

FISHING AGREEMENT

As required under the terms of the Commercial Fishing Vessel Safety Act of 1988, 46 U.S.C. 1060, et seq.

- **PARTIES AND TERM:** The Owner of the F/V EMMY ROSE ("vessel") agrees to hire Jeff Mathews as an independent contractor to serve on board the vessel as crewmember. This Fishing Agreement will govern the relationship between the parties for the duration of this relationship, subject to renewal as provided herein; however, this Fishing Agreement will only bind the parties when the crew member is in the service of the vessel during the period when,
 - He is performing the customary duties of a crew member.
 - He is performing duties ashore at the direction of the master of vessel.

This Fishing Agreement shall be automatically renewed at the commencement of each trip, unless The Owner or the crew member elects not to renew as provided herein. The Owner or the crew member may, at the conclusion of any trip and with or without cause, elect not to renew, in which event this Fishing Agreement is immediately terminated.

2. **PAYMENT:** The crew member shall receive a share of the crew's net proceeds from the trip. The crew's net proceeds are defined as ____ per cent (___%) of the gross proceeds received by the Owner for the trip's catch, less fuel, ice, oil, lumper's fees, and any other expense mutually agreed upon by the Owner and this crew member. The crew member is responsible for his share of vessel's expenses, catch or no catch, catch lost or catch sold but uncollectible by Owner. The crew member is an independent contractor for income tax, social security, unemployment, and Withholding purposes.

- **FITNESS FOR DUTY:** It is understood and agreed that the work of a crew member is frequently physically demanding, carried out under adverse weather conditions, and requires a broad variety of skills. The crew member hereby warrants that he is able-bodied, experienced fisherman and that there is no physical or medical reason why he cannot perform those duties. The crew member acknowledges that he is familiar with the vessel. Its equipment and safety procedures, and based upon his experience, the vessel is seaworthy and fit for its intended fishery and waters.
- **ILLNESS AND INJURY:** If a crew member sustains an injury, is involved in any accident, or becomes ill or is disabled in the service of the vessel, he shall notify the Master immediately.

Failure to give notice to the Master within seven (7) days of the injury, accident, disability or injury shall release the Owner and vessel from any obligation to pay unearned crew-share and damages. The crew member and the Owner agree that if the crew member is declared unfit for duty due to injury or illness in the service of the vessel, the Owner shall pay maintenance at the rate of Twenty Dollars (\$20.00) per day until he reaches maximum cure and the crew member shall agree to be examined and treated by a physician designated by the

Owner. The crew member agrees that the rate of maintenance set forth herein is bargained for and in consideration of his compensation rate.

- COMPLIANCE WITH LAW: The crew member agrees to refrain from any illegal or unprofessional activity while in the service of the vessel, whether ashore or on board including but not limited to:
- Refusal or failure to obey a lawful command.
- Desertion
- Intoxication, use or possession of any alcohol, drugs or narcotics
- Sleeping on watch, dangerous use of the vessel's gear or equipment, fighting
- Bringing unauthorized guests on board, using the vessel as a dormitory between trips.
- Failure to know and abide by all Fishery laws and regulations.

Any unauthorized conduct shall be grounds for immediate dismissal. The crew member agrees to indemnify Owner for any fines or penalty imposed on the Owner as a result of a violation in which the crew member knowingly participated.

CREW MEMBER NAME Jeff Mathews

SIGNATURE 

SS # 

ADDRESS 

TELEPHONE 

ACCEPTED THIS 23 DAY OF OCT, ~~2015~~ 2020

BY 

(Owner, Operator or Master of Vessel) 