

CREW MEMBER EMPLOYMENT AGREEMENT

READ THIS VERY CAREFULLY. This contract details your rights and duties while working as a member of the crew of the F/V _____ (hereinafter referred to as “Vessel”). This Agreement shall not be amended, except by a written amendment signed by both parties.

1. **PARTIES.** The parties to this Agreement are the owner/operator of the vessel (hereinafter referred to as “Owner”) and _____ (hereinafter referred to as “Crewmember”).
2. **LENGTH OF EMPLOYMENT.** Crewmember is employed for the voyage beginning on or about _____ (and for that time only), which will begin when Crewmember commences duties to ready the vessel for the _____ fishery and ends when the vessel completes the fishery and the Crewmember has completed all assigned maintenance and provisioning duties to lay-up the vessel. Employment for any future voyages and the terms of employment will be subject to negotiation between the Owner and Crewmember. The Owner will not have any obligation to offer the Crewmember future employment.
3. **VESSEL INSPECTION.** Crewmember has inspected the Vessel and its equipment and to the best of his or her knowledge finds everything safe and seaworthy.
4. **TRANSPORTATION.** Crewmember is responsible for transportation to and from the vessel. Point of Hire shall be _____. If for any reason Crewmember chooses to leave the vessel or is terminated for failing to abide by the conditions of employment, Crewmember accepts responsibility for any transportation expenses.
5. **DUTIES.** Crewmember is hired to perform all operation and navigation of vessel as well as normal and customary duties consistent with practices for the prescribed fishery. Crewmember agrees that all work performed in readying the vessel and its gear for the prescribed fishery and later in taking the vessel out of service, shall be paid for by the Crewmember’s compensation described in paragraph 6 below.
6. **COMPENSATION.** Crew member shall be compensated as follows:
 - (a) _____ of the adjusted gross earnings of the vessel for the time Crewmember is on the vessel. The computation of adjusted gross earnings is based upon the gross cash earnings actually received by the Owner for fish sold less deductions described in sections (a) and (b) of this paragraph. If the Owner is not paid for fish caught and sold, no compensation will be due Crewmember for production of the vessel for which payment is not received.
 - (b) Adjusted gross earnings of the vessel for purposes of this agreement shall be defined as the gross earnings actually received by the Owner less applicable state fish and employment taxes, costs of foods and supplies, in-season moorage, bait, fuel costs and other expenses customarily deducted from vessel earnings.

- c) Unless otherwise agreed by the Owner, the Crewmember shall not be entitled to any portion of any boat and gear allowance, refrigeration (RSW) allowance or tendering/delivery fees that the Owner may receive from purchasers of fish caught by the vessel.
7. **CONDITIONS.** Crewmember is subject to immediate termination, with only such regular compensation as has been earned to that date, for any of the following:
- (a) insubordination;
 - (b) use or possession of any drugs (excluding prescription drugs and medications prescribed by a licensed physician for the Crewmember) or any drug paraphernalia while on board the vessel;
 - (c) consumption of alcoholic beverages while on watch or engaged in other duties aboard the vessel
 - (d) failure to submit to drug or alcohol testing;
 - (e) failure to meet all vessel departure schedules;
 - (f) being absent without leave in port or
 - (g) inefficient or dangerous performance of duties.
8. **CERTIFICATION OF HEALTH.** Crewmember certifies that he or she is in good health and has no physical disabilities which may affect his or her ability to perform required duties during the term of this Agreement. Crewmember certifies in particular that he or she has no pre-existing back or neck condition and that Crewmember has not or is not now receiving medical treatment except as noted on the attached medical history report.
9. **EARLY TERMINATION.** This agreement is terminable at will by either the Owner or Crewmember, with or without cause at any time.
- (a) If the Crewmember voluntarily quits before completion of the fishery, Crewmember shall be paid one-half of contracted compensation earned through the date of termination. Crewmember shall be put off the vessel with his or her possessions and belongings to the port having air service to the place where the Crewmember was hired.
 - (b) If the Crewmember is terminated by the Owner prior to completion of the fishery, Crewmember shall be paid contracted compensation earned through the date of termination. In addition, the Owner shall provide Crewmember with transportation to the point of hire.
10. **END OF VOYAGE STATEMENT.** Upon termination or completion of this agreement, the Crewmember will complete the "End of Voyage Statement", which is part of this agreement.
11. **INTEGRATION.** This contract constitutes the entire agreement between the parties and all prior agreements or negotiations, either written or oral, between the parties is merged herein.

12. **FEDERAL LAW APPLIES.** This crew contract shall be governed exclusively by the general maritime laws of the United States and applicable United States statutes. The obligations, rights and remedies with respect to the employment relationship established by this crew contract shall not be enlarged, supplemented, or modified by the laws of any state or local jurisdiction.

Date: _____

Date: _____

CREWMEMBER SIGNATURE

OWNER SIGNATURE

PERSONAL INFORMATION OF CREWMEMBER

Name: _____ Social Security #: _____

Home Telephone: _____ Cell phone: _____

Permanent Address: _____

Notify Person in Case of Emergency: _____ Telephone: _____

END OF VOYAGE STATEMENT

The following section is to be completed by the Crewmember. Please check all applicable boxes.

- Agreement completed.
- Agreement not completed due to injury/illness. Date of injury: _____

What is the current status of the injury/illness? _____

- Terminated. Termination date: _____.

Reason for Termination: _____

Date: _____

CREWMEMBER SIGNATURE

EMPLOYMENT/MEDICAL HISTORY REPORT

EMPLOYMENT HISTORY

<u>Name of last three (3) employers</u>	<u>Type of work</u>	<u>Period of employment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

MEDICAL HISTORY

I hereby affirm that the following is complete and accurate list of all past or present injuries, illnesses, conditions, or disabilities:

<u>Describe injury/condition</u>	<u>Date of onset</u>	<u>Name of physician</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I represent and warrant that I am fit for duty and that I have no known physical injuries, illnesses, conditions or disabilities at the present time except as noted above. I further authorize the owner/operator or his or her representative to inspect any medical records relating to any past or current injury that I have sustained.

DATED this _____ day of _____, _____.

CREWMEMBER