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**TARIFF**  
**New Orleans, LA**

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**APRIL 15, 2015**

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*Contract Towing Inquiries Invited*



## NEW ORLEANS TARIFF

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### SCHEDULE OF STEAMSHIP TOWAGE RATES TARIFF EFFECTIVE - APRIL 15, 2015

	PILOTTOWN TO POINT A LA HACHE	MYRTLE GROVE TO BELLE CHASSE	BRAITHWAITE TO HUEY P. LONG BRIDGE	AVONDALE TO BATON ROUGE	MRGO / INDUSTRIAL CANAL BERTHS
	MILE 0 to 50.0 AHP	MILE 50.1 to 78.0 AHP	MILE 78.1 to 106.0 AHP	MILE 106.1 to 234.0 AHP	
DOCKING, SHIFTING OR UNDOCKING	\$5,750.00	\$4,475.00	\$3,900.00	\$4,475.00	\$4,600.00

#### RATES IN EACH ZONE APPLY TO BOTH SIDES OF THE RIVER

Any towing not covered by the above schedule shall be performed at hourly rates per tug hour in quarter hour increments, time commencing when tug leaves fleet and ceasing when tug returns to fleet landing

Conventional Tugs = \$ 1050.00/hr.

Tractor Tugs = \$ 1,200.00/hr.

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**ABOVE RATES AND CONDITIONS ARE APPLICABLE FOR EACH TUG EMPLOYED**

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#### DISCOUNT POLICY

CONTRACTUAL DISCOUNTS WILL NOT BE HONORED IF INVOICES ARE NOT PAID WITHIN THIRTY DAYS FROM THE DATE ISSUED. INVOICES NOT PAID WITHIN SIXTY DAYS OF DATE ISSUED WILL BE CHARGED 1-1/2% INTEREST PER MONTH FROM BILLING DATE. CRESCENT, AFTER SIXTY DAYS, WILL TURN UNPAID INVOICES OVER TO ATTORNEYS FOR COLLECTION, INCLUDING COURT COST AND ATTORNEY'S FEES FOR THE ACCOUNT OF THE VESSEL.

## CONDITIONS

1. When tugs are to pull out ships for sea and adjust or calibrate compass, charges as set forth above for "Docking or Undocking" will apply plus hourly rate per tug, time commencing when the tug leaves with ship until its return to our landing.
2. When tugs ordered for Docking or Undocking are required to assist vessel through the harbor, the charges as set forth above for "Docking or Undocking" shall apply, plus hourly rate per tug, time commencing when tug arrives shipside and ceasing when tug is discharged.
3. In addition to the zone rate, a charge of \$33.00 for each 1,000 tons GRT will be assessed.
4. **ADDITIONAL TIME:** (a) The hourly rate per tug (in quarter hour increments) will be charged on all orders to "Dock", "Shift" or "Undock" vessels requiring more than one hour from arrival alongside until dismissal.  
(b) When tugs are required to stand by vessels when necessary to anchor awaiting readiness or availability or berths or drydocks, the hourly rate per tug will be charged.
5. When tugs are ordered to provide special services (i.e.) "Dead Ships," land ships "Head Down" stream or sudden loss of power, an additional charge of \$850.00 will be assessed for each tug. Assisting vessels into or out of mooring buoys an additional charge of \$650 will be assessed for each tug.
6. **REPORTING CHARGE:** No charge will apply if tugs are cancelled prior to being dispatched. When tugs are cancelled after being dispatched but prior 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.
7. **PILOTTOWN/PORT SULPHUR:** Reporting or cancellation charge to be computed on running time to and from fleet base. Any delays to be billed on hourly rate.
8. When a vessel is required to be turned twice a double charge will apply.
9. **ORDER TIMES:** Advance notice of eight (8) hours is desired on services below mile 50 LMR and above mile 190 LMR. A three (3) hour notice is desired on all other orders.
10. **TOWER'S RELEASE CLAUSE: All towage will be performed solely at the risk of the craft towed and its cargo, including the risk of negligence of the master, pilot and crew of the towing craft and its employees, agents and representatives, all of whom in respect to the towage shall become and be the servants of the craft towed and its owners and operators; provided that nothing herein contained shall be construed as making the craft towed, its owners or operators, liable or responsible for loss or damage to property owned by third parties or for loss of life or personal injury for which the craft towed, its owners or operators, would not in the absence of this clause otherwise be liable or responsible. Neither Crescent Towing (Crescent) nor the towing craft shall be liable, and the craft towed and its owners and operators shall hold Crescent and the towing craft harmless from any liability, for any loss of or damage to the craft towed 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 Crescent's employees, agents and representatives except to the extent of the sole or gross negligence of Crescent or its employees, agents and representatives. Crescent reserves the right to tow all vessels singularly or with other craft and to change craft towed from one to another tow as frequently as Crescent may find it convenient to do so. A verbal request to dispatch for towing services shall be conclusive evidence of acceptance of these conditions. In requesting the services of tugs owned and operated by Crescent to assist vessels in navigating through the Industrial Canal in the Port of New Orleans and recognizing the inherent dangers resulting from the narrow passages at bridges spanning the Industrial Canal, the owners, operators and/or charterers of said vessels being assisted, with full authority and/or consent of the underwriters of said vessels, in consideration of the tug services at the rates charged by Crescent, agree to defend, indemnify and hold Crescent harmless from any and all damages, claims, suits or causes of action or whatever nature or kind in any way arising out of passage through any of the bridges spanning the Industrial Canal even if such damage, claim, suit or cause of action may result in whole or in part from the negligence of Crescent or the unseaworthiness of any of its vessels except to the extent caused by the sole or gross negligence of Crescent or its employees, agents and representatives. A verbal request for towing services that include transit through any part of the Industrial Canal shall be conclusive evidence of acceptance of these conditions.**
11. **The rates quoted herein do not contemplate any liability on the part of Crescent for breach of any warranty of workmanlike service. While Crescent will endeavor to use reasonable care to make its tugs seaworthy in all respects, Crescent does not make any warranty of workmanlike service and none is to be implied from any provision of this tariff.**
12. We reserve the right to decline any order for service or towage.
13. **TRACTOR TUGS:** When tractor tugs are required by a facility or specifically requested to assist a vessel, a rate equal to 1.5 times the applicable rate will apply.
14. Towed vessel to furnish hawser. Use of tug's hawser \$950.00 per operation, vessel to pay for broken hawser.
15. Special rates for towing disabled vessels, working on grounded vessels, barge movements and special orders are outside the terms of normal service contracts or agreements and will be furnished upon request. A deposit may be required in advance on any such jobs.
16. 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. In the event that charges hereunder shall not be paid on presentation of invoices therefore; Crescent Towing shall place its claim in the hands of an attorney for collection, the owner and/or operator of the vessel to which the services have been rendered shall pay all expenses of collection, including reasonable attorney's fees.
17. Tariff rates quoted do not include harbor fees or other charges which may be imposed by any government agency. Such charges are in addition to rates quoted.
18. Crescent Towing will not have liability for bodily injury, death, property damage, delay in performance, inability to perform or any consequential damages arising out of or caused by any actual or alleged act of war, invasion, hostility, riot, strike, civil commotion act of terrorism or for acts or events in any way related with such events.
19. Unmanned barges, manned barges, drill rigs and all other vessels are subject to the same charges as normally applied to ship traffic.
20. **FUEL & SECURITY SURCHARGE:** Crescent reserves the right to implement a surcharge if costs become warranted. All surcharges are not subject to discounts.
21. The Captain's work log will prevail for billing purposes. A signed receipt from the vessel being serviced is no longer practicable.



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