

G & H TOWING COMPANY

G&H MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 202__ (“Effective Date”) between _____ (“Contractor”) and G&H TOWING COMPANY (“G&H”). Contractor and G&H may also be referred to as “Party” and collectively as the “Parties”. Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **APPROVED VENDOR.** Upon execution of this Agreement and in compliance with its terms, G&H agrees that Contractor shall be added to G&H’s list of approved vendors. Listing of Contractor on G&H’s approved vendors’ list is no guarantee, representation, or warranty that Contractor will be hired to perform services for or provide products to G&H.
2. **WORK ORDERS.** If, at any time during the term of this Agreement, G&H either verbally or through one or more written work orders, purchase orders, delivery tickets, or other instruments, requests Contractor to supply labor, equipment, materials, supplies and/or perform services, and Contractor agrees to supply labor, equipment, materials, supplies and/or perform those services, each such request, regardless of form, shall be deemed a “Work Order” governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Work Order and/or any related or responsive document that is contrary to any term of this Agreement shall be void, unless Contractor and G&H have expressly agreed, in a mutually executed writing, that such agreement or stipulation shall supersede the terms of this Agreement.
3. **LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES.**
 - a. Upon receipt of a mutually agreeable Work Order, Contractor shall provide the labor, equipment, materials, supplies and/or services according to the specifications and requirements of this Agreement and the Work Order.
 - b. All services provided by Contractor hereunder shall be performed in accordance with industry standards as applicable to the region or area where the work is to be performed. All materials, supplies and equipment furnished by Contractor in the performance of services hereunder shall be warranted by Contractor to be free from material defects.
 - c. Contractor shall maintain its equipment in safe operating condition and insure that its assigned workers are properly trained, familiar with all aspects of any work to be performed and fit for their expected duties at all times.
4. **INVOICING AND PAYMENT.** Upon receipt of an invoice from Contractor, G&H shall pay Contractor for those services, labor, equipment, supplies and materials furnished by Contractor at the rates specified in the applicable Work Order. G&H shall have 30 days from the date of the invoice to pay the amount due thereon, or to notify Contractor of a *bona fide* dispute asserted in good faith as to any invoice items.
5. **INDEPENDENT CONTRACTOR.** Contractor shall be deemed an independent contractor with respect to any and all work performed under this Agreement and any Work Order. It is the express understanding and intention of the Parties that no relationship of master and servant or principal and agent shall exist between G&H and the employees, agents, or representatives of Contractor or between the Contractor and the employees, agents, or representatives of G&H, by virtue of this Agreement or otherwise.
6. **INGRESS AND EGRESS.** G&H shall secure for Contractor rights of ingress and egress to the vessels or facilities on which the work is to be performed. G&H shall advise Contractor of its general safety rules and policies and any limitations or restrictions to ingress and egress which are known to

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G&H; and Contractor, its employees, agents, and subcontractors shall abide by G&H's general safety rules and policies and such limitations and restrictions on ingress and egress.

7. **DATA SECURITY.** The parties represent to each other that they have implemented and will maintain an information security program that is designed to (a) ensure the security and confidentiality of their proprietary and non-public information, (b) protect against any anticipated threats or hazards to the security or integrity of their proprietary and non-public information, and (c) protect against unauthorized access to or use of their proprietary and non-public information that could result in substantial harm or inconvenience to the other Party. In addition, and not by way of limitation, each Party shall be responsible for maintaining security for its own systems, servers and communication links as reasonably necessary to protect the security and integrity of the other Party's systems and servers on which the other Party's proprietary and non-public information is stored, and protect against unauthorized access to or use of its own systems and servers on which their proprietary and non-public information is stored.
8. **COMPLIANCE WITH LAWS.** G&H and Contractor each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of any Work Order hereunder.
9. **MINIMUM INSURANCE REQUIREMENTS.**

Contractor shall, subject to, limited by, and in accordance with the Master Service Agreement between the parties, purchase and maintain in full force and effect at all times during the term of this Agreement, from insurance providers acceptable to Company and having a minimum rating by AM Best's company of A- 6 or S & P BBB, policies providing the types and limits of insurance indicated below, which insurance shall be regarded as a minimum.

Each insurance policy maintained by Contractor for work performed under this Agreement must be endorsed as follows:

- (i) "To the extent of the liabilities assumed under this Master Service Agreement by Contractor, Underwriters waive their rights of subrogation (whether by loans receipts, equitable assignment, or otherwise) against G&H, its subsidiaries and affiliated companies and their owners, operated vessels, vessel owners, co-owners and joint ventures, if any, and their employees, directors, officers, and agents."
 - (ii) To provide adequate territorial and navigation limits with all laws or regulations of state or country jurisdiction.
 - (iii) "To the extent of the liabilities assumed under this Master Service Agreement by Contractor, G&H, its subsidiaries and affiliated companies, and their owners, operated vessels, vessel owners, co-owners, and joint ventures, if any, and their employees, directors, officers, and agents are named as Additional Insureds." (Except the Workers Compensation policy)
- A. To protect G&H against liability, loss, or expense arising from damage to property or injury or death to any person arising out of, in connection with or resulting from the labor, equipment, materials, supplies and/or services provided for hereunder, Contractor shall, during the progress of any Work Order, carry, at its own expense, on forms and in reliable insurance companies authorized to do business in the state or area in which the work is to be performed hereunder, the following minimum insurance coverages:

Workers' Compensation and Employers' Liability Insurance, in accordance with the statutory requirements of the state in which the work is to be performed, and endorsed specifically to include the following:

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- (i) Employers' Liability including Occupational Disease, subject to a limit of liability of not less than \$1,000,000.
- (ii) "Borrowed Servant "(Alternate Employer) endorsement, stating that a claim brought against G&H as a "borrowed servant" by an employee of Contractor will be treated as a claim against Contractor.
- (iii) If there are employees who would be subject to the Federal Longshoremen and Harbor Workers Act, the policy shall include coverage for claims under the United States Longshoremen and Harbor Worker's Act and the Outer Continental Shelf lands Act.
- (iv) Voluntary Compensation and Employers' Liability Endorsement
- (v) If there are employees who would be subject to the Jones Act or other Maritime Acts or General Maritime Law, the policy shall include:
 - a. Coverage for claims under the Jones Act, under the Death on the High Seas Act, under the Admiralty Extension Act, and under the general maritime laws of the United States, including but not limited to claims for transportation, wages, maintenance, and cure with a limit of liability of \$1,000,000.
 - b. Appropriate Borrowed Servant or Alternate Employer endorsements in favor of G&H such that company shall have full coverage as to Contractor employees who may be deemed borrowed servants or statutory employees of G&H under Contractor's Maritime Employers Liability policy.
 - c. "In rem" endorsement providing a claim "in rem" shall be treated as a claim "in personam" against Contractor or G&H.
 - d. Voluntary Compensation Maritime Endorsement.

B. Commercial General Liability Insurance, with limits of liability of not less than the following:

\$2,000,000 general aggregate

\$1,000,000 each occurrence, Bodily Injury and/or Property Damage Combined Single Limit

Such insurance shall include the following:

- (i) Premises and Operations coverage.
- (ii) Contractual Liability covering the liabilities assumed under this agreement.
- (iii) Broad Form Property Damage Liability endorsement, unless policy is written on November 1988 or later ISO form.
- (iv) Products and Completed Operations.
- (v) Sudden and Accidental Pollution coverage.
- (vi) Include, if Contractor is engaged in diving operations, appropriate endorsements for liability coverage for all diving operations.
- (vii) "In rem" endorsement providing a claim "in rem" shall be treated as a claim "in personam" against Contractor or Company.

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(viii) If watercraft are used by Contractor in his work, delete all watercraft exclusions unless the protection and indemnity coverage specified elsewhere in these insurance provisions is provided on all watercraft used by Contractor.

- C. **Automobile Liability Insurance**, with limits of liability of not less than the following:
\$1,000,000 each occurrence
\$1,000,000 Bodily Injury and/or Property Damage Combined Single Limit
Such coverage shall include owned, hired, and non-owned vehicles.
- D. **Aircraft Liability Insurance**. In any operation requiring the use of aircraft and/or helicopters (unless provided by G&H) combined single limit insurance shall be maintained for public liability, passenger liability and property damage liability in an amount of not less than \$1,000,000 per seat subject to a minimum of \$20,000,000; this insurance shall cover all owned and non-owned aircraft, including helicopters; used by Contractor in connection with the performance of the work set forth in this agreement.
- E. **Physical Damage Insurance** for loss or damage to Contractor's equipment, materials, supplies and/or machinery, used in performance of any Work Order, including loss or damage during loading, unloading, and while in transit. Such coverage shall be on an all-risk basis or its equivalent subject to a limit of not less than 90% of the replacement cost at the time of the loss with any and all deductibles to be assumed by, or for the account of and at Contractor's sole risk.
- F. **Hull and Machinery Insurance** Contractor must carry and maintain hull and machinery insurance covering each vessel owned, chartered, or operated by Contractor in connection with any Work Order. Such insurance shall meet the following minimum requirements:
- (i) Full Form Hull and Machinery Insurance, (American Institute Hull Clauses or equivalent), including Collision Liability, with the sistership clause unamended, with the limits of liability at least equal to the full value of the vessel and with navigational limits adequate for Contractor to perform the Work hereunder. Where the vessel(s) engage(s) in towing operations, said insurance shall include full Tower's Liability with the sistership clause unamended.
 - (ii) All Hull and Machinery Insurance shall be endorsed 1) to provide full coverage to Company as additional insureds without limiting coverage liability "as owner" of the vessel and shall delete any "as owner" clause and any other language purporting to limit coverage to liability of an insured "as owner" of the vessel, and 2) to delete any language limiting coverage for the Company in the event of the applicability of any limitation of liability statute.
 - (iii) This insurance may exclude coverage for Collision Liability and Towers Liability provided such risks are covered under full form Protection and Indemnity Liability Insurance as described in part G below.
- G. **Protection and Indemnity Insurance**, Contractor must carry and maintain P & I insurance covering all owned, operated, or chartered vessels, as follows:
- (i) Full Form Protection and Indemnity insurance including, but not limited to, coverage for injuries to or death of masters, mates and crews of vessels with limits of not less than \$1,000,000, including insurance for voluntary removal of wreck and/or debris, and liability for seepage, pollution, containment and cleanup per Federal Water Pollution Control Act, as amended, and The Oil Pollution Act of 1990, as amended. This insurance shall be at least equivalent to Form SP-23, including coverage for crew, Tower's Liability (with the sistership clause unamended), Collision and Liability (with the sistership clause unamended), sue and labor and salvage charges, and Contractual Liability.

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- (ii) All Protection and Indemnity and Hull and Machinery insurance shall be endorsed 1) to provide full coverage to G&H as additional insureds without limiting coverage to liability "as owner" of the vessel and to delete any "as owner" clause and any other language purporting to limit coverage to liability of an insured "as owner" of the vessel, and 2) to delete any language limiting coverage for Company in the event of the applicability of any limitation of liability statute.
- (iii) This insurance may exclude crew coverage provided such risks are covered under policies detailed in Section A (Workers Compensation, Occupational Disease, and MEL Insurance) as to all locations where Work will be performed under this Contract.

H. Excess Liability Insurance with limits of liability of not less than the following:

Limits of Liability - \$5,000,000 Occurrence/Aggregate for Bodily Injury and Property Damage in excess of the employers liability and maritime employers liability coverage outlined in Paragraph "A", and the limits of liability provided by the policies outlined in paragraphs "B", "C", "D", the collision and towers liability coverage in "F", and the coverage and liability limits provided in "G".

None of such insurance shall be cancelled or materially changed without 30 days prior written notice having been furnished G&H at its principal office (except in the case of cancellation for non-payment of premium in which case cancellation shall not take effect until at least ten (10) days prior written notice has been given to G&H).

G&H reserves the right to require certified copies of any or all policies and any deviation from the minimum requirements listed herein must be submitted to Company for written approval prior to commencement of the work.

Before providing any labor, equipment, materials or supplies and commencing any work or services under any Work Order, Contractor shall furnish to G&H, on forms acceptable to G&H (Accord form acceptable), Certificates of Insurance, evidencing that the insurances required under this Contract have been secured; and no Work shall be commenced until the Certificates are properly completed and furnished to G&H

Each policy must contain an endorsement confirming that such policy is primary insurance to any other insurance or self-insurance available to G&H, but only to the extent of the liabilities assumed hereunder by Contractor under this Master Service Agreement, with respect to claims arising hereunder.

Contractor shall assume and bear any claims or losses to the extent of deductible amounts or self-insured retentions and waives any claim it may ever have for the same against G&H, its subsidiaries and affiliated companies and their owners, operated vessels, vessel owners, co-owners and joint ventures, if any, and their employees, directors, officers, and agents in respect of any covered event, but only to the extent of the liabilities assumed hereunder by Contractor under this Master Service Agreement.

10. TAXES AND CLAIMS.

- a. Contractor agrees to pay all taxes, licenses, and fees levied or assessed on Contractor incident to the performance of this Agreement or any Work Order by any governmental agency and unemployment compensation insurance, old age benefits, social security, or any other taxes upon the wages paid by Contractor to its agents, employees, sub-contractors, and representatives.
- b. G&H agrees to pay all taxes, licenses, and fees levied or assessed on G&H incident to the performance of this Agreement or any Work Order by any governmental agency and unemployment compensation insurance, old age benefits, social security, or any other taxes upon the wages paid by G&H to its agents, employees, and representatives.

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- c. Contractor agrees to pay all claims for labor, equipment, materials, services and supplies incurred by Contractor and agrees to allow no lien or charge to be fixed upon any vessel or facility or other property owned or operated by G&H or the party for whom G&H is performing services. Contractor agrees to indemnify, protect, defend, and hold G&H harmless from and against all such claims, charges and liens. If Contractor shall fail or refuse to pay any claims or indebtedness incurred by Contractor in connection with the services provided hereunder, it is agreed that G&H

shall have the right to pay any such claims or indebtedness out of money due or to become due to Contractor hereunder. Notwithstanding the foregoing, G&H agrees that it will not pay any such claim or indebtedness as long as same is being actively contested by Contractor and Contractor has taken all actions necessary (including the posting of a bond when appropriate) to protect the property interest of G&H and any other party affected by such claim or indebtedness. Contractor waives any *in rem* claim for necessities which it may otherwise come in possession of by virtue of services rendered pursuant to this Agreement and any Work Orders.

- d. Before payments are made by G&H to Contractor, G&H may require Contractor to furnish proof that there are no unsatisfied claims for labor, materials, equipment, services and supplies or for injuries to persons or property not covered by insurance.
- e. INDEMNITY

Contractor agrees to protect, defend, indemnify and hold harmless G&H, its affiliated companies, any vessels and the owners of any vessels for which labor, equipment, materials, supplies and/or services may be provided under this Agreement or any Work Order, and their officers, directors, employees, and invitees (all of whom may be referred to as INDEMNITEES) from and against all claims, demands, and causes of action of every kind and character, without limit, arising out of the labor, equipment, materials, supplies and/or services provided by contractor pursuant to this Agreement or any Work Order which may be asserted by any persons, including employees, officers or agents of Contractor, and its sub-contractors for personal injury (including death) and/or property damage. Contractor's indemnity obligation under this Paragraph shall be without regard to and without any right to contribution from any insurance maintained by G&H. THE INDEMNITY OWED BY CONTRACTOR SHALL APPLY TO LIABILITIES EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE- EXISTING DEFECT, THE NEGLIGENCE (WHETHER, JOINT, CONCURRENT, OR SOLE), STRICT LIABILITY OR OTHER LEGAL FAULT OF G&H AND/OR THE INDEMNITEES. THE OBLIGATION TO INDEMNIFY DOES NOT APPLY TO LIABILITIES ARISING FROM THE GROSS NEGLIGENCE OF G&H AND/OR THE INDEMNITEES.

11. **TERM AND CANCELLATION.** This Agreement shall remain in effect until cancelled by either party hereto by giving the other party ten (10) days written notice. The obligations of Paragraph 10, however, shall survive the cancelation of the contract.
12. **NO WAIVER.** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
13. **ASSIGNMENT.** Neither party shall assign this Agreement, either in whole or in part, without the express prior written consent of the other party hereto. Any such attempted assignment shall be void.
14. **JURISDICTION AND VENUE:** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of Texas without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to this Agreement shall be filed and maintained in a Federal District or State District Court of competent jurisdiction in Galveston County, Texas.

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15. **AMENDMENT AND MODIFICATION;** This Agreement shall not be amended or modified by except by written agreement executed by both Parties.

16. **NOTICE.** Unless otherwise specified in this Agreement or any Work Order, any notice required under this Agreement shall be in writing, addressed as follows:

CONTRACTOR:

**G&H TOWING COMPANY
Attn: Mike Nigro
P.O. Drawer 2270
Galveston, TX 77553-2270**

17. **EXHIBITS.** The following Exhibits are attached hereto and made a part of this Agreement for all purposes:

Exhibit A - Contractor's Certificate(s) of Insurance.

Exhibit B – Form of Work Order

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Both parties agree that duplicate originals of this Agreement will be executed.

Executed by: G&H TOWING COMPANY

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

G & H TOWING COMPANY

Executed by: CONTRACTOR: _____

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

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EXHIBITA

Pursuant to that Master Service Agreement dated _____, 202 between
_____ ("Contractor") and G & H TOWING COMPANY ("G&H").

CONTRACTOR'S CERTIFICATE OF INSURANCE ATTACHED.

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EXHIBIT B

G&H TOWING WORK ORDER

Pursuant to that Master Service Agreement dated _____, 202_ _ , between
_____ ("Contractor") and G & H TOWING COMPANY ("G&H").

Work to be Performed: Vessel/Facility Name: _____

Location: _____

Description of work to be performed (Please print clearly or type): _____

(If more space is needed, use back of form)

Work Order Contact Information:

Contractor: _____
Contact Name

Phone Number

THIS WORK ORDER IS AGREED TO AND ACCEPTED: DATE: _____

“G&H”

By: _____
(Signature)

Name: _____
(Print)

Title: _____

“Contractor”

By: _____
(Signature)

Name: _____
(Print)

Title: _____