



EMPLOYEE YACHT DELIVERY/CAPTAIN AGREEMENT

This document is legally binding and designates Blue Water Boat Delivery and captain/mate/engineer/deckhand as the vessel owner's captain for the purpose of relocating the vessel as outline in this document AND limited power of attorney for navigating the yacht/vessel.

This agreement is made and entered into on July 29, 2026 between

Employee/Captain/Mate Name: _____

Address: _____

Phone: _____

Vessel Name & Documentation Number: _____

and

Blue Water Boat Delivery, LLC Norfolk VA 23518

248-495-4119

Departing on or about: _____

From the port of: _____

Destination port of: _____

Assuming command of the vessel for the sole purpose of moving her on her own hull from one port to another as designated by the owner. The sailing route will be at the sole discretion of the captain and he/she reserves the right to deviate from the proposed route if necessary for any reason.

DELIVERY ESTIMATE

Blue Water Boat Delivery estimates a total of _____ days to complete the _____ nautical mile passage.

Rates

***Daily Rate:** The delivery fee shall be \$500/day + expenses per captain and \$350/day + expenses for the mate/deckhand. Captain shall provide mate or deckhand. The above rate will be charged on days necessary to travel to and from the vessel, which includes prep, provisioning and refueling the day prior to departure. Per diem for provisions per day is \$45.00 per person. Should it become necessary to stop during the passage to wait out bad weather or take care of a breakdown, it is agreed that any layover days caused by weather, mechanical failure, high water/seas, river and/or lock closures or other acts of God shall be billed at the above agreed daily rate. The owner will also be responsible for any expenses incurred by the crew.*

***Crew Pay:** Crew shall be paid at the end of each month, after client has been invoiced and all expenses have been logged*

Vessel Owners Initials _____
Blue Water Boat Delivery Owner Initials _____



Flat rate: The delivery fee for the above outlined delivery shall be \$1500 + expenses to complete the delivery for the captain and all crew necessary. Should it become necessary to stop during the passage to wait out bad weather or take care of a breakdown, it is agreed that any layover days caused by weather, mechanical failure, high water/seas, river and/or lock closures or other acts of God incur no additional expense. The owner will still be responsible for any expenses incurred by the crew during any lay days.

In port non-working day clause: (for longer trips and only if agreed on by both parties-owner of vessel and owner of Blue Water Boat Delivery): per client and captain Carrie Ann Robinson. Non-working days spent in port, will be recorded at Carrie Ann's discretion and will be recorded in the log book as non-working days during passage. These days will not be paid, as all have signed and agreed per entering into this contract, during passage. Mechanical or weather related days do not fall under this clause. These days are still under the normal contract and are paid working days.

Signed contract, deposit, towing membership (Boat US or Seatow), insurance declaration and credit card (supplied for fuel) REQUIRED before departure of vessel.

DRUG AND ALCOHOL TESTING CONSENT:

A drug and alcohol test consent form will need to be signed before any work can be done for Blue Water Boat Delivery, LLC. If any suspicion by any bystander, the client, any employee of Blue Water Boat Delivery, LLC or any bystander that sees fit that you are under the influence of alcohol or drugs, a drug and alcohol test can and will be administered. You hereby give your consent to provide collection of the following by the laboratory designated by the Company or its agent for the purpose of drug testing and understand that the results of the test will be sent to the Company's designated medical representative and shall form part of your employment records.

You must agree and sign a written form consenting that you are willing to consent to a drug and alcohol test at any time during/after, or at termination of your employment with Blue Water Boat Delivery, LLC.

CONTACT WITH THE CLIENT:

At no time are you able to contact the client for any reason during/after or at your termination, with your employment with Blue Water Boat Delivery, LLC. This includes email, text or by phone to discuss pay, job history, boat history, during your employment or on or after your termination with the company. Your contract will be null and void and you will not be paid.

SEXUAL HARRASSMENT:

Blue Water Boat Delivery is committed to providing a workplace that is free from sexual harassment and any form of discrimination or inappropriate conduct. Every employee has the right to work in an environment where they are treated with dignity and respect.

Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

Captain/Mate Initials _____
Blue Water Boat Delivery Owner Initials _____



- Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Investigation and Corrective Action

Blue Water Boat Delivery will conduct a thorough investigation of all complaints. If an investigation confirms that sexual harassment has occurred, appropriate corrective action will be taken, which may include disciplinary action up to and including termination of employment.

OPERATIONAL PROCEDURES:

Owner understands the captain and crew will cover as many miles as safely possible during daylight hours, but night running may occur if a situation is brought about by mechanical problems or lockage delays either upstream or downstream of the nearest suitable marina or overnight anchorage. Additionally, night running may also occur to include crossing large bodies of water (Great Lakes, Gulf of Mexico, open seas) in order to take advantage of favorable weather and sea conditions, or with prior oral or written approval by the owner provided the vessel is equipped with GPS, chart plotter, AIS and radar.

EXPENSES UNDERWAY:

A Visa or Mastercard credit card in good standing shall be furnished by the owner with a notarized letter of authorization for the captains use for en-route expenses. These expenses include but are not limited to fuel, dockage, repairs, services, and food provisioning in transit and ashore. A detailed accounting of expenses for all credit card charges and cash expenditures will be submitted by the captain at the conclusion of the trip, and any out-of-pocket funds due the captain/crew will be made prior to their departure from vessel. In the event any vendor while underway declines the above supplied credit card, said trip shall be considered terminated at the point of declination. (See Early Termination)

Owner shall reimburse Blue Water Boat Delivery for all costs of delivery including, but not limited to: Fuel, oil, maintenance and repairs; dock slip fees and tips; food and beverage provisions; and transportation of crew from home to departure port of vessel and from destination port to home.

TRIP LOG:

The captain shall also maintain the vessels daily trip log (The Ships Log) detailing all activities to include hours of operation, position reports, locking delays, equipment failures, etc. In addition, fluid levels will be checked and logged daily, along with notations that may reflect any deterioration in the vessel's performance or seaworthiness.

INSURANCE:

Necessary insurance coverage shall be provided by the owner of the vessel in the form of a certificate or underwriters letter naming Blue Water Boat Delivery, LLC (the Captain and Mate/Engineer/or Deckhand) as additionally insured. Coverage shall include public liability and property damage to cover any contingency including but not limited to damage to vessel or injuries to the captain or crew. It is also understood that the captain and mates/engineer or deckhand will not be held responsible for normal wear and tear, acts of war, piracy, government insurgencies or counterinsurgencies, including damage to vessel, crew or passengers caused by faulty navigational equipment,

Captain/Mate Initials _____
Blue Water Boat Delivery Owner Initials _____



improperly placed or missing navigational aids, uncharted underwater obstructions, or for termination of the voyage caused as a practical matter there from. At all times during the life of this agreement, the vessel owner(s) shall pay for and keep in place, insurance covering the vessel for losses from theft, property and bodily injury/death, collision and towing. The owner further agrees to provide, prior to departure, insurance declaration pages as proof that Blue Water captain and crew, being listed as named, are insured on the vessel insurance policy.

Prior to departure, the owner shall provide to Blue Water all licensing, titling, towing and insurance documents applicable to the vessel, particularly any required by law to be aboard.

ILLEGAL ACTIVITIES:

All obligations of the captain under this agreement will become null and void if the said vessel is engaged in any illegal activity or violation of the Zero Tolerance government regulations regarding transportation or use of illegal drugs or smuggling on board. The captain and crew will uphold the law, report such activities and support the authorities conducting any investigation whether on land or on the high seas.

ALCOHOL AND DRUG INTOXICATION:

If Blue Water Boat Delivery, LLC or the client believes that you are intoxicated at any point while operating or on the vessel an alcohol AND/OR drug tests can and will be administered. All operations will cease and you will be terminated and the contract will be null and void.

All obligations of the captain under this agreement will become null and void if the said vessel is engaged in any illegal activity or violation of the Zero Tolerance government regulations regarding transportation or use of illegal drugs or smuggling on board. The captain and crew will uphold the law, report such activities and support the authorities conducting any investigation whether on land or on the high seas.

FOOD PER DIEM:

\$45 per crew mate per day limit. This is an estimate and not a total to exceed. This does not include alcohol. DO NOT put alcohol on your receipts when dining out or shopping. It will not be reimbursed and it makes it difficult for the accounting department to decipher. This dollar amount is an amount allowed per day to follow and not an exact amount per crew mate. It does not mean you need to spend this each day and it does not mean this number is charged to the client each day.

EARLY TERMINATION:

It is also agreed that if the services of the captain and/or crew are terminated by the owner prior to the successful completion of the trip, said crew will be paid for all days worked up to and including the day of termination, plus the travel days, along with necessary airfare for crews to return to domicile.

It is also agreed that if (during the course of the voyage) credit cards are refused for any reason or the captain determines the vessel is not seaworthy or conditions exist that are deemed not suitable for continuance or may result in a "vessel not under command" situation, captain may execute his command authority to terminate the voyage. Accordingly, the crew will be paid for all days worked up to and including the day of termination, plus the travel days, along with necessary airfare for crews return to domicile.

Captain/Mate Initials _____
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SEAWORTHINESS:

The following inspection checklist is provided to assist the owner/agent in preparing the vessel for transit. Upon dockside arrival, the captain will use the aforementioned checklist to inspect the vessel to determine its seaworthiness and to verify compliance with necessary Coast Guard requirements and CFR's for that particular vessel. If the captain determines the vessel is not seaworthy or does not meet minimum CG requirements, he will state his reasons in writing on the checklist to the owner/agent. Accordingly, if the owner/agent fails to address the noted deficiencies in a timely manner, the crew will be paid for all days worked up to and including the day of termination, plus travel days, along with necessary airfare for crews return to domicile.

- Inspect all Life Jacket, Life rings
- Check/inspect all fire extinguishers and capabilities, check CO2 alarms
- Inspect all Navigational Lights and spare lamps, spot light
- Depth sounder/fathometer in working order
- Magnetic compass and Chart plotter operational, Nautical charts onboard
- Check ground tackle such as anchor, anchor rode, line, shackles, capstan, bow pulpit, rollers, spare anchor with ground tackle, Day shapes
- Ensure sound producing devices: Horn, Bell, Portable air horn
- Insure all flares and associated gear are operational (ex. flare gun)
- Insure life raft is secured properly and current
- Check all VHF-FM, SSB, Antennas for operation
- Flashlights, First Aid Kit, and interior/emergency lights are operational
- Have enough fenders, mooring lines
- Check all bilge float switches and high water alarms for correct operation (manually and power), Check all hose clamps on bilge pumps, Bilge floor should be clean and dry, have spare bilge pumps
- Check main engines, gear boxes, gen sets, oils and coolant levels
- Visually inspect all sea valves for operation and sea strainers and clean if necessary, have spare sea strainers, insure hose clamps are tight, have extra hose clamps
- Inspect steering gear for fluid leaks from hydraulic lines and steering ram, swing rudders hard right to hard left for smooth operation
- Inspect shaft packing glands, adjust accordingly, have extra gland packing
- Operated trim tabs and check fluid
- Ensure all batteries are secure, inspect battery electrolyte level and fill as required, have battery cables and extra battery
- Check and ensure portholes and deck hatches operation and that the seals are watertight
- Functioning AIS
- Functioning Radar
- Insurance Declaration and Towing Membership (Boat US or Seatow)
- Current survey

VESSEL EQUIPMENT:

The owner must represent the vessel to be seaworthy and carry all current registration, documentation and insurance papers.

If upon initial inspection or in route (underway), mechanical, electronic, electrical failure, loss or damage occurs or has occurred to said vessel or its equipment which, in the captain's judgment, hinders her ability to make or continue a safe voyage, the owner must correct it, or authorize corrective action, at the owner's expense.

Captain/Mate Initials _____
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Also expected on board will be multiple sets of fuel filters for the main engines and genset(s), along with at least four one gallon containers of oil normally used in the main engines and one gallon of oil for the genset(s). The vessel must also carry the necessary tools to maintain simple repairs and maintenance while underway, to include spare bulbs, belts, etc. Vessel shall also carry an ample supply of bed linens, cooking utensils and cleaning supplies, along with deck cleaning supplies and equipment to support the delivery. Vessel shall also carry all charts, navigation instruments, binoculars, hand-held VHF radio, etc., as necessary to complete the trip.

HOLD HARMLESS:

The captain is not responsible for normal wear and tear, nor for equipment failure under prudent operation consistent with established practices, nor for loss resulting from acts of God (ex. lighting, hurricanes etc.). The captain is not responsible for losses due to acts of war, piracy, government actions, or insurgencies, nor for damage to the vessel or injuries to the crew, nor for the termination of the delivery caused by practical consequences from any of the above.

DELIVERY AGREEMENT ACCEPTANCE:

The Parties hereby agree to the conditions stated herein as subscribed below:

Blue Water Boat Delivery Representative Name (Print)

Captain/Mate Name (Print)

BWBD Owners Signature

Date

Captain/Mate Signature

Date

Captain/Mate Initials _____
Blue Water Boat Delivery Owner Initials _____