



ARTMARINE  
MARINAS



Emirates Palace  
قصر الإمارات  
Marina مارينا



LAGOON MARINA  
MINA AL ARAB

مرسى البندر

AL BANDAR MARINA

ماربا



SOMABAY



island ريف



مرسى البطيين  
MARSA AL BATEEN



مرسى القرم الشرقي

EASTERN MANGROVES MARINA

# STANDARD INTERNATIONAL MARINA TERMS AND CONDITIONS

Standard terms and conditions in reference to all users of marina property managed by ART Marine Marinas: the vessels berthed, personal conduct, responsibilities and contract definitions

**Part 1 – Facility – All Users**  
**Part 2 – Contractual – Yacht Owners**  
**Part 3 – Local bylaws – All Users**

The concept, wording and essence of all herein contained are designed to ensure all marina users receive the maximum enjoyment and benefit from their period on the Premises. The details expressed above are to prevent the few spoiling the enjoyment of others, in whatever form.

Owning a yacht and experiencing the freedom of the open sea is one of the few remaining escapes the modern family can safely pursue, and the Company takes its responsibility as a champion of yachting to ensure this privilege is not disrupted.

The Company will therefore work hard to ensure the enclosed is adopted by all marina users, not for controlling purposes, but to uphold the equal freedom of all.

**Definitions**

Where the following words appear in this Agreement, the License and the Company's Regulations, they shall have these meanings:

- **"Agreement"** means this document detailing the terms and conditions of facility usage, to include, but not limited to, personal conduct, Vessel berthing, visiting, commercial employment, etc.
- **"Berth"** means the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the stated term of the issued Licence.
- **"Company"** means ART Marine LLC, its subsidiaries, employees, agents, assignees for the operation of the technical service, and any staff or persons representing ART Marine either through direct employment or through management contract.
- **"Contaminant"** means hazardous waste including a liquid, solid, gas, odour, temperature, sound vibration or radiation that presents or could present a risk of harm to human health or the environment.
- **"License"** or **"Berthing License"** means a berthing, storage, or lifting license issued by the Company to the Owner to allow the stated Vessel residence at the Marina for the stated term.
- **"Marina"** shall include a yacht harbour, marina, mooring, dry stack or any other facility for launching, navigating, mooring or berthing a vessel within the Premises highlighted below.
- **"National Prescription"** means the rules, regulations, laws or otherwise directions of conduct enforced by the country in which the Marina is located.
- **"Owner"** shall be the legal proprietor of the Vessel, and/or include any charterer, master, agent or other person for the time being in charge of the Vessel and named on the Berthing License, excluding the Company.
- **"Premises"** means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, sheds, lofts, workshops, hard standing, roadways and car parks.
- **"Premises Owner"** means the legal owner of the "Premises", if that differs from the "Company", and who has contracted the "Company" to manage and operate the "Premises" on their behalf.
- **"Security Deposit"** means the refundable financial deposit held by the Company against any Violation, damage or arrears.
- **"Term"** means the duration of the License, specified between the Start and End Dates on the License.
- **"Utilities Establishment Fee"** means the connection fee associated with providing the utilities, when applicable.
- **"Vehicle"** means any motorised transport, powered by any means, for use on land.
- **"Vessel"** shall include any form of craft, boat, ship, yacht, dinghy, multihull, or other marine structure that is identified in the Berthing License as in the care and control of the Owner.
- **"Violation"** means an observed act contravening the terms of the Agreement herein described. This may be recorded and a notice of Violation issued.
- **"Work Permit"** means a permit issued by the Company to a contractor or person visiting the marina for professional purposes, permitting them to work on the Premises and/or aboard a vessel.

**Part 1 – FACILITY**  
**(Applicable to all marina users)**

**1. Responsibilities**

- 1.1. Any person entering the Premises – by land or water – does so entirely at their own risk and warrants to abide by the terms and conditions of this Agreement.
- 1.2. As a secure area, the Company reserves the right to restrict access to persons without appropriate forms of personal ID, who are not accompanied by an Owner, and/or who have not informed the Company regarding their arrival.
- 1.3. The Company shall not be held responsible for any loss, damage or injury to persons or possessions, arising from use of its facility, excepting a proven incidence of gross negligence and/or wilful misconduct on its part.
- 1.4. Though attending to vessels and property, the Company will not hold liability for duty of care during excessive environmental conditions, or the safety and security of visitors and vessels during these periods.
- 1.5. Access to the Premises does not entitle any person to abuse the privilege for commercial purposes, distribute leaflets, business cards or the like, or perform surveys of any nature without written consent of the Company.
- 1.6. Additional rules, regulations, disclaimers and definitions may cover specific services not handled by the Company, including, but not limited to, the provision of catering, servicing, etc.
- 1.7. Access granted to the Marina is on the proviso of solely visiting the Marina premises. Access will not be granted to any other property not controlled by the Company accessed through the Premises, such as beaches, hotel, leisure and residential developments, unless as part of a public right of way.
- 1.8. All persons on the Premises shall comply with safety and informational signage posted in the Marina.
- 1.9. Observed Violations of the appointed terms and conditions of this Agreement may be transmitted to Owners via an official violation notice, as per [Clause 17.8](#), a copy of which shall be held on record.

**2. Environment**

- 2.1. All inshore waterways are a fragile eco-system and their protection is the responsibility of all. Owners shall bear responsibility to keep the waterway clear of refuse, pollution and excessive engine or music noise.
- 2.2. The Company has the right to refuse berthing to any vessel whose engines or machinery produce excessive or unreasonable noise or observed environmental pollution.
- 2.3. All hoses must be fitted with trigger nozzles to avoid water wastage during cleaning. Only biodegradable products shall be used for cleaning vessels.
- 2.4. The Company reserves the right to document any perceived abuses of the environment and report to concerned authorities.
- 2.5. The Company reserves the right to take immediate action as per [Clause 15.5](#) in the event of a Vessel contravening this Agreement and refusing to desist. Examples being the playing of loud or unsociable music, vessel pilotage, Owner / guest / crew behaviour or threatening / aggressive behaviour.
- 2.6. No vessel, when entering, leaving or manoeuvring in the Marina, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other water users. The Company monitors vessel behaviour and repeated speed/wash violation shall constitute a contravention of Berthing License.
- 2.7. Fishing, cleaning of fish, swimming, diving, SCUBA diving, snorkelling, windsurfing, kite-sailing and other water-sports are prohibited within the marina. This includes lying of nets and lines, or spear gun usage.
- 2.8. The use of personal water craft, jet skis and similar water vehicles is prohibited within the marina; except for PWC berth holders arriving and departing their berths.



