

FLAGSHIP TOWING MEMBERSHIP PROGRAM

MEMBER AGREEMENT

Thank you for choosing Flagship Towing! We are excited to welcome you to our membership program and appreciate the opportunity to serve you! The following Member Agreement (Agreement) contains the terms, conditions, and exclusions of your membership and shall govern the *Flagship Towing Membership Program*. Purchase of a membership package or use of any benefits offered under the membership program subjects you, the customer and/or user (Member), to the provisions of this Member Agreement and the Flagship Towing Terms of Service Agreement.

1. DEFINITIONS

- 1.1 **MEMBER** shall be defined as the person or persons identified on the membership record as the vessel owner, and for whom membership benefits apply in accordance with the membership package level.
- 1.2 **MEMBER BENEFITS** shall be defined as the benefits and services extended to the customer (Member) who purchases a membership, according to the membership program, membership package purchased, and Member Agreement.
- 1.3 **MEMBERSHIP PACKAGE LEVEL** shall be defined as the membership coverage package and associated benefits that are selected and purchased by the Member.
- 1.4 **MEMBERSHIP PERIOD** shall be defined as the period of time the membership is valid.
- 1.5 **OWNED VESSEL** shall be defined as a vessel owned by the Member, with proof of ownership, and listed on the membership record.
- 1.6 **IMMEDIATE FAMILY** shall be defined as the Member's immediate family, including and limited to the Member and their spouse/significant other, children, siblings, and parents.
- 1.7 **NAMED OPERATOR** shall be defined as an authorized operator of the owned vessel that is named on the membership record by the Member/vessel owner.
- 1.8 **SERVICE AREA** shall be defined as the geographic area serviced by Flagship Towing, which is at a minimum of 50 continuous miles from the designated Flagship Towing homeport, and a maximum of 100 miles from the designated Flagship Towing homeport. Service areas vary depending on location and are subject to change. Current Flagship Towing service areas may be found on the Flagship Towing webpage.
- 1.9 **SERVICE DISTANCE** shall be defined as the distance Flagship Towing will travel, by navigable water, to render services for a Member according to the Member's membership package level and service area.
- 1.10 **FRESHWATER** shall be defined as any inland body of water that contains freshwater, such as an inland lake or reservoir that does not directly connect to ocean waters.
- 1.11 **SALTWATER** shall be defined as any body of water that contains saltwater or brackish waters, such as a bay, estuary, lake, channel, coastal or ocean waters; a coastal body of water that connects to ocean waters.
- 1.12 **INCIDENT** shall be defined as an event, or series of events, arising from the same occurrence that rendered the owned vessel disabled and in need of services and/or member benefits to be provided, according to the membership package level, in an effort to remedy the disablement or tow the owned vessel to the nearest safe port or destination.
- 1.13 **ASSISTANCE TOWING** shall be defined as non-emergency assistance towing provided to a disabled vessel (46 C.F.R. §136.110).
- 1.14 **DELIVERY SERVICE** shall be defined as the delivery of items, such as container(s) of fuel or oil, a battery, tool, or part to a disabled vessel to remedy the disablement.
- 1.15 **JUMP START** shall be defined as an attempt to start a disabled vessel's engine by attaching an external power supply to the vessel's electrical system to remedy the disablement.
- 1.16 **SOFT-UNGROUNDING** shall be defined as a vessel that has become grounded with water on all four sides of the vessel, and/or can be ungrounded in 15 minutes or less with a standard towboat and no specialty equipment.
- 1.17 **HARD-UNGROUNDING** shall be defined as a vessel that has become grounded, with water on less than 3 sides of the vessel, requires more than 15 minutes to unground, and/or may require a specialty towboat or multiple towboats, and/or specialty equipment.

- 1.18 **SALVAGE/RECOVERY** shall be defined as any act or activity undertaken to assist a vessel or any other property in peril including, but not limited to, vessels abandoned, wrecked, beached, on fire, damaged by fire, taking on water, sinking, sunk, previously sunk, in the surf or surf line, or any other state of peril.
- 1.19 **WRECK REMOVAL** shall be defined as any act or activity undertaken to remove a vessel that is in a damaged state or considered a wreck from a waterway or property.
- 1.20 **ON WATER REPAIR FACILITY** shall be defined as an officially named on-water service center and/or repair facility with available dockage to receive vessels for service from the waterfront.
- 1.21 **CONSUMABLE** shall be defined as a commodity that is consumed and therefore only used once or used in a specific application. Consumables may include, but are not limited to the following: fuel, oil, batteries, tools, parts, or other one-use products or delivery items.
- 1.22 **RECREATIONAL VESSEL** shall be defined as any vessel that is not commercially registered or being used as a commercial vessel; a vessel manufactured or operated primarily for pleasure.
- 1.23 **COMMERCIAL VESSEL** shall be defined as any vessel, which is required to be controlled by a USCG-licensed captain, or is generating revenue, competing in professional events (e.g. racing, regattas, professional fishing tournaments), or being operated by a local, state, or federal government official or authority. Examples of commercial vessels include the following: charter or rental boats, boat club boats, fishing charters, diving excursions, surveying, law enforcement, crew boat, water taxi, professional race boat, professional fishing tournament team, commercial fishing, or working in any professional manner and/or for hire.
- 1.24 **DISABLED VESSEL** shall be defined as a vessel which, while being operated, has been rendered incapable of proceeding under its own power and requires assistance.
- 1.25 **BORROWED/CHARTER/RENT** shall be defined as when a vessel that is chartered or rented, boat club owned, or is borrowed is used or captained by the Member with the permission of the vessel's owner.
- 1.26 **RESPONSE TIME** shall be defined as the time that lapses from the original call for service from the member/customer until Flagship Towing can process, accept, and begin actively responding to the dispatch according to the dispatching queue. (e.g. the time elapsed from the initial call for service from the customer until a towboat/captain accepts the dispatch [from within the existing dispatch queue] and is actively en route to the customer/vessel in need of assistance services.)

2. MEMBERSHIP PACKAGES

- 2.1 **FRESHWATER MEMBERSHIP: Designed for Members located on freshwater lakes with a recreational vessel.** Memberships are available on a per vessel basis; one (1) membership per vessel, within a designated **service area**, according to the **membership package level**, and the membership rules as described in the *Flagship Towing Membership Program* and Member Agreement. All memberships cover the **owned vessel** listed on the membership record, while in operation by the **vessel owner, immediate family, or named operator ONLY**. Members must add the names of their immediate family members and named operators in their membership profile at the time of purchase for **member benefits** to apply in the event the vessel owner is not onboard the vessel at the time of the **incident**. A maximum of five (5) immediate family members and a maximum of two (2) named operators may be added to the membership record per member identification number. **Memberships DO NOT cover vessels that are borrowed, rented, or chartered by the Member.**
- 2.2 **SALTWATER MEMBERSHIP: Designed for Members located in coastal waters (saltwater) with a recreational vessel.** Memberships are available on a per vessel basis; one (1) membership per vessel, within a designated **service area**, according to the **membership package level**, and the membership rules as described in the *Flagship Towing Membership Program* and Member Agreement. All memberships cover the **owned vessel** listed on the membership record, while in operation by the **vessel owner, immediate family, or named operator ONLY**. Members must add the names of their immediate family members and named operators in their membership profile at the time of purchase for **member benefits** to apply in the event the vessel owner is not onboard the vessel at the time of the **incident**. A maximum of five (5) immediate family members and a maximum of two (2) named operators may be added to the membership record per member identification number. **Memberships DO NOT cover vessels that are borrowed, rented, or chartered by the Member.**
- 2.3 **COMMERCIAL MEMBERSHIP: Designed for Members located on freshwater lakes or in coastal waters (saltwater) with a commercial vessel and operating a business, vessel for hire, charter company, or rental company.** Memberships are available on a per vessel basis; one (1) membership per vessel, within a designated **service area**, according to the **membership package level**, and the membership rules as described in the *Flagship Towing Membership Program* and Member Agreement. Commercial **Members** must provide proof of commercial operation via a certificate of formation or other official state or federal founding documentation, and/or proof of commercial insurance. All **member benefits** and services provided under the commercial membership are charged at a standard flat discounted rate to the **Member** for all covered **member benefits**. Commercial memberships are valid and offer coverage within Flagship Towing's designated **saltwater** and **freshwater service areas**.

