

BoatU.S. TRAILER ASSIST® TOWING SERVICE AGREEMENT

BoatU.S. TRAILER ASSIST, for boat trailering breakdowns, provides a range of benefits to an enrolled MEMBER in good standing, 24 hours a day, seven days a week. Trailer Assist includes PAID SERVICES up to \$50, included with BoatU.S. basic Membership, or UNLIMITED included with BoatU.S. Trailering Club. UNLIMITED includes payment to have Member's tow vehicle and/or boat trailer serviced on the road or towed to the nearest repair facility or safe location up to 100 miles from the breakdown location.

PAID SERVICES include payment for:

- **24-Hour Dispatch Assistance** – 1-800-391-4869 for calls in the United States and Canada.
 - **Towing** – If either the towing vehicle or Member's boat trailer are disabled (or stuck at a ramp) while engaged in Trailering the boat, and cannot be serviced on the roadside, payment will be made for the vehicle and/or boat trailer to be towed to the nearest repair facility, or safe location.
- **Flat Tire Assistance** – Member's spare tire (mounted on a wheel) will be placed on the hub, or air will be added if the flat tire is not punctured while Trailering the boat. As an added benefit, after first thirty days of enrollment, flat tire assistance will be provided for a Member's boat trailer when disabled at its normally kept "home" location.
- **Battery Boost** – A service vehicle will provide a jump start if Member's towing vehicle will not start, leaving the towing vehicle and boat trailer stranded away from home.
- **Fuel Delivery** – A fuel supply will be delivered where possible, if Member's towing vehicle runs out of fuel while trailering Member's boat. Member is responsible for the cost of the fuel.
- **Lockout** – If Member's ignition key is locked within the towing vehicle, while Trailering Member's boat, a service person will attempt to gain entry into the passenger compartment.

RESTRICTIONS AND EXCLUSIONS TO PAID SERVICES. Paid Services apply to Member's boat trailer or towing vehicle when either suffers a breakdown while trailering the boat in the United States, Canada or Mexico. "Trailering the boat" is defined as towing the boat's trailer to and from the boat as well as using the trailer to move the boat. Member's "boat trailer" is defined as a boat trailer legally owned, registered, licensed and operated by Member for personal boating recreation. This Towing Service Agreement does not include: cases involving pre-existing conditions; vehicles, boats or boat trailers which are rented, borrowed or engaged in commercial activity; activities other than Trailering Member's boat.

In an emergency situation, Member must contact a government agency. This Towing Service Agreement is not a promise of rescue and is not an insurance policy and provides no indemnification for liability or damages arising out of injury to persons, vehicles, trailers, boats or property. Service Providers utilized by BoatU.S. are independent contractors and are not employees of BoatU.S. or its affiliates. Liability for loss, damage or unsatisfactory workmanship remains with Service Provider.

BoatU.S. will dispatch a Service Provider to complete the above listed Paid Services where available. If dispatch is not successful or the breakdown occurs in Mexico, Trailering Club Members will have the option of having the boat trailer and/or towing vehicle towed to the nearest repair facility or safe location within 100 miles of the original breakdown and receive reimbursement for Paid Services up to U.S. \$500. For tows over 100 miles, a maximum payment of U.S. \$500 will be made for BoatU.S. Trailering Club Members.

This Towing Service Agreement does not provide payment for: repairs; diagnosis; battery charging; the delivery or cost of parts to the disabled vehicle or boat trailer; more than one service vehicle; service at a repair facility; towing of the trailer from, or vehicle related breakdowns at, a Member's home, a storage facility or a repair facility; cases where insurance or other prepaid towing services are paying for the same incident; wreck removal due to highway accidents or other cause. Paid Services listed in this agreement may be restricted due to height & width restrictions of the vehicle, boat and or trailer and may vary based on State, Canadian Province and/or Federal Department of Transportation regulations.

This Towing Service Agreement is not intended to replace proper use and maintenance of Member's boat, boat trailer and towing vehicle. BoatU.S. may, at its sole discretion, withdraw this Towing Service Agreement for abuses including excessive use. This Towing Service Agreement becomes effective at 11:59 PM on the date of purchase and expires concurrent with BoatU.S. Membership.