

Taylor Lane Yacht and Ship
Indemnity Agreement & Insurance Requirements

In consideration of Taylor Lane Yacht and Ship, permitting _____
“Indemnitor” (and its subsidiaries, affiliates, agents, partners, subcontractors at any tier, invitees or employees of any of the foregoing) entrance access to any Taylor Lane Yacht and Ship’ facility, or property owned, leased, or controlled, including any vessel, Indemnitor agrees to indemnify Taylor Lane Yacht and Ship as set forth in this agreement.

To indemnify and hold harmless Taylor Lane Yacht and Ship and their respective officers, agents and employees, free from any and all claims for damage (including environmental), loss of any property, injuries or death to any person(s) or any other loss, caused by, related to, arising from or in any way connected with said access to Taylor Lane Yacht and Ship’s premises.

- (a) If Indemnitor is a subcontractor, the foregoing Indemnity applies to all of the following: (i) provision of goods, services, material and/or equipment to Taylor Lane Yacht and Ship by Subcontractor, (ii) regardless of whether work is performed on a vessel in Taylor Lane Yacht and Ship’ care, custody and control or (iii) the performance by Subcontractor and the employees and agents thereof of any contract entered into between Subcontractor and Taylor Lane Yacht and Ship, or (iv) any act of negligence, willful misconduct or omission by Subcontractor and the officers, agents and employees thereof.

As a separate and distinct duty and obligation under this agreement, Indemnitor specifically represents that it has the required insurance coverage in accordance with the requirements included in Attachment “A and B” to cover the contract of indemnity herein and will provide proof of said insurance prior to access to any facility. Regardless of the acceptance or denial of any claim by Indemnitor’s insurer, Indemnitor agrees to defend any and all actions, suits, or proceedings brought against covered by this agreement and to pay on behalf of Taylor Lane Yacht and Ship the amount of any costs, fees, fines, remediation, and expenses in connection with such defense and any judgment, fine, clean-up order or other penalty that may be entered against _____ in any such action, suit or proceeding. This document is valid for two years after signing

IN WITNESS WHEREOF Indemnitor has executed this Agreement as of the _____ day of _____ 202 .

CHECK ONE: () Corporation () Partnership () Sole Proprietorship () Other _____

(Print company’s full legal name)

Acknowledged on behalf of TLYS

(Signature of officer/partner/owner)

(Please print name)

(Please print name)

(Please print title)

(Please print title)

Hold Harmless & Indemnity Agreement

“Attachment A”

General Overview of Insurance Requirements

- ✓ All insurers must be rated A- or better by A. M. Best or other rating agency.
- ✓ All insurance is primary to and noncontributing with any other insurance carried by TLYS
- ✓ Standard ACORD form certificates shall be submitted prior to entry and shall:
 - Obligate the insurer to endeavor to provide Taylor Lane Yacht and Ship not less than thirty (30) days prior written notice in the event of policy cancellation or any material change therein;
 - Be renewed within ten (10) days of policy expiration
 - Name Taylor Lane Yacht and Ship as an additional insured.
 - Waiver of subrogation in favor of Taylor Lane Yacht and Ship for GL - Auto -WC
 - Certificate Holder is Taylor Lane Yacht and Ship

760 Taylor Lane
Suite 2
Dania Beach Florida
33004

- ✓ Indemnitor is required to keep and maintain in effect at all times and at their sole cost and expense, the following policies of insurance. Please see “Attachment B” for different risk categories.
- ✓ **Commercial or Marine General Liability** insurance to include broad form property damage and personal injury insurance with coverage to include premises operations, products liability, completed operations hazard, contractual liability (specifically insuring the liability assumed under this Agreement) and independent contractors. If applicable, Ship Repairer’s Legal Liability insurance should be evidenced within this policy, or separately. Combined bodily injury and property damage coverage shall have minimum limits of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

NOTE: *For all subcontractor companies providing **crane, rigging, hot work, scaffolding, or diving services**, minimum insurance limit is \$5,000,000.00 per occurrence and in aggregate.

- ✓ **State Act Worker’s Compensation and Federal Longshore and Harbor Workers’ Compensation (USL&H)** insurance with limits conforming to the statutory requirements of the United States of America and State Act Worker’s Compensation insurance for any state where work is being performed by Indemnitor’s employees. If Indemnitor’s employees are assigned as crew aboard a vessel or are providing diving services, Jones Act (Maritime Employer’s Liability) coverage is required with minimum limits of \$2,000,000 per occurrence.
- ✓ **Automobile Liability** insurance with coverage to include owned, hired, and non-owned vehicles. Combined bodily injury and property damage coverage shall have a minimum liability limitation of \$1,000,000.00 per occurrence.
- ✓ **Umbrella/Bumbershoot Liability** a policy raises the limits of all primary or underlying liability policies; and provides coverage in some areas not covered under primary policies. Coverage is required for Level 1 and Level2 with a minimum liability limitation of (see attachment B).

Hold Harmless & Indemnity Agreement

“Attachment B”

Sub-Contractor Requirements (Classified by Risk Category)

LEVEL 1: Applies to Subcontractors that perform more involved jobs, employ multiple people, and are working on one or more vessels.

- ✓ General Liability- \$1,000,000 each occurrence, \$2,000,000 general aggregate
- ✓ All subcontractor companies providing crane, hot work, scaffolding, or diving services, must have \$5,000,000 general aggregate coverage
- ✓ Umbrella coverage \$2,000,000 per occurrence & aggregate
- ✓ Ship Repairer or Marine liability Coverage
- ✓ Workers Comp and/or USLH coverage
- ✓ Automobile Liability if vehicle will be entering the boatyard Taylor Lane Yacht and Ship added as Additional Insured with proof of endorsement
- ✓ Plus “**Other Coverages**” below if applicable

Other Coverages:

- Must have Protection Indemnity if own and/or operate marine vessels e.g. tugboats, etc. inclusive of Jones Act and/or MEL
- Must have Installation/Property if own and/or operate machinery e.g. crane, lifts, etc.
- Must have USL&H (a form of worker's compensation coverage) if working on commercial

LEVEL 2: Applies to subcontractors that perform small vessel repairs on one or more jobs and employ 2-5 employees.

This category applies to most subcontractors

- ✓ General Liability- \$1,000,000 each occurrence, \$2,000,000 general aggregate
- ✓ Umbrella coverage \$2,000,000 per occurrence & aggregate TLY&S added as Additional Insured with proof of endorsement
- ✓ Ship Repairer OR Marine Liability Coverage
- ✓ Workers Compensation Coverage
- ✓ Automobile Liability if vehicle will be entering the boatyard

LEVEL 3: Applies to Subcontractors that do not typically work on boats e.g. upholsterers, household appliance repairers, etc.

- ✓ General Liability \$1,000,000 each occurrence, \$2,000,000 general aggregate TLY&S added as Additional Insured with proof of endorsement
- ✓ Ship Repairer OR Marine liability Coverage
- ✓ Workers Comp (only if Subcontractor has employees working for the company)
- ✓ Automobile Liability if vehicle will be entering the boatyard

*Certificate must be delivered/issued directly from a licensed broker.

Email or Mail the Certificate of Insurance to:

tlvachtandship@gmail.com

or the physical address below.

Questions or clarifications can be directed to:

Taylor Lane Yacht and Ship 760 Taylor Lane Suite 2 Dania Beach Florida 33316

Attention: David Morrison

Telephone number 954-629-6172

This document is valid for 2 years from date of signing

Taylor Lane Yacht And Ship Contractor Insurance and other Requirements

Dear Contractors,

Prior to your contractors' arrival to the Taylor Lane Yacht and Ship facility in Dania Beach, Contractors must submit a Certificate of Insurance with TLYS named as additional insured, as well providing waivers of subrogation for both the General Liability, Auto and Workman's Compensation Policy.

