

BOATU.S. ON WATER TOWING SERVICE AGREEMENT

IN AN EMERGENCY SITUATION, CONTACT THE COAST GUARD OR OTHER GOVERNMENT AGENCY IMMEDIATELY

Thank you for choosing BoatU.S. On Water Towing!

These terms and conditions (the “**Terms**”) govern your Towing Service Membership (“**Membership**”) with BoatU.S. (“**BoatU.S.**”, “**we**,” “**our**,” “**us**”). Purchase or use of any Membership subjects the **Member** or user of **Member**’s rights to the provisions of the Terms, as amended from time to time. This is not an insurance contract.

These **Terms** and this Towing Service Agreement are not a promise of rescue or service and are restricted to **Towing Benefits** which can be provided with equipment immediately available to the **Service Provider**. Services will be provided within the safe parameters of the **Service Provider**’s capabilities, as exclusively determined by the **Service Provider**. **Member** acknowledges that **Service Provider** has the authority to decline to provide services when a **Covered Vessel** cannot be safely or reasonably reached, secured or serviced as determined within the sole discretion of the **Service Provider**.

Towing Service Levels: We currently provide the following towing service levels for **Recreational Vessels: Unlimited Towing** (available for existing Unlimited Towing **Members** only), **BoatU.S. Freshwater Towing**, and **BoatU.S. Saltwater Towing**. **Towing Benefits** vary depending on your towing service level. Membership eligibility, dues, fees, terms, services and benefits are subject to change without notice. In the event of any changes, the Terms will be updated and published at www.boatus.com.

A. Definitions – When used throughout, the following words and phrases are defined as follows:

1. **Covered Vessel** is a **Recreational Vessel** that becomes **Disabled** while being operated, or a vessel chartered, rented, leased or borrowed by the **Member** that becomes **Disabled** while being operated when the **Member** is on board and when that vessel’s owner is not present.
2. **Disabled** is when a **Covered Vessel** is rendered inoperable, is unable to proceed under its own power, and needs assistance.
3. **Incident** is an event, or a series of events arising from the same occurrence, that rendered the **Covered Vessel Disabled**.
4. **Member** is the person or persons identified on the **Membership Record** and for whom **Towing Benefits** apply in accordance with the **Member**’s service level.
5. **Membership Record** is the record affiliated with a **Member**, maintained by BoatU.S. and updated from time to time as necessary, which may include as applicable the **Member**’s name, contact information, and vessel information.
6. **Non-Restricted Location** is defined as a dock, mooring, or anchorage where the **Covered Vessel** is regularly kept, or a dock, mooring, or anchorage where the **Covered Vessel** has or can remain for twenty-four (24) or more hours.
7. **Recreational Vessel** means any motor-driven vessel legally owned, registered, licensed, and operated for recreational purposes by **Member**. Vessels carrying a passenger or passengers for hire are not a **Recreational Vessel**.
8. **Salvage** means any activity undertaken to assist a vessel in peril including, but not limited to, any grounding that is not a **Soft Grounding**; assistance requiring pumps, divers, airbags or other special equipment or more than one vessel; or vessels abandoned, wrecked, beached, on fire, damaged by fire, taking on water, sinking, sunk, previously sunk, in the surf or surf line, or in any other state of peril; in each case as determined by the **Service Provider** in its sole discretion.
9. **Service Area** is the **BoatU.S. Saltwater Towing Area** or **BoatU.S. Freshwater Towing Area** (as identified in the **Membership Record**) serviced by a TowBoatU.S. Licensed Towing Company (“**TowBoatU.S.**”) **Service Provider**. **Service Area** includes the navigable waters within twenty-five (25) continuous nautical miles of the

responding **Service Provider's** port. **Service Areas** are subject to these Terms, may vary depending on location and are subject to change at any time. **Service Areas** can be found online at www.boatus.com/servicelocator.

- a. **BoatU.S. Freshwater Towing Area** is limited to inland waters in the continental United States that are not affected by tides within which **Towing Benefits** will be provided. These waters are either self-contained or those inland of dams and/or locks. Such **Towing Benefits** exclude navigable inland lakes and rivers that flow unobstructed to sea, and all waters in the state of Florida.
 - b. **BoatU.S. Saltwater Towing Area** encompasses the Coastal Waters of the Continental United States affected by tides and those navigable lakes, bays, sounds, and rivers providing unobstructed access to the sea and all waters of the State of Florida within which **Towing Benefits** will be provided.
10. **Service Provider** is any person or entity that provides a material service to a **Member** under these **Terms** as an independent contractor of BoatU.S. pursuant to an active contract with BoatU.S. A **Service Provider** may include TowBoatU.S. but does not include BoatU.S.
11. **Soft Ungrounding** means ungrounding assistance when all of the following conditions apply, as determined exclusively by the **Service Provider**: the **Covered Vessel** is (1) in stable and moveable condition, (2) not in an unsafe or hazardous location, (3) surrounded by water on all sides, and (4) can be refloated by one **Service Provider** vessel within fifteen (15) minutes after arrival.
12. **Towing Benefits** are defined in Section B.

