

Contract For Crew Member Employment

This contract is made between *Joe Petrale*, herein after referred to as 'Owner', and _____, Herein after referred to as 'Crew Member', for purpose of employment on board the *F/V Flatfish*.

1. **Term:** This employment contract shall last until _____. Any extensions must be mutually agreed to in writing. Crew Member may be discharged for good cause before the end of the employment period.

2. **Crew Share:** Crew Member shall be paid _____ percent of the net proceeds from the sale of the catch of the vessel during this employment contract. The net proceeds from the sale of the catch of the vessel *Flatfish* is defined as the gross proceeds from sale of the catch of the vessel less deduction for:

- a. Expense of groceries. Shall be a equal portion of cost based upon total number of crew onboard, including the Captain. Purchase of alcohol or tobacco items are not included under 'groceries'.
- b. Expense of unloading the catch. Crew Member retain the option to unload the catch without compensation in which case, no deduction for unloading will be taken. Should unloaders not be available or should the trip producing less than 10,000 pounds of fish, crewmembers may be required to unload the catch.
- c. Expense of Fuel and Oil: Included shall be the cost of fuel oil, lube oil and hydraulic oil.
- d. Crew Member is considered 'self employed' and paid a % of the catch. Washington State Employment Security withholdings are deducted.

Crew Member's share shall also be reduced by the amount of any draws against crew share. Payment of draws shall be at the sole discretion of the Owner. Crew Member understands that this shall be his sole compensation whether or not the vessel completed her season or fishing trip for any reason and furthermore that he is responsible for his own transportation to and from the vessel. Crew Member understands and agrees that his crewshare will be his sole compensation for any work of any nature performed on board or in relation to maintenance and operation of the *F/V Flatfish*. No additional compensation will be paid for work preparing the vessel to go to sea or for performing usual repairs. Owner shall not be liable to Crew Member on account of taking the *F/V Flatfish* out of service, or for not fishing any available fishing period, for whatsoever reason.

3. **Discharge/Jumping Ship:** Crew Member agrees that the vessel owners may terminate this employment contract and discharge Crew Member at any time for good cause. The following, although not inclusive, are cause for discharge:

- a. Use of Drugs or alcohol on board or within 8 hours before reporting for duty.
- b. Failure to conform to reasonable health, safety or living standards.
- c. Failure to meet vessel departure schedules.
- d. Failure to perform delegated tasks efficiently and capably.
- e. Extended incapacity due to sea sickness.
- f. Misrepresentation of previously acquired skills, experience and abilities.
- g. Sleeping while on watch, or negligence in performance of duty.
- h. Insubordination.
- i. Failure to perform in-port cleaning and maintenance.
- j. Harassing other crew members.

If Crew Member willfully leaves the service of this vessel prior to the completion of this employment contract, he shall be entitled to no crew share after the date he leaves the vessel, and Crew Member shall be responsible for his own transportation expenses from the port where he leaves the vessel.

4. **Drugs:** Crew Member acknowledges and understands that NO DRUGS, other than prescription and/or over the counter drugs, are allowed on the vessel. Accordingly, owners will cooperate fully with public authorities in the criminal prosecution of anyone using or possessing illegal drugs aboard the vessel. Crew Member authorizes the vessel owner/and/or the master to, at any time, search his belongings and quarters. Crew Member hereby consents to a physical examination as may be required to test for drugs. He also agrees that he is subject to immediate termination, with no rights for further compensation and/or transportation back to Port where hired, if he is found to violate his obligations and/or duties under this clause. Crew Member will reimburse and indemnify Owner, and the other Crew Members for all damages and lost income whatsoever which any of them may incur as a result of Crew Member's use or possession of any illegal drug. Possession of illegal drugs or use of drugs on board shall subject Crew Member to immediate discharge without notice.

5. **OBLIGATION to report INJURY or ILLNESS:** As per 46 USC 6103 any and all injuries, and/or disabilities and/or illnesses incurred by the Crew Member must be reported to the vessel owner or Captain no later than seven (7) days after the date on which the illness, disability, or injury arose. Failure to comply may preclude Crew Member from collecting compensation for wages, maintenance and cure.

