

# BERTHING AGREEMENT



## LUSAIL MARINA

### PART I (RELEVANT DETAILS AND ACCEPTANCE)

MARINA OWNER	
<b>Name:</b>	Mourjan Techniques Qatar S.P.C
<b>Address:</b>	PO Box 200419, Doha, Qatar
<b>Contact Details:</b>	<i>Phone:</i> +97455843282 <i>Fax:</i>
YACHT OWNER DETAILS (please print)	
<b>Name &amp; Title:</b>	<i>Qatari ID:</i>
<b>Postal Address:</b>	<i>Country</i>
<b>Representative:</b>	<i>Position:</i>
<b>Contact Details:</b>	<i>Home:</i> <i>Business:</i> <i>Mobile:</i> <i>Facsimile:</i> <i>Email:</i>
YACHT DETAILS (please print)	
<b>Name:</b>	<i>Registration No.</i>
<b>Manufacture:</b>	<i>Make / Model:</i> <i>Year:</i> <i>Type:</i>
<b>Size:</b>	<i>LOA:</i> <i>Beam:</i> <i>Draft:</i>
	<i>Insurance Company:</i> <i>Policy No:</i> <b>* Please attach copy of Certificate of Policy</b>
OFFER	
The Marina Owner offers the Yacht Owner a Berth at the Marina for the Yacht as follows:	
<b>Marina:</b>	Lusail Marina <i>Provisional Berth Allocation:</i> <b>Agreement Type:</b> <input type="radio"/> Private <input type="radio"/> Commercial
<b>Term:</b>	<i>Commencement Date:</i> <i>Expiry Date:</i>
<b>Fees &amp; Deposits (QAR):</b>	<i>Berthing Fee:</i> - payable upon signing Acceptance Box (non-refundable) <i>Marina Service Fee:</i> - of current published annual Berthing Fee (payable quarterly in advance & non-refundable) <i>Security Deposit:</i> - payable on or before the Commencement Date (refundable) - see clauses 8 of Part II
<b>Important Notice:</b>	This Berthing Agreement consists of this Part I (Relevant Details and Acceptance), Part II (Terms & Conditions), Part III (Marina Rules) and any Supplemental Rules that may from time to time be issued by the Marina Owner. This offer is valid for 14 days from the date below unless previously withdrawn. If you wish to accept this offer, please complete the Acceptance below, initial Parts II and III and return the completed Berthing Agreement to the Marina Manager together with your payment of the Berthing Fee. This Berthing Agreement only becomes valid when (i) the Acceptance Box below has been countersigned by or on behalf of the Marina Owner and (ii) the full Berthing Fee has been received by the Marina Owner.
<b>Signed by or on behalf of Marina Owner:</b>	<i>Name:</i> <i>Title:</i> <i>Signed:</i> <i>Date:</i>
ACCEPTANCE	
<b>Signed by Yacht Owner:</b>	I have read, understood and agree to the Terms and Conditions of this Berthing Agreement (Parts I, II and III along with the Supplementary Rules that may from time to time apply) and agree to comply with them at all times. I hereby acknowledge and agree that the Berthing Fee is non-refundable and does not include all Fees that are payable by me pursuant to this Berthing Agreement.
	<i>I choose to pay by: (please tick as applicable)</i> <input type="radio"/> Cash <input type="radio"/> Cheque <input type="radio"/> Bank Transfer <input type="radio"/> Visa <input type="radio"/> Mastercard <input type="radio"/> AMEX
	<i>Name:</i> <i>Title:</i>
	<i>Signed:</i> <i>Date:</i>
	<i>Signed as the:</i> <input type="radio"/> Yacht Owner <input type="radio"/> Authorised Yacht Owner's Representative (evidence of authority to be attached)
<b>Signed by or on behalf of Marina Owner:</b>	<i>Name:</i> <i>Title:</i> <i>Signed:</i> <i>Date:</i>

# BERTHING AGREEMENT

## PART II (TERMS & CONDITIONS)

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Berthing Agreement, unless the contrary intention appears:

- (1) **"Act of Default"** has the meaning set out in 14.1.
- (2) **"Authority"** means any applicable government, semi government or relevant authority with jurisdiction over the Parties, the Yacht or the Complex.
- (3) **"Berth"** means the marina berth specified in Part I (or any other Berth as may from time to time be made available by the Marina Owner at its sole discretion).
- (4) **"Berthing Agreement"** means this agreement consisting of Parts I, II, III and any Supplemental Rules.
- (5) **"Complex"** means the land, improvements and associated facilities comprising the Marina, the Berth and the area operated by or under the control of the Marina Owner.
- (6) **"Commencement Date"** means the date stated in Part I.
- (7) **"Contractor's License Agreement"** means the licence agreement all contractors or suppliers must enter into with the Marina Owner before accessing the Marina and undertaking any External Services within the Complex.
- (8) **"Environmental Requirements"** means any Law, or requirement of any Authority, relating to the protection, preservation and enhancement of the environment.
- (9) **"Expiry Date"** means the date stated in Part I.
- (10) **"External Services"** means the Services set out in clause 4.6.
- (11) **"Fees"** means all fees or amounts payable to the Marina Owner pursuant to this Berthing Agreement.
- (12) **"Laws"** means any applicable local, federal or foreign laws, statute, rules, regulations, proclamations, ordinances or bylaws.
- (13) **"Marina"** means the Marina identified in Part I and includes that area of the Complex comprising the Berth, the other Marina berths, seawall, slipways, piers, seabed and all other associated improvements and infrastructure at the Marina.
- (14) **"Marina Manager"** means Mourjan Marinas Qatar S.P.C, or any of its nominated, affiliate or associate companies and includes its successors in title, permitted assigns and permitted transferees.
- (15) **"Marina Owner"** means Mourjan Techniques Qatar S.P.C and includes its successors in title, permitted assigns and permitted transferees.
- (16) **"Parties"** means the Yacht Owner (or the Yacht Owner's Representative, as the case may be) and the Marina Owner and **"Party"** means any one of them.
- (17) **"Services"** means the services set out in clause 4 (as may from time to time be amended at the sole discretion of the Marina Owner or the Marina Manager).
- (18) **"Supplemental Rules"** means any supplemental rules, directives, instructions or regulations issued by the Marina Owner and/or Marina Manager in connection with this Berthing Agreement (as may from time to time be amended at the sole discretion of the Marina Owner or the Marina Manager).
- (19) **"Yacht"** means the Yacht specified in Part I (irrespective of whether such Yacht is actually owned, chartered or otherwise used or controlled by the Yacht Owner or the Yacht Owner's Representatives).
- (20) **"Yacht Owner"** means the party specified in Part I as Yacht Owner and includes its successors in title, permitted assigns and permitted transferees.
- (21) **"Yacht Owner's Representatives"** means any of the Yacht Owner's employees, agents, contractors, crew, clients, visitors (with or without invitation), and persons providing External Services to the Yacht.

### 2. TERM

2.1 This Berthing Agreement takes effect from the Commencement Date and, automatically expires on the Expiry Date, as set out in Part I unless:

- a) terminated earlier for the reasons set out in clause 16 (Termination); or
- b) extended by mutual agreement between the Parties for a further term in accordance with the provisions of clause 2.2.

There is no right of automatic renewal.

2.2 If the Yacht Owner should wish to renew this Berthing Agreement for a further Term, it shall give written notice to the Marina Owner no earlier than 60 days but no later than 45 days from the Expiry Date of its intention of renewal (the **"Renewal Notice"**). If the Marina Owner agrees to such renewal, it shall then within 14 days from the date of the Renewal Notice, inform the Yacht Owner of any amendments and/or additions to the terms and conditions of this Berthing Agreement (including, but not limited to, any increase in any Fees) which, if within 5 days of such notification is accepted in writing by the Yacht Owner, the Berthing Agreement shall be renewed for a further term upon such terms and conditions and if not, it shall expire on the Expiry Date. The Marina Owner is under no obligation whatsoever to renew this Berthing Agreement.

### 3. ROLE OF MARINA MANAGER

By separate agreement, the Marina Manager has been appointed by the Marina Owner to perform marina management services at the Marina and to act on the Marina Owner's behalf under the terms of this Berthing Agreement. Notwithstanding the foregoing, this Berthing Agreement only creates a contract between the Marina Owner and the Yacht Owner provided always that the Marina Manager may enforce any rights on behalf of the Marina Owner under this Berthing Agreement.

