

MARITIME PREMISES ACCESS AGREEMENT

The individual identified below (“Individual Signor”), or the below-identified company (the “Company”) (hereinafter collectively the “Releasor”) has requested that the Individual Signor or below named Worker(s), be permitted access to a vessel or vessels located in the water at the premises known as **Lowrie Yacht Harbor, Inc.**, (the “Premises”), which is/are located at **40 Point San Pedro Rd. San Rafael, California**, and which is owned and/or operated by **Lowrie Yacht Harbor, Inc.** (the “Owner”). The Owner wishes to reasonably accommodate the owners of vessels located at the Premises, and therefore is willing to, and does conditionally, grant permission for the below-identified Individual Signor or Worker(s) to enter onto the Premises, provided such Individual Signor or an authorized Company representative has executed this Maritime Premises Access Agreement (the “Agreement”), thereby affirming Releasor’s agreement to abide by all of the terms and conditions herein. It is agreed that the Owner may at any time, in its sole discretion and without liability of any kind to the Releasor, revoke its permission to enter onto the Premises, or restrict or otherwise limit access to the Premises. It is agreed that any person allowed entry to the Premises under this Agreement is granted entry for the limited purpose only of working on or otherwise providing services for the benefit of a vessel located at the Premises, and that such person may access only vessels whose owners have specifically authorized such vessel access and that such person may under no circumstance access any other vessel located at the Premises.

Potentially Dangerous Conditions on Premises. Releasor understands and agrees the Premises is a marine environment, and accordingly certain risks and hazards are necessarily present which are not present in non-maritime environments. These risks include but *are not limited to*: trip hazards due to cleats, lines, cables, protruding nails or dock fittings; close proximity to water; movement of docks, vessel or other objects caused by wake, waves or other water movement; high voltage and amperage electrical equipment, exposure to chemicals, wet and slippery surfaces; protruding swim steps, bow sprits, davits and other vessel equipment and appurtenances; risks of falling, including while using docks, gangways, planks, ladders, ramps or cradles; being struck or otherwise contacting moving or stationary items including carts; debris on ramps, docks or other Premises locations; uneven spacing in docks; damaged or uneven or listing docks, ramps or other areas; loss of tools, equipment or other property dropped into the water or stolen. The Company agrees to instruct the below identified Worker(s) to exercise utmost care for his/her safety while on the Premises, to read and abide by any and all posted safety signs, and to follow all instructions provided by the Owner while the Worker(s) is/are on the Premises. The Individual Signor agrees to use such utmost care and to abide by such signs and instructions.

Compliance With Clean Marina Protocols, Wharfage Contract Terms, Rules and Regulations, and Applicable Statutes, Regulations and Ordinances.

The Owner’s Premises has adopted certain best management practices designed to preserve, protect and improve the local marine environment. The Company acknowledges it has received a copy of the Best Management Practices for Marine Services and the marina Rules and Regulations. The Company is responsible for becoming familiar with the Rules and Regulations and also for ensuring that its Workers are familiar with, and comply with, all such terms, and any and all Rules and Regulations which pertain to or refer in any way to the work or other tasks he or she intends to accomplish while on the Premises. The Individual Releasor agrees to likewise familiarize himself/herself with, and abide by, all such terms and Rules and Regulations.

Certain Federal, state and local statutes, regulations and/or ordinances prohibit unlawful discharges into, or other contamination of, navigable waters, including the waters located at the Premises. Releasor is

contractually obligated to familiarize himself/herself/itself with these statutes, regulations and ordinances, and the Company is duty bound hereunder to ensure its Workers fully comply with them at all times, and it hereby agrees to indemnify, protect, defend and hold the Owner and its officers, directors, owners, employees and agents from and against all liability arising from or occasioned by a failure of the Company or its Worker(s) to comply with such statutes, regulations and ordinances. Owner also agrees to instruct its Workers to comply with any and all posted signs pertaining to pollution or other environmental restrictions. The Individual Releasor also agrees to comply with all such restrictions.

Company Liable for Property Damage Occurring On Premises. Releasor agrees to pay the Owner, upon written demand, all sums associated with damage caused or occasioned by the presence of a Company Worker(s) on the Premises, including but not limited to damages resulting from the use or misuse of electrical or any other equipment or appurtenances located on the Premises. The Company further agrees to pay to the owner(s) of vessels or other third parties, following their demand, all sums associated with damage to vessels or other property, not owned by the Owner of the Premises, which are caused or occasioned by the presence of a Company Worker.

Insurance and Waiver of Subrogation Rights. The Owner does not maintain insurance for the benefit of the Company or the below identified individuals. Permission to enter the Premises is therefore strictly conditioned upon the Company's presentation (or that of the Individual Signor) to the Owner of a Certificate of Insurance evidencing existing and current general liability insurance naming the Owner as an additional assured, with a minimum per occurrence in the amount of \$1,000,000 (\$1 MILLION.) This insurance must be issued by an insurance company authorized to do business in the State of California and with a general policyholders' rating of "A-" or better and a financial size ranking of "Class VIII" or higher in the most recent edition of Best's Insurance Guide.

