

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

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:

