

# CROWLEY®

Pier 17, Seattle, WA  
 www.Crowley.com  
 VHF Radio - Channel 10 - 156.5 mhz

Marketing - (206) 332-8000  
 Toll Free - (800) 248-8632  
 24-Hour Dispatch - (206) 332-8201

## Pacific Northwest Schedule of Tugboat Rates & Terms, effective 01 October 2008

All service is furnished at the following rates and subject to the terms and conditions set forth below and on the reverse.

### Rates for Docking and Undocking Vessels under Power

| Service Region   | Per Tug, Per Job | Fuel Adjustment Factor per Tug |
|--|------------------|--------------------------------|
| Seattle & Tacoma, Area I (All berths except Area II)   | \$3,985          | \$ 20                          |
| Seattle & Tacoma, Area II (Above Spokane St. – Seattle)<br>(Above 11 <sup>th</sup> St. – Tacoma) | \$ 5,220         | \$ 35                          |
| Manchester   | \$ 5,065         | \$ 70                          |
| Bremerton  | \$ 5,100         | \$ 90                          |
| Point Wells  | \$ 5,400         | \$ 60                          |
| Everett  | \$ 6,380         | \$ 85                          |
| Olympia  | \$ 7,815         | \$ 95                          |
| Port Angeles   | \$ 7,540         | \$ 60                          |
| Indian Island  | \$ 8,570         | \$100                          |
| Anacortes & Ferndale   | \$ 8,885         | \$ 40                          |
| Bellingham   | \$ 8,885         | \$ 50                          |

### Rates for Escort Services - Rates are per Tug, per Job for Vessels under Power

| To/From Buoy "R"       | Escort & Assist | Escort only | Fuel Adjustment Factor per Tug |
|------------------------|-----------------|-------------|--------------------------------|
| Anacortes/March Point* | \$26,010        | \$18,015    | \$ 95                          |
| Ferndale/Cherry Point  | \$29,095        | \$21,100    | \$110                          |
| Vendovi Island         | -               | \$21,995    | \$100                          |
| Seattle/Point Wells    | \$28,960        | \$24,820    | \$100                          |
| Tacoma                 | \$33,630        | \$29,490    | \$135                          |

\* For vessels proceeding to/from Anacortes via Vendovi Island and Saddlebag Passage, add one hour at the hourly rate to above rates.

### Hourly Tug Rates

| Rate Per Hour (all tugs) Portal to Portal | Fuel Adjustment Factor per Tug  |
|---|---|
| \$3,750                                   | \$20 factor per tug first two hours,<br>\$20 factor per tug per hour thereafter |

