

Mare Island Dry Dock, LLC
1180 Nimitz Ave
Vallejo, CA 92592
Phone (707) 652-7356

Subcontractor Access Agreement

This Agreement executed as of this _____ day of _____, 20__ by and between Mare Island Dry Dock, LLC, (hereinafter referred to as "MIDD") and _____ (referred to herein as "Subcontractor");

WITNESSETH

WHEREAS, Subcontractor desires to have certain employees enter the premises of MIDD from time to time to perform certain work on the premises of MIDD and/or upon vessels tied up at MIDD and:

WHEREAS, MIDD is willing to allow Subcontractor to bring such employees on its premises and/or vessels tied up at MIDD provided Subcontractor complies with all applicable **Terms and Conditions and for the consideration stated herein:**

NOW THEREFORE, the parties agree as follows:

1. MIDD shall allow Subcontractor's employees and/or Subcontractors to enter its premises and/or vessels under its care, custody or control ("the Shipyard") to undertake certain work ("the work") thereon from time to time pursuant to the following terms and conditions.
2. Subcontractor hereby agrees to defend, indemnify and hold harmless MIDD, its officers, directors, employees, owners, subsidiaries, affiliates, insurers and agents, against any and all suits, actions, claims, costs or demands (including without limitation, suits, action, claims, costs or demands resulting from death, personal injury or property damage, including reasonable counsel fee and all other expenses) arising out of and/or in any way related to Subcontractor's work brought by any of Subcontractor's employees and/or Subcontractors engaged by Subcontractor for any death, personal injury or property damage caused by Subcontractor and/or its employees.
3. Subcontractor hereby agrees to indemnify and hold harmless MIDD, its officers, directors, employees, owners, subsidiaries, affiliates, insurers and agents, harmless against all suits, actions, claims, costs or demands (including without limitation, suits, actions, claims, costs or demands resulting from death, personal injury or property damage and including counsel fees and all other expenses) to which MIDD may be subject or exposed by reason of damage to the property of, or injury to or death of the employees of MIDD or any third parties, which may occur or be alleged to have occurred while the Subcontractor is performing the Work on the Shipyard property caused by or attributable to the negligence of the Subcontractor.
4. Subcontractor, its employees, agents and Subcontractors shall comply with all laws, ordinances, rules, regulations and requirements issued by governmental authorities, and by MIDD, and in the event they fail to do so, MIDD shall have the right to bar access to the Shipyard property to any of the Subcontractor's employees, agents and Subcontractors who fail to so comply.

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5. Subcontractor shall not subcontract work without MIDD's prior written consent and shall furnish MIDD a copy of all approved subcontracts. In the event Subcontractor fails to obtain prior written approval to utilize Subcontractor(s) MIDD, in its discretion, shall have the right to refuse to pay for all or any portion of the work performed by said Subcontractor(s).

6. Subcontractor shall obtain and maintain in force policies of insurance issued by carriers acceptable to MIDD providing the following coverage:

A. Commercial General Liability coverage with minimum limits of \$1,000,000 per occurrence with a Ship Repairer's endorsement **or** Ship Repairer's Legal Liability coverage with minimum limits of \$1,000,000 per occurrence.

B. \$1,000,000 Commercial Auto Liability.

C. State Act Workers' Compensation coverage valid in the State of California, including Federal Longshore and Harbor Workers Compensation Act (**USL&H**) endorsement.

7. Prior to commencement of any of the Work, and as a prerequisite for admission to the Shipyard, Subcontractor shall furnish MIDD with Certificates of Insurance evidencing the above-mentioned coverages **and shall list Mare Island Dry Dock, LLC as an additional insured with a Waiver of Subrogation in favor of MIDD with respect to the commercial general liability coverage and ship repairer's endorsement or Ship Repairer's Legal Liability coverage. Certificate(s) shall state that the Subcontractor's coverage is primary and MIDD's coverage shall not contribute to payment of claims caused by or resulting from any wrongful act or omission, fault or negligence of Subcontractor or its employees in the performance or nonperformance of Subcontractor's obligations under this Subcontractor Access Agreement.**

8. No policies shall be cancelled without thirty (30) prior days written notice to MIDD. Termination of the said insurances without written notice shall constitute a breach of this agreement, and Contractor, in the event MIDD decides in its sole discretion to continue with Subcontractor under this Agreement, shall become liable to MIDD for any and all costs associated with said cancellation, which shall include but not be limited to any and all costs associated with said cancellation, which shall include but not be limited to any additional premiums that MIDD may be required to pay to keep appropriate coverage's in place.

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9. Acceptance of certificates of insurance that do not comply with the above requirements shall not be a waiver by MIDD of said requirements.

In WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

Subcontractor

Date: _____

Company: _____

By: _____

Title: _____

Mare Island Dry Dock, LLC

Date: _____

By: _____

Title: _____