



Thank you for choosing to be a Sea Tow Member

This is the Sea Tow Membership Agreement published on seatow.com. Should you have any questions, contact your local Sea Tow franchise, look for Frequently Asked Questions on seatow.com, or call STSI at 800-4-SEATOW (800-473-2869).

How to contact Sea Tow any time for On-Water Non-emergency Assistance:

- Hail "Sea Tow, Sea Tow, Sea Tow" on VHF channel 16
- Call your local Sea Tow franchise at the phone number on your membership card
- Call STSI's 24/7 line at 800-4-SEATOW (800-473-2869), or
- Use the Sea Tow Mobile App

IN EMERGENCY SITUATIONS:

HAIL THE U.S. COAST GUARD on VHF Channel 16 or call 911. Have everyone put on a life jacket, anchor the vessel where possible, fly a distress flag and follow instructions given.

SEA TOW MEMBERSHIP AGREEMENT

Under the age-old maritime doctrine of "*uberrimae fidei*" together we must meet a heightened standard of utmost good faith in telling one another everything material to our relationship. We discharge our duty to you, our Members, through this Membership Agreement (under the terms that follow). You discharge your duty to us, twice. First by becoming a member you represent that your vessel is in good working order and reasonably maintained. Second you discharge your duty in the event you contact Sea Tow for service and tell us all about your situation so we can determine what best to do.

As a basic rule, if and when you contact Sea Tow with a situation, make sure everyone is in life jackets and the vessel is moored or anchored (to the extent possible). You must thereupon tell us every bit of unvarnished truth. Boating is inherently dangerous, involving environmental, operational and HAZMAT risks. By reporting everything, you assist our franchisee (or other service provider) in determining how to help, including the best and most qualified person and equipment to dispatch. By not reporting every detail, you increase the risk not just to yourself, but to the provider who is intent on assisting you.

Remember in all emergencies - - or should you have any doubt - - contact the Coast Guard (or dial 911) and follow all instructions given.

TERMS AND THEIR MEANINGS

The following terms have the definitions as indicated:

Assistance Towing: Non-emergency assistance provided to a *disabled vessel* (See 46 U.S.C. §2101, 46 C.F.R. §136.110, et. seq.)

Charter/Rent/Lease*: When a *commercial vessel* that is bareboat chartered or rented, or is boat club owned, is used by the *member* with the permission of the vessel's registered owner, and the *member* is the master of the vessel (has care, custody and control) and neither the registered owner of the vessel nor any family member 18 years or older is on board. In other words, membership privileges do not apply if the *member* is only a guest on the vessel at the time it becomes disabled.

* The word "borrow" has been deleted. If a person wants coverage on any vessel he/she operates he/she can purchase a Professional Mariner Card, or a Gold/Lake Card for any boat he/she *charters, rents or leases*. If you want membership services regardless of who is operating a *commercial vessel* you get a Commercial Card. If you want membership services regardless of who is operating a *recreational vessel*, you get a Gold/Lake Card.

Commercial Vessel: Any motor-driven vessel, which is required to be controlled by a USCG-licensed captain, or is generating revenue, competing in events, being operated by a local, state or federal government official. For example: charter or rental, boat club, fishing, diving, surveying, law enforcement, crew boat, water taxi, professional race boat, or working in any professional manner.

Covered Vessel: Any vessel entitled to Sea Tow membership privileges at the time it becomes disabled.

Dangerous Surf: Breaking waves on shore, on a shoal, or in an inlet (typically due to adverse conditions) that threaten the safety of either the *member's* vessel or the Sea Tow vessel, and/or as determined by the Sea Tow Captain on scene.

Disabled (Vessel): A vessel which, while being operated, has been rendered incapable of proceeding under its own power and is in need of assistance.

Disentanglement: Removal of a line, rope, or other foreign object from the underwater running gear of a *disabled vessel* to remedy the disablement.



Fuel Delivery: Delivery of container(s) of gasoline or diesel fuel to a *disabled vessel* to remedy the disablement.

Home Area: The geographic area of responsibility ("AOR") that a Sea Tow franchise covers in which the *home port* of the *member's primary vessel* is located.

Home Port: A *member's* marina, launching ramp, dock or mooring for the *primary vessel*, from which the *member* conducts the majority of his/her boating, as specified by the *member* in advance of disablement.

Incident: Any event or series of events arising from the same occurrence that rendered the vessel *disabled*. An *incident* is deemed ongoing until it is shown to be cured.

