

# All Ocean Yachts Crew Placement Agreement

This agreement is binding to the person placing the order (hiring), the owner of the vessel, captain and /or the owner's agent or persons operating on behalf of the owner notwithstanding if the vessel is privately owned or held in a corporation. The above persons for the purpose of this agreement shall be referred to as the "Owner" and the person referred (being hired) shall be referred to as the "crew".

Hiring of a crew candidate presented by All Ocean Yachts will be deemed as an acceptance of the Terms and Conditions contained here within.

It is agreed that the above stated person has engaged All Ocean Yacht's Crew placement division to provide a selection of crew for employment on their vessel for a placement fee per the terms and conditions stated below.

The fee is earned when the referred crew is hired. The referral is active up to 12 months from the date that the Owner receives the resume (CV) of the referred person and full fees are due within that time period. If the Owner refers the crew, directly or indirectly to a third party and that third party hires the crew. The referring Owner shall be obligated to pay the fee per the terms of this agreement. It is the Owner's responsibility to notify All Ocean Yachts as promptly as possible, that they have hired a crew referred by All Ocean Yachts and to inform us of the conditions of employment and terms, i.e., position, salary and starting date.

Upon this notification an invoice for payment will be issued and payment made per the terms below.

Should the Owner hire one member of a team and then subsequently hire the other, fees shall be due for both crew.

Referral shall mean presentation of a crew's resume (CV) to the Owner, in writing, via hand delivered, fax or e-mail. It is the Owner's responsibility to contact All Ocean Yachts in writing within 24 hours of any resumes they have received from the crew themselves or other third parties, that they would like excluded from this agreement.

A credit card will be taken and the Owner authorizes All Ocean Yachts to charge the fees incurred if payment is not received in full within 30 days of the crew being hired. The owner has the option to pay by US check, credit card (MasterCard, Visa, American Express) or wire transfer. Should the Owner default on payment, the Owner shall pay the reasonable cost of collection, including court costs, attorney's fee's and interest of 20% per annum.

Guarantee on permanent crew placements:

If full fee's are paid within 30 days of billing we will endeavor to replace the crew up to three times during the first 120 days aboard the vessel if the crew leaves the vessel voluntary or is discarded for cause; providing that All Ocean Yachts is notified within 5 working days of his departure from the vessel. This is the sole guarantee and it applies sole to permanent crew.

Placement fee's are as follows:

If payment is in a currency other then US dollars, the fee shall be converted to US dollars at the international exchange rate shown at [www.xe.com](http://www.xe.com) or the international bank rate on the day of employment.

Permanent Placement, defined as crew you expect to employ for longer then 90 days. Fee is 75% of one months Salary

Temporary Placement, defined as 1 to 89 days. Fee is 20% of the Salary Paid, fee to be paid at the end of each month of employment or on completion of employment, whichever comes first. The maximum fee to be paid shall be no greater then the equivalent of the permanent placement fee for the position. Should the crew position be changed to be employed as permanent crew, during the 89 days, any temporary placement fees will be applied to the permanent placement fee. If the crew is employed for 90' consecutive days, the position will automatically convert into a permanent placement fee. A minimum fee of \$30.00 shall apply