



MARINE TOWING OF PORT CANAVERAL, LLC

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PORT CANAVERAL, FLORIDA

RATE SCHEDULE TERMS AND CONDITIONS

BASE RATES

VESSEL GRT

20,000 & UNDER	\$3,300.00
20,001 – 25,000	\$3,750.00
25,001 – 30,000	\$4,200.00
30,001 & ABOVE	\$4,820.00

Per Tug - First Two Tugs Used

All vessels 30,001 or greater shall be charged the base rate above of \$4820.00 plus \$155.00 for every 1,000 GRT or fraction thereof thereafter.

Base rates above discounted with a signed agreement for service over an extended period.

Contractual discounts will be honored provided invoices are paid within thirty days from the invoice date. Additionally, invoices not paid within thirty days from the date of issue may be charged 1.5% interest per month from billing date. After sixty days, unpaid invoices may be turned over to attorneys for collection. Attorney fees, court costs and any other expenses relating to the collection of delinquent invoices will be for the account of the vessel.

SERVICES: Docking or undocking Base Rates are based upon the completion of the job within one & one half (1.5) hours. Docking time begins when the tug reports alongside the vessel. Shifting or undocking time begins when the tug is ordered to be alongside the vessel. Finish time is when the tug is released from the vessel (see Additional Time for excess charge).

Docking and undocking shall be defined as a service rendered to assist a vessel using her own propelling power. Barges and ships without motive power shall be charged at the rate of one and one half (1.5) times the Base Rate.

Shifting from berth to berth within the port and berth to anchorage shall be charged at the rate of one and one half (1.5) times the Base Rate.

Barges with tugs secured in the notch will be charged at the Base Rate. Barges with tug not in the notch and all others will be charged one and half (1.5) times the Base Rate.

FUEL SURCHARGE: A fuel surcharge may be assessed on Base Rates and work performed on an hourly basis and will not be subject to discount.

ADDITIONAL TIME: Jobs requiring more than the allotted time will be assessed an additional charge of \$1,350.00 per hour in quarter hour increments.

OUTSIDE JETTY SURCHARGE: When a tug is requested to meet or accompany the vessel on a docking, undocking or to anchor, standing by or working on an hourly basis, there will be an additional fee of \$950 per tug for going beyond the harbor entrance jetty breakwater. If tugs are required to work beyond the entrance jetties for over one (1) hour, an additional fee of \$1,350.00 will be assessed on an hourly basis with a one (1) hour minimum and thereafter in five (5) minute increments until returning inside the jetties.

OVERTIME: For services performed on weekdays (Monday through Friday), after 4:00 PM and before 8:00 AM, all weekend and holidays, there will be an additional charge of 35% on Base Rates and work performed on an hourly basis.

CANCELLATIONS: When a tug reports to the location ordered or is enroute and the orders are cancelled, the charge will be at the tug's hourly rate; base location to base location with a one hour minimum.

STANDBY MOORED VESSEL: Standby is charged at the tug's hourly rate with a one hour minimum.

HOURLY RATE: \$1,350.00 per hour (in five minute increments) per tug, base location to base location with a three hour minimum for work other than docking, shifting and undocking. Work on an hourly basis is not subject to discount.

OBSERVED HOLIDAYS: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Day After Thanksgiving Day, Christmas Day and any national holiday hereafter proclaimed by the President of the United States. Note: When a holiday falls on a Saturday, the preceding Friday will be observed. When a holiday falls on a Sunday, the following Monday will be observed.

CARBON OFFSET SURCHARGE: Marine Towing reserves the right to assess a Carbon Offset Surcharge per job, trip or maneuver as applicable.

PERIODIC ADJUSTMENT: This Schedule of Rates (and Terms) are subject to periodic adjustment or amendment by Marine Towing by posting an updated version on Marine Towing's website at marinetowing.com or contacting our office directly at for a current copy at: operations@marinetowing.com

SPECIAL SERVICES: Any vessels in distress or in a situation needing emergency tug support or outside the scope of normal day to day harbor tug operations must contact the Marine Towing office for further rate and dispatch inquiries.

LOA SURCHARGE: Any vessel exceeding 750 feet LOA will be charged an additional \$15.00 per foot. This charge will be applicable on a per tug basis and will be applied in addition to the already agreed upon rates for calling Port Canaveral. Note: this surcharge will be applicable to all vessel movements described herein.

BREAKOUT TUG COSTS / THIRD TUG REQUESTS: Should a vessel require the need for a third tugboat there must be a minimum 72-hour notification to the Pilots and Harbormaster to initiate the order. The costs associated for a third tug or a breakout tug shall be at twice the applicable rate(s) and all costs associated with the third tug requirement shall be direct pass through to the customer.

VESSEL AGROUND: It is acknowledged that when a tug or tugs are assisting grounded vessels, all hawsers, wire cables, tackle materials, supplies etc. of the tugs are lost, damaged or destroyed during such an operation, they shall be replaced by the vessel owner and/or operator at current market cost. When assisting a grounded vessel, a "Grounding Release Waiver" will be signed by the vessel master, owner or operator prior to providing assistance.

ORDERING SERVICE: When a tug is ordered to render any service, the ordering party or agent warrants that they have authority from the vessel owner, charterer or operator to order the use of a tug or tugs and guarantees payment for such service.

RATE APPLICATION: Rates shown in this schedule apply for each tug ordered.

SECURITY SURCHARGE: Marine Towing reserves the right to implement a security surcharge if cost becomes warranted.

SUBCONTRACT: Any service ordered of Marine Towing may be subcontracted to others without notice. Any such subcontractor shall have the benefit of all defenses, exemptions and limitations of liability provided herein and shall be considered an independent contractor and not an agent, servant or employee of Marine Towing.

ADJUSTMENT OF RATES: After written notice, the rates set forth herein may be adjusted due to increases or decreases in operating expenses resulting from changes in laws or regulations and/or changes in working conditions including labor and labor costs in all zones.

NO WARRANTY OF TUG OR HAWSER: The assisted or towed vessel assumes all risk for any and all loss.

TAXES: Any tax or user fee levied by a governmental body at either the local, state or federal level will be passed on to the vessel owner or operator utilizing our service. The owner of tug or tugs providing service will not be responsible for any such assessments. All such charges are for the account of the vessel and will be incorporated into our invoice if possible or re-billed on a supplemental invoice upon Marine Towing being notified of such taxes or fees.

PILOTAGE: No pilotage service is offered or supplied by Marine Towing. Compliance with all pilotage and vessel manning requirements is the responsibility of the vessel.

FORCE MAJEURE: MARINE TOWING, the tugs, their respective owners, affiliates, operator, charterers, managers, underwriters, masters and crews (collectively, the "Tug Interests"), shall not be responsible or liable for any expense, loss, damage or claim whatsoever caused by or resulting from delays, failures or omission hereunder in the performance of services due to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storm, lightning, epidemics, war, disorders, acts of God, acts of the public enemy, port congestion, mechanical breakdowns, shortage of tugs, priorities in service, or any other cause whatever beyond their control.

STRIKES, BREAKDOWNS, ETC: The tugs and their owners are not responsible for any expenses or claims whatsoever caused by or resulting from the failure or delay in the performance of service due to strike, labor difficulties, breakdowns or any causes beyond our control or created by operation of law.

STANDOFF CHARGES: When a tug or tugs are ordered and requested to standoff a vessel without assisting the vessel (inside the harbor), the charges will be three-fourths (3/4) of the applicable rate. These charges are not subject to discount.

LIMITATION OF LIABILITY: The furnishing of any service or anything done in connection therewith, shall not be construed to be or to give rise to a personal contract, and it is understood that Tug Interests, shall have the benefit of all exemptions from and limitations of, liability to which an owner of a vessel is entitled under the Limitation of Liability Statutes of the United States. MARINE TOWING WARRANTS THE EXERCISE OF REASONABLE CARE IN THE PERFORMANCE OF TUG SERVICES BUT DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF WORKMANLIKE SERVICE.