Inland Freshwater/Inland Waters: Those waters in the Continental United States not affected by tides, typically self-contained bodies of water or those bodies of water inland of dams and/or locks; excluding navigable inland lakes and rivers that flow unobstructed to sea and all waters in the state of Florida.

Jump Start: Starting a *disabled vessel's* engine by attaching an external power supply to the starting circuit to remedy the disablement.

Member: The person or entity identified on the Sea Tow Membership Card to whom, and for which, membership privileges apply in accordance with the membership type as indicated on the Card.

Primary Vessel: The vessel used the majority of the time as designated by the *member* prior to disablement, from which the *member's home port* is determined. Proof of ownership by the *member* is required at the time it is disabled.

Recreational Vessel: Any motor-driven vessel that is not commercially registered or being used as a *commercial vessel* at the time it is disabled.

Safe Port: One that can accommodate and will accept the safe mooring of a vessel (per USCG Addendum to the NSS and IMSAR, COMDTINST M16130.2F, §4.1.2.4 "Safe Haven").

Salvage Operations: Any act or activity undertaken to assist a vessel or any other property in peril and in any waters whatsoever (per the IMO International Convention on Salvage 1989) 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 in any other state of peril.

Note: All defined terms are shown in italicized print.

MEMBERSHIP PROGRAM

Sea Tow Gold Card: This card provides membership privileges for any covered *recreational vessel* that is registered to or owned by the *member*, regardless of who is operating the *covered vessel* when it is *disabled*. The Gold Card *member* may also use these privileges on any vessel the *member* *charters, rents or leases*.

Sea Tow Lake Card: This card provides membership privileges for any covered *recreational vessel* that is registered to or owned by the *member*, regardless of who is operating the *covered vessel* when it is *disabled*. The Lake Card *member* may also use these privileges on any vessel the *member* *charters, rents or leases*. Privileges are limited to *Inland Freshwater/Inland Waters* outside of the state of Florida.

Sea Tow Trial Card: This card provides membership privileges for a single *recreational vessel* registered to or owned by the *member* (not *chartered, rented or leased*) and designated as the *primary vessel*, regardless of who is operating the *covered vessel* when it is disabled but excludes Dock-to-Dock Tows.

Sea Tow Commercial Card: This card provides membership privileges for a single *commercial vessel* that is registered to the *member*, designated as the *primary vessel*, regardless of who is operating the *covered vessel* when it is *disabled*, but excludes Dock-to-Dock Tows.

Sea Tow Professional Mariner Card: This card provides membership privileges for *members* who regularly operate multiple *recreational vessels* and/or *commercial vessels*, for any vessel where, regardless of ownership, the *member* is the master at the time of the disablement (has care, custody and control and thus not a guest), but excludes Dock-to-Dock Tows.



ORGANIZATION

Sea Tow is organized into three tiers. Each has a different function.

Sea Tow Services International, Inc. ("STSI"): STSI is the administrator of the Sea Tow System, including the worldwide membership program and the network of Sea Tow franchisees who provide assistance to Sea Tow *members*. STSI is the owner of a bastion of Proprietary Properties which it licenses to the Sea Tow Franchisees including the distinctive Sea Tow Trademarks (name, logos, trade dress including the color yellow and yellow and black lettering), Sea Tow Know How, Sea Tow Copyrights and Sea Tow Software.

Sea Tow Franchisee: Each Sea Tow Franchise is independently owned and operated by a Sea Tow Franchisee within an exclusive geographical area of responsibility (AOR) for the provision of services under the Sea Tow System through the Franchisee's deployment of vessels and personnel (including Sea Tow Captains) and determination by the Sea Tow Franchisee of whether and how to provide services upon the circumstances of the situation as presented prior to dispatch, including optimization of such services. A Sea Tow *member* is generally assigned by STSI to a specific franchisee's AOR in which the *member's home port* is located. The Sea Tow Franchisees are responsible for providing all services in all situations independently from STSI, including privileges under this Membership Agreement.

Sea Tow Captains: Sea Tow Captains are licensed, trained professionals with significant boating experience, having met the standards of the U.S. Coast Guard and licensed thereunder as Merchant Marine Officers (or the local equivalent in a country of origin where the situation is outside of the U.S.). In the event a *covered vessel* becomes *disabled* and needs *assistance towing* in an AOR, a Sea Tow Captain will respond under the dispatch and direction of the Sea Tow Franchisee, and in that Captain's professional discretion, determine the best course of action in accordance with this Membership Agreement. Ultimately, in all situations, all decisions are made on-scene by the Sea Tow Captain under the control of the Sea Tow Franchisee.