In the event the Company is required by statute or other legal compulsion to maintain worker compensation insurance coverage for employees, permission to access the Premises is premised and conditioned upon the Company's presentation to the Owner of a Certificate of Insurance or other written document acceptable to the Owner, evidencing the existence of current worker compensation coverage. If the Company is self insured for purposes of worker compensation requirements, it shall provide to the Owner written evidence such self insurance has been approved by all governmental agencies vested with jurisdiction over such insurance matters.

Waiver and Release. Releasor further agrees to waive any right or claim against the Owner for damage sustained by the Individual Signor, or the Company or its employees, agents or other persons entering the Premises at the request or for the benefit of the Company or Individual Signor, for any damage or loss covered under any worker compensation, general liability or other insurance policy, and Releasor agrees to cause its insurance carriers to waive their respective rights of subrogation with respect to the same, and to so notify the Owner.

Qualified Exoneration From Liability; Owner to be Indemnified. In consideration of the Owner granting permission for the below indicated Individual Signor or Worker(s) to enter on the Premises for the below stated purpose, the Releasor agree(s) to indemnify, protect, defend and hold the Owner and its employees, officers, directors, owners, agents and successors harmless from and against all actual or potential liability and claims, however arising, for any and all property loss, property damage, personal injury or death sustained by the Individual Signor, the Company or any Worker occurring at any time and by any cause while on the Premises, even if such loss, damage, injury or death is caused or occasioned by conduct or negligence of the Owner, including its employees, officers, directors, owners and agents. This duty of indemnity includes the duty to pay all costs of suit (including attorneys' fees for counsel

satisfactory to Owner), penalties, fines, judgments and all other costs arising from or in any way related to such liability or claims.

Liability for Gross Negligence/Willful Misconduct Not Disclaimed. Although it is agreed that the liability of the Owner's and its employees, officers, directors, owners, agents and successors, whether sole, concurrent, contributory or both with the Releasor is above disclaimed, nothing in this document is intended to, or shall, exonerate the Owner for damage, injury or death resulting from its gross negligence or willful misconduct, which shall, however, not be presumed and must be affirmatively established.

Dispute Resolution -- Other Terms: Company shall notify Owner immediately if a Worker is no longer employed by it. Should the Company neglect to do so, it agrees to continue to indemnify, protect, defend and hold the Owner harmless from and against all liability actually or potentially arising from or occasioned by the presence of such former Worker on the Premises. Unauthorized Workers will be ejected from the Premises and not permitted back in the absence of the written permission of the Owner. Workers are not permitted to consume or be under the influence of alcoholic beverages while on the Premises.

Should a dispute arise between the parties which refers, relates or implicates this Agreement, such dispute shall be submitted to a mutually selected Mediator. If the parties cannot agree on a Mediator, they shall each nominate one Mediator, and these two Mediators shall together be charged with collectively selecting a third Mediator, who shall serve as the Mediator of disputes between the parties. The parties shall each bear the expenses associated with the Mediator they nominate in connection with his/her efforts in selecting a third Mediator. If mediation is unsuccessful in resolving the dispute, the parties agree to submit the dispute for resolution by way of binding arbitration. The Arbitrator shall be chosen using the same methodology utilized in choosing the Mediator. Mediation and arbitration, if any, shall occur within California. The Arbitrator shall decide the dispute by applying, to the fullest extent applicable, the maritime law of the United States. His/her decision shall be final, binding, non-appealable, and reducible to a judgment by a Court of competent jurisdiction. He or she shall be empowered to determine a "prevailing" party, and to include as part of the damages awarded a sum equal to the costs and attorneys' fees incurred by the "prevailing" party. The fees charged by the Mediator and Arbitrator, if any, shall be divided equally between the parties.

No right or duty of the Releasor which is created by this Agreement may be transferred without the written approval of the Owner. This Agreement is the product of all parties to it, and it is agreed that in the event any term is found to be ambiguous, such ambiguity shall not be construed against either party. This Agreement embodies and constitutes the complete and entire understandings and agreements of the parties. No oral promise or agreement not reflected herein shall be enforceable. This Agreement may be modified only by written agreement of the parties.

Waiver of any provision or condition herein by the Owner shall not be deemed to be a continuing waiver or a waiver of any other provision or condition. The exercise for failure to exercise any remedy provided herein for any breach hereof shall not be deemed as a waiver of the Owner's right to exercise that or any other remedy specified herein or available at law, in equity and/or in admiralty.

If the person signing below does so on behalf of the Company, by signing below he/she signifies he/she has obtained all necessary authority to execute this Agreement on behalf of the Company. The person(s) signing below affirms that he/she has read this Agreement and agrees all the above terms, including those relating to the qualified exoneration of the Owner from liability, and those requiring adherence to posted safety precautions and compliance with Clean Marina best management practices. In the event any term herein shall be determined by a court of competent jurisdiction to be unenforceable, all other terms herein shall remain fully enforceable.

FOR INDIVIDUAL SIGNOR

Print Name (Last, First) Telephone No. Fax No. E-Mail Signature

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FOR COMPANY RELEASOR

Print Name (Last, First) Telephone No. Fax No. E-Mail Signature

Company

Position With Company

Company Address: Street, State, Zip Code:

Print Name of Worker (Last, First): _____

Print Name of Worker (Last, First): _____

Print Name of Worker (Last, First): _____

Print Name of Worker (Last, First):