

GREGER PACIFIC MARINE, INC.
4225 Solano Ave, Ste 562
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SHIPPING AGREEMENT

Greger Pacific Marine, Inc. ("OWNER") and _____
("Seaman") enter into the following agreement:

1. **Employment:** For the voyage described below, Owner hires Seaman, and Seaman accepts employment, for the following position aboard Tug _____. The number and description of the crew on this voyage is as follows: _____

2. **Duties:** Seaman shall perform those duties normally associated with the position and any additional tasks assigned by Owner or the vessel master, including pre-voyage work (preparing the vessel and her gear, loading cargo and supplies, fueling, etc.) and customary post-voyage work (discharging cargo, repairing gear, cleaning the vessel, etc.)

3. **Documents:** The following certificates or documents are required for the service to be performed by Seaman under this agreement, copies of which are attached:

4. **Length of Employment:** This contract is for the following voyage, commencing on or about _____

Ending at _____
Not to exceed _____
The date and hour on which Seaman must be on board to begin the voyage is (date) _____ at (hour) _____

5. **Compensation:** Subject to penalties and forfeitures as provided by law, Seaman shall be paid \$_____ per day for each day of service under this agreement until discharge or other termination. After the beginning of the voyage, Seaman is entitled to receive from the master, on demand, one-half of the balance of wages earned and unpaid at each port at which the vessel loads or delivers cargo during the voyage. A demand may not be made before the expiration of five days from

the beginning of the voyage, not more than once in five days, and not more than once in the same port on the same entry. Seaman shall pay all costs of transportation to and from the vessel, including food and lodging. No wages shall be paid in advance of the time when Seaman has earned the wages, and no deductions or payments of Seaman's wages to others shall be made except as provided by law. If Seaman holds himself or herself out as qualified for a duty which he or she proves incompetent to perform, Seaman's wages shall be reduced in proportion to the incompetency.

6. **Provisions:** Seaman shall be serviced at least three meals a day that total at least 3,100 calories, including adequate water and adequate protein, vitamins, and minerals in accordance with the United States Recommended Daily Allowances.

7. **Alcohol and Drug Abuse:** Alcohol, illegal drugs, and drug paraphernalia are not permitted on the vessel in any quantity whatsoever. Any possession by Seaman on board the vessel of alcohol, illegal drugs, or drug paraphernalia will result in Seaman's compensation an appropriate amount for the loss or damage of any equipment, cargo or stores, or damage to Seaman's quarters or other parts of the vessel caused by Seaman, other than loss or damage caused by ordinary wear and tear.

8. **Owner's Equipment:** Seaman is responsible for all Owner's equipment issued to Seaman and for the condition of the living quarters assigned to Seaman. Owner may deduct from Seaman's compensation an appropriate amount for the loss or damage of any equipment, cargo or stores, or damage to Seaman's quarters or other parts of the vessel caused by Seaman, other than loss or damage caused by ordinary wear and tear.

9. **Personal Property:** Owner may inspect all equipment issued to Seaman at any time. Owner has the right to search Seaman's personal belongings and quarters as part of the enforcement of Owner's alcohol and substance abuse policy and to account for Owner's equipment. Seaman shall supply all Seaman's work clothing and bedding.

10. **Fitness of Seaman for Work Assigned:** The majority of the work under this agreement will be performed in the North Pacific Ocean and Bering Sea or in a similarly hostile environment. The hours will be long, the work will be strenuous and sometimes hazardous, and the vessel will operate under all types of weather conditions. Seaman warrants that Seaman has no physical or mental conditions which will prevent or adversely affect Seaman's performance of Seaman's duties.

11. **Rules of Conduct:** Seaman agrees to behave in an orderly, faithful, honest, and sober manner, and to be at all times diligent in Seaman's duties, and to be obedient to the lawful commands of the vessel master and superior officers in everything related to the vessel and the stores, cargo, and tow of the vessel, and to adhere to all vessel rules and regulations as established by the vessel master, whether on board, in boats, or on shore. Abusive language or physical, verbal, or mental harassment by any crewmember will

not be permitted. Firearms, alcohol, illegal drugs, and drug paraphernalia are not permitted on the vessel.

12. **Discharge:** Owner or the vessel master may discharge Seaman at anytime if Seaman willfully or negligently fails to fulfill obligations under this agreement or if Seaman misrepresented Seaman's skills, experience, or qualifications. In the event of termination for cause, Seaman shall be entitled to compensation for the time actually served, but shall not be entitled to any other compensation after the date of discharge.

13. **Grievances:** If Seaman considers himself or herself to be aggrieved by any breach of this agreement or otherwise, Seaman shall present the complaint to the vessel master or Owner, in a quiet and orderly manner, who shall take steps that the case requires.

14. **Other Provisions:** _____

SEAMAN:

Signature: _____

Date: _____

Name: _____