AREAS OF SERVICE

The following rules apply when an *incident* occurs to a *covered vessel* that is:

Within the *Member's Home Area*: The *member* receives, per *incident*, unlimited *assistance towing* for the *covered vessel(s)* to the dock of their choice within their *home area*, or Alternatives to Towing (as indicated below), within navigable waters. No time, distance or dollar limits apply.

Out of the *Member's Home Area*: When out of the *member's home area* or when the *member* does not have a designated *home area*, and, in either case, in an area where Sea Tow is operating, the *member* receives, per *incident*, one of the following: *assistance towing* of the *covered vessel* up to \$5000 per *incident*, to its *home port* or the nearest dock or Facility in a *Safe Port*, that in the Sea Tow Captain's judgment is commercially reasonable and will best facilitate repair or transportation of the vessel, or Alternatives to Towing (as indicated below) all within navigable waters. The Sea Tow Franchisee in whose AOR the *incident* originates will coordinate a commercially reasonable Tow Plan to be carried out at the time of the *incident*, in the future, or over multiple days and/or requiring a lay-up period, which Plan, in the Franchisee's best judgment and with the advice and consent of all other Sea Tow Franchisees involved, will best optimize the *member's* privileges.

Out-of-All Areas: In areas where Sea Tow is not yet operating, or when the *member* does not have a designated *home area*, the *member* will receive, per *incident*, services to the nearest dock or facility that will best facilitate the boat's repair or transportation in a *Safe Port*, with reimbursement for *assistance towing* of up to \$275 per hour up to \$5000 in total per *incident*, with no annual aggregate limit. A USCG licensed professional tower or local equivalent must provide the services and the bill must first be paid by the *member*. If unavailable, the *incident* shall be referred to the U.S. Coast Guard or other local authority. In order to receive reimbursement the *member* shall within 60 days of the *incident* submit a copy of the paid invoice with proof of payment via email to reimbursement@seatow.com (or in hard copy to Sea Tow Services International, Inc. Attn: Service Reimbursement, PO Box 1178, Southold, New York 11971). Tows and hourly rates in excess of \$275 per hour will not be paid without STSI's prior knowledge and authorization. For Lake Card *members*, Out-of-All Areas coverage applies to *inland freshwater* locations, only.

SERVICE PRIVILEGES

Services provided to the *disabled vessel* when an *incident* occurs will be in accordance with the following:

Towing Services: The *member* will receive one vessel per *incident* for *assistance towing*, or other covered service, when the *covered vessel* becomes disabled while away from the *member's home port*. If multiple Sea Tow vessels are required additional charges may apply. *Members* get priority over non-*members*.

Alternatives to Towing: In the sole discretion of the Sea Tow Captain, upon the conditions presented, and to remedy the disablement, the *member* may receive, as an alternative to towing the *covered vessel*, a *jump start*, *fuel delivery*, *disentanglement*, or other on scene service, at no additional charge to the *member* except for the costs of containers of fuel, parts or non-covered services used (e.g., diver, *salvage*, special unusual requests). If the disablement cannot be remedied on scene, the *member* will receive Towing Services.



Ungroundings: The *member* will receive, per *incident*, free ungrounding assistance to *covered vessel(s)* when all five of the following conditions apply: the vessel is in a stable, safe condition, not in *dangerous surf* or inside a *dangerous surfline*, surrounded by water on all sides, has some movement (i.e., rocking, or ability to rock), and can be refloated upon initial arrival or at the next high tide in 15 minutes or less by one Sea Tow boat. Ungroundings that do not meet the foregoing criteria or occurred while the vessel was not underway, are considered uncovered *Salvage Operations* and, if/when provided, are invoiced to the *member* and paid by the *member* as such.

Dock-to-Dock Tows: If a *covered vessel* becomes disabled at its *home port*, the *member* will receive one arranged tow per *incident* up to 25 miles total distance (measured over water from the vessel's designated *home port*), to a repair facility or ramp for immediate haul out, at no charge. In all cases the tow will be scheduled during off-peak hours and the *member*, or a *member's* designated representative 18 years of age or older, may be required by the Sea Tow Franchisee to, in its sole discretion, be aboard the vessel or present at the destination to accept receipt of the vessel. Dock-to-Dock Tows are not covered within the first 30 days after membership activation. Tows for hauling vessels out for the season or due to impending bad weather are not covered. *Member* must prove ownership of the disabled, *covered vessel* for at least sixty (60) days prior to the disablement, via the provision of Proof of Ownership at or prior to the receipt of services.

EXCLUSIONS, LIMITATIONS AND RESERVATIONS

The provision of services are subject to the following:

Activation: All new memberships activate 24 hours from receipt of payment. Any expired membership will have an activation period of 24 hours once payment is received. Membership privileges expire with membership expiration.

Boats Over 65 Feet: Each Sea Tow Franchisee has limitations on size of vessels that can be serviced, and so the *Member* must check with the local franchisee, as service for boats of 65' and over may not be available in all areas. Where more than one Sea Tow vessel is required to provide services for a vessel of this size, the *member* may be charged for such additional vessel and personnel.

Changes to Membership Account: It is the *member's* responsibility to contact and inform Sea Tow of any changes to information provided, including, but not limited to, *primary vessel*, *home port*, ownership, contact and other vessel information. Changes are effective 24 hours after Sea Tow receives notification. Failure to maintain current information may be grounds for denial of privileges or termination of membership.

Disentanglements: Disentanglements are performed at the sole discretion of the Sea Tow Captain as an alternative to providing Towing Services. Additional charges will apply if a diver is used.

Heavy Traffic: *Members* always receive priority service. However, during periods of heavy boating traffic or high volumes of assistance requests, response times may vary.

Insurance: A Sea Tow membership is not insurance nor part of an insurance policy and does not provide for any compensation, liability or damages arising out of injury to persons, boats or property. Service charges as part of an ongoing insurance claim such as *Salvage Operations*, including wreck removal or the towing portion of a damage claim covered by a hull insurance policy, are not covered by a membership. Any payment provided by an insurance company to a *member* for services rendered by Sea Tow is payable to Sea Tow, and if paid to the *member* must be paid over to Sea Tow immediately. Insurance companies are not third-party beneficiaries of the Sea Tow membership program.

Jump Starts: *Members* will not receive *jump starts* at *home ports*, but the Captain may provide *jump starts* during a voyage on open water to enable the *disabled vessel* to return to the *home (or safe) port*. On-water *jump starts* will be performed on scene only if the Sea Tow Captain, in his/her sole discretion, determines that the service can be performed safely and effectively.

Marine Sanctuaries and Restricted Areas: If an *incident* occurs in a marine sanctuary or other legally protected or restricted area, or if traversal of such an area is necessary to provide services, the *member* will be responsible for additional charges if and when incurred, including, but not limited to, standby time, additional equipment, and transport of local, state or federal officials to the site.

Mayday Situations: Responses and services to *members* may be delayed or deferred to give priority and assistance to lives or vessels in grave or imminent peril.

Membership Cancellation: Sea Tow reserves the right to cancel any membership at any time for abuse of privileges and without reimbursement. This includes, without limitation, misrepresentation (including vessel condition, situation or journey), excessive towing, fraud, intoxicated operation, lack of upkeep and care of the vessel, abuse of Sea Tow personnel or engagement in illegal activities of any kind.



Membership Privileges Do Not Apply: Membership privileges do not apply in at least the following situations: towing after the *disabled vessel* is pushed away from the dock; *fuel delivery* or *jump starts* at the home dock; use of pumps, divers, airbags or other special equipment; navigational assistance; escort, search for lost vessels; retrieving anchors or other equipment; charges to repair, haul, launch, commission, decommission, moor, dock or other marina charges.

Membership Refunds and Transfers: Full refunds will be provided when a membership has been automatically renewed and the refund request is made within 30 days of the effective date of the membership term with no membership services rendered in the interim. In all other cases, payment of a Sea Tow membership is non-refundable, but any remaining term on the membership is transferable by the *member* upon written notice to STSI.

Non-towing Assistance Items: Cost of items such as containers of fuel, parts, de-watering pumps, SCUBA divers, haul-outs, and the like, are not included with the privileges of this membership program and will be separately invoiced and paid by the *member*.

Offshore Coverage: *Members* will receive services offshore when weather conditions, available equipment, personnel and communications permit. Such services vary by AOR, and thus the local Sea Tow Franchisee will provide specific capabilities.

Other Towing Providers: Towing invoices from non-Sea Tow providers will not be reimbursed when there is a Sea Tow provider in the area. Charges from a Good Samaritan or other unlicensed individuals will not be reimbursed.

Per Incident Limitation: *Members* are limited to one tow (or Alternatives to Towing) per *incident*.

Pre-existing Problems: *Member* represents and warrants that each of the *covered vessel(s)* has been and will be in working order and seaworthy upon application and reasonably maintained as such during his/her membership term. Pre-existing problems and issues are not covered by the membership.

Proof of Ownership: Evidence of ownership of a *covered vessel* by registration, documentation, title or other legal document proving ownership must be provided at the time of service. If such evidence is unavailable at the time of service, the *incident* will be treated as non-covered and charges will be reimbursed should proof of ownership be provided to Sea Tow within 24 hours of service.

Salvage Operations: *Salvage Operations* are not privileges of membership.

Severe Weather: Responses and services may be delayed or deferred due to severe or dangerous weather conditions. In such cases, as in all instances deemed appropriate by the Sea Tow Captain, the Coast Guard or other government agencies may be notified and requested to respond.

BAHAMAS, MEXICO AND CANADA SERVICE FOR RETURN TO THE UNITED STATES

Vessels *disabled* in the Bahamas, Mexico or Canada will be serviced under this Sea Tow Membership Agreement, in accordance with the following additional, location-specific terms.

Privileges provided under Out-of-all-Areas service are limited to US \$275 per hour and up to \$5,000.00 per *incident*. The *member* is responsible for all additional out-of-pocket charges, including but not limited to, dockage while the tow is arranged, airfare for guests, passengers or themselves to and from the United States, customs fees, and the like.

Vessels will be towed to the United States only from a *Safe Port* and/or upon prior arrangement. Vessels will not be towed during periods of storms or conditions that could deteriorate or endanger the vessel, captain, crew or passengers of the towed vessel. The Sea Tow Captain will, in his/her sole discretion, decide when and how to perform the service.

Tows to the United States will only be performed Monday through Friday and by prior arrangement. All vessels being towed from a foreign port must clear U.S. Customs or otherwise as U.S. law dictates. All U.S. Customs, Bonding, Agent or other costs for the tower and the *member* are the responsibility of the *member*. Stand-by time of the towboat caused by Customs delays will be the responsibility of the *member* and invoiced per the franchise's rate card. All rights are reserved to fly-in parts or personnel to effect repairs in lieu of towing or to place personnel on board the vessel to assist in towing.

BAHAMAS

Vessels that cannot be serviced in the nearest Bahamas facility at Marsh Harbour, Nassau or Freeport, and require a tow back to the United States, must make arrangements with the local franchise, their *home area* Sea Tow Franchise and/or Sea Tow Services International. These vessels may only be towed to ports in the United States. Vessels may be towed from West End, Grand Bahama Island to Lake Worth Inlet, West Palm Beach, FL, Fort Pierce Inlet, Fort Pierce, FL or from Bimini to Port Everglades, Fort Lauderdale, FL or Port of Miami, Miami, FL. In lieu of towing the vessel, it may be shipped via freighter to the United States. *Member* is responsible for arrangements and Customs fees and paperwork; Sea Tow will pay freight charges only in accordance with the Out-of-All-Areas service provision.

Contact Sea Tow Bahamas directly at 1-772-225-3144



MEXICO – WEST COAST

When possible, vessels will be towed back to the United States from Ensenada, Mexico to the closest port allowed by U.S. Customs. All arrangements must be made via Sea Tow Services International. All vessels outside of Ensenada and south of the United States border will be serviced according to the Out-of-All-Areas service provision.

MEXICO – EAST COAST

All vessels will be serviced according to the Out-of-All-Areas service provision.

GOVERNANCE IN ALL CIRCUMSTANCES

SERVICES CAN VARY BY AOR, DEPENDING ON CONDITIONS THAT EXIST AT THE TIME. THE SEA TOW CAPTAIN ON SCENE WILL EXERCISE HIS PROFESSIONAL DISCRETION WHICH CANNOT BE INTERFERED WITH OR QUESTIONED THEN OR THEREAFTER, AND WHICH IS FINAL AND BINDING, TO PROVIDE SERVICES OR NOT, ALTER OR TERMINATE SERVICES PROVIDED, ENGAGE RESOURCES OR NOT, DELAY, TOW, REPAIR, OR WAIT FOR TIDE, WEATHER OR OTHER CONDITIONS.

MEMBERSHIP IS NOT A PROMISE OF RESCUE AND IS RESTRICTED TO THE PRIVILEGES WHICH CAN BE PROVIDED WITH EQUIPMENT IMMEDIATELY AVAILABLE TO THE SERVICE PROVIDER, WHETHER THE SEA TOW FRANCHISEE, CAPTAIN OR OTHER OPERATOR. *MEMBER* PRIVILEGES WILL BE PROVIDED DURING THE MEMBERSHIP TERM AND WITHIN SAFE PARAMETERS AND ON-WATER CAPABILITIES, AND WILL NOT BE RENDERED WHEN THE *DISABLED VESSEL* CANNOT BE SAFELY OR REASONABLY REACHED OR SECURED AND/OR PROPERLY SERVICED WITHOUT DAMAGE OR DANGER TO EITHER VESSEL OR PERSONS.

