



**BROKERAGE AGREEMENT
INTRACOASTAL MARINE,
LLC.AND
(Customer's Name)**

This Brokerage Agreement is between INTRACOASTAL MARINE, LLC. (hereinafter "BROKER") and (Customer's Name) (hereinafter "OPERATOR") dated this _____ day of "Month", 202_.

WHEREAS, BROKER is willing to act as a boat broker between various Customers for services requiring use of towing vessels and the operators of such vessels; and

WHEREAS, OPERATOR is in the business of operating towing vessels;

NOW, THEREFORE, BROKER and OPERATOR, each in consideration of the promises and agreements of the other, mutually agree as follows:

1. Appointment as Broker

OPERATOR hereby appoints BROKER as OPERATOR's agent for obtaining charter and towing contracts for OPERATOR'S vessels.

Nothing in this agreement shall be construed as being an exclusive appointment. BROKER is acting for OPERATOR on a job-by-job basis and is not acting as the exclusive marketing/sales agent for OPERATOR.

2. Duties

- A. BROKER shall use its best efforts to market OPERATOR'S vessels for such agreements as OPERATOR may request.
- B. At such time as BROKER obtains a proposed contract for a vessel, BROKER shall provide to OPERATOR all necessary information it receives from the Customer and OPERATOR shall have the right to accept or reject the contract so offered.

- C. Once OPERATOR has orally agreed to accept a job offered by BROKER, BROKER is hereby authorized, but not required, by OPERATOR to sign, purely as a matter of convenience for OPERATOR, as agent on behalf of OPERATOR, such written contract as may be required by the Customer.
- D. It is understood that Customer may require that a Master Service Agreement or similar contract (“MSA”) be in place between OPERATOR and Customer, and that any contract for towing services or charter of
- E. OPERATOR’S vessel will be controlled by the MSA. OPERATOR agrees that all obligations under the MSA including defense and indemnity provisions and insurance requirements are the obligation of OPERATOR, not BROKER. If Customer makes demand to enforce such obligations on BROKER or BROKER’S underwriters, OPERATOR agrees to respond to Customer’s demand and to defend, indemnify and hold BROKER and its underwriters harmless from such demands.

3. Brokerage Fee

OPERATOR agrees BROKER is entitled to charge a fee per day per vessel for each day a vessel is working under a Contract provided, negotiated, or obtained by BROKER. BROKER’S fee shall be in addition to the OPERATOR’S Contract rate, such Contract Rate to be specified in the Brokerage Agreement Addendum for any individual Contract subject to this Brokerage Agreement. BROKER will allocate its fee n mark-up to Customer, it being understood that BROKER is acting as the marketing representative for the vessels and is not the Customer. OPERATOR further agrees it shall not separately enter into any contract with any Customer when Broker has first presented a proposed Contract by Broker for said Customer.

4. Contract Hire

The agreed daily rate for contract hire will be paid as follows:

- A. OPERATOR consents to Customer paying the contract hire to BROKER in such instances where Customer will do so. Invoicing by BROKER to Customer will be on a per-job basis and based on the requirements of Customer.

Invoices shall be submitted to:
Intracoastal Marine, LLC
500 Barnes Road
Chesapeake, VA 23324

- B. BROKER will use its best efforts to obtain from Customer provisions for payment within a reasonable time.

- C. BROKER will remit net contract hire (contract hire less broker's fees) to OPERATOR within three (3) business days after receipt of such contract hire from Customer. It shall be sufficient that such remittance be placed in the mail within the time allowed above. In the event contract hire is paid directly to OPERATOR from Customer, OPERATOR shall remit broker's fees to BROKER within the same three (3) day period.
- D. OPERATOR'S Invoices are payable as per the terms set forth in the MSA between BROKER and Customer.
- E. Under no circumstances shall BROKER be responsible to OPERATOR for Customer's non-payment of charter hire. BROKER agrees to undertake reasonable efforts to collect charter hire from Customer. OPERATOR retains the right to act on its own behalf to collect unpaid invoices direct from Customer.

5. Indemnities

OPERATOR agrees to protect, defend, and indemnify and save harmless BROKER and Customer against any claims brought on or connected with the work or services performed under this contract, or any claims from BROKER's contractual liabilities to Customers which arise out of the contract of OPERATOR'S vessel.

OPERATOR further agrees to maintain insurance covering its obligations to BROKER and Customer as set for the herein and as mat be included in any MSA and agrees that BROKER and the Customers will be named as additional assureds with waiver of subrogation on all OPERATOR insurance policies.

6. Non-Compete

OPERATOR is currently a party to an agreement with BROKER not to compete with BROKER to provide services to BROKER'S customers. To the extent BROKER obtains a contract for OPERATOR with one of BROKER'S customers, BROKER agrees it will make no claim OPERATOR has violated to terms of the agreement not to compete. OPERATOR shall otherwise remain obligated to comply with the previous agreement not to compete and shall not pursue or accept contracts to provide towing or charter services to BROKER'S customers without BROKER'S written consent.

BROKER:
INTRACOASTAL MARINE, LLC.

OPERATOR:
(Customer Name)

By: _____
Name:
Title:

By: _____
Name:
Title:



**BROKERAGE AGREEMENT ADDENDUM
CONTRACT SPECIFICS**

1. OPERATOR:
2. CUSTOMER:
3. VESSEL:
4. OPERATOR'S CONTRACT RATE (HOURLY, DAILY OR MONTHLY)
5. Contract Term:
6. Additional Terms: OPERATOR is currently a party to an agreement with BROKER not to compete with BROKER to provide services to BROKER'S customers. To the extent BROKER obtains a contract for OPERATOR with one of BROKER'S customer's, BROKER agrees it will make no claim OPERATOR has violated to terms of the agreement not to compete. OPERATOR shall otherwise remain obligated to comply with the previous agreement not to compete and shall not pursue or accept contracts to provide towing or charter services to BROKER'S customers without BROKER'S written consent.

BROKER:
INTRACOASTAL MARINE, LLC.

OPERATOR:
(Customer Name)

By: _____
Name:
Title:

By: _____
Name:
Title: