



Contractor Agreement

Introduction: The purpose of Indiantown Marine Center (IMC) is to provide a capable, efficient, and user-friendly location for servicing and storing vessels while still maintaining cleanliness, environmental quality, and safety.

About IMC: IMC provides dockage, workspace, storage space, and other services which are billed to the Customer according to the schedule of rates described in the Estimates and Service Tickets provided and governed by the terms and conditions of the ***Dockage and Service Agreement*** and the ***Yard Rules for Customers and Contractors***. Customers that require marine service work must contract directly with Contractors to engage the required services and management needed for their vessel.

All Contractors must be pre-approved prior to entering the facility to commence work, which in addition to the completion of this Agreement, the following information must be submitted, approved, and kept updated in order for Contractors to be authorized to perform work at IMC.

Yard Rules for Customers and Contractors: A copy of the Yard Rules for Customers and Contractors is required to be signed prior to being authorized to enter the facility and must be kept up to date. The Contractor, customer, owner, manager, captain, crew, agent, broker, or any other third party that engages with (or as a contractor or subcontractor) for work to be completed within the premises of IMC agrees to be bound by the Contractor Insurance Requirements and the Yard Rules related to the use of Contractors and subcontractors and acknowledges and agrees that Indiantown Marine Center is a private property and as such IMC may reject, remove, or ban any Contractor from IMC for failing to register, comply with IMC's insurance requirements, or for conducting themselves in a manner that is detrimental to the orderly operations of IMC. No work may be done to any Vessel in the Yard by an Owner or Owner's contractors or subcontractors without compliance with this Contractor Agreement, the Yard Rules, and the approval of IMC.

Standard Operating Agreement for Approved Contractors: In addition to the Yard Rules for Customers and Contractors, the following standard operating agreement must be accepted by the Contractor:

- **Trade Specificity:** Contractors must maintain operations within the description of the particular trade when authorized to work within the facility, and for which they are fully covered by their insurance policy provided, including acknowledgement and adherence to the IMC Restricted Work Policy.
- **Code of Conduct:** The Contractor, employees, agents, or any related staff shall maintain a professional code of conduct, transparent business operations, and financial accountability as relates to their relationship with the Company (IMC), their Customers, and their Employees. The Contractor is also responsible for the actions of any employee or subcontractors that they have employed.
- **Acknowledgement of Financial Responsibility:** Contractors acting on behalf of a Vessel when requesting services from IMC acknowledge that if the Customer refuses payment of such service, that the Contractor agrees to be billed for that service and responsible for payment.
- **Responsibility for damage, losses, or expenses:** The Contractor shall be responsible to the Company and all other individuals and vessels within the IMC facility for damage, losses, or expenses that are caused in whole or in part by the Contractor, their employees, managers, agents, subcontractors, or any other party directed by the Contractor. Per the Dockage



Contract, the Owner and the Vessel shall be responsible to the Company and all other individuals and vessels within the IMC facility for damage caused by the Vessel or other property owned by the Owner, Owner's agent, employees, Contractors and/or Subcontractors.

- **Contractor as Owner Acknowledgement:** If a Contractor signing as the Owner on the Dockage and Service Agreement is not the registered Owner, such person: (a) warrants and represents his/her authority to obligate the Owner and Vessel to this Agreement; (b) agrees to be bound personally, jointly and severally with the Owner and Vessel to this Agreement; and (c) certifies that he/she has lawful custody and control of the Vessel as the authorized agent for the Owner. It is recommended that Contractors maintaining Custody and Control of a Vessel that they do not own provide IMC with a Dockage and Service Agreement that has been signed by the beneficial owner.

Restricted Work Policy: IMC restricts certain work to Contractors that are pre-approved specifically to perform that service within the facility. No unauthorized contractor may perform restricted work at any time. Application to perform restricted work is subject to prior approval of the Contractor Agreement, provision of business references for the trade being applied for, confirmation of sufficient insurance coverage, and provision of trade specific certificates or licenses that may be required. IMC reserves the right to restrict certain work at any time.

Restricted work includes:

- 1) Bottom Paint
- 2) Fueling
- 3) Shrink-wrapping, Scaffolding, and Tenting
- 4) Crane Operations
- 5) Cooling Towers and AC Systems

Company Information, Qualifications, Certifications, Licenses: Contractors must submit the requested company information with their application to confirm that the Company is registered, qualified, and licensed for the trade being applied for approval to do business within the facility, including any certificates required by any Government Authority that may be required for that particular business. All Company employees that will drive a vehicle into the facility must provide a copy of their driver's license. Additional information, certificates, licenses, or referrals may be required if the received information is deemed insufficient for the specific trade or associated risk level. Contractors must maintain an update to date Employee List (W2 and 1099) and Vehicle List (with license plate number), including a list of Supervisors that can be contacted to resolve any issue between the Contracting Company and IMC.

Access Control Policy for Contractors, Parking, Vehicles, Equipment: IMC requires that Customers provide a list the Contractors that are authorized to work on their Vessel, and all Contractors are requested to sign in at the main office to indicate the Vessel that they are working on prior to entering the facility. Identification may be required in order to confirm that persons requesting access are listed on the Contractors Employee List.

IMC Access Control Policy for Contractors:

- **Business Hours:** The Company Business Hours are 7am to 5pm, Monday to Friday.
- **Front Gate Hours:** The Gate Hours are 7am to 6pm daily.



- **Work Yard Hours:** The Work Yard Hours for approved contractors are 7am to 6pm daily. Extended hours may be provided upon request and approval.
- **Code Access:** Contractors that require daily access to the Work Yard, or access for a set period of time, may be given a code to use on the keypad.
- **Card Access:** Contractors with Card Access may enter the yard using the key card. Contractors may apply for an access card with a fee which allows extended access.
- **Restricted Personnel Access:** Contractors and their employees are strictly forbidden from allowing access to the yard to anyone that is not an approved employee of that Company.
- **Restricted Vehicle Access:** Only vehicles covered under the Contractors Commercial Auto Policy will be allowed to enter the Work Area. Parking at the Office Area is limited, and may not be available for un-insured Contractor vehicles.
- **Parking:** Per the Yard Rules for Customers and Contractors, access for vehicles, trailers, equipment, or other property is limited, and parking of the above items must not interfere with yard operations or the space of other customers.
- **Overnight Parking:** Contractors must obtain written permission from IMC to leave vehicles, trailers, equipment, or other property overnight and may be subject to additional storage fees.
- **Equipment or Vehicle Storage:** Long term storage for vehicles, trailers, equipment or other property is available at the current storage rates and requires a Dockage and Service Contract be completed and an estimate approved.

Contractor Insurance Requirements:

General Requirements: Indiantown Marine Center is committed to the safety of personnel and property on its premises, and as such, all contractors must be registered and pre-approved prior to entering and commencing work at Indiantown Marine Center. Contractors seeking approval to work in the facility must provide evidence of insurance that meets the minimum requirements of IMC set outlined below and agree to the contractor insurance requirements per the category of work determined.

- The contractor, customer, owner, manager, captain, crew, agent, broker, or any other third party that engages with a contractor or subcontractor for work to be completed within the premises of IMC agrees to be bound by the Contractor Insurance Requirements and the Yard Rules related to the use of Contractors and subcontractors and acknowledges and agrees that Indiantown Marine Center is a private property and as such IMC may reject, remove, or ban any Contractor from IMC for failing to register, failure to comply with IMC's insurance requirements, or for conducting themselves in a manner that is detrimental to the orderly operation of IMC. No work may be done to any Vessel in the Yard by Owner, Owner's contractors or subcontractors without the approval of IMC.
- All contractors shall provide IMC with a standard ACORD 125 form with proof of general liability, umbrella (excess) liability, auto coverage, and worker's compensation insurance according to the coverages required for their level of risk.
- Policies must contain a provision which prohibits cancellation, non-renewal, or modification of the policy except upon 30 days prior written notice to IMC.
- **All outside contractor policies must list Indiantown Marine Services, LLC, Indiantown Marine QOF, LLC, Indiantown Marine Center LLC, Indiantown Marine Holdings LLC, and Joseph W. Walsh with an address of 21043 SW Citrus Blvd. Indiantown, Florida 34956 as**



additional insured. Prior to entering the yard, Contractor shall procure, from each of its insurers, in respect of risks a written and enforceable specific endorsement of Contractor's policies (excluding worker's compensation, which is noted below) to provide a blanket and unrestricted waiver of the underwriter's or insurers' rights of subrogation against IMC and their successors and assigns as additional insured. Contractor agrees that its policies shall be primary in all cases, except cases in which liabilities result directly from the acts or omissions of IMC's representatives or IMC's separate contractors. Any insurance that may be carried by IMC shall be excess over and above the amount recoverable under the policies of Contractor, except cases in which liabilities result directly from the acts or omissions of IMC's representatives or IMC's separate contractors. The policies of insurance procured by Contractor shall acknowledge that said policies are primary, and that no pro-rata contributions are required by IMC's insurers, except cases in which liabilities result directly from the acts or omissions of IMC's representatives or IMC's separate contractors. Contractor further agrees that its worker's compensation insurance policies shall be endorsed to designate IMC and their successors and assigns, as an alternate and statutory employer and shall be endorsed to provide a blanket and unrestricted waiver of its underwriters' or insurers' rights of subrogation.

- **Certificates of Insurance. Before commencing Work, Contractor shall furnish IMC with Certificates of Insurance indicating (1) kinds and amounts of Insurance as required, (2) the names of the insurance company or companies providing the aforesaid coverages, (3) the effective and expiration dates of policies, (4) that IMC will be given thirty (30) days written advance notice of any cancellation or material change in any policy, or in the event of non-payment of premiums, ten (10) days written advance notice, (5) waiver of subrogation endorsement has been attached to all policies, (6) that all of IMC have been named as additional insureds by endorsements attached to all policies, All deductibles will be for the account of Contractor..**
- In accordance with 33 CFRS902, USL&H/Jones Act Coverage is required on all commercial vessels, and all related contractors working on site and will provide Workers Compensation coverage with Statutory Benefits and inclusive of USL&H Coverage.
- IMC shall be held harmless and defended by Contractor arising out of any accidents, injuries, or damage to property (including, but not limited to, the Owner's Vessel, other vessels, or the IMC property) caused by Owner's contractors and/or subcontractors.
- All Contractor's are requested to have Worker's Compensation and Employer's Liability Coverage. IMC will accept the State of Florida Exemption from Worker's Compensation for the owner of the company or sole proprietor only and does not accept the State Exemption for any employees of the Contracting Company. Workers Compensation exemption must be certified by the state and to be reviewed and approved by IMC management.
- Contractors paying employees through 1099 as a subcontractor must attest in writing that they are providing the required insurance coverage for that named person, and also confirm that the employee is working for the Contractor's Company only, singularly, and not for any other Company as an Independent Contractor.
- Independent Contractor's must provide proof of their own coverage as per the requirements of this Contractor Agreement.



Contractor Insurance Requirements by Risk Category: Contractors must request that their Insurance Broker provide a Certificate of Insurance directly to IMC, as per the above general requirements, and must show the required coverages are in place according to the appropriate risk level as described below. Note that IMC may require additional coverages outside of the Levels of Coverage described below on a case-by-case basis.

Level 1: Marine Commercial Contractors:

This is the highest risk category, and includes the following marine trades categories:

Marine HVAC/refrigeration (SRLL)	Scaffolding (SRLL)
Welding and fabrication (SRLL)	Electrical and Electronics (SRLL)
Environmental, Fuel Handling, Tank Cleaning, and any Confined space entry (SRLL)	
Mechanical, Propulsion (SRLL)	Mechanical, Engine (SRLL)
Mechanical, Engineering, Systems, and Controls (SRLL)	Stabilizers (SRLL)
Plumbing and Pipefitting (SRLL)	Fire and Safety (SRLL)
Hydraulics (SRLL)	Marine Exhaust (SRLL)
Commercial Diving	

Where the Contractor is in custody, control, or care of a vessel:

Yacht Brokers (MOLL)	Management Company Representatives (MOLL)
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General Liability

- Minimum of **\$1,000,000** per occurrence and **\$2,000,000** aggregate in the policy period.
- This coverage should include **Ship Repairers Legal Liability (SRLL)** endorsement and/or Marina Operators Legal Liability (MOLL) endorsement depending on the scope of work.
- Primary and Non-Contributory endorsements.
- If contractor operates/manages a vessel: **Protection and Indemnity (P&I)** with a minimum limit of **\$1,000,000** must be included.
- Vessel Pollution of **\$1,000,000**

Auto Coverage including Non-Owned and Hired Automobiles

- Limits of not less than **\$1,000,000** each accident.
- Commercial or Business Automobile liability insurance on a primary and non-contributory basis, including and without limitation, liability arising out of "any auto" or all owned, non-owned, leased, and hired automobiles, trucks, and trailer, or semi-trailers, including any machinery or apparatus attached thereto.

Excess Liability

- Minimum of **\$2,000,000** per occurrence and **\$2,000,000** aggregate.
- A combined minimum of **\$4,000,000** liability coverage is required.

Workers Compensation

- Limits not less than **\$1,000,000** per occurrence
- Must be on a primary and non-contributory basis (a) with statutory limits complying with the laws of the state of Florida (b) including "part b" employers liability coverage.

Note: All contractors, and sub-contractors who are required to have **U.S. longshoreman and harbor workers coverage** must have proper coverage. In accordance with 33 CFR902, **USL&H/Jones Act Coverage** is required on all commercial vessels, and all contractors working on site will provide Worker's Compensation coverage with Statutory Benefits and inclusive of USL&H Coverage.



Level 2: Non-Marine Commercial Contractors: This is a secondary risk category, and includes the following trades:

Finish/Topside Paint, Wrapping, Ceramic Coating	Blasting
Carpentry	Fiberglass
Bottom Paint	Canvas and upholstery
Interior decoration, furniture, and design	Shrink Wrapping
Glass/Windows	Marble, Granite, Flooring, Refinishing

General Liability

- Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Primary and Non-Contributory endorsements

Auto Coverage

- Limits of not less than \$1,000,000 each accident
- Commercial or Business Automobile liability insurance on a primary and non-contributory basis, including and without limitation, liability arising out of “any auto” or all owned, non-owned, leased, and hired automobiles, trucks, and trailer, or semi-trailers, including any machinery or apparatus attached thereto.

