

Laketow Marine ON WATER TOWING MEMBERSHIP SERVICE AGREEMENT

Thank you for choosing a **Laketow Marine On Water Towing Membership**! These terms and conditions (the "Terms") govern your Membership with Laketow Marine. ("Laketow Marine.", "we," "our," "us"). Purchase or use of any Laketow Marine Membership subjects the Member or user to the provisions of the Terms, as amended from time to time. **This is not an insurance contract.**

Towing Service Levels: We offer two towing service levels: **LIMITED Towing**, and **UNLIMITED Towing**. Towing benefits vary depending on your towing service level. Membership eligibility, dues, fees, terms, services and benefits are subject to change without notice. In the event of any changes, the Terms will be updated and published at www.laketow.ca.

A. Definitions – When used throughout, the following words and phrases are defined as follows:

1. **Covered vessel** is a recreational vessel owned by the Member that becomes disabled on the water, or a vessel chartered, rented, leased or borrowed by the Member that becomes disabled on the water when that vessel's owner is not present.
2. **Incident** is an event, or a series of events, arising from the same occurrence that rendered the covered vessel disabled.
3. **Member** is the person or persons identified on the Membership Record and for whom towing benefits apply in accordance with the Member's service level.
4. **Towing benefits** are defined in **Section B**.
5. **Service Area** is the geographic area serviced by a **Laketow Marine ON WATER Towing Company** ("Laketow Marine.") service provider. At a minimum, service area includes the navigable waters within 25 continuous nautical miles of the responding Laketow Marine service provider's port. Service areas vary depending on location and are subject to change. Service areas are **Shuswap Lake, NOT including the areas between SALMON ARM and SICAMOUS, Adams Lake, Little Shuswap Lake and Mara Lake** (All services in this area are considered **RESTRICTED** and **outside** Laketow Marine service provider's area of service, and are **subject to an hourly charge from Canoe Pt. and thereafter, to Salmon Arm and/or Tappen Bay. Including Adams Lake and Little Shuswap Lake and Mara Lake**
6. **Non-Restricted location** is defined as a dock, mooring or anchorage where the covered vessel is regularly kept, or a dock, mooring or anchorage where the covered vessel can remain 12 or more hours.
7. **RESTRICTED AREA Locations** is defined as the areas between **SALMON ARM and SICAMOUS** (From Canoe Pt.), **Adams Lake, Little River, Little Shuswap Lake and Mara Lake** and will be **additionally charged by the current hourly rate** for the responding towing/salvage vessel dispatched.

B. Towing benefits are provided as follows:

1. **Towing assistance to a port of choice** within the responding Laketow Marine, service provider's service area, when a covered vessel becomes disabled on the water. As an alternative to towing, the Member may receive a jump start or delivery of fuel, engine fluids, or basic engine parts to avoid a tow.

2. **Soft ungrounding assistance** for a covered vessel within the responding Laketow Marine, service provider's service area.

3. **A tow for the purpose of repairs** of a covered vessel from a Non-Restricted location to a dock, mooring, repair facility or point of haul out within 25 navigable nautical miles.

4. **EXCLUSIONS TO TOWING BENEFITS:**

a. **When the vessel is disabled as a consequence of a pre-existing condition**, including where the boat is disabled at the time of vessel purchase or membership purchase or upgrade or when a disabled vessel departs a dock, mooring or anchorage.

b. **Tows from a Non-Restricted location** where and when no persons onboard **have legal command of the vessel**.

c. **Tows from a Non-Restricted location** when the disabled vessel is chartered, rented, leased or borrowed by the Member.

d. **Salvage, including hard groundings**, assistance requiring more than one vessel, pumps, divers, airbags or other special equipment, or vessels abandoned, wrecked, beached, on fire, damaged by fire, taking on water, sinking, sunk, previously sunk, in the surf or surf line, or in any other state of peril.

e. **Towing a vessel from a repair facility** at which it can be repaired.

f. **The cost of fuel, parts or supplies** for the covered vessel.

g. **Escort, navigation assistance**, search for lost vessels or anchor retrieval.

h. **Un-groundings** at any dock or mooring.

i. **Marina charges or customs fees**.

j. **When the Member is a guest or paid captain** of a vessel, or where the vessel is used for commercial purposes.

k. **When towing benefits are available from another company or service**.

l. **Any service not specifically stated** in this Agreement as towing benefits.

C. PAYMENT –Towing benefits are paid per incident in accordance with the Member's service level at the time of disablement. Invoices must be submitted to us within 90 days of service.

3. **Applicable to all service levels:** If service is not provided by a Laketow Marine service provider

D. Additional Terms

1. **Term; Activation:** Membership is effective at midnight the day following receipt of payment and expires as shown on the Membership Record.
2. **Your Membership is not insurance:** This Agreement is **not an insurance policy** and does not provide for any compensation, liability or damages arising out of damage or injury to persons, boats or property.
3. **In an emergency situation,** contact 911 or other government agency immediately: **This Agreement is not a promise of rescue** and is restricted to towing benefits which can be provided with equipment immediately available to the towing company. Services will be provided within the safe parameters of the towing company capabilities and will not be rendered when the vessel cannot be safely or reasonably reached or secured or properly serviced without damage or danger to persons or property.
4. **Services are provided on an “as available” basis:** Services are subject to availability. Alternatives to towing may be provided in the sole discretion of the responding service provider.
5. **Terms are subject to change:** Membership benefits and services, including service areas and membership service levels, are subject to change **without notice**. In the event of any changes, the Terms and Member Benefits will be updated and published at www.laketow.ca
6. **Your Right to Cancel:** You may cancel this Agreement within 30 days of activation for a refund of Member dues; a refund of Member dues is contingent on whether towing benefits were provided within the first 30 days.
7. **Our Right to Cancel:** We reserve the right to immediately cancel this Agreement for abuse of privileges. This includes, without limitation, misrepresentation of vessel condition, excessive towing, lack of care and diligence in the operation and maintenance of the vessel, and fraud.
8. **No Assignment:** This Agreement may not be transferred or assigned to another party.
9. **Consent to receive text messaging for dispatch purposes:** By using our service, you agree to accept text messaging for dispatch purposes.