B. Towing Benefits are provided as follows:

1. Towing assistance to a port of choice within the responding **Service Provider's Service Area** when a **Covered Vessel** becomes **Disabled** on the water while being operated. As an alternative to towing, where available, the **Member** may receive a jump start or delivery of fuel, engine fluids, or basic engine parts to avoid a tow.
2. **Soft Ungrounding** assistance for a **Covered Vessel** that became **Disabled** and in need of **Soft Ungrounding** assistance while being operated.
3. A tow for the purpose of repairs of a **Covered Vessel** from a **Non-Restricted Location** to a dock or repair facility or point of haul out within twenty-five (25) navigable nautical miles of the location where the vessel became **Disabled**. In all cases, the **Member** will receive one tow per **Incident** from a **Non-Restricted Location**. This benefit does not provide tows for seasonal haul outs/storage, routine maintenance, winterization, impending weather, or general mooring.
4. A jump start or tow for the purpose of repairs when a **Covered Vessel** has been at an anchorage or mooring, where the **Covered Vessel** is not normally kept for fewer than seven (7) calendar days. If the **Covered Vessel** is towed, the repair facility or point of haul out must be within twenty-five (25) navigable nautical miles of the anchorage or mooring.

C. Exclusions to Towing Benefits:

1. When the vessel is **Disabled** or grounded immediately prior to or at the time of **Membership** purchase, or renewal if **Membership** was lapsed, and is not returned to operable use or ungrounded before subsequently becoming **Disabled** or involved in a **Soft Grounding** following Membership purchase or renewal, as applicable.
2. Transfer or transport of a **Covered Vessel**, including between anchoring, moorings, or docks, solely for purposes of repositioning the **Covered Vessel** for convenience.
3. Tows from a **Non-Restricted Location** when a **Covered Vessel** is **Disabled** within or before the first 30 days of **Membership** purchase or renewal if **Membership** had lapsed.
4. Tows from a **Non-Restricted Location** when the **Disabled Covered Vessel** is chartered, rented, leased, or borrowed by the **Member**.
5. **Salvage**.
6. Vessel retrieval after freeing from a storage location or place of mooring.
7. Towing a vessel from a repair facility at which it can be repaired.
8. The cost of fuel, parts, or supplies for the **Covered Vessel**.
9. Escort, navigation assistance (including weather related), search for lost vessels, or anchor or mooring retrieval.
10. Ungroundings at any dock or mooring.
11. Marina charges or customs fees.
12. Battery jump starts or tows resulting from a dead battery, faulty battery, or any other battery issue when:

- a. A **Covered Vessel** is at a dock considered to be a **Non-Restricted Location**; or
 - b. A **Covered Vessel** is at a mooring or anchorage considered to be a **Non-Restricted Location** for seven (7) or more calendar days.
13. Tows for routine maintenance including, but not limited to, winterization, seasonal haul outs, spring preparation, storm preparation, and scheduled maintenance.
 14. When **Towing Benefits** or similar services are available from another company or service.
 15. For **BoatU.S. Freshwater Towing Members** and **Unlimited Freshwater Towing Members**, any services in a **BoatU.S. Saltwater Towing Area**.
 16. **Member's** or any other unauthorized individual's personal labor, personal expenses, time, loss of income or wages, lodging, meals or travel expenses.
 17. Fines, penalties, costs, fees or other charges resulting from an incident that occurs in, or requires traversal of, a marine sanctuary or other legally protected or restricted area.
 18. Towing a **Covered Vessel** when the **Member** is a guest captain and the vessel's owner is on board, or when **Member** is a paid captain of any vessel, or where the vessel is used for commercial purposes.
 19. Any costs for multiple towing vessels or extra crew that may be required to tow a **Covered Vessel**. The **Member** may be charged for any additional expenses, services, towing vessels, equipment, or crew.
 20. Any service not specifically granted as **Towing Benefits** or otherwise excluded or not included in these **Terms** and this Towing Service Agreement. The **Member** will be charged for such services and any other associated costs.
- D. Payment –Towing Benefits** are paid per **Incident** in accordance with the **Member's** service level at the time the vessel became **Disabled**. Invoices must be submitted to us within 90 days of service.
1. **BoatU.S. Freshwater Towing** and **BoatU.S. Saltwater Towing**: Pays 100% for **Towing Benefits** provided to a **Covered Vessel** within the responding **Service Provider's Service Area**. However, if at any point the responding **Service Provider** leaves its **Service Area** or if the destination is greater than twenty-five (25) nautical miles from the responding towboat's port of dispatch, the maximum payment per **Incident** for **Towing Benefits** will not exceed U.S.D. \$3000.
 2. **Unlimited Towing (for existing Unlimited Towing Members only)**: With the exception of a tow from a **Non-Restricted Location**, the Unlimited Towing Membership pays 100% when **Towing Benefits** are provided to a **Covered Vessel** within the responding **Service Provider's Service Area**. The Unlimited Towing Membership pays 50% of a tow from a **Non- Restricted Location** up to U.S.D. \$2500. However, if at any point the responding **Service Provider** leaves its **Service Area** or if the destination is greater than twenty-five (25) nautical miles from the responding towboat's port of dispatch, the maximum payment per **Incident** for **Towing Benefits** will not exceed U.S.D. \$2500.
 3. **Applicable to all service levels**: If service is not provided by a **Service Provider**, prior authorization from our 24-Hour Dispatch Service is required. Upon authorization from us to accept assistance from a third-party service provider, **Towing Benefits** are paid per **Incident** at the rate of up to U.S.D. \$350 per hour for towing assistance and U.S.D. \$15 per foot for **Soft Ungroundings**. In all cases, payment will not exceed the **Member's** service level at the time the vessel became **Disabled**.

