

DERECKTOR

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**Derecktor Dania Beach
Contractor Information Packet**

Introduction



Who We Are

For more than fifty years, Fort Lauderdale has reigned as the undisputed capital of megayacht services, with Derektor playing a pivotal role in shaping this industry landmark.

Today, Derektor stands as the most comprehensive large yacht facility on the U.S. East Coast, expertly servicing multiple vessels up to 200 ft. in length.

We've consistently evolved our shipyard, embracing technology, and expanding our capabilities to stay ahead in the market.

Despite these changes, our unwavering commitment to craftsmanship, customer satisfaction, and meticulous attention to detail remains unchanged.

At Derektor, we merge tradition with innovation to meet the high standards expected by our clients, ensuring that excellence is delivered in every project we undertake.

Introduction

The Purpose and Importance of This Document

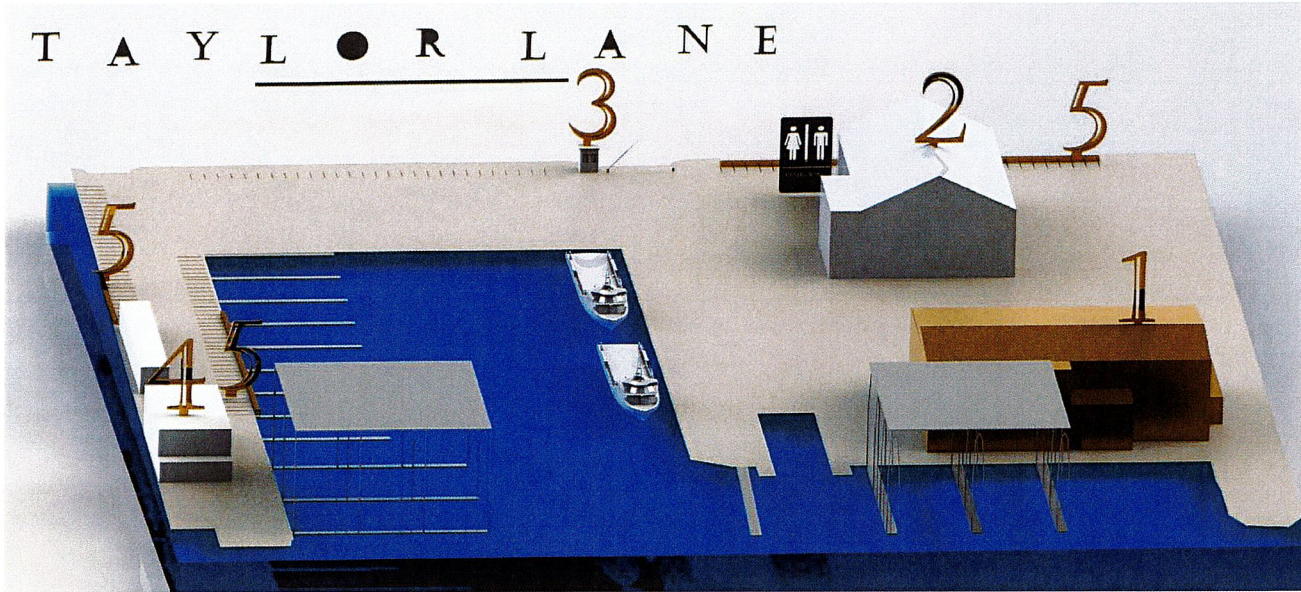
At Derecktor, we are dedicated to maintaining the highest standards of quality and safety in the construction, repair, and servicing of marine vessels.

Our Contractor Information Packet has been meticulously developed to ensure that all contractors working with us are well-informed and fully prepared to meet these standards. Below, we detail the key purposes of this packet:

- 1. *Clear Communication of Expectations:*** The packet serves as a comprehensive guide to what we expect in terms of performance, quality, and safety from all our contractors. Clear guidelines help prevent misunderstandings and ensure that all work is carried out to our specifications.
- 2. *Safety Regulations and Protocols:*** The shipyard environment poses unique risks and challenges. Our packet provides detailed information on safety procedures and protocols that need to be followed. This not only protects the workers but also ensures the safety of the shipyard environment and its operations.
- 3. *Streamlined Onboarding Process:*** By providing all necessary administrative and operational procedures upfront, the packet speeds up the onboarding process for contractors. This helps in quick and efficient integration of contractor teams into our work environment, minimizing downtime and confusion.
- 4. *Compliance and Legal Requirements:*** The packet includes information on compliance with local, state, and federal regulations that are pertinent to shipyard operations. This is crucial for avoiding legal issues and ensuring that all operations are carried out lawfully.
- 5. *Quality Control Measures:*** It outlines the quality control measures and standards that need to be adhered to, ensuring consistency and excellence in every project undertaken at our shipyard.
- 6. *Facilitation of Collaboration:*** Understanding roles, responsibilities, and processes facilitates smoother collaboration among various contractors and between contractors and shipyard staff. This mutual understanding is vital for the timely and successful completion of projects.

By providing this packet, we aim to create a cohesive, informed, and compliant working environment that upholds our standards of excellence and safety. We thank you for your commitment to these principles and look forward to a successful partnership.

