

	Chesapeake Flotillas, LLC 487 E Main Street Somerville, NJ	October 22, 2018
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VESSEL RELOCATON AGREEMENT

WITNESS this Agreement made and entered into this (Enter date) by and between (Name of owner and subject vessel) (hereinafter "Owner(s)") and Chesapeake Flotillas, LLC for and on behalf of Captain Rob Chichester of Somerville, NJ (hereinafter "Chichester"). WHEREAS, Owner(s) warrants that he/she/they is/are the owner(s) of that certain (describe vessel) presently located at the (current location) (hereinafter Vessel;) and WHEREAS, Owner(s) desires that Chichester move said Vessel by water to a marina of choice in (destination) (hereinafter "destination") which route may include various inland and near coastal waters.

NOW THEREFORE in consideration of the sum of 1 dollar in hand paid and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto, hereby agree as follows:

1. The foregoing preambles are incorporated.
2. Chichester shall, beginning on or about (start date), undertake to transit the Vessel using such crew as Chichester shall deem appropriate, to the Destination with the understanding that said transit is conditioned upon and subject to, weather conditions, water conditions, vessel conditions, navigational conditions, and commercial and military circumstances and any and all other Force majeure matters, all of which are beyond Chichester's control and which may delay or prevent the transit.
3. In consideration for Chichester's using his best efforts to deliver said Vessel to its Destination and beginning on the date hereinabove set forth whether said transit actually starts then or not, Owner(s) shall pay to Chichester the sum of \$700.00 per day for Chichester including 4 crew members that Chichester in his sole discretion deems necessary and appropriate to safely and expediently effect the delivery. Owner(s) shall pay to Chichester at the execution hereof, the sum of \$700.00 by way of an advance on all sums contemplated to be paid by Owner(s) under the terms of this Agreement.

4. Upon presentation of reasonable documentation, Owner(s) shall reimburse Chichester for all costs of delivery including but not limited to:
 - Fuel, oil, maintenance and repairs
 - Dock and slip fees
 - Transportation of Chichester and crew from the city and state of their residence to the present location of the Vessel, and upon completion of the Delivery, back to the city and state of their residence.
 - Food, beverage and amenity provisioning for Chichester and crew.
5. Chichester shall undertake all activities and incur such expenses on Owner's behalf as shall be appropriate for the proper preparation, maintenance repair, navigation, towing, fueling, provisioning and transiting of the Vessel, should the Owner(s) not be present.
6. Owner(s) Warrants and Represents to Chichester that the Vessel is in proper physical and mechanical condition and that all systems on the Vessel included not limited to mechanical, HVAC, plumbing, navigational, electrical are in good and working order except as follows (if all systems are in proper working order, indicate "none"): _____.
7. Notwithstanding Paragraph 6 above, Owner(s) further agrees to Chichester and any crew required conducting a pre-departure inspection of the vessel to determine its seaworthiness with respect to the planned route and given the forecasted weather and sea conditions. This inspection will typically require at least one working day. Said inspection may take place any time prior to the scheduled departure and not necessarily the day immediately before departure. Owner(s) agrees that Chichester and any crew will be paid according to the terms in Paragraphs 3 and 4 above for the day of inspection.

IF THE OWNER IS NOT ABOARD: *(delete the following 2 paragraphs if owner is aboard)*

8. Owner(s) hereby authorizes Chichester at Owner's expense to undertake such repairs and modifications as Chichester shall deem necessary and appropriate to affect the safe delivery of the Vessel, should the Owner(s) not be present.
9. Chichester hereby agrees that he will make reasonable efforts to attempt to contact Owner(s) prior to undertaking any repair or modification to the Vessel in excess of \$500.00 except in circumstances that present a danger to life or to the Vessel.

IF THE OWNER IS ABOARD: *(delete the following 2 paragraphs if the owner is NOT aboard)*

8. The Owner(s) recognizes and accepts that all decisions regarding the operation and navigation of the vessel is solely the responsibility of Captain Chichester and at his direction. Chichester may consult with the Owner(s) but the final decision will be made by Chichester. If there are any questions or concerns regarding route, sail plan, radio traffic, or any other event related to safe and seamanlike operation of the vessel while Chichester is off watch, he is to be summoned and consulted before ANY actions are taken except where emergencies arise that require immediate action to preserve life or the safety of the vessel. In that case, Chichester is to be summoned as soon as possible and shall take command of the situation. Regardless of the foregoing, all course changes and all deviations from the proscribed float plan are to be recorded in the ship's log along with the date, time, latitude, longitude, action taken, and the reason for that action. Additional information that may be

included are current weather conditions, sea state, vessel condition, observed traffic, and radio contacts.

9. Chichester hereby agrees to make recommendations regarding any repair or modifications to the Vessel which may be required during the voyage. The Owner(s) shall have the final authority in determining what work should be done on the vessel. Given that and at the completion of the repairs, Chichester shall have the final authority to determine if the vessel is safe to continue to the next destination. If the Owner(s) disagrees with Chichester's determination, Chichester's service shall terminate, and the Owner(s) shall owe Chichester for all expenses and fees outlined within this agreement. This includes accommodations and transportation to return home as necessary.
10. At all times during the life of this Agreement, Owner(s) shall pay for and keep in place insurance covering the Vessel, Owner(s), Chichester and crew, for losses from theft, property and bodily injury/death, collision and towing. The Owner(s) further agree to provide insurance declaration pages as proof of Chichester and crew being listed as named insured on the vessel insurance policy.
11. Prior to departure, Owner(s) shall provide to Chichester all licensing, titling, towing and insurance documents applicable to the Vessel, particularly any required by law to be aboard.
12. Prior to departure, Chichester shall provide to the Owner(s) copies of all of his credentials and that of his crew, if any, including Merchant Mariner Credential, Transport Worker Identification Card, Merchant Mariner Medical Document, FCC Radio Operator's License, and optionally, proof of participation in a qualified random drug test program.
13. Owner(s) acknowledges and accepts full responsibility for the rights of Captain and any crew hired through this agreement as defined in the Merchant Marine Act of 1920, more commonly referred to as the Jones Act.
14. Except in the event of gross negligence, Owner(s) does hereby release, dismiss and forever discharge, Chichester, his crew, his agents, executors, administrators and assigns from any and all actions or cause of action in law or equity whatsoever associated with or arising out of this contract and further agrees to indemnify and hold harmless, Chichester et al. for any and all actions and causes of action arising out of or related to the Vessel or transit of same, including attorney's fees and costs of defense. Should the parties engage in any litigation arising out of or related to this Agreement, Owner(s) shall pay to Chichester reasonable counsel fees and all litigation expenses.
15. The parties do hereby agree and stipulate that this Agreement shall be construed under the laws of New Jersey which shall be deemed to have exclusive jurisdiction over any action brought by either party arising out of or related to this Agreement

WITNESS be due execution of this Agreement, the year and date first above written.

OWNER:	Chichester:
<i>Signature:</i>	<i>Signature:</i>
	Captain Rob Chichester License # 3044596 487 E Main Street Somerville, NJ 08876-3128