



Marina Temporary Berthing Agreement

To: The Clearwater Bay Golf & Country Club ("**CWBG&CC**")
From: **Owner of the vessel(s)** as hereunder described

Re: RHKYC Asia Pacific and Etchells World Championships 2015 (the "Event")

I/we am/are the owner of the vessel as hereunder described which shall participate in the Event.

I/we hereby confirm that:

1. My/our particulars and particulars of my/our vessel are as follows:

Name of Owner: _____ Tel No.: _____
Fax/E-mail: _____ Mobile: _____
Company/Address: _____
Home Address: _____
Vessel Name: _____ Registration/Licence No.: _____
Length (including bowsprit & davits): _____ Width: _____
Model: _____ Berth No.: _____
Arrival Date: _____ Berthing Fee: _____ Paid by Organizer

2. I/We acknowledge that I/we have been provided with a copy of the 'Conditions of Temporary Berthing Agreement' (the "**Conditions**") and have sufficient time and opportunity to read and hereby agree to abide by the Conditions.

3. I/We undertake to procure that all competitors, race officials and guests shall abide by the Marina Rules and CWBG&CC By-laws. In particular, within the Area and CWBG&CC,

- a) the following activities are prohibited: swimming, fishing, littering, making unnecessary noise, allowing bilges to discharge in the Area if engine oil present, pumping out holding tanks or toilets, using berths other than the designated berths;
- b) all pets are prohibited; and
- c) each participants in the Event must keep the Marina clean and tidy.

4. I/We undertake to procure that my/our vessel shall observe the upper speed limit of 4 knots and in any event will not create any wake within the Marina Basin in compliant with the CWBG&CC rules. I acknowledge that I/we have been provided with a copy of the CWBG&CC's Marina Basic Rules and have sufficient time and opportunity to read and hereby agree to abide by the rules therein.
5. I/We agree to be responsible for crowd, individual and group control during the Event.
6. I/We undertake to indemnify CWBG&CC, its agents and employees against all liabilities, claims, actions, proceedings, loss, damages, costs and expenses caused by me/us.

Signed by

Accepted by

Name

Name

Position

Owner of the Vessel

The Clearwater Bay Golf & Country Club

Date

Date

Signed by

Name

Captain or Person-in-charge of the Vessel

Date

Please sign and send back to the Marina Office by fax (2358 1935) or by email (marina@cwbgolf.org).



CONDITIONS OF TEMPORARY BERTHING AGREEMENT

1. Application

1.1 These Conditions apply to all Agreements (other than Excluded Agreements) between the Clearwater Bay Golf & Country Club (“**CWBG&CC**”) and a boat owner (the “**Owner**”) relating to berthing of all boats (the “**Boats**”) related to RHKYC Asia Pacific and Etchells World Championships 2015 (the “**Event**”) at CWBG&CC’s Marina. “**Excluded Agreements**” are those agreements entered into between CWBG&CC and members of CWBG&CC in relation to berthing arrangements which they are entitled under the terms of membership with CWBG&CC

2. General

- 2.1 The Owner, the crew of the boat and any other persons whom the Owner reasonably wishes to have access to the Boat shall be subject to and must abide by these Conditions. The Owner is responsible for compliance by all other relevant persons.
- 2.2 The Owner and all persons for whom he is responsible shall comply with CWBG&CC’s Bye-laws governing the Marina, and the Marina Basic Rules and Regulations (both of which are available in the Marina Office), except where inconsistent with the Agreement to which these Conditions apply (the “**Agreement**”).
- 2.3 The Owner will not by virtue of the Agreement become entitled to any rights of Membership of CWBG&CC nor to any right for the Boat to be upon CWBG&CC’s premises except as set out in the Agreement or these Conditions.
- 2.4 The Owner and Captain will indemnify CWBG&CC, its employees, Members and other licensees in respect of any damage, injury or loss suffered by it or them as a result of the actions or negligent inactions (including any breach of the Agreement) of the Owner or persons for whom he is responsible. CWBG&CC is not responsible for any negligent act or omission by its Members or other licensees. The Owner should insure the Boat accordingly.

3. Immigration and Imported Items

- 3.1 If the Owner or any persons for whom the Owner is responsible are not Hong Kong residents, or are Hong Kong residents returning from elsewhere or leaving for another jurisdiction, they must report to the Immigration Department upon arrival in and departure from Hong Kong.
- 3.2 No goods or other articles which are illegal imports (including dutiable Commodities on which duty has not been paid) may be brought by the Owner into the Marina or be on the Boat.
- 3.3 The Owner shall produce, and procure that all persons for whom he is responsible produce, to the Marina Manager or his deputy on request his and their valid passports with any necessary entry and stay permits for Hong Kong SAR.

4. Berthing Termination

- 4.1 CWBG&CC shall have the full discretion to terminate this temporary berthing agreement forthwith in the event of any breach of the Agreement by the Owner or persons for whom the Owner is responsible.



MARINA BASIC RULES

Do's & Don'ts

- Do leave the dock neat and tidy – coil lines and hoses.
- Do install a trigger controlled water hose nozzle.
- Do report any defects, such as water leaks etc. to Marina staff.
- Do report strangers to security.
- Do give way to vessels plying entrance narrow channel where speed is 4 knots – NO WAKE.
- Do observe government regulations & marina bye-laws.
- Do look after your guests, you are responsible for them – call cars advise boat visits.
- Do observe safety precautions when re fuelling.
- Don't leave any items of boat gear or recreational craft on the docks.
- Don't waste water.
- Don't bathe & or wash on the docks.
- Don't make unnecessary noise.
- Don't allow bilges to discharge in the marina if engine oil present.
- Don't throw rubbish into the marina.
- Don't pump out holding tank or toilets.
- Don't swim in fairways.
- Don't allow halyards to cause annoyance.
- Don't fish or set traps.
- Don't use other members berth.
- Dogs are not allowed on the Club's premises

Remember: You are legally responsible for any damage caused by your vessel's wake.

The Management

遊艇會基本守則

注意事項：

- 請保持碼頭整齊清潔及繫好繩索及喉管。
- 安裝水槍在洗船水喉咀上。
- 如發現橋位有任何損壞，請通知本會職員。
- 如發覺陌生人潛入，請通知護衛員。
- 在灣內航駛，請注意航行速度不得超過四海浬及不得翻起航跡。請讓航道與公共船隻，最高船速為四海浬。
- 請遵守政府法例及本會規則。
- 請照顧攜來之賓客。
- 加油時請注意安全事項。
- 勿留任何船具，小艇及一切雜物於碼頭。
- 勿浪費碼頭食水。
- 勿於碼頭上沖身。
- 會員船如上落客泊遊艇會大樓前面。
- 勿喧嘩。
- 勿把油污排放於遊艇會海面。
- 勿亂拋垃圾於遊艇灣內。
- 勿把排泄物排放於遊艇灣範圍內。
- 勿在航道上暢泳。
- 勿讓揚帆索干擾他人。
- 勿釣魚、捉魚或安放任何捕魚用具。
- 勿佔用其他會員的橋位。

敬請留意，閣下須對船隻翻起航道所造成之損壞負責。

管理局示