

MARINA HANDBOOK

 **(JANUARY 2014)**

Purpose

The purpose of this handbook is to provide LYC members easy reference to the regulations, by-laws, procedures and practices relating to the administration of the LYC and in particular the marina.

The LYC Marina hand book applies to all boats, trailer boats and personal watercraft that intend to utilise the LYC marina facilities. Only Full and Family Full members are entitled to utilise the marina facilities. If a Social Member intends to acquire a boat he must first apply to the Committee to upgrade his membership to the Full category and then apply to register the boat with the Club.

The regulations contained within this handbook have the force of by-laws of the LYC and are given that power by by-law no. 16 stating “All regulations contained within the LYC Marina Handbook are hereby given the power of by-laws of the Lae Yacht Club Incorporated. Any changes made to the LYC Marina Handbook so authorised by the LYC Committee from time to time will also by definition be automatically adopted as by-laws of the Club”.

Administration

The LYC Management manages all correspondence, applications, payments and queries. For initial contact ring the Manager on 472 4091.

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LYC REGULATIONS

1. Directions

All boat owners/operators will observe any reasonable direction given by a Committee member or Duty Officer.

2. Marina protocols.

Members must comply with all regulations, by-laws, protocols and standards advised by the Committee, from time to time.

3. Owner/Members

All substantive registered owners of boats must be full members of the Club.

4. Boat Operation

Registered owners of boats are fully responsible for their boat’s operation, including compliance with these regulations and LYC Boat Safety Requirements, whether the owner is operating the boat personally or not. If not, then the owner must ensure the boat is operated by a full member of the club.

5. Fines

The Committee has the power to impose fines, as it sees fit, for breaches of these regulations and/or LYC Boat Safety Requirements.

6. Boat Names

All boats registered with the Club shall display the vessels’ name in lettering not less than 75mm in height. The name shall not be offensive or similar to other boat names registered with the Club.

7. Club owned berths

All the berths in the marina are owned by the LYC. Berths are leased to boat owners who are full club members and include 10m, 12m, 13m, 14m, 15m, 18m, 20m and 21m berths. Fees are paid quarterly or annually in advance and the amount depends on the berth size. Fees are reviewed annually. Berth holders are required to enter into an occupancy agreement with the LYC and all boats in the marina must be insured. A berth holder can only use the berth for the purposes of berthing a nominated vessel and if a berth is to be vacant for a period of time in excess of 14 days, then the LYC must be notified. Should a berth holder wish to use the berth for berthing a different vessel, approval must be obtained from the LYC. Berths may accommodate a small tender for the nominated vessel if approved by the Committee.

8. Applying for a berth

Applications for club owned berths are to be made at the LYC office. Applications are to be lodged on the form provided and must include an application fee of K200 (+ VAT). If a berth is not available in the size requested the applicants’ name will be placed on a waitlist and allocation will be made when a berth becomes available. The Committee reserves the right to allocate a berth smaller than the vessels L.O.A. (up to a maximum of 5% of berth size) in exceptional circumstances (the non-availability of the correct berth size), on the understanding that said vessel must be moved to the correct berth size should one become available.

9. Occupancy Agreement

All berth holders must enter into an occupancy agreement that states the terms and conditions relating to leasing a berth in the LYC marina. The LYC reserves the right to terminate occupancy agreements should a berth holder be in breach of any of the terms of the occupancy agreement and the defaulter will be required to remove his vessel from the marina.

10. Insurance policy

All vessels in the marina must be covered by a comprehensive insurance policy and a public liability of not less than K1, 000,000. It is a requirement for all occupants to provide LYC with a copy of a current insurance policy and yearly renewal receipts.

11. Applying for a change of berth

Should a berth holder wish to change berths the same procedure as applying for a berth applies.

12. Relinquishing a berth

Berth holders may relinquish a berth by giving 14 days notice to the LYC. Fees paid in advance beyond the 14-day notice period will be refunded in full.

13. Application for live-aboard status

Live-aboard guidelines are contained in the standard Occupancy Agreement, which is available at the LYC office. Applications for live-aboard approval are to be made in writing and the Committee will inspect the vessel to see if it meets with LYC criteria as is contained in the occupancy agreement with regard to the vessels suitability for use as a live-aboard. The applicant will be advised after an inspection is conducted. Broadly live-aboard status is restricted to vessels that are of a size and are suitably equipped to sustain prolonged periods of domicile, e.g. cruising yachts, large motor cruisers. Live-aboard status is intended for members of the LYC who are active boat users who wish to utilise the boat they use as a place to live. It is not intended as a place for people to live who do not actively use their boat, i.e. Caravan park syndrome. Owners may be requested to prove to the Committee that their vessel can be moved in an emergency. The Committee’s decision is final.

14. Payment of fees

Fees must be paid quarterly or annually in advance.

15. Maintenance of vessels

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 its berth, which may cause annoyance, inconvenience, damage or threat to other marina users or property lawfully within the marina. The Committee 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 its berth. No major maintenance is to be carried out on LYC property, unless the Committee has granted specific permission.

16. Trailered Boat Registration

Members who own trailered boats must pay a registration fee which is payable annually or on a pro-rata basis. This fee entitles the member(s) to use the ramp and to park their trailer and vehicle on LYC property where space permits. Upon payment of fee, a sticker will be issued which must be affixed to the boat in a prominent position. Boat registration cards, photos and compliance to LYC safety requirements must be in place before registration sticker is issued.

17. Trailered Boat Movements

When tied up to the old LYC wall boats may be parallel to the sea wall for the purposes of loading and unloading only. At all other times they must be tied bow or stern to the sea wall and are to depart promptly after launching. At the new marina trailered boats are to moor temporarily beam on to the ramp sides of arms B and C. Boats must depart promptly after launching and upon their return are to be removed promptly from the water and premises. Order of removal is to be on next trailer basis or as directed by the Duty Officer. Only trailered boats with temporary mooring approval, obtained by completing the Temporary Mooring Approval Form can be moored on the ramp sides of arms B and C, should space be available. A fee of K15.00 + V.A.T. per day or part thereof (if left overnight) will apply to all boats.

18. Domestics and boat maintenance staff.

For domestic and boat maintenance staff to work on member’s boats they must have an approved identification card. To obtain a card the boat owner must apply at the LYC on behalf of the employee. Boat employees must show their ID cards to security at the main gate and must carry them at all times. Any owner who terminates staff is asked to notify LYC Admin. (Preferably with reason why) and return ID cards ASAP. Employees are asked to vacate premises by 1800hrs each evening, unless there are special circumstances.

19. Visiting boats.

LYC will allocate berth space to visiting boats subject to availability and payment of a fee.

20. Safety.

Members and berth holders must comply with LYC safety standards. Fingers and pontoons must be kept clear of objects that could pose a hazard when boats are berthing. Fingers and pontoons must not be used for storage.

A 4-knot speed limit applies throughout the marina. International rules of navigation apply to all vessels manoeuvring in the marina i.e. vessels are to keep to the right – port side to port side. Boats entering the marina have right of way over boats leaving the marina. Extreme caution must be observed whilst leaving or entering the marina. All vessels in the marina must be equipped with the LYC standard safety equipment. The master of the vessel is responsible for the safety of all passengers.

Members and berth holders 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; unless with the prior written approval of the Club. Exceptions shall be small quantities of fuel in safe containers reasonably required for vessel operations, or approved liquefied petroleum gas cylinders.

21. Fuel Jetty

Members and berth holders 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. Vessels may occupy the fuel jetty for fuelling only, must fuel expeditiously and vacate immediately on completion unless approved by the Club Manager or duty officer. Vessels will be towed away from this area if these requirements are abused.

22. Fish

Members are not permitted to sell, or dispose of for reward, any fish caught during recreational fishing, nor are they permitted to clean any fish on club premises or on any boat moored in the marina.

23. Security.

Security guards are on duty. All security incidents must be reported to the club management.

24. Complaints.

All complaints should be in writing to the club Manager or Committee.

25. Storage.

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. This includes garbage, sails, chains, building materials etc. Pot plants are to be kept off the fingers at all times.

26. Multi-hulled Vessels.

Multi-hulled vessels that exceed both the standard width and/or standard length of a berth as set out in the Occupancy agreement shall be allocated and charged for two berths. The occupier may, with permission from the Committee sub lease a portion of the second berth to a small vessel.

27. Retention of Vacant Berth.

If the leaseholder does not own a vessel at the time of leasing the berth, or at any stage during his occupancy of this berth, he may on the approval of the Committee, sublease his berth to another member for a maximum of six months. If the leaseholder does not have a vessel after the six months limit has expired, the Committee may at its discretion reallocate this berth.

If a member leases a berth that is larger than the vessel that occupies this berth, on the basis that he wishes to purchase a larger vessel in the future, he may do so up to a period of 6 months. After 6 months, the Committee may at its discretion reallocate this vessel to a berth suitable for the size of the vessel & reallocate the original berth.

28. Temporary Occupation of Berths.

Before a non-registered marina occupier uses a marina berth of a registered marina occupier, the registered marina occupier must seek approval from the LYC Manager or Committee. Such approval will be limited to a period of one month. Thereafter the marina berth occupier may re-apply.

If an Occupier’s vessel is to be absent from it’s berth or mooring for a continuous period in excess of fourteen (14) days and has not applied for temporary occupation, then the Club manager is to be notified in writing of this and the expected length of absence.

In the vessel’s absence, the Club may allocate the berth/mooring to a visiting vessel, but ensure that it is available on the vessel’s return. Any charges to visiting vessels remain the responsibility of the Club and will be credited to the Occupier’s account at a rate of 50% of the income, but only where there is a minimum casual letting of one month or more, otherwise any charges less than a month will accrue 100% to the Club.

29. Occupation of Non-Allocated Berths.

At no time can any members’ vessel occupy a non-allocated (vacant) berth, without the written approval of the Manager or Committee. Should approval be granted, the member will pay the fee applicable to the berth size occupied on a daily basis. The maximum length of stay will be 2 weeks, after which time the member may re-apply. Should the member wish to remain in the berth after the expiration of the second 2-week term, then the member will be asked to apply for the lease of the berth on a more permanent basis. Should the berth in question be allocated whilst temporarily occupied, then the member temporarily occupying the berth will be asked to remove his vessel within 7 days of written notice from the Manager or the Committee.

30. Approved Tenders.

An approved tender is a tender that has been listed and approved on the Occupancy Agreement. Approved tenders (1 per berth only) must be moored correctly and must not be placed on the finger at any time. Tenders must be moored within the confines of the maximum length and width of the berth as designated in the relevant Occupancy Agreement.

31. Water Space and Access

Members and berth holders have access rights to all common waterways, walkways, pathways and roadways of the marina, with the following exceptions: - The ramp side of arms B & C is an area restricted to the temporary mooring of trailered day boats mooring beam on.

Anchoring, mooring by anchor, or mooring to the inside marina wall is prohibited. Mooring adjacent to the shore-side walkway is prohibited, except in the designated Weigh station and Pick-up/Drop-off areas. In these areas the vessel may be

temporarily moored to the walkway but must remain under close supervision of the skipper for the duration of its stay.

32. Maximum Acceptable Vessel Size and Displacement.

The pile sizes in the marina floating system Finger Berths will allow vessels up to a maximum displacement of 35 tonnes. Under no circumstances may this limit be exceeded. The Committee reserves the right, at any time, to place a limit on the size and/or displacement of vessels permitted to enter the Marina.

33. Impounding (calaboosing) boats for outstanding debts.

Should a debt be owed to the LYC on a boat or trailer the LYC reserves the right to impound (calaboose) the boat and/or trailer until the debt is settled. Members who wish to purchase a boat should check first with the club to see if any money is owing on the boat.

34. Procedure for placing vessels under Calaboose/General Lien.

Boats may be placed under general lien and calaboosed for non-payment of fees.

***The Committee may request a vessel to be calaboosed or placed under general lien.***

* The owner of a vessel that is to be calaboosed for non-payment of fees will be hand delivered a letter notifying the owner of the intention to exercise the right of lien for non-payment of fees.
* The owner will also be contacted by management to ensure the letter has been received. In the event that personal delivery is impossible then the letter will be sent pre-paid post to the last known address registered in the LYC membership records.
* A copy of the letter will be placed on the vessel.
* Any vessel that is illegally parked or moored, or for the avoidance of marina or any other fees, may be calaboosed. A warning letter may be placed on the vessel giving seven days notice of the intention to calaboose the vessel should it not be moved, removed or fees paid.
* Any vessel that is recommended to be calaboosed for non-payment of fees may be calaboosed and may at the discretion of the Committee be calaboosed before the owner is notified. A letter to this effect will be placed on the vessel and/or trailer immediately upon being calaboosed.

● **In the event that:**

1. **a vessel has been placed under general lien and calaboose;**
2. **outstanding fees are more than 3 months overdue;**
3. **the owner has been notified as above;**
4. **in the discretion of the Committee no valid excuse for non-payment has been given by the owner;**

**then the Committee shall have the authority to sell the vessel by public auction and to deduct any fees outstanding and all associated costs from the proceeds of sale.**

**● By entering into a Boat Registration Agreement with Lae Yacht Club in respect of the Vessel, and to have acknowledged compliance with the Lae Yacht Club By-Laws, the owner is deemed to authorize the Committee’s power of sale of the vessel in the circumstances referred to above.**

**BOAT REGISTRATION APPLICATION FORM**

**CLASS OF REGISTRATION: MARINA BERTH Complete Application Form**

 **BOAT SHED Complete Application Form**

 **HARDSTAND (Trailer Boat)**

 **PERSONAL WATERCRAFT**

**DATE OF APPLICATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF APPLICANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MEMBERSHIP NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FAX NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF VESSEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TYPE OF VESSEL: POWER BOAT**

 **YACHT**

 **PERSONAL WATERCRAFT**

**TENDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Description)**

**VESSEL DETAILS: \_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Construction)**

**COLOUR OF VESSEL HULL:\_\_\_\_\_\_DECK: \_\_\_\_\_\_\_\_BOTTOM:\_\_\_\_\_\_\_**

**\*\*DISPLACEMENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*LOA: \_\_\_\_\_\_\_\_\_\_\_ \*BEAM: \_\_\_\_\_\_\_\_\_ \*DRAFT: \_\_\_\_\_\_\_\_\_\_\_\_**

**\* LOA means Length Overall and includes bowsprit & marlin board or other extremity. \* Beam means maximum width.**

**\* Draft means draft when fully loaded with fuel and other normal loads.**

**All dimensions (to the nearest centimetre) must be measured physically by the owner and are subject to verification by the LYC Committee. Manufacturer’s nominal sizes are not acceptable.**

**\*\* Maximum displacement allowed on fingers is 35 tonne, no exceptions. Heavier vessels may use the Fore/Aft moorings.**

**COMMERCIAL OPERATION (x) CAT 1.: \_\_\_\_\_ CAT2.: \_\_\_\_\_ CAT3.: \_\_\_\_\_\_**

In order for this application to be processed, the applicant must:-

1. Be a current financial full member.

2. Not have any outstanding accounts with LYC.

3. Accompany this application with a K220.00 (+ GST) deposit.

LYC BOAT SAFETY REQUIREMENTS

**All Boats that are registered with the LYC are required to comply with all the safety equipment below. It is also a condition of Registration of all boats that Members are to sign an annual declaration that their boats comply with the requirements listed below. This process will take place annually in December each year and is a condition of approval of annual renewal of boats registrations.**

**The mandatory minimum safety equipment to be carried by Club boats is as follows:-**

1. **One life jacket (PFD1 rated) per person on board.**
2. **Serviceable 27MHz marine radio installation with marine antenna capable of transmitting and receiving on channels 92 and 95.**
3. **Safety Signals as follows :-**

**2 x parachute rockets**

**2 x hand flares**

**2 x hand smokes**

**1 x mini flare set with minimum 4 live cartridges**

**1 x sea dye marker**

**All above must be ‘in date’, packed in a yellow or orange waterproof plastic container, and stowed in an easily accessible, clearly marked, location in the rear of the boat.**

1. **Orange and black Vee Sheet.**
2. **Bailer/Bucket**
3. **Bilge pump for boats over 5mt.**
4. **Mirror for signalling.**
5. **Drinking Water (2 litres per person).**
6. **Fixed compass.**
7. **Navigation chart of area and LYC grid chart.**
8. **Fire extinguisher(s).**
9. **Two anchors (1 x sand 1 x reef).**
10. **Navigation and anchor lights.**
11. **Anchor line (min. 200mts)**
12. **Anchor chain (min. 4 mts).**
13. **Paddles or oars (applicable only to boats under 5mts).**
14. **First Aid Kit.**
15. **Basic tool kit.**
16. **E.P.I.R.B. (121.5/243MHz or 406MHz) stowed in an easily accessible, clearly marked, location in the rear of the boat.**

**The following safety equipment is highly recommended but not compulsory.**

1. **VHF Marine radio capable of operating on at least channels 16, 26, 73 and 84-international (repeater channel).**
2. **Pangtel registration of marine VHF and HF radios must be completed if fitted and a valid License to Operate must be held.**
3. **G.P.S.**
4. **Hand bearing compass.**
5. **HF Marine SSB radio. Recommended for boats operating outside a radius of 120 nautical miles.**
6. **406MHz E.P.I.R.B. Recommended for boats operating outside a radius of 120 nautical miles.**
7. **Satellite Phone. Recommended for boats operating outside a radius of 120 nautical miles.**

**SEARCH & RESCUE**

**APPLICANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMMITTEE MEMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The following safety regulations apply for all Club boats operating out of Lae.**

1. **Departure and arrival details must be entered by the designated boat skipper, who must be a full member, into the Club Logbook in the Radio Shack, for each departure/arrival at the LYC.**
2. **LYC calls radio skeds at quarter past the odd hour on Saturday pm, Sundays and Public Holidays. Skeds are called on channel 95 (27MHz) and channel 84(VHF). Boats logged out are required to respond to ALL skeds (on channel 95 if within 20miles of Voco Pt.) unless prior arrangements are made by radio with the duty officer/radio operator of the day. Boats not having made arrangements and not having responded to two(2) consecutive radio skeds may cause the initiation of a search process, with boat owners becoming liable for all associated costs and/or fines.**
3. **Boats are required to maintain a listening watch on channel 95(27MHz) at all times for safety reasons. A listening watch on channel 84(VHF) is desirable but only mandatory when channel 95 reception is poor.**
4. **Coastal Radio Station Zulu Base normally keeps a radio watch from 0700 to 2200 daily on channel 92(27 MHz) and channel 84 (VHF). Club boats should contact Zulu Base and advise their intentions when departing outside of Club radio sked times. Channel 84(VHF) is the preferred frequency for contact with Zulu Base (assuming it is operational).**
5. **It is a condition of membership that all full members are to carry out Radio Duty as directed by the S.A.R. Officer and Executive Committee. Should the Full Member find that he/she is unable to carry out the radio duty as directed, it is his/her responsibility to find a suitable replacement. The S.A.R. Officer should be advised in this instance, but is not responsible for finding replacements.**

**Note:- LYC Regulation No. 5 “The Committee has the power to impose fines as it sees fit , for breaches of these regulations and/or the LYC Boat Safety Requirements”.**

**LYC COMMERCIAL POLICY**

The LYC marina is a facility for members and a limited number of members have requested that they be allowed to operate their boats on a commercial basis from the marina. The committee has considered this and prepared the following guidelines and conditions, which include a licence fee, to allow commercial operation by approved members.

Many members take out guests who contribute to the operating costs of the members’ boat. It is not the intention of the club that people in this category are classified as commercial operators. For the purpose of LYC policy the following definition of Commercial Operation applies.

COMMERCIAL OPERATION DEFINITION

Category 1. Boats owned and operated by LYC members when their boat is used for commercial purposes where a commercial \*fee is charged for the use of said vessel and when such operation forms the main source of the members’ livelihood.

Category 2. Boats with permanent berths owned and operated by LYC members who may or may not own a registered company for the chartering of their vessel on a “casual” basis, where a commercial \*fee is charged for the use of said vessel.

Category 3.Trailered, registered boats owned and operated by LYC members who may or may not own a registered company but charter their vessel out on a “casual” basis, where a commercial \*fee is charged (eg. daily dive charters).

\*A fee is deemed commercial when it is intended to make a profit.

**Members who fall into the above categories are required to meet the following conditions:-**

COMMERCIAL CONDITIONS

* That commercial operation of the vessel from the LYC Marina is not in contravention with PNG Harbours Board or Government regulations, licences or approvals.
* Applications in writing to operate on a commercial basis must be made to the LYC Committee.
* Boat is in survey for the purpose used.
* Skipper holds appropriate licenses.
* Boat is insured for the purpose used.
* Club is indemnified from loss or injury.
* Members must accept responsibility for, and properly supervise, all non-members whilst on LYC property.
* In the case of members who use a skipper, said skipper must be nominated by the member/employer for full membership of the Club.
* A licence fee of 25% of the full-annualised berth charge is applicable, payable annually in advance for boats in category 1.
* A licence fee of 10% of the full-annualised berth charge is applicable, payable annually in advance for boats in category 2.
* A licence fee of K200.00 (+ VAT) is applicable, payable annually in advance for boats in category 3.

**MARINA BERTH APPLICATION FORM**

**DATE OF APPLICATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF APPLICANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MEMBERSHIP NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF VESSEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TENDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Description)**

**COMMERCIAL OPERATION (x) CAT 1.: \_\_\_\_\_ CAT2.: \_\_\_\_\_ CAT3.: \_\_\_\_\_\_**

In order for this application to be processed, the applicant must:-

1. Be a current financial full member.

2. Not have any outstanding accounts with LYC.

3. Accompany this application with a K200.00 (+ VAT) deposit.

4. Have completed the Occupancy Agreement with all necessary attachments.

Please note the following:-

1. **If a berth is not available then the request will be placed on the marina berth waitlist until such time as a berth is available. Position on the waitlist will only be confirmed when all documentation and payments have been certified correct by the Club. Acknowledgment to****the request will be made in writing by LYC, stating the position on the waitlist.**
2. The member will be notified in writing when a berth is available. Fees for this berth will be calculated from the date of berth availability advised in this notice. The appropriate quarterly or annual fees must be submitted before that date.
3. If paying on a quarterly basis, the current quarter berth fees, pro-rata must be paid. If the berth has been allocated 30 days or less, before the next billing period the following quarter fees must also be paid.
4. The LYC may at its discretion, allocate a berth larger or smaller than originally requested. The member may accept this berth at the larger berths rate or smaller plus loading as specified in the regulations, or the member may be placed back on the waitlist for the berth size that was originally requested.
5. If the member accepts the offer for a larger or smaller berth, the member will remain on the waitlist for the next available berth at the requested size.
6. If the LYC offers the correct size berth, and the member rejects this berth, however wants to remain on the waitlist, the member may do so, and will be placed on the bottom of the waitlist.
7. If the vessel exceeds the maximum width of a berth (eg. multi-hulled vessel) The LYC may (at its discretion) allocate two berths for this vessel. The member will then be responsible for payment of both berths. The member may, with permission from the LYC sub lease a portion of the berth to a smaller vessel.
8. If the member does not own a vessel at the time of leasing the berth, or at any stage during their occupancy of this berth, they may on the approval of the LYC, sub-lease their berth to another member for a maximum of six months. If the member does not have a vessel after the six months limit has expired, the LYC may at its discretion reallocate this berth.
9. If a member leases a berth that is larger than the vessel that occupies this, on the basis that they wish to purchase a larger vessel in the future, they may do so up to a period of 6 months. After 6 months, the LYC may at its discretion reallocate this vessel to a berth for the size of the vessel & reallocate the original berth*.*

MARINA BERTH CHECKLIST

(Management use only)

 NAME OF OWNER

 NAME OF VESSEL

**BERTH NO.**

**Marina Berth Application completed, with fee Yes/No -------Initial**

**Occupancy agreement (signed by Committee/Manager) Yes/No -------Initial**

**Photograph of vessel (in colour) Yes/No -------Initial**

**Copy of insurance (expiry date -----/-----/------)Yes/No -------Initial**

**LYC safety equipment checklist complete Yes/No -------Initial**

**Electricity meter reading (date -----/------/-----)Yes/No -------Initial**

**Previous berth owner final billing (berth/electricity) Yes/No -------Initial**

**New owner billed Yes/No -------Initial**

**Deposit for berth refunded or credit Yes/No -------Initial**

**Does vessel require live aboard status Yes/No -------Initial**

**COMMENTS -------------------------------------------------------**

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OCCUPANCY AGREEMENT

# BETWEEN The Lae Yacht Club Incorporated and:

**THE OCCUPANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MEMBER No. & YEAR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**of ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## **ITEM ONE: THE VESSEL**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LOA\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Draft: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Beam\*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\*LOA means Length Overall including bowsprit and marlin board or other extremity. Beam means maximum width. Draft means Draft when fully loaded with fuel and other normal loads. All dimensions (to the nearest centimetre) must be taken physically by the owner and are subject to verification by the LYC committee. Manufacturer’s nominal sizes are not acceptable.**

**Displacement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Maximum allowed for Finger Berths - 35 tonnes)

**Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Tender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\* Safety Equipment: Detailed current inventory of Vessel’s safety equipment is attached.**

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

**\* Insurance: Copy of current insurance policy for vessel is attached.**

**\* These items *must* be attached to agreement or berth application cannot be processed.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## **ITEM TWO: THE BERTH**

**Arm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Berth No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ITEM THREE: THE TERM

**Commences: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Terminates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## **ITEM FOUR: MAXIMUM DIMENSIONS**

**10m berth: length 10m overall width 4.0m overall**

**12m berth: length 12m overall width 4.4m overall**

**13m berth: length 13m overall width 4.7m overall**

**14m berth: length 14m overall width 4.8m overall**

**15m berth: length 15m overall width 5.0m overall**

**18m berth: length 17m overall width 5.4m overall**

**20m berth: length 20m overall width 5.8m overall**

**21m berth: length 21m overall width 6.0m overall**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

ITEM FIVE: FEES

Fee applicable to Vessel dimensions : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fee applicable to Berth occupied : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fee charged : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Note that the fee charged may be changed at any time subject to LYC by-laws and regulations.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**This agreement witnesses as follows:**

DEFINITIONS:

 **“Vessel” means the vessel described in Item 1.**

 **“Berth” means the berth described in Item 2.**

 **“Term” means the duration of the rental period described in Item 3.**

 **“Member” means a member of the Club.**

 **“Club” means the Lae Yacht Club Incorporated.**

THE OCCUPANCY:

The Occupant must be a full member.

The Club does hereby allow the Occupant, subject to the conditions hereinafter appearing, to occupy the Berth for the Term, for the purpose of the Occupant using the Berth to locate the Vessel nominated by the Occupant, so long as the Vessel shall be within the maximum dimensions as set out in item 4 and the Vessel is approved by the Club.

The Term of the Occupancy period shall commence on the date specified in Item 3.

The Occupant shall pay quarterly or annual marina fees in advance, these fees are described in Item 5. 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 calaboose and/or 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.

TERMINATION

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 is no longer required. 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

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 Club constitution, by-laws of the Club, or by any Law 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 to extend beyond the maximum permitted dimensions of the Berth as set out in Item 4, 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. 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 shall terminate forthwith and the Club shall be entitled to re allocate the Berth.

VACATION

The Club reserves the right to use the Berth or require the Occupant to vacate the Berth if necessary to allow repairs and maintenance to be carried out or in circumstances where the Club deems vacation necessary. The Occupant shall permit the Club to relocate the Vessel if he is not in a position to do so.

Vessels at the marina may be moved by the Club for good reason at its discretion and at the risk of the occupant to any other part 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 and the Occupant’s occupancy thereof.

WATER SPACE AND ACCESS ONLY

This agreement extends to the allocated water space of the Berth 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

Securing of the vessel is the sole responsibility of the Occupant who shall ensure that the vessel is safely secured at all times and does not become a hazard to other marina users. Mooring ropes, chains, and other means of securing the Vessel 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 for any damage caused to the vessel or other vessels in the marina as a result and the Occupant shall keep the Club indemnified against all claims there from.

NO ALTERATIONS

The Occupant will not alter or modify the Berth 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/waste water 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) Vessel Deck Length is minimum of 36’ or 10.97m.

(ii) Vessel must be seaworthy and of conventional seagoing construction, and so endorsed by the Committee. Craft constructed primarily as floating accommodation will not be accepted.

(iii) Vessel must be kept clean, tidy and in a good undamaged condition.

(iv) Shower/Toilet cubicle must be fitted.

(v) Boats shall not discharge any untreated sewage or otherwise empty latrines into Marina. Unless fitted with Holding tanks or Lectra Sans (or similar), occupants must at all times utilise the onshore facilities provided.

(vi) Cooking (i.e. 2 Burner/hot plate stove or microwave), Refrigeration, Water Storage & Water Distribution facilities in working order are provided on board.

(vii) Permanent berths/bedding for the number of approved persons are provided on board.

(viii) Vessel has an operational internal engine(s) capable of adequately manoeuvring the vessel.

(ix) Vessel is equipped with an Approved Shore Power connection.

(x) The Occupant may permit member 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, 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.

(xi) 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.

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

(xiii) Laundry of any type or any item of a personal nature shall not be hung out in public view aboard any vessel or on any jetty.

(xiv) That the Vessel and occupant meets the general criteria set out in Regulation 7 of the Marina Hand Book.

(xv) That the Occupancy Agreement for members granted live-aboard status be reviewed by the Committee annually.

NB: These conditions constitute the minimum requirements. Should a visiting boat apply for liveaboard status then the LYC Committee has the power to amend such conditions temporarily dependent upon the vessel’s configuration and length of stay.

UNACCOMPANIED CHILDREN

The Occupant shall not permit or allow children under the age of twelve (12) years 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 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 internal marina harbour walls or in designated “No Swimming” or “No Fishing” areas are 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, International Navigation Protocols and other directions of the Club at all times and will equip, maintain and operate his Vessel in a responsible and seamanlike manner. It shall be the responsibility of the Occupier to provide, and maintain in good repair, mooring lines and warps and to moor the vessel in a proper and correct fashion.

STORAGE ON SHORE

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

MOVEMENTS OF BOATS

The Occupant is responsible for the movement of the Boat. Every Boat in the LYC Marina must move out of the Marina every 3 (three) months. If the Boat fails to move every 3 (three) months from the LYC Marina, the LYC Committee will have the authority to remove the Boat from the LYC Marina, at Boat Owners cost.

NO ALCOHOL

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

SAFETY

The Occupant shall not store motor spirit, petroleum products, fuel, oil, liquefied 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 of fuel in safe containers reasonably required for small outboard engines or stoves, or approved liquefied petroleum gas cylinders.

Gas cylinders may only be stored on board in a sealed compartment with access only from the top and with drain-off vent(s) only to the outside of the vessel’s hull.

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 or any other part of the facilities of the marina and the Club shall not be liable 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 one million kina (K1, 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 Berth. 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 the LYC Constitution, all standing orders, regulations, protocols and LYC by-laws from time to time applicable to the use of the Berth 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 LAE YACHT CLUB INCORPORATED

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WITNESS** **WITNESS**

### Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A**

**Marina Mooring Fees and Charges**

**Per Attached Sheet**

**Appendix B**



 **Appendix C**

LAE YACHT CLUB Inc.

**BOAT AND SAFETY INFRINGEMENT NOTICE**

Boat Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Infringement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Infringement:

 1. Failure to complete Departure/Arrival details

 in the LYC Departure/Arrival Register FINE K50.00

 2. Failure to have operational VHF Radio on board

 with LYC Channel 84 FINE K50.00

 3. Failure to respond to two (2) consecutive radio

 skeds without notifying LYC FINE K50.00

4. Failure to have designated compulsory safety

equipment on board. FINE K50.00

 5. Failure to observe four (4) knot speed limit within

 Voco Point cove and the marina. FINE K50.00

 6. Failure to remove boat from temporary Berths

(according to the LYC Boat Owners Rules & Regulations)

promptly on launching or on return FINE K77.00

 (Daily Rate to be charged)

 7. Failure to carry out rostered radio duty (or arrange

 suitable substitute operator). FINE K100.00

 8. Failure to have a current Boat Card on file at

 Marina Magic System FINE K100.00

 9. Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All fines to be paid to Club Manager within seven (7) days of notification or suspension of membership privileges may be incurred. All fines proceeds are deposited in the Club’s Search and Rescue account and used only for search and rescue activities.

For the Committee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_