

SCHEDULE OF RATES

Port of Gulfport, Mississippi

E. N. BISSO MISSISSIPPI, LLC
D.B.A.

GULFPORT TOWING
Towing, Harbor, and Coastwise Service

POST OFFICE BOX 4066
GULFPORT, MISSISSIPPI 39502



OPERATIONS TELEPHONE
(228) 323-1631

Telephone and Communication Equipment manned at all times. Communication with arriving and sailing vessels can be established to aid in vessel operations.

GULFPORT TOWING

24 Hour Dispatch 228-864-0171	Cellular Telephone 228-323-1631	Fax 228-864-0044
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TERMS AND CONDITIONS

1. GENERAL: Services furnished under this schedule are limited to the furnishing of tugboats. No representations are made as to the adequacy of the tugs to accomplish the undertaking in which they are engaged to assist and while the tugs are engaged in assisting any movement of a vessel they shall be under the direct supervision and control of the person directing the movement of said vessel. The tugs, their masters and crews, shall, during such movements, be the servants of the vessels and their owners and the said vessels and their owners agree to hold the tugs, their owners, charterers, insurers, operators, and managers, masters and crew free from all liability of every nature whatsoever that in excess of \$250,000.00 in damages, loss or costs of judgment while said tugs are being operated in obedience of the orders of the person in charge of the vessel being moved, save if such orders, in the opinion of the tug master, presents/would present an unacceptable danger to the tug or its crew.

Pilot services are not furnished by Gulfport Towing and it is the responsibility of the vessel, its owner and/or operator to arrange for pilotage in accordance with the applicable law and regulations. Whenever any person otherwise employed by Gulfport Towing, including the master or other officer of any tug furnished to or engaged in the service of assisting, escorting or towing a vessel making use of or having available her own propelling power, goes aboard such vessel to act as pilot, it is agreed that he/she becomes the borrowed servant of the vessel assisted or escorted and of its owner and/or operator for all purposes. In every respect while on board said vessel, his/her services while so engaged shall be subject to the exclusive supervision and control of the vessel's personnel. Any such service performed by any such person is beyond the scope of his/her employment with Gulfport Towing and neither Gulfport Towing, or those furnishing the tugs or lending such person, nor the tugs, their owners, agents charterers, operators, managers or insurers shall be liable for any act, omission, negligence or fault of any such person. It is furthermore understood and agreed that the vessel and its owner and/or operator will indemnify and hold harmless Gulfport Towing and any assisting or escorting tug, and its owners, agents, insurers, charterers, operators and managers with respect to all loss, damage, liability and expense that may be suffered or incurred by any of them as a result of any act, omission, negligence or fault of such person.

Tugs shall have absolute lien rights on the vessel being assisted for all charges and advances and expenses incurred hereunder. In the event that it shall become necessary for tug to retain an attorney to protect its rights or to collect any sums due hereunder, then and in such event the reasonable fees of such an attorney and all court costs and reasonable expense of collection and interest shall be reimbursed to the tug.

2. CLEARING A SLIP: When a tug, engaged to assist in docking, undocking, shifting or providing any service to a vessel, is used to clear a slip before or after the docking or undocking or shifting, a separate charge shall be made at the hourly rate set forth in the Rate Schedule.

GULFPORT TOWING
TERMS AND CONDITIONS
(Continued)

3. **FORCE MAJEURE:** Neither party shall be responsible for delays, failures, or omissions hereunder due to strikes, lockouts, labor disturbances, riots, fire, earthquake, storm, lightning, epidemics, war disorders, acts of God, etc. It is recognized that where tugs are required to lay alongside other vessels in sea or swells, plate damage due to bumping and normal motion of the vessels may occur, and in such instances, no responsibility for damages may be charged to the tug or its operators, nor to the vessel being assisted in the event of damage to the tug, unless caused by gross negligence.

4. **REPORTING/CANCELLATION:** If an order is changed or cancelled less than two (2) hours from the commencement of service time originally ordered, the tugs ordered will be on hire for a period of two (2) hours, beginning at the original service order time. The rate charged will be the Detention Charge set forth in the Rate Schedule, with no fuel surcharge applicable for that period of time.

If a requested service commences within the two (2) hour period above, then the applicable service charges shall apply, in addition to the hire charge above (original order time up to actual commencement of service time), billable by the hour, or part thereof.

5. **VESSELS OR BARGES:** No representations are made as to the adequacy of the power furnished, and before accepting the tug(s), the owner of the vessel to be assisted must fully satisfy himself/herself as to the adequacy of the power furnished, and such owner shall indemnify and hold harmless the tug(s) 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.

6. **NOTICE:** As much advance notice as possible is desirable on all orders, with two (2) hours being the minimum time (except holidays). Tugs ordered for service after 4:00 p.m. until 9:00 a.m. should be ordered before 2:00 p.m. Tugs ordered for use after 12-noon on Friday until 9:00 a.m. on Monday should be ordered by 10:00 a.m. on Friday.

Tugs will be furnished in the order services are requested.

Under no circumstances will a tug be responsible for damages, including consequential damages, caused by a delay in a tug's reporting.

7. **TAXES:** All taxes properly assessable are in addition to the rates listed in the Rate Schedule.

8. **FINANCE CHARGE:** After sixty (60) days from the date of an invoice, all unpaid charges will be assessed at a rate of 1.5% per month in interest, retroactive to the invoice date, until the charges are paid.

9. **LAW GOVERNING:** The maritime laws of the United States of America shall govern the services provided by a tug(s), and the provisions of this Tariff.

10. **ACCEPTANCE OF THIS TARIFF, RATES, SCHEDULE AND CONDITIONS:** The release of any craft to be assisted, or barge to be towed, to any craft owned or used by us shall be conclusive evidence of the acceptance of this tariff, rates, terms and conditions, regardless of whether or not written acceptance has been given.

December 9, 2011

RATES FOR VESSELS IN GULFPORT HARBOR

Rates Per Tug
Effective December 9, 2011

	TUG RATE
ASSISTING VESSELS TO DOCK, UNDOCK, OR SHIFT FROM BERTH TO BERTH	\$3,800.00 per tug

TONNAGE CHARGE:

An additional charge of \$50.00 for each 1,000 GRT or fraction thereof will be added per tug to the charge stated above.

HOURLY CHARGES:

Detention / Standby – A detention/standby fee shall apply when the start of an operation is delayed for more than one hour past the order/reporting time. Time will be billed for each excess hour, or part thereof, at a rate of \$800.00 per tug.

Hold-In – When a tug(s) is required to hold a vessel against its berth, charges will apply at the rate of \$900.00 per hour per tug commencing at the time the tug departs its berth and ending at the time the tug returns to its berth, with a minimum of two (2) hours.

Assisting vessels aground, escorting and towing vessels (from the time the tug leaves its berth until it returns to that berth) the rate will be \$2,400.00 per hour per tug, with a minimum of two (2) hours.

Handling River Barges – Single barge: \$800.00 per hour per tug, or part thereof, with a two (2) hour minimum. Any materials supplied, i.e. lines, etc., and not returned in like condition shall be invoiced at replacement cost plus 15%.

OTHER CHARGES:

Turn Charge - \$1,250.00 per tug for turning a ship during an assist job.

Hawser Charge – A towed vessel is to furnish the hawser. Use of tug's hawser/tow wire will be at a rate of \$600.00 per operation, and the towed vessel is to pay for broken tug hawser/tow wire at replacement cost plus 15%.

Security Fee – Gulfport Towing reserves the right to charge a security fee necessary to meet any regulatory or port requirements

Fuel Surcharge - A fuel service charge may be assessed to all rates.

SHIP RATES APPLY TO SEA-GOING BARGES.

APPLICABLE RATE: Charges for services begin when tug departs dock or is dismissed from another job if away from dock. Charges terminate when tug returns to dock or is dismissed and commences other job.

HOLIDAYS: New Year's Day, Mardi Gras, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, and ALL MONDAYS FOLLOWING Sunday Holidays.

HARBOR LIMITS: The inner harbor of Gulfport.

December 9, 2011