

**TIME CHARTER CONTRACT INCLUDING 2019 \_\_\_\_\_ SALMON BARRIER NETS DEPLOYMENT, REMOVAL AND TRANSPORT VESSEL SPECIFICATIONS**

This contract is a time charter between the F/V \_\_\_\_\_ and Owner, \_\_\_\_\_ (the "Owner") and Prince William Sound Aquaculture Corporation ("PWSAC" or the "Corporation").

The purpose of this time charter ("Time Charter" or the "Agreement") is to deploy, remove, and transport the chum salmon Wally Noerenberg Hatchery (WNH) barrier net; sockeye salmon Main Bay Hatchery (MBH) barrier net; and/or the pink salmon WNH barrier net (the "Barrier Net Project").

**1) Charter Period and Stipulated Lump Sum**

- A. The Charter Period shall continue from \_\_\_\_ to approximately \_\_\_\_\_, or at the option of the Corporation, until the completion of the project whether before or after September 30, 2019.
- B. During the Charter Period, as specified herein, the Corporation shall charter the Owner's vessel the F/V \_\_\_\_\_ (the "Owner's Vessel" or "Charter Vessel") fully equipped with skipper, crew, rigging and diver for the Stipulated Lump Sum of \$ \_\_\_\_\_ for the tasks related to the Barrier Net Project.
- C. Payment shall be made to Owner within seven days after the Charter Period is completed.
- D. The Charter Vessel, including all its equipment as set forth below, and the skipper and crew shall be available to the Corporation during the Charter Period.

**2) Charter Obligations**

- A. Owner shall deliver the Charter Vessel with captain and crew to the Corporation at the beginning of the Charter Period, fully-rigged, tight, staunch and strong, fully-licensed and operational with all necessary accessory equipment necessary for the purposes set forth in this Time Charter.
- B. Owner shall provide an experienced skipper, with both significant experience operating a vessel the size of the Charter Vessel and significant experience navigating the navigable waters of Prince William Sound, for the Charter Period. The Owner shall also provide at least three additional Crew members and an experienced diver for the Charter Period. Crew members shall be provided at Owner's expense.
- C. Owner shall provide an experienced diver, with supporting equipment in the form of come-along(s), seine twine, float bags, rock bag anchors and all necessary dive gear for the proper installation of the barrier seine net at the time of deployment. Each lead line is to be sewn into the corresponding chain anchors which join the ends of the seine to the shore.

- D. The Owner will perform all tasks necessary to support the Barrier Net Project operation as requested by the Corporation. Owner's primary contact with the Corporation regarding these matters shall be the Corporation's Operations Manager.
- E. Unless otherwise agreed in writing by the Corporation, this Time Charter includes all gear, machinery and equipment aboard the vessel at the time of inspection by the Corporation, and all equipment and crew will remain available to the Corporation full time for the duration of the Charter Period provided, however, that nothing stated in this Time Charter shall be construed as a demise of the vessel to the Corporation. The Owner shall remain responsible for the navigation of the vessel, insurance, crew and all other matters, the same as when working for its own account.
- F. During the Charter Period, the Charter Vessel will be primarily engaged in the deployment, installation, removal, and transportation of the \_\_\_\_\_ barrier net\_\_. Upon removal, the barrier net\_\_ will be transported to the Armin F. Koernig Hatchery (AFK) dock.
- G. Owner shall be informed and instructed by the Operations Manager of the exact support duties to be performed; provided, however, that the manner of operation and navigation of the vessel shall remain in Owner's exclusive control.
- H. Owner shall work diligently to complete all assigned support duties within the expected time schedule.
- I. While on any Corporation property or facilities, including hatchery grounds, the Owner and crew shall read, sign for, and abide by the rules and regulations governing PWSAC hatchery employees.
- J. Owner agrees to pay all wages and withholding taxes for the Charter Vessel captain and all crew. Except as noted below, Owner shall pay for all other Charter Vessel provisions necessary to operate the Charter vessel and perform its duties under this Time Charter, including without limitation all necessary lube oils, hydraulic oils and greases required, together with everything else needed to operate the Charter Vessel.
- K. Owner is responsible under this Time Charter for all licenses and permits required for the Charter Vessel to operate.

### **3) Termination for Cause**

- A) Time is of the essence during the Charter Period. In the event the Charter Vessel is detained or is rendered inoperable for any reason for a period of twelve (12) hours

or more, the Corporation may, at its option, terminate this Time Charter without further obligation to the Owner. If, however, the Corporation elects to continue the Time Charter, it shall have the right to hire a substitute vessel, and skipper and crew if necessary, to continue the support operations. Owner shall be responsible for any costs incurred by the Corporation in excess of the sum the Corporation would have paid to complete the work under the original Time Charter.

- B) The Corporation may also terminate this Time Charter for cause without obligation to the Owner, even in the absence of breakdown by the Charter Vessel under paragraph 3(A), in the event of:
  - (1) A material breach of this Time Charter contract by Owner; or
  - (2) A decision by the Corporation after inspection of the Charter Vessel or equipment that there exists a significant risk of breakdowns; or
  - (3) The failure to maintain an experience skipper or approved crew on the Charter Vessel as specified in this Time Charter.
- C) In the event of a termination for cause under this paragraph 3, the Corporation shall be entitled to recover its actual damages, if any, from the Owner.

#### **4) Termination without Cause**

- A) The Corporation may terminate this Time Charter without cause and for its own convenience without liability to Owner by mailing written notice of its intent to cancel the Agreement at least thirty (30) days before commencement of the Charter Period.
- B) The Corporation may terminate this Time Charter without cause and for its own convenience with less than thirty (30) days' notice, but before the Charter Period begins, by mailing written notice of its intent to cancel the Time Charter. Under such circumstances, the Corporation shall pay Owner liquidated damages of \$2,000.00, which shall satisfy any and all claims, monetary or equitable, which Owner may have for the Corporation's termination of the Time Charter.
- C) The Corporation may terminate this Time Charter without cause and for its own convenience during the Charter Period by mailing written notice of its intent to cancel the Time Charter. Under such circumstances, the Corporation shall pay Owner liquidated damages of \$5,000.00. In addition, for any period of time the Charter Vessel may have actually been in service on the daily Charter Rate, the Corporation will pay the Owner at the daily Charter Rate for work performed, including any applicable reimbursements, such as fuel costs as addressed above. Any such payment plus the liquidated damages shall be in satisfaction of any and all claims Owner may have against the Corporation for termination of the Time Charter.



5) **Insurance and Indemnification**

- A. Owner(s) shall obtain hull insurance with a policy limit of not less than the full value of the vessel and crew liability insurance (P&I) with a policy limit of not less than \$1,000,000, at his or her own expense. The Corporation shall be an additional named insured on all such insurance policies, which shall also include a waiver of subrogation rights against the Corporation. Evidence of such insurance, satisfactory to the Corporation, must be presented prior at least five days prior to commencement of the Charter Period.
- B. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless the Corporation and its officers, agents and employees from and against all claims, losses, damages and expenses arising out of or resulting from the performance of this Agreement, regardless of whether or not such claim, loss, damage, or expense is caused in part by a party indemnified hereunder, or arises by or is imposed by law without regard to the negligence of any such party.
- C. The Corporation will not be responsible for any loss or damage to the Charter Vessel and Owner(s) accept all risk that the minimum amount of insurance required by this paragraph or the insurance actually obtained by Owner(s) is insufficient. Any damage to the Corporation's dock, pens, or other property, as well as the property of third parties, will be the sole responsibility of Owner(s).
- D. Owner agrees that this Agreement is a time charter only, and that the Corporation has no legal responsibility for the navigation, operation or liabilities of the Charter Vessel. The Owner will not have any right of recovery or subrogation against the Corporation on account of any loss or damage to the Charter Vessel, her machinery, appurtenances, or equipment, or on account of payments made to discharge claims against or liabilities to third parties of the vessel or the Owner. All losses, damages, or other liabilities which are not covered by insurance shall be paid for by the Owner.
- E. The Owner is an independent contractor and under no circumstances shall be deemed to be an agent or employee of the Corporation.

6) **Miscellaneous**

- A. The Corporation will furnish the Owner an IRS Form 1099 to report income.
- B. In the event that the Owner wishes to utilize existing Corporation charter flights, in support of Owner's operations under this Time Charter, it may do so on a space-available basis, at the rate being charged commercially for this service. It shall not be the responsibility of the Corporation to provide or pay for the service for the Owner.

- C. The Owner shall make available for inspection by the Corporation all equipment to be used as part of its performance under this Agreement prior to commencing service under this Agreement.
- D. Neither party will, without written consent of the other, sell, transfer or assign this Agreement or any interest in it, or make any arrangements for its obligations under this Agreement to be performed by any third party.
- E. The headings throughout this Agreement are for reference purposes only and will not be construed or considered in interpreting the terms and provisions of this Agreement.
- F. No failure or delay by any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any partial exercise of a right preclude any further exercise of that or any other right.
- G. In the event any clause of this Agreement shall be deemed as void as against public policy or determined to be otherwise unenforceable, all other parts of the Agreement not so affected shall remain effective and binding, unless the deletion shall cause this Agreement to fail its essential purpose.
- H. This Agreement shall be governed by and construed in accordance with Alaska law.
- I. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and may not be changed except by written amendment. Owner acknowledges and agrees that he understands this Agreement, that he has discussed it with the Corporation and has had an opportunity to have it reviewed by a lawyer.
- J. Nothing contained in this Agreement shall be deemed to prohibit or deny Owner or the Corporation the benefit of all limitations of, and exemptions for, liability to third parties available to owners, charters and operators of vessels.
- K. The Corporation shall not be held responsible for and shall be excused from performance arising from acts of God or nature, military operations, war, fire, flood, major oil spills, strikes, lockouts or other labor difficulties, actions of government, or from any other causes beyond the reasonable control of the Corporation.
- L. All notices under this Agreement shall be in writing and shall be delivered in person or sent by Certified Mail, Return Receipt Requested, at the addresses set forth below:

OWNER:

SS# or Fed.ID#:

CORPORATION:

Prince William Sound Aquaculture Corporation  
P.O. Box 1110  
Cordova, Alaska 99574-1110

DATED: \_\_\_\_\_

\_\_\_\_\_  
, Owner

PRINCE WILLIAM SOUND  
AQUACULTURE CORPORATION

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Campbell, General Manager