

Standard Form Marine Salvage Contract

IT IS HEREBY AGREED this ____ day of _____, 20____, at _____ hours at _____ [Insert Location] by and between _____ [Insert Owner's/Agent's Identity] for the Vessel named _____ [Insert Vessel Name] with Documentation or Registration Number _____ [Insert Number] which is described as _____ [Insert Make, Year, Length] and insured by _____ [Insert Insurer's/Underwriter's Identity] and **Offshore Marine Towing, Inc.** ("OMT"), that OMT will salvage the Vessel under the following terms and conditions:

1. Salvor agrees to render assistance to and endeavor to save said Vessel and its property and deliver her afloat or ashore at _____ [Insert Location], or to the nearest safe port if unspecified herein, as soon as practicable.

2. Salvor shall have the requisite possession and control of the subject Vessel and be entitled without expense to the reasonable use of the Vessel and its gear in the performance of recovery or towing operations.

3. Said salvage by the Salvor shall terminate upon delivery of said Vessel as designated herein. Owner and its Insurer/Underwriter shall be responsible for any storage, towing, or other port or marina charges following delivery and for risk of loss thereafter.

4. Compensation to Salvor for the services performed hereunder shall be in accordance with the 1989 International Convention on Salvage (SALCON 1989). No agreement on price or its reasonableness has been made at the scene unless agreed to in writing.

5. Services hereunder are rendered on a "No Cure, No Pay" basis; however, Salvor shall be entitled to a reasonable payment for the prevention or minimization of environmental damage in accordance with Articles 13 & 14 of the 1989 International Convention on Salvage, as well as for cleanup or wreck removal in the event the Vessel is deemed a constructive total loss. Payment is due promptly upon presentation of Salvor's bill. Interest at the rate of one and one-half (1.5%) percent per month (or the maximum legal rate allowed) shall accrue on any unpaid balance from 30 days after completion of salvage, and presentation of a salvage bill.

6. In the event of any dispute regarding this salvage or concerning the reasonableness of any fees or charges due hereunder, all parties agree to binding arbitration pursuant to The Boat Owners' Association of the United States' Salvage Arbitration Plan. **IMPORTANT, READ WITH CARE** -- For the purpose of compelling arbitration, all parties consent to the jurisdiction and venue of the Federal Court situated within the Southern District of Florida upon service of process made in accordance with the statutes of the United States.

All parties waive any and all rights to object to personal jurisdiction in said described forum for the purpose of litigation commenced to compel arbitration.

7. It is understood that services performed hereunder are governed by the Admiralty and Maritime Jurisdiction of the Federal Courts and create a maritime lien against the Vessel and its appurtenances, or its posted security. Salvor's lien shall be preserved until payment. Salvor agrees in lieu of an arrest or attachment to accept from the Vessel's Underwriter, a Letter of Undertaking (acceptable in form and content) for an amount one and one-half (1.5) times the presented billing with a copy of the insurance policy and coverage information. If the Vessel is uninsured or its Underwriter cannot provide a Letter of Undertaking, Owner agrees to post a Surety Bond with Salvor's designated Escrow Agent in an amount equal to one and one-half (1.5) times the Salvor's bill. If no Letter of Undertaking is provided from an insurance company approved by Salvor, or Owner does not post a Surety Bond, Salvor may at its option litigate rather than arbitrate and may have the Vessel arrested and taken into the custody of the United States Marshall pending receipt of payment in full. In any event, the Vessel shall not, without the consent of Salvor, be removed from the port of delivery, until Salvor deems its payment secure. Salvor may satisfy collection of fees or charges hereunder by recourse to any security posted and shall also be entitled to any costs incurred in collection of payments due hereunder including reasonable attorney's fees whether or not suit is brought and for representation in both the Trial and Appellate Courts.

8. Salvor hereby warrants that it is acting on its own behalf and on behalf of any subcontractors retained by Salvor to perform services in the recovery or delivery of the Vessel. Salvor shall be responsible for any such subcontractors' compensation.

9. In the event the Salvor has already rendered salvage services to the described Vessel prior to execution of this contract, the provisions of this contract shall apply to such salvage services.

10. Salvor may maintain possession of the Vessel until it has been fully paid and it is entitled to reasonable compensation for storage.

(OMT Signature)

(Owner/Master Signature)

(OMT Print Name)

(Owner/Master Print Name)

Offshore Marine Towing, Inc.:

By Or On Behalf Of The Owner & Vessel:

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