MEMBERSHIP IS A TYPE OF *SALVAGE*, AND THIS AGREEMENT IS GOVERNED BY FEDERAL MARITIME LAW. SEA TOW FRANCHISEES AND THEIR CAPTAINS ARE NOT AGENTS OF STSI. STSI, SEA TOW FRANCHISEES AND THEIR CAPTAINS, AS WELL AS THEIR AGENTS AND ASSIGNS, ARE NOT LIABLE FOR INCIDENTAL, ACTUAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE OR LOSS, PERSONAL INJURY, DAMAGE TO VESSELS, CARGO, CREW, OR PASSENGERS BY THE PROVISION OF SERVICES, OR THE ELECTION TO FOREGO, DELAY OR CHANGE, OR IN ANY OTHER MANNER UNDER THE TERMS OF THIS AGREEMENT EXCEPT UNDER AND THROUGH APPLICATION OF THE FEDERAL MARITIME "AFFIRMATIVE DAMAGES DOCTRINE". *MEMBER* HAS AND RETAINS LIABILITY FOR ALL ACTIONS UNDERTAKEN ON *MEMBER'S* VESSEL INCLUDING IN AND TO ITS CARGO AND ALL RISKS OF TOWING, *SALVAGE*, SERVICE OR LACK THEREOF, ARE ASSUMED BY THE *MEMBER* UNLESS AND UNTIL THE SEA TOW CAPTAIN IS ON SCENE, AGREES TO A PLAN AND UNDERTAKES CARE, CUSTODY AND CONTROL AND/OR WHEN *MEMBER* OR AGENT RETAINS AND/OR RETAKES CARE, CUSTODY AND CONTROL AND IN WHICH CASE THE MARITIME AFFIRMATIVE DAMAGES DOCTRINE APPLIES.

THE PARTIES CONSENT TO RESOLUTION OF ANY AND ALL CONFLICTS OR DISPUTES HEREUNDER BY FINAL AND BINDING ARBITRATION BEFORE THE SOCIETY OF MARITIME ARBITRATORS, INC. ("SMA"), AT 127 WEST 30TH STREET, 9TH FLOOR, NEW YORK, NEW YORK 10001 UNDER THE SMA'S MARITIME ARBITRATION RULES (AS PUBLISHED ON ITS WEBSITE, SMANY.ORG). THE SMA'S DECISION EMANATING FROM ANY SUCH ARBITRATION SHALL BE FINAL AND BINDING UPON THE PARTIES, AND SUBJECT TO ENFORCEMENT BY ENTRY OF JUDGMENT IN EVERY COURT OF COMPETENT JURISDICTION. SEA TOW MAY SEEK INJUNCTIVE RELIEF (TEMPORARY, PRELIMINARY AND/OR PERMANENT) FROM THE COURTS IN THE STATE OF NEW YORK (STATE OR FEDERAL AS JURISDICTION MAY ALLOW) AS MAY BE REQUIRED TO PROTECT ITS RIGHTS FROM IMMEDIATE AND/OR IRREPARABLE HARM. OTHERWISE ALL ISSUES SHALL BE DECIDED BY THE SMA IN ACCORDANCE WITH THE FOREGOING.

IN AN **EMERGENCY – ALWAYS** CALL 911 AND/OR HAIL THE COAST GUARD FIRST VIA VHF MARINE RADIO CHANNEL 16 WITH LOCATION AND NATURE OF DISTRESS, NUMBER OF PEOPLE ABOARD AND DESCRIPTION OF YOUR VESSEL, AND FOLLOW THE INSTRUCTIONS GIVEN. PUT ON YOUR LIFE JACKET AND STAY WITH YOUR VESSEL, DO NOT TRY TO SWIM ASHORE. PERSONAL LOCATION BEACONS (PLB OR EPIRB) ARE RECOMMENDED.

THIS AGREEMENT IS ENTERED INTO IN THE STATE OF NEW YORK, AND ONLY FEDERAL MARITIME LAW APPLIES, SUPERSEDING ALL STATE LAW, INCLUDING THAT OF NEW YORK. *MEMBERS* MAY ONLY RAISE A CLAIM CONCERNING OR ARISING UNDER THIS AGREEMENT BEFORE THE SMA, AS STATED ABOVE.



