

(AFFIDAVIT OF SUBSTITUTE CUSTODIAN)

DISTRICT OF _____
UNITED STATES OF AMERICA

_____, being first duly sworn, deposes and says
(Custodian/Affiant)

that:

1. He is familiar with the Defendant vessel, at least to the extent of her size, type, construction material and apparent condition, and believes that he has adequate facilities and supervision for and can safely keep said vessel in place of the U. S. Marshal during the pendency of this suit and until further order of the Court, and in this regard, affiant states that he will perform the following services for said vessel during his custodianship:

(Describe services, as, for example, provide dumping, provide firewatch, gangway guard, periodically inspect mooring lines, etc.)

_____.

2. The total charge for said services, excluding towage arranged for or performed by affiant (which itself should not exceed the sum of \$_____), will be the sum of \$_____ per _____ (hour, day, or month).

3. Affiant has adequate liability insurance [or assets] adequate to respond in damages for loss of or injury to the Defendant vessel during said custody. Affiant has presented the aforesaid proof of insurance to the U.S. Marshal.

4. Further, affiant agrees to accept substitute custodianship of the Defendant vessel, her engines, tackle, apparel, furniture, equipment, etc., in accordance with the Order Appointing Substitute Custodian.

5. All costs and expenses incidental to the keeping of the vessel will be paid by the moving party. The U.S. Marshal does not assume liability for any acts of the substitute custodian or any costs incurred incidental to this Court appointed custodianship.

6. I declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the foregoing is true and correct.

DATED: _____

Signature