



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 dockominium 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 Deed 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 self managed 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

9. 87-3D-290-P

This permit is issued under the provisions of Act 123 of the 1977 South Carolina General Assembly and the Final Rules and Regulations of the South Carolina Coastal Council. This permit authorizes Ashley Marina Associates to perform work on a fixed pierhead and two floating docks.

10. P/N 2016-00736

This permit/certification is issued under the provisions of 25A S.C. Code Ann. Regs. 61-101 and 23A S.C. Code Ann. Regs 30-1 through 30-18. Additionally, as required by R. 61-101, Department staff have reviewed plans for this project and determined there is a reasonable assurance the project will be conducted in a manner consistent with Certification requirements of Section 401 of the Clean Water Act. The authorized work will consist of dredging within the Ashley River. Specifically, the permittee is authorized to perform maintenance dredging in a portion of an existing marina that will consist of removing approximately 6,000 cubic yards of

material from a 2.03 acres area with a cutterhead dredge and disposing of the dredge material on an adjacent upland parking lot. The work as described is to allow access during all tide stages.

11. HPM-NPGZ-JGG05 April 17,2023

DEHEC permit for reconstruction of T-Dock 10.5' x 130' following damage incurred during storm. Four steel pilings will be installed in place of the three concrete pilings.

12. HPT-WC51-8P55N June ,2023

DHEC Permit for repair to T-Dock following damage incurred by an over-sized boat moored on face-dock during a wind-storm May 1, 2023. Authorized work is the replacement of four pilings.

13. MFB2023-00144 July 14,2023

City of Charleston permit for temporary mobile construction. Per the permit, the trailer must be removed by the end of December 2023.

C. Marina Operations

1. Personnel responsibilities:
 - a) Bookkeeper / Office Manager - Administers accounts receivable and payable. Initiates billing and is responsible for collections. Responsible for secure transfer and deposits of all monies. Maintains a ledger. Maintains customer files.
 - b) Dock Master – Marina Manager is responsible for overall operation of the Marina. Liaison to HPR Board.
 - c) Dockhands - Responsible for interacting with all potential customers and owners. Duties include assisting customers in whatever manner requested, boat tie up and basic maintenance. Receive direction in all matters relating to maintaining and upkeep of outside areas from Dockmaster.
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. - 5:00 p.m. year-round, seven days per week. Fuel pumps and pump-out stations shut down 30 minutes before operating hours. Marina operations will be closed in observance 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 accidents, staff will file an incident report - detailing the events of such incidents. See appendix G.

II. WATER QUALITY MANAGEMENT / POLLUTION PREVENTION STRATEGIES

A. General Information

1. The Harborage at Ashley Marina is located on the east 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. 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 emptied by a private recycling company.
 - b. Pump out service for holding tanks is provided at no charge to marina patrons, and is available at 3 locations along our diesel dock, available during hours of operation. The system is very user friendly for boat owners. Dock personnel are available to assist with operation. The unit is used to pump wastewater effluent to the terrestrial public wastewater facilities owned and operated by the City of Charleston. A pump out boat is available by reservation, staff and weather permitting.

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 unreasonably 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 marine environment. The primary purpose of the OCRM marina operations plan is to present, in one standardized format, those policies 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 Rules and Regulations arises the Master Deed Prevails. The Marina operating permit and OCRM shall be the 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 inhabits 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, 8:00 AM - 5:00 PM, except for holiday closures.
 - b) All marina management and dock-hands shall be trained 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 a log of pump-outs showing approx. gallons, date and time, and vessel name.
 - g) A pumpout boat is available and operated in the same fashion as the pump-out station. It is operated regularly as staff and weather permits.
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 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. Fishermen are asked to dispose of cleaned fish parts into the dumpster in the corner of the parking lot. 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 and operated 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 the gas dock and next to the 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 a singular 20,000 gallon two-compartment Galsteel 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 the parking lot next to the 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 SMHstaff will monitor all fueling operations. Two unleaded non-ethanol gasoline dispensers are located at the head of the main gangway, adjacent to the 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 as 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: SHM 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 SHM personnel shall not pump fuel for customers under any circumstances.

2. Pollution Strategies

- a) Absorbent pads are located in the dock house 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 the Contingency Plan for the Spill of Oil or Other Hazardous Substances.

III. MARINA'S RULES AND REGULATIONS

UPDATED July 2023



HAMCA Rules & Regulations

- **Parking:** All vehicles must display a valid annual or temporary parking pass. Vehicles without parking may be booted or towed. HAMCA reserves the right to revoke parking privileges.
- **No Smoking or E-Cigarettes:** No smoking on any dock at any time.
- **Swimming:** No swimming in the marina.
- **Fishing and Crabbing** are allowed. No crab baskets or fishing equipment left on dock.
- **Dock Carts:** Should not be left on the docks and promptly returned to the parking area. Carts are not allowed off the marina property.
- **Pets:** Pets must be leashed at all times. Waste bags are provided for your convenience and used after each Pet waste must be removed immediately with waste bags are available for your convenience. Please gather pet waste after each
- **Navigation:** All boats must adhere to USCG navigation rules of road and produce no wake within the marina.
- **Noise:** Marina quiet hours from 11 PM to 7 AM, seven days a week.
- **Gates & Doors:** Do not prop open gates or doors. Gate and door codes will periodically be changed.
- **Outside contractors:** Contractors must provide liability insurance, remit a \$100 annual parking pass fee and check-in the dock office before entering the marina. Contractors are only permitted between the hours 8 AM - 5 PM, Monday through Friday except by special permit on holidays.
- **Type of Work:** No spray painting, fiberglass work and heavy engine service allowed. All equipment and debris must be removed immediately.

- **Sewage:** Absolutely no overboard discharge of sewage, treated sewage, Type I or II MSD's. Pump-outs provided upon request.
- **Hazardous materials:** Flammables, toxic materials, and pollutants, must be properly used, stored and disposed of during and after use. Marina trash cans are not to be used for hazardous materials.
- **Trash Disposal:** Household trash and debris to be placed in the dumpster. Trash cans are provided as a convenience and must not be overfilled and lids attached securely.
- **Grills:** No charcoal grilling is permitted. Electric & propane grills may be used on your boat or fixed pier. No grilling from floating docks.
- **Heaters:** Must be ignition and explosion proof and should never be left unattended.
- **Storage:** No equipment, plants, bicycles, kayaks or other personal items should be left on the docks. Dock boxes are permitted but must be approved by the HAMCA dock manager.
- **Stairs:** Must not be permanently attached to the dock and restrict access to any pathway.
- **Laundry:** Washers and dryers are available in the marina building. Laundry must not be hung on exterior of boat.
- **Commercial Activity:** All charter activities must be approved in writing by the HAMCA manager.
- **Signage:** Vessels for sale are permitted one sign, limited to 18"x24" and hung on the transom or aft deck. All other signage is prohibited.
- **Docking:** All dock lines and electric cables must be neat and organized not and restricting access to any pathway.

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 flotation 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 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.

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 the 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 or by Marina Management 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 bags.

E. Standard Slip Lease Agreement



The Harborage at Ashley Marina Condominium Association, Inc.
33 Lockwood Drive, Charleston, South Carolina
Standard Slip Rental Agreement effective 1/1/2023

NOTICE: ALL LESSORS/OWNERS AND LESSEES/TENANTS LEASING BOAT SLIPS AT THE HARBORAGE AT ASHLEY MARINA MUST USE THIS FORM AGREEMENT.

THIS IS A NON-LIVEABOARD RENTAL AGREEMENT. TENANTS SHALL NOT OCCUPY OR RESIDE UPON THE VESSEL MORE THAN ANY 10 DAYS WITHIN IN ANY CONSECUTIVE 30 DAY PERIOD AND SHALL ADHERE TO THE ASSOCIATION’S MASTER DEED, BYLAWS, AND RULES AND REGULATIONS. (subject to change)

Locker Unit # _____ (“Boat Slip”) Effective Date: _____

Lease Term: _____ Rent: _____ (per month)

SLIP OWNER: (Legal Owner) Name: _____

Address: _____

_____ (Street) _____ (City) _____ (State) _____ (Zip)

Phone: _____ E-mail: _____

Emergency Contact Name / Phone Number: _____

TENANT (Registered Boat Owner) Name: _____

Address: _____

_____ (Street) _____ (City) _____ (State) _____ (Zip)

Phone: _____ E-mail: _____

In Case of Emergency Contact: _____

(REQUIRED)

Alternate Emergency Contact: Name / Phone _____

ADDITIONAL INFORMATION (the “Authorized Vessel”)

Vessel Name: _____

Manufacturer: _____

Model: _____ Year: _____ Overall Length: _____ ft. Beam: _____ ft

*Previous Marina _____ Phone _____

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

This Standard Slip Rental and Security Agreement (the "Agreement") is made and entered into by and between the above-named Owner and Tenant for the leasing of that certain Boat Slip described above and located at the Harborage at Ashley Marina upon the terms and conditions set forth herein.

WHEREAS, Owner desires to and does hereby lease the Boat Slip to Tenant, and Tenant desires to and does hereby lease the Boat Slip from Owner pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

1. Definitions. The following definitions apply to this Agreement.
 - a) "Owner" shall mean the Owner of Record of the Boat Slip as set forth on the first page of this Agreement.
 - b) "Tenant" shall mean the Tenant renting the Boat Slip as set forth on the first page of this Agreement, and shall further include persons for whom Tenant is responsible, including Tenant's captain, crew, guests, family, invitees, agents, contractors, and the like.
 - c) "Marina" shall mean The Harborage at Ashley Marina docks and all associated facilities, including parking, and/or in which the Owner has an undivided interest or right as a Member of The Harborage at Ashley Marina Condominium Association, Inc.
 - d) "Association" shall mean The Harborage at Ashley Marina Condominium Association, Inc., which is generally responsible for the administration of the Marina on behalf of its Owners.
 - e) "HAMCA Dock Manager" shall mean the manager designated from time to time by the Association to oversee the operations of the Marina.
2. General Terms and Purpose of Rental; Non-Liveaboard. The following general terms and conditions apply:
 - a) Tenant agrees to lease the Boat Slip from Owner commencing on the Effective Date for the entire Term. Tenant shall not occupy or make use of the Boat Slip after this Agreement expires or is terminated without the Owner's written consent. Should Tenant continue to occupy the Boat Slip with Owner's written consent after the Term expires or is terminated, then this Agreement will continue in effect on a month-to-month basis until terminated by either party upon thirty days (30) written notice to the other party.
 - b) Upon termination, Tenant will receive a pro-rata refund of prepaid Rent, if any.

- c) The Boat Slip shall be used by Tenant for mooring and storage of the Authorized Vessel described above only. It is further understood and agreed that Tenant shall not, without written permission from the Association and/or Owner, 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.
 - d) Tenant shall not occupy the vessel more than any ten (10) days during any consecutive thirty (30) day period, and/or consistently reside on the vessel for three (3) or more calendar months in any consecutive twelve (12) month period.
 - e) This Agreement is for the use of the Boat Slip only and such space is to be used at the sole risk of Tenant.
 - f) Tenant shall neither suffer nor permit any use or possession of illegal drugs, or drug related activities, by Tenant nor anyone aboard or using the Authorized Vessel or the Marina facilities.
 - g) The relationship between the Owner and Tenant is solely that of owner and tenant.
 - h) Owner and Tenant agree that this Agreement is for the mooring and storage of Tenant's Authorized Vessel, and not for residential purposes, and the provisions of the South Carolina Residential Landlord and Tenant Act, set forth at S.C. Code Ann. §§ 27-40-10, et seq., shall not apply to this rental.
3. Authorized Vessel. This Agreement permits Tenant to moor only the Authorized Vessel specifically described above in the Boat Slip. No other vessels are permitted to use the Boat Slip for any purpose. To induce Owner to enter into this Agreement, Tenant represents and warrants that the following statements are true and correct and will remain true and correct at all times during the Term of this Agreement and Tenant's use of the Marina facilities:
- a) The Authorized Vessel is seaworthy, clean, and properly maintained per the Association's Rules and Regulations. A copy of the Rules and Regulations will be presented at inspection.
 - b) The Authorized Vessel presently has a working bilge pump with float switch and inline fuse, and Tenant will maintain the same in good working condition at all times.
 - c) The Authorized Vessel has the appropriate number and size of mooring lines to secure the Authorized Vessel in the Boat Slip under all conditions reasonably anticipated to occur, and all such mooring lines are in good condition.
 - d) None of the waste disposal and fuel systems on the Authorized Vessel have leaks or are in need of any deferred maintenance or repair that increase the risk that leaks or spillage will occur.
 - e) The Authorized Vessel maintains, and will continue to maintain, the

insurance coverages required by this Agreement, including Paragraph 18 hereof.

- f) Tenant is knowledgeable about the Authorized Vessel, its handling, its upkeep and maintenance needs, and Tenant is experienced in the navigation rules applicable to the coastal waters in which the Marina facilities are located. Tenant is aware of tidal currents at the Marina and it's potential hazards to navigation within the Marina.

4. **Prior Approval of Vessel Prior to Use of Boat Slip. This Agreement is strictly conditioned upon the Association's and/or the HAMCA Dock Manager's prior approval of the Authorized Vessel. Before Tenant may utilize the Boat Slip, Tenant shall have first satisfied the following requirements:**

- a) Tenant and/or Owner shall fully complete the first page of this Agreement and deliver a copy to the Association by email to: maintenance@myashleymarina.com.
- b) The Authorized Vessel must pass an on-board inspection by the HAMCA Dock Manager. HAMCA Dock Manager will call the Owner listed on the first page of this Agreement to schedule the inspection. In lieu of an in-person inspection, boats under 5 years old may submit 3 current photographs of the Vessel taken within thirty (30) days of submission for review. Any inspection under this provision is solely for the benefit of the Association and cannot be relied upon by Owner, Tenant, or any third-party.

Inspections/review will result in 3 conditions:

- A) Pass – slip leasing may proceed
- B) Fail – The Association does not approve the slip lease for the vessel
- C) Conditional – slip leasing may proceed subject to correction of minor issue(s) that must be remedied within 10 days of mooring in the Boat Slip.

- c) Tenant will provide continuous proof to the Association of insurance required by this Agreement including all renewals.

5. **Tenant's Prior Inspection.** Tenant has inspected and examined the Boat Slip and the Marina facilities to Tenant's satisfaction and accepts the same "as is" and with full understanding that the Marina premises and facilities, including the Boat Slip, are subject to hazards from weather, fire, explosion, storms, waves, other vessels, currents, and wind action, and to other hazards (both common and unique) to marinas, as well as human error. Tenant voluntarily assumes any and all risks in storing and/or mooring Tenant's Authorized Vessel in the Boat Slip, including any and all risks arising from the Association's actions, inactions, or negligence.

6. **Payment of Rent.** Tenant shall pay Rent to Owner/HAMCA in advance, on or before the first (1st) day of each month of the Term. Rent shall be considered delinquent if not paid in full by the fifth (5th) day of the month, and Tenant shall thereafter pay a Delinquent Fee of

\$ 350 per month as additional Rent until Tenant's account is brought current. If Tenant's Rent, including any late fees, is not paid in full by the fifteenth (15th) day of the month in which it is due, Tenant shall be in material breach of this Agreement, and Owner may immediately terminate this Agreement. If the Effective Date of the rental is a day other than the first of the month, the first and last month's Rent shall be prorated accordingly. Unless otherwise noted below, Rent shall be

delivered to Owner's address shown on the first page of this Agreement.

Deliver Rent to: Harborage at Ashley Marina, HAMCA via ACH or Credit Card (3% fee for credit card)

7. Security Deposit. Prior to mooring the Authorized Vessel in the Boat Slip, Tenant shall pay to Owner a "Security Deposit" in the amount of one month's Rent. Upon Tenant vacating the Boat Slip at the expiration or earlier termination of this Agreement, and provided Tenant is not otherwise in breach of the terms of this Agreement, the Security Deposit shall be refunded to Tenant. Any delinquent Rents or damages caused by Tenant, the Authorized Vessel, or Tenant's guests, invitees, etc., shall be deducted from the Security Deposit.
8. Additional Charges. Charges for all services and necessities provided to Tenant and/or the Authorized Vessel by Owner must be paid upon submission by Owner of an invoice or statement to Tenant.
9. Additional Terms. Owner and Tenant further agree upon the additional terms and conditions set forth below, which shall not be inconsistent with the terms elsewhere set forth in this Agreement:

10. Master Deed; Rules and Regulations. Tenant acknowledges that the Boat Slip and the Marina facilities are subject to and governed by the terms of that certain Master Deed of The Harborage at Ashley Marina Horizontal Property Regime (the "Master Deed"), which is administered and enforced by the Association. Further, Tenant acknowledges that the Boat Slip and the Marina facilities are subject to and governed by the Rules and Regulations adopted by the Association from time to time. Current copies of the Master Deed and the Rules and Regulations are available on the Association's website (www.MyAshleyMarina.com). Tenant is responsible to carefully review and become familiar with the Master Deed and the Rules and Regulations prior to utilizing the Boat Slip and the Marina facilities. Tenant agrees to abide by all terms, commitments, and obligations governing the use of the Boat Slip and the Marina facilities as set forth in the Master Deed and the Rules and Regulations now existing and which may be hereafter established or modified by the Association from time to time, all of which shall be deemed incorporated herein by reference. Tenant is responsible for the conduct of Tenant's captain, crew, family, guests, family, invitees, agents, contractors, and the like, and shall ensure their compliance with the Master Deed and Rules and Regulations. Tenant acknowledges that occupancy pursuant to this Agreement is subject to the continuing approval of the Association, which approval may be removed at any time by the Association and/or the HAMCA Dock Manager for any violation by Tenant of the Master Deed and the Rules and Regulations of the Association.
11. Inspection by Owner and Association During Term. The Association, HAMCA Dock Manager and Owner shall have the right, but not the obligation, to at reasonable times and upon prior notice (including prior to Tenant gaining access to the Boat Slip, enter upon and inspect Tenant's Authorized Vessel to ensure its compliance with the Master Deed and the Rules and Regulations. The Association, HAMCA Dock Manager and/or Owner shall make reasonable efforts to minimize the disruption of Tenant's ordinary use of the Boat Slip when conducting any such inspection. Notwithstanding the foregoing right of inspection, neither the Association, HAMCA Dock

Manager nor Owner shall have any responsibility for the condition or safekeeping of Tenant's Authorized Vessel. Further, neither the Association, HAMCA Dock Manager nor Owner is responsible as warehouseman or bailee of Tenant's Authorized Vessel nor of any other property of Tenant or Tenant's captain, crew, family, employees, invitees, guests, agents, contractors, and the like. Tenant shall at all times and in all circumstances remain responsible for the safety, care, custody, operation and control of Tenant's Authorized Vessel, including the proper mooring and securing of the same.

12. Tenant's Responsibility for Authorized Vessel. Tenant is solely responsible for maintaining, protecting, and securing the Authorized Vessel against all elements, weather, break-ins, theft, damage, trespass, and any and all other hazards. Neither Owner, HAMCA Dock Manager nor the Association has any responsibility whatsoever for any such risks. Tenant acknowledges that the Marina facilities and surrounding areas are unfenced and accessible from the water, and Tenant agrees that neither the Association, HAMCA Dock Manager nor Owner shall have any responsibility for security of the Boat Slip, the Authorized Vessel, or other damages or losses. No signs, security cameras, warnings, or other notices now or hereafter posted by the Association and/or HAMCA Dock Manager shall imply that the Association or HAMCA Dock Manager has assumed any responsibility for the prevention or reduction of theft of or damage to Tenant's Authorized Vessel.

In the event any loss or damage to Tenant's Authorized Vessel is alleged to have occurred in whole or in part due to the fault of the Association, HAMCA Dock Manager or Owner, Tenant must report the claim to the Association, HAMCA Dock Manager and Owner in writing immediately upon discovery and prior to Tenant operating the Authorized Vessel or departing the Boat Slip in order to permit a full and proper inspection of the alleged damage. Neither the Association, HAMCA Dock Manager nor Owner will be responsible for any damage or loss to Tenant's Authorized Vessel or other property and contents, regardless of the cause, except where the damage or loss is solely and directly caused by their gross negligence, respectively.

13. No Warranty by Association. The Owner, the HAMCA Dock Manager and the Association make no warranties or representations whatsoever as to the condition or suitability of the piers, walks, gangways, ramps, mooring gear, or electrical and water services available at the Marina facilities. In entering this Agreement, Tenant has relied solely on Tenant's prior inspection of the Marina facilities and accepts the same as-is. The Association, HAMCA Dock Manager and Owner shall not be liable for any damage caused to Tenant's Authorized Vessel and its electrical system, electronics, wiring, equipment, engine(s), generator(s), or any other appurtenance of the Tenant's Authorized Vessel caused, or allegedly caused, by any electricity provided to or sold to the Tenant by the Association.
14. Storms & Other Emergencies. In the event of emergencies, Tenant agrees as follows:
 - a) *Storm Warnings.* In the event of the issuance of a hurricane or tropical storm warning by the National Hurricane Center affecting the Charleston region or nearby areas, it shall be Tenant's sole responsibility to be aware of such warning and to make all necessary and proper arrangements for the removal or relocation of Tenant's Authorized Vessel from the Marina facilities, including the Boat Slip, or to ensure that the Tenant's Vessel is properly and safely moored or stored in a manner that will not cause damage to the Boat Slip or the Marina facilities. Tenant agrees to abide by all Rules and Regulations adopted by the Association from time to time addressing preparations for approaching storms.

- b) *Fires, Floods, Storm Damages, Criminal Activity, Other Emergencies.* In the event of an emergency (including, but not limited to: fire, flood, storm damage, criminal activity or other such circumstances as may arise) Owner, HAMCA Dock Manager and the Association shall have the right, but never the obligation, to enter upon Tenant's Authorized Vessel without notice and without Tenant's consent for the purpose of taking reasonable measures to secure or protect the Tenant's Authorized Vessel, the Marina facilities, other vessels, or other persons and properties from damage or risk of damage. In such emergency conditions, if Tenant is unable to contact Owner, HAMCA Dock Manager and/or the Association in time to avoid or prevent further damage to the Marina facilities, other vessels, adjacent properties and buildings, or persons at risk, Tenant shall have the right to make such emergency structural or other repairs as are reasonably necessary to prevent additional harm; provided, however, that Tenant may not authorize such repairs beyond that which is necessary to avoid the risk of such harm.
- c) *Other Dangerous Conditions.* Any condition aboard Tenant's Authorized Vessel which, in the opinion of the Association and/or the HAMCA Dock Manager, constitutes a fire hazard, 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, fuel or other chemicals into the marina be detected, Tenant shall take immediate action to stop the discharge and immediately notify the Association, the HAMCA Dock Manager and Owner. Failure to comply will result in penalties in accordance with the Oil Pollution Act of 1990 and the general Water Pollution Control Act. The Association, the HAMCA Dock Manager and/or the Owner shall have the right to take any and all steps necessary to remedy any unsafe conditions on the Tenant's Authorized Vessel or clean any spillage of contaminants, with all costs thereof being solely the responsibility of Tenant.

15. Movement/Relocation of Vessel. Tenant agrees that the Association, HAMCA Dock Manager, and/or Owner (and their respective agents and employees) shall have the right, but not the obligation, to operate, move and/or relocate Tenant's Authorized Vessel during emergency situations, for the making of repairs to the Marina facilities, and/or when necessary for normal Marina operations, as well as to provide in and out service to and from the Boat Slip. The Association, the HAMCA Dock Manager, and the Owner shall have the right, but not the obligation, to adjust or correct lines, hoses and electric power connections when deemed necessary.
16. Damages Caused by Tenant. Tenant is responsible for any and all damages caused by Tenant (or Tenant's captain, crew, guests, invitees, family, agents, contractors and the like) to persons and property, including but not limited to the Marina facilities and other Association property, other vessels, and the Boat Slip, including damage caused from the Tenant's wake.
17. Insurance Requirements. For the Term of this Agreement (as may be extended) and at all times while the Authorized Vessel is located at the Boat Slip or within the Marina's facilities, Tenant shall 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. For charter businesses, the policy limits are increased to \$1,000,000. All policies shall name the Owner, HAMCA Dock Manager and the Association as an additional named insured. All policies shall include pollution and salvage coverage. All commercial vessels will include gangway and extensions coverage on their commercial policy. Prior to gaining access to the Boat Slip, Tenant shall provide Owner, HAMCA Dock Manager and the Association a copy of the certificate of insurance evidencing the

coverages required by this Agreement and reflecting Owner, HAMCA Dock Manager and the Association as an additional named insured. If, during the Term of this Agreement, Tenant's insurance is set to expire, lapse or otherwise end, Tenant must update the insurance coverage prior to its expiration to ensure continued coverage during the Term of the Agreement. Tenant shall provide all updated certificate(s) of insurance to the Owner, HAMCA Dock Manager and Association. The Association reserves the right to make or initiate claims when deemed necessary. Tenants must provide the Owner and the HAMCA Dock Manager updated proof of insurance coverage prior to the anniversary date of the lease.

18. Non-Liability of Association, HAMCA Dock Manager and Owner. As an inducement to enter into this Agreement, Tenant, and Tenant's heirs, successors, and permitted assigns, agrees to hold harmless the Association, HAMCA Dock Manager, Owner, and their respective members, directors, managers, employees, agents, and independent contractors of and from any and all liability or damages for personal injury, loss of life, or property damages of whatsoever kind (including damages and losses caused by fire, theft, winds, currents, tides, floods, storm surges, ice, perils of the sea, earthquakes, tsunamis, and other casualties), to Tenant and Tenant's captain, crew, family, employees, invitees, guests, agents, contractors, the Authorized Vessel (and its appurtenant equipment, power, engines, accessories, systems), and personal property arising out of, or in connection with, the condition and/or use of the Boat Slip and the Marina facilities, except where caused by the intentional, willful, or grossly negligent conduct of the Association, or HAMCA Dock Manager or Owner, as the case may be. TENANT IS RESPONSIBLE TO INSURE AGAINST RISKS OF LOSS. Neither the Association, HAMCA Dock Manager nor Owner are responsible for Tenant's Authorized Vessel and the contents thereof, or any defects therein, and Tenant agrees to obtain adequate "all risks" insurance covering damage to the Authorized Vessel, all equipment therein or thereupon (including, but not limited to, speedometer pickups, depth sounder transducers, trim tabs, Bimini or canvas tops, radio or loran antennas, outriggers, flag masts, etc.), and all contents thereof (including but not limited to fishing equipment, electronics, water ski equipment, diving equipment, life preservers, or any other items of personal nature left or stored therein), for losses due to fire, theft, collision, winds, storms, accidents or like causes. Tenant hereby waives all claims against the Association, HAMCA Dock Manager and Owner arising from losses.
19. Indemnification. Tenant agrees that Owner, HAMCA Dock Manager and the Association, respectively, shall have no liability for injury to property or persons, including without limitation, to Tenant, Tenant's captain, crew, family, guests, invitees, agents, contractors, licensees, trespassers, and all other persons on or about the Authorized Vessel, except in the limited circumstance where such injury shall be directly and proximately caused by the intentional, willful, or grossly negligent conduct of Owner, HAMCA Dock Manager and/or the Association, respectively. Tenant shall indemnify, defend, and hold Owner, HAMCA Dock Manager and the Association (including their respective members, managers, directors, employees, officers, and agents) harmless of and from any and all claims, demands, causes of action, or actions, of whatsoever kind, relating to the Authorized Vessel, any activities conducted or occurring thereon, and all events or occurrences relating in any way to the Authorized Vessel, its operation, its use of the Boat Slip and/or the Marina Facilities. This provision shall mean that Tenant shall fully satisfy any judgment against Owner, HAMCA Dock Manager and/or the Association in connection with any claim, regardless of the nature or theory thereof, for which Tenant is obligated to indemnify Owner, HAMCA Dock Manager and/or the Association. Owner, HAMCA Dock Manager and/or the Association may tender their defense to Tenant and require Tenant to fully defend them, or either of them, in connection with any such claim, or, at Owner's, HAMCA Dock Manager's and/or the Association's option, either may provide its own defense and demand full

reimbursement from Tenant for its actual and reasonable attorney's fees, investigative costs, expert costs, and all other expenses incurred by them in defense of the claim. In the event either Owner, HAMCA Dock Manager and/or the Association elects, in their sole discretion, to settle any claim made against it, Tenant shall either satisfy the settlement amount or, if already paid, reimburse Owner, HAMCA Dock Manager and/or the Association for the amount so paid within ten (10) days of written demand. This indemnification requirement shall survive the expiration or termination of this Agreement.

In the event Tenant receives notice of any claim, or has notice of events that could give rise to a possible claim relating to the Boat Slip, the Marina facilities, HAMCA Dock Manager, the Association, or the Association's members, managers, directors, employees, officers, and agents, whether by Tenant, a third party, or otherwise, Tenant shall give prompt written notice to Owner, HAMCA Dock Manager and the Association of said events, or, if a claim has already been made, then Tenant shall provide a copy of the claim to Owner, HAMCA Dock Manager and the Association. The notice shall be a courtesy to the Owner, HAMCA Dock Manager and the Association and shall in no way be deemed to create any duty or liability on behalf of the Owner, HAMCA Dock Manager and the Association as to the claim. The notice shall be for the purpose of allowing Owner, HAMCA Dock Manager and/or the Association to notify its own insurance carriers, if any, of the existence of a claim or potential claim. Tenant shall not have to give notice of claims pertaining solely to Tenant or Tenant's Authorized Vessel which do not actually or potentially involve a claim against Owner, HAMCA Dock Manager, the Association, or the Association's members, managers, directors, employees, officers, and agents.

20. Owner's Non-Payment of Assessments. Use of the Marina facilities (including by tenants) is conditioned upon the timely and full payment of assessments charged to all Owners. If Owner falls in arrears on the payment of Owner's assessments to the Association, Owner and Tenant agree that upon written notice from the Association to Tenant of Owner's delinquency, Tenant shall thereafter make Rent payments directly to the Association, payable to "The Harborage at Ashley Marina Condominium Association" and referencing the Boat Slip's Locker Unit Number or the Owner's name on the payment. The Association will apply the payment to the Owner's account, after deducting a 15% accounting fee charged to the Owner. Once the Owner's account is brought current, the Association will notify Tenant to resume submitting Rent payments directly to Owner or Owner's authorized representative. Any excess funds received by the Association will be remitted to the Owner. Tenant's failure to remit Rents to the Association after notice of Owner's delinquency in the payment of assessments is grounds to suspend Tenants and Owners use of the Boat Slip, the Marina facilities, services, utilities, and/or suspension of Tenant's parking tag.
21. Assignment and Subletting. Tenant has neither the power nor the right to assign this Agreement nor sublet the Boat Slip. Likewise, Tenant has neither the power nor the right to mortgage or otherwise encumber the rights created under this Agreement, without the prior written consent of the Association and Owner, whose consent to such action may not be unreasonably withheld, conditioned or delayed. Any unauthorized assignment, subletting, or other transfer shall be void, and, at the option of either the Association or Owner, may result in termination of this Agreement.
22. Remedies. If Tenant breaches this Agreement, the following remedies shall be available:
 - a) Owner's Remedies. If Tenant fails to timely pay all Rent is due and when due, Owner shall have the right to terminate this Agreement immediately and demand the Tenant remove the Authorized Vessel from the Boat Slip. As to all non-monetary defaults, should Tenant fail to keep or perform any other covenant or commitment of this

Agreement, and thereafter fail to cure the default within 15 days after written notice of the default from Owner, this Agreement shall, at Owner's option, terminate immediately, and Tenant shall immediately remove the Authorized Vessel from the Boat Slip and the Marina facilities.

- b) Association's and HAMCA Dock Manager's Remedies. Owner and Tenant agree that if Tenant, or anyone for whom Tenant is responsible (including but not limited to Tenant's captain, crew, guests, family, invitees, agents, contractors, and the like) engages in conduct that violates this Agreement, the Master Deed, or the Rules and Regulations, and Tenant thereafter fails to cure the default within 15 days after written notice of the default from the Association and/or HAMCA Dock Manager, the Association and HAMCA Dock Manager shall have the independent right to terminate this Agreement by written notice to Tenant at the address specified herein. Said termination shall become effective immediately upon the mailing of such notice. Tenant shall thereupon immediately pay all sums due to Owner and shall remove the Authorized Vessel from the Boat Slip and the Marina facilities no later than the fifth (5th) day following the receipt of the notice. Tenant agrees that such termination will result in the loss of any prepaid rent.
- c) NOTICE: THIS AGREEMENT IS SUBJECT TO IMMEDIATE TERMINATION BY OWNER, HAMCA DOCK MANAGER OR BY THE ASSOCIATION, WITHOUT FURTHER NOTICE, IN THE EVENT TENANT, OR TENANT'S CAPTAIN, CREW, GUESTS, FAMILY, INVITEES, AGENTS, CONTRACTORS, ETC. ENGAGES IN ANY ILLEGAL DESTRUCTIVE, INDECENT, VIOLENT, DISORDERLY, RAUCOUS, THREATENING, INDECOROUS AND DISRUPTIVE CONDUCT OR CONDUCTS ANY BUSINESS OR TRADE FROM THE AUTHORIZED VESSEL WHILE MOORED IN THE BOAT SLIP OR OTHERWISE USING THE MARINA FACILITIES.
- d) If any action is brought against Tenant by Owner, HAMCA Dock Manager or the Association to enforce the remedies set forth herein, including but not limited to the collection of Rents or other amounts due hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and collection costs incurred in the action. Owner and/or the Association shall have a maritime lien against the Authorized Vessel and its engines and equipment to secure payment of all sums due and owing from Tenant. Owner and/or the Association may sell the Authorized Vessel and its equipment, engines, and property stored therein to satisfy the amounts due, and in the event an *in rem* proceeding is instituted against Tenant's Authorized Vessel and Tenant/Authorized Vessel is seized or arrested by the U.S. Marshal Service, Tenant agrees that Owner (or the Association as the case may be) may serve as and be appointed the Substitute Custodian of Tenant and that the Authorized Vessel may be sold at a U.S. Marshal sale by court order for thirty-five (35%) percent or more of the Authorized Vessel's fair market value at the time of the sale. In the event the Authorized Vessel does not sell for a sum sufficient to pay all amounts owed by Tenant, Owner and/or the Association shall be entitled to recover the amount of such deficiency from the Tenant.
- e) If Tenant fails to remove the Authorized Vessel from the Boat Slip and the Marina facilities upon proper demand, Owner, HAMCA Dock Manager and/or the Association, as the case may be, shall have the right to remove the Authorized Vessel from the Boat Slip to a reasonably convenient anchorage using Tenant's mooring equipment, with the entire expense thereof, including towing cost, being Tenant's responsibility. Neither

Owner, HAMCA Dock Manager nor the Association shall be liable to Tenant for damage to the Authorized Vessel, equipment or personal property located caused by the relocation or arising thereafter.

- f) Owner's, HAMCA Dock Manager's and the Association's remedies shall be cumulative, and Owner, HAMCA Dock Manager and the Association shall as to Tenant have available all other rights and remedies available to them at law and in equity.

23. Notices. All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party pursuant to the provisions of this Agreement, shall be in writing and shall be deemed to have been sufficiently given to or served upon the other party for whom it is intended (I) upon personal delivery; (ii) on the date of delivery as verified by a nationally recognized overnight courier service; or (iii) on the date of the signature receipt card if sent via U.S. Mail, postage prepaid, registered, or certified mail, return receipt requested, in each case addressed to Owner and Tenant at their respective addresses shown on the first page of this Agreement. For any notices or other communications directed to the Association and/or HAMCA Dock Manager, the following address shall be used:

Association: The Harborage at Ashley Marina Condominium Association, Inc.
c/o The Board of Directors
33 Lockwood Drive
Charleston, South Carolina, 29401

A party may change its address by notifying all other parties of the change of address in the foregoing manner.

24. Miscellaneous Terms and Conditions.

- a) *Estoppel Certificate.* Tenant shall, from time to time and within ten (10) days of receiving notice from Owner, deliver to Owner a written certificate certifying that (a) this Agreement is in full force and effect; (b) this Agreement is unmodified, or, if there have been modifications, providing statements of such modifications; (c) that Tenant is not in default under this Agreement, or stating such conditions of default which may exist; (d) the amount of rents payable per month; and (e) other such reasonable information which Owner may request.
- b) *Severability.* 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.
- c) *Non Waiver.* Should there be a waiver of any term or condition of this Agreement by any party having rights hereunder, 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.
- d) *Jurisdiction.* Any and all actions or disputes arising under this Agreement, or in connection with the Association, HAMCA Dock Manager and/or the Owner providing services to the Tenant and/or the Authorized 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. Tenant hereby consents to personal jurisdiction in the courts in the State of South Carolina for all claims. This Agreement shall be governed by the general maritime laws of the United States and the laws of the State of South Carolina.

- e) *Complete Agreement/Merger Clause.* This Agreement shall supersede any existing lease or other agreement between Tenant and Owner and any such lease or agreement shall be deemed null and void upon the effective date of this Agreement. No amendment to this Agreement shall be valid unless it has been approved in writing by the Association.
- f) *Execution in Counterparts.* This Agreement may be executed in two or more identical counterparts, all of which shall constitute one and the same Agreement, provided that in making proof of this Agreement, it shall not be necessary to produce or account for more than one such fully executed counterpart. Any signature attestation required by this Agreement may be transmitted via telecopier or email, and signature and attestations so transmitted shall be as binding as the original.
- g) *Effect of Master Deed.* Nothing in this Agreement shall be deemed to alter, amend, or in any way limit the terms of the Master Deed as between the Association and Owner. In the event of any conflict or ambiguity arising between the terms of this Agreement and the terms of the Master Deed, the terms of the Master Deed shall control in all circumstances.

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

The parties have executed and caused these present to be executed and their seals affixed the day and year first above written. Tenant acknowledges they have received a current copy of the rules at signing.

Lease Tenant

Name: _____

Signature: _____ Date: _____

Owner / HAMCA

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.

G. Incident Report

Incident Report

Date: _____ Time of Incident: _____

Person Reporting Incident: _____

Type of Incident: _____

Location of Incident: _____

Was the Coast Guard/Police/Fire Dept notified? _____

Was anyone injured? _____

Names of injured: _____

Was there property/vessel damage? _____

Was there any Hazardous Material spilled? _____

Contact information: _____

This form is to be given to the Marina Manager.

V. Severe Weather Plan

Severe Weather Preparedness Plan

For

The Harborage at Ashley Marina

33 Lockwood Dr

Charleston, SC 29401

Regime/HOA Office: (843) 284-9942

Email: maintenance@myashleymarina.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: _____ 12/15/2022 _____

Revised this date: _____ 7/27/2023 _____ Phillip Holley _____

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.

Review date: _____ 7/31/2020 _____

Review date: _____ 12/15/2022 _____

Review Date: _____ 7/27/2023 _____

Review Date: _____ 8/28/2023 _____

Review 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 apply 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 Management 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 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 ensure 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 storm's position can be obtained from your local radio, TV stations, and the marine 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 equipment to a second 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 within 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 is automatically set by the Marina on 1 June of each year 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 is set when winds of sustained gale-force (39 mph) or greater are expected within 12-24 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 plans 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 plans.
- _____ 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 disseminated 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 the 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 to inspect Marina docks and grounds, and secure all loose items.
- _____ Shut down and secure the fuel system.

PHASE ONE

24 - 0 HOURS PRIOR TO ETA

- _____ Secure Marina. Remove all excess gear from piers and dock areas.
- _____ 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 the Marina if evacuated.
- _____ Coordinate status reports on hurricane position and intensities to Marina staff and tenants.
- _____ Evacuate Marina if directed by Marina Management or Board.

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 Regime/HOA 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 HOA 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 the marina is on hurricane watch. Continue to monitor the 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 the 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, ensure 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 directly hit the marina 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 the roadside meter.
3. Shut down all electricity at the emergency shutoff located on the main walkway.
4. Remove all computers and expensive equipment from the 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 updated 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 upstream 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 Management 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 damages 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 Marina facilities, toilets, showers, lockers, HOA 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 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.

TAB A
Emergency Listings
Hurricane / Severe Weather Information
The Harborage at Ashley Marina

HOA Manager: **Dawes Cook**

Dockmaster: **Phillip Holley**

Communications:

HOA Emergency Dockmaster (843)300-5682

HOA Operations (843) 284-9942

Email maintenance@myashleymarina.com

SHM-Ashley Fuels:

Sammy Landrum: (843) 990-1810

David Isom: (843) 723-5098

Leasing/Fuel: (843) 722-1996

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) 743-7200 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, the 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: HOA Office, www.harborageatashleymarina.com

Special Instructions: Marina Operations will restart at Marina 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 the information is correct. It is the slip owner's responsibility to update HOA Management with any contact info changes.

As of June 1, hurricane season begins, which will run through November 30.

To help you and The Harborage at Ashley Marina in the event of a hurricane making landfall 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 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 (843) 284-9942.
 - There is a (description of an 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 / boats remain secured 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 the spill or call for commercial assistance. Inform the U.S. Coast Guard at 1-800-424-8802.
- Remove all floating debris.
- If possible, pump water from 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 them 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 owners if they are not aboard and inform them of the current situation.

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

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

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