

Lake Superior Tall Ships Volunteer Deckhand Agreement

Date: _____

Agreement by and between **Lake Superior Tall Ships, Inc. (LSTS)** and

_____, Volunteer Deckhand.

The terms and conditions of this Agreement are as follows:

1. PROGRAM OVERVIEW

As a Volunteer aboard the *Abbey Road* or *Zeeto*, I understand that I will be serving the needs of the ship in various ways including but not limited to: daily chores, assisting with education programs, setting and dousing sail, and general vessel operations. I recognize and agree that the services I perform are in lieu of full payment for room, board and training in the safe operation and maintenance of a sailing vessel. I further recognize and agree that although the time I spend aboard as a Volunteer may be used to fulfill Sea Service requirements for the United States Coast Guard, I have no status as a "Crewmember" as it pertains to Federal or International Laws regarding Seaman's Benefits (Jones Act, etc.).

2. RULES OF CONDUCT

I understand that maintaining a harmonious, supportive, and cooperative atmosphere among the crew, and extending that to our guests is critical. Due to the close living quarters, the nature of the work performed, our interaction with school children, and the general public, special attention to appropriate conduct is required. Any conduct that seriously intimidates or infringes on the rights of other crewmembers or guests will not be tolerated by LSTS and will subject me to immediate discipline, up to and including discharge. Some examples of behavior that is specifically prohibited are: disregard for safety rules; theft; possession of weapons of any kind; abusive language; physical, mental or sexual harassment of others; use or possession of alcohol or illegal drugs; insubordination and willful violation of our program guidelines.

3. HOURS OF WORK

My daily work schedules are determined on the vessel and normally consist of 12 hours each day. The 12-hour "scheduling day" may be consecutive, split, and/or begin and end at different hours in order to accommodate the ship's daily schedule of events and manpower availability. Days off are scheduled aboard the vessel, and are arranged through the Master or his/her designee.

4. BOARDING/DISEMBARKING

I will report onboard the *Abbey Road* or *Zeeto* at Pikes Bay Marina, Bayfield WI on as scheduled. I will disembark the *Abbey Road* or *Zeeto* at Pikes Bay Marina on as scheduled.

5. DRUG, ALCOHOL, AND HARASSMENT FREE WORKPLACE:

I understand that LSTS has a ZERO TOLERANCE policy regarding the use of illegal drugs or alcohol, or harassment of any kind aboard any LSTS vessels or at any LSTS facilities. All Volunteers and Employees are prohibited from possessing, selling, consuming, or being under the influence of illegal drugs or alcohol while aboard any LSTS vessel or on any LSTS premises. The only limited exception to the prohibition of alcohol is clearly outlined in the LSTS DRUG & ALCOHOL POLICY. Notwithstanding this limited exception, all Volunteers and Employees are prohibited from reporting for duty or performing work related duties when under any influence of drugs or alcohol. Doing so is grounds for immediate termination of this Agreement.

I recognize that LSTS requires all employees and volunteer deckhands to participate in a random drug testing program. As a condition of participation in this program, I hereby consent to any inspections or searches of my quarters or personal belongings, as LSTS in its discretion may deem necessary.

6. BSA YOUTH PROTECTION and BACKGROUND CHECK:

I understand that for the safety of our program participants, passengers and guests, LSTS requires that I complete the BSA Youth Protection Training (YPT) at my.scouting.org. LSTS may also run a background check on any Volunteer or Employee. I therefore agree to allow LSTS to submit my personal information to the Wisconsin Department of Justice for a criminal background screening. LSTS shall notify me of the DOJ's response. State law expressly prohibits further dissemination or use of this information.

7. TERMINATION OF THIS AGREEMENT:

I understand that program participation is at-will. Either LSTS or I may terminate this Agreement at any time, with or without cause. This would include, but is not limited to, a situation where *Abbey Road* or *Zeeto* were, for some reason, unable to operate, or any other reason at LSTS's sole discretion.

However, nothing contained in this Agreement implies or infers that termination of this Agreement may occur only for cause. If this agreement is terminated by LSTS without cause any fee paid by me will be prorated and any unearned amount will be refunded. If the Agreement is terminated by LSTS for cause, or by me, any fees paid will be forfeited as liquidated damages. I understand that I will be charged \$25.00/day for room and board from the date of termination of the Agreement until such time that I leave the vessel. In the event of termination, LSTS shall have the right to disembark the me at the first available port. I hereby expressly waive any claims for damages against LSTS, LSTS vessels, or LSTS employees caused to me on account of such disembarkation.

8. PHYSICAL CONDITION:

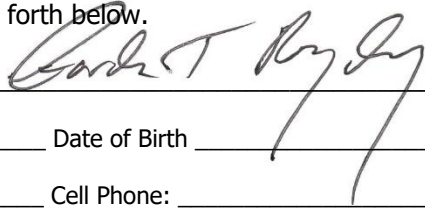
I have been advised and understand that the working conditions onboard the vessel can be difficult, strenuous, and sometimes hazardous, and that working hours are long. I have considered these factors prior to agreeing to participate in this program. I have been informed with respect to the essential functions of program participation and have had the opportunity to ask questions regarding such functions. I represent and warrant that I perform all essential program functions with or without reasonable accommodation. In the event of an accident or injury, I agree to IMMEDIATELY notify the ship's Master, or the ship's Medical Officer. I understand that LSTS requires participation in a random drug testing program for all volunteer deckhands and employees.

9. GOVERNING LAW:

I agree with LSTS that this Agreement shall be governed and any litigation in connection with this Agreement shall be in Bayfield County, Wisconsin. LSTS and I agree to make all claims arising under this Agreement by delivering details of the claim to the other in writing within 6 (six) months of the date of termination of this Agreement. Any claim not presented in writing within 6 (six) months is hereby fully waived and released and shall be of no further force or effect. LSTS and I agree that any dispute arising from this Agreement should be submitted to binding arbitration, to be conducted in Bayfield County, Wisconsin, and the losing party will pay the cost of such arbitration. Any court of competent jurisdiction may enforce the results of arbitration.

This is the entire and only Agreement between me and Lake Superior Tall Ships, Inc. This agreement shall not be modified, amended, or otherwise changed except in writing, signed by both me and an authorized representative of LSTS.

IN WITNESS THEREOF, this agreement is signed and dated as set forth below.

Signature X _____ For LSTS: X 

Mailing Address: _____ Date of Birth _____

Email: _____ Home Phone: _____ Cell Phone: _____

Emergency Contact (someone not on ship with you)

Name: _____ Relationship: _____

Work Phone: _____ Home Phone: _____ Cell Phone: _____