



NATIONAL MARITIME SERVICES

VESSEL ARREST/CUSTODY SERVICES

1915 SOUTHWEST 21ST AVENUE
FORT LAUDERDALE, FLORIDA 33312-3113
TELEPHONE: (954) 990 1290
FACSIMILE: (954) 602 9127
E-MAIL: *bill@vesselarrest.com*

ARREST/ATTACHMENT AUTHORIZATION AND AGREEMENT

We, the Client/Counsel for Plaintiff: _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ E-Mail Address: _____

Hereby authorize National (National Maritime Services, Inc. /G. Robert Toney & Associates, Inc. /National Liquidators), to take possession under court order, transport and hold in its possession the following described vessel and/or cargo/equipment:

Name: _____ Builder: _____ Year Built: _____

Registration/Documentation#: _____ LOA (Length): _____ GRT: _____ NET: _____

Type/Use: _____ Flag: _____

Power/Machinery: _____

Registered Owner/Debtor Name: _____

Account, Case or Reference#: _____

Location or Pertinent Information: _____

IMPORTANT: INITIAL 2 or 3 BELOW to select insurance.

By signing this document I acknowledge having read and understood all terms on the back and the attached RATE sheet and hereby fully consent to all conditions.

Signature

Print name

Date



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Terms on back see also RATE sheet:

1. National is hereby authorized to take all reasonable measures to protect and maintain the value of the property seized and to prevent liabilities to third parties, including personal injury, property or pollution damage, without specific authorization.
2. Liability Insurance \$520 per month per million value included on all vessels. _____ Obtain Liability Coverage only. Vessel is currently insured and plaintiff accepts all responsibility for claims, theft, fire or any other damage to vessel.
3. Port risk insurance available subject to individual quote and placement at additional charge. _____ Obtain Port Risk/Hull Coverage Insurance on this vessel and obtain court approval for premium expense. If Port Risk or hull coverage insurance is not selected, the Client assumes full financial responsibilities for any claims including, but not limited to, theft, fire, storm damage or any other claims against National or the vessel.
4. Client agrees to hold harmless, defend and indemnify National, any affiliated companies and any approved contractors from any and all expense, loss, damage, claim or action arising out of the handling of this assignment, including reasonable attorney's fees and costs, except where such expense, loss, damage, claim or action is a result of the negligence of National or its approved contractor. In any event, our total liability, if any, including any and all liability caused by National's negligence, will be limited to the value of our total fee invoice rendered in connection with this assignment.
5. The Client agrees to pay National within 30 days of the date of the invoice for all services rendered under this agreement in accordance with these terms and rate schedule. Any unpaid bill will incur interest at 1.5% per month compounded and entitle National to release the vessel from arrest if necessary.
6. A deposit will be required prior to the arrest in the amount of the one time mobilization fee plus 7-10 days estimated charges which will vary depending on the complexity of the arrest. The one time fee is non-refundable. All charges are payable in full should National start work and the arrest is vacated or cancelled for any reason.
7. Should National be required to take any action to enforce this agreement and/or collect any sums due hereunder, National will be entitled to recover reasonable attorney's fees and costs associated therewith plus 1.5% interest per month on any amounts outstanding. In addition, should National find it necessary to appoint counsel to benefit the "res" as custodians, then any such attorney's fees and costs will be charged as custodial expenses and recovered accordingly.
8. This agreement is governed by the general maritime law of the United States with venue in the United States district Court for the Southern District of Florida, to the exclusion of all other jurisdictions.