- Escort: The above escort rates include services of the escort tug to dock the ship. Additional docking or undocking tugs shall be supplied at the applicable rates listed above.
- Escorts between Anacortes and Ferndale shall be billed the applicable assist into and out of port plus the hourly tug rate for running time between the two ports.
- Escorts between Anacortes or Ferndale and Point Roberts shall be the applicable assist rate plus the hourly rate for running time between the two points.
- Escort rates between Seattle/Tacoma and Anacortes/Ferndale: Combine the above Seattle/Tacoma rate with the Anacortes/Ferndale rate.
- Escort rates are based on a minimum escort speed of 10 knots at distances calculated by the Puget Sound Pilot's Association. If conditions prohibit a minimum 10-knot speed, charges for excess tug time shall be calculated at the tug's applicable hourly rate. Rates for ports not listed shall be quoted upon request.
- Shifting - Vessels under power: The rate shall be 1.5 times the applicable rate when end-for-ending in one continuous movement, and when shifting between berths. When a vessel is shifted along a dock in a straight line and/or mooring lines are kept on the dock, the single assist rates above shall apply. When shifting between Area I and Area II in Seattle or Tacoma, the Area II per tug rate shall apply.
- Shifting - Dead ships: The rate shall be 1.5 times the applicable rate when shifting between anchor and berth. When shifting between Area I and Area II in Seattle or Tacoma harbors, the Area II per tug rate shall apply.
- Lines: The rate for running ships lines is \$635 per tug/hour with a ship assist and \$1,355 per tug/hour without a ship assist.
- Barge assist: The rate for assisting barges on towline shall be assessed 60% of the Anacortes/Ferndale ship assist rate.
- Fuel Adjustment: A Fuel Adjustment shall apply when prices exceed \$2.50 per gallon as reported by EIA (Energy Information Administration), for Low Sulfur No. 2 Diesel Fuel in Los Angeles. The Fuel Adjustment Index shall be calculated as the average EIA price for the two weeks prior to the week in which the tugboat services were rendered. For every increment of \$0.05 over the Fuel Adjustment Index price of \$2.50 per gallon, a flat fee Fuel Adjustment shall be added to the invoice for the service region as indicated in the table of rates above. EIA prices can be accessed at: ([http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_s1\\_w.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_s1_w.htm)).
- Cancellation: If an order is cancelled after tugs have been dispatched, the charge shall be 50% of the applicable rate plus standby and running time at the hourly rate.
- Firefighting Charge: Tugs Response and Protector are equipped to ABS FIFI Class I Firefighting Standards, including foam. If called upon to fight fires, the rate shall be twice the hourly rate per tug. Foam replacement shall be cost plus 20%. Rates for other services by the aforementioned tractor tugs are available upon request.
- Hourly rates apply for tugs utilized in serving ships in the calculation of standby charges and, unless otherwise specified, whenever specific rates are not provided in this Schedule. The hourly rates shall apply from departure from home berth until return to home berth following completion of the operation. Rates for barge towing/pushing and flat towing between points shall be quoted upon request. Hourly rates are calculated in fifteen (15) minute increments, with a minimum charge of one hour. Standby (waiting time) charges start one-half hour after the time the tug is ordered. Fuel adjustments shall be applied to hourly charges as indicated in the table above for Hourly Tug Rates for situations where fuel is burned.

### MARINE SERVICES

1102 SW MASSACHUSETTS • SEATTLE • WASHINGTON • 98134 • 206.332.8000

[www.crowley.com](http://www.crowley.com)

# CROWLEY®

## TERMS AND CONDITIONS

### Scope of Service

- (a) The term "Customer" as used in this Schedule means and includes individually and collectively any person or entity ordering services pursuant to this Schedule, the vessel for which service is requested and such vessel's owners, operators, agents, charterers and managers. Unless the context otherwise requires, the term "vessel" as used in this Schedule means and includes the tank vessel or other vessel for which services are requested.
- (b) Rates apply to tug services for escorting, docking and undocking vessels under their own power.
- (c) Rates and terms and conditions for pushing or towing vessels not under their own power, for rescue towing, for assisting vessels aground, for salvage and for other services not specified in this Schedule shall be provided upon request.
- (d) In the event a vessel or its propelling tug breaks down during the course of service under this Schedule, the Crowley escort or assist tug shall stand by and render additional service to the vessel or its propelling tug within the reasonable capabilities of the Crowley tug. Customer shall pay Crowley for any such additional service as required. Nothing in this Schedule waives the salvage rights, which any tug crewmember has at law.
- (e) The services to be provided by Crowley to tank vessels assume that both Customer's tank vessel and Crowley's tug shall use due diligence to comply with all applicable laws, including the Tank Vessel Escort Regulations for Washington State Harbors, if applicable.
- (f) Crowley operates numerous tugboats ranging from 2000 to 10200 HP in Puget Sound and in other U.S. harbors and coastal waters.
- (g) This Schedule applies to the Ports of Puget Sound and contiguous waters and supersedes and cancels all previous tariffs applicable to those locations.
- (h) Payment is due within 10 days of receipt of invoice. A service charge shall be assessed on amounts outstanding over 30 days at the maximum lawful rate.

### Unusual Conditions

When circumstances beyond the control of Crowley, such as weather, tidal conditions, difficult berths, obstructions, congestion, vessel size or configuration, requests by ship's master, pilot or port agent, or other factors require that additional tugs be dispatched to a job, charges for services performed by such additional tugs shall be at the Hourly Rates set forth in this Schedule. When additional tugs are dispatched and/or conditions are such that the vessel assisted or escorted is delayed, Crowley shall attempt to contact the ship's agent, but shall not be held liable for failure or inability to do so or for any loss, damage or expense resulting from such delay. If any vessel assist or escort involves special or unusual risks, Crowley may require agreement on modified rates and terms and conditions. Crowley reserves the right, in its sole discretion, to decline to offer service to any potential customer.

### Delegation

All or part of any service furnished pursuant to this Schedule may be delegated to another service provider without notice to Customer. Customer agrees that any service provider performing delegated services shall have the benefit of all defenses, exemptions and limitations of liability provided pursuant to this Schedule for the benefit of the parties listed below in the Limitation of Liability Clause. In performance of any such delegated services, the service provider shall be considered an independent contractor and not the agent, contractor or employee of Crowley.

### Warranties

Crowley warrants that it shall exercise due diligence to furnish seaworthy tugs which are adequately manned and equipped for the work to be performed pursuant to this Schedule. Except as provided in this Warranties Clause, Crowley makes no warranties of any kind, express or implied, and expressly disclaims any warranty of workmanlike service or performance.

### Exceptions

Crowley agrees to supply services promptly as requested, taking into consideration prior commitments, upon receipt of orders. Notwithstanding any other provision of this Schedule to the contrary, Crowley shall not be responsible for delays, extra expenses or damages of any nature whatsoever caused by strikes, accidents, fire, weather, failure of personnel or equipment, acts of God or any other similar or dissimilar cause beyond the control and without the fault of Crowley.

### Limitation of Liability

The furnishing of any service or any action taken by Crowley pursuant to this Schedule shall not be construed to be or give rise to a personal contract. It is understood and agreed that Crowley, the tugs, their owners, charterers, operators, managers and agents shall have the benefit of all exceptions from and limitations of liability to which such party is entitled under the limitation of liability statutes of the United States. Neither Customer, nor Crowley, the tugs, their owners, charterers, operators, managers or agents shall be liable for any indirect or consequential damages, including without limitation, extra expense, loss of profits, loss of use of vessel or property, delay or damages resulting from loss of use of vessel or property, whether resulting from negligence, breach of the terms and conditions of this Schedule, or otherwise by Customer or Crowley, and even if the possibility of such damage is foreseeable by Customer or Crowley. Any vessel assisted, towed or escorted pursuant to this Schedule assumes all risk of any and all loss or damage sustained by it or by any other vessel, property or person 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. Unless entitled to immunity as a responder or otherwise under OPA-90 or applicable state laws and subject to defenses to, exemptions from and limitations of liability provided in this Schedule, Crowley, the tugs, their owners, charterers, operators, managers and agents shall be liable, to the extent but only to the extent based upon their degree of legal fault, up to and including the first \$250,000 collectively for all claims, demands, causes of action, liabilities and costs (including attorneys' fees) arising out of or related to a single occurrence or connected series of occurrences in connection with any service rendered by Crowley pursuant to this Schedule. Customer understands and agrees that the Hourly Rates assume the limitation of liability afforded by this Limitation of Liability Clause and that this Clause shall not be limited, restricted or in any way affected by the amount of insurance carried by Customer.

### Indemnity

All claims, demands, causes of action, liabilities and costs (including attorneys' fees) exceeding the first \$250,000 collectively that are attributable or alleged to be attributable to the acts or omissions of Crowley, the tugs, their owners, charterers, operators, managers or agents, or to a tug's unseaworthiness, and which arise out of or relate to a single occurrence or connected series of occurrences in connection with any service rendered by Crowley pursuant to this Schedule shall be subject to the following indemnity: Customer agrees to indemnify and hold harmless Crowley, its directors, officers, agents, employees, insurers, shareholders, representatives, affiliated companies, subcontractors, vessels and their owners, operators, agents, charterers and managers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all in personam and in rem claims, demands, causes of action, liabilities and costs of every type and character, including but not limited to attorneys' fees, expenses, penalties, fines (including penalties or other charges or costs imposed by any federal, state or local authority), and damages which an Indemnified Party suffers, sustains or becomes liable for by reason of any accidents, damages, injuries and/or being deemed a responsible or third party for purposes of pollution laws such as OPA-90 and state laws either to the person (including any employee or agent thereof) or property of Crowley or Customer, to the person and/or property (including any natural resources) of any third party, including but not limited to, federal and state governments and agencies thereof, landowners, shipowners and cargo arising out of or related to performance of any services pursuant to this Schedule. The parties intend for this indemnity to apply in all instances, including but not limited to allision, collision, personal injury, fire, explosion, grounding and oil spill of any nature whatsoever (including without limitation crude oil, refined products and bunkers). Customer further agrees that the Indemnified Parties shall have the right, but not the obligation, to tender the defense to Customer of any and all lawsuits or other legal proceedings arising out of or in any way connected with matters which are the subject of this Indemnity Clause, but that failure to tender any such lawsuit or legal proceeding for defense shall in no way release or relieve Customer of its obligations under this Indemnity Clause.

### Notice of Damage and Claim

Notice of any alleged damage or injury suffered or caused by a vessel to which services are rendered pursuant to this Schedule must be given to Crowley within a reasonable time (not to exceed 48 hours) after the alleged occurrence. If it is intended that a claim be made upon Crowley based upon such alleged damage or injury, written notice of such intention must be given within thirty (30) days of such occurrence. In the absence of either one or both notices provided for above, no claim arising out of such occurrence shall be valid, and no suit may be maintained in respect of such claim on account of damage or injury suffered or caused by such vessel. In any event, Crowley shall be discharged from any liability of any nature whatsoever unless suit is brought within one year after the occurrence for which claim is made. In addition to the foregoing requirements, no such claim shall be valid and no suit may be maintained on account of any such damage or injury unless Crowley is given a reasonable opportunity to inspect and survey the damage for which claim is made prior to the commencement of any repairs.

### Taxes

Crowley shall not be responsible for any transportation, use, sales or any similar federal, state or local taxes due from the operation and use of any tug pursuant to this Schedule, and any such taxes shall be for Customer's account; provided, however, Crowley shall pay all taxes applicable to its ownership of any tug performing services pursuant to this Schedule.

### Pilotage

No pilotage services are offered or supplied by Crowley. Compliance with all pilotage and vessel manning requirements is the responsibility of Customer. In the event a pilot, whether mandatory or voluntary, is aboard the vessel to assist in the movement or docking/undocking of the vessel, the pilot is deemed to be acting on behalf of the vessel and Customer. Customer assumes all risk of loss for personal injury or death of any person or damage to or destruction of any property to the extent arising out of or in connection with the acts or omissions of the pilot. Customer also agrees to indemnify, defend and hold the Indemnified Parties harmless from any such loss (including costs and attorneys' fees).

### Customer Authority

If any vessel for which service is requested pursuant to this Schedule is not owned by the person or entity ordering such service, it is understood and agreed that such person or entity warrants its authority to bind the vessel and its owners, operators, agents, charterers and managers to all the provisions of this Schedule. Such person or entity agrees to indemnify and hold harmless the Indemnified Parties with respect to all losses, damages and/or expenses (including costs and attorneys' fees) that may be suffered or incurred by any Indemnified Party in consequence of the failure of such person or entity to have such authority.

### Severability

If any part of this Schedule is held to be invalid by an arbitrator or mediator, court of competent jurisdiction or agency having authority over the subject matter of this Schedule, the remaining provisions of this Schedule shall be unaffected and continue in full force and effect.