

SEASONAL CONTRACT FOR EMPLOYMENT AS CREW MEMBER

THIS CONTRACT ENTERED INTO BETWEEN THE OWNERS OF THE

F/V _____

And _____ (“Crew Member”).

This contract sets forth the terms and conditions of Crew Member’s employment aboard the vessel.

1) TERM

This seasonal employment contract shall last until _____.

(examples: 1. End of 2008 Opilio Crab Season. 2. End of 2008 King Crab Season. 3. End of approximately two months fishing.) The contract period shall also include gear storage and maintenance (of the vessel or gear/equipment) before or after the season/voyage, as required. Any extensions must be mutually agreed to in writing.

2) CREW SHARE

Crew Member shall be paid share _____ (e.g. 3%, 3.5%, etc.) of the net proceeds from the sale of the catch of the vessel during this employment contract. Crew Member acknowledges that he/she is responsible for his/her own transportation to and from the vessel. The “net proceeds” from the sale of the catch of the vessel is defined as the gross proceeds from the sale of the catch of the vessel less deduction for: (Check where applicable)

- 1. food at the rate of \$ _____ per day;
- 2. bait;
- 3. nets, pots, and other fishing gear;
- 4. fuel;
- 5. observer expense;
- 6. other (describe): _____;

3) BONUS

If the Crew Member satisfactorily completes the term of this contract, including removal, storage or maintenance of gear, preparing vessel for moorage and/or subsequent fishing, voyage to port for maintenance, repair or lay-up or any other duties required by the vessel-owners; then the Crew Member may be awarded a bonus equaling _____% of the net proceeds, as defined above. The award and/or amount of the bonus is at the owner’s or employer’s complete discretion.

4) DRAWS

Crew Member’s share shall also be reduced by the amount of any draws against crew share. Crew Member understands that this shall be his/her sole compensation whether or not the vessel completes her season for any reason. Crew Member may draw up to _____% of his/her earnings after each voyage.

5) MEDICAL CONDITIONS

- A) Are you in good health? Yes No
- B) Do you have any physical condition that might interfere with your ability to perform the physically difficult duties required? Yes No

6) TIME FOR CLAIMS

All claims arising under this Contract and/or from the employment relationship between the Crewmember and the Owners of the F/V _____ shall be brought within six (6) months after the events giving rise to the claim.

7) GOVERNING LAW/VENUE

The parties agree that the venue for any lawsuit arising from or related to Employee’s employment by employer, including lawsuits arising out of this contract, any lawsuit for maintenance, cure or unearned wages, or any lawsuit for injury or illness under the Jones Act, the General maritime Law or otherwise, shall be only in the Federal or State courts in _____ (county and state). The parties further agree that this employment contract shall be interpreted according to the General Maritime Law of the United States.

Date of Signing: _____ Port Where Hired: _____

Owner(s) _____ Owner(s) Representative: _____

Captain/Master: _____

Crew Member: _____

(by signing, I acknowledge I have read this entire contract)

Social Security Number: _____ Emergency Phone Number: _____

Contact Person: _____

Home Address: _____