Appalachians and cause severe flooding and wind damage in South Carolina.

The passage of a hurricane could strongly affect an area in excess of one hundred miles. Winds build rapidly, up to speeds approaching 150 mph. It can be anticipated that commercial power will be interrupted for an extended period. General confusion in the community can be expected during pre and post hurricane efforts. The various efforts. The various drawbridges in the area will probably be disabled in the down position, severely hindering marine traffic.

Evacuation orders will be issued by local authorities in time to insure that evacuation can be completed prior to the arrival of sustained gale-force (39 mph) winds.

The passing of the “eye” of the storm in your area is to be experienced with a great deal of caution. The direct passing of the “eye” presents a brief lull. Following this period of little wind will be a sudden blast of high velocity winds from the opposite direction. During the period of the “eye” passing, no one should venture outside or attempt to do anything in the exposed areas of the marina. Updates of the storms position can be obtained from your local radio, TV stations, and the marina weather service broadcasts.

A storm with winds below hurricane strength may still pose a threat to the marina. It may continue to build in strength before coming ashore as a hurricane, or it may come ashore at storm strength and still be strong enough to cause considerable wind, rain, and flood damage. In these situations the storm will be treated as a severe weather front and action appropriate to that weather system will apply.

HURRICANE CATEGORIES

The National Weather Service (NWS) categorizes tropical storms and hurricanes into five categories. The lesser beginning with the lower numbers, and as the numbers get higher, the more severe the storm. The storm surges in the table below are without wind and waves and are given a mean sea level (MSL). Depending on the category of the storm, it is estimated that waves from 5 to 20 feet may be added to the surge. If the storm makes landfall at high tide you may add another 1.0 foot to 1.5 feet to the height.

Hurricane Category	Winds (MPH)	Storm Surge(ft)	Central Pressure Millibars / Inches		Damage
I	74-95	4-5	≥ 980	≥ 28.94	Minimal
II	96-110	6-8	965-979	28.50-28.91	Moderate
III	111-130	9-12	945-964	27.91-28.47	Extensive
IV	131-155	13-18	920-944	27.17-28.47	Extreme
V	155+	> 18	< 920	< 27.17	Catastrophic

SAFFIR / SIMPSON HURRICANE SCALE

This plan has taken into consideration that each category of hurricane approaching the marina will require different levels of preparedness. As an example, a Category 1 hurricane with anticipated surge of 4 feet including tidal range may not justify moving stores to a second deck to protect them from flood water damage.

The maximum probabilities given for predicting the movement of a hurricane preceding the arrival of the storm are:

<u>Forecast Period</u>	<u>Maximum Probability</u>
72 Hours	10%
48 Hours	13% - 18%
36 Hours	20% - 25%
24 Hours	35% - 45%
12 Hours	60% - 70%

Note: The probabilities listed are the maximum values assigned to any location in advance of a predicted landfall. For example, the highest probability that the National Hurricane Center would assign to the event that a hurricane would strike Charleston, South Carolina with 72 hours would be 10 percent. Similarly, the highest probability assigned to the event that landfall would occur within 18 hours would be 45 percent.

Given these differences in probabilities the marina must be prepared to initiate the action plan on a low probability of it passing over the marina to achieve the 72 hour lead time necessary to execute the plan. All preparations should be completed prior to the arrival of sustained gale-force winds.

HURRICANE PHASES FOR THE MARINA

There are four hurricane phases which will be set by the marina. The speed of advance of a hurricane dictates the hurricane phase to be set. The following advance notice is considered adequate for the marina to accomplish the required readiness actions under most circumstances. These phases are:

Phase Four: A seasonal hurricane phase automatically set by the marina on 1 June of each year and extending to 30 November.

Phase Three: When a hurricane is approaching, a phase to indicate that sustained gale-force (39 mph) winds, or greater, are expected within 72-48 hours.

Phase Two: When a hurricane is approaching, a phase to indicate that sustained gale-force (39 mph) winds, or greater, are expected within 48-24 hours.

Phase One: When a hurricane is approaching, a phase of maximum preparedness set when winds of sustained gale-force (39 mph) or greater are expected within 24-12 hours.

Progression from Phase Four directly to Phase One can happen very rapidly, and is quite possible because of the erratic behavior of hurricanes and the difficulty of accurately predicting the paths of hurricanes.

RESPONSIBILITIES PRIOR TO THE HURRICANE SEASON

INSTRUCTIONS FOR MARINA STAFF

Prior to the hurricane season the following administrative functions will be carried out.

- Review severe weather plan and update.
- Post Hurricane Response Checklist, Tab A, and distribute copies of Hurricane Plan to all concerned with carrying out the plan.
- Distribute copy of Marina Tenants Severe Weather Questionnaire, Tab B, to all tenants/slip renters. Follow-up on return of forms.
- Inventory possessions for insurance purposes, prioritize what must be evacuated and what can be protected. Be sure a copy of your inventory is kept in a safe place. Video if possible. Review insurance coverage for flood and wind damage.

Prior to the hurricane season take the following grounds actions:

- Each employee will have a written plan prepared for his/her personal preparation and evacuation in order to effectively reduce his/her required leave time. This will also ensure that other crew members can have adequate leave time. This plan should be discussed with your family so that they will be prepared and know what is expected of them.
- Ensure that the following are stocked and ready for issue:
 - Nylon line sized to tie down large items
 - rolls of polyethylene and duct tape for wrapping loose dock items
- Inspection buildings to detect, repair, or secure potential sources of danger such as:
 - Damaged or improperly secured doors, windows, and tie downs.
 - Structural weakness resulting from worn or weather-beaten supports, wooden light poles, and similar objects.
 - Surrounding trees, with rotten limbs or large branches. Trim excess growth from trees and dispose of cuttings.
 - Inspect, service and repair as necessary all docks, piers, wharfingers or slip fingers and pilings, especially cleats and utilities.

HURRICANE RESPONSE CHECKLIST FOR MARINA STAFF

PHASE FOUR

AUTOMATICALLY SET 1 JUNE THROUGH 30 NOVEMBER

- _____ Review severe weather preparedness plan and update.
- _____ Address areas of responsibilities and complete.
- _____ Distribute and post revised severe weather plan.
- _____ Brief marina personnel, tenants and volunteers on severe weather preparedness plan.
- _____ Coordinate plan's requirements with local authorities.
- _____ Check first-aid and emergency supplies and restock.
- _____ Inspect buildings, piers, and docks.

PHASE THREE

72 - 48 HOUR PRIOR TO HURRICANE'S ETA

- _____ Initiate hurricane warning and activate communication plans.
- _____ Schedule marina's crew for storm duties. Include "shore leave" for crew to prepare homes and families at the first notice of storm.
- _____ After phase three is set, release unnecessary marina personnel so that they can prepare their homes and gather their personal belongings.
- _____ Update posted storm information and disseminate other information to employees, boat owners and volunteers.
- _____ Begin preparation of marina grounds:
 - Secure outdoor furniture, large signs, flags, trash cans, carts, fire extinguishers, antennas and other loose items that can be affected by wind.
 - Secure all loose items on docks and grounds. Police marina and dock areas to stow away or secure loose equipment and items that could become missile hazards in high winds.
 - Secure all flammable, explosive, or other hazardous materials.
- _____ Start plans to evacuate personnel and equipment in flood prone (low-land) locations.

PHASE TWO

48 - 24 HOURS PRIOR TO ETA

- _____ Maintain contact with local weather bureau / oceanographic center.
- _____ Ensure marina is secured from non-essential traffic.
- _____ Move files, and expensive equipment to higher shelves and drape with plastic.
- _____ Remove or lock all dock boxes and check tie downs.
- _____ Secure waterside sewage pump-outs and Wi-Fi antennas.
- _____ Continue in inspect marina docks and grounds, and secure all loose items.
- _____ Shut down and secure fuel system.

