

UNIVERSITY OF CALIFORNIA WORKBOAT SERVICES AGREEMENT

This Workboat Services Agreement (“**Agreement**”) is entered into as of _____, 20_____, and is between _____ (“**Owner**”) and The Regents of the University of California, a California corporation (“**The Regents**”), on behalf of the University of California, San Diego (“**UCSD**”), in connection with the chartering of a vessel for the purpose of retrieving certain waterborne equipment at sea and delivering such equipment to the location(s) designated by UCSD (the “**Charter**”).

1. **Vessel; Charter Itinerary:** In exchange for the promises contained herein and the consideration set forth in Exhibit A (attached hereto and incorporated herein by this reference), Owner hereby charters to UCSD and UCSD agrees to charter the vessel identified as _____ (the “**Vessel**”). Owner represents and warrants that the Charter itinerary (as set forth in Exhibit A) is acceptable and fully within the capabilities of the Vessel. Any changes in the Charter itinerary may be made only upon prior written approval of UCSD.

2. **Charter Captain; Crew:** Owner shall provide a properly licensed and qualified captain, and a crew of the size and experience appropriate to ensure the safe operation of the Vessel and the safety and well-being of all persons on board the Vessel. Such licenses and qualifications shall include, but not be limited to, current Coast Guard certification of registration and trading limits, as applicable.

3. **Charter Provisions:** Owner shall, at Owner’s sole cost and expense, provide: (a) a fully furnished Vessel; (b) the captain and full complement of crew; (c) sleeping accommodations and appropriate number of meals for the number of passengers set forth in Exhibit A; (d) adequate number of staff and/or instructors; (e) the Vessel's operating, maintenance and repair costs, including, but not limited to, fuel, including increased fuel costs which may exist at the time of the Charter; (f) water and other consumable stores; (g) docking and wharf charges; (h) any necessary permits, licenses, tariffs, fees or taxes; and (i) any and all other costs or expenses related to the safe operation and maintenance of the Vessel, and the safety of all persons aboard during the Charter.

4. **Insurance:** Owner shall, at Owner’s sole cost and expense, secure and keep in force during the entire term of the Charter, a standard marine insurance policy with such carriers and in such amounts as are acceptable to The Regents to protect The Regents against all claims, demands, damages, liabilities, actions and causes of actions arising from or related to the use of the Vessel or resulting from any accident or other incident occurring in connection with the Charter and operation of the Vessel. Certificates of insurance acceptable to The Regents shall be furnished prior to the execution of this Agreement. Said policy(ies) shall contain a provision requiring Owner's carrier(s) to notify The Regents at least thirty (30) days prior to any cancellation or modification of said policy(ies).

5. **Indemnification:** Owner shall defend (with counsel acceptable to The Regents), indemnify and hold The Regents, its trustees, officers, directors, universities, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Owner, its officers, agents, or employees. The Regents shall defend, indemnify, and hold Owner, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, agents, or employees.

6. **Vessel Loss; Damage:** In the event the Vessel is disabled or damaged by breakdowns of machinery, fire, grounding, collision or other cause during the Charter, UCSD shall not be charged for use of the Vessel except that the daily/hourly rate on the date(s) of such occurrence shall be charged on a prorated basis. In the event the Vessel is lost or damaged, or the disability is of such extent that the Vessel cannot be repaired prior to the scheduled departure time, UCSD may, at its sole discretion, terminate this Agreement without cost or penalty, and with no further obligations hereunder.

7. **Owner's Authority:** Owner shall retain full care, custody and control of the Vessel including final authority with respect to the management and operation of the Vessel, including any determination regarding conditions affecting the safety of its crew and passengers, and the safe navigation of the Vessel.

8. **Force Majeure:** Neither party shall bear any liability for the failure to perform hereunder due to an event beyond the reasonable control of such party, including, but not limited to, strikes, riots, terrorist acts, fires, hurricanes, earthquakes and floods.

9. **Cancellation:** The Charter may be canceled by UCSD without any cost or obligation to Owner if the time of cancellation is not within twenty-four (24) hours of the scheduled departure time, unless otherwise agreed by the parties. In such event, any and all amounts paid by UCSD shall be refunded by Owner within five (5) days after cancellation. Except in the case of a force majeure event, UCSD's cancellation of the Charter after the above-specified time limit shall result in forfeiture of any amounts paid by UCSD prior thereto.

10. **Report of Vessel Charter; Vessel Charter Inspection Checklist:** The Report of Charter and the Inspection Checklist (attached hereto as Exhibit A and Exhibit B, respectively) are incorporated herein by this reference. Owner represents and warrants that the information provided by Owner (or its agent), as set forth on Exhibit A, and Exhibit B as applicable, is true and correct.

11. **Assignment:** Owner may not assign this Agreement or delegate any of its duties or obligations hereunder without the prior written consent of UCSD.

12. **UC Purchase Order; UC Terms and Conditions of Purchase:** The parties acknowledge and agree that this Agreement is subject and subordinate to any UC Purchase Order and UC Terms and Conditions of Purchase which may be issued in connection with the charter. Upon such issuance, each of the foregoing documents shall be incorporated herein and made a part hereof. The UC Terms and Conditions of Purchase may be found at: <http://www.ucop.edu/procurement-services/files/uc-terms-and-conditions-of-purchase.pdf>.

13. **Entire Agreement:** This Agreement, including its exhibits and attachments, the UC Purchase Order and the UC Terms and Conditions of Purchase shall constitute the entire agreement and supersede all prior or contemporaneous understandings or agreements, written or oral, between the parties with respect to the subject matter herein.

Accepted and Agreed:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the University of California, San Diego ("UCSD")

OWNER

By _____

Print name and title

Date

By _____

Print name and title

Date

EXHIBIT A

Report of Vessel Charter: Itinerary & Rate Schedule
(The completion of this exhibit is [required for all workboat services](#))

Campus: _____ Date of Charter _____, 20_____ Departure Time: _____ a.m. / p.m.

Return Time: _____ a.m. / p.m. Charter Rate: \$ _____ / day \$ _____ / hour

Charter Waters/Areas: _____

Special Instructions: _____

Owner's Marine Insurance Carrier: _____ Policy No.: _____

Effective Date(s): _____ Broker's Name & Phone: _____

Owner's Protection & Indemnity Insurance [Limits](#) : _____

Ocean: _____ (Required from OPRM)

Purpose of Charter: _____

Charter Activities: _____

Number of Participants: *UC EMPLOYEES _____ *Employees only, no students permitted on workboats

Exclusive Charter: YES _____ NO _____ (If no, please explain): _____

Name of Vessel: _____

Age of Vessel: _____/Value: \$ _____/Gross Tonnage: _____

Type of Construction Material: _____

Trading/Navigational Limits: _____

Safety Equipment on Board: _____

Passenger Capacity: _____ Number of Crew: _____

Experience of Crew (Describe): _____

Crew provided By: Owner _____ Other _____ (If "Other," prior approval needed)

Name of Operator: _____ License No.: _____

Vessel Owner: _____

EMAIL: _____ PHONE: _____ FAX: _____

CAMPUS RISK MANAGER: _____

EXHIBIT B

Inspection Checklist: Seaworthiness

(Not required if vendor provides a Current U.S. Coast Guard Inspection Report
Or Current proof of UNOLS Membership)

Vessel Name: _____ Vessel Type/General Description: _____

Length Overall: _____ Displacement: _____

Tonnage [GT/GRT/NT]: _____ Draft: _____

Radio Call Sign: _____ Passenger Capacity: _____

Owner: _____ Address/Email/Phone: _____

Broker/Agent: _____ Email/Phone: _____

Name of Insurance Carrier: _____ Policy No. _____ Expiration Date: _____

Name of Operator: _____ Address/Email/Phone: _____

Current Licenses: _____

Name of Charter PI: _____ Date(s) of Charter: _____

Water/Areas of operation: _____ Types of activities planned: _____

Number in charter party: _____

Check each category listed below as appropriate for the charter mission and operating area(s). Ensure all necessary equipment is aboard and operates properly.

Bridge and Navigation Equipment:

Communications Equipment:

- _____ Compass
- _____ Two (2) GPS Systems
- _____ Depth Sounder
- _____ Radar
- _____ Navigation Lights
- _____ Ships Bell
- _____ Whistle/Sound Device

- _____ Radios/VHF/SSB
- _____ INMARSAT/Iridium/Satellite Phone System
- _____ Cellular Phone
- _____ Emergency Radio w/backup battery/power
- _____ EPIRBs
- _____ SART

- Emergency Alarm
- Pyrotechnics/Expiration Date(s) Not Exceeded? Yes / No (circle one)
- Navigational Charts/Publications
- ECDIS/Electronic Charting/Navigation Programs

Life Saving Equipment:

- PFDs
- Immersion Suits
- Life Ring Buoys
- Rescue Boats
- Water Lights/Strobes
- Inflatable Life Rafts

Exterior Decks and Equipment:

- Anchors and Associated Equipment
- Watertight Doors and Hatch Coamings
- Freeing Ports Life Lines
- Deck Vents Safety Chains
- Cargo and Weight Handling Equipment (Safe Work Load posted and tested, 46 CFR 189.35 requirements/Appendix A requirements, as applicable)
- Non-Skid Deck Surfaces
- Life Lines and Safety Chains

Fire Fighting Equipment:

- Fixed and Portable Fire Extinguishers -- Inspection Dates Current? Yes / No (circle one)
- Smoke and Fire Detectors
- Fire Stations and Hoses
- Self-Contained Breathing Apparatus
- Fire and Damage Control Locker
- Emergency Stations Bill

Engineering:

- Gas Engines (check each of the following):
- Flame Arrestor Vents Gas Hoses No Sparking Devices in Bilges
- Diesel Engines (check each of the following):
- Oil/Exhaust Leaks Starting System Maintenance Hours since last overhaul
- Inspect Overall Cleanliness and Condition of Power Sources
- Check Emergency Lights
- Check Bilge and Ballast Systems and Pumps
- Check Fueling System and Pumps
- Check Refrigeration Systems
- Check Fire Pump
- Check Engine Room Fire Suppression Capability
- Check All Manifolds for Saltwater, Fuel, etc.
- Check condition of Switchboards, Wiring and Auxiliary Generators

Miscellaneous:

Structural:

- First Aid Kits and Medical Supplies Tank Inspections/Record of Inspections
- Damage Control Equipment
- Emergency Steering
- Clean and Orderly General Appearance
- Oil Pollution Placard and Other Required Notices (all must be posted)
- Sanitary System Operations
- Assess Vessel's Overall Stability
- Assess Vessel's Overall Ability to Perform Charter Mission. Include Laboratory and Deck Space, Berthing and Feeding Capability, Scientific Equipment and Winches, etc.

Documentation:

- _____ Ensure Vessel can be legally chartered based on Certificate of Inspection, Letter of Designation/Limitation of Charter to less than 6 persons
- _____ Ensure documentation regarding Proof of Ownership, Certificate of Inspection, Load Line Certificate and Stability Letter are all current and appropriate for planned charter's mission
- _____ Ensure Master's License is current and appropriate for vessel being chartered
- _____ Ensure Crew credentials are current and number of Crew members appropriate for charter's mission
- _____ Ensure all insurance policies meet chartering institute's minimum requirements for charter duration

Comments: _____

UCSD APPROVAL OF SEAWORTHINESS: _____

- For charter boats 50 feet or less in length: [Christian Mcdonald](#), Diving Safety Officer at 858-534-2002
- For charter boats over 50 feet in length primary contact: Scripps Marine Superintendent (Nimitz Marine Facility) at 858-534-1643; secondary contact: [Bruce Appelgate](#), Associate Director SIO at 858-534-2220

PLEASE NOTE: A FULLY SIGNED WORKBOAT SERVICES AGREEMENT, INCLUDING EXHIBITS, AND CERTIFICATE OF INSURANCE SHOULD BE SUBMITTED IN MARKETPLACE WITH YOUR SERVICES iREQUEST.