Facility & Contacts



Facility Map

1. MAIN (SOUTH) BUILDING

- Derektor Office • Shipping/Receiving
- Stockroom • First Aid Kit

2. NORTH BUILDING

- First Aid Kit • Restrooms
- Painting Shop • Machining Shop

3. SECURITY & EMERGENCY EXIT

4. WEST BUILDING

5. CONTRACTORS PARKING AREAS

Contacts

Billing: 954-920-5756 ext. 122 or email gbrown@derektor.com

Accounts Payable: 954-920-5756 ext. 108 or email flpayable@derektor.com

Customer Service: 954-920-5756, ext. 155 or email office@derektor.com

Emergency: Dial 911

Yard Rules & Regulations

General Conduct

- **Safety First:** Always prioritize safety by following all designated safety protocols and wearing the required personal protective equipment (PPE).
- **Professionalism:** Always maintain professionalism. Harassment, discrimination, and any form of disrespectful behavior will not be tolerated.
- **Environmental Compliance:** Adhere to all environmental regulations. Dispose of waste properly and report any spills or environmental hazards immediately.

Operational Procedures

- **Access:** Contractors must check in at the designated security or reception area daily to receive access credentials and must display these credentials visibly while on the premises.
- **Vehicle Movement:** Observe speed limits and traffic signs within the yard. Park only in assigned areas and keep clear of operational spaces.
- **Restricted Areas:** Entry to restricted areas is prohibited without explicit authorization. Always adhere to signage and barriers.

Security Measures

- **Tool Control:** Use only your own tools, which must be logged and labeled. Random checks may be conducted to prevent theft or misuse.
- **Surveillance:** Be aware that surveillance cameras are in use throughout the yard for security purposes.
- **Reporting Incidents:** Immediately report any suspicious activity, security breaches, or safety incidents to yard management or security personnel.

Compliance and Enforcement

- **Alcohol and Drugs:** The possession or use of alcohol or illegal drugs on the premises is strictly prohibited. Contractors may be subject to random drug and alcohol testing.
- **Smoking Policy:** Smoking is allowed only in designated areas. Follow all posted signs and dispose of cigarette butts properly.
- **No Weapons Permitted:** The possession of weapons of any kind is strictly prohibited within the yard. This includes firearms, knives beyond pocket-size, and other items classified as weapons. Violation of this rule can result in immediate removal from the premises and potential legal consequences.
- **Consequences of Non-Compliance:** Failure to comply with these yard rules may result in disciplinary action, up to and including termination of the contract and legal action if necessary.

These rules are intended to ensure a safe, secure, and efficient work environment for everyone at Derektor. Compliance with these guidelines is mandatory for all contractors and their employees. Thank you for your cooperation and commitment to maintaining our high standards.

Contractor Requirements

Certificates of Insurance

All companies engaged in business at Derecktor must provide Certificates of Insurance showing Derecktor of Florida, Inc. as the certificate holder.

More information: www.derecktor.com/ddbinsurance

Invoice Submission Requirements

1. **Purchase Order (PO) Number:** Each invoice must reference the PO number provided by Derecktor. This is crucial for matching your invoice to our internal orders and approvals.
2. **Vessel Name:** Clearly state the name of the vessel associated with the services rendered. This helps in allocating costs correctly within our project accounting systems.
3. **Date of Issue:** Invoices must be dated with the actual date of issue. Backdating or future-dating invoices is not permitted.
4. **Project Manager's Name:** Please include the name of the Derecktor project manager overseeing your service. This information is critical for verification and approval purposes.
5. **Completion and Submission of W-9 Form:** A completed and signed W-9 form must be uploaded with your first invoice submission and then annually. A blank form will be provided by Derecktor, which you can complete and submit.
6. **Email Submission:** All invoices should be sent directly to flpayable@derecktor.com and carbon copy the project manager. This centralizes our invoice processing and speeds up the review and payment cycles.
7. **Format of Submission:** Submit all forms and invoices in PDF format. This ensures that documents are easily accessible and maintain their integrity during the processing stages.

By following these invoicing requirements, you help us maintain efficient and accurate financial operations. Your cooperation is greatly appreciated and ensures a smooth partnership.

Should you have any questions regarding these requirements, please do not hesitate to contact your designated project manager or our accounts payable department.

Contractor Agreement

Prohibition of Unauthorized Photography and Videography

At Derecktor, maintaining the confidentiality of our operations, clients, and proprietary information is paramount. As a contractor, you are required to adhere to our strict confidentiality standards. This includes not disclosing any information related to our projects, client details, or any operational activities observed or learned during the tenure of your work at our facilities, unless expressly authorized in writing by Derecktor management.

- 1. General Prohibition:** Contractors are strictly prohibited from taking photographs, videos, or any form of image recording within the premises of Derecktor without prior written authorization from Derecktor management. This policy is in place to protect the privacy and proprietary rights of our employees, clients, and the intellectual property of the shipyard.
- 2. Scope:** This prohibition includes, but is not limited to, all forms of digital and film photography, video recordings, and any other methods that result in capturing or recording images and activities within the shipyard. This applies to all areas of the shipyard, both operational and non-operational.
- 3. Purpose:** The purpose of this policy is to:
 - Protect sensitive and proprietary information.
 - Ensure the privacy of our employees and clients.
 - Prevent the unauthorized use of images or videos that could compromise our security or competitive position.
- 4. Pre-Authorization Process:** If there is a legitimate need to capture images or videos within the shipyard premises:
 - The contractor must submit a request in writing to Joel Shine, Chief Commercial Officer, at jshine@derecktor.com.
 - The request must specify the purpose, scope, and intended use of the images or videos.
 - Approval must be granted in writing before any photography or videography activities can commence.
- 5. Enforcement and Compliance:** Violations of this policy will be taken seriously and may result in immediate termination of the contractor's services and legal action if necessary. It is each contractor's responsibility to ensure that all their employees and subcontractors are informed about and comply with this policy.
- 6. Drone Use Prohibition:** Due to our proximity to airport facilities and stringent Federal Aviation Administration (FAA) regulations, the use of drones or unmanned aerial vehicles (UAVs) within or around Derecktor is strictly prohibited without explicit prior FAA approval and authorization from Derecktor management. This policy ensures airspace safety and compliance with federal laws, and any violations could result in severe penalties, including termination of services and legal action.

We appreciate your cooperation in maintaining the highest standards of privacy and confidentiality. Thank you for your understanding and compliance.

Contractor Agreement

Derecktor Florida Contractor Agreement

This Contractor Agreement (“Agreement”) is made and entered into as of Date: _____, by and between Derecktor Florida, hereinafter referred to as the “DF,” and (Contractor Name) _____, hereinafter referred to as the “Contractor.”

- 1. Scope of Work:** DF engages the Contractor to perform the work listed in the PO and/or on a provided work list to allow the Contractor onto the DF property to do so, provided Contractor agrees to the terms of this agreement.
- 2. Performance Standards:** The contractor agrees to perform the Work in a professional and skillful manner, adhering to industry standards for luxury yacht craftsmanship and in compliance with all applicable laws and regulations. All work performed shall be subject to DF’s approval.
- 3. Term of Agreement:** This Agreement shall commence on start date: _____ and continue until the completion of the Work, unless terminated earlier as provided herein.
- 4. Compensation:** (a) Derecktor agrees to pay the contractor for the completed Work in accordance with the payment terms specified in the PO. The contractor shall submit invoices for completed work to DF as described herein, Invoice Submission Requirements.
- 5. Independent Contractor Status:** The contractor acknowledges that it is an independent contractor and not an employee or agent of the DF. The contractor is responsible for all taxes, insurance, and other obligations related to its status as an independent contractor.
- 6. Insurance:** Contractor shall maintain adequate insurance coverage, including but not limited to general liability insurance and workers’ compensation insurance, as required by law and specified by DF. All insurance policies required by this Agreement, with the exception of Worker’s Compensation shall name DF as an additional insured. Prior to providing any services contemplated by this Agreement, Contractor shall provide DF with evidence of all insurance required hereunder. Send to coi@derecktor.com
- 7. Rules and Regulations:** Contractor acknowledges and agrees to comply with the rules, policies and regulations governing the DF facility. Failure by Contractor or any employee, independent subcontractor or agent of Contractor to comply with any posted rule, policy or regulation shall entitle DF to terminate this Agreement immediately, without notice.
- 8. Confidentiality:** The Subcontractor agrees to keep confidential all proprietary information, trade secrets, and any other non-public information obtained from Derecktor during the term of this Agreement and for a period of five (5) years after its termination.

Contractor Agreement

- 9. Indemnification:** Contractor shall defend, indemnify, and hold harmless DF and its affiliated and related entities and their officers, directors, employees, agents, successors, and permitted assigns from and against all claims, losses, and liabilities, violations of statutes, ordinances, orders, rules, or regulation of any governmental entity or agency, expenses including reasonable attorneys' fees arising out of or resulting from (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, negligent or grossly negligent acts or omissions of Contractor, its agents, invitees, guests, contractors, and assigned employees, including any action or inaction which causes any governmental investigation, fine, penalty or other damage; (b) the breach of any Service Work Order or any warranty or other claim brought by any third party resulting from services provided by Contractor; or (c) the failure of Contractor to comply with any Rules and Regulations of DF or any federal, state or local statutes, laws, rules, regulations or orders, including any environmental laws, employment laws, immigration laws or work safety laws.
- 10. Termination:** Either party may terminate this Agreement for cause immediately if the other party breaches any material term or condition of this Agreement. DF may terminate this agreement for convenience upon 7 days' written notice.
- 11. Severability:** If any clause, phrase or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, void or unenforceable in any jurisdiction, such provision shall be of no force and effect as to that jurisdiction, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 12. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and, where applicable, the Maritime laws of the United States.
- 13. Jurisdiction:** Any legal action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida, located in Broward County.
- 14. Entire Agreement:** This written agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment or modification of this agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Shipyard Contractor Agreement as of the date above.

Authorized Subcontractor Representative Date

Authorized Derektor Representative Date