

RELEASE AND INDEMNIFICATION AGREEMENT - PROFILE CUSTOMERS

Agreement entered into by and between the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (the "Authority") and _____ (the "Customer");

WHEREAS, the Authority is engaged in the service of transporting motor vehicles by ferry vessels between certain ports on the mainland of the Commonwealth of Massachusetts and the islands of Martha's Vineyard and Nantucket, and, as a rule governing such service, requires that Customers have drivers available to operate their vehicles at all times when the vehicles are on the property or vessels of the Authority; and

WHEREAS, the Customer, as the owner or lessee of one or more vehicles with licence plate information listed in the customer's Steamship Authority Reservation System Profile, Profile # _____ (the "vehicle"), desires to use the ferry services of the Authority, but does not wish to have a driver so available at all times to operate the vehicle, as required by the Authority;

NOW, THEREFORE, the Authority and Customer agree as follows:

1. The Customer agrees and understands that it is his/her responsibility to have a driver available for the vehicle at all times when the vehicle is on the property or vessels of the Authority, and that the Customer's driver is to operate the vehicle whenever it is moved under its own power, such as when it is driven on or off a vessel or moved to a parking area owned or leased by the Authority. The Customer also agrees that the Authority is not responsible in any way for the operation of the vehicle.

2. Nevertheless, the Customer does not desire to have a driver so available to operate the vehicle. Accordingly, the Authority agrees, for the applicable service charge and storage charge published in its local freight tariff, to provide one of its employees to the Customer to operate the vehicle at the Customer's request. In return, the Customer agrees as follows:

(a) The Customer agrees that at all times when said employee is operating the Customer's vehicle, said employee shall be deemed, for all intents and purposes, an agent of the Customer and not of the Authority, and subject to the Customer's sole supervision and control, and that the Authority shall not be liable for any injury, damage or loss arising from said employee's operation of the vehicle.

(b) The Customer also agrees to indemnify the Authority for, and hold it harmless from, any and all claims, damages, actions, liability, losses and/or expenses, including attorney's fees, arising from said employee's operation of the vehicle, be the operation of the vehicle negligent or non-negligent, and, further, to assume sole responsibility and liability for any and all consequences of such operation of the vehicle by the employee so furnished by the Authority.

(c) The Customer also represents that there is presently insurance on the vehicle which will provide coverage for any injury, damage or loss arising from said employee's operation of the vehicle. The Customer agrees that the Authority and said employee will have the full benefit of that insurance.

(d) The Customer further agrees to waive any right to receive notice of the arrival of the vessel and vehicle at the port of destination, and that the Authority shall be deemed to have tendered delivery of the vehicle to the Customer at the time the Authority so provides the Customer with an employee to operate the vehicle.

(e) In addition to paragraph 2 (b), the Customer also agrees that the Authority shall not be liable for any injury, damage or loss to the vehicle and/or its contents after the vehicle is driven at the port of destination to a parking area owned or leased by the Authority, even if such injury, damage or loss is caused, in whole or in part, by the Authority's negligence, and that the Customer shall indemnify the Authority for, and hold it harmless from, any and all claims concerning any such injury, damage or loss.

3. This Agreement shall continue in full force and effect until either party notifies the other, in writing, of its desire to terminate the same. Termination of this Agreement shall be effective upon 24 hours after receipt of such written notice, but such termination shall not relieve either party of any liability arising hereunder prior to such termination.

Executed as a sealed instrument this _____ day of _____

Woods Hole, Martha's Vineyard and
Nantucket Steamship Authority

Signature of Customer

By: _____
Terminal Manager/Agent

Customer Name _____ Profile No. _____

Address _____ Telephone _____