

MORAN TOWING OF NEW HAMPSHIRE

DIVISION OF MORAN TOWING CORPORATION



34 Ceres Street
P.O. Drawer 448
Portsmouth NH 03802

TELEPHONE:
(603) 436-1209
portsmouth@morantug.com

FACSIMILE:
(603) 436-0417
www.morantug.com

Schedule of Rates, Terms and Conditions

Effective January 15, 2009

TOWAGE AGREEMENT PORTSMOUTH, NEW HAMPSHIRE

Dated: _____

It is hereby agreed between Messrs: _____ (hereinafter called "OWNERS") and Moran Towing of New Hampshire (and its successors) (hereinafter called "MORAN") that MORAN will furnish tugs for and attend to all the towage requirements at the Port of Portsmouth, NH and all terminals on the Piscataqua River and its tributaries, of vessels owned, managed or controlled by OWNERS, and OWNERS agree to place all of their towage requirements at Portsmouth 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 and 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 to remain in force from _____ and shall continue thereafter from year to year until cancelled by either party giving to the other thirty (30) days notice in writing prior to the annual expiration date.

Acceptance:

MORAN TOWING OF NEW HAMPSHIRE
Division of Moran Towing Corporation

By: _____ Owners

Division Vice President

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

1 GENERAL

- a. Tonnage refers to metric tons deadweight, as published in the current edition of "Lloyd's Register of Shipping".
- b. The first ship to arrive at anchorage will have priority docking, and ships at anchorage will have priority over ships at docks.
- c. When two (2) ships wish to dock on the same tide, and extra tugs may be secured, the ship not having priority will be charged the cost of the extra tugs in addition to the regular rate.
- d. Ship rates will apply to tank barges over 75,000 barrels and dry bulk barges over 7,500 DWT.
- e. Orders for tug service should be given during normal business hours and at least twenty-four hours in advance. Orders received that give less than twenty-four hour advance notice will not necessarily be given priority over vessels scheduled to sail, and may incur added costs if outside tug assistance is required to accommodate their arrival. Earlier notice of arrivals would be appreciated whenever possible.

2 SCHEDULE OF RATES

FOR TUG ASSISTANCE WHILE DOCKING OR UNDOCKING IN CLEAR WATER AND CLEAR BERTH. From anchorage to berth or return.

It is understood that all tug service to a self-propelled vessel, whether or not such vessel is making use of her own propelling power, is furnished subject to the terms and conditions set forth herein and at the following rates:

(MINIMUM RATES PER VESSEL)

BASE CHARGE (0-16,000 DWT Tons)

ZONE	BERTH	One Tug		Two Tugs*	
		Weekdays	Sat/Sun/Holidays	Weekdays	Sat/Sun/Holidays
(1)	PUBLIC SERVICE SCHILLER DOCK, State Pier, Sprague, Irving, Granite State and National Gypsum Terminals	\$3145	\$4716	\$4191	\$6288
(2)	TYCO CABLE	\$3237	\$4855	\$4317	\$6474
(3)	AVERY LANE, including Sea-3, Coastal and Trimount Terminals	\$3328	\$4992	\$4437	\$6657
(4)	SPRAGUE RIVER RD.	\$3444	\$5166	\$4592	\$6888

***If the Bridge team deems it necessary, a third tug will be applied at the same rate.**

**WEEKDAY HOURLY RATES \$475 PER HOUR PER TUG
SATURDAY, SUNDAY, AND HOLIDAY HOURLY RATES \$575 PER HOUR PER TUG**

3 TONNAGE CHARGE

In addition to the rates charged in all Zones, add \$.26 per deadweight ton over 16,000 up to a maximum of 45,000 deadweight tons.

4 DETENTION

The rates set forth herein include waiting time up to one hour measured from the time that the tug reports for service (but not earlier than the time ordered). Waiting time in excess of one hour will be charged at the applicable hourly rate, computed in one half hour increments, any fraction thereof to be charged at full one-half hour. If the vessel is delayed for any reason not attributable to Moran after commencement of the work, all such delay shall be charged at the applicable hourly rate per tug, computed in one-half hour increments, any fraction thereof to be charged a full one-half hour.

5 CANCELLED ORDERS

When a tug is ordered and then cancelled, a charge calculated at the applicable hourly rate, will be made for all time elapsed from the time each tug leaves its station until it returns. The charge per tug will be computed in increments of one-half hour for each tug with a minimum charge of three (3) hours per tug. There will be no charge if the orders are cancelled at least three (3) hours before the tugs were ordered to report.

6 SHIFTING – BERTH TO BERTH

Whenever a vessel having use of its own propelling power is shifted from berth to berth, the charge for the tugs shall be one half (½) the higher base Zone rate, plus one half (½) the charge for the deadweight tonnage between 16,000 and 45,000 tons.

7 ICE CONDITIONS

When tugs are operating under “ice conditions” there will be an additional charge of fifty percent (50%) of the applicable hourly rate, computed in increments of one-half hour, any fraction thereof to be charged at full one-half hour.

8 DEADSHIPS

There will be an additional charge of one hundred fifty percent (150%) of the applicable rates set forth in paragraphs (2) and (6) above. A deadship is a vessel that has lost the use of its power or steering.

9 VESSELS AGROUND OR IN DISTRESS

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

10 MISCELLANEOUS TUG SERVICE

- a. **In Harbor** – The hourly charge for miscellaneous tug service calculated from the time the tug leaves its station until it returns to its station, shall be the same as the hourly rate set forth in paragraph (2) above. There shall be a minimum charge of three (3) hours per tug.
- b. **Out of Harbor** – Rates furnished on request.

11 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.

12 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 owner 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. 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 owner 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.

13 EMPLOYMENT 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 service, 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 Owner's vessel, Owner is 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 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) Notwithstanding anything to the contrary in this Contract or elsewhere, Owner understands and agrees that the rates charged hereunder are also predicated on Owner's agreement that the Tug Interests shall have no liability for any consequential, punitive, exemplary or special damages of any kind howsoever arising.

15 FUEL SURCHARGE

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

16 OTHER SERVICES

Rates for any services not covered by this Schedule will be furnished upon request.

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.



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

Portsmouth, New Hampshire

Moran Towing of New Hampshire
603-436-0556

Port of Albany

Moran Towing & Transportation
203-442-2839

Port of New York, New Jersey

Moran Towing & Transportation
203-442-2839

Philadelphia, Pennsylvania

Moran Towing of Pennsylvania
215-755-4706

Baltimore, Maryland

Moran Towing of Maryland
410-732-9600

Norfolk, Hampton Roads, Virginia

Moran Towing of Virginia
757-625-6000

Morehead City, North Carolina

Moran of Morehead City
(910) 763-1255

Wilmington, North Carolina

Moran of Wilmington Corp
(910) 763-1255

Charleston, South Carolina

Moran Towing of Charleston
843-529-3000

Savannah, Georgia

Moran Towing of Savannah
912-232-8103

Brunswick, Georgia

Moran Towing of Savannah
912-232-8103

Fernandina, Florida

Moran Towing of Florida
904-757-6900

Jacksonville, Florida

Moran Towing of Florida
904-757-6900

Miami, Florida

Moran Towing of Miami
305-375-0455

New Orleans, Louisiana

River Parishes Co., Inc.
(225) 869-3133

Beaumont, Orange, Port Arthur, Texas

Moran Towing of Texas, Inc.
409-962-0591

