

The Manila ${\mathscr Y}$ acht Club

2351 Roxas Boulevard Malate Manila

VISITING YACHT FORM

Section A	Yacht Details		SailBoat	Powerboat
	Name of Yacht Home Port Port Entry in Philippines Last Port of Call Legnth Overall (ft) Date of Arrival Reason for Arrival		Flag State Next Port of Call Beam	Reg #
Section B	Boat Owners Details Name Address			
	Contact Nunbers MYC Affiliated Club Membership No.	Mobile	Home Other Club	
Section C	Insurance Details I declare the vessel (details as above) holds current insurance with:			
	Damage	Level of cover	-	
	Public Liability	Level of cover		
	Third Party	Level of cover		
	Injury Validity Dates	Level of cover From:	To:	
Section D	<u>Security</u> The deposit will be used to settle marina fees and other charges.			
	An initial security deposit of US\$750.00 is required on arrival.			
	A list of fees for additional sevices such as Storage , Dry Docking Travel Lift , Yard Harstanding, Towing etc. is available from the Marina office on request.			
	The Visiting Yacht Mooring or Berthing Fee is calculated as folllows. US\$ 4.5 X LOA (ft) Week.			
	Marina Office Use Only			
	Berth No.		Deposit Paid:	
	Mooring No			
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TERMS & CONDITIONS

- 1. The Boat Owner has provided his/her personal details in Section B of the Visiting Yacht Registration Form, and has requested the MYC to accommodate the vessel as specified in Section A for which he/she is lawfully authorised to enter into an agreement.
- 2. The MYC may at any time increase the marina, hardstand or mooring fees without notice.
- 3. In principle, this Agreement will commence on the Arrival Date, and will expire on the Departure Date.
- 4. Requests to extend occupation of the marina, hardstand or mooring on a casual basis must be made via the MYC Marina Office. All requests will be considered on a subject to availability basis.
- 5. The Boat Owner acknowledges by entering into this Agreement that he/she has examined and satisfied him / herself as to the condition and suitability of the marina berth, hardstand or swing mooring, including but not limited to pontoons, after hours access, and provision of standard electricity and water (if applicable), for the Boat Owner's intended purpose, and the Boat Owner will use the intended berth, hardstand or mooring at his own risk. The Boat Owner has not relied in any way on the MYC's skills and judgement.
- 6. The Boat Owner shall not list or advertise his / her boat for sale without prior consent from the MYC Marina Office, attempt to assign, mortgage, pledge, sell, change, encumber, sub-let, part with possession, or other encumbrance over the Vessel or any part thereof under this Agreement.
- 7. The MYC will not permit commercial operators to enter into a casual berthing agreement.
- 8. The Boat Owner shall keep and maintain the vessel and its equipment, including ropes and fenders, in good working order and condition.
- 9. It shall be the responsibility of the owner to provide his or her own mooring lines and warps to moor the vessel in a proper and seamanlike fashion
- 10. The Boat Owner shall operate and maintain the vessel with due care and diligence.
- 11. The Boat Owner shall comply with all relevant rules persuant to MYC By-Laws and Rules and Regulations governing or relating to the registration, operation o licensing of the vessel and its equipment
- 12. The Boat Owner shall not bring pets or animals, firearms or any prohibited substance within the boundaries of the MYC and MYC Marina.
- 13. The Boat Owner agrees not to employ or engage any contractors to work on the vessel at the MYC Marina, Hardstand or mooring unless said contractors provide suitable proof of insurance coverage and are licensed and approved by the MYC Marina Office prior to any maintenance being conducted.
- 14. The Boat Owner shall not bring any fuel or hazardous materials into the marina.
- 15. The MYC may at its discretion, board, inspect move the vessel and/or its equipment to any marina berth, hardstand or mooring at the Boat Owner's risk and expense. If circumstances permit the MYC will endeavour to notify the owner of its intensions in this regard.
- 16. The Boat Owner agrees to comply with and obey any reasonable direction given to it by the MYC, its Executive Officers or its duly authorised employees.
- 17. The Boat Owner acknowledges the Marina's aims and policies to contribute towards the Clean Marina Program, and as such will not do anything that could harm, or potentially harm the environment. The Boat owner agrees to indemnify the MYC in the event of any costs or penalties incurred by the MYC as a result of any pollution emanating from or associated with the vessels use of the marina.