

## **MARINE ASSIST LAKE CUMBERLAND**

operated by Cumberland Marine Towing and Salvage, Inc.  
(an independent service provider)

### Local area marine assistance contract benefits, terms and conditions.

Your yearly **Marine Assist** local marine assistance and towing membership covers your vessel against marine related, non-emergency services 24 hours a day, 7 days a week for one year from the date of activation. The boundaries of the coverage area are: From the lower Cumberland river below Wolf Creek Dam at coordinates N36°52.517' by W85°11.616', Eastward through Lake Cumberland proper with all it's navigable tributaries, up to just past General Burnside State Park including the Cumberland River up to N 36°59.200' by W84°31.668' and on the South Fork up to N36°56.129' by W84°36.764'. Your membership, once approved, shall begin 12:01 am the day after payment has been received and the application approved. You will be issued a **Marine Assist** membership card with your member number and coverage's listed as well as the contact information to use when service is needed. Your coverage shall be valid for a period of one calendar year from the date activated provided vessel is kept properly maintained. Pre-existing vessel issues will not be covered. There are no refunds, for any reason. Your contract covers you (the member) and your member owned vessel(s) only, which is listed on our contract. Other member owned vessels may be added for an additional fee. A marine survey *may* be requested on any vessel built prior to 1985 before coverage will be offered under this contract. Your **Marine Assist** contract will provide free jump starts, fuel deliveries and/or towing of a member listed vessel if it becomes disabled while in the coverage area, up to the limits of the plan you have chosen. The member vessel will be re-started or towed to the members home port or closet port of assistance within a 30 mile radius of where the vessel is disabled, whichever is closer and depending on the situation. The cost of repairs, fuel or other parts will be the members responsibility in full. Your **Marine Assist** membership covers 50% of the cost of dock to dock, pre-scheduled towing based on the normal towing rate. Your **Marine Assist** membership also covers the cost of vessel soft un-groundings. Soft un-groundings are defined as a vessel, lightly aground, surrounded by water, able to be re-floated in 15 minutes or less spent on scene and pulled off by one towing vessel. Any other situation will be considered the members full responsibility and may be a marine salvage situation. Marine salvage is defined as any situation in which a vessel is in danger or foreseeable danger of loss in whole or part. Some examples of marine salvage are, but not limited to; vessels which are hard aground, beached, sunk, burning, capsized, taking on water, unmanned running free or stranded in the surf line. Non-Covered services shall be due and payable at the time service is rendered. Marine salvage work will require a signed yacht salvage contract before work will begin unless the Captain on scene determines there is a serious threat to the stranded vessel or her crew or if the on scene situation makes communication unfeasible. Marine salvage situations are *usually* covered by the vessel's hull insurance policy by reimbursement to the insured, therefore, any payments received by the vessel owner for marine salvage services provided by **Marine Assist** from their insurance company, which have not already been paid for, shall be the property of **Marine Assist** and due upon receipt. **Marine Assist** reserves the right to decline to provide service due to the posting of small craft advisories at the local Coast Guard Station, other adverse weather conditions or other safety concerns. **Marine Assist** will not be held liable for *any* damages to the covered vessel or her crew arising from services provided or lack thereof, response delays due to weather, position of vessel, availability of assistance vessel, peak traffic times or any other reason deemed beyond our control. This membership has no provision for coverage of services provided by any other marine service provider other than **Marine Assist**. If you use another marine service provider you will be responsible for the entire bill in full. If a **Marine Assist** service provider is not available in the area where service is needed, there is the ability for a GOLD PLAN member in good standing to be reimbursed up to \$250.00 once per membership year for services performed by another tow company with prior approval. It is highly suggested when a member plans to travel outside the local coverage area stated above, the member should contact **Marine Assist** prior to departure to find the location of other **Marine Assist Association** network providers along their route, as their services may be covered under this policy and could greatly reduce the members out of pocket expense, should service be needed. Payment for the membership constitutes this agreement.