2.4 FLAGSHIP TOWING EASY CARE MEMBERSHIP: A program offered by Flagship Towing to dealerships and marinas, where memberships are available through the purchase of a new or used boat from a participating dealership, or through the lease of a participating marina's wet or dry boat slip/dockage/storage. This membership is only eligible for Members through an authorized and participating dealership or marina. Memberships are available on a per vessel basis; one (1) membership per vessel, within a designated service area, according to the membership package level, and the membership rules as described in the *Flagship Towing Membership Program* and Member Agreement. All memberships cover the **owned vessel** listed on the membership record, while in operation by the **vessel owner, immediate family, or named operator ONLY**. Members must add the names of their immediate family members and named operators in their membership profile at the time of purchase for **member benefits** to apply in the event the vessel owner is not onboard the vessel at the time of the **incident**. A maximum of five (5) immediate family members and a maximum of two (2) named operators may be added to the membership record per member identification number. **Memberships DO NOT cover vessels that are borrowed, rented, or chartered by the Member. Member owned vessels** that are enrolled in the Flagship Towing Easy Care Membership and towed in a dock-to-dock/trailer/on-water repair facility towing situation at the direction and authorization of a participating dealership or marina are fully covered and shall be towed at no charge to the **Member**.

i) DEALERSHIP PACKAGE:

MEMBERS: Memberships conveyed through a participating dealership are valid for a one-year period from the new or used vessel purchase/sale and enrollment date and must be renewed by the **Member** directly with Flagship Towing for the **Member** to continue receiving **member benefits**. **Member benefits** are available in all designated **service areas** and on both **freshwater** and **saltwater**.

DEALERS: Participating dealerships are entitled to **member benefits** at no cost to the dealership while enrolled in the program. **Member benefits** apply to all dealer staff members operating a dealer-owned vessel or a customer's vessel while performing a sea trial, inspection, maintenance/repair/service, launching or recovering vessels, transferring vessels between docks and ramps, or while performing routine business operations. Additionally, participating dealerships are offered on-water vessel delivery services where **Member owned vessels** that are enrolled in the Flagship Towing Easy Care Membership and require a tow for a dock-to-dock/trailer/on-water repair facility situation (at the direction and authorization of a participating dealership) are fully covered and shall be towed at no charge to the dealership or **Member**. All vessels NOT enrolled in the Flagship Towing Easy Care Membership and towed at the direction and authorization of a participating dealership shall be towed at a **discounted rate**, and Flagship Towing shall invoice the dealership accordingly. All vessel delivery service tows must be scheduled a minimum of 48 hours in advance and between the hours of 0800-1800.

ii) MARINA PACKAGE:

MEMBERS: Memberships conveyed through a participating marina are valid for a one-year period and are renewed directly by the marina on an annual basis, should the **owned vessel** continue dockage at the participating marina. In the event a **Member** discontinues dockage at the participating marina, the **Member** shall continue to receive **member benefits** for the remainder of the membership period as listed on the membership record, with the option to renew the membership directly with Flagship Towing to continue receiving **member benefits**. **Member benefits** are available within the designated service area and **freshwater or saltwater location of which the marina is located**.

MARINAS: Participating marinas are entitled to **member benefits** at no cost to the marina while marina staff members are operating a marina-owned vessel or a customer's vessel, while performing maintenance/repair/service on the marina or the marina's **owned vessel**, launching or recovering customer vessels, transferring vessels between docks/ramps/trailers, or while performing routine business operations. Additionally, participating marinas are offered on-water vessel delivery/transfer services where **Member owned vessels** that are enrolled in the Flagship Towing Easy Care Membership and require a tow for a dock-to-dock/trailer/on-water repair facility situation (at the direction and authorization of a participating marina) are fully covered and shall be towed at no charge to the marina or **Member**. All vessels NOT enrolled in the Flagship Towing Easy Care Membership and towed at the direction and authorization of a participating marina shall be towed at a **discounted rate**, and Flagship Towing shall invoice the marina accordingly. All vessel delivery service tows must be scheduled a minimum of 48 hours in advance and between the hours of 0800-1800.

3. VESSEL EXCLUSIONS

- 3.1 Vessels must have a **valid and current** U.S. State or United States Coast Guard vessel registration.
- 3.2 Vessels **over 50 feet in length** (LOA) are **NOT** eligible for membership.
- 3.3 Vessels must have an affixed engine, be reasonably maintained, and be in operating condition; vessels must not be in a state of disrepair and must be in seaworthy condition.
- 3.4 Memberships **DO NOT** cover liveboards, boatels, third-party charter operators, casino boats, or permanently moored vessels.
- 3.5 Memberships **DO NOT** cover floating docks, barges, or homemade vessels of any kind.