Unless entitled to immunity or to defenses to, exemptions from an limitations of liability provided under this Contract or under any applicable law, rule or regulation that would reduce their liability to an amount less than that hereinafter set forth, Tug Interests shall be liable, only to the extent of their negligence, which negligence shall not be assumed but shall be affirmatively proven, for claims, demands, causes of action, liabilities and costs *including third party claims) arising out of or in connection with any occurrence or series of occurrences related to the provision of tug services pursuant to this Contract up to a maximum aggregate amount of two hundred and fifty thousand dollars (U.S. \$250,000.00). OWNERS understand and agree that tug services provided hereunder are rendered at all times under the supervision and command of OWNERS' servants (including the Master of the vessel being assisted and docking pilots), or of State pilots, none of whose actions or inactions may be imputed to the Tug Interests. OWNERS further understand and agree that the rates charged by or on behalf of MARINE TOWING for tug services are predicated upon the limitations of liability and the indemnities set forth in the Contract. Should OWNERS desire that Tug Interests retain liability in excess of \$250,000.00 they must notify MARINE TOWING in writing, whereupon MARINE TOWING will quote rates for tug services hereunder predicated on higher liability limits. Any such quote must be accepted by OWNERS in writing at least twenty-four (24) hours prior to commencement of tug services to the vessel being assisted, failing which the rates and liability limitations otherwise provided herein shall prevail. Nothing herein shall be construed to waive or limit the right of Tug Interests to assert any defenses to liability available to them or to avail themselves of any rights of limitation or exemption from liability under any applicable law, rule, or regulation.

OWNERS and any vessel assisted hereunder assume all risk of, and shall indemnify Tug Interests from and against, any and all lost or damage sustained by OWNERS, Tug Interests or by any other vessel, property or person that results from the parting, heaving or sudden movement of any hawser or other line, by whomsoever furnished or howsoever caused.

Notwithstanding anything to the contrary in this Contract or elsewhere, OWNERS understand and agree that the rates charged hereunder are also predicated on agreement that the Tug Interests shall have no liability for any consequential, punitive, exemplary special damages of any kind howsoever arising.

OWNERS agree to indemnify, defend and hold harmless the Tug Interests from and against any and all claims, demands, causes of action, liabilities and costs (including attorneys' fees, penalties, fines and third party claims of whatever nature) that are attributable to the acts of omissions, whether or not negligent, of the Tug Interests, or any of them, or to the unseaworthiness of any tug and which arise out of or in connection with any occurrence or series of occurrences related to the provision of tug services pursuant to this Contract to the extent that they exceed, in the aggregate, the applicable amounts set forth in subparagraph (b) above. The parties intend for this indemnity to apply in all instances including, without limitation, allision, collision, personal injury, fire, explosion, grounding, oil spills and third party claims. OWNERS warrant that they possess sufficient an adequate insurance on the vessels assisted pursuant to this Contract, including hull and machinery, P&I, cargo and pollution coverage to comply with all applicable laws and to respond for any losses arising out of or connected in any way with Tug Interests entitled to all benefits under said insurances of a named assured or joint member, as applicable.

Nothing herein shall preclude MARINE TOWING from recovering from any responsible party for any damages sustained by and tugs providing service hereunder.

If any provisions of this Contract is found void or unenforceable, the remaining terms and conditions shall remain in full force and effect.

Waiver. No failure by MARINE TOWING to demand the strict and literal performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver thereof, or a strict and literal performance of and compliance with any other provision, condition or requirement herein, nor to be a waiver of, or in any manner release Customer or the Vessel(s) from, strict compliance with any provision, condition, or requirement in the future. No waiver by MARINE TOWING hereunder shall be enforceable unless in writing signed by MARINE TOWING.

Choice of Law and Forum; WAIVER OF JURY TRIAL

These Terms shall be governed by the federal general maritime laws of the United States of America and, to the extent those laws are not applicable, the laws of the State of Florida, excluding the conflicts of law provisions thereof that would direct the substantive law of another state to apply.

Any and all disputes arising out of or in connection with the Services or otherwise arising out of these Terms shall be brought exclusively in the United States District Court for the Middle District of Florida, Tampa Division , to which jurisdiction and venue Customer agrees. In the event, and only in the event, the aforesaid District Court lacks jurisdiction, the aforesaid disputes shall be brought in the state court located in Tampa, Florida.

IT IS MUTUALLY AGREED BY AND AMONG MARINE TOWING CUSTOMER AND ANY INDEMNIFIED PARTY THAT EACH OF THEM HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY PURSUANT TO THESE TERMS.