

THE OREGON FISHERMEN'S CABLE COMMITTEE, INC
INDIVIDUAL FISHERMAN'S AGREEMENT AND MUTUAL RELEASE

Some of the submarine fiber optic cable companies landing in Oregon ("Cable Companies" or "Cable Company") as members of the Oregon Fishermen's Cable Committee, Inc. ("OFCC"), and _____, a Participating Trawl Fisherman and my operator or agent ("me" or "I"), and the F/V _____, a Participating Trawl Vessel and its owner or agent ("Vessel"), execute and agree to this Individual Fisherman's Agreement And Mutual Release ("IFA").

While trawl fishing in Oregon, if I and/or the operator of the Vessel follow the "Procedures to Follow While Operating Near Submarine Fiber Optic Cables" ("Operating Procedures") established by the OFCC and attached to this IFA, the Cable Companies agree to release me and the Vessel from liability to the Cable Companies for my ordinary negligence subject to the terms and conditions below. In addition, the Cable Companies further agree that they will not bring any legal, equitable or admiralty action ("Action") against me or the Vessel and will actively encourage government agencies and authorities not to bring any Action or other proceeding against me or the Vessel.

I understand and agree that this IFA does not release me or the Vessel from liability for damage arising directly or indirectly from my gross negligence or willful or intentional acts or failure to act. I understand that towing my gear through an area of a Known Cable Exposure ("KCE") is an example of gross negligence.

I agree to learn about the locations of the submarine fiber optic cables that land in Oregon, to exercise care and to follow the Operating Procedures while trawl fishing near the cables. If I believe or suspect that I have snagged a cable or my Vessel is hung up near a cable, I agree to cease hauling on the trawl fishing gear and to call the 24-hour toll free cable hotline to discuss the situation. The Cable Company's representative has the authority to immediately approve cutting away the trawl gear and to provide replacement trawl gear to me from suppliers.

After the Cable Company instructs me to cut the gear, I agree to present a Claim in writing to the OFCC for review on the approved OFCC form within 30 days of the incident. I understand that the OFCC, made up of Oregon commercial fishermen and Cable Companies representatives, will review and investigate my Claim for compensation. After investigation, the OFCC will either approve my Claim in whole or in part or deny it.

Unless the OFCC finds fraud, misrepresentation, failure to follow the required Operating Procedures or other sound reasons, the OFCC approves a Claim and does not collect the cost for the replacement trawl gear provided to me by the OFCC. In addition, the OFCC shall pay from the Sacrificed Gear Fund a sum of 50% of the cost of the replacement trawl gear provided to me that represents damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits or any other losses or damages of any kind incurred by me or the Vessel. I also understand and agree that the Cable Companies and the OFCC shall not be responsible in any way for any lost earnings or profits, waste of fishing resources or other consequential, incidental, exemplary or punitive damages.

If the OFCC denies my Claim because of fraud, misrepresentation, failure to follow the required Operating Procedures or for other sound reasons, I understand and agree that the amount paid for the replacement trawl gear shall be treated as a loan to me and the Vessel and agree to repay the amount to the OFCC on reasonable terms and conditions.

The OFCC may revise and re-issue the Operating Procedures and shall send copies of the revised Operating Procedures to me at the address noted below. I agree to notify the OFCC by phone or in writing of a change in my address.

I understand and agree that by signing this IFA, I am releasing the OFCC, any and all individuals and entities affiliated with or who later join the OFCC, and the Cable Companies and their affiliates, subsidiaries, officers, directors, employees, agents, contractors and assigns from any and all Action and for any and all decisions or lack of decision of the OFCC including the decision on my Claim. I further agree not to bring any Action against the OFCC or the Cable Companies, including their individual officers, directors, employees, and representatives.

In the event of a dispute between us, we shall 1) discuss the problem between us and attempt a resolution. If the dispute is not resolved within 30 days or a reasonable extension, we shall 2) mediate the problem in Newport, Oregon or in another mutually agreed location. If the dispute is not resolved within 60 days or a reasonable extension, we shall 3) engage in binding arbitration in Newport, Oregon or in another mutually agreed location. This dispute resolution provision reflects a commitment to resolve disputes in a just, speedy and inexpensive way without resorting to litigation.

This IFA can be ended with 30 days written notice to the other party. I acknowledge that I have contacted legal counsel or had an opportunity to contact legal counsel to discuss the terms set forth in this IFA.

Signature of Participating Trawl Fisherman/Vessel
Owner or Operator or Agent

Trawl Vessel Name
Official Number _____

Print Name: _____

Date: _____

Address

Oregon Fishermen's Cable Committee, Inc.

2021 Marine Drive, Suite 102
Astoria, Oregon 97103

By Its: _____ Chairman

Date: _____