E. Additional Terms

1. **Term Activation**: Membership is effective at midnight in the **Member's** location, as listed on the **Membership Record**, the day following receipt of payment and expires as shown on the **Membership Record**. The **Member** is required to maintain a current email address on file with us so we may provide you with important membership information and notifications. It is the **Member's** responsibility to contact and inform **Service Provider** of any changes to the **Member's** Membership information or contact information.
2. **Your Membership is not insurance**: This Towing Service Agreement is not an insurance policy and does not provide for any compensation, liability or damages arising out of damage or injury to persons, boats or property.
3. **Services are provided on an "as available" basis**: Services are subject to availability and can vary depending on conditions that exist at the time. Alternatives to towing may be provided in the sole discretion of the responding **Service Provider**. The **Service Provider** will exercise professional discretion which cannot be interfered with or questioned then or thereafter, and which is final and binding.

4. **Evidence of ownership:** Evidence of ownership of a **Covered Vessel** must be provided at the time of service.
5. **Evidence of repairs:** Evidence of repairs to a **Covered Vessel** resulting from prior tows or pre-existing conditions must be provided at the time **Towing Benefits** are requested.
6. **Boats over sixty-five feet (65’):** Services are subject to availability. Where more than one **Service Provider** vessel is required to provide services for a vessel of this size, the **Member** may be charged for any additional expenses, services, towing vessels, equipment, or crew.
7. **Disabled** vessels that cannot be serviced in the nearest Bahamas facility and require a tow back to the United States will be towed only in accordance with the following:
 - a. **Disabled** vessels located in the Bahamas may be towed from West End, Grand Bahama Island to a destination between Boca Raton, FL and Jupiter Island, FL as determined in the sole discretion of **Service Provider**.
 - b. **Disabled** vessels may be towed from Bimini to a destination between Homestead, FL and Boca Raton, FL as determined in the sole discretion of the **Service Provider**.
 - c. If the location at which the **Covered Vessel** became **Disabled** or point of origin of the tow is another location within the Bahamas or outside of the United States, the maximum payment per **Incident** for **Towing Benefits** will not exceed U.S.D. \$3000 (U.S.D. \$2500 for Unlimited Towing Members). Additionally, the **Member** may select an alternative destination, but the maximum payment per **Incident** for **Towing Benefits** will not exceed U.S.D. \$3000 (U.S.D. \$2500 for Unlimited Towing Members).
8. **Terms are subject to change:** Membership benefits and services, including **Service Areas** and **Membership** service levels, are subject to change without notice. In the event of any changes, the **Terms** and **Member** benefits will be updated and published at www.boatus.com.
9. **Your right to cancel:** You may cancel this Towing Service Agreement within thirty (30) days of activation for a refund of **Member** dues; however, no refund will be made if **Towing Benefits** have been requested or received within the first 30 days.
10. **Our right to cancel:** We reserve the right to immediately cancel this Towing Service Agreement without reimbursement for any reason in our reasonable discretion, including for abuse of privileges. This includes, without limitation, misrepresentation of vessel condition, excessive towing, lack of care and diligence in the operation and maintenance of the vessel, and fraud.
11. **No assignment:** This Towing Service Agreement may not be transferred or assigned to another party.
12. **Consent to receive text messaging for dispatch purposes:** By using our service, you agree to accept text messaging for dispatch purposes.
13. **The BoatU.S. TRAILER ASSIST®** Towing Service Agreement can be found online at www.boatus.com.