6. **DUTIES and RESPONSIBILITIES:** Crew Member shall perform duties normal to operation and maintenance of a Coastal Trawl Fishing Vessel or as owner or Captain may direct and shall include, but not be

Crewmember Employment Agreement

READ CAREFULLY. This contract details your rights and duties while working as a crewmember of the Fishing Vessel a _____ (hereafter referred to as a vessel). This Agreement shall not be amended by the parties except by a written amendment signed by both parties.

1. Parties. The parties to this Agreement are _____, the owner of Vessel (hereafter referred to as a Owner), and _____ (hereafter referred to as a Crewmember's).

2. Term of Employment. There is no term for this employment. Employment may be terminated by either the Owner/operator or the Crewmember at any time, with or without cause, and with or without prior notice. These paragraphs provide only that Crewmember is hired for the first voyage Crewmember takes after signing this Agreement. Crewmember's employment with the Vessel ends after the catch for the first voyage is unloaded, the vessel is cleaned up and any required repairs are completed. Owner is under no obligation to hire Crewmember for the next voyage.

3. Application to Subsequent Voyage. If Crewmember wishes to hire on for the next voyage and Owner wishes to hire Crewmember for the next voyage this contract will apply to the next voyage and it will not be necessary to sign a new contract. Crewmember's employment with the Vessel will be on a voyage to voyage basis and Crewmember's right to work will depend on the Owner. Regardless of the number of trips which Crewmember has made on the Vessel it is expressly understood and agreed that he has no right to make any future trips whatsoever or at all and that the employment agreement may be terminated at any time, without notice, and without any cause by either Crewmember or Owner/operator.

It is recognized that crewmembers often remain upon a particular fishing vessel for a period of months and even many years. This is by mutual desire and consent of both the Owner and the crewmember. This custom and practice of remaining upon a vessel for a period of months or even years is expressly agreed by the parties to not constitute a right to have Crewmember continue employment beyond the termination of any particular fishing trip. Regardless of the number of trips which a crewmember has made upon a particular fishing vessel, it is expressly understood and agreed that there is no right to make any future trips whatsoever or at all and that the employment relationship may be terminated at any time, without notice, and without cause, by either the Crewmember or the Owner.

4. Compensation.

A) Percentage. Crewmember's compensation shall be _____ percent (____%) of the adjusted gross earnings from proceeds of sale of seafood caught and sold by the Vessel, and from any charter hire, freight and salvage earned by the Vessel, all earned by the Vessel and actually received by Owner for operation of Vessel during

the time that Crewmember is on board the Vessel performing Crewmember's duties, after deduction of the actual costs of collecting such compensation if any costs are so incurred. Crewmembers will share equally the actual costs of groceries and food purchased for each period of Vessel's operation.

B) Adjusted Gross Earnings. Adjusted gross earnings shall consist of all income from fishing operations actually received by Owner, after deduction of any dues for Fishermen's Marketing Association, Oregon Trawl Commission, any fees for unloading, trucking, fish brokerage or licenses owed as a result of delivering seafood products, and any fines for over weight or other violations of Federal trip limits. Adjusted gross income shall also consist of any salvage award or payment actually received by Owner for emergency towing provided to other vessels, after expenses incurred as a result of salvage or towing operations.

C) Bonus. If Crewmember satisfactorily completes the terms and requirements of this agreement including unloading catch, cleaning fishhold and vessel, removal, storage, maintenance or repair of gear, preparing Vessel for moorage and/or subsequent fishing, voyage to port for maintenance, repair or lay-up or any other duties required by Owner, then Crewmember shall be entitled to a bonus of _____% of the adjusted gross earnings as defined above.

D) Jumping Ship. Any Crewmember who willfully leaves the service of Vessel prior to the completion of the terms and requirements of this agreement without permission of the Captain shall forfeit all rights to any share in the adjusted gross earnings of Vessel after Crewmember's departure and to any bonus that may otherwise have been earned. In addition, such Crewmember may, at the option of Owner, be subject to forfeiture of a portion of Crewmember's earnings by deduction of _____% of the adjusted gross earnings as defined above. This deduction is necessary to compensate Owner and the remaining crewmembers for the additional work and the disruption that will be caused by such Crewmembers departure.

E) Payment of Share. Crewmember shall be entitled to an accounting and payment of the agreed percentage on or before the seventh day after revenues are actually received by Owner. Crewmember acknowledges that Owner may reserve a reasonable amount to cover cellular phone charges, groceries, or any personal gear charged by Crewmember to Vessel's account. Payment in full and a final accounting will occur as soon as all applicable bills are received by Owner.

F) Groceries, Stores and Travel Expenses. Crewmember, jointly with other crewmembers, shall be responsible for and provide Vessel with groceries and stores. In the event Owner advances funds for groceries and stores, crewmembers will share equally and equitably in the cost of such provisions. Crewmember specifically authorizes Owner to calculate his portion of grocery costs and deduct it from earnings as soon as possible. Crewmember shall be responsible for Crewmember's travel expenses to and from the Vessel, wherever the Vessel may be located.

G) Compensation for Work Performed in Preparation of Vessel and Gear for Fishing. In the event that Crewmember assists in the preparation of Vessel and gear or equipment for fishing, and if the employment of Crewmember is terminated prior to the time that the Vessel engages in fishing activities, it is agreed that Crewmember shall be compensated at the then minimum wage rate in effect in the jurisdiction in which the work was performed by Crewmember. If Crewmember's employment is not terminated prior to the time that the Vessel engages in fishing activities, Crewmember's percentage specified above shall be deemed full and complete compensation for all work done in the preparation of Vessel and gear and equipment for fishing. Any monies paid Crewmember prior to the Vessel engaging in fishing activities shall be deemed draws on future Crewmember compensation and not additional compensation for shoreside labor. Crewmember shall not be entitled to any additional compensation for such services as have been rendered by Crewmember for such shoreside duties and Crewmember specifically releases Vessel, Captain and Owner from any claim on behalf of Crewmember for additional compensation for services performed or for any payment based upon the operation of the Vessel during fishing activities which occur after the termination of Crewmember's employment.

5. Personal Clothing and Gear. Crewmember shall furnish bedding, clothing, work clothes, foul weather gear and sundries. Crewmember shall not charge personal items to the account of Vessel or Owner. Crewmember shall not bring personal items on board that exceed five hundred dollars (\$500.00) in value. In the event that Crewmember does bring on board personal items exceeding five hundred dollars in value, Crewmember assumes the full risk of loss of possessions in excess of the maximum allowed value.

6. Crewmember Duties. Crewmember shall perform such duties as are customarily performed by one holding a similar position on similar vessels employed in fisheries in which the Vessel is then engaged. Such duties include, but are not limited to, cleaning, supplying and provisioning the Vessel, preparing fishing gear before the season, repairing and maintaining fishing gear during the season, properly caring for and unloading the catch, maintaining and repairing the Vessel, its equipment and fishing gear, and preparing Vessel and gear for seasonal layups. The Crew is responsible for all net repair. If the Crew decides to use outside labor for net repair, they are responsible for outside labor costs. Crewmember shall comply with all safety rules and is expected to keep the decks and rigging in good and seaworthy condition. The Captain of the Vessel is the final authority with regard to all operational matters pertaining to the Vessel and Crewmember agrees to abide by all orders and directives of the Captain.

7. Crewmember Representations.

A) Crewmember will hold Vessel, its Owners and the Vessel's Captain harmless from any claims for aggravation or reinjury of previously treated medical conditions,

whether listed hereafter or not.

B) Crewmember acknowledges it has been explained to Crewmember, and Crewmember is fully aware, that the working conditions on board Vessel are difficult, strenuous and sometimes hazardous and Crewmember accepts this employment with full knowledge of the associated risks.

C) The sea duties of Crewmember while the Vessel is fishing or traveling have been fully explained to Crewmember and Crewmember understands those duties and is fully capable of performing those duties.