4. MEMBERSHIP TERMS AND EXCLUSIONS

- 4.1 All **Members** are assigned a unique **Flagship Towing Member Identification Number** for each **owned vessel** enrolled in the membership program.
- 4.2 ALL MEMBERSHIPS HAVE A 48-HOUR ACTIVATION PERIOD FROM THE DATE AND TIME OF PURCHASE AND/OR ENROLLMENT AND EXPIRE ONE YEAR TO DATE FROM THE MEMBERSHIP PURCHASE, AT MIDNIGHT, ACCORDING TO THE DATE SHOWN IN THE MEMBERSHIP RECORD (CENTRAL STANDARD TIME). ANY EXPIRED MEMBERSHIP WILL HAVE AN ACTIVATION PERIOD OF 48 HOURS ONCE PAYMENT HAS BEEN RECEIVED FOR MEMBERSHIP RENEWAL.
- 4.3 All **Members** receive PRIORITY SERVICE from Flagship Towing and will be moved to the top of the dispatch queue, unless Flagship Towing is presently engaged in a service call, has a previously scheduled service call, or receives an emergency or life-threatening dispatch. Response times may vary during periods of heavy vessel traffic or high service call volumes and depending on the geographical area and/or nature of the navigable waters.
- 4.4 **Membership benefits and services include the following: on-water assistance towing, fuel delivery (as available), oil delivery (as available), battery delivery (as available), battery jump starts, entangled propeller assistance (no diving), anchor retrieval assistance (no diving), and soft-ungrounding.**
 *All time and equipment related to membership service calls are covered under the membership, however, the **Member** is responsible for charges relating to any **consumables** (e.g. fuel, oil, battery, or delivery item) and shall be invoiced accordingly.
 In the event an **owned vessel has three (3) inches or more of water in the bilge, the vessel will require a pump out before **assistance towing** services can be rendered and will be treated as a **salvage or recovery** or pump out and invoiced to the **Member** accordingly at standard service rates.
 ***All on-water assistance services are provided at the sole discretion of the towboat captain as an alternative to providing **assistance towing** services, however, in the event a jump start, fuel delivery, disentanglement, or other on-scene service is unable to cure the **owned vessel's** disablement, the **Member** and/or **owned vessel** shall receive **assistance towing** services.
- 4.5 All memberships cover three (3) separate **incidents** or calls for service within the **membership period**. After three (3) separate **incidents**, the **Member** shall be responsible for any additional **incidents** at a discounted rate and shall be invoiced accordingly.
- 4.6 All memberships cover up to **25 miles** of **service distance** from a Flagship Towing home port/dock (**with a maximum of 50 miles round trip**) for all waters (**freshwater, saltwater**, inshore, and offshore) and all **membership package** levels. After 25 miles (50 miles round trip), the **Member** shall be responsible for the remaining **service distance** at a discounted rate and shall be invoiced accordingly.
 ***Service distance** shall be calculated from the Flagship Towing home port/dock to the **Member's** coordinates at the time of dispatch, and/or the **Member's** requested destination if applicable. **Service distances** shall be expressed in navigable nautical miles.
- 4.7 All memberships are valid and offer coverage within any designated Flagship Towing **service area** according to the **membership package level**. **Saltwater** memberships may be utilized in both **saltwater** and **freshwater service areas**; however, **freshwater** memberships are not valid and offer no **member benefits** in coastal and/or **saltwater service areas**. Commercial memberships are valid and offer coverage within Flagship Towing's designated **saltwater** and **freshwater service areas**. Easy Care Dealer Membership packages are valid and offer coverage within Flagship Towing's designated **saltwater** and **freshwater service areas**. Easy Care Marina Membership packages are valid and offer coverage **within the designated service area in which the marina is located** and are not interchangeable between **freshwater** and **saltwater service areas** (e.g. if the participating marina is located in freshwater, the membership is valid in freshwater only. If the participating marina is located in saltwater, the membership is valid on saltwater only.)
- 4.8 All memberships cover dock-to-dock, dock-to-trailer, trailer-to-dock, dock-to-on-water repair facility, on-water repair facility-to-dock, and trailer-to-trailer towing services at a **discounted rate** which shall be invoiced to the **Member** accordingly. All towing services performed under this **member benefit** must be **scheduled 24 hours in advance and during non-peak hours or federal holidays**.
- 4.9 **Memberships DO NOT offer coverage for the following: hard-ungrounding, water pump out, salvage, recovery, wreck removal, haul outs, trailering and over-the-road transportation services, trailer assistance, tow vehicle assistance, boat stands/blocking, impounds, diving, anchor retrieval, propeller assistance or removal, vessel maintenance or repair, third party charters, on-water passenger transportation or ferriage services, a Member renting or borrowing a boat or engaging in a charter or bareboat charter, vessels breaking away or pushed away from a dock or mooring (with or without a captain and/or passengers onboard), second or additional towboats, and specialty salvage or recovery equipment, vessel escort, navigational assistance, search for lost vessels, marina and/or dockage charges and fees, United States Customs and Border Protection charges, or any other associated charges and fees not specifically included in the membership package and Member Agreement.** Should an **incident** occur in a marine sanctuary or legally protected or restricted area, the **Member** shall be responsible for any additional charges and fees incurred as a result of standby time, permitting, administrative costs, or specialty equipment required to operate in the restricted and/or legally protected area.

5 MEMBERSHIP CONDITIONS

- 5.1 Coverage is subject to terms, conditions, limits, and exclusions outlined in the *Flagship Towing Membership Program*, Member Agreement, and Flagship Towing Terms of Service Agreement. All services are subject to availability and are provided on an “as available” basis. Flagship Towing reserves the right to refuse services to anyone, at any time, for any reason including, but not limited to foul weather, intoxication, non-compliance, and/or risk to the equipment, towboat, captain, and crew. This Agreement is not a promise of rescue and is restricted to the **member benefits** which can be safely provided by Flagship Towing. Services will be provided within the parameters of Flagship Towing’s capabilities and will not be rendered when the **owned vessel** cannot be safely and reasonably reached, secured, or properly serviced without damage or danger to persons or property. The Flagship Towing towboat captain on scene will exercise their professional discretion, which cannot be interfered with or questioned then or thereafter, and which is final regarding when to provide services or not, alter or terminate service, engage additional resources or not, and per weather conditions.
- 5.2 This Member Agreement is NOT an insurance contract and does not provide for any compensation, liability, or damages arising out of damage or injury to persons, vessels, or property. This Agreement is governed by the laws of the State of Texas and Federal Maritime Law.
- 5.3 EMERGENCY SITUATIONS: If a **Member**, passenger, or persons onboard the **owned vessel** is experiencing a serious medical emergency, or is involved in a life-threatening situation, or emergency outside the scope of services provided by Flagship Towing, please contact 911, the local appropriate government authorities, or the United States Coast Guard. Flagship Towing may be able to aid in emergencies on behalf of the **Member** and the appropriate government authority on a case-by-case basis, as directed and approved by the **Member**, government authority, and Flagship Towing, and pending the nature of the emergency and the terms of the Member Agreement. Flagship Towing is not an emergency medical provider nor a lifesaving or protecting government agency.
- 5.4 SEVERE WEATHER AND NAMED STORMS: **Member benefits** may be delayed or deferred due to severe or dangerous weather conditions. In such cases of extreme weather or named storms, the United States Coast Guard or other appropriate governmental authority may be notified and requested to respond by Flagship Towing on behalf of the **Member**. **ALL MEMBER BENEFITS SHALL BE SUSPENDED, UNAVAILABLE, CANCELED, OR POSTPONED AT A MINIMUM OF 72 HOURS IN ADVANCE OF THE ESTIMATED LANDFALL OF A NAMED STORM OR HURRICANE WITHIN A DESIGNATED FLAGSHIP TOWING SERVICE AREA, AND WILL REMAIN SUSPENDED AT A MINIMUM OF 72 HOURS AFTER LANDFALL. MEMBER BENEFITS SHALL RESUME AT THE SOLE DISCRETION OF FLAGSHIP TOWING ONCE THE SERVICE AREA HAS BEEN CLEARED FOR SAFETY BY THE UNITED STATES COAST GUARD, GOVERNMENTAL AUTHORITIES, AND FLAGSHIP TOWING.**
- 5.5 OFFSHORE COVERAGE: Members shall receive all **member benefits** when offshore as per their respective **membership package** selection, however, offshore services may be limited, delayed, or restricted due to weather conditions, available equipment, personnel, and towboat specific capabilities. The **Member** will ALWAYS be made aware of any limitations due to these circumstances for offshore service calls prior to a towboat being dispatched. Additional charges and fees may apply for offshore services if the service is outside the scope of the **membership package** and Member Agreement. **Offshore services are strictly limited to a maximum of fifty (50) nautical miles offshore from the beachfront or jetties in all circumstances; however, Flagship Towing, at its sole discretion and on a case-by-case basis, may be able to offer offshore services at increased millage limits.**
- 5.6 OTHER TOWING PROVIDERS: Flagship Towing will NOT reimburse **Members** who utilize another towing service company for services under any circumstances unless the services provided to the **Member** meet the specified requirements as outlined in the Member Agreement under the appropriate clause pertaining to Flagship Towing being unable to provide services.
- 5.7 FLAGSHIP TOWING UNABLE TO PROVIDE MEMBER SERVICES: In the event the **Member** contacts Flagship Towing, and Flagship Towing specifically states that the Company is unable or unavailable to provide **member benefits** to the **Member** as agreed under the **membership package** and Member Agreement, **OR** has a **response time** over three (3) hours and the **Member** elects to receive an alternative form of service, Flagship Towing shall provide the **Member** assistance through the following options:
 - i) Flagship Towing shall assist the **Member** in coordinating alternative arrangements for service within the designated **service area** where the **owned vessel** has become disabled.
 - ii) In the event Flagship Towing is unable or unavailable to provide assistance, Flagship Towing shall contact another towing provider to provide **member benefits** and service to the **Member on behalf and at the expense of Flagship Towing, up to and not to exceed five hundred dollars (\$500.00)**, where **charges exceeding this dollar limit shall be invoiced to the Member by Flagship Towing at a discounted rate.**
 - iii) In the event Flagship Towing is unable or unavailable to provide assistance or coordinate alternative assistance services to the **Member** (as outlined in option ii), Flagship Towing shall specifically authorize the **Member** to utilize another towing provider to provide assistance services to the **Member**, and the **Member** shall be reimbursed by Flagship Towing, **up to and not to exceed five hundred dollars (\$500.00) for the services provided by another towing provider for member benefits and services ordinarily covered under the respective Flagship Towing member benefits, membership package, and the Member Agreement.** The **Member** must provide Flagship Towing with an official paid invoice from the alternative towing provider and proof of payment from a credit card or bank statement showing the charges. Flagship Towing shall issue the **Member** a reimbursement in the form of a check mailed to the **Member’s** mailing address on file in the **Member’s** membership profile.
- 5.8 CONSENT: By using services provided by Flagship Towing, the **Member** agrees to accept text messages, phone calls, and emails from Flagship Towing for dispatching and membership communication purposes. Flagship Towing may request or require a **Member’s** or **owned vessel’s** location via shared location services on an electronic device or GPS coordinates to provide services and for dispatching purposes.

