

Laketow Marine Towing and Salvage Terms of Service

By paying your deposit for Laketow Marine towing or salvage services, you are acknowledging that you have read and FULLY understand the “terms and conditions” set out herein.

These “Terms and Conditions” apply to either, salvage and/or towing services provided by Laketow Marine.

PLEASE READ CAREFULLY

General Terms and Conditions

1. The member or non-member agrees to pay in full the balance, less deposit, of any services provided by Laketow Marine (herein referred to as the contractor.) within one day of service completion, or the receipt of invoice for those services.
2. A late payment fee of 15% will be levied to any balance owed the contractor, by the member or non-member, or agent, contacting the services of the contractor, after 7 days due.
3. The contractor may make a lien against any vessel the agent, owner, member, or non-member, has acquired the services of the contractor for, against any outstanding balances owed by such persons, to the contractor after 30 days.
4. Circumstances of heavy demand for the contractor’s services, will delay service.
5. Mechanical issues with the contractor’s tow boats may interrupt service.
6. Members will be given priority in all cases, whenever possible.
7. Adverse weather reserves the contractor’s right to delay service, as the contractor or the responding captain deems necessary, in the interest of safety.
8. The agent, owner, passengers and member, or non-members, will follow the instructions of the contractor’s representative(s) (the captain or crew thereof)
9. The agent, owner, passengers and member, or non-members, will not use abusive language or act in any way, against the contractor’s representative(s). Doing so may void any previously agreed contract between the parties.
10. The agent, owner, passengers and member, or non-members, are not to board the contractor’s vessel without express permission of the captain, and only if he deems it necessary.
11. The contractor may, for reason of safety, deviate from the predetermined port of choice, until such time as is safe to continue.
12. Should the person in command of the site or vessel, recognized by a service contract, be determined as impaired, the contractor will appoint the next qualified person on the site or vessel, to take command, and communicate any directions to that person, during the duration of services.
13. The contractor cannot provide services to impaired persons.
14. Insurance claims by the agent, owner, or non-members, are not satisfactory payment for services, the claim will be collected solely, by the holder as reimbursement.
15. In all cases the contractor will endeavour to limit damage to the vessel being towed.

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Salvage Specific Terms and Conditions

1. The contractor will initially consult with the agent, owner, member, or non-members, without charge.
2. Upon a contract agreement of satisfaction by all parties, the contractor will at their first opportunity, proceed to the site of recovery. Make an assessment survey to determine the necessary assets required to provide a successful salvage/recovery of the vessel/anchor.
3. The contractor will arrange a diver, if necessary, and forward them to the agent, owner, member, or non-members, so they may secure and pay for the diver’s service.
4. The contractor is in no way affiliated with the diver service.
5. The contractor does not invoice for the diver’s services.
6. the agent, owner, member, or non-members, understands that the contractor takes full command of any salvage/recovery operations, and the person in command shall be referred to as the “salvage master”. They will also take direction from the Salvage Master.
7. the agent, owner, member, or non-members, may question any action or direction by the salvage master, if they believe such to be, dangerous or damaging to marine life, the environment, or the vessel to be recovered. The salvage master will consider all such concerns by the agent, owner, member, or non-members.
8. If necessary, the salvage master may direct the vessel being recovered to be towed to a safer location for continuation of recovery, once the vessel is floated or partially floated.
9. The salvage master will determine if the vessel to be recovered is a threat to the marine life or environment, and will make such notice to the necessary authorities, if necessary.
10. The contractor does not guarantee any recovery or take responsibility for further damage to the vessel being recovered, if caused by the reasonable actions, of the contractor in recovering the vessel.
11. In all cases the contractor will endeavour to limit damage to the vessel being salvaged/recovered.
12. The contractor may determine a recovery can be immediately performed safely, to the advantage of all interests, in cases of:
 - a.) Soft groundings
 - b.) Capsized vessels
 - c.) Vessel taking on water
13. the agent, owner, member, or non-members, agrees, when necessary, to supply any and all supplies deemed necessary by the contractor, that are not readily available on site at the time of recovery.