D) Crewmember certifies that Crewmember has examined the gear and machinery of the Vessel and the Vessel itself, and has found the Vessel, it's equipment and gear to be in good and seaworthy condition. Crewmember agrees to immediately advise Captain if, at any time hereafter, Crewmember finds any condition on board Vessel to be unsafe. If such condition is not immediately remedied by the Vessel's Captain, Crewmember agrees to immediately advise the Vessel's Owner.

E) Crewmember acknowledges Crewmember has examined the life raft, survival suits, life rings and other safety equipment and has found this equipment to be in good condition and readily accessible.

F) Crewmember warrants and represents that under no circumstances will Crewmember engage in any illegal activity while on board the Vessel, nor will Crewmember use the Vessel or it's property for any unlawful purpose during the term of this agreement. In the event any action of Crewmember subjects the Vessel's Owner or Captain to any administrative, judicial or criminal penalty, fine or damages whatsoever, Crewmember agrees to indemnify and hold them harmless from any such penalty and further agrees to reimburse the foregoing persons and entities for any such penalties, fines and damages plus related costs and attorney's fees which result from Crewmember's illegal activity.

G) Crewmember shall be responsible to Vessel and Owner for any damage or loss to Vessel or its equipment and gear caused by Crewmember's negligence.

H) Crewmember shall notify the Captain or Owner of any injury or disability suffered by Crewmember while performing duties hereunder not later than seven (7) days after the date on which the injury or disability arose.

8. Grounds for Discharge. Grounds for discharge include, but are not limited to, the following:

- A) Use of drugs or alcohol.
- B) Failure to conform to reasonable health, safety or living standards.
- C) Failure to meet Vessel departure schedules.

- D) Failure to work and live in harmony with other crewmembers.
- E) Failure to perform delegated tasks efficiently and capably.
- F) Extended incapacity due to seasickness.
- G) Misrepresentation of previously acquired skills, experience and abilities.
- H) Violation of any portion of this employment agreement.

Notwithstanding any provision contained herein, this agreement may be terminated by either the Owner or the Crewmember, with or without cause, at any time.

9. Alcohol and Drugs. Crewmember acknowledges and understands that NO DRUGS OR ALCOHOL, other than prescription drugs and/or over the counter drugs, are allowed aboard the vessel under any circumstances. Crewmember shall not possess, use or be under the influence of illegal drugs or alcohol while aboard the Vessel or while performing shore duties in service of the Vessel. The presence of any measurable quantity of any prohibited drug may expose Owner to fines, arrest and forfeiture of the Vessel, and/or loss of fishing opportunity. All employees, their living spaces and personal items may be subject to search and testing for prohibited substances without notice. Any crewmember terminated for intoxication or for use or possession of alcohol or drugs will be considered to have jumped ship as defined above, and will also forfeit any bonuses that would otherwise be due. Such crewmember may be placed ashore at the nearest port, without any right to transportation expenses from the port and may be subject to civil action for the Owner's damages for any costs, expenses, fines or other losses resulting from this breach, including loss of fishing or operating profits.

10. Obligation to Report Injury or Illness. Crewmember shall report any and every injury or illness to themselves or other crewmembers immediately, in written form, to the Captain, no matter how minor the injury may appear at the time it occurs.

11. Arbitration. Any dispute between the Crewmember and the Vessel or Owner arising out of this Agreement, including any dispute as to payment or nonpayment of any compensation claimed due by Crewmember, shall be commenced within six (6) months of the date the alleged payment should have been made or the employment of the Crewmember was terminated, whichever occurs first, and shall be arbitrated in Crescent City, California by an attorney who maintains his or her principal office in that place, selected by mutual agreement of the parties. In the event that the parties cannot agree on a single attorney, each party shall select one disinterested attorney, and those attorneys shall agree on a third attorney who shall arbitrate the dispute as a sole arbitrator. The arbitrator shall be guided by the Mandatory Arbitration Rules of California, or such other rules as the parties may subsequently agree, irrespective of the amount in controversy. Each party to such arbitration shall pay one half of the fees and charges of the arbitrator and his or her own attorney's fees, and the fees of any disinterested attorney designated to select the arbitrator. Any award rendered in any arbitration under this Agreement shall be final and binding on each and all of the parties and any judgment may be entered in any court having jurisdiction thereof.