PHASE ONE

24 - 0 HOURS PRIOR TO ETA

- _____ Secure marina. Remove all excess gear from piers and dock area.
- _____ Remove and secure dock carts and recycle bins.
- _____ Brief released personnel on recall procedures.
- _____ Respond to last minute items.
- _____ When appropriate (extra high tide or storm surge expected) loosen floating dock ramps from hinges and secure.
- _____ At last call, remove outside life rings and fire extinguishers from floats and other outside locations.
- _____ Secure power and water to marina if evacuated.
- _____ Coordinate status reports on hurricane position and intensities to marina staff and tenants.
- _____ Evacuate marina if directed.

RESPONSIBILITIES PRIOR TO HURRICANE SEASON

INSTRUCTIONS FOR VESSEL OWNERS

Prior to the hurricane season tenants will fill out Tab B and carry out the following functions.

Review Severe Weather Preparedness Plan.

Vessel owners are required to:

- Keep current at the Marina Operations office the following information:
 - Telephone numbers.
 - Copy of boat insurance policy.
- Keep sufficient inventory of storm gear aboard and maintain adequate dock lines.
- Ensure that your boat can get underway with its own power at all times.
- Ensure that your boat is adequately covered with liability insurance. the boat owner is liable for damages caused to the marina by his/her boat.
- All tenants renting slips will be required to sign a slip rental agreement and have an individual severe storm action plan.

HURRICANE RESPONSE CHECKLIST FOR VESSEL OWNERS:

PHASE FOUR

AUTOMATICALLY SET 1 JUNE THROUGH 30 NOVEMBER

- _____ Review severe weather preparedness plan, update and submit to administration.
- _____ Update Marina Tenants Severe Weather Questionnaire and return to office.
- _____ Know your evacuation route and shelter plan.
- _____ Ensure that your emergency gear is serviceable and ready for use.

PHASE THREE

72 - 48 HOURS PRIOR TO HURRICANE'S ETA

- _____ Secure your boat in accordance with your pre-approved plan. Extra lines and fenders. Utilize multiple cleats instead of many lines on one cleat.

PHASE TWO

48 - 24 HOURS PRIOR TO ETA

- _____ Evacuate the area.

RESPONSIBILITIES DURING STORM PHASES

DISCUSSION

Numerous tasks and precautions must take place in preparation for the hurricane or severe weather. The extent of the tasks and the number of personnel available will determine the amount of time required for the marina to complete the preparation. However, 72 hours is the minimal time allowable in most instances and is the criteria for implementing the following:

PHASE THREE (ALERT)

72 - 48 HOUR PRIOR TO HURRICANE'S ETA

(EARLIER IF A WEEKEND IS INVOLVED).

- Notify all personnel that the facility is on a hurricane alert. All personnel will commence preparations for putting the Severe Weather Preparedness Plan in action.
- At 72 hours prior to ETA, initiate plans to evacuate personnel and equipment in the flood prone (low-land) locations.
- Begin facility protection preparations by policing all marina grounds and dock areas to stow away or secure loose equipment and items. Store in sheltered areas.
- Secure all flammable, explosive or other hazardous materials, such as compressed gas cylinders, in a safe, protected secure area.
- If other companies or concerns have supplies or equipment in your facility, request that they have their items removed.
- Take down large signs, antennas or other removable items subject to wind damage.
- Commence facility protection precautions. Storm shutters or other protective equipment and windows will be taped with masking tape to reduce the possibility of flying glass.
- Monitor storms progress.

PHASE TWO (WATCH)

48 - 24 HOURS PRIOR TO ETA. Commence and or complete the following actions.

- Notify all personnel that facility is on hurricane watch. Continue to monitor storm's progress.
- Complete securing operations in lowland locations. All dock structures, field buildings and offices will be secured.
- In areas subject to flooding, move vehicles and/or equipment to the highest point available. If outside storage is necessary, do not park under trees, towers, signs, or power lines.
- All electrical power supplies to areas that may be flooded will be secured by turning off the power at the main breaker switch.
- All fuel supply tanks and lines will be secured at the shore side installation.

PHASE ONE WARNING

24 - 0 HOURS PRIOR TO ETA

In these hours prior to the projected arrival of the hurricane, the "Hurricane Warning" advisory will have been issued and it is highly likely that the hurricane will make landfall or pass near the marina facility. The following activities will be in progress or nearing completion:

- Notify all personnel that the facility is on hurricane warning.
- Continue to monitor storm's progress.
- With all vessel protection and securing operations completed, make a final check of doubled mooring lines, tied off with sufficient slack and fenders and/or other protective equipment in place.
- Secure as necessary any remaining operational facility buildings.
- Employees who are not manning facilities during the storm will be released no later than twelve hours prior to the storm. Instructions for reporting back to work after the storm will be given at that time.
- Whether manning or evacuating the facility, insure that all perimeter access points in the form of fences, gates, and building doors are locked and secured, except the main entrance gate.
- All facility preparations will be completed twelve hours prior to the storm's arrival. Depending on the track of the storm, the extent of preparation based on information received may or may not be adequate. All precautions taken as a result of the hurricane warning should be based on the belief that the storm will hit the facility directly and with its full force. If the full precautionary measures have not been taken, there is probably little that can be done at this point to improve preparation. This is especially true if authorities issue an evacuation notice to the facility location or area. In that case, evacuate the area and hope that the measures taken will suffice. The protection of human life is more important than property loss or damage.

EMERGENCY SHUT DOWN - AT PHASE ONE

1. **Shut fuel line valves off.**
2. Shut dock water off at roadside meter.
3. Shut down all electric at emergency shutoff located on main walkway.
4. Remove all computers and expensive equipment from dock office.
5. Secure fire extinguishers, dock carts, and garbage/recycle bins.

DURING THE HURRICANE

The following suggestions are issued in the interest of personal safety:

- When your local emergency management advises evacuation -- do so !
- For vessels remaining occupied, extreme caution will be exercised in all outdoor activities. In the event of injury, outside medical aid will probably not be immediately available.
- No one will attempt to move or re-secure a loose vessel or equipment during the storm period.
- Life jackets will be worn by anyone required to perform any activities on or near the docks or piers during severe storm phases.
- No vehicles or equipment will be operated during the storm period unless absolutely necessary.
- Stay tuned to new and weather broadcasts concerning the hurricane's movement so you will know when the danger has passed. Hurricanes can take between 6 and 8 hours to pass through an area.
- Do not assume that the calm of the "eye" of the hurricane means the storm has passed. If the "eye" passes over you, there is still the other side of the hurricane to contend with. Remember, when the "eye" passes over you the wind will be in the opposite direction when it starts back up on the back side.

AFTER THE HURRICANE

The following should be considered when returning to the area:

- Extensive damage may have been caused by the hurricane while checking the condition of the marina facility is of a main concern, there may be limitations to access to the facility or at the facility itself. Flooded roads, downed power lines, washed out areas of beach or river areas are just a few of the problems. An inspection of the facility will be made as soon as practicable to determine conditions, damages and security of premises.
- Be alert to flash flooding that may occur due to heavy rains up stream or flooded canal areas even after the storm has ended. Also, be alert for tornadoes which are frequently associated with hurricanes or occur after the hurricane has passed. In crossing water, do not try to cross a stream or a pool of water unless you are certain that the water will not be above your knees (or above the middle of your car's wheels) all the way across.
- Post storm security should be addressed as soon as you return to the marina to protect against vandalism.
- Personnel returning to the facility and beginning the preliminary damage assessment are to be aware of the following:
 - Be aware of possible downed electrical wires which should be considered "Hot" and avoided until the power company or facility electrical maintenance personnel service the wires.
 - Electrical equipment of the facility that has been submerged in water is not to be started until it has been checked and repaired as necessary.

- Broken sewer or water mains are to be reported immediately to either the utility company responsible for repair or to the marina facility maintenance personnel if owned and maintained by the facility.
- Building's and dock's electrical wiring is to be checked completely prior to turning on the main power switch.
- Wet electrical appliances, such as hot plates, toasters, calculators, typewriters, etc. will be inspected, and repaired or replaced as necessary, prior to operation.

Plan to return to the marina as soon as possible after the storm has passed, civil defense clearance given, and your family is taken care of. Telephone communications may not be possible at this time, so listen to the public radio broadcast for information, civil defense clearance, etc. on returning to the area.

As soon as the facility has been deemed safe for complete inspection, and where damage has occurred, a complete survey of the facilities, inventories, equipment and stocks will be made and documented with photographs or video where possible. Any losses or damaged should be reported immediately to the insurance agent of the marina.

A written assessment of damages will be prepared as soon as possible. Estimated damages to docks and piers and other harbor facilities, toilets, showers, lockers, Harbor Master's office, fuel dock and office, electrical transformers, electrical service, and telephones are to be included in the assessment.

After making damage assessments, plan repairs and implement a repair program as soon as possible.

While it is understandable that immediate repairs may need to be undertaken, all actions taken during the course of repairs prior to any insurance adjustment will be properly documented and filed. In the case of facility property damages, appraisers assigned by the insurance company will be involved in assisting with the claims. Insurance companies usually establish storm claims offices to handle the numerous claims after a hurricane strikes. In catastrophic situations, extra personnel are called in to handle the volume of claims.

If there has been any theft or vandalism loss or damage to the facility, other than storm related, a report will be made to local police or other law enforcement authorities so that appropriate actions can be taken. The incident report number and, if possible, a copy of the incident report, is to be obtained from the police to substantiate any insurance claim or tax property loss reporting.

It is obvious that vessel owners, captains, caretakers and others with vessel interests will inquire as to the status of their vessels. These inquiries should be fielded as best as possible, especially if there is no damage to their property. notification of any vessel damage should be made as soon as possible. Consider dedicating a phone line with a pre-recorded message to cut down on answering these calls. While it is understandable that vessel owners may want to return to marinas or yard facilities as soon as possible, they will be advised as to the situation at the facility and as to the availability of berthing facilities for their vessel as soon as practical. If damages preclude the facility from providing a berthing space for the vessels, the owners will be so notified and advised as to when the facility may be available to provide a berth.

If the facility is relatively undamaged, then efforts will be made to become operational and provide facility services to those who are not so fortunate.

Emergency Listings

Hurricane / Severe Weather Information

The Harborage at Ashley Marina

Area Manager: **Shane Marler**

Dockmasters: **SAMUEL SHEALEY**
ERIC AID

Communications:

Emergency (843)-615-6859

Dockoffice (843) 722-1996

Email staff@ashleymarina.com

SHM-Ashley Fuels:

Trey Hayes: (843)-810-7181

David Isom: (843)-723-5098

Emergency Phone Numbers:

Reliable Weather Information: VHF Channel # 1

National Weather Service (744-3207)

Nearest Coast Guard Unit Sector Charleston: (843) 740-7050

American Red Cross: (843) 554-9900

Local Police (843) 577-7434 or 911

State Police (843) 554-4700

Basic Boat Owner Responsibilities:

1. Boat Owner must secure vessel (Fenders, extra lines)
2. All power will be shut off, boat must be self-contained.

Instructions for Transient Boat Owners/Operators:

1. None allowed entry during high alert status.

Recommended:

Evacuation Routes: 17 North to I-26 West

Location of Marina Severe Weather Preparedness Plan: Dock Office, www.myashleymarina.com

Special Instructions: Marina Operations will restart at General Manager's discretion, or by designated replacement.

TAB B

Vessel Contact Form

Boat Owner Name: _____

Slip Number(s): _____

Telephone: _____

Email: _____

Emergency Contact Name: _____

Emergency Phone: _____

Please ensure information is correct. It is the slip owner's responsibility to update AMH Management with any contact info changes.