- 2.9. Marina users shall take all reasonable precautions to prevent pollution. No toilet effluent, bilge water, black/greywater holding tanks, washing or other pollutant shall be discharged, thrown overboard or left anywhere on the Marina or Premises.
  - 2.10. Use of WC and showers having direct outlets to the sea is strictly forbidden, and the discharge of such will be seen as a transgression of [Clause 2.9](#).
  - 2.11. No garbage shall be thrown overboard or left on the pontoons, in car parks or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Premises.
  - 2.12. Disposal of lube oil, engine oil and fuel filters, damaged or old batteries, old paint cans, thinner or solvent bottles and any other hazardous liquids shall be the responsibility of the Owner/Contractor and disposed at their responsibility off-site.
  - 2.13. If any refuse receptacle, including those designated by [Clause 2.18](#), has no excess capacity for the disposal of refuse, it is the Owner's responsibility to dispose responsibly in alternative locations off the Premises.
  - 2.14. Refuse receptacles are provided for personal refuse disposal only. Any refuse generated by maintenance, refurbishment or of an above-average capacity shall be the Owner's responsibility to dispose of, or to request advance assistance from the Company.
  - 2.15. Pet owners are responsible for their pets conduct, including the soiling and/or urinating on walkways, Marina and Premises, and are only permitted access providing they do not cause concern, disturbance or inconvenience to other Marina users. Transgression of this will result in the removal of the animal and banning / prevention from re-entering the Premises. The Company reserves the right to charge the animal owner for any associated clean-up costs.
  - 2.16. No person, whether Owner, associate, Contractor or crew, shall release, by act or omission, any contaminant into the water or land at the Marina and Premises.
  - 2.17. In the event a Contaminant is released into the water or land at the Marina or Premises, the person shall:
    - 2.17.1. immediately take action to clean up the Contaminant
    - 2.17.2. immediately notify the Company and all appropriate authorities and keep all parties regularly informed of the Owner's clean up actions; and
    - 2.17.3. without limiting the Company's rights under this Agreement, be responsible for all costs, including the Company's costs, resulting from the release, including clean-up costs and any legal fees, costs or penalties incurred.
  - 2.18. All Waste Materials shall be deposited in the appropriate receptacles within the marina premises, subject to the Company's supervision.
  - 2.19. Portable sanitation devices shall not be emptied into any toilet or lavatory facility on marina premises
3. **Security, Health & Safety**
    - 3.1. Owners, their employees, companions and representatives must not act in a way that, in the opinion of the Company, may be considered illegal, dangerous, offensive or cause inconvenience to marina users.
    - 3.2. All safety equipment stored aboard (including sufficient personal floating devices) will be fully operable, accessible and not expired.
    - 3.3. Smoking, the igniting of naked flames or the use of any electric motor is prohibited on the fuel dock or in the vicinity of a bunkering yacht.
    - 3.4. The Vessel shall at all times be berthed in a seamanlike manner. It is the Owner's responsibility to provide and maintain all necessary mooring lines and fenders adequate to withstand all foreseeable weather conditions.
  - 3.5. Electrical cables from service units to vessels shall be securely laid and not cross any thoroughfare such that they create a trip hazard or risk water ingress.
  - 3.6. Modification of any electrical equipment belonging to the Company is prohibited. This includes, but is not limited to, the electrical bollards, breakers and fuses that serve each berth.
  - 3.7. Any observed abuses of alcohol or illicit substances will be treated severely, especially considering the potential danger that exists in a marine proximity, and the appropriate authorities will be immediately informed.
  - 3.8. Vessels over 24 metres LOA must have a designated crew allocated for regular upkeep and emergency contact, in line with National Prescription. This person(s) shall be available to attend to the vessel needs within one (1) hour of contact by the Company in the event of an emergency.
  - 3.9. All Vessels approaching the marina are encouraged to contact the Marina on either VHF or phone, to indicate their imminent arrival and berthing requirements.
  - 3.10. The use of fairways and berth channels shall be for the purpose of entering or leaving berths only. All vessels with engines shall use engines for propulsion within the marina waters. Maximum speed in marina waters shall be stearage speed.
  - 3.11. Excessive Vessel wash can damage boats, property and persons, and transgressors will be penalised for inconsiderate behaviour or pilotage, as per [Clause 16.8](#).
4. **Prescriptions**
    - 4.1. In the event of an accident or collision, the Company reserves the right to inform the Police and Coastguard authorities, and to conduct a full written investigation, so that appropriate evidence may be supplied to insurance companies of the parties involved.
    - 4.2. The Company acts in strict accordance with UAE law, and will revert to the appropriate authorities if it is considered any persons on the Premises are engaging in illegal activity.
    - 4.3. The Company will not tolerate any verbal, physical or written abuse to any of its staff members, clients or visitors. Any party guilty of such behaviour will be found to contravene the terms and conditions herein and reported to the Police.
    - 4.4. The Company reserves the right to exclude, either temporarily or permanently, Owner's employees, agents or representatives from the Premises, if such persons are believed to have been involved with or displayed behaviour deemed inappropriate by the Company.
    - 4.5. The Company reserves the right to deny access to ex-employees of the Company (deemed as an individual who has had employment and/or payment from the Company) whose employment was terminated, for a period up to six months following termination date.
    - 4.6. The Company reserves the right to deny access to the Premises any persons considered a threat to health, safety and security of staff or property, and shall publish notices to this affect at such time as a situation arises.
    - 4.7. The Company reserves the right, for limited periods of time, to restrict all vessel movement within the waterway, for safety, security or promotional purposes. If feasible, the Company will inform the Owners with at least one week prior notice.
    - 4.8. The Company reserves the right to feature the Premises, Marina and everything geographically contained within in its own promotional material, whatever medium that takes. This may include docks, vessels and people. The Company will attempt to notify the Owner of any Vessel to be featured in advance.
    - 4.9. The Company reserves the right to order any repair or maintenance work to cease if it considers that the work is causing damage, inconvenience, nuisance or a health and safety risk to the Marina or its Premises, to marina users, or to persons residing in the vicinity.
    - 4.10. Commercial photography or filming to be used for promotional purposes or the presence of the media

reporters or photographers is strictly forbidden without written authority from the Company.

