

TRIP PILOT AGREEMENT

<p>“Company”</p> <p>Name of Hiring Company 1980 Post Oak Blvd Suite 1101 Houston, Texas 77056 Telephone: (713) 552-1101 Fax: (713) 552-0732</p>	<p>“Trip Pilot”</p> <p>Printed Name: _____</p> <p>Address: _____ _____</p> <p>City/State/Zip: _____</p> <p>Telephone: _____</p>
<p>Effective Date: _____</p>	<p align="right">Day Rate: \$ _____</p>

This Agreement is entered into as of the Effective Date written above, between Company and Trip Pilot.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Trip Pilot as an independent contractor to perform the services set forth herein, and the Trip Pilot hereby accepts such engagement.
2. Duties, Term, and Compensation. The Trip Pilot will perform the duties of a trip pilot as identified in the attached pilot job description aboard vessels identified by Company. The Trip Pilot warrants that he is physically able and competent to perform the duties of a pilot. This engagement shall commence upon execution of this Agreement and shall continue until terminated as provided herein. The Agreement may only be extended thereafter by mutual agreement. In consideration for the services to be performed by the Trip Pilot, the Company agrees to pay to the Trip Pilot the sum of the Day Rate identified above per day. The Company shall pay the Trip Pilot twice per month, first for work performed from the 5th through 19th and second for work performed from the 20th through 4th of the next calendar month.
3. Expenses. The Company shall have no obligation to reimburse the Trip Pilot for any expenses which are incurred in connection with the performance of the duties hereunder.
4. Termination. The Company at any time may terminate, with or without cause and at the Company’s sole discretion, the engagement of the Trip Pilot immediately and without prior notice to the Trip Pilot.
5. Independent Contractor. This Agreement shall not render the Trip Pilot an employee, partner, agent of, or joint venturer with the Company for any purpose. The Trip Pilot is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Trip Pilot’s compensation hereunder. The Trip Pilot shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, maintenance, cure, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
6. Indemnity. Trip Pilot agrees to fully indemnify, release, defend (including attorneys fees, investigative and other related expenses) and hold harmless Company, its agents, employees, and

all parties for whom Company may be working, from and against any and all claims by the Trip Pilot against the Company hereunder or otherwise for unpaid or underpaid taxes, vacation pay, sick leave, retirement benefits, social security, worker's compensation, maintenance, cure, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Trip Pilot agrees that this section constitutes a conspicuous legend.

7. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective beneficiaries, heirs, successors or assigns or any person, firm or corporation claiming by, through, under or on behalf of the parties to this agreement. Neither Company nor Trip Pilot may assign its rights or obligations hereunder without the consent of the other party.

8. Entire Agreement. This Agreement (including attached documents) contain the entire understanding and agreement of the parties hereto with respect to subject matter hereof and such documents supersede all prior agreements, understandings, negotiations, and discussions among the parties with respect to such subject matter additional herein.

9. Severance. In the event that any paragraph or portion of this Agreement is found to be invalid or unenforceable, then that paragraph or portion as the case may be shall be stricken as if it were never contained in this Agreement but the remaining provisions of that paragraph and of this Agreement shall remain in full force and effect.

10. Survival. The representations, warranties, covenants, and agreements of the parties contained in this Agreement or contained in any writing delivered pursuant to this Agreement shall survive the Effective Date.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the Effective Date written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

BEFORE SIGNING MY NAME BELOW, I DECLARE THAT I HAVE COMPLETELY READ THIS AGREEMENT AND THAT I UNDERSTAND THE TERMS HEREOF.

“Company”

“Trip Pilot”

Signature, as agent for **Name of Hiring Company** Signature

Printed Name

Printed Name