

'Coastbusters'TM

Yacht Delivery Services

410-490-0451

Agreement for the Services of CoastbustersTM Yacht Delivery Services

Definitions

Client: The owner, owner pro hoc, vice, or agent of the owner of the vessel listed below.

Captain: Mark Steven Praschak, or his designee, who holds a USCG/DHS Masters License and TWIC.

Crew: Any person hired by the client either directly or through the Captain, or acting as the Owner's agent that contributes to the navigation of the vessel, the vessel's mission, or the accomplishment of this agreement.

Volunteer: Any person aboard, not hired to contribute to the navigation of the vessel or to contribute the vessels mission, who participates in actions as a means to learn seamanship.

Contract Day: Any 2 to 12 hour period commencing upon departure on the agreement start date. Full daily rates are charged for any portion of a Contract Day, except that for voyages of greater than (1) day, if the Contract Day ends prior to 1200 hrs., the Captain and Crew pay rates for that Contract Day will be calculated at 50% of their contracted daily rate. All other fees are charged at the full daily rate.

***In the event that a trip is delayed and lay-over is incurred due to inclement weather or mechanical breakdown, the Daily Rate for Captain and Crew will be reduced to a flat rate of \$100.00/day for each member.*

Service Agreement

This AGREEMENT is made this _____ Day of _____ by and between Capt. Mark S. Praschak ("Captain") located at Carolina Shores, NC, and _____ ("Client") located at (Address) _____

The Service to be provided is the (delivery, ___ instruction, ___ sea trial) aboard the Motor Vessel (Boat Name) _____, a _____, from its present berth at _____ to the delivery port of _____.

This Agreement(___ shall, shall not) include seamanship or navigation instruction to the Client or his designee.

This Agreement shall begin at _____ hours on _____.

Fees

The estimated Total Service Fee is \$_____ derived from the following Daily Rates:

Captain: \$_____, Crew #1: \$_____, Crew #2 (if necessary): _____. A flat Travel Day Rate of \$100.00 per day of travel to and/or from the vessel per crew member is also included in Total Service Fee estimate. Payment of this fee may be either Cash, Personal Check, Certified Check or Cashier's Check, unless otherwise agreed to in advance and is due upon completion of services. Payment by Visa, Mastercard, or Am Ex Credit Cards will be charged an additional 3.5% of the invoice total to cover Service Charge Fees.

A Major Credit Card, with signature permitted to the Captain may be assigned to cover trip expenses, otherwise must be paid for in advance by check or wire transfer to the Captain. Any of these expenses that are paid for by the Captain or Crew shall be included in the invoice total.

For voyages with an anticipated length of greater than one (1) Contract Day, 50% of the estimated Total Service Fee is requested prior to the Contract Start Date unless otherwise agreed to in advance. The balance of the Total Service Fee will be due upon completion of services.

Mechanical Labor Fees

If at any time prior to or during this Service Agreement the Captain and/or crew must perform mechanical labor in the event of, or to prevent breakdown, or mechanical labor to insure safe operation of the contract vessel, a fee of \$90.00 per hour will be assessed (rounded to the closest half hour) for services provided while underway or at sea. A fee of \$50.00 per hour will be assessed for services provided while in port or at dockside. The Captain will document the services provided and time spent during this event in a Daily Log.

Expenses

All expenses related to this Service Agreement such as, but not limited to, travel, lodging, telephone calls, transportation, miscellaneous maintenance expenses or any Out-of-Pocket expenses, etc., are the responsibility of, and are to be paid by the Client. All vessel expenses related to this Service Agreement such as, but not limited to, fuel, hull and mechanical repairs, dockage/electric, and all other necessities related to the delivery are also the responsibility of, and are to be paid by the Client. For voyages with an anticipated length of greater than one (1) Contract Day, a cash contingency of 50 percent for each Contract Day, or a secure major credit card with authorization allowed to the Captain, shall be given to the Captain prior to the start date of the Agreement.

Release from Responsibility

The Client shall release and hold harmless the Captain and/or assigned crew from any liability for damages to the interior or exterior of the contract vessel due to accident or act of God, or any damages to another's property while underway. The Captain and/or crew WILL be responsible for said damages if it is determined by a court of law or investigating agency that the actions of the Captain and/or crew were reckless, negligent, or in violation of USCG COLREGS. Proof of Ownership, a valid Certificate of Insurance and current Registration/Documentation MUST BE AVAILABLE FOR PRESENTATION PRIOR TO CONTRACT. A rider may be obtained to cover the Captain during the delivery if the policy does not include his operation of the contract vessel. The Captain will provide his MMC and Resume to the Insurer if necessary.

Your signature below certifies that you have read and understand all of the terms of this Agreement.

IN WITNESS THEREOF, said parties hereto bind themselves, their heirs, executors, administrators, and assigns to the other.

Captain Date

Client Date