



118 North Royal Street
Mobile, Alabama 36602
Telephone (251) 433-2580 • FAX (251) 433-2593
www.crescenttowing.com



TARIFF
Mobile, Alabama

MAY 1, 2008

NEW ORLEANS, LOUISIANA

Fleet (504) 366-1521
Fleet Fax (504) 362-9877
Exec. Office (504) 227-7000
Fax (504) 361-5391

SAVANNAH, GEORGIA

Gen. Office (912) 236-2571
Fax (912) 236-0878

Contract Towing Inquiries Invited



MOBILE TARIFF

EFFECTIVE - MAY 1, 2008

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For all inquiries contact: mobile-crescent@crescenttowing.com

Straight time hours are 0900 to 1700, Monday through Friday, except holidays. Overtime hours are all others including Holidays as shown in conditions. The higher rate applies when service is started and/or completed in an hour to which the higher rate applies. Determination time for rate begins when tug departs dock or is dismissed from another job if away from dock. Determination time for rate terminates when tug returns to dock or is dismissed to commence another job.

Rates and Charges are Per Tug Utilized	BASE RATES	BASE RATES
PORT OF MOBILE (McDuffie Island to Cochran Bridge)	STRAIGHT TIME	OVERTIME
Assisting vessels to dock or undock or shift from berth to berth in port.....	\$1,795.00	\$2,255.00
PORT OF CHICKASAW		
Assisting vessels to dock, undock, or shift from berth to berth in port	\$2,650.00	\$3,425.00
PORT OF THEODORE		
Assisting vessels to dock, undock, or shift from berth to berth in port	\$3,885.0	\$4,655.00

All moves from Theodore to Mobile Harbor (or reverse) are considered separate dockings and undockings. Any assist work in between will be charged at the channel assist rate.

CHANNEL ASSIST RATE:

Assisting vessel up or down Channel (beginning or ending at McDuffie Island, or at Dock).\$850.00/HR

GROSS TONNAGE CHARGE:

On vessels to 20,000 GRT, a charge of \$38.00 for each 1,000 tons rounded up will be made. On vessels over 20,000 GRT to 50,000 GRT, a charge of \$45.00 for each 1,000 tons rounded up will be made. On vessels over 50,000 GRT, a charge of \$53.00 for each 1,000 tons rounded up will be made. GRT used will be as listed by the current Lloyd's Register.

ALL CONTRACT DISCOUNTS PERTAIN TO BASE RATES AND GRT CHARGES (NOT MISCELLANEOUS CHARGES) AND ONLY FOR THE NUMBER OF DAYS SPECIFIED IN THE CONTRACT.

MISCELLANEOUS CHARGES

Additional time: A charge of \$415.00 per half hour increment per tug shall be made on all jobs requiring more than one hour from arrival alongside until dismissal.

Turn charge: On all assist jobs requiring tugs to turn a ship, an additional charge of \$275.00 for each tug employed, per turn, will be assessed, regardless of the degree of turn or the number of turns.

Unpowered vessels (dead) - an additional charge of 35% per tug will apply.

Fuel surcharge: A surcharge will be implemented when costs warrant.

We refrain from performing line handling duties; however when this service is required and our men have to leave the tug and secure a vessel or handle lines aboard an unmanned vessel, an additional charge will apply.

Hawser Charge: Assisting or towing any vessel that requires the use of tug's deep sea hawser will be subject to an additional charge of \$700.00.

Primary Towing Tug: If Crescent is required to be the primary towing tug, an additional \$600.00 per hour will apply.

Special rates for towing disabled vessels, working on grounded vessels, barge movements, and special orders will be furnished upon request. A deposit may be required up front on any jobs above normal billing amounts.

Reporting Charge: No charge will apply if tugs are cancelled prior to being dispatched or before a call/relief tug is crewed. When tugs are cancelled after being dispatched but prior to the reporting time, half or fifty percent (50%) of the normal docking rate would apply. If the order is cancelled after the reporting time, seventy-five percent (75%) of the normal docking rate would apply.

Standby Charges: When a tug is ordered and requested to standby without assisting the vessel, the applicable rate will be charged as if the actual service had been performed.

Security Surcharge: Crescent reserves the right to implement a security surcharge when costs warrant.

Invoices not paid within thirty days from date issued will be charged 1½% interest per month from billing date. Crescent, after sixty days, will turn unpaid invoices over to attorneys for collection, including court costs and attorney's fees for the account of the vessel.

THE TUG CAPTAIN'S WORKLOG SHEET WILL PREVAIL FOR ALL BILLING PURPOSES.

