

THE SUBIC BAY YACHT CLUB, INC



1. Reciprocal Benefits

1.1 For all members of a Home Club

2.1.1 Members of each Home Club (such members are hereinafter called "Reciprocal Member") shall be entitled to use the facilities and enjoy Host Clubs' members' privileges and benefits subject to the following terms and conditions:

a. any conditions, limitations, restrictions of their own membership privileges at their Home Club;

b. compliance and observance of the Rules and Regulations, By-Laws of the Host Club; including applicable laws and regulations relevant to the governing Host Club and its location;

c. the availability of the facilities of the Host Club at time of visit; and

d. All such other terms and conditions contained in this Agreement

1.1.2 Each Reciprocal Members shall be permitted to use the Host Club's facilities under this Agreement free of Host Club's subscription fees up to an aggregate of 30 days in any one calendar year, always subject to availability. Any use of the Host Club in excess of the 30 days aggregate period shall be expressly subject to:

a. The approval of the General Manager (or officer holding an equivalent position) of the Host Club, and

b. The Reciprocal Member paying the Host Club's monthly subscription charges and/or other relevant fees as shall be charged by the Host Club at its sole discretion

1.1.3 Each Home Club shall inform the Host Club the list of Reciprocal Members that are visiting Two (2) days prior. Each Reciprocal Member shall arrange in advance following the Club procedures for Reciprocal Clubs and shall produce a valid Reciprocal Card/Membership Card and letter of introduction issued by Home Club together with passport to the Host Club Reception for registration (signing in) before using the Host Club's facilities. This Reciprocal card/membership card and letter of introduction is not transferrable.

1.1.4 Privileges extended to Individual Reciprocal Members may be cancelled, by the Host Club, without notice for failure of the Reciprocal Member to comply with the Rules & Regulations, and By-Laws of the Host Club.

1.1.5 Reciprocal Members, who are either residents or citizens of the country where the Host Club is located or "Absent" members of the Home Club, shall NOT be eligible or entitled to privileges under this Agreement at the Host Club.

1.1.6 Any incident or dispute arising at the Host Club, involving a Reciprocal Member, shall be governed by the respective laws of the country where the Host Club is located. A Host Club expressly disclaims any and all liability (to the furthest extent permitted by law) to any Reciprocal Member arising from any breach or non-compliance with the Host Club's rules and regulations, by-laws, and any applicable laws and regulations governing the Host Club. Any and all disclaimers made herein by a Host Club in respect of Home Club Members shall be sufficiently communicated to the Home Club Members by the Home Club.

1.2 For the President/ Chairman/ Commodore of the Home Club

1.2.1 The Host Club shall, as far as is reasonably practicable, accord the visiting Home Club's President and/or Chairman/Commodore treatment, while he is at the Host Club, which is equivalent to the treatment given to the Host Club's own President or Chairman.

1.2.2 The President and/or Chairman/Commodore and his or their respective immediate family members for the time being of the Home Club shall have the privilege to use/host personal and social functions in the Host Club as and when available at Host Club, member's rate.

1.2.3 The Host Club shall grant complimentary use of Host Club's accommodation(s) (subject to availability) for the President and/or Chairman/Commodore of the Home Club of up to 10 days per calendar year. This privilege is personal to the President and/or Chairman/Commodore, non-transferable, and can only be used if such President and/or Chairman of the Home Club is actually visiting the Host Club.

1.2.4 The Host Club shall provide complimentary berth for the President/Chairman/Commodore of the Home Club of up to 7 days per calendar year. This privilege is personal to President/Chairman/Commodore, and is non-assignable, non-transferable, and can only be used if the President/Chairman of the Home Club is actually visiting the Host Club.

1.2.5 For the avoidance of doubt, the President and/or Chairman/Commodore of the Home Club shall also have privilege of Home Club members, at the Host Club, as further set out at clause 2.1 above.

1.3 For the General Manager of the Home Club

1.3.1 For the avoidance of doubt, the General Manager of the Home Club shall also have privilege of Home Club members, at the Host Club, as further set out at clause 2.1 above.

2. Mutual Co-Operation and Assistance

3.1 Parties agree with each other to use their best endeavours to mutually co-operate with each other for mutual benefit and overall success of the objectives of this Agreement.

3.2 Parties intend also to arrange and organise joint marketing and/or promotional campaigns for both clubs. Where both Club's marketing materials and sales collateral (including any other general promotional materials) refer to the other Club, the first mentioned Club shall submit such materials to the other Club for prior written approval.

3. Payment Mode

4.1 Reciprocal Member may not sign, or obtain credit, for any expenses and purchases at the Host Club. All payments shall be made, prior Reciprocal Member leaving, in cash or acceptable credit cards to the Host Club. Each Reciprocal Member shall remain liable for all obligations, and be wholly responsible for all charges incurred at the Host Club.

4. Conditions as to Berthing

5.1 All visiting vessels of Reciprocal Members shall be registered with the Berthing Controller or Dock Master of the Host Club.

5.2 The Reciprocal Member shall pay all relevant berthing fees and related charges at the Host Club member's rates, up to a maximum of 30 days per calendar year and all such charges will be at full visitor's rates thereafter subject to availability.

5.3 All visiting vessels shall fly their Home Club's pennants or burgees while berthed at the Host Club.