

Dubai Marina Yacht Club Berthing & Mooring Agreement - 2008

(Hereinafter referred to as the "Agreement")

Name of Owner(s): Mr. *****		Tel: +971 50 ** **
Start Date 9am (dd/mm/yr): 01 Jan 08	End Date 5pm (dd/mm/yr): 31 Dec 08	Berthing since: **/**/2008
Brand: *****	LOA: *****	Berth Size: ***
Type: Emaar Owner	DP Number: *****	Berth Number: *****
Cost of berthing AED: ****	Security bond AED: **** (received)	Total due AED: *****

For processing of Agreement, please ensure copies of the following are valid, available on DMYC file, or attached:

- *Valid vessel registration* (required)
- *Valid vessel insurance* (required)
- *Passport & Residency visa* (required)
- *Signed copy of this Agreement* (required)
- *Payment by:* **Cash / Credit card (+1.65%) / Bank transfer / Cheque**
(Cheques should be crossed to **Golforms Middle East LLC – DM & YC**)

Terms & Conditions of Mooring

These terms and conditions of berthing and mooring are between the visiting vessel ("Owner" described above) staying within the facilities offered in the Dubai Marina canal, and Dubai Marina Yacht Club, the managing port, herein referred to as DMYC.

1. Owner declarations

- The Owner named in this Agreement represents and warrants that they have a current and valid membership to Dubai Marina Yacht Club.
- The Owner named in this Agreement represents and warrants that they legally own the vessel specified.
- The Owner undertakes to inform DMYC immediately of any transfer of the vessel or 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 this Agreement as provided below unless otherwise agreed by the DMYC in writing.
- The Owner warrants and represents that all the information about them and their vessel given to DMYC in their application is up-to-date, accurate, correct and not misleading. The Owner undertakes to immediately inform DMYC of any change or if the information given by the Owner to DMYC becomes incorrect or misleading in any respect at any time.
- The Owner will inform DMYC in writing, in advance, if they do not wish to continue berthing at contract renewal period, or security will be forfeited.
- The Owner / skipper will inform DMYC if leaving Dubai Marina for a period including an overnight, by way of a mandatory DMYC66 form.

2. Insurance

- All vessels must maintain insurance with a reputable insurer to an amount that a prudent Owner would insure.
- Copies of current insurance policy and proof of premium payment must be provided to DMYC prior to the Start Date of this Agreement.
- Insurance in respect of third party injury and property damage (including salvage) in connection with the vessel, must be an amount not less than AED 2,000,000.

3. Vessel registration

- All vessels must at all times be duly registered with Dubai Ministry of Communications – Marine Department.
- Copies of current registrations papers must be provided to DMYC prior to the Start Date of this Agreement.
- Should the registration expire prior to the End Date of this Agreement, the Owner undertakes to renew the registration within 20 days of its expiry and provide DMYC with copies evidencing its renewal within 48 hours of receipt by the Owner of said papers from the competent authority.

4. Vessel positioning and obligations

- The Marina Berth and Mooring Application and this Agreement must be filled out, signed and sent to the DMYC for approval and authorization before a berth or mooring can be granted for this designated vessel.
- Vessels must state their overall length (LOA) and beam, including appendages such as marlin boards and outboard engines, such that they can be accommodated within their allocated size of berth or mooring.
- This Agreement does not give the Owner any claim to a specific berth or mooring, but merely the right to be accommodated by DMYC within Dubai Marina in a position and space suitable for the vessel.
- No vessel other than the above named vessel, even if same owner, may use a particular berth or mooring without the prior written approval of the DMYC.
- It is not permitted to sub-let or otherwise transfer the assigned berth or mooring to another party without the prior written approval of the DMYC.
- DMYC reserves the right to temporarily utilize a berth unoccupied by the approved designated vessel, without any financial recourse to the Owner.
- The DMYC has the right in its entire and sole discretion to re-allocate berth locations or moorings at any time.
- For a maximum of eight days per annum, the DMYC may relocate an Owner's vessel within Dubai Marina in order for pontoons to be used for a Yacht Show or similar promotion. There shall be no recourse from Owners.
- Vessels from swing moorings must obtain permission from DMYC before docking at any pontoon in Dubai Marina and have no right to extended berthing

5. Environment

- Dubai Marina canal is an environmentally friendly area. Owners shall keep the canal clear of litter, pollution and excessive engine noise.
- Owners and / or crew shall not live aboard their vessels (stated as more than five days consecutively or 15 nights in any given month period) unless they have written permission from the DMYC.
- Two-stroke engines are not allowed to be used in the Dubai Marina canal. Berthing for Two-stroke powered boats is forbidden.
- Bilges shall not be pumped out in the marina unless it is an emergency (i.e. if there is a risk of the vessel sinking). Any costs associated with the clean up should this occur shall be borne by the Owner. No washing shall be hung out on vessel whilst berthed in the marina.
- Cleaning of the hull below the waterline or underwater operations shall not be carried out in the Dubai Marina canal without DMYC's permission.
- No sanding, painting, welding or extensive fabrication work involving power tools may be carried out within the Dubai Marina canal.
- All hose pipes must be fitted with trigger nozzles so water is not wasted during washing and cleaning.
- Only biodegradable products shall be used for cleaning, litter shall not be deposited on the marina or in the water.
- On-board toilets, holding tanks for toilets and washing water shall not be discharged into the Dubai Marina canal.
- No part of a moored vessel (example overhanging bow anchors) shall extend onto the walkway area.
- Owners may not store equipment on the marina or walkways or erect equipment without permission of the DMYC.

6. DMYC services

- DMYC staff will endeavour its best efforts to assist in obtaining Coastguard clearance forms, providing sufficient prior notice is given by the Owner.
- Non-commercial vessels will be cleaned regularly, but never more than once a week, in a manner to remove atmospheric dust from the deck and superstructure only.
- Vessels on swing moorings may be brought into a marina berth for cleaning at the discretion of the DMYC.
- Cleaning of vessels by marina staff will not be performed on Fridays or Public Holidays. DMYC staff does not clean commercial vessels.
- Emergency towing (if availability permits such operation) will involve a charge to the Owner, depending on duration and distance.
- A minimum of three mooring lines shall fit the berth and be spliced nylon three strand rope. DMYC staff, at the cost of the Owner, shall replace defective or non conforming ropes.
- At least two rubber cylindrical fenders shall be used to protect the vessel. DMYC staff, at the Owners cost, will replace missing or defective fenders.

7. Security, Safety and Health

- Owners or their employees or representatives must not act in a way which, in the opinion of DMYC, may be considered illegal, dangerous or offensive.
- The entire waterway is limited to a five-knot speed limit and due diligence must be taken regarding wash.
- Those using the marina shall ensure that security gates are kept closed at all times.
- Arms B and E are designated for commercial clients and security gates shall be left open to the public between 0800 and 1800 daily.
- Petrol engine driven vessels are required to ventilate the engine rooms prior to starting for a minimum of 2 minutes.
- Fuel shall not be carried onto vessels while berthed in the marina. Gas bottles shall be closed off at the bottle when not in use.
- All safety equipment stored aboard (including sufficient personal floating devices) will be fully operable, accessible and not expired.
- Vessels shall not be moored, sailed or manoeuvred in such a way as to create a danger, obstacle or inconvenience to other Marina users.
- No fishing or swimming will be allowed in the marina. This includes lying of nets and fishing lines.
- Electrical cables from the service units to the vessels shall be securely laid so that there is no risk of tripping over or getting wet.
- Staff employed by Owners must act professionally at all times and not cause any inconvenience to any marina users.
- 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.
- DMYC acts in strict accordance with UAE law, and will revert to the appropriate authorities if it is deemed any illegal activity is occurring.
- DMYC will not tolerate any verbal, physical or written abuse to any of its staff members, Dubai Marina clients or visitors. Any party guilty of such behaviour will be reported to the Dubai Police and will be found to contravene the terms and conditions herein.
- Any observed abuses of alcohol or illicit substances will be treated severely, especially considering the potentially danger that exists in a marine proximity, and the appropriate authorities will be immediately informed.
- DMYC reserves the right to exclude, either temporarily or permanently, Owner's employees, agents or representatives from Dubai Marina's facilities and walkways, if such persons are believed to have been involved with or displayed behaviour deemed inappropriate by DMYC.
- DMYC reserves the right to restrict all vessel movement within the canal, for safety, security or promotional purposes.

8. Businesses in Dubai Marina (Commercial vessels)

- All Owners that conduct a business from their Vessel or that use their Vessel for display or inspection must have prior written permission from DMYC to conduct the business. Owners must provide a copy of business permit and insurance to DMYC in a form satisfactory to DMYC and will be subject to a 15% surcharge on normal rates for sales operations and 20% surcharge for charter.
- No advertising banners or boards shall be erected within the marina or on vessels, without prior approval from DMYC.
- Commercial or promotional photography or filming of boats, structures, fittings, buildings, activities or property in Dubai Marina is forbidden without prior written permission from DMYC or Emaar direct. Additional authorisation from TECOM may be required.

9. Vessel repairs and condition

- All contractors enlisted by the Owner must comply with safety and operational policies of DMYC and be certified for work by DMYC prior to entering Dubai Marina. All repairs and maintenance of vessels in Dubai Marina require prior approval of DMYC and correct documentation.
- There shall be no alterations made to the Dubai Marina berth structures or equipment.
- The vessel engines shall be kept in a good state of repair to minimize the likelihood of fuel or oil leaking into the bilge.
- Repairs authorized and carried out while the vessel is berthed in Dubai Marina shall only include operations that do not result in pollution of the water or air, that do not cause danger or a level of noise that will disturb other users of Dubai Marina or nearby residents and do not cause damage to the marina structures or to other vessels.
- The Owner shall indemnify DMYC for any damage caused to its structures or equipment as a result of repairing their vessel.

10. DMYC Staff boarding rights

- DMYC may, by its employees and agents, at any time carry out works on or within Dubai Marina and its moorings, or board the vessel and carry out at the Owners cost and risk any work if DMYC reasonably considers it is necessary to do so for the safety of the vessel or any other vessels.
- In the event of an accident or collision, DMYC 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.

11. Indemnities and releases

- The Owner releases DMYC and all its officers, employees and agents from, and agree that DMYC or its officers, employees and agents are not liable for any damage suffered by the vessel whilst within the confines of Dubai Marina 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 vessels within Dubai Marina at any time.
- The Owner acknowledges and agrees that DMYC 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. To the extent permitted by law, all warranties and conditions implied by law are negated and excluded from this Agreement.
- The Owner is liable for and must indemnify DMYC, its officers, employees and agents against any loss, liability or injury arising from, and costs incurred in connection with (i) Any damage caused, in DMYC's reasonable opinion, to Dubai Marina pontoons, moorings, walkways or fittings thereon by the vessel, the Owner or the Owner's employees, agents, guests and other invitees; (ii) the removal and storage of the vessel prior to the Start date and Finish or termination date; (iii) any work carried out on the vessel; (iv) any early termination of this Agreement due to any act, omission or default of the Owner or of any of the Owner's employees, agents, guests or other invitees.
- The Owner releases DMYC and all its officers, employees and agents from, and agree that DMYC or its officers, employees and agents are not liable for any damage suffered by the vessel when being relocated either at the bequest of the Owner, for safety reasons or at the requirement of DMYC.

12. Payments, charges and notices

- Priority booking and discount at the rate discretionary determined by DMYC is given to owners of Emaar properties. Proof of Ownership is required prior to Start Date to attain such discount.
- Normal berthing fees (duration of stay one month or longer) must be paid in advance on or before the Start Date.
- Payments due may be made by current dated and signed local cheques, AED currency cash, credit card payment and bank transfer.
- Berthing and moorings fees may change periodically at DMYC's own and sole discretion and Owners will be notified on renewal of Agreement or earlier, whenever necessary.
- Owners will be required to pay the new berth or mooring rates on successful renewal of this Agreement or earlier whenever amended.
- Those occupying berth or moorings in the marina shall pay all charges levied by the DMYC for the occupation of the berth or mooring. 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.
- The Owner is aware that during periods of development or servicing, electricity and water may be unavailable at times.
- Expiry or termination of this Agreement does not affect any obligations of the Owner, including obligations to make payments under this Agreement for periods prior to its termination.
- Owners vacating their berth or mooring permanently or temporarily prior to the contracted date on this Agreement will not be refunded any unused portion of their agreed payments.
- Communications in connection with this Agreement must be in writing, email or fax with confirmed acknowledgement, unless otherwise indicated.

13. Renewal of Marina Berthing and Mooring Agreement

- This Agreement is valid only between the Start and End date noted above.
- Renewal is not automatic and DMYC reserves the right not to renew this Agreement for any reason whatsoever without liability.
- All Agreement renewals must be signed within two weeks of Finish Date and all payments settled within 21 days, or DMYC will consider the renewal Agreement offer null and void.
- Selling or advertising a vessel for sale "with mooring" is prohibited, and will not be effective at the end of Agreement.
- Purchasing a vessel that is berthed in Dubai Marina does not necessitate its current berth will be transferred to the new Owner. All berth transferrals are at the sole discretion of DMYC.
- All new Owners of vessels must reapply for a marina berth or mooring, irrespective of the vessel's previous Agreement.

14. Security Deposit

- On or before the Start Date the Owner must pay an amount equal to one month's berth or mooring fees to DMYC as a security deposit.
- When this Agreement expires or is terminated, DMYC may use the Security Deposit for outstanding amounts payable under this Agreement and then refund any unused part thereof. This shall not be construed as a waiver from DMYC of its right to any other outstanding amounts due by the Owner.

15. Termination

- This agreement automatically expires on the End Date stated above.
- In the case the Owner allows their DMYC membership to sufficiently lapse or is in debt of DMYC, this Agreement shall be rendered terminated.
- DMYC may terminate this Agreement earlier at any time and any reason deemed appropriate by giving the Owner one (1) month prior written notice.
- In case the Owner sells their vessel or the vessel is seized by a third party or following a court order or in general in the event of any change in the situation of the vessel, this Agreement will be terminated automatically prior to its term without the need for a prior notice, unless the DMYC decides otherwise in writing and the Owner undertakes to indemnify the DMYC and hold it harmless for any damages incurred.
- DMYC may terminate this Agreement 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 law.
- Upon the expiry of the term of this Agreement or early termination as provided herein, the Owner undertakes to immediately remove their vessel from Dubai Marina without the need to a prior notification or to legal proceedings.
- If a vessel is not removed according to the above, visitor fees will be levied at the publicised daily rate until the vessel's removal.
- In the event the vessel is not so removed then DMYC 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.

I (we) the Owner(s) agree to the above Terms and Conditions, have initialled all pages and attached copies of all relevant documentation required as detailed on the first page.

Owner(s) Signed: _____ Date: _____

Signed by Dubai Marina representative: _____ Date: ** ***, 2008

Note: This offer is valid only for 7 days from the date above.