



Occupancy Agreement

BETWEEN the Royal Papua Yacht Club Inc and

THE OCCUPANT _____ Key No _____

OF ADDRESS _____

PHONE & FAX _____

EMAIL _____

ITEM ONE THE VESSEL

Name: _____

LOA, Draft, Beam: _____

Description: _____

Tender: _____

Safety Equipment: Detailed current inventory of Vessel's safety equipment is attached.

Identification: A current colour photograph of the Vessel is attached.

ITEM TWO THE BERTH

Finger _____ Berth No. _____

ITEM THREE HARDSTAND STATION

ITEM FOUR THE TERM

Commences: _____

Terminates: _____

ITEM FIVE MAXIMUM DIMENSIONS

9m berth:	length 9m overall	width 3m overall
10m berth:	length 10m overall	width 3.4m overall
11m berth:	length 11m overall	width 3.7m overall
12m berth:	length 12m overall	width 3.9m overall
14m berth:	length 14m overall	width 4.0m overall
15m berth:	length 15m overall	width 4.2m overall
16m berth:	length 16m overall	width 4.3m overall
17m berth:	length 17m overall	width 4.4m overall
18m berth:	length 18m overall	
20m berth:	length 20m overall	width 4.8m overall
22m berth:	length 22m overall	width
24m berth:	length 24m overall	width
25m berth:	length 25m overall	width

This agreement witnesses as follows:

DEFINITIONS:

- “Vessel” means the vessel described in Item 1;
- “Berth” means the marina berth described in Item 2;
- “Hardstand Station” means the area of hardstand space described in Item 3;
- “Term” means the duration of the rental period described in Item 4;
- “Member” means a member of the Club;
- “Club” means the Royal Papua yacht Club Inc.

THE OCCUPANCY:

The Occupant must be a member.

The Club does hereby allow the Occupant, subject to the conditions hereinafter appearing, to occupy the Berth/ Hardstand Station for the Term for the purpose of the Occupant using the Berth/ Hardstand Station to locate the Vessel nominated by the Occupant so long as the Vessel shall be within the maximum dimensions as set out in item 5 and the Vessel is approved by the Club.

The Term of the Occupancy period shall commence and terminate on the dates specified in Item 4. The Term of the Occupancy period shall terminate fourteen (14) days after written notice is received by the Club, from the Occupant, advising that the Berth/ Hardstand Station is no longer required.

The Occupant shall pay quarterly or annual marina fees in advance, these fees are described in Item 6. Short term leases require a 3 month bond on signing of Occupancy Agreement. Bond repayable on termination of lease. Payments are due seven (7) days from the date of the invoice, or on the day prior to the next billing period, whichever comes first. The Club has the right, to exercise a general lien upon any Vessel or other property of the Occupant whilst the said property is at the marina until such time as monies due to the Club in respect of the Vessel and/or other such property on any account whatsoever shall be paid.

The Club may terminate this agreement at any time and will give fourteen (14) days notice of this termination. The fourteen (14) days notice period will commence from the date of the letter of notice.

BERTH / HARDSTAND STATION

It shall be the responsibility, duty and liability of the Occupant to properly and safely secure the Vessel subject, however, always to the powers of direction granted or vested in the Club or its officers by the committee of the Club, the By-Laws of the Club, or by an Act or Statute of the Laws of Papua New Guinea.

MAXIMUM DIMENSIONS

Except with the prior written authority of the Club, the Occupant shall at no time allow any part of the Vessel located in the Berth / Hardstand Station to extend beyond the maximum permitted dimensions of the Berth / Hardstand Station as set out in Item 5, or to extend over a marina walkway or finger such as to cause an obstruction to the free and safe use of that marina walkway or finger.

TRANSFER OF OCCUPANCY

The Occupant shall not lend or transfer Occupancy of the Berth / Hardstand Station without the prior written consent of the Club. In the event the Occupant sells the Vessel he shall notify the Club of the sale within seven (7) days, and the Occupant’s entitlement to use the Berth / Hardstand Station shall terminate forthwith and the Club shall be entitled to re allocate the Berth / Hardstand Station.

CLUB’S RIGHT TO REMOVE

The Club reserves the right to use the Berth / Hardstand Station or require the Occupant to vacate the Berth / Hardstand Station if necessary to allow repairs and maintenance to be carried out or in circumstances where the Club in its absolute discretion deems vacation necessary or desirable. Notwithstanding any other clause in this Agreement the Occupant hereby authorises the Club to relocate the Vessel if he is not in a position to do so or if he fails comply with any direction in writing issued by the club to the occupant.

Vessels at the marina may be moved by the Club for good reason at its discretion to any other part of the marina in order to maximise use of the marina.

OBLIGATION TO REPORT

Each party shall keep the other party fully informed of all matters which come to the notice of such party and which effect any matters relating to the Berth / Hardstand Station and the Occupant's occupancy thereof.

WATER SPACE / HARDSTAND SPACE AND ACCESS ONLY

This agreement extends to the allocated water space of the Berth / ground space of the Hardstand Station only. The Occupant has the right of access to and the use of common waterways, walkways, pathways and roadways of the Marina subject to such rules as to access as the Club may from time to time specify for the safety, security and preservation of good order in the marina.

FASTENINGS AND SECURITY OF VESSEL

Mooring ropes, chains, and other means of securing the Vessel including trailer shall be provided by and maintained by the Occupant to the Club's satisfaction. If such means prove to be inadequate by design or lack of maintenance no liability shall attach to the Club and the Occupant shall keep the Club indemnified against all claims therefrom.

NO ALTERATIONS

The Occupant will not alter or modify the Berth / Hardstand Station or adjacent structures without the prior written consent of the club.

USE OF FACILITIES

The Occupant may use water, power and any other facilities provided on the marina on an occasional and non-permanent basis, and subject to conditions and charges the Club may from time to time impose.

NO POLLUTION

The Occupant shall not permit the pollution of the marina or discharge into the marina any poisonous, noxious, dangerous or offensive substance or thing. Without prejudice to the generality of the foregoing the Occupant shall not discharge any untreated sewage or otherwise empty latrines into the marina or otherwise dispose of any rubbish, refuse, waste, garbage, oil, fuel, or other materials whatsoever except in facilities provided or containers, which will be approved and/or (at the Club's option) provided by the Club. The failure of the Club to provide containers shall not derogate the Occupant's obligations under this provision.

LIVING ON BOARD

If the Occupant wishes to live permanently on board then the Occupant will apply in writing to the Club, providing name, sex, age and relationship to the Occupant of persons seeking to live on the Vessel with the Occupant. The Club's approval shall not unreasonably be withheld provided always that :-

(i) the Vessel is of sufficient size, is safely manoeuvrable under its own power and suitably equipped to sustain living on board;

(ii) the Occupant may permit guests to live on board for up to three (3) days without giving notice in writing to the Club. If the Occupant wishes a non member guest to live on board in excess of three (3) days the Occupant will notify the Club and arrange for adult guests to apply for temporary Club membership for the period of their stay with the Occupant. Guests must be under the direction of the Occupant at all times whilst on the Club's premises.

(iii) other conditions and terms as imposed by the Club from time to time are upheld, such conditions being imposed to prevent unnecessary abuse of the facilities by the Occupant or persons living on the Occupant's vessel or guests of the Occupant, as a result of living aboard.

(iv) the Vessel has a minimum of two suitable and operational fire extinguishers, one near the cooking facilities and one near the main cabin entrance.

UNACCOMPANIED CHILDREN

The Occupant shall not permit or allow children under the age of twelve (12) for whom he is responsible to enter or remain on the marina unless accompanied by and under the control of an adult.

PETS

No pets shall be brought onto or remain on the marina or land adjacent thereto under the control of the Club, without the prior written consent of the Club Executive Committee.

SWIMMING AND FISHING

The Occupant and approved persons living aboard with and/or guests of the Occupant may fish, swim or dive within the marina, provided always that:

- (i) swimming and fishing from the marina harbour walls beyond the access prevention chains or in designated “No Swimming” or “No Fishing” areas is not permitted at any time.
- (ii) Swimming and fishing from the marina harbour walls during the hours of darkness is not permitted.
- (iii) Children under the age of twelve (12) swimming in the marina will be under the direct control and supervision of a responsible adult at all times.

CONTROL OF VESSELS IN THE MARINA

The Occupant shall not within the marina moor, sail or manoeuvre any Vessel so as to create a danger or impediment or obstacle or inconvenience to the Club’s facilities or other Marina users. The Occupant will observe all speed signs and other directions of the Club at all times and will equip, maintain and operate his Vessel in a responsible and seamanlike manner.

USE OF WORK BERTH, CAREENING POLES AND LOADING BERTH

The Occupant shall apply to the Club in advance for use of the work berth and careening poles and will pay the required fees in advance. It is the responsibility of the Occupant to ensure that any discarded timber, parts, oil, rubbish etc be removed immediately from the premises and such areas left clean and tidy.

Except with the prior written authorisation of the Club the Occupant will not moor his Vessel on the loading berth for periods exceeding sixty (60) minutes at any one time.

STORAGE ON SHORE

Except with the prior written authorisation of the Club, the Occupant shall not permit or allow any property, gear or equipment under the control or direction of the Occupant to be stored on the marina including the walkways, fingers or foreshore thereof.

NO ALCOHOL

The Occupant shall not consume alcoholic beverages within the marina except on private Vessels or on licensed premises where consumption of alcoholic beverages is not prohibited by law.

SAFETY

The Occupant shall not store motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a dangerous or inflammable nature on any marina structure or area under control of the Club without the prior written approval of the Club.

The Occupant shall not bring within the marina any motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a dangerous or inflammable nature other than that already in properly designed fuel tanks installed on the Vessel without the prior written approval of the Club provided that nothing in this sub clause shall prevent the Occupant from carrying small quantities not exceeding 30 litres of fuel in safe containers reasonably required for small outboard engines or stoves, or approved liquefied petroleum gas cylinders.

The Occupant shall not carry out any refuelling of any Vessel within the marina, other than at the fuel jetty from the Club’s pumps unless otherwise directed by the Club.

The Occupant shall not carry out, or have carried out by others any major maintenance or repair to the Vessel whilst the Vessel is in the marina, which may cause annoyance, inconvenience, damage or threat to other marina users or property lawfully within the marina. The Club shall determine whether maintenance being carried out is of a major nature and whether it will be permitted to be carried out whilst the Vessel is in the marina.

The Occupant shall be responsible to keep the Vessel in such a condition that it does not become unsightly or dilapidated, and its decks, do not become littered with debris or other unsightly materials.

The Occupant shall ensure that at all times when Vessels are occupied at the marina that reasonable care in respect to the well being and peace of other marina users is adhered to, and without limiting same include excessive noise from television, radio, stereo equipment etc, excessive noise or rowdiness, excessive noise of engines or generating sets, excessive use of communication radios etc.

The Occupant shall at all times keep sufficient fire fighting equipment aboard the Vessel, and such equipment must be capable of combating fire hazards.

INDEMNITY

The Club shall not be liable and accepts no responsibility for the safety of any Vessel, craft, trailer, motor vehicle and other property in or about the confines of the marina nor for the adequacy or otherwise of the marina or of the Berth / Hardstand Station or any other part of the facilities of the marina and the Club shall not be able to the Occupant or any other person for any loss or damage to property incurred or suffered within the confines of the marina whether the same occurs (as a result of the negligence or otherwise howsoever) and whether or not attributable to the acts or defaults of the Club or its servants or agents or contractors or otherwise howsoever. The Occupant in addition shall indemnify the Club against any loss, expense or claims suffered by the Club within the marina and arising as a result of the Occupants acts or omissions or the acts or omissions of others to which the Occupant has contributed (whether or not as a result of negligence). The Club shall not be deemed to be a bailee for any purpose whatsoever.

The Occupant accepts full and exhaustive responsibility for all loss and damage to any Vessel, craft, motor vehicle, trailer and other property in or about the confines of the marina owned by the Occupant or the Occupant's invitees, and indemnifies the Club in respect of any damage or loss howsoever caused thereto. The Occupant shall at all times keep the Vessel including trailer fully insured with an insurance company against loss or damage by fire, storm, tempest, typhoon, act of God and all other usual maritime risks including explosion, against all public liability for a minimum amount of five million kina (K5,000,000) or such other sum as the Club shall determine from time to time, per occurrence, against public liability for domestic staff and such other risks as the Club may require the Occupant to insure against. If the Occupant fails, refuses or neglects to insure as aforesaid the Club will have the right to remove the Vessel from the Berth/Hardstand Station. The Occupant shall at all times ensure that the Club has a copy of the current insurance documents that satisfy this clause.

COMPLIANCE WITH BY-LAWS AND INSTRUCTIONS

The Occupant shall comply with Acts, Rules, Regulations and marina By-Laws from time to time applicable to the use of the Berth / Hardstand Station and shall also comply with any special instruction from time to time issued by the Club or any of its agents for the efficient, safe and harmonious use of the marina and any of its facilities by persons entitled thereto.

Upon the breach by the Occupant of any of these conditions, the Club has the right to terminate this agreement upon giving fourteen (14) days written notice of such termination to the owner. Upon such termination, the Club may return to the Occupant the unexpired portion of any rental charges paid to the Club subject to a deduction by the Club in respect of any damage suffered by it and/or other monies owing by the Occupant to the Club on any account whatsoever.

OCCUPANT

ROYAL PAPUA YACHT CLUB INC

Date: _____

Date: _____