- 4.11. The Company may, by its employees and agents, at any time carry out works on or within the Premises, and will endeavour to give Owners sufficient advance notice. However, the Company reserves the right to relocate Vessels if their presence poses a risk to persons or property during the works undertaken.
- 4.12. Use of any non-public berth other than that stipulated on the Berthing License for any non-emergency purpose is prohibited.
- 4.13. The Company is authorized to enter the dock boxes in order to effect repairs thereon or if, in the sole discretion of the Company, such entry is necessary for the safety of the Premises or Vessels.
- 4.14. The Company may, by its employees and agents, at any time board the Vessel and carry out at the Owner's cost and risk, any work if the Company reasonably considers it is necessary to do so for the safety of the Vessel, Marina or any other vessels, noting [Clause 18.5](#).
- 4.15. The Company shall take all reasonable steps to maintain security at the Premises, and to maintain the Premises and its facilities are in good working order.
- 4.16. Subject to this, and in the absence of negligence or breach of duty on the part of the Company, Vessels, gear, equipment or other goods are left with the Company at the Owner's own risk and all marina users should ensure that they have appropriate insurance against all relevant risks.
- 4.17. The Company reserves the right to board and/or relocate any vessel in the event that it perceives an emergency situation, the vessel is in an unsafe condition or is discharging of materials into the surrounding waters, such that it may cause a prospective hazard to the marina property, other vessels or personnel, noting [Clause 18.5](#).
- 4.18. Any times or timescales published or provided by the Company are given in good faith, but are not guaranteed or to be considered as contractual to the service provision.
- 4.19. The Company reserves the right to install and monitor the Marina, waterway and Premises with CCTV, which may be linked to the local authorities at their request.

##### 5. **External Contractors and Guests**

- 5.1. Any contractor appointed for works on a vessel and/or within the marina must inform the company in advance of their arrival and provide appropriate proof of liability insurance, may not be allowed access to the Premises. The liability insurance must be to a limit not less than AED 2,000,000 and the policy must cover the contractor's liability for any loss or damage to property within the marina and/or bodily injury to any persons within the Marina. The policy must also include a waiver of subrogation and/or hold harmless against the marina its employees, managers, directors and/or owners.
- 5.2. Contractors and service providers may only work on a Vessel only if they hold a Work Permit issued by the Company. Work Permits and contractor IDs are supplied on receipt of proof of company trading licence, liability insurance, personal ID and Owner authorisation. If work involves application of heat the contractor and service provider may only work if they hold a valid Hot Works Permit. Work Permits are not required for regular deliveries.
- 5.3. All contractors enlisted by the Owner must comply with safety and operational policies of the Company and shall promptly report to the Company upon arrival at the Premises for Work Permit issuance, and again immediately prior to departure for return of contractor ID.
- 5.4. All yacht brokers, contractors, workmen, crew or other agents of the Owner must register with the Company, sign a waiver of liability in favour of the Company, must comply with safety and operational policies of the Company and shall promptly report to the Company with

adequate form of personal and company ID upon arrival at the Premises for Work Permit issuance prior to admittance to the pontoons, and again immediately prior to departure for return of contractor ID.

- 5.5. Contractors and delivery suppliers are responsible for the disposal of any maintenance by-product or packaging, and shall remove it from the Premises for disposal.
- 5.6. Repairs authorized and carried out while the vessel is berthed at the marina shall only include operations that do not result in pollution of the water or air; do not cause danger or a level of noise that will disturb other marina users or person residing in the vicinity; and do not cause damage to the marina structures or to other vessels.
- 5.7. The Company reserves the right to verify the standard of any works carried out by contractors on its behalf, or by appointment by an Owner, and to ensure the working environment is left at the same standard of cleanliness and arrangement prior to contractor arrival.
- 5.8. In the event of failure to satisfy [Clause 5.6](#), the contractor shall be liable for the cost of any repairs or cleaning to rectify the environment and return to its prior state of arrangement and appearance.
- 5.9. The Company reserves the right to fine and restrict access to contractors and/or Owners, in the event of facility abuse, including, but not limited to, breakage, spillage, waste materials, water pollution and other environmental hazards caused intentionally or unintentionally.
- 5.10. The Company will not admit prospective buyers to view any vessel that is listed for sale, in the absence of the Owner or their nominated representative.
- 5.11. Guests and family of the Owner are allowed access to the Owner freely while accompanying the Owner if they do not have any issued membership cards. For unaccompanied access without the Owner's presence or prior authorization, anyone associated with a Vessel must have authorized membership or crew pass issued by the Marina under the authority of the Owner.

##### 6. **Conduct – Vessels**

- 6.1. Vessels shall not be moored, sailed or maneuvered in such a way as to create a danger, obstacle or inconvenience to other marina users.
- 6.2. Owners may not leave or store any equipment on the dock, or erect on or modify any Marina equipment without written permission from the Company.
- 6.3. Vessels shall refuel only at the designated fuelling berth, follow all instructions posted and issued by Marina Staff in regards fuelling procedure and are to vacate the berth when the fuelling operation is completed.
- 6.4. Without exception, all electrical connections made to the marina receptacles shall be approved, weatherproof, ground fault interceptor, grounded type. Wiring must be of sufficient amperage for its use as specified by the applicable electrical code. Undersized power cords will be disconnected by marina personnel. Power cords may not cross walkways nor be affixed or secured to docks.
- 6.5. Temporary, removable and non-affixed dock steps may be placed on the pontoon, subject to the Company's approval, but shall be no wider than one-half of the width of the finger and no longer than 1.5 meters. The Owner shall not attach, affix or install any other objects or materials to the pontoons.
- 6.6. No portion of any vessel shall extend, overhang or obstruct the walkway or fairway at any time (e.g., bowsprit, plank, yardarm, bow pulpit, passerelle, swim step, anchor, etc.).
- 6.7. Halyards shall be secured to eliminate noise.
- 6.8. All water hoses, electrical cords and dock line tails shall be stowed aboard the vessel when not in use to minimize tripping hazards on the pontoons.
- 6.9. Supplies, materials, accessories, equipment or gear of any kind shall not be stored in the Marina or Premises except in approved dock boxes, if available.
- 6.10. The Owner agrees to keep the pontoon(s) adjacent to their Vessel free of debris at all times. The Company



- reserves the right to remove, store, or dispose of any materials left on the pontoon, at the Owner's expense.
- 6.11. Bilges shall not be pumped out in the marina unless in emergency (i.e. risk of vessel sinking). Any costs associated with rectifying environmental damage directly caused by the Vessel shall be borne by the Owner.
  - 6.12. Drying or airing of laundry, towels, personal clothing, linen or apparel on the pontoons, the rigging of a vessel or otherwise in plain sight, is prohibited while berthed in the marina, with the exception of sails for drying purposes, which should be well secured.
  - 6.13. No work shall be done on a Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent, excepting minor running repairs or maintenance of a routine nature by the Owner, their regular crew or family member, while observing [Clause 4.9](#).
  - 6.14. All sanding, painting, welding or fabrication work involving power tools must be carried out at the allotted maintenance berth, and may only be carried out with prior approval from the Company and subject to a valid Hot Works Permit.
  - 6.15. The supply and issuance of all electrical and water connections from a Vessel to Marina property are the responsibility of the Owner. The Company makes no claim as to the suitability of the standard utilities provided for any specific Vessel. It is the Owner's responsibility to ensure their Vessel requirements and connectivity is sufficient for receiving supply.
  - 6.16. No advertising banners or boards shall be erected within the Marina or on Vessels, without prior approval from the Company. Any advertising displayed must follow the Company content and size guidelines.
  - 6.17. Vessel engines shall be kept in a good state of repair to negate fuel or oil leakage.
  - 6.18. Vessels shall not run auxiliary generators, other than for maintenance purposes. Use of generator for maintenance purposes is permitted between 1100 to 1200 hours, and 1600 to 1700 hours.
  - 6.19. As per [Clause 3.4](#), a minimum of five mooring lines (2 x stern, 1 x bow and 2 x spring) shall secure the Vessel and be a standard no less than three strand rope of an adequate diameter for securing the Vessel. Adequate rubber fendering shall also be used to protect the vessel.
  - 6.20. The Company reserves the right to charge the Owner for replacement or additional warps, fenders or other mooring equipment supplied by the Company as required for the safety of vessels.
  - 6.21. The Vessel must at all times be kept externally clean and seaworthy. The Company reserves the right to clean hull and superstructure at Owner's expense if duly considered not in keeping with Company standards.
  - 6.22. Radar operation within the Marina shall be limited to repair/service purposes which shall only be conducted with prior approval by the Marina Manager.
  - 6.23. A Vessel's tender, gear, equipment, stores, inflatable vessels and all other small water craft, when not in immediate use, shall be kept on the Owner's vessel. Items shall not be left on the pontoons or anywhere else on the Marina unless it is a designated storage place or within a separate berth allocated by the Company.
  - 6.24. Dinghies shall not be kept in the vessel's berth. Dinghies, tenders or other floating implements (unless they are always stored aboard the Vessel) shall be clearly marked with the name of the Vessel and are not allowed on the pontoons or walkways.
  - 6.25. Household white goods are not to be stored or installed in eyesight of the dock onboard the Vessel.
  - 6.26. Temporary BBQs are not to be set on the dock. The Owner shall be liable for any remedial work required if any accident from white goods or cooking equipment or similar was found to have damaged Marina property.

## 7. Fire Safety

- 7.1. Berth holders shall not allow vessels to be used or neglected so as to create a fire hazard.

- 7.2. All vessels shall have suitable fire extinguishing equipment manufactured to EN3 standards for portable fire extinguishers, stored permanently onboard and suitable for the size and type of the vessel.
- 7.3. Fire safety equipment shall at all times be in good and efficient working order, and kept ready for immediate use.
- 7.4. Fire safety equipment shall be made available for inspection by the Company upon demand. Should any fire safety equipment be defective, the berth holder must replace the equipment immediately.
- 7.5. Fuelling of vessels, other than at the marina's fuel dock, is not permitted at any time at the Marina.
- 7.6. Vessels equipped with liquid propane gas (LPG) for cooking or any other use must be equipped with a functioning solenoid or a warning indicator for detecting LPG leaks.
- 7.8. Fuel and combustible material are not to be stored onboard any vessel unless by the Company.
- 7.9. Gas bottles shall be closed off at the bottle when not in use.

## 8. Conduct - Persons

- 8.1. All professional staff – Company employees, contractors and private vessel staff – must have official Crew access cards and have their contact details, passport copies and professional qualifications recorded with the Company. When on duty, professional staff shall wear upper garments branded to their employer and/or vessel.
- 8.2. Crew may not shower, cook, clean fish, eat or congregate on the pontoons or by gateways.
- 8.3. Music emitted through external speakers must not encroach on the enjoyment of others, and the Company reserves the right to force vessels or persons creating noise disturbance to cease.
- 8.4. Owners and / or Crew shall not live aboard the Vessel for more than five days consecutively, or 15 nights in any given month period, without written permission from the Company.
- 8.5. The Owner shall notify the Company of any unsafe or hazardous conditions that come to their attention.
- 8.6. Disorderly or indecorous conduct by any Owner or Owner's family, agents, or guests that might cause harm, to any other person, damage property, disturb the peace, or harm the reputation of the Company, is prohibited.
- 8.7. Bicycles, skateboards, roller skates/blades and other wheeled vehicles (other than wheel-chairs) may not be ridden on the pontoons recklessly or by those under 18 years of age.
- 8.8. Bicycles, baby carriages, strollers, etc., may be walked on the pontoons to/from a vessel and shall be stored on board the vessel or in allotted parking bays. Leaving on the dock may not only cause an obstruction, but may endanger the item to enter the water.
- 8.9. Social gatherings and parties are encouraged, providing the following observations are upheld:
  - 8.9.1. Music and/or noise levels do not negatively affect any other Marina user.
  - 8.9.2. BBQ or similar cooking is carried out on the Vessel, not the dockside.
  - 8.9.3. Guests moderate their behaviour so as not to offend or inconvenience any other Marina user or observer.
  - 8.9.4. Washrooms are used appropriately and as the sole solution for comfort.
  - 8.9.5. All items of this Agreement are upheld, including swimming in the Marina.
  - 8.9.6. Refuse is appropriately separated and disposed of in recycling bins onsite. No waste should enter the Marina waters, and this includes cigarette butts.
  - 8.9.7. If the Owner's party is liable to transgress any of these points, they are encouraged to take their Vessel out of the Marina for the duration of the event.
- 8.10. The Company does not accept telephone messages for boaters except in cases of life-threatening emergency. The Company is not responsible for receipt or delivery of

any mail addressed to the Owner at the Company's address.

#### 9. **Transfers of People & Vessels**

- 9.1. If the Company offers transfer services for persons and belongings or equipment, whether by club car or waterborne means, these services are offered as benefits to the registered Owner and their guests, are not a right of contract and subject to availability.
- 9.2. Transfer services are restricted to the Owner, owner's representative and guests only. Yacht crew, contractors and guests of commercial charters are not eligible to receive this benefit.
- 9.3. Emergency towing (if availability permits such operation), is a chargeable service, depending on duration and distance, Clause
- 9.4. The Company shall not be under any duty to salvage or preserve a Vessel or other property from the consequences of any defect in the Vessel or property concerned, unless it shall have been expressly engaged to do so by the Owner on commercial terms.
- 9.5. Similarly the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident for which the Company is not responsible.
- 9.6. The Company reserves the right of Vessel relocation or salvage in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so, the Company shall be entitled to charge the Owner concerned.
- 9.7. If an Owner requests for Marina staff to pilot their Vessel, this relieves the Company of liability in the event of any insurance claim, as Pilot, shall be considered under the insurance of the Owner.

#### 10. **Vehicles**

- 10.1. Vehicle owners entering the Premises by vehicle shall accept the constituents of [Clause 9](#) in its entirety.
- 10.2. All vehicles parked on the Premises are left entirely at the owner's risk, shall only be parked in allotted spaces and shall not be placed in obstruction of vehicle, emergency or pedestrian thoroughfares.
- 10.3. If a vehicle is to be left for more than 48 hours, the following shall be provided to the Marina:
  - 10.3.1. Vehicle details and contact of local agent if owner away from country on the waiver form provided
  - 10.3.2. Copy of vehicle registration
  - 10.3.3. Copy of owner driving license
  - 10.3.4. Vehicle key
- 10.4. The supply of any aspect of [Clause 9.3](#) above does not constitute any acceptance of liability for care of the vehicle whatsoever.
- 10.5. If a vehicle not registered with the Marina as per [Clause 9.3](#) is observed as stationary or unattended for a period exceeding 48 hours, the Marina reserves the right to enforce [Clause 9.12](#).
- 10.6. Vehicles entering the Premises shall not display any signage regarding items, including the vehicle, for sale.
- 10.7. Vehicles entering or left on the Premises shall be legally registered, insured, undamaged and aesthetically clean.
- 10.8. Vehicle covers are allowed, but do not absolve owner from complying with any aspect of [Clause 9.7](#).
- 10.9. Trailers, with or without vessels on, are only allowed access to the Premises with prior permission from the Company and shall be subject to applicable aspects of [Clause 9](#), and, if applicable, charged as per published rates.
- 10.10. The servicing / cleaning of Vehicles or Vessels in the car park is forbidden; including, but not limited to, oil changes, engine flushing, painting, use of electric equipment, bodywork or washing. Contravention of this may implicate the transgressor to regional environmental pollution penalties.
- 10.11. Vehicles driven in a manner contravening displayed speed limits, national Highway Code or in a

style of danger or inconvenience to pedestrians or other Vehicles will be subject to [Clause 9.12](#).

- 10.12. The Marina reserves the right to enforce the following upon Vehicle owners not abiding by the constituents of [Clause 9](#), irrespective of any License and Vessel ownership:
  - 10.12.1. Right of refused entry to Premises, on a single occasion or for elongated period.
  - 10.12.2. Clamped with fees due for release by either the Marina or a third party contractor
  - 10.12.3. Reported to the authorities for Vehicle removal, with no redress to the Marina for any subsequent cost incurred by the vehicle owner.

## Part II – CONTRACTUAL

### Applicable to Yacht Owners in Addition to Part I

#### 11. **License & Payments**

- 11.1. When issued, the Company grants a license to the Owner to use a berth at the Marina specified on the License, together with a right to access those parts of the Marina intended for common use, for the mooring of the Vessel (including all rigging, engines, appurtenances and contents) and for no other purpose.
- 11.2. This License does not confer on the Owner any leasehold or ownership interest in the berth, Premises or Marina.
- 11.3. The License begins on the Start Date and continues until the Expiry Date unless terminated earlier in accordance with this Agreement.
- 11.4. Two (2) security access cards will be available to every named berthholder on the License. A fee may be levied for replacement and/or additional cards.
- 11.5. If a security deposit requirement is specified on the License, prior to the Start Date, the Owner must pay the Security Deposit to the Company to secure its performance of the obligations in this Agreement.
- 11.6. If the Owner fails to comply with any of the obligations under this Agreement, the Company may draw on the Security Deposit without notice to the Owner.
- 11.7. The balance of the Security Deposit will be refunded to the Owner (without interest) within 90 days after the termination or expiration of the License, provided that all of the Owner's obligations under this Agreement have been satisfied.
- 11.8. If during the Term the Company draws on the Security Deposit, it will issue the Owner a notice stating the balance required for the Security Deposit to be held at agreed rate. Then, no later than seven (7) days after the Company gives the notice, the Owner agrees to pay that amount to Company.
- 11.9. On expiry or termination of Berthing License, all rights and privileges extended to current License holders shall cease, including and not limited to, financial concessions; signing in of guests; provision of utilities to a Vessel; parking; and rite of passage to the Premises via land or sea.
- 11.10. Any variation, added benefit or amendment to the Berthing License or this Agreement will be identified in the "Contract Notes" section of the Berthing License.
- 11.11. Expiry or termination of the Berthing License does not affect any obligations of the Owner, including obligations to make payments under the Berthing License for periods prior to its termination.
- 11.12. Evidence of current yacht registration as per national requirement must be provided to the Company prior to the arrival of the Vessel.
- 11.13. Should the registration or insurance expire prior to the End Date of the Berthing License, the Owner undertakes to renew the registration within 20 days of its expiry and provide the Company with copies evidencing its renewal.
- 11.14. Vessels must state their overall length (LOA) and beam, including appendages such as prow anchors and raised onboard engines, such that they can be accommodated within their allocated size of berth.



