



Sea Tow Membership Agreement

Thank you for choosing to be a Sea Tow member!

This is the Sea Tow Membership Agreement with updates on seatow.com. Should you have any questions, please call us at 800-4-SEATOW (800-473-2869), contact your local Sea Tow, or look for our FAQ at seatow.com.

We are Your Road Service at Sea[®]

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

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 our 24/7 National Dispatch Center at 800-4-SEATOW (800-473-2869);
- Use the Sea Tow Mobile App
- Call your local Sea Tow at the phone number on your member card.

Terms and Their Meanings

The following terms are defined in order to help *members* understand the privileges that a Sea Tow membership offers when applied in this Agreement and when services are requested.

Assistance Towing: Non-emergency assistance provided to a *disabled vessel* (as defined in the Federal Register 1988 and Code of Federal Regulations).

Charter/Rent/Lease/Borrow: Use of a chartered, rented, boat club or borrowed vessel by the *member* with the permission of the vessel’s registered owner, where 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*.

Commercial Vessel: Any vessel, with an engine, that is commercially registered or being used in a commercial manner either generally or at the time it becomes *disabled*, including, but not limited to charter or rental, peer-to-peer rental, boat club, fishing, dive, survey, law enforcement, crew boat, water taxi, professional race boat, or other such working vessel.

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; and excludes navigable inland lakes and rivers that flow unobstructed to sea, and as well as 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 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 vessel, with an engine, that is not commercially registered or being used as a *commercial vessel* at the time it is *disabled*.

Safe Port: One that can accommodate the safe mooring of your vessel and has available a means of communication (per USCG SAR Policy, "Safe Haven").

Salvage Operations: Any act or activity undertaken to assist a vessel or any other property in danger and in any waters whatsoever (per the IMO International Salvage Conference 1989).

Note: All defined terms are shown in italicized print.

Membership Programs

Sea Tow Gold Card: This card provides membership privileges for any covered *recreational vessel* that has an engine and 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 his/her privileges on any vessel he/she *charters, rents, leases or borrows*.

Sea Tow Lake Card: This card provides membership privileges for any covered *recreational vessel* that has an engine and is registered to or owned by the *member*, regardless of who is operating the *covered vessel* when it is *disabled*, but only on *Inland Freshwater/Inland Waters*, and excluding Florida. The Lake Card is designed for those *members* who boat solely on fresh, non-tidal, *inland waters*. The Lake Card *member* may also use these privileges on any vessel he/she *charters, rents, leases or borrows* in those *Waters*.

Sea Tow Commercial Card: This card provides membership privileges for a single *commercial vessel* that has an engine and is registered to the *member*, which is the *primary vessel*. The Commercial Card covers the *primary vessel* only, regardless of who is operating the vessel at the time it is *disabled* at a fixed rate of \$100 USD per hour, and excludes Dock-to-Dock Tows.

Sea Tow Professional Mariner Card: This card is designed for *members* who regularly use multiple vessels in the performance of their maritime duties, such as yacht delivery captains, on-water instructors, charter captains, and the like. The *member* may use his/her privileges on any vessel the *member* is operating and is the master of, regardless of ownership, excluding the performance of Dock-to-Dock Tows (which are not covered by this Card).

Organization

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

Sea Tow Services International Inc.: The corporate office is responsible for the administration of the Sea Tow worldwide membership program and the network of Sea Tow franchisees who provide assistance to Sea Tow *members*.

Sea Tow Franchisee: Each Sea Tow Franchise is independently owned and operated by a Sea Tow Franchisee and charged with an exclusive geographical area of responsibility (AOR) in which to provide services to Sea Tow *members* through its deployment of vessels and personnel (including Sea Tow Captains), determination of optimum ports of operation, and whether and how to provide services upon circumstances presented and with safety as the priority. A Sea Tow *member* is generally assigned by Sea Tow Services International Inc. to a specific franchisee's AOR in which the *member's home port* is located, and that Franchisee is then responsible for providing *member* privileges, under this Membership Agreement, to that member.

Sea Tow Captains: Sea Tow Captains are trained professionals with significant boating experience. Sea Tow Captains meet the standards of the United States Coast Guard as licensed Merchant Marine Officers. In the event a *covered vessel* becomes *disabled* and needs *assistance towing* in an AOR, a Sea Tow Captain will respond under the direction of the Sea Tow Franchisee, and in his/her professional discretion, determine the best course of action.

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). 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* to the nearest dock or facility, that in the Sea Tow Captain's judgment, will best facilitate repair or transportation of the vessel; Alternatives to Towing (as indicated below); or, *assistance towing* of the *covered vessel* to its *home port* where the *home port* is in the Sea Tow area (AOR) adjacent to where the *incident* occurred.

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*, assistance in arranging, and reimbursement for *assistance towing* of up to \$225 per hour, not to exceed \$5000 per *incident*, to the nearest dock or facility that will best facilitate the boat's repair or transportation, with no annual aggregate limit. A USCG licensed professional tower must be used and the bill must be paid by the *member*. In order to receive reimbursement the *member* must within 60 days of the *incident* submit a copy of the paid invoice via email to reimbursement@seatow.com or to Sea Tow Services International, Attn: Service Reimbursement, PO Box 1178, Southold, New York 11971. Tows and hourly rates in excess of \$225 per hour will not be paid without prior authorization. For Lake Card *members* Out-of-All Areas coverage only applies to *inland freshwater* locations.

