

## Port Everglades Schedule of Tugboat Rates Effective February 15, 2014

Services furnished by Seabulk Towing Services, Inc. or Seabulk Towing, Inc. in the area indicated above shall be at the following rates and shall be subject to Seabulk's standard Terms and Conditions for harbor tug services, which may be found at <http://www.seabulktowing.com/schedule-of-tariff/>, as in effect at the time the Services are performed (such terms and conditions are hereafter referred to as the "Terms"). Capitalized terms used in this Rate Schedule and not otherwise defined shall have the meanings given to them in the Terms.

**1. BASE RATES PER TUG** (based on Gross Registered Tonnage (GRT); includes only one docking or one undocking)

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20,000 or less .....	\$2,625.00
20,001 to 22,500.....	\$3,218.00
22,501 to 25,000.....	\$3,470.00
25,001 to 27,500.....	\$3,860.00
27,501 to 30,000.....	\$4,247.00

Subject to the other provisions of this Rate Schedule, all vessels in excess of 30,000 GRT shall be charged the above Base Rate for vessels of 30,000 GRT plus \$152.00 per 1,000 GRT in excess of 30,000 GRT up to 100,000 GRT.

Vessels requiring Tugs to proceed beyond the sea buoy will be charged an additional \$1,110.00 per Tug.

The Base Rate to be charged for barges with tugs secured in the notch will be determined by the combined GRT of the barge and tug. Barges with tugs not secured in the notch and all other tug and barge combinations will be charged 150% of the Base Rate determined by the combined GRT of the barge and tug.

Berth-to-berth, berth-to-anchor, anchor-to-berth, and stream-to-dock/stern-in movements of the barges and ships shall be charged 150% of the applicable Base Rate.

**Base Rates provided above are not subject to discount unless under contract.**

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**2. NOTICE REQUIRED FOR ORDERING TUGS**

A request for Tug services shall be submitted at least eight (8) hours in advance for services required on weekdays, and twelve (12) hours in advance for services required on weekends.

**3. HOURLY RATES**

An hourly rate equivalent to 75% of the applicable Base Rate shall apply for Tugs providing standby services and, unless otherwise specified, whenever specific rates are not provided in this Rate Schedule. The hourly rate shall commence upon the Tug leaving its berth or last job and shall terminate upon the Tug returning to its berth or alongside its next job. Hourly rates are calculated in fifteen (15) minute increments, rounded up to the next quarter hour, with a minimum charge of one hour.

**4. ADDITIONAL TIME**

The rates in Paragraph 1 include waiting time of up to one-half hour when docking (from the time the Tug reports to the dock, Vessel abeam of dock). The rates in Paragraph 1 also include waiting time of up to one-half hour when undocking (from the time the Tug reports at the scheduled sailing time). Waiting time for each Tug exceeding one-half hour shall be charged the rate of \$1,110.00 per Tug per hour or pro-rata for part of an hour. If the Vessel is detained for any reason not attributable to Seabulk after commencement of Services, all such waiting time shall be charged at a rate of \$1,110.00 per Tug per hour, or pro-rata for part of an hour.

**5. CANCELLATION**

When a Tug is deployed and is then cancelled, a charge equivalent to 67% of the applicable Base Rate will be made for every hour or pro-rata for any part thereof from the time the Tug leaves the lay berth or completes its a previous job until it arrives back at the lay berth or reports to another job, with a minimum charge of one hour per Tug. If any request for Service is cancelled before the Tug is dispatched, the Customer shall pay a minimum charge of 75% of the applicable Base Rate.

**6. ADDITIONAL CHARGE**

For Services performed between the hours of 16:00 and 08:00 on weekdays, and for Services performed during any hour on holidays, Saturdays or Sundays, a 35% additional charge will be added to all rates referred to in this Rate Schedule. If the holiday falls on a Saturday or Sunday, overtime rates will apply on the Friday prior to, or the Monday following, the holiday. When Services for which a fixed payment is assessed pursuant to Paragraph 1 are performed partially during an overtime period and partially during a straight time period, the Customer will be charged at the overtime rate for the entire service period. Recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**7. SPECIAL SERVICES**

When a Tug is called to render immediate Services to a Vessel in the harbor or elsewhere, the charge will be \$1,200.00 per Tug per hour. Time will start when the Tug leaves from the point where she then is and will stop when the Tug arrives back at a designated lay berth or reports to another job. These charges are not subject to a discount.

**8. DEAD SHIP SERVICES**

In the event a Vessel is a Dead Ship at any time while Services are being provided, the charge for the Services will be a 35% surcharge to the applicable tariff rate per Tug.

**9. EXCLUDED SERVICES**

This Rate Schedule and the Terms shall not apply to rescue towing, assisting Vessels aground or otherwise in peril, salvage and any other services not specified in this Rate Schedule. Such excluded services are subject to separate rates and terms and conditions to be mutually agreed by the parties.

**10. FUEL SURCHARGE**

All rates in this Schedule are subject to Seabulk's prevailing fuel surcharge, calculations of which will be provided upon request. This charge is not subject to a discount.

**11. PAYMENT TERMS**

Payment terms are net thirty (30) days from the invoice date. In the event that payment is not made when due, in whole or in part, Seabulk shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs, and interest of one and one-half percent (1½% ) per month on all outstanding balances. Payments received from or on behalf of the Customer 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 the Customer commencing with the oldest such invoice and then to each subsequent such invoice, and SECOND to satisfy all Tug Service charges arising hereunder commencing with the oldest open invoice and then to each subsequent invoice.

**12. PERIODIC ADJUSTMENT**

This Rate Schedule and the Terms are each subject to periodic adjustment or amendment by Seabulk by posting, from time to time, an updated version to Seabulk's website at <http://www.seabulktowing.com/schedule-of-tariff/> at least 30 days prior to the effective date of such updated version.

**13. TERMS AND CONDITIONS OF SERVICE; ACCEPTANCE OF SERVICE**

All Services provided pursuant to this Rate Schedule shall be subject to the Terms, which may be found at <http://www.seabulktowing.com/schedule-of-tariff/>, as in effect at the time the Services are performed. By accepting the Services described in this Rate Schedule, the Customer shall be deemed to have agreed to and accepted this Rate Schedule and the Terms in all respects, regardless of whether or not any written acceptance is given.