- 11.15. The Owner warrants the Vessel is insured with a reputable insurer at minimum in respect of third party injury and property damage (including salvage) in connection with the vessel, to an amount not less than USD 1,000,000.
- 11.16. Copies of current insurance policy must be provided to the Company prior to the Start Date of Berthing License, and at time of renewal, the Owner undertakes to supply the Company with copies of all applicable documents for the new period.
- 11.17. If the Vessel is at any time uninsured, the Company will consider Berthing License null and void and request removal as per [Clause 15.5](#).
- 11.18. The Owner and their appointed insurers represent and warrant waiving all rights of subrogation and recovery against the Company and the Premises Owner.
- 11.19. The Owner shall indemnify the Company for any damage caused to its structures or equipment as a result of any action, repair work, accident, etc., by the Vessel.
- 11.20. All Licenses are issued annually as per Gregorian calendar year end. Payments due are calculated *pro rata* to and inclusive of 31<sup>st</sup> December.
- 11.21. To obtain a City Ledger account for minor purchases to be consolidated and billed monthly, a Credit Card Authorisation Form shall be completed, to allow timely payment.
- 12. Commitments**
- 12.1. The Owner hereby represents and warrants that they legally own the Vessel specified on the Berthing License.
- 12.2. In the case of joint or shared ownership of Vessel, the Company will consider all Owners as one entity responsible and liable for matters of License, not separate entities. If only one Owner is specified on the Berthing License, the Company will view the legal and financial obligations of berthing to be theirs alone.
- 12.3. The Company will only follow instruction of the Owner as specified on the Berthing License. If the Owner wishes power of attorney to be carried out by any other person, agent or family member, however so related, this instruction must be in writing and mentioned as an addendum to the Berthing License.
- 12.4. In the event of any dispute or change of legal ownership, the Company will consider any joint ownership Berthing License null and void.
- 12.5. The Owner undertakes to inform the Company immediately of any transfer of the Vessel, change in ownership, or any third party's encumbrances or seizure on the Vessel and acknowledges that any changes in the situation of the Vessel entails the early termination of the Berthing License as detailed in [Clause 15.5](#) below, unless otherwise agreed by the Company in writing.
- 12.6. The Owner warrants and represents that all the information about them and their Vessel given to the Company in their application is up-to-date, accurate, correct and not misleading. The Owner undertakes to immediately inform the Company of any change(s), or if the information given by the Owner to the Company becomes incorrect or misleading in any respect.
- 12.7. The Owner warrants that the correspondence details provided are accurate and will be the sole contact details held by the Company. These details will be used for all correspondence between the Company and the Owner, and it is the Owner's obligation to view and respond to such notices.
- 12.8. All notices and other communications required or permitted under the Berthing License shall be given in writing and transmitted by email in the first instance. It is the responsibility of the Owner to ensure the Company has the correct email communication details and to check such mailboxes as required.
- 12.9. Any notice delivered by courier or fax shall be deemed as received by satisfactory fax acknowledgement or courier records.
- 12.10. The Owner releases the Company from all liability for notices not received or reviewed, including official, legal and penalty briefings, if sent to the correspondence address supplied.
- 12.11. The Owner declares the absence of any explosives and/or firearms of any kind on the Vessel, except regulated emergency flares and signals.
- 12.12. The Owner and/or their authorized representative(s) and/or their authorized personnel will inform the Company if the Vessel is leaving the marina for a duration including overnight.
- 12.13. The Owner shall at all times ensure that the Company possesses a duplicate set of all the keys of his Vessel, and any written instructions that may be needed by the Company to enable it to enter and move the Vessel on a dead-ship basis.
- 12.14. The Owner is responsible for the acts of their employees or representatives and any violation by them to the law or to the terms and conditions set forth herein. The Owner shall ensure their employees and representatives are made fully aware of the terms and conditions set forth herein.
- 12.15. An Owner may not invite or entertain as a guest any individual who has been excluded by the Company under [Clause 4.5](#) above. This includes providing access to the pontoons, picking/dropping off, on their Vessel, or on the Premises. If an Owner refuses to acknowledge or abide by this instruction, the Company reserves the right to terminate the Berthing License through [Clause 15.5](#).
- 12.16. The Owner warrants that future versions of this Agreement may be published by the Company and will supersede this document to be the current terms and conditions that shall be abided by. The signing of the Berthing License and entering the Premises constitutes an acceptance of this Agreement and any future amendments.
- 12.17. The Owner, their agents, guests, crew and/or contractors are responsible for reporting to the Company all accidents involving injury to any person or damage to any public or private property that occur in the Marina or on the Premises as soon as possible after they occur.
- 12.18. Owners, their guests and crew are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority and harbour regulations, which may be more extensive than those of the Company, and the breach of which may result in criminal penalty.
- 12.19. If the Owner allows the use of the Vessel by other person(s) during their absence, the particulars of the authorized person(s) must be provided to the Company in advance, including copy of National ID and letter of authorisation by the Owner for the aforementioned person(s) to navigate the Vessel.
- 12.20. The Berthing License does not give the Owner any claim to a specific berth or mooring, but the right to be accommodated by the Company in a location and space suitable for the vessel at the Company's discretion.
- 12.21. No Vessel other than the Vessel specified on the Berthing License, even if same owner, may use a particular berth or mooring without the prior written approval of the Company.
- 12.22. It is not permitted to sub-let or otherwise transfer the assigned berth or mooring to another party, except in case of Vessel sale and in accordance with [Clause 14.7](#).
- 12.23. The Company reserves the right to utilize a berth unoccupied by the designated Vessel, without any financial recourse to the Owner.
- 12.24. The Company has the right in its entire and sole discretion to re-allocate berth locations at any time, irrespective of position outlined on Berthing License.
- 12.25. The Company has the right in its entire and sole discretion to restrict access to the Marina by cancelling or suspending access card usage. This may be done without prior notification to the client for reasons of health, safety and security, or due to breach of Berthing License.
- 12.26. Owners with Vessels berthed in the Marina acknowledge full liability for all fees, costs, claims and charges levied by the Company for the occupation of the berth and any



additional that may arise out of or relate to this Agreement. This includes, but is not limited to, the provision of electricity and water where available. It also includes increases in fees made by government or municipal department charges, all of which may be charged retrospectively in the agreed period.

- 12.27. The Owner is aware that during periods of development or servicing, electricity and water may be unavailable at times.
- 12.28. The Owner acknowledges that if at any point their action, or that of anyone responsible to them, contravenes these terms and conditions, the Company reserves the right to terminate this License as per [Clause 15.5](#).
- 12.29. The Owner agrees to comply with all applicable laws, ordinances, rules, regulations and instructions of any and all federal, Regional, city, local or other government agency as per National Prescription.
- 12.30. The Company will not involve in any dispute of Vessel ownership; and disable vessels or store items from disabled vessels in this regard. It is the responsibility of the disputing parties to satisfy Police / Court instructions, and the Company will not be held responsible for any actions of either party that contravene those of the National Authorities.
- 12.31. Any contact data offered by the Owner and / or their representatives or agents will be held in accordance with regional Data Protection legislation and used in conjunction with the prescriptions of the offering of such data, such as company newsletters and correspondence, but shall not be offered to any third party unless expressly permitted by the Owner.
- 12.32. The Owner acknowledges that it is fully liable for all fees, costs, claims and liabilities that may arise out of or relate to this Agreement.
- 12.33. The Owner has the opportunity to inspect the berth and Marina facilities prior to execution of this Agreement and accepts them in their existing condition.