Service Privileges

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* (no diver), or other on scene service, at no additional charge to the *member* except for 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 surf* line, 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 are considered *salvage* services and are invoiced to the *member* as such.

Dock-to-Dock Tows: If the *primary vessel* becomes disabled at the member's *home port*, the *member* will receive one arranged tow per *incident* within the member's *home area*, 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, must be aboard the vessel. Dock-to-Dock Tows are not covered within the first 30 days after membership activation or a change in *primary vessel*. Tows for hauling vessels out for the season or due to impending bad weather are not covered.

Exclusions, Limitations and Reservations

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

Boats Over 65 Feet: Service is not available in all areas. If more than one Sea Tow vessel is required the *member* may be charged for such equipment and services.

Changes to Membership Account: It is the *member's* responsibility to contact and inform Sea Tow of any changes to their information, 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, with safety as the priority. 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: The 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 a *salvage operation*, wreck removal or the towing portion of a damage claim covered by a hull insurance policy are not covered by the membership. Any payment provided by an insurance company to the *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: For safety reasons, members will not receive *jump starts* at *home ports* or in order to embark on a voyage. 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.

Marine Sanctuaries and Restricted Areas: If an *incident* occurs in a marine sanctuary or other legally protected or restricted area, 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 danger.

Membership Cancellation: Sea Tow reserves the right to immediately cancel any membership at any time for abuse of privileges without reimbursement. This includes, without limitation, misrepresentation of vessel condition, excessive towing, fraud, intoxicated operation, lack of upkeep and care of the vessel, or abuse of Sea Tow personnel.

Membership Refunds and Transfers: Full refunds will be provided in the instances of Automatic Renewal charges if the refund request is made within 30 days of the effective date of the membership term and provided 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 notice to Sea Tow International.

Non-towing Assistance Items: Items such as containers of fuel, parts, de-watering pumps, SCUBA divers, haul-outs, and the like, are not privileges of the membership program and will be separately invoiced.

Offshore Coverage: Members will receive services offshore when weather conditions, available equipment, personnel and communications permit. Such service varies by area (AOR).

Other Towing Services: Towing invoices from non-Sea Tow providers will not be reimbursed when there is a Sea Tow provider in the area. A Good Samaritan or other unlicensed individual may not charge for services as it is in violation of Federal law. A *member* will not receive reimbursement for this type of service. Sea Tow is not responsible for the actions of providers who have no pre-existing contractual relationship with Sea Tow.

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 upon application and reasonably maintained during his/her membership term. Therefore, pre-existing problems are not covered by the membership.

Proof of Ownership: Evidence of ownership of a *covered vessel* by state registration, U.S. Coast Guard Documentation, 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 non-covered and charges may be incurred if proof of ownership is not provided to Sea Tow within 24 hours of service.

Salvage Operations: *Salvage operations*, 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, 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, the U.S. Coast Guard or other government agencies may be notified and requested to respond.

Bahamas, Mexico and Canada Service for Return to the United States

These service guidelines may be modified or terminated at any time without notice.

In all cases the member or a designated representative must be aboard the vessel.

Vessels *disabled* in the Bahamas, Mexico or Canada will be serviced in accordance with the Sea Tow Membership Agreement.

Privileges provided under Out-of-all-Areas service are limited to USD \$225 per hour or \$5,000.00 per *incident*, whichever is less. The *member* is responsible for any additional charges, including but not limited to, dockage while the tow is arranged, flying 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* 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 to perform the service.

Tows to the United States will only be performed Monday through Friday by prior arrangement. All vessels being towed from a foreign port must clear U.S. Customs or other as U.S. law indicates. 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 or Sea Tow Services International. These vessels may only be towed to commercial 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 to the Out-of-All-Areas service provision.

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 via Sea Tow San Diego or Sea Tow Services International. All other vessels 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 area, depending on conditions that exist at the time. In the interest of safety, 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. Safety is always the number one priority.
- Membership is not a promise of rescue and is restricted to the privileges which can be provided with equipment immediately available to the Sea Tow Franchisee, Captain or other operator. *Member* privileges will be provided during the active 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.
- Sea Tow Services International, Sea Tow Franchisees, Sea Tow Captains, 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 manner under the terms of this Agreement. By becoming a *member*, all risks of towing, salvage, service or lack thereof, are assumed solely by the *member*.
- Membership privileges do not apply in the following situations, including, but not limited to: towing after *disabled vessel* is pushed away from dock; *fuel delivery* or *jump starts* at 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.
- REMEMBER: In an EMERGENCY – Hail the Coast Guard first via VHF Marine Radio, on Channel 16 with location and nature of distress, number of people aboard and description of your vessel. Put on your life jacket and stay with your vessel, do not try to swim ashore if any distance away. Personal Location Beacons (PLB or EPIRB) are recommended.
- 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 in the Courts of the State of New York.