

# FAST RESPONSE

## Marine Towing

## FAST RESPONSE MARINE TOWING & SALVAGE Membership Agreement

**This Membership Agreement** ("Agreement") is entered into between Fast Response Towing & Salvage LLC ("Fast Response"), a Florida Limited Liability Company with its principal offices located at 14735 NW 22<sup>nd</sup> Ct. Opa-Locka, Florida 33054, and Member (see "Member" defined below).

**WHEREAS** Fast Response will provide Towing & Salvage Services ("Services") to Members as stipulated in this Agreement herein for the lawful consideration of \$ 138.00 per year.

**NOW THEREFORE**, the parties agree to the following:

### I. Definitions

- a. Basic Engine Parts: Primer ball, starting fluid, fuel hose, fuel hose adapters/fittings, fuel filters, water separators, spark plugs, batteries, oil, oil filters, and any other part deemed a basic engine part by Fast Response.
- b. Chartered/Leased/Rented/Borrowed Vessel: Any vessel which the member uses that is chartered, leased, rented or borrowed from the registered owner of the vessel, where the member is the master (in control of) the vessel.
- c. Disabled Vessel: A vessel, which has been rendered incapable of making way under its own power and is in need of assistance while it is being operated in the service area.
- d. Dock to Dock Towing: Fast Response will provide non-emergency, dock-to-dock towing Mondays through Thursdays if a minimum three days notice is provided.
- e. Emergency Situation: An incident that occurs to the vessel and/or member, members or other passengers while the vessel is in operation that requires immediate first aid medical assistance.
- f. Extended Service Area: includes the Service Area as defined below, except for an additional, pre-paid fee per year, Fast Response will respond to incidents from the northeastern most and southeastern most points defined in the service area, to Bimini, Bahamas.
- g. Fuel Transfer: Diesel or gasoline delivered at sea to member.
- h. Hard Grounding: A vessel is considered hard aground if a vessel cannot be towed off at high tide with one towboat, or is listing to one side at high tide.
- i. Home Dock: The destination where the vessel is launched from or stays moored.
- j. Incident: An occurrence of an action or series of actions arising from the same occurrence.
- k. Jump Start: Starting a disabled vessel's engine by attaching an outside power source to the starting circuit by means of cables.
- l. Member: Any individual or group of individuals named on Fast Response Membership to whom the primary vessel is registered or owned.
- m. Nearby Port: A marina, yacht club, pier, launching pad, dock, or mooring, that is closest in proximity to the vessel at the time of incident.
- n. Non-Restricted Dock: Any dock or mooring location where the vessel is authorized and permitted to stay.
- o. Pre-existing Problems: Condition(s) that occur to the vessel prior to the beginning of the membership that render the vessel inoperable or unsafe.
- p. Recreational Vessel: Any vessel operated which is not registered for commercial use or used for commercial purposes.
- q. Restricted Dock: A dock where the vessel is not approved and permitted to stay.
- r. Salvage: To save a vessel or cargo from total loss after an accident; recompense for having saved a vessel or cargo from danger.
- s. Salvage Operations: Any act or activity undertaken by Fast Response to assist a vessel or any other property in danger in navigable waters or in any other waters whatsoever.
- t. Service Area: The geographic boundaries where Fast Response will render services. This area includes: 2 miles north of Boca Raton Inlet to 2 miles south of Card Sound Bridge, Key Largo to all navigable water west of Intracoastal with permissible depth and bridge clearance, to 12 miles offshore.
- u. Soft Un-grounding: Removal of member's vessel from soft bottom where all four (4) sides of the vessel abuts water and where at high tide the vessel may be removed from soft bottom with only one (1) vessel. If vessel cannot be towed with one (1) boat or vessel lists to one (1) side at high tide, then this incident will be considered a hard-grounding.

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### II. SCOPE OF SERVICES PROVIDED BY FAST RESPONSE

- a. For each incident where member is in operation of a registered vessel that is up to 80 feet in length, or any other vessel that the member has listed with Fast Response.
- b. Coverage begins at 12:00 AM ET the day AFTER the membership agreement has been accepted. If a captain is present at the time of application, then membership will begin at the time that payment is received. In the event a captain is on the water and at the location of the disabled vessel for inspection purposes, the membership will become activated once cash is received for payment or, in the event a credit card is used, once Fast Advance receives the funds from the transaction in their account.
- c. The Services provided by Fast Response within the service area include the following and are subject to Fast Response's discretion in the application of listed services:
  - i. Battery jumpstarts to disabled vessels not in port;
  - ii. Provision of fuel, fuel transfer, engine fluids, and/or basic engine parts to member's disabled vessel, if the provision of such will eliminate the need to tow the vessel to a port within the service area.
  - iii. Towing the vessel from restricted dock to non-restricted dock.
  - iv. Towing disabled vessel to the member's choice of port within service area when the vessel becomes disabled in navigable waters where the vessel is not docked or moored.
  - v. Providing soft un-grounding assistance to the member's disabled vessel not in port.
  - vi. Salvage at a discounted rate.
  - vii. Dock to Dock towing at a discounted rate.
- d. EXTENDED SERVICE AREA: If an incident occurs in the Extended Service Area and the member has not subscribed to coverage in Extended Service Area, then Member is responsible for the costs of having the vessel towed to the nearest boundary of the service area. Once the vessel is towed to the boundary of the service area, then Services shall be furnished to Member in accord with this Agreement.
- e. Fast Response Marine Towing may, at any time, choose to unilaterally cancel the membership contract due to illegal or fraudulent practices, abuse, including reckless operating of vessel or operating a non-seaworthy vessel.

### III. SERVICES PROVIDED BY FAST ADVANCE BUT NOT PART OF THE MEMBERSHIP AGREEMENT

While the below stated services are **NOT** provided for in the membership package, Members receive a **discount of up to 80%** for use of each individual service.

- a) Fuel delivery at dock;
- b) Towing from a repair or storage facility;
- c) Towing vessel(s) over 75 ft, in length;
- d) Towing vessel(s) requiring more than one (1) boat;
- e) Towing from non-restricted dock to non-restricted dock for purposes of repair;
- f) Towing from a repair or storage facility;
- g) Towing for seasonal haul-out;
- h) Routine maintenance;
- i) Storm preparation;
- j) Hard grounding / salvage;
- k) Assistance to more than one vessel;
- l) Providing pumps, divers, other special equipment;
- m) Paying supply, fuel, basic engine and fluid costs;
- n) Escort or navigation assistance;
- o) Searching for lost vessels;
- p) Retrieving anchors or other equipment;

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#### IV. MEMBERSHIP LIMITATIONS

This Agreement does NOT include the following:

- a) Costs incurred for repairing, hauling, launching, commission, decommission, mooring, docking or other marine costs for the vessel;
- b) Paying US and foreign customs fees incurred by the member;
- c) Providing assistance when Member is a guest or paid captain on any vessel;
- d) Providing assistance when Member has Chartered/Leased/Rented/Borrowed Vessel;
- e) Paid services being paid for by another company;
- f) Medical rescue service.
  - Member must contact the Coast Guard or other authorities in the event of a medical emergency.
  - Fast Response will still ONLY tow or otherwise assist your disabled vessel per the membership agreement terms in the event both medical rescue and the services within the scope of the membership agreement are needed.
- g) Assisting disabled vessels that cannot safely or reasonably be reached, secured, or serviced without further damage to the vessel or persons or if there is a reasonable risk of damage to any of Fast Response's vessels, equipment, or personnel.

#### V. INDEMNIFICATION

Member shall indemnify Fast Response, and its employees, agent, managers, directors, and owners from and against all liability, loss, cost or expense (including attorneys' fees) by reason of liability imposed upon Fast Response Marine Towing, arising out of or related to Fast Response's services, whether caused by Fast Response or any other party indemnified herein.

#### VI. SEVERABILITY

If any provision of this Contract is held unenforceable by any court within the United States, then such provision(s) may be stricken from this Agreement, however, the remaining provisions shall remain in full force and effect.

#### VII. ASSIGNMENT

Fast Response reserves the right to assign this agreement.

#### VIII. MODIFICATION

This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings with respect thereto. This contract may not be modified by Member, in whole or in part, in any way, unless Fast Response consents to it in a signed written instrument.

#### IX. VENUE

This contract shall be interpreted under the laws of the State of Florida. Any litigation under this Agreement shall be resolved in the judicial system of Miami-Dade County, Florida.