

# Schedule of Rates and Terms

## PACIFIC NORTHWEST LINE HANDLING SERVICE

EFFECTIVE: 01 JANUARY 2019



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### SEATTLE OR TACOMA HARBORS

#### TAKING OR LETTING GO OF LINES

PER LINEHANDLER, UP TO 2 HOURS	\$350
FOUR (4) LINEHANDLER TAKE OR LET GO (2 HOUR MINIMUM)	\$1,400
SIX (6) LINEHANDLER TAKE OR LET GO (2 HOUR MINIMUM)	\$2,100
EIGHT (8) LINEHANDLER TAKE OR LET GO (2 HOUR MINIMUM)	\$2,800
HOURLY RATE PER LINEHANDLER, BEYOND INITIAL 2 HOURS	\$175

**THIRD SHIFT DIFFERENTIAL:** Work performed weekdays or weekends between 02:00 and 08:00 will be assessed an additional charge of \$ 26.00 per hour beyond the regular rate, charged in half-hour increments.

**BENEFIT ASSESSMENT SURCHARGE:** Linehandling services in Seattle and Tacoma are subject to a Benefit Assessment Surcharge of \$35.00 per linehandler.

**HOLIDAY CHARGES:** The minimum call out for linehandling work on "No Work Holidays" is 4 hours. Additionally, a holiday surcharge of \$90.00 per linehandler will be charged for linehandling work performed on No Work Holidays.

New Year's Day	15:00 12/31 to 08:00 01/02
Bloody Thursday	08:00 07/05 to 08:00 07/06
Labor Day	08:00 Labor Day to 08:00 of the next day
Thanksgiving Day	08:00 Thanksgiving Day to 08:00 of the next day
Christmas	15:00 12/24 to 08:00 12/26

#### SERVICE SPECIFIC TERMS AND CONDITIONS: (SUPERSEDES GENERAL PROVISIONS)

**JOB DURATION:** The job shall commence one-half hour before the scheduled time of arrival or departure of the vessel. If Linehandlers have not been released by the end of the 2 hour period, standby charges will be charged at in half hour increments.

**MANNING REQUIREMENTS:** Manning requirements may vary depending on mooring configuration, type of line, dock layout and condition, weather conditions, safety considerations, and any other situations that may arise. Examples include: 1) Lines that are crossed with other vessels' lines; 2) Dock cranes or construction equipment in work area; and 3) Ice and snow.

**ORDERS:** Line orders for ship movements (even if tentative) should be given as far in advance as possible and confirmed later.

**CANCELATION:** Orders canceled or changed less than 2 hours prior to job time will be billed at full rate. Calls to cancel or change the time on a firm order must be made at least two hours before the time set for the arrival or departure to allow us to have sufficient time to cancel our order to the Lineman and thereby eliminating the cost of a minimum charge, or in some instances, standby charges.

**SPOTTING VESSELS:** Foss Lines Service is not responsible for spotting vessels.

#### GENERAL PROVISIONS

**NOTICE OF DAMAGE CLAIM:** Should any damage or injury be suffered by or caused to a vessel to which services by or caused to a vessel to which services are rendered hereunder, notice must be given this company within 72 hours, as well as 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 injury or damage must be made within 30 days of such occurrence. Any action brought as a result of such injury or damages must be brought within one year of the date of the occurrence. Failure to give any notice and opportunity to inspect, if applicable, under this clause constitutes waiver of the right to bring an action as a result of any such occurrence.

**LIMITATION OF LIABILITY:** The furnishing of any service, or anything done in connection therewith, shall not be construed to be, or give rise to, a personal contract and it is understood and agreed that Foss, the tugs, their owners, charterers, operators, managers and agents shall have the benefit of all exceptions from, and limitations of, liability to which an owner of a vessel is entitled under any limitation of liability statutes of the United States, including, but not limited to, limitation or immunity from liability under the Oil Pollution Act of 1990 ("OPA 90") and any applicable state law. In no event shall Foss, Customer, the tugs, or their owners, charterers, operators, managers and agents, be liable for any incidental or consequential damages of any nature whatsoever. 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 herein, Foss, the tugs, their owners, charterers, operators, managers and agents shall be liable, to the extent required by law, up to and including the first \$100,000 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 Foss pursuant to this schedule. Customer understands and agrees that the 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 \$100,000 that are attributable to the acts or omissions (whether negligent or otherwise) of Foss, the tugs, their owners, charterers, operators, managers and 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 Foss pursuant to this schedule shall be subject to the following indemnity: Customer agrees to indemnify, defend and hold harmless Foss, the tugs, their owners, charterers, operators, managers and agents from all claims, demands, causes of action, liabilities and costs (including attorneys' fees) of every type and character, whether in rem or in personam, which are asserted against them by any person (including, without limitation, Customer's employees) for personal injury, illness or death, or for loss or damage to property of any kind or type as well as oil pollution or the spill of any hazardous substance. The parties intend for this indemnity to apply to all incidents of whatsoever nature.

**STRIKES, BREAKDOWNS, ETC.:** The linehandlers, the company owners, operators, managers, agents and charterers shall not be responsible or liable for any expenses, losses, damages or claims whatsoever caused by or resulting from the failure or delay in the performance of services due to strikes, labor difficulties, breakdowns, shortage of tugs, priorities in service or any other causes of like or different character beyond their control or created by the operation of law.

**SUBCONTRACT:** All or part of any service requested may be subcontracted to others without notice. Any such subcontractor shall have the benefit of all defenses, exemptions and limitation of liability provided Foss and shall be considered an independent contractor and not an agent, servant or employee of Foss.

**PAYMENT TERMS:** Payment is due within 15 days of receipt of invoice. A service charge will be assessed on amount outstanding over 15 days at the rate of 18% per annum.

**CUSTOMER AUTHORITY:** The person or company ordering tug and/or piloting services warrants that it has the authority to bind the tow and its owners (and charterers, in any) to all the provisions of the preceding paragraphs and shall indemnify and hold harmless this company and its agents and servants and each tug and/or pilot utilized with respect to losses, damages or expenses that may be suffered or incurred in consequence of any lack of such authority.