### 13. Observations

- 13.1. Vessels are only permitted to berth in the Marina subsequent to the signing of a Berthing License and proof of required documents, irrelevant to the duration of berthing requested.
- 13.2. The Company will keep confidential records of all transactions regarding the Owner and Vessel, including any notes regarding damages or disciplinary actions.
- 13.3. It is understood and accepted herein that the Company is obliged to provide access to these records to local and/or international authorities.
- 13.4. The Company reserves the right to question and restrict the navigation of Vessels piloted by persons other than the Owner and his authorised representatives, according to information held on file.
- 13.5. The Company reserves the right to request Vessel relocation temporarily for the purposes of exhibitions, shows or demonstrations, without any financial recourse to the Owner.
- 13.6. Normal berthing fees (duration of stay one week or longer) shall be paid in advance on or before the stated arrival date.
- 13.7. Berthing fees may change periodically at the Company's own and sole discretion and Owners will be required to pay the new berth rates on successful renewal of Berthing License or earlier whenever amended.
- 13.8. Owners vacating their berth or mooring permanently or temporarily prior to the contracted date on the Berthing License are not obliged to any refund of berthing payments, as per [Clause 15.1](#).
- 13.9. Vessels engaged in charter, hire or other commercial activity may be subject to surplus charges; shall hold and produce appropriate insurance cover for their activities as per national prescription; shall follow the Company's prescriptions for designated dock for alighting guests; and shall not inconvenience any berthholder with their activities.

### 14. Utilities & Services

- 14.1. When applicable, the Owner shall pay the "Utilities Establishment Fee" prior to provision of utilities service.
- 14.2. Subject to payment of the Utilities Establishment Fee, the Company will use its reasonable endeavours to provide connection to water, electricity and waste disposal to the berth, but will not be held responsible for any loss, damage or injury resulting from the connection of the services, or the failure or interruption in the provision of such services or the effect of stray current or electrolytic action. Further, the Owner will be held responsible for any loss, damage or injury incurred by the Company or any other third party resulting from the Owner's connection to the available services, including loss or damage arising from overloading or the use of unauthorized or inferior quality products.
- 14.3. The Company does not warrant that the utility services provided (including electrical interconnections) will be compatible with the requirements of the Vessel.
- 14.4. The Owner is liable for all electricity and water consumption charges utilized at the berth and all other service fees and charges incurred during the Term. This liability will be settled by the Owner either as a constituent (inclusive) part of the License, in arrears in response to periodic invoices from the Company, or via a pre- or post-pay charge card system.
- 14.5. License, utilities, services and any other fees chargeable will be calculated by reference to the Company's current tariffs. In the event of an increase in taxes as per National Prescription, the Company shall have the right of adjustment and recovery from the Owner for prepaid services.
- 14.6. The Owner must settle all utility charges within 14 days of the date of invoice to ensure its uninterrupted / continued supply.
- 14.7. The Company may vary the Utilities Establishment Fee or any other applicable service fees at any time by giving the Owner written notice of the change 30 days in advance of the effective date of change.
- 14.8. Where applicable, the Company reserves the right to surcharge and vary the price of fuel supplied, irrespective to National fuel prices, without prior notice and without recourse. Unit prices shall always be displayed at point of sale prior to purchase.

### 15. Renewals & Transfer

- 15.1. The Berthing License is valid only between the Start and End dates detailed on the Berthing License.
- 15.2. The Owner will inform the Company in writing, four (4) weeks in advance of the specified Renewal date, if they do not wish renew the Berthing License.
- 15.3. Failure to comply with [Clause 14.2](#) above may result in forfeit of Security Deposit, if applicable.
- 15.4. Berthing License renewal is not automatic and the Company reserves the right not to facilitate renewal of the Berthing License for any reason whatsoever, without liability.
- 15.5. The Company reserves the right to adjust its pricing by any amount and proportion between consecutive Berthing Licenses.
- 15.6. All Berthing License renewals must be signed within two (2) weeks of offer date and payments settled within 21 days, or the Company will consider the renewal License offer null and void.
- 15.7. Purchasing a vessel berthed in the Marina operated by the Company does not necessitate its current berth or License transfer to the new Owner. All berth and License transfers are at the sole discretion of the Company.
- 15.8. In the case of sale of Vessel during the License term and any private License being held in force between the Owner and buyer, all new Owners must reapply for a marina berth or mooring, irrespective of the Vessel's previous License.
- 15.9. Berthing License premium renewal will take the accumulation of any observed contract violation notices into account. A violation notice shall account for 1%

reduction in any publicized renewal discount, per issuance.

- 15.10. Upon the expiry of the term of the Berthing License or early termination as provided herein, the Owner undertakes to immediately remove the Vessel from the Premises without the need to a prior notification or to legal proceedings.

## 16. Termination & Refund

- 16.1. The Owner acknowledges the Berthing License as a fixed contract product, with no entitled recourse to refund for early termination if not utilized in its entirety, providing the Company supplied sufficient berthing space available for the Vessels specified on the Berthing License and for its duration.
- 16.2. The Owner may remove the Vessel and/or terminate their Berthing License at any time, taking notice of [Clause 15.1](#) and [Clause 15.3](#). Such action from the Owner shall not exempt the Owner from completing all due payments calculated by [Clause 15.7](#).
- 16.3. In exceptional circumstances, an Owner's request for early termination may be granted by the Company, but will be subject to an early termination penalty of a minimum of four (4) weeks. Exceptional circumstances shall not include dissatisfaction, business volume or relocation to competing marina.
- 16.4. The Company may remove the Vessel and/or terminate the Berthing License at any time and for any reason deemed appropriate, by giving the Owner four (4) weeks prior written notice, taking notice of [Clause 10.6](#) and [Clause 18.5](#).
- 16.5. The Company may terminate the Berthing License without the need of a prior notice or any other legal proceedings and at the Owner's reasonability, if the Owner, his representatives, employees or agents breach any of the terms or conditions set forth herein or violate the laws of National Prescription, Sharia or Admiralty Law.
- 16.6. The Company reserves the right to suspend all operations and Berthing Licenses in the case of *force majeure*, with regard to the safety of persons and property. In the event of the Marina requiring evacuation due to *force majeure*, such that the Company can no longer provide berthing and/or associated services for the Vessel, the Company will not be liable for any relocation charges incurred by Owners in such a situation.
- 16.7. While the Company is not under obligation for Berthing License refund, as per [Clause 15.1](#), in the event of any agreed refund as per [Clause 15.2](#), the following account shall be prepared:
- 16.7.1. all sums owed by the Owner in respect of services, facilities and amenities (including return of chargeable cards, etc) used up to the agreed date of departure of the Vessel, or end of contract, whichever is the later.
- 16.7.2. plus the charge payable by the Owner to the Company in respect of the Berthing Licence, with the End Date adjusted to the intended departure date and the appropriate rate for that duration identified;
- 16.7.3. less the actual sum paid by the Owner to the Company in respect of the Berthing Licence.
- 16.7.4. Less any Security Deposit held.
- 16.8. In the event of [Clause 15.2](#) or [Clause 15.5](#), where the balance is in favour of the Company as per [Clause 15.7](#), the Owner shall be required to pay the balance before removal of the Vessel from the Premises and where the balance is in favour of the Owner, the Company shall pay upon departure of the Vessel from the Premises.

## 17. Default

- 17.1. If at any time the Owner is in sufficient debt of the Company, the Berthing License may be rendered terminated, null and void.

- 17.2. If the Owner is in debt to the Company, the Company reserves the right to restrict its standard service provision to the Owner, guests and Vessel. Such restrictions may include:

- 17.2.1. Ceasing of utility provision  
17.2.2. Ceasing of staff assistance  
17.2.3. Restriction of vehicle access to Premises and Marina  
17.2.4. Restriction of pedestrian access to Marina and Vessel  
17.2.5. Ceasing of discounts entitlements  
17.2.6. Moving the Vessel to a more secure berth for safety reasons in case the authorities require to tow it or there is any risk of emergency following discontinuity of utility provision, while considering [Clause 18.5](#).

- 17.3. In case the Owner sells the Vessel; the Vessel is seized by a third party; following a court order; or in general in the event of any change in the situation of the Vessel, the Berthing License will be terminated automatically prior to its term without the need for a prior notice, unless the Company decides otherwise in writing and the Owner undertakes to indemnify the Company and hold it harmless for any damages incurred.
- 17.4. The Company reserves a general right to detain and hold onto a Vessel or other property pending payment by the Owner of any sums due to the Company.

## 18. Enforcement

- 18.1. On expiry or termination of License, as per [Clause 14.11](#) above, if the Vessel is not removed and/or accounts settled according to the above, the Company shall be entitled to charge the Owner at the Company's publicised rate for overnight visitors for each day between termination or expiry of the licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Premises.
- 18.2. In the event the Vessel is not so removed then the Company may, without any liability and without the need to a prior notification to the Owner or to legal proceedings, and at the Owner's cost and risk, remove the vessel and arrange for its storage or mooring elsewhere, with recourse to [Clause 17.5](#) and [Clause 18.5](#).
- 18.3. In advance of [Clause 17.2](#) above being exercised, the Company may inform the Police, Coastguard and any other authorities of its intended action, providing satisfactory evidence of debt by the Owner to vindicate any counter claim by the Owner for illegal movement of Vessel.
- 18.4. The Owner acknowledges that the Company has a *de facto* and/or possessory lien on the Vessel to secure the Owner's performance under this Agreement.
- 18.5. For as long as the Vessel remains in the Marina, the Owner is deemed responsible for all fees, charges and expenses incurred by the Company, including the daily guest berthing fee charged by the Company.
- 18.6. The Company may assign the possessory lien granted to it under [Clause 17.5](#) to a third party without the Owner's consent.
- 18.7. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.
- 18.8. For misdemeanours or contraventions of this Agreement that do not necessitate its termination, the Company may issue a printed Violation Notice that may have financial recourse to the Owner directly, through their Security Deposit, or on time of renewal.

## 19. Statutory Releases

- 19.1. The Owner releases the Company and all its officers, employees and agents from, and agree that the Company or its officers, employees and agents are not

liable for any damage suffered by the Vessel while within the confines of the Premises and any loss or injury suffered by the Owner or the Owner's employees, agents, guests and other invitees on or in relation to the vessel. This includes, but is not limited to, loss or theft of equipment or valuables from Vessel at any time and any damage incurred during dead boat movement.

- 19.2. The Owner acknowledges and agrees that the Company has made no representations or warranties as to the adequacy, suitability or safety of the marina, buildings or car park, and their respective equipment, and that the Owner has satisfied themselves as to these matters.
- 19.3. To the extent permitted by law, all warranties and conditions implied by law are negated and excluded from the Berthing License.
- 19.4. The Owner is liable for and must indemnify the Company, its officers, employees and agents against any loss, liability or injury arising from, and costs incurred in connection with:
  - 19.4.1. Any damage caused, in the Company's reasonable opinion, to pontoons, moorings, walkways or fittings thereon by the vessel, the Owner or the Owner's employees, agents, guests and other invitees;
  - 19.4.2. the removal and storage of the Vessel prior to the start and end dates stipulated on the Berthing License;
  - 19.4.3. any work carried out on the vessel;
  - 19.4.4. Any early termination of this License due to any act, omission or default of the Owner or of any of the Owner's employees, agents, guests or other invitees.
- 19.5. The Owner releases the Company and all its officers, employees and agents from, and agrees that neither the Company or its officers, employees and agents shall have liability for any damage suffered by the Vessel while being relocated, whether relocation is at the bequest of the Owner, for safety, or operational requirement.
- 19.6. In all cases, the clauses and wording of this License shall take precedence in any disagreement as to Owner rights and responsibilities.
- 19.7. In the event of any disagreement as to the translation of definitions or clauses herein presented in this document, the English language version of this document shall prevail.
- 19.8. This Agreement, in conjunction with the Berthing License, constitutes the entire agreement and understanding between the parties and supersedes and replaces all previous agreements, licenses or understandings, whether oral or written, with respect to the provision of berthing.
- 19.9. If a provision of this Agreement is ruled invalid, or not enforced by the Company, such non-adherence or invalidity shall not affect the validity of the entire Agreement or any other portion of it.
- 19.10. A provision of this Agreement, or a right created under it, may be altered or modified only by a subsequent written agreement executed by both the Company and the Owner.
- 19.11. In the event of a dispute, the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.
- 19.12. This Agreement and the Berthing License shall be governed by and construed in accordance with the laws of National Prescription and all disputes in relation to or arising from this License shall be referred to the Regional or National courts of National Prescription.

### Part III – REGIONAL BYELAWS

Applicable to all

20. ***Published separately as required.***