TRAILER CARE MEMBERSHIP AGREEMENT

This is the Sea Tow Trailer Care Membership Agreement published on seatow.com. Should you have any questions call STSI at 800-4-SEATOW (800-473-2869), or look for the Frequently Asked Questions on seatow.com.

How to contact Sea Tow any time for Non-emergency Assistance:

- Call our 24/7 line at 800-4-SEATOW (800-473-2869), or
- Use the Sea Tow Mobile App

IN EMERGENCY SITUATIONS:

CALL 911

TERMS AND THEIR MEANINGS

The following terms define the privileges that a Trailer Care membership offers when applied in this Agreement and when services are requested.

Roadside Assistance: Non-emergency assistance provided to a vehicle or trailer *disabled* along the side of an accessible road.

Disabled Towing Vehicle: A vehicle, that while being operated, has been rendered incapable of proceeding under its own power and is in need of assistance.

Disabled Trailer: Any recreational trailer, that while being hauled by a vehicle, has been rendered incapable of being moved due to mechanical failure.

Fuel Delivery: Delivery of gasoline or diesel fuel to a *disabled* towing vehicle to remedy the disablement.

Incident: Any event or series of events arising from the same occurrence that rendered the towing vehicle and/or trailer *disabled*. An incident is deemed ongoing until it is shown to be cured.

Jump start: Starting a *disabled* vehicle's engine by attaching an external power supply to the starting circuit to remedy the disablement.

Note: All defined terms are shown in italicized print.

MEMBERSHIP PROGRAMS

Trailer Care applies to all recreational trailers* owned by or registered to the member and provides service privileges up to \$300 per *incident*.

Trailer Care + applies to all recreational trailers* owned by or registered to the member and provides service privileges up to \$600 per *incident*.

SERVICE PRIVILEGES

The member will receive *roadside assistance* for the *disabled* trailer and/or *disabled* towing vehicle when away from its normal storage location. When conditions permit, and as an alternative to towing, the service provider may elect to make minor repairs or adjustments to the trailer or towing vehicle on scene. If the service provider makes the assessment that the disablement cannot be resolved on scene, the trailer will be towed to the nearest repair facility or safe location subject to the member's instruction.

Services for the towing vehicle are limited to *roadside assistance* for flat tires,** *jump starts*, lockout service & *fuel delivery*.

Services are covered up to \$300 per *incident* for Trailer Care or up to \$600 per *incident* for Trailer Care + and do not cover the cost of parts or fuel. Direct payment to the service provider will be made when available up to coverage limits. The member is responsible for any remaining balance to the service provider. All other member requests will be reimbursed up to the coverage limits per this agreement.

*Vehicles and trailers used for commercial purposes, as well as mobile homes, travel trailers and campers are not covered.

**Flat Tires: The member will receive a service replacement of the defective tire with the vehicle's spare. The service provider may elect to deliver a new tire, if necessary and reasonably possible, at the member's expense.



EXCLUSIONS, LIMITATIONS AND RESERVATIONS

Activation: The right to receive membership services commences 24 hours after payment in full is received. Membership privileges expire with Sea Tow Membership expiration.

Emergency Situation: If there is an immediate threat to life, health and/or safety, members must call 911.

Extrication or Winching Service: A trailer, or boat and trailer combo, will only be extricated when the service provider deems it safe to proceed, including reaching and extracting from a normally traveled road or established thoroughfare.

Jump starts: Service providers will provide battery *jump starts* for the towing vehicle when safe and reasonably practical. If a *jump start* cannot be performed safely, the service provider may elect to tow the member's trailer or towing vehicle to a location where the situation can be remedied.

Membership Cancellation: We reserve the right to cancel any membership at any time for abuse of privileges and without reimbursement. This includes, without limitation, misrepresentation of trailer or towing vehicle condition, situation, excessive towing, fraud, intoxicated operation, lack of upkeep and care of the trailer or towing vehicle, or abuse of Sea Tow personnel, or engagement in illegal activities of any kind.

Membership Refunds and Transfers: Full refund will be provided if a written request is made and received by Sea Tow within 30 days of receipt of payment, including by auto-renewal, and provided no membership services were rendered in the interim. In all other cases, payment for Trailer Care membership is non-refundable, but any remaining term (of the one year) on the membership is transferable by the member upon written notice to STSI, emailed to info@seatow.com or mailed to: Sea Tow Services International Inc., Attn: Trailer Care, PO Box 1178, Southold, NY 11971.

Other Towing Providers: Members will be reimbursed up to the \$300/\$600 limit for membership services that have been provided by a properly licensed professional *roadside assistance* provider not dispatched through the program, upon presentation in writing of a paid invoice, with the provider's company name and contact information and evidence of payment, together with the specific date of service, details of services provided and the duration of service, within 60 days of the provision of services, to STSI, emailed to trailer@seatow.com or mailed to: Sea Tow Services International Inc., Attn: Trailer Care Reimbursement, PO Box 1178, Southold, NY 11971.

Pre-Existing Problems: Member represents and warrants that his/her towing vehicle and trailer(s) have been and will be in reasonable working order, and reasonably maintained, upon application and prior to any request for service during the membership term. Pre-existing problems and issues of which the member is aware are not covered by this membership.

Proof of Ownership: Evidence of ownership of trailer or towing vehicle by state registration, title or other legal documentation of ownership must be provided at the time of service. If such evidence is unavailable at the time of service the *incident* will be treated as not covered and charges will be reimbursed only if proof of ownership is provided within 24 hours thereafter.

IN SUM:

- Members are limited to one act of service per *incident*.
- Services provided are not part of an insurance policy and do not provide for any liability or damages arising out of injury to persons or property.
- Cost of services varies by the service provider and should be discussed and agreed upon prior to services being rendered. STSI is not responsible for disputes arising over costs of services.
- Response times will vary from area to area.
- Response is not guaranteed, nor guaranteed within a designated period of time.
- Repairs related to the *incident* that occur after the *roadside assistance*, or delivery of the trailer, are not covered.
- Service Provider's Right to Decline Service: In order for services to apply, member is required to maintain the towing vehicle or trailer on regularly traveled roads or highways. Thus, where the *incident* occurs at a location where in the service provider's sole discretion, service is not immediately practical, possible or safe (including but not limited to, a beach, unpaved seasonal road, in a field, creek bed, or in a restricted area), service provider may decline to provide services. Should the service provider elect to proceed, the charges for the labor and equipment required to get the trailer back on the road are at the member's expense. If access to the trailer is blocked, or if the trailer is completely submerged, service can be rendered only after the trailer is rendered accessible, and service provider is not required to put such trailer in an accessible position.



- This Agreement is entered into in New York, and New York law applies. Members may only raise a claim concerning or arising under this Agreement before the SMA, as stated in the Sea Tow Membership Agreement, above.

LIABILITY

Reliable and competent service providers will be sought to deliver *roadside assistance* services in the event of an *incident*. Service providers are independent contractors and STSI assumes no liability for their acts or omissions. STSI is not responsible for any actual, consequential, incidental, or other damages that may result from the acts or omissions of such service providers, or any defects or deficiencies in the goods or services provided. Such liability is the sole responsibility of the service provider and must be promptly reported to the service provider by the member.

AUTOMATIC RENEWAL PROGRAM AGREEMENT

By consenting to automatic renewal, you agree that your Sea Tow and/or Trailer Care membership(s) will automatically and annually renew approximately 10 days prior to the end of your membership term unless you notify us at least thirty (30) days prior to the expiration date of your current membership term in writing emailed to: info@seatow.com or mailed to: Sea Tow Services International Inc., Attn: Automatic Renewal Cancellation, PO Box 1178, Southold, NY 11971. You can also modify automatic renewal and other aspects of your information by logging into your account on seatow.com. Your membership(s) will automatically renew for an additional one-year term, unless you have chosen to cancel participation in the Automatic Renewal Program.

You are required to maintain a current email address on file with Sea Tow so we may notify you of all events. No printed mailings will be done. It is the member's ongoing responsibility to keep all information on file with Sea Tow up to date and to modify such information immediately upon a change.

Upon such automatic renewal, the credit, debit or bank card on file with Sea Tow will automatically be charged the membership fee(s) at the then current rate for the membership option(s) being renewed. Should your credit, debit, or bank card be declined the membership(s) will not be renewed. To make any changes, access your account on www.seatow.com and/or by calling Sea Tow at 1-800-4-SEATOW (800-473-2869).

Full refunds will be provided when a membership has been automatically renewed and the refund request is made within 30 days of the membership term and no membership services have been rendered in the interim. In all other cases, Sea Tow membership is non-refundable, but any remaining term on the membership is transferable by the member upon written request received by STSI.

This agreement is entered in New York, and New York law applies. Members may only raise a claim concerning or arising under this Agreement in the SMA, pursuant to the process indicated under Membership Agreement, above.