



## **BOAT RECEIVING AND INSPECTION AGREEMENT**

Shippers are expressly notified that Carrier's liability for loss or damage to any boats accepted for transportation is specifically limited by the provisions of its Extended Liability Program (as identified in its various tariffs for Governing Rules, Bills of Lading, and Service Rates and Charges) to a **maximum amount of \$75,000.00**. This amount may be reduced or further limited by separate agreements for any specific shipment.

This document must be completed for the receiving process of each commercial boat or pleasure craft, and will include the following statements and certifications, as appropriate and when they pertain to any particular vessel, and a vessel condition inspection form of some type at minimum, signed and acknowledged by the shipper, vessel owner, or his authorized agent (including truckers who are in possession of the vessel). Mark all boxes that apply.

**1. Boats to be lifted from water or from trailers – using straps, cables, etc.**

It is herewith agreed and acknowledged that NORTHLAND SERVICES, INC., their agents, operators, or stevedores, shall not be responsible for any damage sustained by any boat while being lifted into or out of the water, unless such damage is caused by operator negligence or failure of equipment belonging to or operated by the above mentioned persons and organizations. It is the sole responsibility of the boat owner or his designated agent to direct the rigging crew as to the placement of lifting straps or cables. Any damage caused to the vessel because of improper placement of the rigging or the failure of the vessel to withstand the lifting process is accepted to be the responsibility of the owner or shipper of the vessel, as is the liability for other property damage or bodily injury that may result from such failure.

Acknowledged and agreed to by: \_\_\_\_\_  
Owner, Shipper, or Agent

**2. Boats shipping without trailers or cradles – Carrier to provide blocking and support**

This is to certify that the undersigned shipper has inspected the means and method of blocking, bracing, and securing of a boat or boats tendered as cargo for shipment by Aloha Cargo Transport or Northland Services, Inc., on board an ocean going barge. This will further certify that the shipper has directed and approved of the method, materials, and placement of all keel, hull and running gear support blocking, bracing, or cribbing, and has determined it to be in all respects satisfactory and suitable for the transport of the boat(s). In consideration of the foregoing, the undersigned shipper expressly waives all right of claim for damages to the boat(s) which may be sustained, directly or indirectly, as a result of any failure, defect, or insufficiency in the cradling, blocking, or support system employed and releases Aloha Cargo Transport or Northland Services, Inc. from any liability in that respect. For its part, the carrier agrees that it will accept the boat as cargo without a specifically fitted, structural shipping cradle, as is its normal practice. The shipper further expressly agrees to indemnify and hold harmless the carrier, Aloha Cargo Transport or Northland Services, Inc., or any of its agents, for property damage, bodily injury, or other public liability which may result from such failure, defect, or insufficiency in either the blocking and support system or in the structure of the boat itself..

Acknowledged and agreed to by: \_\_\_\_\_  
Owner, Shipper, or Agent

**3. Non-commercial vessels without standard lashing point arrangements for securing**

Carrier's various tariffs prescribe a maximum cargo liability limit for new or used boats and an exclusion of liability for ordinary cosmetic wear and tear on used boats. In addition, the Carrier will require a waiver of liability for damages to boats which might result from the process required to properly secure a boat to its shipping cradle and then to the barge deck, shipping platform, or container stack. Execution of this Attachment will constitute such a waiver. If a vessel is fitted with a sufficient quantity of strong, suitable lashing and tie-down points, Carrier will utilize these points and will not be required to design a specialized method of securing with wooden cross-beams, rubber coated wire rope or chains, or steel strapping. In

its shipping experience, however, Carrier has determined that the majority of non-commercial vessels are not so equipped. Although Carrier will use its best efforts to ensure that the lashing method used is well engineered and wrapped or padded to protect the decks, cabin structures, and rails of boats, it is common for some minor damage to be sustained to rubber, plastic, or soft metal rub-rails and other trim work which may be under the lashings and which may have pressure applied by the lashings during the normal course of motion aboard the barge in a seaway.

Deck fittings such as mooring line cleats, chocks, lifeline stanchions, bow pulpits, or railings will not be considered suitable for securing barge or cradle lashings and will not be used as such. The only standard deck or hull fittings that will be considered in lieu of a specially constructed lashing system will be hawse-hole fairleads through bulwarks, keel-stepped towing bitts, or keel mounted towing rings constructed with at least a 5/8" diameter through-hull bolt. The carrier will otherwise exercise its best judgment and utmost caution to properly protect the hull, deck, cabins, and fittings from any damage, but will not be responsible for minor chafing, scratches, or denting of rub-rails that may be caused by unavoidable contact with the lashings.

Acknowledged and agreed to by: \_\_\_\_\_  
Owner, Shipper, or Agent

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**4. Inadequate or Unsuitable Cradle or Trailer Waiver**

Carrier or Carrier's agent has examined the cradle or trailer that was presented with this vessel for transportation via ocean-going barge and has determined that it is not of suitable construction, structural integrity, or condition to ensure the safe handling and point-to-point transportation of the boat as intended by the shipper. The acknowledgement below stipulates that Carrier has made these concerns known to the Shipper or his agent, and that Shipper or his agent has directed Carrier to use the cradle or trailer provided in any case. Carrier will therefore accept no responsibility for any loss or damage to the vessel that may be caused by or otherwise attributable to the failure of this cradle or trailer, its materials of construction, or Carrier's ability to properly secure it and the boat tendered with it to a barge or cargo handling platform. Shipper or his agent herewith waives any right to claim for loss or damage that is associated with the cradle or trailer.

Acknowledged and agreed to by: \_\_\_\_\_  
Owner, Shipper, or Agent

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Booking Number: \_\_\_\_\_, N # \_\_\_\_\_

Voyage No.: \_\_\_\_\_

Boat Type: \_\_\_\_\_, Make: \_\_\_\_\_

Model: \_\_\_\_\_, Registration / Doc. No.: \_\_\_\_\_

(Condition Inspection Form to be attached following)