- 5.9 **PROOF OF OWNERSHIP:** Flagship Towing may require the **Member** to furnish documents proving ownership of the **owned vessel**, these documents include the following: registration certificate, title, insurance policy, or other legal document proving ownership status.
- 5.10 **NO ASSIGNMENT:** This Agreement may not be transferred or assigned to another party. **Memberships are non-transferable and may not be transferred from Member to Member.** If an existing **owned vessel** in the membership program is sold, the new vessel owner must purchase and register the vessel under a new membership, where a new unique **Flagship Towing Member Identification Number** shall be assigned.
- 5.11 **YOUR RIGHT TO CANCEL:** The **Member** may cancel this Agreement at any time by email or certified letter. Flagship Towing does not offer refunds for canceled memberships or memberships that are no longer active due to the sale of an **owned vessel**. **ALL MEMBERSHIP SALES ARE FINAL AND NON-REFUNDABLE.**
- 5.12 **FLAGSHIP TOWING'S RIGHT TO CANCEL:** Flagship Towing reserves the right to immediately cancel this Agreement for abuse of **member benefits** and privileges, including without limitation, misrepresentation of vessel condition, excessive towing and/or on-water assistance services (over ten [10] calls for services, dispatches, and/or **incidents**), lack of care and due diligence in the operation and maintenance of the vessel, fraud, theft of services, and outstanding invoices. **ALL MEMBERSHIP SALES ARE FINAL AND NON-REFUNDABLE.**
- 5.13 **TERMS ARE SUBJECT TO CHANGE:** Membership benefits and services, **service areas**, and membership packages are subject to change without notice at the sole discretion of Flagship Towing. In the event of changes, the updated Member Agreement shall be published and made available to all current **Members**.
- 5.14 **INDEMNITY AND RELEASE OF LIABILITY:** The **Member** grants Flagship Towing the authority to take all steps deemed responsible, reasonable, or necessary to assist, provide services, tow, **salvage**, recover, transport, dispose, and/or secure the **owned vessel**, its cargo, and its contents. The **Member** understands and agrees that the services being provided pursuant to this Agreement may be performed on an emergency basis in order to protect the **owned vessel** from further damage and/or to remove any threat to navigation or natural resources. As a result, the **Member**, the Vessel, its charterers, underwriters, or any of their agents, servants or employees, or person whom may be responsible, hereby release and agree to indemnify and hold Flagship Towing harmless for any and all liability for personal injury, loss of life and/or property damage arising out of the ordinary negligence of Flagship Towing its employees or agents in connection with the services provided herein. **THE CUSTOMER, MEMBER, AND VESSEL PASSENGERS HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND FLAGSHIP TOWING, AND ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, CONTRACTORS, AND AFFILIATED COMPANIES, FOR AND AGAINST ANY CLAIMS DEMANDS, ACTIONS, DAMAGES, ACTS OF GOD, LIABILITIES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF THE SALVAGE, TOWING, AND REMOVAL OF THE VESSEL INCLUDING ANY CLAIMS RELATED TO OR ARISING FROM THE PREPARATION, REMOVAL, TOWING, SALVAGE, RECOVERY, TRANSPORTATION, HAULAGE, DISPOSAL, ON WATER ASSISTANCE, JUMP START, FUEL DELIVERY, UNGROUNDING, IMPOUND, STORAGE, AND OPERATION OR BERTHING OF THE VESSEL, INCLUDING ANY DIRECTIVES BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCY RELATING TO ENVIRONMENTAL CLAIMS, WRECK REMOVAL DIRECTIVES OR ANY OTHER CLAIMS DEMANDS, ACTIONS, DAMAGES, LIABILITIES AND COSTS. THE CUSTOMER SHALL ALSO BE RESPONSIBLE FOR ANY ENVIRONMENTAL DAMAGE OR FINES THAT MAY ARISE AS THE RESULT OF POLLUTION BY THE VESSEL, ITS BUNKERS OR CARGO.**
- 5.15 **PRIVACY AND SECURITY:** All **Member's** personal and vessel information shall be kept private and shall be considered confidential information. **Member's** personal and vessel information will not be sold to third parties, or reported to any insurance carriers, and the usage of **member benefits** will not result in a claim on the **Member's** insurance policy.

