

**BRADLEY CREEK YACHT CLUB**  
**RULES AND REGULATIONS**  
**GOVERNING FACILITIES AND VESSELS**

As used herein, the word "MEMBER" shall refer to any member of the Bradley Creek Boatominium, Inc., d/b/a Bradley Creek Yacht Club ("Corporation") and "Renter" shall refer to any authorized "Renter", "Lessee", or "Licensee" or as the context may require, feminine, neuter, singular, or plural. "Boat Owner" may refer to any authorized Member, Renter, "Lessee", or "Licensee" or as the context may require, feminine, neuter, singular, or plural. Licensee shall include a Member's or Renter's family members or authorized guests, as well as authorized contractors, agents, and employees of a Member or Renter or the Yacht Club,

All Members and Renters and their invited guests, as well as any other person who might be lawfully entitled to the use of facilities of the Corporation, in any manner, are subject to these Rules and Regulations of the Corporation. Each Member and Renter shall be given a copy of these Rules and Regulations.

Each Member and Renter is requested to report all violations of any of the Rules and Regulations to the Yacht Club office, giving specifics as to the nature of the violation, name of the individual, and the date and time of the occurrence. If the violation warrants, the Member or Renter should call the police to restore order. Each Member and Renter is authorized under these regulations and should warn any person who is observed violating the Rules and call police to remove trespassers who do not identify themselves upon a polite request.

## **A. Address and Phone Information:**

**A-1** Business and general correspondence should be mailed to Bradley Creek Yacht Club, 6338 Oleander Drive, Wilmington NC 28403. The business office phone number is 910/350-0029 ext.1 and the email address is: [bcmoffice@bradleycreekmarina.com](mailto:bcmoffice@bradleycreekmarina.com)

**A-2** *All PAYMENTS should be mailed* to Bradley Creek Yacht Club, 66338 Oleander Drive, Wilmington, NC 28406. Regular PAYMENTS ARE DUE ON January 1, April 1, July 1, and October 1 of each year. Electricity payments, if applicable, are due within ten (10) days of notification of amount due. Invoices are emailed quarterly. In addition to late charges, delinquent accounts are also subject to legal action.

**A-3** The dock office phone number is 910/392-2584 ext.2 and email is [gm@bradleycreekmarina.com](mailto:gm@bradleycreekmarina.com). Please note that the dock office may not be manned during its business hours, but messages left on the recorder will be returned or referred to the business office. Boats will not be taken from dry storage racks by phone request during normal forklift operating hours. See Section "D. Dry Storage" for more information.

## **B. General Information:**

**B-1** When a vessel enters the Yacht Club facility, it and all its occupants are immediately under the jurisdiction of the Yacht Club management and shall be bound by these Rules and Regulations.

**B-2** All vessels in the Yacht Club must be registered with the Yacht Club business office before entering the Yacht Club. Boat Owners shall furnish their name, mailing address, designated email address, and phone number along with all required vessel and Insurance information, to the Yacht Club office before the vessel is brought into the Yacht Club (See Section B-8 & B-9 for more information on Insurance requirements). Every Boat Owner must notify the Yacht Club of any legal change of ownership of the vessel within 24 hours following such a change and, upon request, shall provide such evidence thereof as Lessor may require. Any use of the boat slip by the new owner of the vessel after the transfer of the vessel does not entitle the new owner of the vessel to use the boat slip unless a lease is entered into by the new vessel owner and the Member.

**B-3** Vessels not properly registered and insured, as required will be removed from the Yacht Club at the Boat Owner's expense. The Boat Owner will be charged reasonable storage fees and will be fined for violations.

**B-4** Memberships are used at the sole risk of the Membership owner or Renter, and the Yacht Club shall not be liable for any loss or damage of any kind or nature to vessel, contents, gear and/or equipment. Each Member and Renter shall indemnify and hold harmless the Yacht Club for all such losses and/or damage, whether caused in whole or in part by said Member or Renter or their Licensees, or arising out of any Member's or Renter's or their Licensees' use of the facility and services.

**B-5** The Yacht Club is not responsible for checking, maintaining, or protecting vessels. The dock staff makes periodic checks of the facility, but assumes no responsibility for vessels.

**B-6** Each Boat Owner shall indemnify and hold harmless the Yacht Club and any person working on the Yacht Club's behalf for any loss or damage if action is necessary to prevent a vessel from sinking while on the Yacht Club's property. In any situation when it appears a vessel may be taking on water, the staff will try to contact the Boat Owner as soon as possible using the Boat Owner's primary phone numbers (maximum of 3) as listed in the Yacht Club's computer. However, the staff reserves the right to take immediate action, including but not limited to boarding any vessel and/or calling in a boat rescue company or the US Coast Guard. The Boat Owner will be responsible for all charges and costs by the Yacht Club for this service, as well as all charges and costs of the independent agencies or companies involved in responding to or called in to assist in handling the situation.

**B-7** The Yacht Club may, in the event of an emergency or for any maintenance purpose, move any vessel from place to place, and the Yacht Club shall not be legally liable for any damage, except that damage caused by gross negligence, in the course of moving a vessel for these purposes.

**B-8** No vessel is permitted on Yacht Club property without a current approved insurance policy, in such amounts as the Board of Directors shall determine from time to time. The current requirement is for Boat to carry a minimum amount of \$500,000 Watercraft Liability Insurance on any vessel stored at Bradley Creek Yacht Club. An Insurance company licensed to do business in the state of North Carolina must issue the Insurance policy. Bradley Creek Yacht Club is to be listed as additional insured. Current Insurance information including the **Insurance Company, Policy Number, Effective Date and Liability Limit** must be supplied to the Yacht Club business office and updated or verified at least annually to assure continued coverage and accurate information. Forms listing required information are available from the office. It is the Boat Owner's responsibility to keep

Bradley Creek Yacht Club advised, by written notification, of any changes of Insurance carriers or coverage. Upon any lapse of liability Insurance coverage, the Boat Owner must immediately remove his/her vessel from the Yacht Club. **Liability Insurance is not optional.**

**B-9** Boat Owners shall be required to carry hull Insurance on their vessel unless the Board of Directors approves an exemption from this requirement.

**B-10** Bradley Creek Yacht Club **Rental Contracts must be used for all rentals** and copies of the signed Agreement **must be furnished** to the business office **before any vessel is brought into the Yacht Club.**

**B-11** Transfer of boats between slips is not allowed without first registering the change in writing at the Yacht Club business office. Forms are available in both the business office and the dock office for this purpose.

**B-12** Subleasing of slips is not allowed.

**B-13** All vessels must fit into the design of the Yacht Club. Each slip is assigned to a membership with a maximum length designation. The length of any vessel put in that slip may not exceed the designated membership's slip length. Additionally, restrictions on the height, width, depth and overall extrusion lengths (including but not limited to bow pulpits, swim platforms, motor and motor extensions) may be imposed. Vessel length and compliance with all restrictions shall be determined by the Yacht Club.

**B-14** Management reserves the right to determine if a vessel fits in any given slip by taking into consideration its height, width, depth, and length. Boats that do not fit acceptably must be removed from the slip. Management reserves the right to require copies of the registration or documentation to verify the registered length of vessels.

**B-15** Approval must be obtained from the Board of Directors for the sale or rental of any membership for any slip on Yacht Club property in accordance with procedures adopted by the Board of Directors. In addition, a transfer fee shall be due and payable to the Yacht Club for transfer. The current transfer fee is 5% of the sale price of any Membership, which transfer fee may be changed from time to time by the Board of Directors.

**B-16** Only PLEASURE vessels in a good, safe, sound, and seaworthy condition and under their own power shall be admitted to the Yacht Club. Vessels must be operated so as not to cause any damage or interference with other vessels. Boat Owners will be responsible to pay for all such damage caused. All vessels must be operated in a safe and careful manner so as not to cause damage to the Yacht Club's property or to any other property, vessels, or persons. Vessels with dirty and oily bilges must have bilges cleaned immediately and the source of the dirt and/or oil determined and corrected. Boat Owners will be held responsible for any damage and/or cleanup costs resulting from oil/fuel leaks.

**B-17** Boat Owners may perform, or have performed by an insured Contractor, general cleaning and maintenance on their boats. These tasks may include washing, compounding and waxing the vessel, changing props and zincs, tuning and doing minor repairs to engines, and working on electronics, rigging and winches. However, if any of the work violates any other Rule and Regulation or restriction of the Corporation, management reserves the right to have the Boat Owner cease the work in the Yacht Club. Also, if any other vessel is splattered while washing or in any way damaged by work being performed, the Boat Owner working on his vessel, or having the work performed, may be responsible for the cleaning or repairs to the other vessel.

**B-18** Each Member and Renter agrees to maintain with the Dock Master one set of keys, or the combination for their vessel's locks, for each vessel stored in the Yacht Club.

**B-19** Members and Renters should be able to enjoy the Yacht Club facilities without loud and raucous noise. Everyone shall avoid creating loud, unusual or raucous noise, particularly in the operation of engines, generators, radios, TV sets and sound systems. Fines will be imposed for violations.

**B-20** There appears to be ample parking for Yacht Club Members and Renters but the Yacht Club reserves the right to limit the number of parking spaces available to any one Member or Renter. Current Yacht Club parking passes should be displayed on any vehicle parked at Bradley Creek Yacht Club. New parking passes indicating the current year are issued annually. Out of date parking passes will not be honored after April 15 of each year. Vehicles without the current year's decal may be towed at the vehicle owner's expense.

**B-21** Use of the fish cleaning facilities is limited to Members and Renters, and others should be asked to leave. Members and Renters using these fish cleaning stations are required to clean the area after they finish cleaning their fish.

**B-22** All PETS shall be on leash while in the Yacht Club. Pet Owners are requested to walk dogs in the median and shall clean up their pets' waste. PLEASE NOTE that while you may know that your pet would not hurt anyone else, some people are seriously afraid of animals. These people and children who could be easily knocked down by an overly friendly animal deserve the right to enjoy the facility without having to fear animals off leashes. Additionally, all Pet Owners must comply with applicable New Hanover County leash law.

**B-23** Dues, and Assessments when applicable, are approved at the annual meeting in February each year and due April 1 (following the annual meeting), and on July 1, October 1 and January 1, every 90 days thereafter. These accounts are due and payable at that time. Dues and Assessments 30 days and older are charged 1.5% interest per month until paid. Each account receivable which reaches 120 days, will automatically generate a Past Due Letter to the Member or renter showing the amount owed, and a request to bring the account current or come by the office and make suitable arrangements for payment. If there is no response within 10 days of the receipt of the letter, then the account will be turned over to the attorney for collection, including reasonable cost for collection, to include all attorney fees.

**B-24** There is no warranty of any kind as to the condition of the Yacht Club, including the piers, walks, gangways, ramps, mooring gear or electrical and water services provided by the Yacht Club. The Yacht Club shall not be liable for any damage caused to any vessel and its electrical system, electronics, wiring, equipment, engine(s), generator(s), or any other appurtenance of the vessel caused, or allegedly caused, by any electricity provided to or sold by The Yacht Club.

**B-25** The Yacht Club assumes no responsibility for and shall not be liable for the care, protection and security of any vessel. Use of the boat slip or other The Yacht Club property is at the sole risk of the Members and Renters. Storage of any vessel and personal items by or on behalf of any person shall be at that person's risk only, and the Yacht Club shall not be liable for any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the vessel, whether on land or by water, or on Yacht Club property, whether any damage is caused or occasioned by any act of any other person, or by Act of God. Members and Renters are responsible for damage to other vessels, buildings, personal and real property, fences, dock structures, and pilings caused by any vessel, or by their guests, employees, invitees, or agents.

**B-26** Members and Renters and their heirs, successors, and assigns, hereby agree to hold harmless the Yacht Club, and its officers, directors, and employees of the Yacht Club, or any agent of the Yacht Club, from any and all liability or damages for personal injury, loss of life, or property damages to any of their captain, crew, family, employees, invitees, and guests arising out of, or in connection with, the condition or use of their vessel, motor and accessories, or the use of boat slip, or the Yacht Club property. The Members and Renters and their heirs, successors, and assigns, hereby release and agree to indemnify and hold harmless the Yacht Club, and its officers, directors, and employees of the Yacht Club, or any agent of the Yacht Club, from any and all liability for loss or damage to any Member or Renter or related to any vessel, or the contents thereof, due to fire, theft, collision, windstorm, perils of the sea, accident or like causes. It is agreed that the Yacht Club is not responsible for damages to any vessel due to fire, storm, theft, winds, ice, acts of God, outside labor, or the work of contractors, even if the damages were caused by the negligence of the Yacht Club, or its officers, directors, and employees of the Yacht Club, or any agent of the Yacht Club.

### **C. Not Allowed:**

**C-1** Absolutely no firearms, fireworks, incendiary devices or explosives of any type may be discharged at Bradley Creek. Violators will be reported to Sheriff's Department.

**C-2** No construction, modification, renovation or repair will be done to any part of the docks or other facilities of the Yacht Club without the specific prior written approval of the General Manager or Board of Directors of Bradley Creek Yacht Club.

**C-3** No signs will be posted on any vessel, dock, dock box, building or other structure of the Yacht Club without prior written approval of the Board of Directors. Members wishing to post notices may submit the information in writing to the business office for posting in the Yacht Club Bulletin Board.

**C-4** Renters are not allowed to live aboard any vessel docked at the Yacht Club. "Live aboard" includes staying on the vessel for extended periods of time and/or using the vessel as a primary residence. The "live aboard" conditions are determined at the discretion of the Board of Directors.

**C-5** No pressure washing, spray painting, sandblasting, power sanding or grinding shall be allowed in the Yacht Club.

**C-6** No actions may be taken that violate any of the Environmental Regulations or Clean Water Run-off Act. This includes but is not limited to discharge from heads or dirty bilges, scrubbing of surfaces that have bottom paint, or use of any detergent or cleaning agent not approved by the Clean Water Run-off Act and/or other Environmental Regulations.

**C-7** **No boats, trailers, campers, or motor homes or recreational** vehicles shall be left unattended and parked in the parking lot. Violators will be towed at the owner's expense. No overnight parking of campers is allowed.

**C-8** Washing of boats, cars or trailers shall not be permitted in the parking lot.

**C-9** No bicycles, motor bikes, or motorcycles shall be ridden, stored or left on piers, around any buildings or near repair areas.

**C-10** No skateboarding, rollerblading or roller-skating shall be allowed in the parking lot, on the piers, or in the dry storage area. Bicycles shall not be allowed in the dry storage area.

**C-11** Swimming, diving, crabbing, fishing or throwing cast nets shall not be permitted from any part of the Yacht Club facility. No launching of kayaks, canoes or paddle boards shall not be permitted from any part of the Yacht Club facility.

**C-12** No garbage, other solid waste, petroleum products, liquor, flammable liquid, or other substance prohibited by the Federal Waters Pollution Control Act of 1971 as amended shall be discharged into Bradley Creek. See "Section G. Waste Disposal" for more information. Violators will be fined \$50 for violations.

**C-13** Storage of combustible materials is expressly prohibited on the docks or in wet storage dock boxes. Storage of combustible materials is a violation of NFPA regulations.

**C-14** No person shall use the Yacht Club property or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained. Members and Renters shall be responsible for their family members, guests, and invitees. Members shall be responsible for their Renters, and their Renters' family members, guests, and invitees and the Yacht Club may seek recourse against any Member for that Member's Renters, and their Renters' family members, guests, and invitees.

### **D. Dry Storage:**

**D-1** Boat Owners MUST TURN OFF all battery switches before any vessel is returned to any dry storage rack and when not actively working on any vessel on the work racks. **Battery switches shorting out are the most common cause of fires in dry storage racks.**

**D-2** Forklift Service Hours of Operation may vary with the seasons and hours of operation will be posted at dock office.

**D-3** Boats will not be taken from dry storage racks by telephone requests during forklift operating hours.

**D-4** If a Boat Owner plans to use his vessel after the forklift shuts down for the evening or in the morning before the forklift starts operating, the Boat Owner may call the dock office at least one (1) hour before closing the day of the request and leave a message that the vessel is to be left in the water overnight. If no one is in the dock office, leave your name, slip number, phone number, and vessel name or model on the recorder so the staff may put the vessel in the water before they shut down for the day. Every effort will be made to put all boats in the water as requested, but occasionally unforeseen events prevent this from happening. To prevent being temporarily stranded, do not let your transportation leave until you have verified that your vessel is in the water.

**D-5** Boat Owners will usually have forklift service to and from their dry storage spaces, except on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, and Easter Monday – weather permitting. Forklift service may be suspended in case of weather or water conditions, or scheduled repairs, maintenance or replacements.

**D-6** The forklift **will not maneuver** during any thunder or lightning storms, in high winds or when the water level is excessively high. The forklift driver has the authority to make the decision when to terminate service for these conditions. Service will resume as soon as the driver determines it is safe.

**D-7** It is recommended that all boats be brought into the Yacht Club by water instead of on trailers. The service of loading or unloading a vessel from a trailer is offered (weather and time permitting) Monday through Thursday from 8:30 AM to 4:00 PM. **Absolutely no** boats shall be loaded or off-loaded to or from trailers by forklift on Friday, Saturday, or Sunday. Bradley Creek Yacht Club

assumes no responsibility for any damage that may occur while loading or off-loading boats by forklift to or from trailers. The forklift driver has the authority to refuse to take any vessel off or put any vessel on any trailer at any time. If the forklift driver makes the accommodation at the Boat Owner's request or at the request of a service agent acting on the Boat Owner's behalf, such action is taken strictly at the Boat Owner's sole risk. It is in each Boat Owner's best interest to bring boats in and out by water. Boat Owner indemnifies the Yacht Club from any and all damage to Yacht Club property as a result of providing such service.

**D-8** There will be a charge for any loading or unloading of a vessel from a trailer. The charge may be changed from time to time.

**D-9** It is the responsibility of the Boat Owner to raise trim tabs to an upright position, lower antennas, collapse Bimini tops, and lower or remove any other attachment to the vessel to prepare for the forklift to maneuver the vessel and prevent damage. Bradley Creek Yacht Club assumes no responsibility for damage to any attachments to boats, including but not limited to the above items, transducers, and/or trim tabs. Boat Owners may be responsible for damage to Yacht Club property caused by failure to prepare their vessel for removal from water.

**D-10** No one may enter or work on a vessel while it is in any multi-level dry storage space. Work racks are available in the repair yard for such work on a first-come, first-served basis. Boats left unattended on the work racks may be placed back in their designated slip without notice.

**D-11** No vehicles shall be allowed inside the gates without permission from the dock office and then only for the purpose of loading and unloading tools, etc. After unloading, vehicles must be moved outside the gates to regular marked parking areas. The gate will not be opened on weekends. Vehicle owner shall assume all responsibility to damage to vehicle and/or Yacht Club property while behind the gates.

**D-12** The registered length of any vessel in dry storage may not exceed the designated membership's slip length. The total overall length of boats in dry storage may not exceed a total of two feet more than the designated membership's slip length. Other factors that need to be considered when calculating fit for any given dry slip and that may restrict usage include but are not limited to motor brackets, bow pulpits, inboard engines, windshields, T-tops and attachments on T-tops.

**D-13** No boats with inboard motors or flat bottom boats may be stored in the multi-level dry storage racks. Boats with stepped hulls shall be required to have a signed liability waiver on file with the business office.

**D-14** No overnight or unattended boats are to be left on the wash-down docks.

## **E. Wet Slips:**

**E-1** By order of the Fire Marshal and for safety reasons, all docks must be kept clear at all times. .

**E-2** Members have the right to free and unimpeded access to their vessels while berthed at Bradley Creek Yacht Club. No one shall place, or permit to be placed, any supplies, materials, accessories, crab traps, coolers, outdoor cookers, chairs, umbrellas or other debris on any of the walkways or dock facilities of the Yacht Club. Docks and finger piers shall be kept clear at all times.

**E-3** For safety reasons, no one may set up or use power tools on the docks. No person may sand, cut or paint on the dock boxes or on the docks nor may any person clutter the docks with tools or debris. Dock boxes are not to be used as workbenches.

**E-4** It is the policy of the Yacht Club to create uniformity on the docks. Esthetic reasons require that laundry not be hung on vessels, docks or any other part of the Yacht Club.

**E-5** No repairs other than minor repair and cleaning shall be done at the berthing dock. All other repairs must be done in a repair yard. No one may paint, scrape, sand or repair any part of a vessel or her gear on the piers. These are rules imposed by the North Carolina Department of Environmental Management.

**E-6** In wet slips, the length, beam, draft and height, where applicable, must conform to the slip design. Boat Owners are responsible for any damage caused by their vessel sticking out beyond the fender pilings.

**E-7** No more than one vessel per wet slip shall be allowed. The only exception allowed is the short-term temporary storage of a dinghy in the slip with the primary vessel. "Short term" is considered to be less than two days. In order for this exception to be considered, all of the following must apply:

- a. Both vessels must be registered and/or documented to the same person or entity;
- b. The second vessel is the registered "tender" or "dinghy" for the primary vessel stored in that slip;
- c. The over-all length of the "tender" or "dinghy" does not exceed the beam (width) of the primary vessel;

d. Prior to placing the second vessel in the slip, copies of the registration and/or documentation for both vessels must be provided to the office for verification purposes and will be kept on file;

e. Both vessels must physically be kept within the parameters of the slip at all times;

f. Jet skis are not permitted as "tender" or "dinghy";

g. No more than one "tender" or "dinghy" may be stored with a primary vessel within a slip at any given time;

h. Life rafts permanently stored on the primary vessel are allowed and are exempt from this rule; In the case of complaints or failure of the vessel owner to follow any of the rules or requirements, the Board maintains the authority to order the second vessel removed;

i. The Boat Owner must have a way to physically store the dinghy on the main vessel;

j. This is not considered a permanent situation but rather a short term (less than two days), temporary convenience for the Boat Owner.

**E-8** All electrical cords used around wet slips must be UL Listed for Marine use. **ELECTRIC CORDS MUST BE UNPLUGGED FROM THE PEDESTAL OR THE BREAKER**

TURNED OFF any time the vessel leaves the dock. Serious injury could occur if a "live" electrical cord is dropped in the water, sprayed with water, or picked up by an unsuspecting person. Power cords are to be kept completely out of the water at all times.

**E-9** Each wet slip has a specific electric pedestal designated for use by the vessel in that slip. No person may plug into any electric pedestal outlet not specifically designated for his or her particular slip.

**E-10** Mooring lines must be of adequate size and in good condition. No lines should be tied to any piling or to the roof structure of Pier 3. This could obstruct the movement of the docks and cause damage to the dock system.

**E-11** No vessel may be tied in any way that obstructs general dock access or protrudes over the dock.

**E-12 Boats should be tied tightly to the dock cleat** at all times so that the vessel and dock move as one unit. Fenders and spring lines are helpful. If uncertain as to the proper procedure, see the Dockmaster for help. The Dockmaster or staff may offer help or suggestions, but it is the Boat Owner's responsibility to properly tie his vessel to prevent damage to the dock system and to the vessel.

## **F. Commercial Use and Contractors:**

**F-1** No commercial activities may be conducted from the premises and/or the dock facilities of the Yacht Club. No charter or for-hire services may be conducted from the Yacht Club.

**F-2** No slip shall be rented to a Broker without prior approval of the Board of Directors.

**F-3** If a Member wishes to sell his vessel through a Broker, permission must first be obtained from the Board of Directors. Prospective buyers must be accompanied by the Boat Owner or authorized Broker in order to provide more security at Bradley Creek Yacht Club.

**F-4** Boat Owners may employ Contractors or Service Companies to work on their boats provided the Contractors abide by the following:

a. All Contractors and Service Companies doing work on any vessel at Bradley Creek Yacht Club **must** check in with the dock office upon arrival and have permission from the Yacht Club to be on Yacht Club property. In addition they **must** have their Insurance Company provide a copy of their Certificate of Insurance to the Yacht Club business office **prior** to commencing any work. The Certificate of Insurance must include the information and limits required below and must name Bradley Creek Yacht Club as CERTIFICATE HOLDER. Contractors and Service Companies are responsible for notifying Bradley Creek Yacht Club of any changes in Insurance carriers or coverage and shall maintain a current Certificate of Insurance on file at all times while working on Yacht Club property.

b. Liability Insurance shall be for limits of not less than \$1,000,000 combined limits for bodily injury and property damage. Auto and Workers Comp Insurance shall be for limits of not less than \$500,000. Insurance must be provided by an Insurance Company licensed to do business in North Carolina.

c. Contractors and Service Companies doing business agree to adhere to all conditions of the "Contractors Guidelines" available at the business office and the dock office. A copy of this form, signed by an authorized agent for the Contractor or Service Company, must be on file in the Bradley Creek Yacht Club business office **prior** to the Contractor or Service Company starting work. In addition, they must

agree to abide by these rules and regulations and shall acknowledge the same in writing.

d. The Yacht Club reserves the right to prohibit any persons under the authority of a Contractor or Service Company. Only authorized persons are allowed on the Yacht Club property.

e. The Yacht Club may establish what days and hours work may be done on any vessels. Members and Renters shall be responsible for damages, fines and actions of any Contractor or Service Company coming on Yacht Club property to service and vessel.

f. All Contractors or service personnel working on a vessel, must maintain and provide proof of a professional license if required for the work to be done on any vessel.

g. Contractors and Service Companies may be required to pay an access fee for use of marina services (such as parking, use of electricity, water, restroom and other facilities).

h. Contractors and service personnel may not store any tools, equipment, parts, vehicles, etc. on the Yacht Club property without the express permission of the Yacht Club.

## **G. Waste Disposal:**

**G-1** No garbage, other solid waste, petroleum products, liquor, flammable liquid or other substance prohibited by the Federal Waters Pollution Control Act of 1971 as amended shall be discharged into Bradley Creek.

**G-2** Containers are supplied for the disposal of trash and recycling at each dock. Disposal of large items (including but not limited to carpet, cushions, and appliances, etc.) are the Boat Owner's responsibility. Bradley Creek Yacht Club does not have the dumpster space or ability to properly dispose of these items.

**G-3** All petroleum products must be separated from trash and no solid waste, petroleum products or gasoline should be placed in trashcans or the Dumpster.

**G-4** Containers for waste oil and other petroleum products, including empty oil cans and filters, are provided. See Dock Staff for proper disposal location.

**G-5** Bradley Creek has no facility for disposal of waste gasoline or batteries. Such items must be disposed of by every Member and Renter off site in accordance with all applicable laws, ordinances, and regulations.

## **H. Hurricanes, Severe Weather and Other Emergencies:**

**H-1** The safety of the vessel is the responsibility of each Boat Owner's responsibility and it is also the Boat Owner's responsibility to be sure his or her vessel is as ready as possible for an approaching storm. The Yacht Club takes extensive precautions to help prevent damage, but ultimately, the safety of each vessel is the Boat Owner's responsibility. Bradley Creek Yacht Club assumes no liability or responsibility for any damage caused by any hurricane, severe weather, water conditions, or other emergencies or by any precautions or procedures taken by the Yacht Club to provide safety for the Yacht Club as a whole.

**H-2** In case of approaching storms, or when unsafe because of high water or storms, management has the option of refusing forklift service.

**H-3** Members and Renters acknowledge that they are not relying in any way upon the skill or intervention of the Yacht Club, to protect any vessel should foul, dangerous, or tropical weather or other emergency threaten to damage, or damage the vessel. Members and Renters agree to follow all Yacht Club rules and regulations regarding hurricanes, storms, severe weather and other emergencies, including any emergency rules and regulations which may be adopted. The Yacht Club is not responsible for any damage whatsoever to any vessel from storm, hail, hurricane, severe weather, or any other force of nature or emergency. In the event a vessel appears, in the sole discretion of the Yacht Club, likely to cause bodily harm or damage to property, the Yacht Club reserves the right to take any action necessary to any vessel to protect the safety of persons and property. All costs incurred in doing so will be charged to the Member and/or Renter. Each Member and Renter indemnifies and holds the Yacht Club harmless for any damage done should the Yacht Club take emergency action on or to any vessel before, during or after hail, tropical storm, hurricane, severe weather, or any other force of nature or emergency, including, but not limited to, emergency preparation or salvage work. Emergency storm preparations include any activity which the Yacht Club deems necessary to protect persons from injury or property from damage. Each Member and Renter hereby indemnifies and holds the Yacht Club, its officers, directors, employees and agents, harmless, and shall defend them from any and all claims, damages, and liabilities arising from any vessel and from any claims, damages, and

liabilities of any other owners of property or vessels at the Yacht Club arising out of contact with any other vessel, and further agrees to be responsible to the Yacht Club, for damage to the Yacht Club's facilities or property arising from any Member's or Renter's vessel or any fuel or appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.

**H-4** General guidelines for Storm Preparation are available in the business office. Boat Owners are responsible for the safety of their boats.

**H-5** All forklift service for loading and unloading boats, as well as lowering boats for people to remove items, stops immediately upon the announcement of a Named Storm Watch. Preparations need to be made before any "Watch" is announced.

**H-6** After preparation for a Named Storm, extensive work is required to put the Yacht Club back in working condition. Management has the option to refuse forklift service while this work is in process. Every effort will be made to keep this time as short as possible, but it may be best to call ahead to verify if the forklift is operating normally.

## **I. Clubroom Usage:**

**I-1** The Clubroom is available for Members and Renters to use during hours to be determined by the Board. Clubroom hours are typically the same as Dock Staff hours, but are subject to change.

**I-2** No obnoxious, illegal or offensive activity shall be carried on in the clubhouse or on the adjoining deck, nor shall anything be done which may be or may become a nuisance or annoyance to any Member or Renter of the Yacht Club.

**I-3** Minors must be accompanied by a parent at all times while in the Clubroom. Parents are responsible for any damage caused by their children.

**I-4** If the Clubroom is used during business hours, no activity may take place that will interfere with the operation of the business.

**I-5** There will be NO SMOKING, CANDLES OR OPEN FLAMES allowed in the Clubroom.

**I-6** There will be NO COOKING in the Clubroom or on the adjoining deck.

**I-7** NO ALCOHOLIC BEVERAGE WILL BE SOLD in the Clubroom. Minors will not be permitted to consume alcohol on Bradley Creek Yacht Club property.

**I-8** To protect the carpet and counter and table surfaces, NO COOLERS are to be brought into the Clubroom. Members and Renters may leave coolers on the deck, but must monitor their coolers and insure that no minor consumes an alcoholic beverage that may be stored in the cooler.

**I-9** No pets are allowed in the Clubroom.

**I-10** Members and Renters using the Clubroom are asked to help keep the Clubroom clean.

**I-11** The Maximum Occupancy shall be determined by the Fire Marshall's office and the number of people present for any event shall not exceed that number at any time.

### **I-12 Rental of Clubroom**

a. Use and rental of the Clubroom for private functions shall be permitted only with Yacht Club approval. Details and applications are available in the business office.

b. Renters will not be able to rent the Clubroom the Member is in attendance during rental period.

c. The Member or Renter renting the Clubroom MUST be present at all times and is responsible for the actions of all guests during the entire rental period and for general clean up after the event.

d. All activities must conclude and all guests must vacate the premises no later than 11 PM.

e. The Clubroom may not be rented on any Holiday.

**I-13** Bradley Creek Yacht Club Management shall have the sole discretion to suspend facility privileges and/or impose fines should any Member, Renter or their guests, or invitees violate any of the Rules and Regulations of the Corporation.

## **J. Violations and Remedies:**

**J-1** Bradley Creek Yacht Club may issue fines per occurrence against any Member or Renter for violations of these Rules and Regulations and take any other actions permitted by the Bylaws or the law for noncompliance, including the power to suspend the rights of any Member or Renter, including the right to use their boats, sometimes known as "red-tagging". The fine policy will be posted and is subject to change by the Board from time to time.

**J-2** Violations and/or disagreements arising from these Rules and Regulations shall be referred to the Board of Directors for appropriate action and resolution. Decisions made by the Board of Directors shall be final. The Board shall review these Rules and Regulations periodically and appropriate changes and/or additions shall be made. Any Member having questions and/or suggestions should refer them to the Board in writing.

**J-3** Failure of the Corporation to enforce any of the Rules contained herein shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one of these Rules by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**J-4** The Yacht Club shall have and is hereby granted a lien upon the vessel of each Boat Owner and all other property of every Boat Owner occupying the boat slip for all unpaid charges, costs, and/or dues, fines and assessments, including interest, attorney's fees and collection costs.

**J-5** In the event of a default on the part of any Member or Renter, the Yacht Club shall have the following remedies. These remedies are not exclusive and they are cumulative in addition to remedies now or later allowed by law.

a. The Yacht Club shall have the right to remove and store any vessel owned by a Member for failure of any Member to pay any dues or assessments or fines and the Member solely responsible for the entire expense of removing and storing the vessel, including the cost of an alternate boat slip or towing cost. During any such removal or storage, the Yacht Club shall not be liable to any Member for damage to the Member's vessel, equipment or personal property located thereon. The Member shall be liable to the Yacht Club for all costs incurred and shall pay the Yacht Club all storage fees and other incurred

costs due. Failure to pay all such sums owed may result in the sale of the vessel in accordance with the rules of the North Carolina Wildlife Resources Commission.

b. The Yacht Club may sell a Member's vessel along with any equipment or personal property of the Member occupying the boat slip or in its possession at public or private sale, and the Yacht Club may become the purchaser at any such sale. In the event the Member's vessel does not sell for sums sufficient to pay all amounts owed to the Yacht Club, the Yacht Club shall be entitled to recover the amount of such deficiency from the Member. In the event that the Yacht Club must institute an *in rem* proceeding against a Member's vessel and the Member's vessel is arrested by the U.S. Marshal Service, the Member agrees and acknowledges that the Yacht Club may serve as and be appointed the Substitute Custodian of the Lessee's vessel and that the vessel may be sold at a U.S. Marshal sale by court order for thirty-five (35%) percent or more of the vessel's fair market value at the time of the sale.

**J-5** In the event the Yacht Club commences collection efforts or institutes a legal action against the a Member to enforce the Bylaws or these rules and regulations or to recover any sums due the Yacht Club, each Member acknowledges and agrees to pay the Yacht Club reasonable attorney's fees, court costs and the costs of collection in addition to all sums owed to the Yacht Club and the cost of damages incurred.

**The Board of Directors** has adopted these Rules for the quiet enjoyment and safety of the Members and Renters. The adoption of these Rules revokes and rescinds any and all Rules and Regulations previously adopted by the Board.