

Mid-Atlantic Mariners Club

Newsletter

 Spring 2007

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The Skipper's Corner

Damon Hostetter
Jack Martin & Assoc.

As I stepped up to the podium on March 1st for our first Mid-Atlantic Mariner's Club meeting in 2007, I realized we had come a long way over the past 3 ½ years and change was in the air!

Through the diligent and hard work of a core group of Officers and Executive Committee members, we've seen this club through from its inception in 2003 to the present. With confidence I can honestly say we appear to have turned the corner. We obviously have staying power and I'm very sure the club is destined to thrive and move forward for many years to come. The reason for my optimism? The influx of "new blood" which stimulates fresh ideas and potentially challenges the way things have been done in the past. And so, it is with great pleasure that I have the privilege of announcing the new officers for 2007. I will remain as Skipper of the club throughout 2007 but it should be noted we've elected Charlie Simmons to be our first Skipper-Elect. Charlie will assume the duties of Skipper at the end of this year to assume this role in 2008. Helen Dierker has moved from Program Director to First Mate. Among other duties she is committed to improving our membership process and increasing the number of active members. Derek Rhymes

Mid-Atlantic Mariners Club Executive Meeting

By Christine Wilson, Hartge Insurance Associates and Helen Dierker, International Marine Insurance Services

On the morning of October 11, 2006, the Mid-Atlantic Mariners Club held the first executive meeting. This executive meeting was open to active paid members of the club. It was an interactive session where the MAMC officers solicited input from the membership on the shared vision, the existing mission statement and the strategy to achieve our goals.

Those in attendance included a broad spectrum of the Marine insurance industry; insurance company executives, attorneys, surveyors, agents, underwriters and claims professionals. Topics brought up for discussion included (1) the vision and mission of the club – are we in tune with the expectation and needs of our members? (2) membership and growth goals, (3) topic suggestions for upcoming programs, (4) elections of new Officers and the Executive Committee.

Those in attendance said they would like the club to continue to provide the networking opportunities that it does and the educational programs. Surveyors indicated that some of our programs already satisfy their continuing education requirements. When the attendees were asked if the MAMC should provide more training opportunities for the front line staff in their organizations, the answer was yes.

Many suggestions were given at the meeting for future Program ideas. Some of these topics were (1) Limitations of Liability, (2) Intro to Maritime Law, (3) Valuation of Salvaged Vessels, (4) Making boats and racing them at the summer crab fest. It was also suggested to have concurrent sessions with ABYC, IAMI, SAMS/NAMS, or to contact these organizations to get some ideas of beneficial speakers and topics. [\(continued on next page\)](#)

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2007 Holiday Party



In response to these suggestions a one-day training program with ABYC was scheduled for March 1st. It was intended to help insurance professionals understand the importance and applicability of ABYC standards as part of reviewing boat & yacht survey reports. It was a good refresher for the seasoned marine professional and extremely helpful for those new to the industry.



Damon announced at this meeting that Lindy Sloan had resigned as Event Coordinator after serving in that capacity for over 3 years. He stated that Lindy had done a fantastic job, but because of other obligations could no longer serve in this role. That position remains open at the time of this printing.



Our first annual Executive Meeting was very helpful in deciding the direction and strategies for the Club going forward in 2007. The MAMC has been very successful, far beyond the expectations of its Founders in 2004. The future looks bright for this young club as we continue to watch it evolve in a positive way.

If YOU want to become more involved, or if you are not a member and interested in joining our Club please contact us at mail@marinersclub.net or let any of our officers and/or executive committee know. There are several opportunities available. We look forward to seeing you at our next meeting!



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"A Current Thought"

*This issue's submission comes from an underwriter.



Underwriting the Boating Experience, by Alex Kripetz, Travelers Luxury Yacht

As a Yacht underwriter for a large insurance carrier, I find industry newsletters often provide a very down to earth, realistic view of what the different people that make up our business are thinking. On that note, a recent edition of a newsletter geared towards yacht crew had an interesting article resulting from a sit-down meeting with paid captains. These captains complained that insurers "just don't understand" the business and decline captains on large megayacht risks for experience reasons. It caused quite the stir in the megayacht insurance community; the article was quickly e-mailed around and phone calls ensued, with a prominent yacht insurance agent in Florida penning a well-written response based on his conversations with underwriters in the industry, and speakers at a recent seminar during the Miami Boat Show even spoke about the article.

