

## **FLAGSHIP TOWING TERMS OF SERVICE AGREEMENT**

**TO BE SIGNED BY ALL CUSTOMERS BEFORE COMMENCEMENT OF SERVICES**

1. The CUSTOMER (customer/vessel owner/vessel master/vessel agent/person in charge), whose signature appears below, acknowledges and agrees to the terms of service, services, charges, and fees presented by Flagship Towing, and authorizes Flagship Towing to complete and/or proceed with such services on, for, or related to the Vessel.
2. Flagship Towing shall invoice a one-hour minimum charge for all hourly-based services rendered. All cancellations are subject to a cancellation fee after 15 minutes from the time of dispatch. Hourly charges start incurring immediately when dispatched and/or a towboat is en route, and end when the dispatch is completed, and/or when the towboat returns to its homeport/dock. Additional rates may apply for after-hours dispatches (2000 – 0800 local time), foul weather advisories, and federal holidays.
3. The CUSTOMER agrees to payment in full of all charges, and in the event of any collection procedure, made necessary by reason of the customer's failure to pay in full or in part, agrees to pay all reasonable charges for collection including court costs, attorney's fees, late fees, and interest. All charges are due and payable immediately upon receipt of a statement and/or invoice for services rendered. A late fee of 5% and an interest rate of 1.5% per month (an annual rate of 18%) may be added to all invoices that are more than 30 days overdue.
4. Charges incurred as a result of services rendered by Flagship Towing, that are unpaid by the CUSTOMER shall constitute a lien upon the Vessel and all cargo, goods, or property onboard the Vessel. Flagship Towing has the authority to retain possession of the Vessel and its cargo until full payment is rendered.
5. Flagship Towing accepts payments made by credit and debit card, cash, check, ACH payment, and wire transfer ONLY. Flagship Towing may require the CUSTOMER to prove their identity by means of a government-issued identification card or driver's license. If the CUSTOMER utilizes a credit card for payment, the CUSTOMER waives their right to dispute the transaction with their credit card company, so long as the transaction corresponds to the charges outlined on the invoice/statement, services rendered, and the terms of service. The CUSTOMER'S signature below shall serve as the authorized signature for the credit card charge slip for the services and charges outlined on the statement/invoice.
6. The CUSTOMER 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 Vessel, its cargo, and its contents. Flagship Towing reserves the right to refuse services at any time for any reason. In the event Flagship Towing has already rendered services to the described Vessel prior to execution of this Contract, the provisions of this Agreement shall apply to such services. The CUSTOMER understands and agrees that the services being provided pursuant to this Agreement may be performed on an emergency basis in order to protect the Vessel from further damage and/or to remove any threat to navigation or natural resources. As a result, the CUSTOMER, 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.

7. THE CUSTOMER 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.
  
8. This Agreement shall be governed by and construed in accordance with the Federal Maritime Law of the United States or applicable State and Federal Law where Federal Maritime Law does not apply. Any dispute arising out of this Agreement shall be determined by a federal or state court of competent jurisdiction. If any legal action or other proceeding is brought to enforce this Agreement or because of an alleged dispute in connection with any provision(s) of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees (including paralegal fees), court costs, and all expenses incurred in that action or proceeding, even if not taxable as court costs, including, without limitation, all such fees, costs, and expenses incident to appeals, in addition to any other relief to which such party may be entitled.
  
9. IN WITNESS WHEREOF, Parties hereto have set their hands and seals this day and year in agreement with the terms of service outlined herein by Flagship Towing, and the CUSTOMER has read, understands, and agrees to sign freely and without duress.

## **SIGNATURES & AGREEMENTS**

\_\_\_\_\_ DATE: \_\_\_\_\_  
**FLAGSHIP TOWING, LLC.**

**CUSTOMER NAME:** \_\_\_\_\_

**CUSTOMER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_