

BOATU.S. ON WATER TOWING SERVICE AGREEMENT

Thank you for choosing BoatU.S. On Water Towing! These terms and conditions (the "Terms") govern your Membership with BoatU.S. ("BoatU.S.," "we," "our," "us"). Purchase or use of any BoatU.S. Membership subjects the **Member** or user to the provisions of the Terms, as amended from time to time. This is not an insurance contract.

Towing Service Levels: We offer two towing service levels: Unlimited Towing, and Unlimited Gold Towing. **Towing benefits** vary depending on your towing service level. Membership eligibility, dues, fees, terms, services and benefits are subject to change without notice. In the event of any changes, the Terms will be updated and published at www.boatus.com.

A. Definitions – When used throughout, the following words and phrases are defined as follows:

- 1. Covered vessel** is a recreational vessel owned by the **Member** that becomes disabled on the water, or a vessel chartered, rented, leased or borrowed by the **Member** that becomes disabled on the water when that vessel's owner is not present.
- 2. Incident** is an event, or a series of events, arising from the same occurrence that rendered the **covered vessel** disabled.
- 3. Member** is the person or persons identified on the Membership Record and for whom **towing benefits** apply in accordance with the **Member's** service level.
- 4. Towing benefits** are defined in **Section B**.
- 5. Service Area** is the geographic area serviced by a TowBoatU.S. Licensed Towing Company ("TowBoatU.S.") service provider. At a minimum, **service area** includes the navigable waters within 25 continuous nautical miles of the responding TowBoatU.S. service provider's port. **Service areas** vary depending on location and are subject to change. **Service areas** are found online at www.boatus.com/service/locator.
- 6. Non-Restricted location** is defined as a dock, mooring or anchorage where the **covered vessel** is regularly kept, or a dock, mooring or anchorage where the **covered vessel** can remain 12 or more hours.

B. Towing benefits are provided as follows:

- 1.** Towing assistance to a port of choice within the responding TowBoatU.S. service provider's **service area** when a **covered vessel** becomes disabled on the water. As an alternative to towing, the **Member** may receive a jump start or delivery of fuel, engine fluids, or basic engine parts to avoid a tow.
- 2.** Soft ungrounding assistance for a **covered vessel**.
- 3.** A tow for the purpose of repairs of a **covered vessel** from a **Non-Restricted location** to a dock, mooring, repair facility or point of haul out within 25 navigable nautical miles.
- 4.** A jump start or tow for the purpose of repairs when a **covered vessel** has been at an anchorage or mooring where the **covered vessel** is not normally kept for less than 7 calendar days. If the vessel is towed, the repair facility or point of haul out must be within 25 navigable nautical miles.

C. Exclusions to towing benefits:

- 1.** When the vessel is disabled as a consequence of a pre-existing condition, including where the boat is disabled at the time of vessel purchase or membership purchase or upgrade or when a disabled vessel departs a dock, mooring or anchorage.
- 2.** Tows from a **Non-Restricted location** within the first 30 days after membership purchase or upgrade.
- 3.** Tows from a **Non-Restricted location** when the disabled vessel is chartered, rented, leased or borrowed by the **Member**.
- 4.** Salvage, including hard groundings, assistance requiring more than one vessel, pumps, divers, airbags or other special equipment, or 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.
- 5.** Towing a vessel from a repair facility at which it can be repaired.
- 6.** The cost of fuel, parts or supplies for the **covered vessel**.
- 7.** Escort, navigation assistance, search for lost vessels or anchor retrieval.
- 8.** Un-groundings at any dock or mooring.
- 9.** Battery jump starts or tows resulting from a dead battery, faulty battery, or any other battery issue when:
 - a.** A **covered vessel** is at a dock considered to be a **non-restricted location**;
 - b.** A **covered vessel** is at a mooring or anchorage considered to be a **non-restricted location** for 7 or more calendar days.

- 10.** Tows for routine maintenance including, but not limited to, winterization, seasonal haul outs, spring preparation, storm preparation, and scheduled maintenance.
- 11.** Marina charges or customs fees.
- 12.** When the **Member** is a guest or paid captain of a vessel, or where the vessel is used for commercial purposes.
- 13.** When **towing benefits** are available from another company or service.
- 14.** Any service not specifically stated in this Agreement as **towing benefits**.

D. Payment – Towing benefits are paid per **incident** in accordance with the **Member's** service level at the time of disablement. Invoices must be submitted to us within 90 days of service.

- 1. Unlimited:** With the exception of a tow from a **Non-Restricted location**, the Unlimited Membership pays 100% when **towing benefits** are provided to a **covered vessel** within the responding TowBoatU.S. service provider's **service area**. The Unlimited Membership pays 50% of a tow from a **Non-Restricted location** up to \$2500. However, if at any point the responding TowBoatU.S. service provider leaves its **service area** or if the destination is greater than 25 nautical miles from the responding towboat's port of dispatch, the maximum payment per **incident** for **towing benefits** will not exceed \$2500.
- 2. Unlimited Gold:** The Unlimited Gold Membership pays 100% for **towing benefits** provided to a **covered vessel** within the responding TowBoatU.S. service provider's **service area**. However, if at any point the responding TowBoatU.S. service provider leaves its **service area** or if the destination is greater than nautical 25 miles from the responding towboat's port of dispatch, the maximum payment per **incident** for **towing benefits** will not exceed \$3000.
- 3. Applicable to all service levels:** If service is not provided by a TowBoatU.S. service provider prior Authorization from our 24 Hour Dispatch Service is required: Upon authorization from us to accept assistance from a non-TowBoatU.S. service provider, **towing benefits** are paid per **incident** at the rate of up to USD \$225 per hour for towing assistance and \$15 per foot for soft un-grounding's. In all cases, payment will not exceed the **Member's** service level at the time of disablement.

E. Additional Terms

- 1. Term; Activation:** Membership is effective at midnight the day following receipt of payment and expires as shown on the Membership Record.
- 2. Your Membership is not insurance:** This Agreement is not an insurance policy and does not provide for any compensation, liability or damages arising out of damage or injury to persons, boats or property.
- 3. In an emergency situation, contact the Coast Guard or other government agency immediately:** This Agreement is not a promise of rescue and is restricted to **towing benefits** which can be provided with equipment immediately available to the towing company. Services will be provided within the safe parameters of the towing company capabilities and will not be rendered when the vessel cannot be safely or reasonably reached or secured or properly serviced without damage or danger to persons or property.
- 4. Services are provided on an "as available" basis:** Services are subject to availability. Alternatives to towing may be provided in the sole discretion of the responding service provider.
- 5. Terms are subject to change:** Membership benefits and services, including **service areas** and membership service levels, are subject to change without notice. In the event of any changes, the Terms and **Member** Benefits will be updated and published at www.boatus.com.
- 6. Your Right to Cancel:** You may cancel this Agreement within 30 days of activation for a refund of **Member** dues; a refund of **Member** dues is contingent on whether **towing benefits** were provided within the first 30 days.
- 7. Our Right to Cancel:** We reserve the right to immediately cancel this Agreement for abuse of privileges. This includes, without limitation, misrepresentation of vessel condition, excessive towing, lack of care and diligence in the operation and maintenance of the vessel, and fraud.
- 8. No Assignment:** This Agreement may not be transferred or assigned to another party.
- 9. Consent to receive text messaging for dispatch purposes:** By using our service, you agree to accept text messaging for dispatch purposes.
- 10. The BoatU.S. TRAILER ASSIST®** Trailing Assistance agreement can be found online at www.boatus.com