

BoatU.S. ON WATER TOWING SERVICE AGREEMENT

TowBoatU.S.® and VESSEL ASSIST® Pacific

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

BoatU.S. ON WATER TOWING provides a range of benefits and PAID SERVICES to an enrolled MEMBER in good standing, 24 hours a day, seven days a week.

PAID SERVICES include: Payment for towing Member's disabled boat from the point of breakdown at sea to port of choice; at sea battery jumpstarts; delivery of fuel, engine fluids and basic engine parts to avoid a tow, subject to availability; soft ungrounding assistance; and towing the disabled boat immediately after breakdown from a restricted use dock to the Member's home dock or repair facility. A restricted use dock is one from which Member must move immediately, i.e. fuel or restaurant docks and docks without overnight facilities. Thirty days following initiation of, or upgrade to, Unlimited Gold Service Level, Paid Service includes payment of the cost to tow Member's boat from any dock or mooring to the Member's port of choice not to exceed a total towing distance of 25 miles. All other service levels (\$50, \$150 and Unlimited) include payment up to 50% of the cost to tow the Member's disabled boat from an unrestricted use dock or mooring, i.e. home docks or marinas, for the purpose of repairs, thirty days following Membership initiation or upgrade in service level. **Paid Services apply to any recreational boat owned, borrowed or chartered by the Member and includes 24 Hour Towing Dispatch Service.**

Paid Services are available when using BoatU.S. Licensed Towing Companies (TowBoatU.S.® and Vessel Assist®) up to the SERVICE LEVEL on Member's card at the time of the breakdown or soft ungrounding. Service Levels include Paid Services up to \$50, \$150, UNLIMITED and UNLIMITED GOLD. UNLIMITED and Unlimited Gold Service Level Paid Services are provided for when the boat is disabled and towed within an UNLIMITED SERVICE AREA. An UNLIMITED SERVICE AREA is defined as at least 50 coastal miles (25 miles in any direction from a Licensed Company's port). Extended UNLIMITED SERVICE AREAS, 30 miles or more offshore, are available in many locations and can be found online at BoatUS.com/towing or by calling the BoatU.S. Towing Department at 1-800-888-4869.

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. Member is responsible to pay expenses incurred in excess of Service Level active at the time of breakdown or soft grounding.

For non emergency assistance when a BoatU.S. Licensed Towing Company is not available, Member must contact 24 Hour Dispatch via VHF relay or 800-391-4869 prior to accepting assistance from another towing company. Upon authorization, Member is eligible for Paid Services up to \$125 per hour from breakdown location to the nearest repair facility and soft ungrounding up to \$10 per foot of boat length, up to Member's Service Level (\$2,500 for UNLIMITED and \$3,000 for UNLIMITED GOLD). If towing service is not available, BoatU.S. will contact a government agency. To receive reimbursement consideration, invoice must be submitted within 90 days.

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 during normal boating season and within the safe parameters of the towing company capabilities, but will not be rendered when the disabled vessel cannot be safely or reasonably reached or secured and/or properly serviced without damage or danger to either vessel 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 day of payment and does not apply to: pre-existing conditions, including but not restricted to, towing after disabled vessel is pushed away from dock or mooring; battery jump starts, dive service, and fuel delivery at a dock; towing from a repair or storage facility, for seasonal haul out or routine maintenance (with the exception of the Unlimited Gold Service Level), 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 vessels, retrieving anchors or other equipment; charges to repair, haul, launch, commission, decommission, moor, dock or other marina charges; U.S. or Foreign Customs Fees; when Member is a guest or paid captain on any boat; any boat used for commercial purposes; 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 Service Level for abuses, including excessive use. This Towing Service Agreement expires concurrent with BoatU.S. Membership.