

BERT JABIN YACHT YARD

7310 Edgewood Road Annapolis, MD 21403

(410) 268-9667

www.bjyy.com

Commercial Contractor Agreement, Rules and Regulations

THIS AGREEMENT is made on _____, by and among Bert Jabin Yacht Yard, Inc. (hereinafter all referred to as "BJYY"), and

_____ (hereinafter all referred to as "Contractor").

WITNESSETH:

WHEREAS, BJYY, is the Lessee in possession of the property known as Bert Jabin Yacht Yard located at 7310 Edgewood Road, Annapolis, MD 21403,

WHEREAS, Contractor is a marine contractor duly licensed and certified to operate in the State of Maryland,

WHEREAS, Contractor is desirous of performing services on and to boats which may be from time to time in the water or on shore at BJYY,

WHEREAS, BJYY is desirous of permitting Contractor to perform such services on boats at provided that Contractor performs his services in a workmanlike and responsible fashion and maintains insurance protecting himself and BJYY and such boats as he may work upon from time to time,

NOW THEREFORE, in consideration of the sum of one (\$1.00) dollar cash in hand paid each to the other receipt of which is hereby acknowledged, BJYY will permit Contractor to enter upon its premises Contractor agrees for to abide the purpose by all rules of performing and such policies work upon and its amendments boat clientele as BJYY provided that may from time to time promulgate, change or establish. These shall include but not be limited to the following:

1. All Contractors will carry Marina Owners/Operators Legal Liability Insurance in the minimum amount of one million (\$1,000,000) dollars and General Liability Insurance in the minimum amount of two million (\$2,000,000) dollars. Contractors performing services requiring the use of handling of hazardous materials may also be required to carry additional insurance. A copy of each certificate will be provided by Contractor and kept on file at BJYY.
2. Contractor agrees to carry Worker's Compensation Insurance in accordance with State and Federal Law.
3. Contractor will carry Automobile Liability Insurance in the minimum amount of one million (\$1,000,000) dollars for a combined single limit.
4. Contractor will carry Pollution Liability Insurance in the minimum amount of one-hundred thousand (\$100,000) dollars.

5. Contractor certifies that all workers have taken training and safety courses in accordance with State and Federal laws and that he has properly instructed all workers in the proper operation of all tools and equipment and in the storage and handling of all materials used at BJYY. In addition, the contractor agrees to have in their possession, MSDS documents for any chemical substance that they might bring onto the property.
6. Contractor agrees to pay such fees as BJYY may from time to time set to ensure the safety of the boats and workers, the protection of the marine environment, and the payment of various utilities.
7. Contractor agrees that it will not move, remove or reposition any jack stands or other devices supporting a boat but that these shall be repositioned by BJYY at Contractor's request at an additional charge.
8. Normal working hours will be from 8:00 am to 6:00 pm, Monday through Friday. Contractor agrees that the operation of all compressors and noise producing activities and/or devices will cease at the end of normal working hours.
9. Contractor agrees to adhere to BJYY sign-in policy.
10. Contractor agrees to follow marina rules, regulations and environmental compliance policies.
11. Contractor agrees to park all vehicles in designated areas only and to leave all work areas in clean and workmanlike condition at the end of normal hours. Contractor shall remove all debris, trash, equipment and vehicles related to his work from the premises at the end of each workday.
12. Contractor acknowledges that open air sanding and paint spraying is forbidden in the marina at all times. Contractor agrees that any grinding or sanding of boat bottoms will be done over a tarp and with a dustless system, provided it meets standards approved by the marina.
13. Contractor agrees that no power saws, drills or other heavy equipment will be used on the pier and that cutting or drilling of materials such as wood, glass or plastics will be done on the boat or on shore.
14. Contractor agrees to save and hold harmless BJYY from any and all claims, casualties, incidents, occurrences, or damages which may result from Contractor's activities on the premises. Further, Contractor agrees to indemnify BJYY, including any and all costs and reasonable attorney's fees, for any claim arising under this Agreement or any work performed by Contractor on BJYY property. Further, Contractor releases BJYY from any and all liability in regards to any claim referenced, related to, or arising out of contractor's work on BJYY property.
15. Contractor agrees that failure to abide by these rules and policies will result in termination of this agreement and loss of Contractor's privilege to do work at BJYY.
16. This agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the subject matter of this agreement.
17. This agreement shall be binding upon, and insure the benefit of the respective parties hereto and their respective heirs, representatives, successors and assigns.

18. This agreement shall be governed by the laws of the State of Maryland. The invalidity or unenforceability of any provision hereof shall in no way effect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under the day and year first above written.

ATTEST/WITNESS

BERT JABIN YACHT YARD

ATTEST/WITNESS

CONTRACTOR