

LICENSING ASSISTANCE AGREEMENT

Read this Agreement carefully and make certain you understand its terms and conditions as this Agreement impacts your legal rights and imposes obligations on you.

FOR AND IN CONSIDERATION of the mutual promises and agreements and consistent with the below terms and conditions all contained herein, Dresser Marine, LLC d/b/a Confident Captain/Ocean Pros ("CCOP") hereby agrees to provide the following service on behalf of _____ **[Print Full Name and Address]** ("Customer" or "you"):

1. **Service.** Customer requests CCOP to provide the following service on Customer's behalf for the fee set forth below inclusive of such additional charges as may be identified on the Fee Attachment which attachment shall be initialed by Customer: **[Check box below]**

(a) ASSIST SERVICE – CCOP personally assists the Customer in completing and preparing the application for original or renewal merchant mariner credential (\$450.00). *This service includes: two private in-person appointments with our License Administrator at CC's office who will assist you in the completion and submission of your U.S. Coast Guard ("USCG") application.*

(b) REVIEW SERVICE – CCOP reviews your application for original or renewal of merchant mariner credential (\$99.00) *The Review service includes: (i) one private in-person appointment with our License Service Administrator and (ii) written comments from CCOP as to your application.*

***** PLEASE NOTE THAT CCOP DOES NOT FILE ANY APPLICATIONS OR DOCUMENTS WITH THE USCG.**

***** TIMELY FILING WITH THE USCG IS THE SOLE RESPONSIBILITY OF THE CUSTOMER.**

2. **Customer's Obligations.** Customer warrants and represents that the information and documents provided to CCOP are accurate, truthful and complete. CCOP agrees that his/her signature on the documents provided to CCOP (including his/her signature on the USCG forms) is a representation that the information and statements on the documents and USCG forms are accurate and complete and that the Customer has reviewed and approved the same. Customer warrants and represents that he/she is lawfully entitled to make an application to the USCG.

3. **Timing.** Customer is aware that submission of an application to the USCG is subject to strict timelines. Customer warrants and represents that he/she will adhere to all deadlines and that he/she will timely submit information, documents and signed forms to CCOP. Customer understands that delays in providing CCOP with information, documents and signed forms may result in the application being rejected or denied. It is the Customer's obligation to file all applications and documents with the USCG as well as to pay all USCG fees. CCOP is not responsible for filing or reminding the Customer to timely file his/her applications and documents with the USCG.

4. **No Guarantee.** CCOP does not warrant, represent or otherwise guarantee that Customer will successfully obtain or renew a merchant mariner credential or that the application (and/or any accompanying documents) will be accepted by the USCG. CCOP disclaims all written or implied warranties. Customer agrees that CCOP's services are in the nature of advice and assistance and that the obligation to complete, sign and file all applications and documents and to otherwise obtain medical documentation, physicals or procure such additional information and documents as may be necessary for completion of the application remains at all times with the Customer and that CCOP has no responsibility for the same.

5. **Dates and times of service.** CCOP will only commence its services upon receipt of payment in full for the herein services and receipt of this completed and signed Agreement.

6. **Location of service.** CCOP provides all of its services in the State of Rhode Island and Customer waives any assertion that CCOP's services are provided in any other jurisdiction.

7. **Compensation.** CCOP's fees are fully earned at the time you sign this Agreement and pay CCOP. Customer understands and agrees that he/she is not entitled to a refund of any portion of the fee for any reason including rejection or denial of the application. Any wire transfer fees are the responsibility of Customer. Any and all fees imposed by the USCG are the Customer's sole responsibility to timely pay.

8. **INDEMNITY, DEFEND & HOLD-HARMLESS – Read Carefully!** Customer agrees to indemnify, defend, and hold CCOP and its successors, insurers, officers, directors, affiliates, agents and/or employees harmless against and from any and all actions, causes of action, claims, demands, costs, liabilities, liens, expenses, fines, penalties (civil or criminal) and damages (including attorney's fees) arising out of, or in connection with any breach of this Agreement or any acts or omissions of Customer in connection with the Application.

9. **Termination.** All parties acknowledge this Agreement may be terminated by Customer or CCOP on the basis of a force majeure event (war, terrorism, Acts of God, etc.) or unforeseen circumstances outside of Customer's or CCOP's control. In addition, CCOP may terminate this Agreement for reasonable cause including but not limited to, where Customer fails to timely provide information, documents and/or signed forms. Where CCOP terminates the Agreement under this paragraph, the absolute limit of its liability under shall not exceed the fee paid by Customer for CCOP's service and in no event shall CCOP be liable for any damages whatsoever including, but not limited, consequential damages.

10. **LAW & DISPUTE RESOLUTION. --- Read Carefully.** This Agreement and the rights of the parties hereto shall be governed by and shall be construed in accordance with the laws of the State of Rhode Island to the exclusion of any other jurisdiction. All claims and disputes of whatsoever nature howsoever arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in the State of Rhode Island which shall be the sole and exclusive venue. Any claim, suit, action or proceeding howsoever arising out of or relating to this Agreement must be brought, if at all, within one (1) year from the date of signing this Agreement or it shall be forever barred.

11. **Facsimile, Scanned and Counterpart Signatures.** The Parties agree that facsimile and scanned signatures are deemed to be originals and that this Agreement may be executed in counterpart originals with like effect as if executed in a single original document.

12. **Miscellaneous Provisions.** (a) The provisions of this Agreement shall be binding upon and for the benefit of the heirs, personal representative, successors and assigns of the Parties. (b) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver or modification of this Agreement shall be binding unless executed in writing by the Party making the waiver or modification. (c) This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement, other than those identified herein, shall be binding unless executed in writing by all Parties. (d) If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect. (e) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement or document identified and incorporated herein, the terms of this Agreement shall prevail.

By signing below, I acknowledge reading and understanding this Agreement and fully agree to its terms.

DRESSER MARINE LLC
d/b/a Confident Captain/Ocean Pros
By:

J. Kent Dresser, President
Date: _____

Print Name

Sign

Date: _____

