



**RULES AND REGULATIONS**  
**OF**  
**MYRTLE BEACH YACHT CLUB**  
**AT**  
**COQUINA HARBOR**

Pursuant to the powers vested in the Board of Directors of Myrtle Beach Yacht Club at Coquina Harbour, by its By-Laws and the Declaration of Covenants, Conditions and Restrictions applicable thereto, the Board of Directors has enacted the Rules and Regulations attached hereto. These Rules and Regulations were duly approved by a majority vote of the Board of Directors on January 15, 2021.

The Myrtle Beach Yacht Club Rules and Regulations are being adopted to insure the best boating and recreational experience for all members, renters, and guests and to preserve their value, safety, and yachting pleasure.

Myrtle Beach Yacht Club

Little River, South Carolina

## INTRODUCTION

As used herein the word "MEMBER" shall mean and refer to any member of the Corporation, or as the context may require, any assignee or lessee of any member. All members and invited guests as well as any other person who might lawfully be entitled to use the facilities of the Corporation in any manner, are subject to the Declarations, By-Laws and Rules and Regulations of the Corporation. The term "MARINA MANAGEMENT" shall mean and refer to the dockmaster, marina staff, and the duly appointed Board of Directors

Every member and lessee shall be provided a copy of the Rules and Regulations. Each member shall insure that marina management is notified at or before the time that such member begins the use and enjoyment of his membership. Such notification shall include the full name of the user, his permanent address, telephone numbers, the name and registration number of the boat authorized by the member to dock in his boat slip, and proof of insurance. Each member is authorized and expected under these Regulations to:

1. Notify marina management if anyone is observed violating the Rules;
2. Call marina management or the police to remove unauthorized persons who do not identify themselves upon a polite request; and
3. Call marina management or the police to quell disorderly conduct by anyone on the premises of the corporation.

Each member should also notify marina management whenever he has warned a member of a violation of these Rules, and shall supply marina management with the facts of the incident as soon as practical.

All members shall be responsible to see that their guests follow the By-Laws of the Corporation and these Rules and Regulations while occupying or visiting any Corporation facilities. No member shall invite guests to the facilities of Myrtle Beach Yacht Club in inappropriate numbers or on unreasonable dates/times or without the member present.

Marina management shall be charged with the duty of enforcing the Rules and Regulations. In the event of a violation, member/tenant should first notify the offender and request that the violation be stopped immediately. In the event the violation persists, member/tenant shall notify marina management. Marina management shall undertake such enforcement as deemed appropriate and necessary. After notification, each day/occurrence that a violation continues shall constitute a separate violation subject to separate enforcement.

Failure to comply with all rules and regulations and intentional damage to MBYC property and/or personal property on premises could result in termination of the lease and/or membership with or without a warning.

## **USEFUL TELEPHONE NUMBERS**

Myrtle Beach Yacht Club .....(843) 249-5376

Fax (843) 280-9997

Emergency.....911

Police & Fire – (Non-emergency) .....(843) 915-5190

Grand Strand Regional Medical Center.....(843) 692-1000

Loris Community Hospital..... (843) 716-7000

Seacoast Medical Center.....(843) 390-8100

## **1. EMERGENCIES**

Myrtle Beach Yacht Club is covered by the 911 emergency system. Dial 911 for fire, police, or medical emergencies. A 911 call box is located immediately outside the restrooms near the marina office.

## **2. CLOSED HARBOR**

Coquina Harbor is a closed head harbor. No dumping of oil, flammables, oily bilges, human waste (treated or untreated) is permitted. All holding tanks and overboard discharges are to be closed. Federal law provides fines up to \$50,000 and imprisonment for violations. Pump-out hydrants are located on each dock such that vessels in any slip may be conveniently serviced (as detailed in paragraph #3). There is also a pump-out station located at the fuel dock. There is no charge for pump-outs for a member's vessel, nor a charge for vessels leasing through the Yacht Club. Upon notice, marina management may inspect any vessel berthed on Corporation's property to ensure compliance with these provisions.

## **3. PUMP OUT POLICY/INSTRUCTIONS**

- 1) Key to box containing hose on each dock may be checked out at the Ship's Store. Additionally, rubber gloves are available in the Ship's Store which should be used while pumping out a vessel.
- 2) A \$100 fine will be assessed if the equipment is not adequately cleaned after use.
- 3) A \$50 fine will be assessed if nozzles/hoses are broken due to misuse/abuse.
- 4) Pump out hoses are kept at the T-head of each dock in a dock box labeled Pump Out Hose,
- 5) Connect the yellow hose to the connection on the dock.
- 6) Make sure the lever on the nozzle is in the off position.
- 7) Turn the lever on the dock connection forward.
- 8) Put the nozzle inside the fitting on your boat (press down firmly and hold in place). At the same time turn lever slowly to the open position.
- 9) After completion, turn lever to the closed position and remove nozzle from port .
- 10) Turn lever to open position and place nozzle in the water to rinse for approximately one minute
- 11) Insure waste remaining in hose has been flushed.
- 12) Make sure nozzle lever is in the closed position and turn the lever on dock off.
- 13) Remove hose, drain and return to box. Return key to the Ship's Store.
- 14) Corporation is not liable for any damage, malfunction, or injury resulting from use of pump-out

#### **4. LAUNDRY**

Members and lessees may use the washer and dryer units located adjacent to the Ship's Store. They are available on a first-come, first-served basis, and no one shall leave laundry in any machine after the washing or drying cycle has been completed. No tints or dyes shall be used in washing machines. Washing and drying of rugs, oily rags, sails, sailcovers or other heavy items is strictly forbidden.. No laundry should be hung out to dry on a member's vessel.

#### **5. TRASH DISPOSAL**

Trash should be disposed of in our solid waste dumpsters located in the parking lot. No trash or empty boxes of any kind shall be left on the docks or in dock carts. Discarding garbage into the harbor is unsanitary, unsightly, and unlawful. Violations are punishable by a \$100 fine by Myrtle Beach Yacht Club and up to \$50,000 by the Federal Government. Discarded batteries should be put in a designated area for proper disposal (inquire at Ship's store for instructions). ***Under no condition should batteries be left on the docks or fingers, nor placed next to the dumpsters.***

#### **6. OIL DISPOSAL**

Myrtle Beach Yacht Club pays for the disposal of used oil from our facilities. This service is intended for used oil from vessels docked at Myrtle Beach Yacht Club only. There is an oil storage building located in the Pool Dock parking lot for used oil, fuel, filters, etc. The key for this facility may be obtained at the Ship's Store.

#### **7. DOCKWAYS**

***We recommend that children under the age twelve should wear a lifejacket on the dockways for their safety.***

Waste material must not be left on the docks.

No bicycles, skateboards, or scooters may be ridden on the main docks or finger piers. Bicycles must be walked down the dock and stored in a way that does not interfere with the enjoyment of other members or renters.

Due to tidal variations the ramps and docks are not ADA compliant. Disabled individuals are allowed to transit the docks in wheel chairs or motorized scooters but must do so at their own risk.

All docks, ramps and finger docks shall be kept clean and clear of all equipment. Lines and hoses in use with a vessel should be arranged in an orderly manner so as not to interfere with the safe utilization of the dockways.

No hazardous materials, such as fuel, batteries, cleaning solvents or other chemicals shall be left on any dock, walkway or finger piers. Myrtle Beach Yacht Club receives random inspections

from South Carolina Department of Health and Environmental Control. If the Yacht Club receives a fine from SC DHEC, payment of that fine will be the responsibility of the violator.

All proposed alterations or additions to the finger docks and/or boardwalk (such as boarding steps, dock boxes, and jet ski lifts) must be submitted in writing and approved by marina management before implementation. Permanent attachments to the docks are a violation of the Army Corps of Engineers dock permit. This should be taken into consideration. Fiberglass boarding steps three steps or less in height may be used without approval. Anything over three steps and containing a landing, or made of wood or any other material needs to be approved by marina management. Steps that impede access to the finger pier must be acceptable to both vessel owners occupying that finger.

All dock boxes must be between six (6) and eight (8) feet in length, between twenty (20) inches and twenty-six (26) inches in height, and between twenty (20) and twenty-six (26) inches in width, white in color, fiberglass material, be secured to the dock, and have a flat lid that closes and is secured. Any dock box not purchased through Myrtle Beach Yacht Club must be approved by marina management as to its conformity prior to its installation.

There shall be no use of charcoal or gas grills on the docks. Only electric grills may be used on the docks. A gas grill is provided at the clubhouse on a first come, first-served basis. An additional area for grilling is provided at the head of C-dock for those who wish to use their own grills. No other grills will be allowed anywhere else on Myrtle Beach Yacht Club property.

There shall be no swimming, diving, or jumping from the docks.

No boats, except dinghies, shall be fueled in a slip or the adjacent areas thereof unless there is an emergency requiring such activity.

## **8. PETS**

No pets shall be allowed on the docks or any other property belonging to the Corporation except when on a leash and under the control of a responsible person. Pet walk areas are located behind each of the parking areas. Pet droppings should be picked up and placed in the dumpsters. Members who fail to maintain control of their pets or to remove droppings as described herein are subject to a \$100 fine.

## **9. PARKING**

Vehicles should be parked within the painted lines. No washing of cars or boats will be allowed on the parking lots. No boats, trailers or campers are permitted on the parking lots. Any boats or trailers so parked may be towed away at the owner's expense. Parking spaces are on a first-come, first-served basis. Only members/tenants on "P" dock should park in the side parking lot.

There is a maximum of only two parking spaces per slip. Parking is available on a first come/first served basis. Additional cars should be parked in upper lots. All guests must park in the upper lot on weekends from April 1<sup>st</sup> thru October 30<sup>th</sup> and all holidays year around. Vehicles in violation are subject to fines and towing at owner's expense.

All vehicles parked at Myrtle Beach Yacht Club must be properly titled, registered, and insured as according to South Carolina law or will be towed at owner's expense.

Any vehicle parked in a handicapped parking area without a handicapped tag is subject to a fine and towing at the owner's expense.

All vehicles must be parked in a parking space and not in loading zones, driveways or in front of trash dumpsters.

## **10. BOATS**

Boat owners desiring marina management to have access to their boats shall provide the necessary pass keys to him/her. When any lock is changed, the member shall inform marina management and provide them with a new key. Boat owners are strongly advised to leave keys to their vessels in the office lock box in case of emergency.

Boat owner shall indemnify the Myrtle Beach Yacht Club against all claims, actions, proceedings, damages, liabilities, including attorney fees, arising from or connected with boat owner's possession and use, and arising from or connected with any guests, visitors or other who may come onto the premises to visit boat owner or boat owner's vessel. Boat owner shall carry liability insurance covering the above acts or omissions with single incident personal injury coverage of a minimum of \$300,000.00 and property damage coverage of a minimum of \$100,000.00.

Boats docked at Myrtle Beach Yacht Club docks must be kept in a seaworthy condition and able to proceed under their own power at all times. Should the Yacht Club discover that a boat is in peril, boat owner agrees to reimburse the Yacht Club all costs for labor and materials incurred or expended by the Yacht Club in connection with correcting this situation. However, the Yacht Club has no obligation to render aid or assistance in such a situation. No part of a vessel may extend past the entrance to its slip into the fairway by more than two feet. When berthed bow first, the bow pulpit may not extend past the front of the dock box.

The appearance of vessels docked at the MBYC shall at all times be neat, orderly, and ship-shape. Deviations from the standard are subject to corrective action as deemed necessary by Marina management in accordance with the following procedures and guidelines.

### **1. Notice:**

- a.) Written notice shall be sent, as defined below, to Slip Owner/MBYC Member, as well as Vessel owner/Slip Renter, informing the Recipient(s) of the objectionable condition of the Vessel deemed to be in need of corrective action by the Marina Management;
- b.) Unless the condition is deemed to constitute a hazard or potential imminent hazard to the Marina and/or to other Vessels, the Recipient(s) shall have fourteen (14) days from receipt of Notice to take corrective action;
- c.) Failure of the Recipient(s) to take corrective action within the above time period shall result in the Marina taking corrective action, and back charging the Recipient(s) for the costs thereof;
- d.) In the event that the condition is deemed by Marina management to involve imminent peril or the potential of imminent peril to the Marina or other vessels, Marina

management may take immediate corrective action, and back charge Recipient(s) for the cost of corrective action, without first providing notice.

- e.) Written notice shall be sent to the last address of each Recipient provided to the Marina management, via certified mail return receipt requested. It shall also be posted on the Bulletin Board outside the Ship's Store. It shall also be sent to any e mail address listed for each or any Recipient, with 'receipt' feature on, if available. It shall also be placed securely on the entry to the cabin of the Vessel which is the subject of the notice, if practicable.

## 2. Charges

- a.) All charges for labor and materials incurred or expended to correct the condition shall be billed to the Recipients as additional rent where appropriate;
- b.) Receipts and time records shall be available at the Marina management office.

3. Nothing contained herein is intended to nullify or alter any other provisions of any Dockage Agreement and Lease between the Yacht Club and the Recipient(s).

4. Guidelines: Conditions which may result in Notice requiring corrective action by Recipient(s) include but are not limited to the following:

- a.) Excessive green mold/mildew allowed to remain unabated on the hull of any vessel;
- b.) Excessive tears or mold/mildew allowed to remain on Vessel canvases;

5. Nothing contained above shall require that Marina management send notice of conditions requiring corrective action or take any corrective action.

Only routine vessel maintenance/repairs will be permitted in Myrtle Beach Yacht Club slips. No heavy maintenance to vessels shall be permitted. **No spray painting is allowed.** Marina management reserves the right to determine what type of maintenance and repairs shall be permitted on Myrtle Beach Yacht Club property.

## **11. SECURITY**

Marina management should be notified if any suspicious people or unusual activities are observed. Boats should be kept locked at all times. Each boat owner is responsible for the security and maintenance of his/her boat.



## **12. SERVICE PERSONNEL**

All persons who enter the Yacht Club property for sales, service, repair or maintenance shall check in at the Club office. All oil and other fluids shall be disposed of in an approved manner. Similarly, all parts or other refuse shall be disposed of in proper receptacles.

All independent contractors working on the Yacht Club premises are required to have proof of liability insurance with minimum coverage of \$1,000,000 on file with marina management. It is the vessel owner's responsibility to check with marina management to determine if a contractor who will be working on the owner's vessel has the proper insurance on file prior to making arrangements for the work to be done.

## **13. POLICY FOR MEMBERS LEASING THEIR OWN SLIPS AND THEIR LESSEES**

Article X, Section 3 of the Declaration of Covenants, Conditions and Restrictions provides for Members to rent/lease their own slips. Policies covering these situations are as follows:

1. A copy of the lease must be presented to marina management and approved before the lease takes effect.
2. Lessee, upon arrival of the vessel, must personally check in at the office.
3. Members may not rent to any person who is currently renting through Myrtle Beach Yacht Club or who has rented through Myrtle Beach Yacht Club within the past six months.

Additionally, the following rules shall apply to rental agreements administered by Club management:

- 1) A security deposit of one month's rent is due to reserve a slip for all rentals exceeding one month.
- 2) If for any reason a reservation is cancelled, a month's notice must be given in order to receive deposit back.
- 3) Ship Store purchases may be charged on your account only if account is current. Fuel cannot be charged on account and must be paid at the time of purchase.
- 4) A copy of vessel's insurance policy must be kept on file
- 5) MBYC staff prefer to keep a set of boat keys in the marina office in case of emergency. It is your choice whether or not to do so..
- 6) All leases must be renewed by the tenant within 10 days of the end of the term. MBYC has the right to renew or terminate within 10 days of the end of the lease.
- 7) Rental includes water, cable, and pump outs. Electric service is metered and charged accordingly.

Members may not advertise their slip for lease.

Members are responsible for providing their lessees with proper gate/door access codes. They are also responsible for all charges incurred by their lessees (such as billing for electricity).

Infractions of this policy will result in denial or revocation of approval for the lease and the owner is responsible for evicting the tenant at MBYC's request. Failure of the owner to rectify the situation may result in the owner being fined up to \$100 in each situation. Members shall advise their renters of these rules prior to finalizing a lease agreement.

#### **14. GUESTS**

In an effort to preserve the privacy of the members and renters on our docks, we will not give out information about boats and/or their owners without prior notification of marina management.

Any member or renter offering their vessel for sale privately or through a broker should not use the office phone number as a contact. Any prospective purchaser/buyer must be accompanied to the vessel by the member, renter or broker of the boat for sale. Gate codes are not to be given to perspective buyers.

Guests of members shall not be admitted or allowed to use the facilities without the member being present. Marina management may limit the number of guests that any member may invite to the facilities. Every member shall insure that his guests abide by the Rules and Regulations and shall be responsible to MBYC for any violation. Each member shall be responsible for any and all damage or loss caused to Club property by that member, family members, guests, employees or contractors.

The number of guests invited at any one time by any member shall be in keeping with the rights of other members to have and enjoy the use of these same facilities, and is subject to limitation by marina management.

#### **15. NOISE**

All members and their guests shall refrain from playing radios, stereos, tape players, televisions or musical instruments loudly. After 10:00 p.m. and before 8:00 a.m., no activity shall be undertaken so as to be heard by other members. All members and their guests shall respect the rights of other persons on the premises. Parents shall not allow children to run and play on the docks and other facilities. Younger children should be under the direct supervision of their parents or guardians at all times.

#### **16. FISH CLEANING**

Fish cleaning is prohibited on the docks except at the fish cleaning station provided at the fuel dock. All discarded fish parts shall be placed in sealed plastic bags and removed from the property for disposal. Do not put carcasses in the dumpster.

#### **17. DOCK CARTS**

Dock carts are provided to members and renters as a courtesy by the Yacht Club. They must be returned to the head of the docks as soon as possible in a clean condition. Oil, gasoline, or any other item likely to leave the carts in a dirty, unusable condition should not be carried in the dock carts. Weight limit per cart is 150 pounds maximum.

## **18. DINGHIES, CONTENDERS, AND JET SKIS**

Dinghies, contenders, and Jet Skis, in addition to the primary vessel, may be tied in a member's or renter's boat slip only if it does not extend beyond the confines of the slip. If it becomes necessary for Yacht Club personnel to pump out a dingy or hire someone to pump it out, the dinghy owner will be so charged.

## **19. VACANT SLIP**

Neither members nor renters may use vacant slips without prior approval of marina management. Unless such use is an emergency and of short duration, the daily transient fee will be charged.

## **20. COMMERCIAL USE OF SLIPS**

Myrtle Beach Yacht Club is a private facility and does not permit any commercial usage of its slips except as approved by the Board of Directors in compliance with the By-Laws.

## **21. MEMBERSHIP SALE**

No sales or transfers of memberships shall be allowed except in accordance with the terms of the Declaration of Covenants and By-Laws, and the approval of marina management. A transfer fee of \$500 is to be paid to Myrtle Beach Yacht Club upon the sale or transfer of a membership. Memberships may not be advertised on Myrtle Beach Yacht Club premises.

## **22. USE OF THE BUD HUT**

The Bud Hut is for use by members and tenants. There are several picnic tables and a gas grill available for use. Please clean grill and tables after use. Failure to properly clean these areas will subject the member to assessment of a \$50 fine. No pets are allowed in the Bud Hut.

## **23. SWIMMING POOL**

The swimming pool is for the use of Myrtle Beach Yacht Club members and their guests only. Children must be under the direct supervision of a responsible adult at all times. There is no lifeguard on duty. Use of these facilities is at your own risk. To ensure the safety of all visiting children, the pool gates must be kept closed at all times. No pets allowed in pool area. No glass is allowed in pool area.

## **24. STORM PRECAUTIONS**

*See Hurricane Plan*

## **25. LIVEBOARD POLICIES**

Members and renters who live aboard their vessels are a valuable asset to our marina community and, with some necessary limitations, are welcome to utilize their vessels as their primary residence. For purposes of classification, a liveaboard shall be defined as an individual residing on their vessel at Myrtle Beach Yacht Club as their principal/primary residence. Members and renters meeting these criteria shall notify marina management of their status as liveaboards. As vessels occupied full time place an additional burden on marina resources, marina management may as necessary restrict the number of memberships utilized as primary residences. As necessary, marina management may also impose a liveaboard surcharge to cover additional/unusual costs attributable to liveaboard members and renters.

## **26. AMENDMENT**

These Rules and Regulations may be amended or modified, in whole or in part, by a majority vote of the Board of Directors of the Corporation.

## **27. CONCLUSION**

Violations of the Rules and Regulations shall be addressed by marina management. Members may appeal marina management's actions concerning compliance with the Rules and Regulations to the Board of Directors. Findings of the Board of Directors are final and are not subject to appeal. The By-Laws provide for fines of up to ONE HUNDRED (\$100.00) DOLLARS per occurrence against any member violating these Rules and Regulations. The Board of Directors is also empowered to suspend the rights of any member for habitual non-compliance or violations endangering the health and welfare of other members and/or their guests. The Rules and Regulations shall be reviewed by the Board of Directors periodically and modifications shall be made as warranted. Members are encouraged to refer any questions or suggestions regarding the Rules and Regulations to the Board of Directors for consideration.