

BoatU.S. ON WATER

COMMERCIAL TOWING SERVICE AGREEMENT

This Agreement is applicable throughout United States, Canada and Reimbursement Worldwide.

BoatU.S. ON WATER COMMERCIAL TOWING provides a range of PAID SERVICES which apply to either a single commercial use boat belonging to or a recreational boat being delivered under hire by, an active dues paying MEMBER, in good standing, when using BoatU.S. Licensed Towing Companies.

PAID SERVICES include: non-emergency towing from the point of breakdown at sea to port of choice; at sea battery jumpstarts, delivery of fuel or engine fluids or basic engine parts, to avoid a tow and subject to availability; soft ungrounding assistance; towing the disabled boat immediately after breakdown from a Restricted Use Dock to the boat's homedock or closest repair facility; within responding BoatU.S. Licensed Towing Company's Service Area.

SERVICE AREA is defined as 25 miles from a Licensed Company's port. Extended OFFSHORE SERVICE AREAS, are available in many locations and can be found online at BoatUS.com/towing or by calling the BoatU.S. Towing Department at **1-888-391-4869**. A Restricted Use Dock is defined as a non rental dock from which the boat must move immediately including fuel and restaurant docks. A Non-restricted Use Dock is defined as the boats home dock, rental dock and or a dock from which the boat is not required to move immediately.

PAID SERVICES apply to: a single commercial use boat named on the Membership record or a recreational boat being delivered under hire by the delivery captain named on the Membership record. If the MEMBER owns more than one boat used commercially, a separate Membership with Commercial Towing is required for each boat. The boat must have an engine and be operated as an Uninspected Passenger Vessel in a commercial manner including charter, rental boat club, fishing, instruction, dive, survey, law enforcement, mooring maintenance, professional racing or a recreational boat being delivered under hire. An Uninspected Passenger Vessel is defined as a commercially used boat that carries six or fewer passengers for hire.

RESTRICTIONS AND EXCLUSIONS TO PAID SERVICES: Paid Services apply per Incident. An Incident is an event or series of events arising from the same breakdown and or soft ungrounding. MEMBER is responsible to pay a co-pay of \$50 per hour for services rendered directly to the Towing Company at the time of service. MEMBER is responsible to pay expenses incurred, in excess of Paid Services active at the time of the Incident.

Reimbursement consideration, up to \$5,000, is available for Paid Services when a BoatU.S. Licensed Towing Company is not available and when assistance begins or ends outside the SERVICE AREA. MEMBER must contact BoatU.S. via VHF relay or **1-800-391-4869**, prior to accepting assistance from a non BoatU.S. Licensed Towing Company. Upon authorization, Paid Services will be reimbursed up to \$125 per hour and soft ungrounding fees up to \$10 per foot of boat length. If towing service is not available or the Licensed Towing Company is not capable of towing a larger sized boat, BoatU.S. will contact another towing provider or government agency to assist. Invoice must be received within 90 days of Incident.

In an emergency situation, Member must contact Coast Guard or a government agency immediately. This Towing Service Agreement is not a promise of rescue and is restricted to Paid Services which can be provided with equipment immediately available to the towing company. Paid Services will be provided for during normal boating season and within the safe parameters of the towing company capabilities, but will not be rendered when the disabled boat cannot be safely or reasonably reached or secured and/or properly serviced without damage or danger to either boat or persons. This Towing Service Agreement is not an insurance policy and does not provide for liability or damages arising out of injury to persons, boats or property and may not be transferred or assigned to another party.

This Towing Service Agreement becomes effective 11:59 PM on the date of payment and does not apply to: pre-existing conditions; workboats including but not limited to commercial fishing and shell fishing boats and towing vessels; any boat or barge without an engine; charges for more than one towboat; towing after disabled boat departs a dock or mooring; battery jump starts, dive service, and fuel delivery at a dock; towing from a home dock, rental dock and or a dock from which a boat is not required to move immediately; towing from a repair or storage facility or for seasonal haul out or for routine maintenance or for storm preparation; salvage, including but not restricted to hard groundings, or assistance requiring more than one vessel, pumps, divers, airbags or other special equipment; the cost of fuel or supplies; charges for escort; navigation assistance; search for lost boats; retrieving anchors or other equipment; charges to repair, haul, launch, commission, decommission, moor, dock or other marina charges; U.S. or Foreign Customs Fees; Paid Services being paid for by another company.

The Member is required to use care and diligence in the operation and maintenance of the boat. BoatU.S. may, at its sole discretion, withdraw Member's Commercial Towing for abuses, including excessive use. This Commercial Towing Service Agreement expires concurrent with BoatU.S. Membership.