

Employment Agreement

This document establishes the employment agreement made between _____
(Charterer) and _____ (Captain) for a bareboat charter.

1. Vessel. Charterer agrees that the Vessel being chartered is named _____,
that the Vessel has a hailing port of _____, and that the Vessel has a U.S.
Document Number/State Registration of _____.

2. Term. Charterer agrees that, notwithstanding Item 3 below, the term of employment of Captain by
Charterer shall be from _____ on _____ to _____ on _____.

3. Choice of Captain. Charterer agrees that the choice of Captain was made freely and that Charterer
was not forced, compelled or coerced by the Vessel's owner or charter agent to choose this particular
person. Charterer further agrees that Charterer has the right to discharge Captain at any time during the
charter without referral to the owner/charter agent.

4. Payment of Captain. Charterer agrees that the Captain is being employed and paid directly by
Charterer and that the rate of pay and all payment arrangements were/will be negotiated directly with
the Captain.

5. Jurisdiction. Charterer and Captain agree that all disputes, disagreements or claims between
Charterer and Captain shall be submitted to the exclusive jurisdiction of the state and federal courts of
the State of California, with venue in the County of Alameda. The parties hereto waive any defense of
lack of personal jurisdiction in said court(s)."

6. Severability. If any part of this Agreement is found to be void, unlawful, or unenforceable then that
part shall be deemed to be severable from the balance of this Agreement and the severed part shall not
affect the validity and enforceability of any remaining provisions.

Executed this _____ day of _____.

Charterer or Charterer's Representative

Captain

Date

Date