



moran

New Orleans

DIVISION OF MORAN TOWING CORPORATION
PORT OF NEW ORLEANS AND MISSISSIPPI RIVER, SW PASS TO BATON ROUGE, LOUISIANA

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Schedule of Rates, Terms and Conditions

Effective October 1, 2011

TOWAGE AGREEMENT

Port of New Orleans and Mississippi River, SW Pass to Baton Rouge, LA

Dated: _____

It is hereby agreed between Messrs: _____ (hereinafter called "OWNERS") and Moran New Orleans, a division of Moran Towing Corporation (and its successors) (hereinafter called "MORAN") that MORAN will furnish tugs for and attend to all the towage requirements at the Port of New Orleans and Mississippi River, SW Pass to Baton Rouge, Louisiana of vessels owned, managed or controlled by OWNERS, and OWNERS agree to place all of their towage requirements at the Port of New Orleans and Mississippi River, SW Pass to Baton Rouge, Louisiana with MORAN in accordance with the current "Schedule of Rates, Terms & Conditions" below, as may be amended from time to time.

OWNERS agree that MORAN shall have the right at any time, upon thirty (30) days advance notice to OWNERS, to increase its rates or adjust terms or conditions, but if OWNERS do not consent to such changes, they may cancel this Contract upon fifteen (15) days written notice to MORAN.

This Contract shall remain in force from _____ and shall continue in force thereafter from year to year until cancelled by either party giving to the other at least thirty (30) days notice in writing prior to the annual expiration date.

Acceptance:
OWNERS

Moran New Orleans
Division of Moran Towing Corporation

By: _____
Authorized Signatory

By: _____
Division Vice President

IT IS UNDERSTOOD THAT ALL TUG SERVICES PERFORMED BY MORAN NEW ORLEANS ARE SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH IN THE THEN CURRENT "SCHEDULE OF RATES, TERMS AND CONDITIONS".

It is understood that all tug service to a self-propelled vessel, whether or not such vessel is making use of its own propelling power, is furnished subject to the terms and conditions set forth in this Schedule.

1 BASE CHARGE

The Base Charge applies to each tug ordered for docking, undocking and anchoring operations on the east and west sides of the Mississippi River and MRGO.

Zone	Operational Area	Base Charge
1	Mile 234 to Mile 104.1	\$4,310
2	Mile 104 to Mile 78.1	\$3,740
3	Mile 78 to Mile 50.1	\$4,310
4	Mile 50 to Mile 0	\$5,690
5	MRGO / Industrial Canal Berths	\$4,430

2 TONNAGE CHARGE

For a vessel using its own propelling power, a Tonnage Charge equal to \$29.00 per 1,000 Gross Registered Tons will be added to the Base Charge. Vessel tonnage is based on the vessel's highest Gross Registered Tonnage as per Lloyd's Register of Shipping.

3 RATES FOR TUGS WORKING BY THE HOUR OR ESCORTING

a) The rate for hourly and escorting work is \$975 per hour, per tug or pro rata for part of an hour. Time shall start when the tug departs from her duty station and end when the tug returns to her duty station. b) Should tug(s) engage in active assist to the vessel (including by putting up a line) the applicable hourly rate set forth in subparagraph (a) will double. c) MORAN makes no warranty as to the ability of the tugs escorting the vessel to prevent accidents or to control the movement of the vessel.

4 TRACTOR TUGS

When a Tractor tug is required by a facility or specifically requested to assist a vessel, a rate equal to 1.5 times the rate set forth in paragraph 1-3, as applicable will be charged.

5 CANCELLATION – REPORTING

When tug orders are canceled or modified after the tug has been dispatched from its duty station, but before it reaches its service location, 50% of the applicable rate will be charged.

When tug orders are canceled or modified after the tug has reported to its service location, but before it commences performance of the requested service, 75% of the applicable rate will be charged.

When tug orders are canceled or modified after the tug has been dispatched from its duty station to the Pilottown/Port Sulphur area, the applicable hourly rate will be charged from the time the tug leaves its duty station until it returns to its duty station.

6 BUOY CHARGE

When vessels are moored or unmoored to buoys, a charge of \$575 per tug will be made in addition to all other applicable charges.

7 HAWSER CHARGE

When a tug's hawser is used, a charge of \$975 per tug will be made in addition to all other applicable charges.

8 HEAD DOWN CHARGE AND SUDDEN LOSS OF POWER

When vessels are ordered "Head Down Stream" a charge of \$750 per tug will be made in addition to all other applicable charges. When a vessel is required to be turned twice, a charge for docking and undocking will be made. Should a vessel lose power during a normal docking, undocking or transit maneuver, a charge of \$750 per tug will be made in addition to all other applicable charges.

9 DETENTION: The rates set forth herein include waiting time of up to one hour measured, for docking, from the time that the tug is ordered alongside by the Pilot or Master of the vessel and, for undocking, from the time that the tug reports at the scheduled sailing time. Waiting time for each tug shall be charged at a rate of \$975 per hour per tug or pro rata for part of an hour if one hour free time is exceeded. In addition, if the vessel is delayed for any reason not attributable to MORAN after commencement of the work, all such delay shall be charged at a rate of \$975 per hour per tug, or pro rata for part of an hour.

10 VESSELS AGROUND OR IN DISTRESS

This agreement does not cover services to vessels aground or in distress or when services are performed during heightened Coast Guard port conditions. Such services are governed exclusively by the terms and conditions of a BIMCO form contract utilized by MORAN.

11 SERVICES NOT OTHERWISE COVERED

Rates for any service not specifically covered by this Schedule, including deadship moves, will be furnished upon request.

12 ORDERING

Notice for tug service should be given at least eight (8) hours prior to the time the tug is required for services below mile 50 and above mile 190. A three (3) hour notice is required for all other orders. When tugs are ordered with less than eight (8) hours or three (3) hours notice as applicable, a charge of \$575 per tug will be made in addition to all other applicable charges.

13 USE OF OTHER TUGS

If at any time MORAN tugs are not conveniently available for the required services MORAN will endeavor to designate or engage other tugs to provide service, but MORAN shall not be liable for damages in case it is not able, at any time, for any reason, to furnish such service. Any tug designated or engaged by MORAN to perform services under this Contract, and its owners, master and crews shall, while performing such services, have the benefit of all Contract provisions herein. However, if for any reason, at any time MORAN is unable to have tugs owned or specified by it on hand to serve OWNERS' vessels, OWNERS are at liberty to engage any other tugs to serve it at such time but without the right to charge MORAN any difference in price. In agreeing to endeavor to provide this service, it is understood and agreed that MORAN does not either expressly or impliedly warrant the seaworthiness, power, equipment, or competency of the crew of the tug or tugs supplied or furnished by MORAN in the performance of this Contract.

14 FORCE MAJEURE

MORAN, the tugs, their respective OWNERS, affiliates, operators, 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.

15 LIMITATION OF LIABILITY

a) 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. MORAN 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.

b) Unless entitled to immunity or to defenses to, exemptions from and 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 thousand dollars (U. S. \$200,000.00). 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 MORAN for tug services are predicated upon the limitations of liability and the indemnities set forth in this Contract. Should OWNERS desire that Tug Interests retain liability in excess of \$200,000.00 it should notify MORAN in writing, whereupon MORAN will quote rates for tug services hereunder predicated on higher liability limits. Any such quote must be accepted by OWNER 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 limitation 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.

c) 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 or special damages of any kind howsoever arising.

d) 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 and third party claims of whatever nature) in excess of the applicable amounts set forth in (b) above that are attributable to the acts or 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. Except as set forth in subparagraph (f) below, the parties intend for this indemnity to apply in all instances including, without limitation, allision, collision and third party claims. OWNERS warrant that they possess sufficient and 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 the tug services provided hereunder, with all rights of subrogation for losses under said insurances waived as to Tug Interests and with Tug Interests entitled to all benefits under said insurances of an additional assured or co-assured, as applicable.

e) Nothing herein shall preclude MORAN from recovering from any responsible party for any damages sustained by any tugs providing service hereunder.

f) Subparagraphs (b) and (d) above shall not apply to deadship moves. As used in this Contract, a "deadship" is a vessel which has lost the use of its power or steering.

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

16 PILOTAGE

MORAN does not furnish pilots or pilotage to vessels making use of or having available their own propelling power, so that whenever any licensed pilot, or a captain of any tug which is furnished to or is engaged in the service of assisting a vessel making use of or having available her own propelling power, participates in directing the navigation of such vessel, or in directing the assisting tugs, from on board such vessel or from elsewhere, it is agreed that he becomes the borrowed servant of the vessel assisted and her OWNER or operator for all purposes and in every respect, his services while so engaged being the work of the vessel assisted, her OWNER and operator, and being 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 employment, if any, for MORAN and Tug Interests shall not be liable for any act or omission of any such person. The provisions of this paragraph may not be changed or modified in any manner whatsoever except by written instrument signed by an officer of MORAN. With respect to vessels that are not owned by the person or company ordering the tug service, it is understood and agreed that such person or company warrants that it has authority to bind the vessel owners to all the provisions of the preceding paragraphs, and agrees to indemnify and hold Tug Interests harmless from all damages and expenses that may be sustained or incurred in the event and in consequence of such person or company not having such authority.

17 FUEL SURCHARGE

All rates published in this Schedule are subject to prevailing fuel surcharges.

Payment Terms

Net 30 days. In the event that payment is not made when due, in whole or in part, MORAN shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs, and interest of 1½% per month on all outstanding balances. Payments received by or on behalf of OWNER shall be applied as follows: FIRST to satisfy all fees, costs (including attorney's fees) and interest due and owing on any invoice rendered to OWNER commencing with the oldest such invoices and SECOND, to satisfy all tug service charges arising hereunder commencing with the oldest open invoice and then to each subsequent invoice.



Committed to Customer Satisfaction, Safety, and Superior Performance Since 1860

Portsmouth, New Hampshire

Moran Portsmouth
603-436-0556

Port of Albany

Moran Albany
203-442-2839

Port of New York, New Jersey

Moran New York/New Jersey
203-442-2839

Philadelphia, Pennsylvania

Moran Philadelphia
215-755-4706

Baltimore, Maryland

Moran Baltimore
410-732-9600

Norfolk, Hampton Roads, Virginia

Moran Norfolk
757-625-6000

Morehead City, North Carolina

Moran Morehead City
(910) 763-1255

Wilmington, North Carolina

Moran Wilmington
(910) 763-1255

Charleston, South Carolina

Moran Charleston
843-529-3000

Savannah, Georgia

Moran Savannah
912-232-8103

Brunswick, Georgia

Moran Brunswick
912-232-8103

Fernandina, Florida

Moran Fernandina
904-757-6900

Jacksonville, Florida

Moran Jacksonville
904-757-6900

Miami, Florida

Moran Miami
305-375-0455

New Orleans, Louisiana

Moran New Orleans
(225) 869-3133

Beaumont, Orange, Port Arthur, Texas

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409-962-0591

