

## SERVICE CONTRACT PRIVILEGES

**Towing Services:** Sea Tow will provide one vessel for assistance towing, or other covered service, to your covered vessel if it becomes disabled while away from your home port.

**Alternatives to Towing:** When conditions permit, the Sea Tow captain, as an alternative to towing the covered vessel, may elect to provide a **Jump Start, Fuel Transfer, Disentanglement** (no diver) or other on-scene service at no additional charge to the member except for fuel, parts or non-covered services used (e.g., diver, salvage, special unusual requests). If the problem can not be resolved on-scene, Sea Tow will tow the covered vessel.



**Ungroundings:** Sea Tow will provide free ungrounding assistance to covered vessels when all five of the following conditions apply, namely that the vessel: is in a stable, safe condition, is not in dangerous surf

or inside a dangerous surf line, is surrounded by water on all sides, has some movement (i.e., rocking), 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 is disabled at a safe port in your home area, Sea Tow will tow you to your home port at no charge. If the primary vessel is disabled at your home port, Sea Tow will arrange a tow within your home area, at no charge. In all cases the tow will be scheduled during off-peak hours and the member must be aboard the vessel. Dock-to-Dock Tows are not normally covered within the first 30 days after membership activation.

Hauling vessels out for the season and due to impending bad weather are not covered.

## LIMITATIONS AND RESERVATIONS:

**Mayday Situation:** As professional mariners, Sea Tow and Sea Tow captains reserve the right to delay response to members in order to provide assistance to vessels in grave or imminent danger.

**Severe Weather:** Sea Tow reserves the right to decline or delay service due to severe or dangerous weather conditions. In such cases, the Coast Guard may be notified by Sea Tow and requested to respond.

**Jump Start:** For safety reasons, Sea Tow will not provide jump starts at home ports. On-water jump starts are at the discretion of the captain and only if they can be performed safely.

**Non-Towing Assistance Items:** Items such as: fuel, parts, de-watering pumps, SCUBA divers, haul-outs, etc., are not covered by the membership program.

**Heavy Traffic:** Sea Tow members always receive priority service. However, on days of heavy boating traffic, calls will be handled on a first member called - first member assisted basis.

**Salvage Operations:** Salvage Operations are not covered by the membership. Vessels wrecked, beached, on fire, taking on water, in the surf or surf line, or sinking are not covered by the membership.

**Disentanglements:** Disentanglements are at the discretion of the captain and will be completed to the best of his/her ability. In some cases a tow may be safer. If a diver is used, there will be a charge for their time.

**Pre-existing Problems:** A membership applicant guarantees that the covered vessel(s) will be reasonably maintained and in reasonable working order when he/she joins. Therefore, pre-existing problems are not covered under one's membership. This applies to new memberships and any changes in ordinary vessel information.

**Refunds:** Refunds, less a processing fee, will only be provided within 30 days of membership activation provided no membership services have been rendered.

**Insurance:** Towing charges as part of an 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 member privileges. Towing charges for any insurance recovery services provided by Sea Tow are payable to Sea Tow.

**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 benefits expire with membership expiration.

**Other Towing Services:** Towing invoices from non-Sea Tow providers are not covered when there is a Sea Tow provider in the area. A non-licensed Good Samaritan, marina or other may not charge for services as it is in violation of federal law. Sea Tow will not offer reimbursement for this type of service as it should be given free of charge. Sea Tow is not responsible for the actions of providers who have no pre-existing written contractual relationship with Sea Tow.

**Changes to Primary Vessel:** It is the member's responsibility to immediately contact Sea Tow and inform them of any changes to the primary vessel.

**Second Sea Tow Boat:** If the use of a second towboat is required, the member may be charged for the services rendered by the second towboat.

**Proof of Ownership:** Evidence of ownership by registration, documentation or bill of sale must be provided at time of service. If such evidence is unavailable, and not provided to Sea Tow within 24 hours, you may be charged for services rendered.

**Boats Over 65 Feet:** Service is not available in all areas. If a second towboat is required the member may be charged for services rendered by the second towboat.

**Lake Card Membership:** Multiple Area Towing and Universal Towing Coverage benefits do not apply.

If your vessel is aground in a marine sanctuary or other protected area, you may be responsible for additional charges.

Members are limited to one tow (or alternative to tow) per incident.

Services provided by Sea Tow are not part of an insurance policy and do not provide for any liability or damages arising out of injury to persons, boats or property.

Sea Tow reserves the right to withdraw any membership for abuse of privileges without reimbursement. This includes misrepresentation of vessel condition, excessive towing, fraud, intoxicated operation or lack of upkeep and care of the vessel.

## DEFINITIONS

The following terms are defined in order to help members understand the privileges that a Sea Tow membership offers.

**Assistance Towing:** Non-emergency assistance provided to a disabled vessel (definition from the Federal Register 1988).

**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 the registered owner of the vessel is not on board (i.e. membership privileges do not apply if the member is only a guest on the vessel).

**Commercial Vessel:** Any vessel, with an engine, that is commercially registered or being used in a commercial marine, including, but not limited to: charter, rental boat club, fishing, dive, survey, law enforcement, crew boats, water taxis, professional race boats, or other working vessels.

**Covered Vessel:** Any vessel covered by a Sea Tow membership type: Gold Card, Lake Card, Corporate Card, Commercial Card or Professional Mariner Card.

**Dangerous Surf:** Breaking waves on shore, on a shoal, or in an inlet (typically due to adverse current) that threaten the safety of either the member's vessel or the Sea Tow vessel.

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

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

**Fuel Transfer:** Delivery of gasoline or diesel fuel to disabled vessel.

**Home Area:** The large geographic area of responsibility (AOR) that a Sea Tow franchise covers that will include your home port.

**Home Port:** A member's specified marina, yacht club, pier, launching ramp, dock or mooring.