After reading all of this I couldn't help but think about the countless times over my brief 6 years in the insurance industry that I've had to decline a submission over the insured's operating experience not giving me a comfort level with the risk. From 40' sportfishers to large megayachts, both owner-operated and professionally captained, it's inevitable that an issue similar to the following will come up: the insured is purchasing a 47' Trawler in the \$1m range and the largest boat owned/operated to this point is a 29' sportcruiser (and ah, yes, he's closing today). He bought it because he's got some money to spend, will hire a captain to teach him the ropes in the beginning, and it's a very important overall account or valued agency partnership. What do you do?

Before I suggest an answer to that, I like to think back to my "pre-insurance" life as a marina manager. The marina had about 200 slips, and ran the gamut as far as types/sizes of boats, from every type of motorboat to sailboats large and small. I was there 1995-2001, and a lot of people were making a lot of money in the stock market (remember those tech stocks?), and that would be reflected in the new purchases that would show up for dockage in the spring. One particular instance that sticks out in my mind, I had a customer who had owned boats for about 4 years and was currently enjoying his 26' sportcruiser (the manufacture and last name of the boater shall remain anonymous to protect the over-confident). He never minded telling me how great he was doing with money, and the following February he hit the Atlantic City Show, met some dealers, and wound up calling me requesting a larger slip for his new 42' sportcruiser that would be pulling in around April. Little did I know that a tiny "underwriter" was born in me that day; I knew this cocky customer of mine was going to bring this boat in himself and it was not going to be pretty. 16' jump in size. We've all seen worse, right? Well fast-forward to April, it's a windy day as that time of year tends to be at the shore, the current is running since the marina is close to an inlet, and I'm going about my work day with my staff. We kept hand-held VHF radios on us, because our boaters would hail us if they felt they needed a hand pulling in to their slip. A call comes in to us, and the voice on the other end sounds a little more frantic than we were used to hearing. We head out to the main bulkhead, and there's that 42' coming up the main fairway sideways. Turns out that my confident customer was accustomed to how his 26' responded when making turns within the marina, and did not realize how the weight difference in the 42' was going to affect his maneuvering under windy conditions. Not enough throttle down, so he found himself in a position he was not sure how to get out of, and the wind/current wasn't helping. We kept boats on the end of the docks (called the 'T-heads"), and he was rightfully fearful he was going to collide with one. So now we're running from dock to dock trying to figure out where he's going to end up, and finally he gets close enough to a vacant "T-head" dock that we instruct him to do his best to get it close, ease on the reverse, throw us a line, and we'll do the rest. He gets close, now *overestimates*

Continued on next page

how much gas to give it, lurches back in reverse, then overcompensates forward, and sends his bowsprit/anchor combo careening into the yacht he was supposed to dock next to. Thankfully nobody was onboard the other boat, and after we finally tied him up we surveyed the damage and concluded "Hey, that's what you have insurance for".

I could go on and on about the all too many times boats were bumped, tempers flared, wives yelled at, power/water pedestals on the docks knocked over (the larger sailboats were known for this coming in bow first, and I had the fun job of repairing the pedestals), most by boaters who got in over their heads with the size of the boat they decided they had to have right then and there.

So back to my initial insurance example of a submission received with the insured jumping up to a 47' Trawler. What to do? Two common pieces of information I receive under these circumstances:

- "**He's hiring a captain to train him and will receive a sign-off letter**". Do you go with this? That's a tough one, I've personally yet to see a captain not sign off on someone, and the captains I knew in my marina days relied on good word of mouth to get them that next training gig, which was a nice way to make side money. Will a client keep paying a captain for more lessons if the captain is not comfortable? Would the captain want to offend a local client by not signing off and risk that good word-of-mouth advertising along the docks? On the other hand, would a captain want to possibly risk their reputation by signing off on someone they're not comfortable with? Many ways to look at it, so I'm probably going to need more than that.

- "**He's operated his friends' boats before in this size range**". Hmmmm, that's a common one, but can I really assume his friend let him do more than run it in open water? The owners I've seen tend to make sure they're at the wheel when it comes time to dock it or maneuver in tight spaces.

Personally, when it comes to large boat size increases I prefer scenarios where someone grew up in a boating family, and the family boats were more in the size range we're looking for. Or maybe they've been bareboat chartering for the past several years in the size range they're moving up to, combined with solid smaller boat ownership. Let's not forget that an 18' jump in size may be relative to the size range we're looking at. I'd feel better (not great, but better) about someone moving from many years with a 41' to a 59' than I would about the 29'-47', as the 41' boater probably has a better understanding of larger yacht handling and used to wider beams, heavier weight, etc., and may even prove to be someone who has been in the boating game longer than someone moving up from a boat in the 29' range. How many years total boat ownership (how "salty" are they)? Where are they using it? No easy answer to this issue, and of course every submission has its own twist or circumstances. One thing's for sure, it's an important piece of the submission process just about anywhere you go to get boat insurance, and underwriters will have to keep making decisions whether to pass on them or find a way to write the ones that are close enough to get a comfort level with.

There's my "current thought" from the desk of an underwriter, we would love to hear other current thoughts from agents, claim handlers, attorneys, surveyors, etc., for future newsletters. You can submit them to me at akripetz@travelers.com. Preferring to stay anonymous will not be an issue.

One last footnote to my marina days, the year was 2001, and when word got out to my customers that I was leaving to be a yacht underwriter, one of my boaters who I had always gotten along with well stopped me and said "I've always wondered who the jerks are that decide they don't want to insure your boat. Do yourself a favor and don't tell anybody what you do." (true story, I remember it to this day word for word). Ahhhh, my journey into insurance was about to begin.

Attention current Mid-Atlantic Mariners Club Members!

It's time to renew your membership, so if you haven't done so already please send in your renewal form and dues. We appreciate the ongoing support!

("Skipper's Corner" continued from page 1)

has assumed the challenging role of Program Director for 2007. His enthusiasm is evident and I'm sure you will enjoy a robust agenda of stimulating meetings throughout the year. Christine Wilson remains our Yeoman. Christine does a fantastic job of keeping the officers on track to meet our commitments to the Club. Alicia Shaffer remains our Purser and in addition to volunteering to a myriad of club details, keeps our financial records in order and the club operating in the black. Sue Bonner will continue in her role as Assistant Program Director, coordinating all efforts associated with capturing the Program and Speakers for our quarterly events. While not an officer, Alex Kripetz has become very active in our monthly meetings and together with Helen and Christine have dedicated themselves to publishing the first rate MAMC newsletter you are now enjoying! Dirk Schwenk has also been working with the club on a regular basis to improve and update the Clubs website. If you haven't logged on recently (www.marinersclub.net) I would encourage you to do so.

This core group will bring you many new changes and innovations in 2007. First and foremost, the number and content of the programs will change. We will be moving to 5 programs this year with the first full day educational program already have taken place. And, if you missed our first meeting on March 1st, you unfortunately missed a good one! Roughly 1/3 of the attendees had never been to one of our meetings previously. I took that as a very positive sign that our Club is moving toward the goals set forth in our Mission Statement at the Clubs inception; to perpetuate marine professionals by providing useful hands on training for the folks on the "front line" of our highly specialized business. Based on feedback received, we hit the mark and attendees were treated to an excellent program on ABYC standards presented by Derek Rhymes from All Boat & Yacht Inspections, LLC. and Eric Johnson, Technical Standards Manager of ABYC.

Our regular spring program is well into the planning phases and will be held on April 10th at the Calvert House in Annapolis. The topic will be Salvage Liquidation & Disposal. Our summer crab feast, a fun event you surely won't want to miss, will be held for the third year at the Kent Island Yacht Club on Thursday, July 12th and our big fall boat show meeting will be on Wednesday, October 3rd just prior to the Annapolis International Sailboat Show. Our final meeting of the year will be in December. We are currently exploring the idea of moving the venue to a new city for a gala holiday celebration and meeting.

My purpose in detailing these changes is more than just to keep you informed. It is to once again encourage you to consider becoming an active member by volunteering

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What's Shakin?



Maryland-based Hartge Insurance Associates recently welcomed a new agent to their office, Sandy McDonald.

Travelers Luxury Yacht recently moved to a new office, they remain in Edison NJ.

The Philadelphia-based law office of Lucas & Cavalier recently added Matthew S. Marone as a partner to the firm.

AIG Private Client Group recently hired Sue Bonner and Craig Dunstan as Yacht Underwriters.

Certified Sales/YachtSalvage.com recently opened an office in Hertfordshire, England to service their European marketplace.

Markel Marine has introduced a new web-based boat insurance product.

In Mid-Atlantic Mariners Club News, Helen Dierker of International Marine Insurance Services recently accepted the position of First Mate, & Derek Rhymes of "All Boat and Yacht Inspections LLC" recently accepted the position of Program Director.

"What's Shakin", was designed in the spirit of the Club to keep the many different companies and businesses that make up our industry on top of what's going on across the board.

We are looking to you, the industry folks to let us know of things like new hires, retirements, promotions, misc (New partnership? New owners? Did you move? Opening new offices?) We would love your submissions to help create an interesting read for all of us.

Interested parties should send their news via e-mail to Alex Kripetz: akripetz@travelers.com

Mid Atlantic Mariner's Club Upcoming Events:

April 10th, 2007: Spring program titled "Salvage Liquidation & Disposal" will be held on Tuesday, April 10th at 1:00 pm at the Calvert House in downtown Annapolis, Maryland. More details to follow via e-mail to our distribution list, representatives from the marine salvage industry will be speaking.

July 12th, 2007: Kent Island Yacht Club, Chester MD- details to follow via e-mail, Summer Meeting/Program, and of course the Crab Feast!

October 3rd, 2007: details to follow via e-mail, Fall Program/Reception

Interested in getting on our e-mail mailing list for upcoming events, newsletters, etc? Send an e-mail to mail@marinersclub.net with a simple request and we will be happy to add you on!

("Skipper's Corner" continued)

on one of our committees and/or suggest a new role for an area we've not thought of or explored. The feedback I received after our March 1st meeting was the topic was "spot on" but why couldn't we get CE credits? This is a very worthwhile endeavor and certainly could have been accomplished had we a few more people to assist. So I would encourage you to take an inward look to see if you couldn't devote a few hours a month to help make your club truly exceptional. As of this writing we are seeking a volunteer to fill the role of Social Chairperson. Could this be your calling?

Wishing everyone a very successful, profitable, and hurricane-free 2007!
Damon Hostetter

Can Classification Societies Be Directly Liable To Third-Parties?

By: Charles L. Simmons Jr.**



In a recent opinion, Chief Judge Benson Everett Legg of the United States District Court for the District of Maryland reviewed the law concerning liability of classification societies to third parties. In Re: Matter of the Complaint of Eternity Shipping, Ltd. and Eurocarriers, S.A. for Exoneration from or Limitation of Liability, 2006 WL 2422705 (D. Md. 2006). While classifications societies are more closely associated with commercial, "blue water" vessels than recreational boats, there are significant similarities between the responsibilities of classifications societies and the

responsibilities of marine surveyors. Judge Legg's decision may provide some clarity on the murky issue of whether and under what circumstances a marine surveyor can be liable to persons other than a vessel owner.

Eternity Shipping concerned whether the American Bureau of Shipping ("ABS") could be held liable for an allegedly negligent survey of a crane and related gear installed on the bulk carrier M/V LEON I. As a "classification society," ABS establishes technical standards for ships and other marine structures. ABS also inspects marine structures to determine whether they are in compliance with its published standards.

ABS's surveyor inspected the ship-side cranes aboard the M/V LEON I and issued certificates stating that the cranes were in satisfactory condition and met ABS's standards. On July 29, 2000, while docked in Baltimore, one of the ship's cranes was used to hoist two seamen in a work basket. The seamen were lowered to the edge of one of the ship's holds so that they could clean caked sugar from the coaming of one of the deck hatches. According to witness testimony, the angle of the crane exceeded its safe limits when the seamen were lowered into position to perform their work. The crane's "luffing wire" (the wire used to raise and lower the crane) snapped and the crane's jib fell toward the vessel's deck. The work basket struck a deck hatch cover and the workers were killed. The ship's crane also struck and damaged a shore-side crane. Further, the incident contaminated the ship's sugar cargo. Subsequent investigation revealed that the luffing wire was frayed and otherwise damaged before the incident.

The mother of one of the deceased seamen and the owner of the shore-side crane (the "Third-Party Plaintiffs") brought suit against ABS. The Third-Party Plaintiffs alleged that ABS was negligent in performance of its inspections and certifications of the cranes on the M/V LEON I and that ABS was liable for damages. The Third-Party Plaintiffs claimed that ABS would have found the damaged luffing wire if it had conducted a proper survey and inspection.

In a lengthy opinion, Judge Legg found no legally sufficient cause of action against ABS. Judge Legg noted that courts are reluctant to impose third-party liability against a classification society because the nature of the society's undertaking is to conduct an inspection only for the vessel owner, not the public in general. The court confirmed that the obligation to maintain a seaworthy vessel is on the vessel owner, and the owner cannot delegate this duty to a classification society.

While there have been court opinions holding a classification society liable to a vessel owner for failure to notify the owner of defects, Great American Ins. Co. v. Bureau Veritas, 338 F. Supp. 999 (S.D.N.Y. 1972), there is very little law in the area of whether classification societies can be liable to third parties. In fact, Judge Legg noted that the Third-Party Plaintiffs offered no law to support that a classification society can be held liable under common-law theories of negligence. The court then rejected the Third-Party Plaintiff's contention that ABS was liable for negligent misrepresentation -- there was no evidence that the Third-Party Plaintiffs relied on ABS's survey or certifications.

Judge Legg also rejected the contention that ABS was liable under the Good Samaritan Doctrine.

Continued on next page

Under the doctrine, a party who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of a third person or his things can be held liable in certain circumstances. However, in this case, the court found that there was no evidence that the owner of the M/V LEON I relied on ABS's certification and inspections in the context of protection of its seamen. Finally, the court rejected Third-Party Plaintiff's assertion that ABS was liable under the implied warranty of workmanlike performance. This "warranty" is implied in many marine contracts. However, the court found that unlike the work of other marine contractors, the work of a classification society does "not create defects or dangers on a ship." Therefore, the court refused to extend the implied warranty to the work of ABS. There is an important exception to this rule. When a marine surveyor takes a more active role, e.g. the oversight and direction of the stowage of cargo, that surveyor may be liable to third-parties under an implied warranty theory.

In sum, it is difficult for a third-party to directly impose liability against a classification society, and by analogy a marine surveyor. However, Judge Legg's opinion does not address whether the classification society could have been liable if the owners of the M/V LEON I had brought a claim for contribution and indemnification against the actions of the seamen and shore-side crane owner. This question is left for another case.

*****Charles is a partner at the Baltimore and Washington, D.C. firm of Gorman & Williams whose practice includes recreational and commercial marine insurance, transactions and disputes. Gorman & Williams represents one of the parties in the Eternity Shipping matter whose claims are not resolved by the court's opinion.***

Miami International Boat Show and Yacht/Brokerage Show



The Miami International Boat Show/Yacht & Brokerage Show recently wrapped up. Nasty snowstorms/airline problems in the North and cooler weather than normal in FL may have contributed to what felt like a lower-than-average turnout for the show, however many of the big names were there and the dealers and brokers were ready to sell to the people who made it over. Of course many of the "usual suspects" we all know in the yacht insurance industry could be found making their way between the four locations. Also going on at the nearby Alexander Hotel was a very well-done seminar hosted by Ashmead & White Consulting Inc. titled "Super-Yacht, Future-Shock", in which the speakers consisted of insurance brokers, a maritime attorney, a yacht disease expert, and the CEO of Seakeepers. Insurance/megayacht issues were discussed, and I came away hoping that this seminar continues on next year with even more attendance and enthusiasm. Looking forward to next year with a little more sun! – Alex Kripetz

The Association Experience, by Patricia Kearns, Marine Risk Evaluation Group, Inc.
pkearns@boatsupclose.com or pkearns@marineXperts.com

While sharing my experience of the December MAMC meeting with a colleague in my Florida hometown, she asked this question. "Why do you get involved with so many associations, especially one in Annapolis (MAMC), when you live and work in Florida?" First of all, I love the "association" experience but, most of all, I have benefited from associating with my professional peers in ways too numerous to count, one of which is that so many of them have moved from the classification of "peers" to that of friends. That alone speaks volumes to the value of these activities. So, I thought I would try to shape some thoughts about this for the MAMC newsletter. As I began, I realized that I already had the message. I'd written it as the "keynote" address to the Colorado Marine Trades Association for delivery at their annual meeting seven years ago. In addition to the pride I felt at being invited to sound a "key note" for this important event, I also felt a special responsibility. What follows is the crux of that address and, in reading it over, I see that it's timeless and I could have written it yesterday. So, pretend I'm writing it for you, the members of MAMC. Remember that some of the events in the keynote address occurred over seven years ago.

Whenever I am asked to come before an audience like this, I feel like a priest getting ready to work on Sunday's homily. What message should this event carry? What do you need from me? What can I say or do to have you go away from this meeting with something that you can use in your work tomorrow? Sometimes, I think I should simply stand before you and ask you that question, rather than presume that I have something to say that I think you should hear but I was asked to present a "keynote" address. When a composer of great music sets the "keynote" for a new piece, he is establishing the foundation for the entire work, a critical step in how the entire piece, whether it is to be a symphony or a song, will sound, from beginning to end. Determining the "keynote" is the first and most important step in the composer's process. So, what do I say? I need that "key" note to begin. Using that analogy, I thought long and hard about what this evening's keynote should be.

I've attended several events in the past year that have been building a focus for this time with you. Boating Week in Orlando and ABBRA's fall conference, both provided plenty of food for thought and then there was IBEX, which is the most intensely energetic gathering of the clan that I attend each year but none of those major industry events had the impact of my experience at a meeting of a regional marine trades group where the keynote rang out loud and clear.

I'd been meeting with Jim Bronstien, then the president of Rybovich Spencer in West Palm Beach and the new president of ABBRA. He and I were strategizing goals for ABBRA. A day with Jim always brings the bonus of a chance to talk with Rybovich Spencer's vice-president, Bill Yeargin whom some of you may know from his writings in marine industry magazines.

When it came time to break for lunch that day, Jim suggested we could attend a luncheon meeting of the Palm Beach County Marine Trades Association at the Sailfish Club. Well, I'm in heaven at industry association functions. They fuel my energy and provide inspiration for my own work with ABBRA. The meeting would also give me a chance to see and hear about the marine industry association environment in South Florida and the view from the Sailfish Club's dining room was another bonus.

In that part of the boating world (Florida), you can't really go anywhere without hearing about the plight of the "manatee" and its impact on the marine industrial community. Discussions are lively, to say the least. This teddy bear of the sea has generated tremendous conflict for the Florida marine industry and for all those with an interest in keeping boating a viable recreational option. In some thinking, "saving the manatee" has become synonymous with stamping out boating as we know it. So, you might well ask, what does that have to do with a marine trades association in Colorado? Plenty. There is a "manatee" in every marine industry meeting room in every state. In the northwest Pacific coast states, the "manatee" is "salmon;" in the Chesapeake Bay, it's boater "poop" (no discharge); in California and Nevada, it's CARB (engine emissions); what is it here? Every boating community has a "manatee."

Now we get to the first sounding of that "keynote." The speaker for the Palm Beach County group ended his presentation and sought comments and questions. A young fellow in a yellow T-shirt who identified himself as a Sea Tow towboat operator raised a hand. His name is Will Beck and he told a story. In it was the "keynote" I was looking for.

Continued on next page

Will is interested in what is happening on the waterfront in Palm Beach County. He was attending a local planning meeting and, when the meeting was over, he approached the mayor of Riviera Beach. Will pummeled the mayor with questions about a proposed rezoning of parts of the town's waterfront that could eliminate marine industry direct access to the waterway. As part of his effort to convince the mayor of how important the marine trades were in the local picture, he told the mayor about the PBC marine trades group. He told the mayor there were hundreds of members of that association who had vested interests in decisions about waterfront uses and development. He told the mayor that there were other marine industry associations in Florida, one of which has 800 members (Marine Industries Association of South Florida [MIASF]). He told the mayor that the marine industry employed hundreds of thousands of people, brought millions of dollars into the local economy and emphasized that there was still no accurate way to measure the widespread impact of recreational boating dollars on the region's economy. He told the mayor that the recreational boating industry in Florida generates more "product" than citrus. Will was passionate and he continued to tell the mayor about all the ways the marine industry impacted the vitality of the local and regional economy. When he was finished, the mayor spoke. "Mr. Beck, if all you say is true, then why don't I fear you?"

"Why don't I fear you?"

Why is it that the mayor of Riviera Beach, FL, located right on the Intracoastal Waterway, in the heart of boating activity in Florida, and his governmental structure, does not fear the marine industry? He can't see it. He doesn't see you. He doesn't recognize the marine trades as part of his constituency. What has all this to do with my search for the right "keynote?" It is precisely on key. The mayor of Riviera Beach is not alone in having no fear. Why? He sees the manatee and that's because the manatee has a huge, loud, organized, well-funded, united constituency looking out for its interests. Do the marine trades have that? Do you have that united empowerment to represent the marine trades in issues that impact your day-to-day business operations? Do you have the power to deal with your "manatee?" Of course you do but is it big, loud, organized, focused, united, and well funded? Is it visible? Can those who might betray your interests see you? There it was; the "keynote."

VISIBILITY. UNITED VISIBILITY. WEALTHY VISIBILITY. INFLUENTIAL VISIBILITY. BIG, LOUD, AND EVER PRESENT.

As we know from political campaigns, that visibility costs lots of money.

It's been my experience that the marine trades have traditionally been too busy in the past to unite. Mostly, the marine trades have been too busy surviving. Today, we're too busy because circumstances, not necessarily related to our own business acumen and professional expertise, have brought us incredibly prosperous times. We don't have even have time to enjoy our prosperity. We're simply too busy being prosperous. We have more work to do than people to do it. Our customers wait a long time for our services in some cases. So, we don't see much need to seek or pay much for a unified presence, a voice for our interests.

It's proven that when times are tough people unite to a common cause and that's when trade associations, any kind of association, flourish. Their members come together to solve problems. It's also proven fact that "without emergency, there is no energy." So, what is the emergency now? It's the preservation of our prosperity and it's the preservation of boating. What's the "keynote" to accomplishing that? "Association." Your association. For years, the National Marine Manufacturers Association has been the harbinger of a movement to "unite the industry for success." That movement was the "keynote" of the events surrounding Boating Week in Orlando. ABBRA was a partner in Boating Week but we had little other presence there, as I had difficulty convincing my board that the events at Boating Week directly impacted ABBRA members. They were TOO BUSY! After all, isn't Boating Week (ex IMTEC; now also among the "ex's") all about new boats and "stuff?" What would it have to interest guys who run boatyards? That's not an unusual attitude in this fragmented "industry." Think about it. Do marine insurance agents think of themselves as part of the marine industry? Bankers? Sailmakers?

It was not the first time I'd had the opportunity to meet the directors and managers of other marine trade associations. LEGCON, also a brainchild of NMMA, is held in Washington each spring. Once again, I was part of that united presence. It is powerful. It is energizing. In this union we recognize the symptoms of emerging emergencies, and impressive the power of visible "association." OK, you're all here. Being here means that you already value your affiliation with your association. Is being an active and enthusiastic member of CMTA

Continued on next page

enough? Absolutely not. Your association needs to grow to hold the power of its voice in your interests. As Napoleon put it, "God favors the big battalions." Battalions are made of up segments, each having a special purpose, such as an especially skilled squadron.

The world of marine industry associations is like a battalion, lots of segments, like CMTA, with local missions, or ABBRA, with a national mission, or ABYC, with a safety mission but those are not isolated from the whole ballation's purpose. What our subset of the marine industry, marine trades associations, has as its mission now is to unite under that battalion umbrella, to work together toward the common good.

This is the only way you can ensure that you are "visible," and feared by the mayor of Riviera Beach, Florida, so to speak. The "keynote," the "pitch," is that you need to commit to the growth of your associations, MMTA, ABBRA, et al, to the extent that your direct support and the support you provide when you recruit others to join your association is "key" to your survival and prosperity. Ask yourself if the mayor of your town, the governor of your state, your legislators "fear" you. Do they even see you? If members of the marine industry don't look out for themselves through their associations, no one else will. Marine trades associations are getting good things done for themselves and others. Partner with every trade association you can afford to support. They are the most powerful tools of your trade, and the cost of associating with them is cheap relative to the money you'll pay for, let's say, a new software package for your computer or a tool for the shop.

The "keynote" here? Association. I congratulate you for your association with CMTA. One more thing; Robert Fulghrum, author of the book *Everything You Ever Needed to Know You Learned in Kindergarten*, had shining words to describe the golden rule of this "keynote" address. He said, "When you get ready to cross the street, hold hands and look both ways." So, all of you, hold hands by partnering with your associations. That will give you the power of looking "both ways."

While the foregoing is in the context of the Colorado event, Helen Dierker proved to me its timelessness recently when she told me she'd attended a MTAM (Marine Trades Association of Maryland) meeting. She said she was amazed at the resources available in that association. There's an alphabet soup of acronyms for the various marine groups in which you can be a part. Reach out. It's good for all of us. Almost every one of these groups' names has the word "association" in them. The common denominator is "marine." We're all in the same boat.



Advertising Information

This second edition of our MAMC newsletter will be distributed to all of our Club members, numerous non-members, and marine-related businesses. For those interested in advertising in an upcoming issue, we will be offering the following space on a per-issue basis:

Full-Page Ad: \$250

Quarter-Page Ad: \$125

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Interested parties please send e-mail to the following address:
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Annapolis MD 21401

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Newsletter Article Submissions

*Would you like to write an article for an upcoming edition of this newsletter?
If so, please send it to the e-mail address above along with your contact
information, and the newsletter committee will be happy to review.*

Acknowledgements

MAMC Officers

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Randy Renn	Accredited Marine Surveyor AMS®
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Mid-Atlantic Mariners Club

APPLICATION FOR INDIVIDUAL MEMBERSHIP

Mid-Atlantic Mariners Club members in good standing must sponsor your application. Membership dues of \$100 must accompany this application. Please mail back application and payment made out to "Mid-Atlantic Mariners Club" to: MAMC, PO BOX 709, Annapolis MD 21401. You will then be contacted regarding membership.

Name: _____

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____ Web Address: _____

Job Title or Description: _____

Describe your involvement in the Marine Industry: _____

Why do you want to be a member of the Mariners Club? _____

What name would you like on your badge? _____

Would you be interested in serving on committees or the leadership of the club? _____

1st Sponsor Name: _____ Signature: _____

2nd Sponsor Name: _____ Signature: _____

Applicant Signature: _____ Date: _____

Approved by: _____ Date: _____

Dues Paid: _____ Check No. _____



Mid-Atlantic Mariners Club APPLICATION FOR CORPORATE MEMBERSHIP

Mid-Atlantic Mariners Club members in good standing must sponsor your application. Membership dues of \$_____ must accompany this application. (\$500 for 10 or less employees, \$1,000 for over 10 employees). Please mail back application and payment made out to "Mid-Atlantic Mariners Club" to: MAMC, PO BOX 709, Annapolis MD 21401. You will then be contacted regarding membership.

Company Name: _____ Contact Person: _____

Mailing Address: _____

Phone: _____ Fax: _____

E-mail Address: _____ Web Address: _____

Job Title or Description: _____

Describe your involvement in the Marine Industry: _____

Why do you want to be a member of the Mariners Club? _____

Initial list of your employees:

Name: _____ e-mail: _____

What name would you like on your badges? _____

Would anyone in your firm be interested in serving on committees or the leadership of the club?

1st Sponsor Name: _____ Signature: _____

2nd Sponsor Name: _____ Signature: _____

Signature of contact person: _____ Date: _____

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