Excess Liability

- Minimum of **\$2,000,000** per occurrence and **\$2,000,000** aggregate.
- A combined minimum of **\$4,000,000** liability coverage is required.

Workers Compensation

- **Limits not less than \$1,000,000**
- Must be on a primary and non-contributory basis (a) with statutory limits complying with the laws of the state of Florida (b) including “part b” employers liability coverage.

Level 3: Contractors – Other: This level is for low-risk persons who need to attend the vessel but aren’t doing any work listed above, and includes the following entities:

Boat Detailing	Interior Cleaning
Estimator	Surveyor
Yacht Broker (except if that person is acting as the custodian or operator of a vessel)	
Photographer	Ship’s Agent
Salesman	Delivery Service
Chauffer/Driver	Florist

General Liability

- Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Auto Coverage

- If operating a vehicle on premises
 - Minimum of \$1,000,000 each accident

Worker Compensation

- **Limits between \$500,000 and \$1,000,000**
- Must be on a primary and non-contributory basis (a) with statutory limits complying with the laws of the state of Florida (b) including “part b” employers liability coverage.



IMC Contractor Agreement Application:

Date of Application	
Company Name	
List of DBA's	
Date of Incorporation	
Mailing Address	
City	
State	
Zip Code	
Telephone Number	
Email Address	
Website	
Owner/Agent/POC	
Title	
Telephone Number	
Email Address	
Type of Business	
List of Services Provided	
Insurance Agency	
Contact Name	
Telephone Number	
Email Address	
COI Date	

X_____ I have read and agree to the Yard Rules for Customers and Contractors, the Standard Operating Agreement for Approved Contractors, and the Restricted Work Policy.

X_____ I agree to the Access Control Policy.

X_____ I agree to maintain my insurance coverage as required by this Agreement, and will provide written notice of cancellation, expiration, or changes in coverage with 30 days' notice.

X_____ I agree to maintain my employee list with Driver's Licenses for any employee driving in the facility, vehicle list with license plate numbers, and equipment list (with plate numbers if needed), and will attest in writing that my Company is providing the required insurance coverage for that named persons whom I have hired as 1099's, and that they are working only and singularly for my Company and not as an Independent Contractor.



X_____ I agree that should I be found in breach of any of the IMC Contractor Agreement Requirements that my status as an Approved Contractor may be suspended or revoked and that I may be ejected from the facility or banned from future entry.

X_____ **Hold Harmless Agreement:** Contractor agrees to release, hold harmless, defend and indemnify IMC, its officers, directors, agents, employees from and against any and all accidents, injuries, claims, liability, losses, costs, damages, fees for attorneys and other expenses caused in whole or in part by the negligence fault or defect of the Contractor or their employees.

I have read this Contractor Agreement, and I read and speak the English Language, and I understand the contents of this Agreement. As an authorized representative, I agree to be bound by the Contractor Agreement on behalf of myself, my employees, and my Company.

Print Name: _____

Company Name: _____

Date: _____

Signature: _____

IMC Checklist:

- ___ Yard Rules signed
- ___ Restricted Work Policy YES ___ NO___ Work Category Approved: _____
- ___ Company Registration Document
- ___ Employee List with copies of Driver's Licenses
- ___ Vehicle List with License Plate Numbers
- ___ Company Supervisors Contact Information
- ___ List of employees hired on 1099 with attestation letter
- ___ Referral letter
- ___ Certificates, Licenses, Accreditations per Trade Requirements
- ___ Certificate of Insurance Level of Coverage: 1 2 3 Category: _____

Approved by: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: 1	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A :	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 749106260

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Pollution S and A \$ 50,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$ 10,000	Y	Y				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	Y N / A				☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Marine Artisan Policy	Y	Y				Ship Repairers LL 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by written contract, Indiantown Marine Center, LLC, Indiantown Marine Services, LLC, Indiantown Marine QOF, LLC, Joseph W. Walsh, and Indiantown Marine Holdings, LLC are additional insured for General Liability and Ships Repairer Legal Liability/ Marine Operators Legal Liability as respect ongoing & completed operations on a primary & non-contributory basis. Certificate holders are also an additional insured with respect to Automobile liability and Waiver of Subrogation on Workers Compensation policy as where allowed by law.

CERTIFICATE HOLDER

CANCELLATION

Indiantown Marine Center, LLC 21043 SW
Citrus Blvd. Indiantown, Florida 34956
Indiantown Marine Services, LLC
Indiantown Marine QOF, LLC Indiantown
Marine Holdings, LLC Joseph W. Walsh

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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