As of June 1, approximately, so does our hurricane season begin, which will run through November 30.

To help you and The Harborage at Ashley Marina in the event of a hurricane making land fall in the Charleston area, we have on file a severe weather preparedness plan.

If you intend to remove your vessel from the marina, your plans will have to be made at this time. If you choose to leave, we will run the fuel docks until a Phase Two is put into effect, 48 - 24 hours ETA of a hurricane. At this time, The Harborage at Ashley Marina will start securing all docks and remaining vessels. At the announcement of Phase One, 24 hours ETA a hurricane, The Harborage at Ashley Marina will shut down all services including all electrical service to docks and fuel pump, and secure the marina at 12 hours ETA a hurricane. The marina will be evacuated by all personnel. Every attempt will be made to keep your vessel safe, but as we all know only so much can be done to control Mother Nature.

We hope this schedule of emergency shut down of The Harborage at Ashley Marina will help you in making plans to secure your vessel in the event of a hurricane. Now is the time to make your plans. If we can help in any way, please don't hesitate to call on us.

In the event phone service is lost, we will monitor VHF channel 16.

VI. Fire Procedures

The following order of procedural steps is based on one person discovering a fire on the marina premises. If more than one person is present and can assist in carrying out these procedures, steps can be performed concurrently. Emergency Plan (Appendix C) shall be followed.

If you discover or are told of a fire in the marina, perform the following:

- _____ “SHUT” the fuel supply off on the docks by pressing emergency stops, switching off relay switches, or closing valves.
- _____ Remove any injured person(s) from the immediate area or from the water near the fire if possible. Ensure that all people are off the boat.
- _____ Dial “911” for the Charleston Fire Department and provide the following information:
 - This is (your name) at The Harborage at Ashley Marina at 33 Lockwood Drive, Phone number is 722-1996.
 - There is a (description of object on fire) located on (give dock or general land location).
 - Request EMS and any other medical assistance required.
 - Inform them of the extent of all injuries.
 - State the class of fire (wood, electrical or fuel).
 - Describe any hazardous conditions near the fire.
 - Describe any firefighting efforts that are presently underway.
- _____ Call the U.S. Coast Guard at 740-7050. This call should be paralleled on the VHF Radio Channel 16 and repeat the information as described above.
- _____ If not present, call the Dockmaster and inform him of the accident.
- _____ If safe to do so, remove all boats and other items from the affected area.
- _____ Ensure that the affected boat remains “made up to the dock”. Use whatever means available, i.e., chains and grapnel hooks.
- _____ When the Fire Department arrives:
 - The Fire Chief assumes charge of all aspects of the firefighting operation.
 - Inform the Fire Chief of the up-to-date status of the fire.
 - Be prepared to assist the Fire Department in any manner required. At NO time will you engage in any independent firefighting activity without the prior consent of the Fire Chief.

_____ When the fire is out and the Fire Department is completed, perform the following:

- If there is an oil spill or seepage from the engine or fuel tanks, place an oil boom around the area to entrap the spill. Use oil absorbent rags to clean up spill or call for commercial assistance. Inform the U.S. Coast Guard at 1-800-424-8802.
- Remove all floating debris.
- If possible, de-water the boat to prevent it from sinking. Ensure that the intake hose is at the lowest point in the bilge to prevent further oil spills.
- Have the boat towed to a travel lift facility or boat ramp to load on a trailer and take the boat out of the water.

_____ Restow all fire hoses, after allowing to dry, and ensure that all fire extinguishers are immediately recharged. Spare extinguishers of the same type should be in place while the spent ones are being recharged.

VII. Sinking Vessel

These procedures should be used as a guideline in the event a vessel is reported low in the water and/or actively taking on water.

_____ Call vessel owner if they are not aboard and inform them of the current situation.

_____ Call Towboat US or Seatow to have pumps brought on site.

_____ Fill out incident report, detailing the situation and actions taken.

_____ Inform the Board of Directors of the current situation and request guidance if further action should be taken against the vessel owner (eviction, insurance claim).