MEMBERSHIP SIGN-UP PAGE

MEMBERSHIP PACKAGE SELECTION

___ FRESHWATER MEMBERSHIP (ANNUAL)

___ SALTWATER MEMBERSHIP (ANNUAL)

___ COMMERCIAL MEMBERSHIP (ANNUAL)

___ FLAGSHIP TOWING EASY CARE MEMBERSHIP (ANNUAL) ___ DEALERSHIP ___ MARINA

MEMBERSHIP SERVICE AREA(s) / LOCATION(s) OF PRIMARY BOATING ACTIVITY:

VESSEL HOMEPORT / DOCK OR TRAILERED: _____

MARINA DOCKAGE NUMBER: _____

MEMBER INFORMATION

VESSEL OWNER(S) LEGAL NAME(S): _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

SECONDARY CONTACT PHONE NUMBER: _____

SECONDARY CONTACT EMAIL ADDRESS: _____

VESSEL INFORMATION

VESSEL NAME: _____

MANUFACTURER: _____

YEAR: _____

MODEL: _____

LENGTH: _____

NUMBER OF ENGINES: _____

REGISTRATION NUMBER: _____

HULL IDENTIFICATION NUMBER: _____

SIGNATURES & AGREEMENTS

MEMBER NAME: _____

MEMBER SIGNATURE: _____ **DATE:** _____

Flagship Towing Member Identification Number: # _____ **Date Assigned:** _____

_____ **DATE:** _____

FLAGSHIP TOWING, LLC.