

SHIP TO SHORE, LLC

(1) ENGAGEMENT:

The Client agrees to engage Ship to Shore, LLC (“Provider”) to provide resumes for potential crew (“Crew”) and to pay Provider for such services at the agreed-upon rate. Such fee shall only be charged and earned at the time the Crew is engaged by the Client, so long as such engagement is within one (1) year of the date that Provider delivered the Crew’s resume to Client. Client shall not refer the Crew’s name or resume to any other party for potential engagement without similarly paying a fee to Provider in the event the Crew is engaged by any other party.

(2) FEES:

Temporary Placement Fee (1-30 days) 18% override of total wages paid or a \$20.00 minimum

Seasonal Placement Fee (30-90 days) 18% override of total wages paid.

Temp – to – Permanent Placement Fee 18% per month until permanent fee is earned (no Warranty period)

Permanent Placement Fee (90+ days) 60% of one months salary.

(3) ACCEPTANCE:

The terms and conditions herein shall be deemed accepted by Client upon acceptance of the resumes of any potential Crew. In the event Client previously knew of any Crew referred, Client shall notify Provider of same within twenty-four (24) hours of accepting said resume.

(4) TERMS:

Notification of Employment – Client shall notify Provider upon engagement of any crew within two (2) weeks of hire, indicating the identity of the Crew, amount of salary and term of employment. Any seasonal or temporary Crew who returns to employment within one (1) year of the initial referral shall be considered permanent Crew and incur the appropriate fee. Client shall pay a penalty of twenty-five percent (25%) of the normal fees in the event Client fails to notify Provider of employment of Crew as required.

Notification of Termination – Client shall inform Provider within one (1) week of the termination of any Crew for cause in order to be eligible for referral of a replacement Crew as hereinafter provided.

Payment Terms – Payment terms are net thirty (30) days. Any overdue amounts shall bear interest at an annual rate of eighteen percent (18%).

(5) REPLACEMENT CREW:

Provider will provide additional resumes to Client at no charge in the event that any permanent Crew is discharged for cause, or the Crew voluntarily quits employment without just cause, within ninety (90) days of start of employment. In the event such replacement Crew is terminated for cause or voluntarily quits without just cause, the period is limited to thirty (30) days. The additional resumes will only be provided if Client is in full compliance with these terms and conditions.

(6) GENERAL CONDITIONS:

The Provider is not responsible for any actions of the Crews referred, and it is the responsibility of the Client to perform any due diligence or reference checks it may deem necessary. Provider has not independently verified any information contained in the Crews' resumes and has not performed any pre-employment physical examinations or background checks. Client and Crew remain fully responsible for compliance with all employment and income tax laws, and immigration laws. Provider has not verified the immigration status of any Crew and Client remains fully responsible for verifying same.

AGREEMENT BINDER

Receipt of referred crew member data / information by the Owner, (this term shall include the Owner's Agent) constitutes acceptance of the terms and provisions stated above , with or without signatures hereunder.

Date _____ Date _____

Signature _____ Signature _____
Owner's Names _____ Ship to Shore LLC _____

Name of Person _____
Signing for Owner _____ Name of Vessel _____