12. Miscellaneous.

A) This agreement constitutes the entire agreement between the parties and all prior arrangements and negotiations between the parties are hereby deemed to be merged herein.

B) This agreement shall be enforced according to the laws of the State of California. The parties agree to submit to the jurisdiction of the State Courts in Eureka, California, and the jurisdiction of any Federal Court situated in the State of California.

C) If any part, term, or provision of this agreement is held by the courts to be invalid, void or illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid, void or illegal.

13. Owner has an Open Door Policy. Any employee may call Joe Petrale at (707) 442-5555 to discuss any of these policies.

14. Health of Crewmember. Crewmember hereby certifies that Crewmember is in good health and has no physical disabilities that may affect Crewmember's ability to perform duties required under the term of this Agreement except as stated, has no allergies and is not receiving medical treatment for any condition except:

15. Personal Information of Crewmember.

Name: _____ Social Security

Permanent
Address: _____

Telephone: _____

limited to: Routine cleaning; maintenance of hull, machinery and equipment, fishing gear and nets; During fishing operations, shooting and retrieval of gear, sorting and icing of catch, repair of nets and fishing gear, galley duties, and as may be assigned. Crew Member shall qualify and remain proficient in boat handling, navigation and seamanship to a level required to safely stand duties of wheel watch. By accepting a wheel watch, Crew Members shall by such act, ascertain to his qualification and ability to navigate and operate the vessel safely. This shall include but not be limited to, knowledge of all systems on the vessel, navigation by dead reckoning as well as with electronic aids such as radar and loran. He shall immediately inform the Captain of any condition which could exist or develop such as to place the vessel or its crew in danger. He will immediately inform and consult with the Owner and/or Captain concerning any condition or development on board the vessel, or within its proximity. of which he has question or uncertainty about the decision or action required thereof. Duties in this section are not inclusive . Work in port, underway and on the fishing grounds are part of normal operation of the vessel.

7. **SAFETY & SURVIVAL:** By signing of this agreement, Crew Member attests that he has inspected the vessel, its' equipment and ancillary gear, life saving and survival equipment, fire and safety systems, and found them to be in good condition. Further, Crew Member attests that he has his own survival suit, meeting Coast Guard requirements of condition and has tried it on and that it is in serviceable condition and of appropriate size and fit. Crew Member shall immediately notify the owner and/or Captain of any condition which he considers unsafe.

8. **MAINTENANCE:** If the Crew Member shall leave the vessel due to work related illness or injury and vessel owner is liable to make maintenance payments, maintenance shall be paid at the rate of \$50.00 per day.

9. **MEDICAL CONDITION.** Crew Member warrants and certifies that he is fit for duty _____(initial), and has no physical disabilities, impairment, illnesses or lingering injuries at the present time except those listed as follows: (Supply date of injury, Doctor seen, nature of injury or illness, prognosis and lasting or present effects:

10. **ATTORNEY'S FEES:** If it shall be necessary for either the Owner or Crew Member to employ an attorney to enforce its rights pursuant to this Agreement because of default of the other party, the defaulting party, as finally determined in any settlement, judgment, or arbitration award related to such default, shall reimburse the non-defaulting party for reasonable attorney's fees and expenses.

11. **SEVERABILITY:** If any provision of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Agreement, which shall remain in full force and effect.

Date of Signing: _____ Port where Hired: _____

12. **ATTESTMENT:** The Crew Member, by signing this Agreement, acknowledges to have read this document in entirety and agrees to be bound thereby.

Name: _____ Phone #: _____ Wife's Name: _____
 Address: _____ Date of Birth: _____ SS#: _____
 _____ Person to Contact Emergency: _____
 Next of Kin: _____ Doctors Name: _____ Phone: _____

Previous Employer	Date of Employment	Duties
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Joe Petrale
 Owner

 Crew Member

Renewal and extension of Contract for Crew Member Employment

It is agreed by the Owner and Crew Member to extend and renew this contract for a period of one year from t
The below date of mutual agreement:

Signature Owner

Signature Crew Member

Date:

