

BERTHING CONTRACT

BERTH : _____ BERTHING RATE: _____
BOAT NAME : _____ ARRIVAL DATE: _____ TIME: _____
PORT OF REGISTER : _____ DURATION OF STAY: _____
REGISTRATION #: _____ LAST PORT OF CALL: _____
TYPE: Power / Sail / _____ HULL: Mono/ Cat / Trimaran / _____
BUILD: FRP / ALUMINUM / STEEL / _____ BUILDER: _____
LOA (M / F) : _____ DRAFT (M / F): _____
BEAM (M / F) : _____ DISPLACEMENT: _____

NOTE : *Original documents required for verification, original port clearance document to be kept by management*

1. Boat Registry
2. Port Clearance
3. Insurance
4. All Passport (owner/captain/crew and passengers)
5. Letter of Indemnity (In case of insurance lapsed, to be renewed within 14 days)

NAME OF OWNER / CAPTAIN: _____
NRIC / PASSPORT No: _____ NATIONALITY: _____
ADDRESS: _____
EMAIL: _____ TELEPHONE CONTACT: _____
BANK NAME : _____
ACCOUNT NUMBER FOR REFUND : _____

BERTHING REQUIREMENTS:

ELECTRICITY SUPPLY:(Y / N) POWER REQUIREMENT: _____ Ampere
Kwh Meter Reading(start): _____ Kwh Meter Reading(end): _____
INDUSTRIAL PLUG REPLACEMENT RM50/16A, RM75/32A, RM100/63A WATER SUPPLY:(Y / N)
PARKING FOR MOTOR VEHICLE AT THE MARINA: (Y / N) Reg. # _____
ACCESS CARD: 1. _____ 2. _____
DEPOSIT RM50 EACH 3. _____ 4. _____





INSURANCE DETAILS:

COMPANY: _____ POLICY NO. : _____

SUM INSURED: _____ EXIPRY DATE : _____

EMERGENCY / BENEFICIARY CONTACTS:

NAME : _____ NATIONALITY : _____

RELATIONSHIP : _____ TELEPHONE : _____

EMAIL : _____ OTHERS : _____

ADDRESS : _____

PAYMENT DETAILS:

CREDIT CARD / ONLINE BANKING (**MAYBANK** BANDAR BARU PERMAS JAYA BRANCH, SWIFT CODE **MBBEMYKL** ACCOUNT NUMBER **551294 606427**)

Daily / Monthly / Yearly Berthing Payment : RM _____

Refundable Berthing Deposit : RM _____

Refundable Electricity Deposit : RM _____

Dinghy Placement on Pontoon Finger 10% of berthing surcharge : RM _____

Refundable Access Card Deposit : RM _____

Miscellaneous items _____ : RM _____

TOTAL: RM _____

*I confirm that the above particulars are true and correct, and I agree to abide by the **Rules & Regulations** of the **SENIBONG COVE MARINA**. I also acknowledge and agree that I am berthing the above boat in the marina entirely at my own risk and will hold harmless the management and owners of the marina, **STRAITS WATERFRONT MARINA SDN BHD** and / or the landowners, **SENIBONG COVE DEVELOPMENT SDN BHD**.*

I received a copy of Berthing Contract with Marina Rules and Regulations, I had read, understood and agreed to the terms and conditions and comply **at all times**.

Name	Signature	Date



BERTHING CONTRACT

RULES AND REGULATIONS

Senibong Cove Marina located in the state of Johore and all boaters and visiting yachts berthing in the marina are subjected to the Laws of the State of Johore and the Malaysian Federal law.

Under the Malaysian Federal Law, possession of firearms and trafficking of drugs carries the mandatory death penalty. If you have firearms on board, please declare it at the customs upon entering Malaysia.

Islam is the main religion in Malaysia and observance of dress code and conduct in public places according to the tenets of the religion is advised. The local authorities have zero tolerances for any insult (jokes or otherwise) or prejudices or racist remarks made publicly against Islam, Muslims, the Sultan and the Agung and offenders are often severely dealt with.

TERMINOLOGY

"Marina" shall mean and include the Marina Pontoon and all the common area in the immediate surroundings including the Marina Sales Gallery and its facilities and shall also include the surrounding waters of Senibong Cove Marina

"Management" shall also include duly authorized representatives of Straits Waterfront Marina Sdn Bhd and Senibong Cove Development Sdn Bhd.

"Berth Holder" or "Vessel Owner" shall mean any person leasing a slip or other space in the Marina including Lessee and sub-Lessees whether they be owners or the master or the managers of the vessel.

"Common Areas" shall mean the parking lot, drive aisles, piers, docks, picnic areas, bulkheads, public dock space and walkways within the Marina and its surroundings.

"Defaulter" means any vessel owner who fails to pay their berthing fees more than 30 days from the invoice.

Initial : _____ Date: _____



MARINA RULES & REGULATIONS

These Rules & Regulations shall apply to each Berth Holder / Vessel Owner and their guest, families, employees, crew contractors, agents, and vessel managers.

- 1) Regardless of check-in time, the check-out time shall be before 12.00pm, on or after 12.01pm will be chargeable as an additional day.
- 2) Berth Holder understood and accepted that documents and particulars given is true and accurate for CTOS Assessment, Defaulter will be blacklisted on CTOS, and or legal actions will be taken.
- 3) All vessels in the Marina must be seaworthy and insured with comprehensive or 3rd party liability of RM1,000,000.00 and in compliance with all local and international maritime regulations. It is the responsibility of the Berth Holder to keep his vessel in good condition that it does not become unsightly or unsafe to others.
- 4) **All intending Berth Holders** is required to inform the Management at least **3 working days in advance** prior to Check-in, for **Port Clearance Document** preparation and agent assignment, same applies to Check-out procedure.

Berthing Contract to be signed by Berth Holder / Vessel Owner upon arrival and original documents required for verification, and Original Port Clearance Document to be kept by Management

- a) **Original copy** of Boat Registration
- b) **Original copy** of the last port clearance & customs clearance
- c) **Original copy** of insurance
- d) **Original copy** of crew list with Passports / NRIC of all on board

Payments could be made **Online** before checking in "or" on arrival via **Credit Card** at Marina Office, **we do not accept Cash payments.**

Marina Office operation hour Monday – Friday 8.30am to 5.30pm, will be closed on Public Holidays.

- 5) All Berthing deposit will be refunded within 14 working days after checking out date, subject to bank transaction schedule. We do not refund in cash.
- 6) Berth Holder is permitted to store a Dinghy on the extreme end of Pontoon Finger pier with additional 10% surcharge on top of berthing fee, but not allowed to place Dinghy on main walkways to cause obstructions.

Initial : _____ **Date:** _____



7) **PROHIBITED ACTIVITIES**

- I. NO CARGO LOADING AND UNLOADING, except with custom department approval, and permitted activity hour from 6.00am to 6.00pm only.
 - II. NO RENOVATION / MAJOR REPAIR WORKS, except with management approval & security deposit **RM5000 paid.**
 - III. NO BUNKERING SHIP TO SHIP / SHIP TO SHORE, strictly prohibited.
 - IV. NO COOKING, BBQ, SPORT ACTIVITIES ON MARINA PONTOONS.
 - V. NO SWIMMING / JUMP DIVING from boat / yacht, piers, docks, and bulkhead.
 - VI. NO OBSTRUCTION ON PONTOON FINGER OR WALKWAY. Storage of personal belongings on common area is subjected to storage fee of **RM100 per day.**
 - VII. NO SOLICITING, SALES VISIT OR BOAT HOPPING, such action would disturb other boater's privacy.
 - VIII. NO ADVERTISING BANNERS, except with management approval
 - IX. NO NOISE OR LOUD MUSIC, no more than 82dB(A) measured 1 meter away.
 - X. NO AMUNITION, EXPLOSIVE, OPEN BURNING, HAZARDOUS MATERIALS, no test or display FLARE / FISHING SPEAR GUN, or other equipment having possibility of injuring others.
 - XI. NO SPEEDING, limited to 4 knots in marina basin.
 - XII. NO PETS IN MARINA COMMON AREAS, pets may remain inside the vessel only.
 - XIII. NO LITTER, all refuse to be disposed at the nearest recycling bin.
 - XIV. NO PARTYING WHILE BERTHING IN MARINA, not to disturb other boaters.
 - XV. NO TYRES FENDERS, it will leave black mark on pontoon gunwale.
 - XVI. NO FISHING IN MARINA BASIN.
- 8) Fresh Water Supply is provided for **FREE**, conservation shall be practiced, if found Berth Holder use punctured water hose, loose connector and water is wasted, **Penalty of RM50** per occurrence will be imposed and billed into your berthing invoice.
- 9) The berth holder agrees that he is responsible for crew and passengers, guests and crew's action or inaction that may cause any damages, disturbance, to the interest of safety, privacy, and security.
- a) Only Berth Holder and their passengers and crew are allowed within the pontoon area.
 - b) Guest of Berth Holder must be accompanied by Berth Holder unless prior notification has been given in writing to the management.
 - c) Guest and crew must have the express consent of the Berth Holder to be allowed in the marina.
- 10) The Berth Holder / Vessel Owner authorizes Management to remove Vessel that had been deemed discarded or endangering other users of the Marina or move to another slip for whatsoever reasons as it deems fit. Berth holder is not permitted to relocate their boats without written permission from the Management.
- 11) The Management reserves the absolute right to Change or Alter Berthing Contract Terms and Regulations or Pricing Rates at their discretion.

Initial : _____ Date: _____



- 12) The Management reserves the right to Chain or Lock up Defaulter's boat without notification, will be unlock after full payment is made. Management is NOT responsible for any loss or damages caused.
- 13) Continuance berthing subject to Managements consent and 3-month deposit "or" sign up for yearly berthing.
- 14) The Management shall issue FIRST NOTICE to Defaulter then REMINDER via email after 14 days, finally LETTER OF DEMAND / LEGAL ACTION after another 14 days. If the outstanding is not settled in full within 3 months from the date of the FIRST NOTICE, and or the Defaulter is totally uncontactable or no response from Berth Holder, the Berthing Contract Automatically Terminated and Management reserves the right to dispose / auction the boat.
- 15) In the event of Berth Holder / Vessel Owner passed away, Management shall refer to Berthing Contract, Page Two (2) paragraph Two (2) for EMERGENCY / BENEFICIARY CONTACTS for ownership transfer or other arrangements, with berthing and other utilities billing settlements.
- 16) The berth holder agrees that he is berthing the boat entirely at his own risk and acknowledges that the marina management, Straits Waterfront Marina Sdn Bhd and/or the landowners, Senibong Cove Development Sdn Bhd., IS NOT responsible for any loss, and/ or damages to the boat, its content or person(s).

The Management

STRAITS WATERFRONT MARINA SDN BHD

Initial : _____ **Date:** _____



STRAITS WATERFRONT MARINA SDN BHD
N-01, BLOCK N, PINGGIRAN SENBONG,
TELUK SENIBONG, 81750 MASAI,
JOHOR, MALAYSIA

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VHF : CHANNEL 11

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