To complete their obligation for access to TLYS property, our Hold Harmless Agreement and Shipyard Rules, and this document (this document valid for 2 years after signed), will need to be signed by an authorized person to do so. Please inform and distribute "Shipyard Rules" to all of your employees working on the property.

Without proper paperwork contractors will not be allowed access to the property.

Also please, make sure to adhere to the following notification.

TLYS must be copied on any and all invoices and quotes at the same time as they are sent to the vessel, Captain or Management Company. Please email you invoices and quotes to tlyachtandship@gmail.com . Any vendors not complying will be subject to being denied access onto the property in the future.

Initials _____

Taylor Lane Yacht and Ship Rules

- **All vehicles and persons will need to check in with the security guard shack located at the entrance from Taylor Lane. Before entry into TLYS all occupants will be asked for their names and other information before being allowed entry.**
- All Hot Work as defined by IMO and OSHA must be reported to the manager prior to the commencement of the work. The vessel will issue a copy of its Hot Work Permit to TLYS and maintain its provisions until the risk has passed. Contractors may not proceed with any hot work until the vessel has submitted the requirements and TLYS signs off having received all documentation.
- All vessels will notify the manager prior to the commencement of any Diving Activities, Proper flags and a shore/vessel watches keeper will be maintained until the diving operation is completed.
- All Permitted Confined Space Work must be reported to the manager prior to the commencement of the work. The vessel will issue a copy of its Confined Space Permit to TLYS and maintain provisions until the risk has passed. Contractors may not proceed with any confined space work until the vessel has submitted the requirements and TLYS signs off having received all documentation.
- All Scaffolding works will be erected to OSHA Regulations and be subject to independent inspection at the Owner or Contractor expense. Scaffolding will only be erected by a Contractor meeting OSHA Standards and Training
- All working platforms are required to meet OSHA Regulations and if erected, may only be erected by a Contractor meeting OSHA Standards and Training
- Use of any ladders will follow OSHA regulations when on TLYS premises.
- Respiratory protection must be worn whenever working in a hazardous atmosphere and meet OSHA regulations.
- Vessels and Contractors alike must comply with all relevant OSHA rules applicable to the work undertaken.
- Smoking by all persons will only be allowed in posted, designated areas as mandated by TLYS. Persons violating this are subject to removal from the premises. Cigarette butts and matches must not be thrown onto the ground. Containers are provided for that purpose. (This rule is mandated by our Insurance Carrier and must be adhered to.)
- Any spills of paint, oil, fuel, sprits, contaminated water etc. onto the dock, gravel area, or into the water must be reported to the TLYS Manager immediately.
- Vessels and Contractors alike must ensure that Immigration Laws are not contravened while undertaking work on the premises of TLYS.

Initials _____

- Contractors or Vessels may not provide man lifts or other machinery unless approved by TLYS prior to commencement of any work. All operators are required to have certified OSHA training required for each instance.
- Spraying paint is not allowed unless done by approved contractors in designated areas and in compliance with the Broward County Best Marine Practices for Marine Facilities.
- Open Sanding is not permitted on land or over water. All sanding, grinding, or other operation that produces dust or grit must be contained by designating and enclosing the work area. The product generated by sanding or grinding will be vacuumed or swept up bagged and disposed of appropriately.
- Sandblasting is prohibited unless by a TLYS approved contractor in a designated work area. The product generated by sandblasting or vacuumed or swept up bagged and disposed of by the contractor.
- All waste oil, fuel and oil filters, paint, poisons, anti-freeze or hazardous, non-hazardous waste must be disposed of properly. TLYS maintains a disposal area for those purposes. TLYS Manager should be contacted for all disposal needs.
- Vessels including their contractors are required to keep the area around their vessels and any spaces utilized, clean and free of debris. A written warning will be issued for immediate action. IF TLYS DETERMINES IMMEDIATE ACTION HAS NOT TAKEN PLACE, AND THE WORK AREA NEEDS TO BE CLEANED THERE WILL BE A \$200 CLEAN-UP CHARGED TO THE VESSEL. (Per Occurrence)
- Vessels Owners, Crew and Owners representatives will not give out the gate code to any contractors. In the event contractors need to stay late, arrangements with the Shipyard or alternatively a member of the crew can let Contractors out of the yard. No Contractors will be allowed entry before 7AM
- No Contractors will be let in after hours unless they had been signed in by Security during normal hours of that day.
- Day workers are the sole responsibility of the vessel. Proof of insurance coverage by the vessel is required before entry to work will be permitted.
- Proper footwear must be worn at all times. (No open shoes while working) Unauthorized use of any yard equipment or tools is forbidden.
- Vehicles on the premises will proceed no faster than the posted speed limit and exercise extreme caution at all times.
- Vessels requesting dockside drop off or load supplies materials, goods, groceries etc. will be granted access provided they are on the authorized list. Vehicles will immediately depart after loading or unloading.

Initials _____

- Any vessel left unattended in the confines of the property remains the sole responsibility of the Owner.
- All vessels will have at least one watch keeper onboard at all times. Contact details of the watch keeper should be given to the guard.
- The facility is not responsible for any loss or damage to any vessel within the confines of the marina unless TLYS is deemed negligent.
- All vehicles driven on the property must have automobile insurance and drivers must have the proper license to operate the vehicle.
- Use, possession, selling of any banned or illegal substance is forbidden and subject to removal from the property by Law Enforcement.
- Carrying of any firearms not authorized under State or Federal Law is prohibited. Crew members are forbidden to paint articles on the dock, bulkheads or anywhere on the premises other than the designated area without prior permission.
- These rules and conditions will be subject to change from time to time. These changes will be made available to the vessels Captain or Designated Person in Charge and it is up to the individuals to keep their crew and contractors informed.
- It is the Owners responsibility to provide current and reachable contact details to himself or designated persons in charge, to the Facility. These must be updated as necessary; they are to be reachable at all times. In the event of a situation or emergency should the Facility not be able to reach in a timely manner, the Owner nor his Designated Person in Charge, the Owner authorizes the Facility to act in what the Facility deems prudent at the expense and risk of the Owner or vessel.
- Owners will be responsible for any and all damages and injuries related to any form of behavior inducing substance consumed by themselves, crew, employees, and their hired subcontractors while on TLYS property.
- Owners will be responsible for any and all damages and injuries related to any form of behavior inducing substance by themselves, crew, employees (and to their subcontractors, to extent they may be culpable) consumed "Off TLYS Property" when gaining access to the Owners property within TLYS.
- Eating on the premises will need to take place onboard or in the immediate vicinity of the docked vessel. Vessels will be responsible for cleaning up after themselves. At no time will eating be acceptable around the Powell Brothers Building.
- Parking anywhere other than where assigned will be subject to towing or loss of admittance into the property.
- At no time will the parking on the west side of the building be used by any persons unless authorized by management to do so.
- Vessel will keep a current up to date list of day workers and provide this list to the yard.

Initials _____

- Any animals belonging to the Vessel, Crew, Owner, or Guest shall be leashed and supervised at all times. The Owner of any animal on the property will be responsible for cleaning up after it and any damages or injuries which occur.
- Your Name, Phone Number, Company Name, and Vessel Name shall be displayed prominently to be seen from the vehicle windshield for any and all vehicles inside TLYS gates
- Vessels on the hard or fastened to floats and scaffolding will advise shipyard when changing the loading condition of the vessel
- All compressed gas cylinders should be properly stored and secured in the upright position by chain or strap to minimize potential tipping. Oxygen and Fuel gas cylinders should be properly separated in accordance with NFPA standards
- TLY&S will treat each individual with respect, it is expected that all visiting vessels crew, guests, and contractors behave like ladies and gentleman.
- Owners and Crew which have access to the yard shall not give out the gate code to any contractors. A \$200 fee will be charged to the vessel if TLYS has to change the gate code due to a contractor on your vessel having the code.

The Shipyard Rules can be updated as required, changes will be sent in an additional document in an email

Vessel Representative or Contractor Signature.

_____ Date: