

NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

AGREEMENT MADE this _____ day of _____ 2012, by and between the **Bustins Island Village Corporation**, Bustins Island, Maine (BIVC) and _____, Captain-Manager of the BIVC ferryboat (Employee); and

WHEREAS the Employee and the BIVC have entered into an Agreement dated the _____ day of _____ 2012 for services pertaining to the operation of the BIVC ferryboat (Lilly B) from South Freeport, Maine to Bustins Island, Maine and return; and

WHEREAS under the terms of said employment agreement, the Employee is to deliver a fully executed Non-competitive and Non-disclosure Agreement;

NOW THEREFORE, it is agreed between the parties as follows:

1. Employee agrees that in consideration of one dollar (\$1.00) and other good and valuable consideration, the Employee will not directly or indirectly engage in the ferry business or be employed by any person or corporation engaged in the ferry business within a radius of five (5) miles from Bustins Island, Casco Bay, Maine during the term of employment and for a period of one (1) year following the termination of said employment with the BIVC. Ferry business shall mean the operation, participation in as captain, crew, or owner of any ferry or boat used to transport people, freight, or mail, including the contract for the same or any activity incidental thereto.
2. This Agreement does not in any way forfeit Employee's ability to make his/her livelihood within the State of Maine as the operator of a boat in the bay inasmuch as, during the agreed restricted time, Employee can be gainfully employed as a boat operator for other than ferry purposes or for boating services outside of the radius area.
3. Employee expressly covenants and agrees, which covenant and agreement is of the essence of this contract, that upon the termination of his/her employment that he/she will surrender to the BIVC in good condition all records kept by the Employee containing information that pertains to the operation of the Lilly B, including the names and addresses of customers or passengers. Employee further covenants that at no time during the term of this Non-competition and Non-disclosure Agreement will he/she either directly or indirectly make known or divulge the names or addresses of any of the customers or passengers on the Lilly B or contact former customers or passengers for the purpose of soliciting, diverting, taking away or attempting to take away the business of the BIVC during the period of employment with the BIVC and for the period of one (1) year following the termination of said employment.

4. Title to all of Employee's records, documents and papers of every kind and nature pertaining to the ferry business of the BIVC and the Lilly B shall remain with the BIVC at all times.
5. Employee shall promptly forward to the BIVC all correspondence, mail and documents received by the Employee during and after the termination of employment that relate to the operation of the Lilly B ferryboat.
6. The BIVC shall have the sole and exclusive right to use the name "Lilly B" and the Employee agrees that he/she will refrain from using said name or any names substantially similar thereto, except in the course of winding up the affairs of the BIVC upon termination of employment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

CAPTAIN-MANAGER
BIVC FERRYBOAT

BUSTINS ISLAND
VILLAGE CORPORATION

(Signature)

(Signature)

(Printed Name)

(Printed Name and Title)

Witness:

(Signature)

(Printed Name)