Crescent Towing – Mobile, Alabama

CONDITIONS

1. General Provisions: Crescent Towing will not be responsible for delays, failures or omissions hereunder due to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storm, lightning, fog, epidemics, war, acts of God, or other causes beyond its control. Crescent Towing will not have any liability for bodily injury, death, property damage, delay in performance, inability to perform, or any consequential damages arising out of or caused by an actual or alleged act of war, invasion, hostility, riot, strike, civil commotion or act of terrorism or for acts or events in any way related with such events.

2. Pilotage: When any pilot boards a vessel, it is understood and agreed that such pilot becomes the servant of that vessel and her owners/charterers as to all acts and omissions while on board such vessel. Whenever any person otherwise employed by this company goes on board the vessel towed or assisted ("Tow") to provide any service, then it is agreed he becomes the borrowed servant of the Tow. Neither Crescent Towing, nor any of its assisting tugs or employees, shall be liable for damage or expense suffered by the Tow as a result of compliance with any directions (or omissions) of the pilot, master, or crew of the Tow. The Tow and its owner and operator will indemnify, hold harmless and defend this Company and any assisting tug and its owners, agents, charterers, operators and managers with respect to loss, damage, personal injury or death, liability, and expense that may be suffered or incurred as a result of any act, omissions, negligence or fault of the tow, its crew, or Pilot.

3. Subcontract: This Company reserves the right to subcontract all or part of any service requested without any notice to customer. Customer agrees that such subcontractor shall have the benefit of all defenses, exemptions and limitations available to this Company. In performance of any such subcontract, the subcontractor shall be an independent contractor working under the direction of the Tow, her crew, and Pilot and shall not be an agent, servant or employee of this company.

4. Maritime Lien: A maritime lien is reserved on the Tow for all charges which may accrue hereunder whether or not such charges may be billed to charterer, operator, or agent.

5. Tower's Release Clause: All towage will be performed solely at the risk of the Tow and its cargo, including the risk of negligence of the master, pilot and crew of the towing craft and our employees, agents and representatives, all of whom in respect to the towage shall become and be the servants of the Tow and its owners and operators. Neither we nor towing craft nor its owners or operator's shall be liable, and the Tow and its owners and operators shall hold us and the towing craft and its owners and operators, harmless from any liability, for any loss or damage to the Tow and its cargo from any cause whatsoever, including loss or damage caused by negligence of the master, pilot, and crew of the towing craft and our employees, agents, and representatives, except for the sole gross negligence of the master, pilot or crew of the towing craft. We reserve the right to tow all vessels singly or with other craft and to change craft towed from one to another tow as frequently as we may find it convenient to do so. Crescent may substitute tugs at any time. Acceptance of assistance or release of craft to be towed to any vessel owned or used by us for towage shall be conclusive evidence of acceptance of all these conditions.

6. Notice of Damage or Claim: Should any damage, or injury be claimed due to tug services, notice must be given this company within 48 hours with a reasonable opportunity to inspect and survey any such damages before repairs are begun. Written notice of intent to make a claim as a result of such damage or injury must be made within 30 days of such occurrence. Any action brought as a result of such damage or injury must be brought within one year of the date of occurrence. Failure to meet the requirements of this clause constitutes a waiver of right to bring an action as a result of such occurrence.

7. Hawser: The Tow assumes all risk of any and all loss or damage sustained by it or other vessels, property of persons resulting from the parting of any hawser or other line, by whomsoever furnished, and whether the parting was due to insufficiency, negligence, wear or other cause.

8. Vessels or Barges: No representations are made as to the adequacy of the power furnished, and before accepting the tug or tugs, the owner or its representative must fully satisfy himself as to the adequacy of the power furnished, and such owner shall indemnify and hold harmless the tugs and owners, charterers, operators, managers, masters, and crew thereof, from any liability arising by virtue of the power furnished proving inadequate. This applies to dead or live vessels or barges.

9. Notice: Advance notice of 2 hours is needed for Mobile and Chickasaw, 4 hours is needed for Theodore.

10. Taxes: All taxes properly assessable are in addition to the rates as listed in this schedule.

11. No Warranty: No warranty of any kind, including any implied warranty of workmanlike performance, is extended by this tariff or by providing services.

12. HOLIDAYS: New Year's Day, Mardi Gras, M.L. King Birthday, All President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, All Saint's Day, Veteran's Day, Thanksgiving Day and Christmas Day. When a holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday.

13. Service: We reserve the right to decline any order for service or towage.

14. COLA: Our tariff beginning Nov. 1, 2009 and each following year will be adjusted to reflect the published COLA as determined by the Social Security Administration, However certain circumstances may require the tariff to increase in excess of COLA.