



KKMI POLICIES INDEPENDENT CONTRACTOR AGREEMENT

This agreement (“**Agreement**”) is made by and between Keefe Kaplan Maritime, Inc., KKMI Sausalito, LLC [collectively “**KKMI**”] and:

(NAME) _____ Independent Contractor

(ADDRESS) _____

(PHONE and FAX) _____

EMAIL _____

In consideration for KKMI agreeing that Independent Contractor, its employees, agents, suppliers and subcontractors [collectively “**Contractor**”] may come onto KKMI’s premises for business or any other purposes, Contractor agrees to the following terms and conditions:

1. **Certificate of Insurance [“COI”].** *Prior to entry onto KKMI’s facilities* Contractor must provide to KKMI Certificates of Insurance for the following coverage with the listed minimum coverage limits:

Per Occurrence Limit

- Comprehensive General Liability or Ship Repairer’s Legal Liability \$1,000,000
- Automobile Liability, including non-owned and hired \$1,000,000
- Protection and Indemnity \$1,000,000
- Workers’ Compensation, including Longshore & Harbor Workers Act [if required] in compliance with State Statute Limits

Each COI on file must name KKMI as an additional insured and provide that KKMI will receive 30 days written notice of cancellation. Only current and active certificates are applicable. All policies must include a provision waiving any rights of subrogation against KKMI.

2. **Waiver and Indemnity.** Contractor agrees that vessels, ship yards and areas in and around shipyards and marine repair facilities can be hazardous. This includes a substantial risk of every type of damage including damage to a vessel, personal injury and death, including death by drowning or otherwise. These damages may be caused by slips, falls, tools, toxic or noxious fumes, fires, explosions, the condition of equipment on vessels or the condition of equipment in the marine yard, including but not limited to docks, lifts, hoists, forklifts, scaffolding, staging, and dry docks. Contractor agrees, in consideration for being allowed to work on KKMI’s premises, to waive and release KKMI from any and all liability for any claims, including subrogation, for any type of damage, injury or death suffered by Contractor, even if the damages, injury or death occurs solely or partially as a result of the negligence of KKMI, its agents, employees or contractors. Contractor also agrees to indemnify KKMI against any and all claims of damages of any type caused either solely or in part by Contractor, its employees, agents, suppliers or subcontractors, including but not limited to Contractor paying KKMI’s legal costs of defense including attorneys fees, court costs and expert expense.

3. **Limitation on Damages.** The parties agree that KKMI’s liability arising out of or relating to: (a) any loss or damage to any persons or property including vessels; (b) any subrogation claims; or (c) this Agreement, shall be limited to the insured value of the vessel(s) upon which the contractor was hired to perform work, even if KKMI, its agents and/or employees are found to be partially or solely negligent.

4. **Warranties by Contractor:** Contractor warrants that it has an Injury Illness Prevention Plan [IIPP] and that its employees and subcontractors have been trained in such a program in compliance with all applicable laws.



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5. **No Warranties by KKMI.** Contractor agrees that KKMI is providing no warranties, express or implied, including but not limited to the implied warranties of merchantability and/or fitness for a particular purpose. Contractor agrees that KKMI has not made any warranties regarding anything, including the condition of KKMI's premises, its equipment, tools, or any products sold or used. Any warranties which come with products sold or otherwise used at KKMI's premises are made by the product manufacturers, and not by KKMI.

6. **Notices.** Any notice to either party to this Agreement will only be legally effective if sent by certified mail, with return receipt requested, or delivered by hand, with a handwritten, dated acknowledgment of acceptance by a KKMI owner or manager. Notices may **not** be delivered by Email, with the exception of email requests by the Contractor to work off hours as specified in **KKMI's Contractor & Customer Rules.**

7. **Applicable Law:** All disputes arising out of this Agreement will be governed by Maritime Law.

8. **Dispute Resolution.** Any and all disputes arising out of or relating to this Agreement will be decided by binding arbitration pursuant to the rules and procedures of the American Arbitration Association ("AAA") in Marin County, California. The parties expressly waive their right to file any type of lawsuit or claim in any type of court, and waive their right to a trial by a jury and the right of appeal. The parties agree that any arbitration decision will be final, enforceable and that any court having jurisdiction may enter a judgment upon any arbitration award.

9. **Incorporation & Integration.** This Agreement expressly incorporates by reference; (1) **KKMI's Contractor & Customer Rules**, a copy of which Contractor acknowledges receiving at the time of his signature below; (2) the **Terms of Service Agreement** located on the reverse side of the **Customer's Service Agreement / Work Order** pertaining to the vessel on which Contractor will be working; and (3) **KKMI's Best Management Practices.**

INITIAL HERE _____

10. **Assignment.** This Agreement may not be assigned by either party, nor may either delegate their duties under this Agreement, without the prior written consent of the other party.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any and all prior negotiations, discussions or agreements of any kind or nature whatsoever, written or oral.

Contractor agrees that by signing below he or she: (1) will be fully bound by all the above terms; (2) has not been rushed or pressured into signing this Agreement; (3) understands all of the above terms; and will not be excused from being bound by the above terms if he or she later claims that he or she did not read or understand any of the terms.

INDEPENDENT CONTRACTOR:

KKMI:

By (Name) _____

By (Name) _____

Title _____

Title _____

Contractor's Liability Insurer _____

Workers' Compensation

Insurer _____

Policy Numbers _____

Expiration Dates _____

Certificate Naming KKMI As Additional Insured Must Be Attached.