### 4. SERVICES

Subject to payment of all Fees and the Yacht Owner complying with all terms and conditions of this Berthing Agreement, the Marina Owner will provide (or may allow to be provided, as the case may be), the following Services:

#### Berthing Service (Use of Berth)

4.1 The Marina Owner will allow the Yacht Owner to use the Berth for the Yacht during the Term. This right to use the Berth, does not extend to granting of any rights in respect of any other Services or give the Yacht Owner any title or similar interest in the Berth, including, but not limited to, any licence or lease or similar interest.

#### Marina Service (Upkeep of Berth and Marina)

4.2 The Marina Owner will maintain and keep the Berth and Marina in good and useable condition during the Term. A Marina Service Fee will be charged for such services.

4.3 The Marina Owner may, at its sole discretion, and from time to time, increase the Service Fee to reflect any increase in the market or general cost of maintaining the Marina and the Berth.

#### Additional Marina Services

4.4 The Marina Owner may, but is not obliged to, provide such Additional Marina Services as it may deem necessary or may reasonably be requested by the Yacht Owner from time to time during the Term. An Additional Marina Services Fee will be charged for such services.

#### Utilities Service (Provision of Electricity, Water & Consumables)

4.5 The Marina Owner will, to the extent reasonable and practicable, arrange for utilities such as water, electricity (and other relevant utilities and services such as waste disposal) to be made available during the Term. A Utilities Service Fee will be charged for such services.

#### External Services

4.6 The Marina Owner may at its sole discretion, but is not obliged to, allow the Yacht Owner to use External Services during the Term. This means any services or works provided to the Yacht Owner by persons or entities

**Yacht Owners initials:** \_\_\_\_\_

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other than the Marina Owner or Marina Manager. The Yacht Owner agrees that External Services may only be undertaken by persons or entities with a valid Contractor's Licence Agreement. An External Services Fee will be charged for such services.

### 5. FEES

5.1 In consideration for the Services the Yacht Owner shall pay to the Marina Owner the Fees.

5.2 **IMPORTANT NOTICE:** The Fees (excluding the Berthing Fee) are subject to change and the Marina Owner may increase or vary these Fees at any time at its sole discretion by notifying the Yacht Owner.

### 6. PAYMENT OF FEES

6.1 The Yacht Owner agrees to pay all Fees immediately when due.

6.2 All Fees shall be paid net, without any deduction or set off whatsoever, and by any method the Marina Owner reasonably requires.

6.3 All Fees outstanding for more than 7 days from the date they are due and payable shall incur a late payment charge of 10% of the amount due payable to the Marina Owner.

6.4 All Fees paid by credit card shall incur a credit card surcharge payable to the Marina Owner as notified to the Yacht Owner from time to time.

6.5 All Fees are exclusive of taxes (including income tax, value added tax, municipality fees, land department or property fees or any other fee, payment or surcharge) imposed by any Authority and the Yacht Owner remains responsible to pay any such fees or taxes (if applicable).

6.6 All Fees are payable in the currency as set out in Part I of this Berthing Agreement.

### 7. BERTH

7.1 **IMPORTANT NOTICE:** Neither the Marina Owner, nor the Marina Manager (whether in its own right or on behalf of the Marina Owner), make any representations and/or provide any warranties whatsoever in respect of the Services, the Yacht, the Complex (including that the Berth and the Marina are fit for purpose, depth of the water, navigation in the Marina) or any other matter which may affect (directly or indirectly) the safety, use and operation of the Yacht or any person using the Yacht or the Complex.

7.2 The Yacht Owner by entering into this Berthing Agreement expressly acknowledges that it has itself inspected the Complex and to the extent necessary has engaged third party specialists to inspect the Complex and has satisfied itself fully that the Berth is safe for mooring the Yacht and the Marina is safe for operating the Yacht.

7.3 The Yacht Owner does not have any title, property ownership or tenancy rights by virtue of this Berthing Agreement and the Parties expressly exclude, to the extent permitted by the Laws, any effective Qatari or Federal property or rental laws.

7.4 The Yacht Owner must notify the Marina Owner in writing no less than 24 hours prior to the Yacht leaving the Berth for more than 48 hours in which case the Marina Owner may utilise the Berth for any other purpose (including allowing other Yachts to use the Berth). The Yacht Owner must notify the Marina Owner at least 24 hours in advance, in writing, before the Yacht returns to the Berth.

7.5 The Yacht Owner authorises the Marina Owner to move the Yacht without notice for normal marina operations, exhibitions, boat shows, and maintenance or in the event of an emergency, at the Yacht Owner's sole risk and expense.

7.6 No compensation or reduction in Fees is due to the Yacht Owner if the Marina Owner exercises its rights under clauses 7.4 and 7.5, unless the Marina Owner requests the Yacht Owner to remove the Yacht from the Marina entirely, in which case no Fees will be due to the Marina Owner for the period that the Yacht will be outside of the Marina.

### 8. SECURITY DEPOSIT

8.1 The Yacht Owner shall pay the Security Deposit as set out in Part I to the Marina Owner.

8.2 The Security Deposit shall be refunded at the expiry of the Term (minus any deductions for Fees or taxes that may be outstanding or loss or damage caused due to an Act of Default as set out in clause 14).

### 9. YACHT OWNER WARRANTIES

9.1 The Yacht Owner warrants that:

- (1) it is the legal or beneficial owner of the Yacht;
- (2) all information provided to the Marina Owner is true, accurate and up to date;
- (3) it has all requisite power, authority and capacity to enter into this Berthing Agreement;
- (4) it has given (or will give, as the case may be) all relevant information to the Marina Owner to provide the Services;
- (5) the Yacht is seaworthy in every respect;
- (6) all persons captaining the Yacht will be suitably competent and hold necessary qualifications and experience for their position;
- (7) the Yacht is free from liens, mortgages or encumbrances (or it has notified the Marina Owner of any liens, mortgages, or other encumbrances on the Commencement Date); and
- (8) it will personally be liable for all fees, accounts, costs, claims or liabilities of any nature and howsoever arising under this Berthing Agreement.

### 10. YACHT OWNER'S OBLIGATIONS

10.1 The Yacht Owner must:

- (1) comply at all times with the terms of this Berthing Agreement and any Supplemental Rules notified by the Marina Owner from time to time in respect of the safe and efficient operation of the Yacht, the Berth, the Marina and the Complex;
- (2) provide any reasonable assistance or information the Marina Owner may require for the provision of the Services;
- (3) berth the Yacht in a safe and secure manner, and provide and tend all lines or other fastenings;
- (4) ensure that the Yacht is in clean, sound, seaworthy and watertight condition, and free of any vermin, pests and insects;
- (5) ensure that the Yacht and its crew comply at all times with all Laws and Environmental Regulations as may be applicable to the Yacht and the Marina, including, without limitation, the laws and regulations of the Yacht's flag and of the places where the Yacht operates and the Marina Rules in Part III;
- (6) maintain professional indemnity insurance and provide a copy of the relevant insurance to the Marina Owner on request; and
- (7) use the Berth only for the Yacht and the facilities at the Marina only for its intended purpose.

10.2 The Yacht Owner must not:

- (1) allow External Services to be undertaken without the Marina Owners' express prior written consent;
- (2) obstruct or interfere with the Services or the safe operation of the Marina in any way; or
- (3) do anything in relation to the Yacht, Berth, Marina or Complex which is immoral, unlawful, hazardous, or likely to cause nuisance, damage or injury to the Marina Owner or any persons or property in the Complex.

### 11. ASSIGNMENT OR TRANSFER OF BERTH

11.1 The Yacht Owner shall not be entitled to assign or transfer any of its rights, benefits or obligations under this Berthing Agreement, except with the express prior written consent of the Marina Owner.

11.2 The Yacht Owner agrees that the Berth is intended only for use by the Yacht.

11.3 The Marina Owner may, but is not obliged to, at any time without notice to the Yacht Owner assign or transfer its rights, benefits, obligations, title or any other interest whatsoever and howsoever arising out of or related to this Berthing Agreement to any third party (which shall include, but not

*Yacht Owners initials:* \_\_\_\_\_

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be limited to, banks, financial institutions, trust funds, or other entities) and the Yacht Owner expressly consents to such assignment or transfer.

### 12. INSURANCE

12.1 The Yacht Owner must procure, maintain and keep throughout the Term up to date:

- (1) Hull & Machinery (H&M) and Protection & Indemnity (P&I) or third party liability insurance as agreed by the Marina Owner from time to time; and
- (2) any other insurances as may reasonably be required by the Marina Owner.

### 13. LIEN

13.1 The Yacht Owner hereby acknowledges that the Services provide a benefit to the Yacht Owner and that the Marina Owner shall have a *de facto* lien over the Yacht, its gear, equipment or appurtenances for any unpaid Fees or Act of Default.

### 14. ACT OF DEFAULT

14.1 The Yacht Owner will be in immediate Act of Default if:

- (1) the Fees (including taxes, where applicable) are not paid immediately when due;
- (2) it fails to comply with any terms of this Berthing Agreement or any Supplemental Rules;
- (3) the Yacht becomes unsafe for operation;
- (4) its licenses (where applicable) and insurances expire;
- (5) it causes any damage to property in the Marina or harm to persons in the Marina;
- (6) it enters into bankruptcy, liquidation, insolvency, is dissolved, enters into an arrangement with creditors, is placed into receivership or any other similar circumstances; or
- (7) it commits any other act which, in the reasonable opinion of the Marina Owner or the Marina Manager, would make it unsafe or undesirable for the Yacht to continue using the Berth or Marina.

14.2 Without prejudice to the Marina Owner's other rights, if the Yacht Owner commits an Act of Default, then the Marina Owner may, but is not obliged to:

- (1) suspend all or part of any Services;
- (2) remove the Yacht from the Berth or Marina (at the Yacht Owner's cost and risk); and
- (3) arrest the Yacht or take any such action as it deems reasonably necessary to protect the interest of the Marina Owner.

### 15. RISK, LIABILITY AND INDEMNITY

15.1 **IMPORTANT NOTICE:** The Berth and the Marina is used solely at the Yacht Owner's risk and the Marina Owner shall have no liability for any loss, damage, delay or expense of whatsoever nature and howsoever caused or arising in the course of performance of the Services.

15.2 The Yacht Owner is responsible for any damage or loss whatsoever caused and howsoever arising to the Yacht, the Berth, the Marina, the Complex, or to any other Yachts or property in the Complex, or for loss of life or injury, arising (directly or indirectly) out of the Yacht Owner's use of the Marina and the Berth, or for any other cause.

15.3 Without limiting the generality of the foregoing, this Berthing Agreement does not create a contract of bailment, and the Marina Owner is not liable for the care, protection, upkeep or maintenance of the Yacht, its gear, equipment or appurtenances at any time.

15.4 The Yacht Owner indemnifies the Marina Owner (and the Marina Manager) as well as their affiliates and respective employees against all actions, claims, demands, losses, damages, costs and expenses (including any legal costs, on a full indemnity basis) in respect of:

- (1) personal injury or the death of any person;
- (2) loss of, or damage to, any property, (including property of the Marina Owner); and

(3) acts, omissions, or negligence by or on behalf of the Yacht Owner (including breach of this Berthing Agreement), arising out of, or in connection with, the provision of the Services or use of the Berth and Marina, notwithstanding that any accident or event may be caused by the act or negligence of the Marina Owner, or the condition of the Berth, Marina or Complex.

### 16. TERMINATION

#### Termination by Marina Owner

16.1 The Marina Owner may upon giving notice terminate this Berthing Agreement with immediate effect if the Yacht Owner commits, or it is threatened there will be committed, an Act of Default as set out in clause 14.1.

16.2 The Marina Owner may, upon giving 30 days notice, terminate this Berthing Agreement if the Marina Owner, in its sole discretion, determines that it is in its best interest to do so and the Yacht Owner may be entitled to a refund in accordance with the Marina Owner's refund policy from time to time in force.

#### Termination by Yacht Owner

16.3 The Yacht Owner may, upon giving 30 days notice, terminate this Marina Agreement if the Marina Owner is not able to provide a Berth for the Yacht despite all Fees having been paid and the Yacht Owner may be entitled to a refund in accordance with the Marina Owner's refund policy from time to time in force.

### 17. NOTICES

17.1 Any notices to be served on the Parties or communication with the Parties may be made in writing at their respective address set out in Part I.

17.2 The Marina Owner and the Yacht Owner undertake to update each other immediately in the event that either one has a change of address, failing which delivery of notices as set out in 17.1 shall be deemed good delivery.

17.3 "In writing" shall include legible and clear communication made by fax, email, registered mail, courier or personal service.

### 18. GENERAL PROVISIONS

18.1 This Berthing Agreement and any Supplemental Rules constitute the entire agreement between the Parties and no amendment shall be effective unless agreed in writing by a duly authorised representative of each Party.

18.2 If there is more than one Yacht Owner then they shall be jointly and severally liable under this Berthing Agreement.

18.3 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either Party shall be deemed to be a waiver by that Party of that or any other right, power or remedy, and any waiver of any of the provisions of this Berthing Agreement shall only be effective if agreed in writing.

18.4 If any provision of this Berthing Agreement is held to be a violation of any applicable Laws, the same shall be deemed deleted and shall be of no force or effect and this Berthing Agreement shall remain in full force and effect as if such provision had not been contained herein.

### 19. LAW & JURISDICTION

19.1 The Marina Agreement is subject to the laws of the Qatar as applied in the Qatar.

19.2 The civil courts of Qatar shall have jurisdiction to hear any dispute arising out of this Berthing Agreement. Nothing however contained in this clause 19 shall limit the right of the Marina Owner to commence any proceedings against the Yacht Owner or Yacht in any other court of competent jurisdiction.

Yacht Owners initials: \_\_\_\_\_

# BERTHING AGREEMENT

## PART III (MARINA RULES)

### GENERAL CONDITIONS – ALL AREAS

1. A Berthing Agreement must be signed and approved by the Marina Owner prior to the Yacht being berthed at the Marina.
2. All fees and charges payable to the Marina Owner must be settled in accordance with the Berthing Agreement but in any event prior to occupying a Berth at the Marina.
3. **Work by unauthorised contractors on any part of the Marina is not permitted at any time.** Access to and use of the Marina is conditional upon the contractors entering into a “Contractor’s License Agreement” with the Marina Owner. This agreement must be signed before the contractors undertake works.
4. The Marina Owner takes no responsibility for accidents, injury, or death to any persons in, or working within, the Marina or Complex at any time. All persons wishing to enter the Marina or Complex for any reason do so at their own risk.
5. The carrying out of repairs, painting or refitting of Yachts in wet berths, moorings or parking areas is not permitted, unless prior written consent is obtained from the Marina Owner.
6. All persons must observe any reasonable direction given by the Marina Owner or the Manager on Marina Owner’s behalf. If a request from the Marina Owner is not complied with, the Marina Owner reserves the right to remove the person from the Marina.
7. All lines, halyards, rigging and loose fittings on Yachts must be secured at all times to eliminate unnecessary noise.
8. Any defects, or malfunction, of facilities within the Marina must be reported to the Marina Owner immediately.
9. The hanging and drying of clothing on Yachts in public view is not permitted.
10. Fire hose reels, or any fire fighting equipment, must not be used for any other purpose other than fire fighting.
11. The riding of push bikes, skateboards, roller blades, scooters or any other means of transport deemed inappropriate by the Marina Owner within the Marina is not permitted.
12. Marina pontoons, walkways, and access areas must be kept clear at all times and must not be used for the temporary storage of goods. Any offending items may be removed by the Marina Owner without notice.
13. Persons found tampering with the facilities of the Marina will be removed from those areas and may be liable for the costs of replacement or repair of any damage caused, and/or prosecution by the Marina Owner or appropriate authority.
14. Persons using the Marina must ensure they keep the area in use clean at all times. If the Marina Owner is obliged to remedy a breach of this rule, then all associated costs of that cleaning will be invoiced to the responsible contractor or the Yacht Owner.
15. Animals are not permitted in the Marina without the prior approval of the Marina Owner.
16. Spray painting within the Marina is not permitted.
17. Persons must adhere to any directional or instructional signage posted in the Marina.
18. The antifouling of Yachts within the Marina is not permitted.
19. Fuel, dangerous or flammable goods are not to be brought onto the Marina. All refuelling of Yachts must be undertaken at the refuelling station, should one exist at the Marina.
20. Children under the age of 12 must be accompanied by an adult at all times.
21. Yacht Owners, Yacht Owner’s Representatives & contractors must adhere to any water restrictions set by the appropriate authority.

### MARINA AREAS

#### Marina Berths

1. Access keys to unattended Yachts and all contact details of the Yacht Owner must be provided to the Marina Owner.
2. Marina users must not cause any nuisance to other marina users or local residents. The Marina Owner reserves the right to remove any offending Yacht from the Marina, or, where the Yacht is unattended, to board the Yacht for the purpose of preventing a breach of this rule.
3. No part of any Yacht is to encroach over any part of the Marina (including, for example, anchors or bowsprits). If the Marina Owner is of the opinion that a Yacht is berthed dangerously, it may re-berth or move the Yacht at the cost of the Yacht Owner without notice.
4. Only Yachts in seaworthy condition and under their own power will be admitted to the Marina. All Yachts must be insured, registered, identified, equipped and maintained as required by law and safe practice.
5. Marina users must, at their own expense, supply suitable mooring lines and maintain them in good condition. The Marina Owner reserves the right to replace mooring lines at the Yacht Owner’s expense if the Marina Owner is of the opinion that the lines are not suitable or could cause injury or property damage.
6. Yachts must be kept tidy and maintained in good condition so as not to reflect unfavourably on the high visual standards of the Marina.

#### Environmental and Government Regulations

7. The discharge of waste water from Yachts is strictly prohibited. Marina users must not dispose of sewage, garbage, or any other waste into or in the vicinity of the Marina.
8. All Yachts must ensure that automatic bilge pumps are fitted with an isolation switch that must be left in the “Off” position while the Yacht is in the Marina.
9. All garbage shall be disposed of in the appropriate recycling bins or waste containers provided.
10. Any fire, or waste, oil or fuel leakage or spills must be reported to the Marina Owner immediately.
11. Bilges must be checked for fumes or spills before starting motors and immediately after refuelling.
12. The bottom scraping or cleaning of Yachts that is likely to remove antifouling or any other deleterious material in the marine environment and Marina is not permitted.
13. All signs and directions for safety and pollution controls are to be adhered to by users.
14. Marina users must observe the rules and regulations of all appropriate local or International Regulatory Authorities for the movement of Yachts.
15. The excessive running of engines, motors and generators within the Marina is not permitted.
16. Swimming, fishing, diving and underwater activities within the Marina are not permitted.

#### Please Note:

**The Marina Owner reserves the right to add to, remove or vary the rules for Marina usage from time to time at its sole discretion.**

**Yacht Owners initials:** \_\_\_\_\_

# BERTHING AGREEMENT

## SUPPLEMENTAL RULES

### SUPPLEMENTAL RULES – PRIVATE

1. A Long Term Berthing Arrangement is defined as a Berthing Agreement that has a term exceeding one (1) year.
2. There is no option to renew the Berthing Agreement unless otherwise agreed by both Parties in writing and any such renewal shall be subject to any amendments of, or terms and conditions in addition to, the terms and conditions as set out in this Berthing Agreement.
3. All Yachts occupying a Berth have to be approved by the Marina Owner. This approval process is carried out by the Marina Owner, or by the Marina Manager on behalf of the Marina Owner, prior to occupation of the Berth.
4. To have a Yacht approved the following documents are required;
  - a. Valid Passport/Qatari ID
  - b. Valid Yacht Registration
  - c. Valid Yacht Insurance
  - d. Documentation evidencing, to the reasonable satisfaction of the Marina Manager, that the Owners Representative has been duly authorised in order to act on behalf of the Yacht Owner for the purpose of this Berthing AgreementThe name & personal details that appear on all documents MUST be the same as the name of the Berthing Agreement. The Marina Owner may request further documentation from time to time prior to approving the Yacht or at any point thereafter.
5. All fees, other than the Berthing Fee, are payable immediately upon submission of invoice.
6. The Berthing Agreement entered into does not provide exclusive rights to the Marina or Complex.
7. Any Berthing Agreement entered into for a recreational Berth is for the purpose of berthing a Yacht for recreational purposes only. Any Yacht Owner wishing to conduct business activities is required to apply in writing to the Marina Manager for prior written approval. Any approval, at the sole discretion of the Marina Owner or Marina Manager, will require the Yacht Owner to enter into a new Berthing Agreement and to pay a commercial berth fee in addition to all standard or advertised fees for services provided.
8. All recreational Berths are provided to the Yacht Owners who can comply with Part I, II & III of the Berthing Agreement and the below policy:
  - a. The Long Term Berthing Arrangement for approved recreational Berths cannot be transferred, assigned or sold. However, upon offer by the Yacht Owner, the Marina Owner may elect to purchase back the remaining term of the Berthing Agreement at a value equal to the pro rata time remaining under the Berthing Agreement, calculated in accordance with the initial value of the Berthing Agreement, at the sole discretion of the Marina Owner or Marina Manager on its behalf.
  - b. For the avoidance of doubt, the approved Yacht shall be the only Yacht entitled to occupy the Berth. No subleasing shall be permitted by the Yacht Owner.
  - c. The approved Yacht and the Berthing Agreement all have to be in the same name with the same personal details. Marina Owner and Marina Manager will conduct audits at their complete discretion but at least six-monthly to ensure compliance with these Supplemental Rules.

### SUPPLEMENTAL RULES - COMMERCIAL

1. A Long Term Berthing Arrangement is defined as a Berthing Agreement that has a term exceeding one (1) year.
2. There is no option to renew the Berthing Agreement unless otherwise agreed by both parties in writing and any such renewal shall be subject to any amendments of, or terms and conditions in addition to, the terms and conditions as set out in this Berthing Agreement
3. All Yachts occupying a Berth have to be approved by the Marina Owner. This approval process is carried out by the Marina Owner, or by the Marina Manager on behalf of the Marina Owner, prior to occupation of the Berth.
4. To have a Yacht approved the following documents are required;
  - a. Valid Trade License
  - b. Valid Commercial Registry
  - c. Valid Chamber of Commerce membership
  - d. Valid Company Insurance
  - e. Valid Yacht Registration
  - f. Valid Yacht Insurance
  - g. Valid Yacht Safety Survey
  - h. Crew members – passport visas
  - i. Crew members certification and accreditations
  - j. Documentation evidencing, to the reasonable satisfaction of the Marina Manager, that the Owners Representative has been duly authorised in order to act on behalf of the Yacht Owner for the purpose of this Berthing AgreementThe name & personal details that appear on all documents MUST be the same as the name of the Berthing Agreement. The Marina Owner may request further documentation from time to time prior to approving the Yacht.
5. All fees, other than the Berthing Fee, are payable immediately upon submission of invoice.
6. The Berthing Agreement entered into does not provide exclusive rights to the Marina or Complex.
7. All commercial Berths may be provided to Yacht Owners who can comply with Part I, II & III of the Berthing Agreement and the below policy:
  - a. Yacht Manufacturers and Brokers can transfer the Berthing Agreement one (1) time only at no cost & the process will be managed exclusively by the Marina Owner or the Marina Manager on its behalf. The Berthing Agreement can only be transferred to the purchaser of an approved Yacht purchased from the said company.
  - b. Charter, Resort & Hotel Operators cannot transfer the Berthing Agreement.
  - c. Once the Berthing Agreement has been transferred by Yacht Manufacturers and Brokers as per above policy, the new Yacht Owner cannot transfer the Berthing Agreement. However, the Marina Owner or Marina Manager may elect to purchase back the remaining term of the Long Term Berthing Arrangement at a value equal to the pro-ratad amount of the initial value of the Berth Agreement, at the sole discretion of Marina Owner or Marina Manager on its behalf.
  - d. Any Berthing Agreement entered into where the Yacht Owner occupies a Berth for the purpose of conducting any business activities (as approved by Marina Owner) are required to pay a commercial berth fee (equal to 20% of the current market rate of the Berth in the sole discretion of the Marina Owner) in addition to all standard or advertised fees for services provided.

**Yacht Owners initials:** \_\_\_\_\_