

# **RATES AND TERMS & CONDITIONS**

## **FOR TUG SERVICES**

### **PALM BEACH, FLORIDA**

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**EFFECTIVE FEBRUARY 1, 2023**

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### **E.N. BISSO PALM BEACH, LLC.**

**1 WALNUT STREET  
NEW ORLEANS, LOUISIANA 70118  
504-828 3296**

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**PALM BEACH : OFFICE/TUGS : 561 - 829 7843**

# Schedule of Rates for Tug Assistance in Palm Beach, Florida

## Based on Gross Registered Tonnage (GRT)

Effective February 1, 2023

### Docking and Undocking Charges Per Tug

10,000 GRT or Less .....	\$3,800.00
10,001 to 15,000.....	\$4,025.00

Vessels in excess of 15,000 GRT shall be charged a Base Rate of \$4,250.00 plus \$110.00 per 1,000 GRT or fraction thereof in excess of 15,000 GRT.

Exception for service performed by Tug ‘Mary M.’

10,000 GRT.....	\$3,200.00
10,001 to 15,000.....	\$3,400.00

Vessels in excess of 15,000 GRT shall be charged a Base Rate of \$3,600.00 plus \$110.00 per 1,000 GRT or fraction thereof in excess of 15,000 GRT.

*NOTE: Docking and Undocking shall be defined as a service rendered to assist a vessel that is using its own propelling power.*

A Fuel Surcharge may be assessed to all rates.

Barges and ships without motive power shall be charged at 150% of the base rate.

Shifting (including undocking and docking) shall be charged at 150% of the base rate.

Barges with tugs secured in the notch will be charged the basic vessel rate. Barges with tugs not secured in the notch and all others will be charged at 150% of the base rate.

Waiting Time: When a tug is ordered to dock or undock a vessel and must wait more than one-half hour after the Reporting Time, the vessel will be charged \$850.00 per hour or part thereof per tug.

Cancellation of Orders: The charge for orders cancelled with less than two hours’ notice will be 50% of the applicable rate.

Standby Charges: When a tug is ordered and requested to standby without assisting the vessel, the charges will be 75% of the applicable rate.

Overtime: For services provided on weekdays (Monday through Friday) before 8:00 AM and after 4:00 PM and/or on Saturdays, Sundays and U.S. Federal Holidays, there will be an additional Overtime Charge of 35%.

When a Holiday falls on a Sunday, the following Monday is a Holiday.

Basic rates do not apply to vessels ashore, aground or in distress. Rates will be quoted upon request. Rates for outside services, salvage, distant towing and coastwise services will be quoted upon request.

Service not otherwise defined in this Tariff shall be charged at \$1,265.00 per Hour, Service not otherwise defined and performed by Tug 'Mary M.' at \$920.00 per Hour. minimum 2 Hours, calculated in half-hour increments.

Payment for services is due within 30 days of the date services are provided unless otherwise agreed.

## **Terms and Conditions**

### *1. Limits of Liability*

- a) Services furnished under this Schedule of Rates, which rates are based upon these limits of liability, only relate to providing tugboats. No representations are made as to the adequacy of the tugboats to accomplish the undertaking in which they are engaged to assist. E.N. Bisso Palm Beach, LLC. does not provide pilots, voluntary or compulsory, nor does it or its masters provide pilotage services. While the tugs are engaged in assisting any movement of a vessel, whether under its own power or not, such assistance shall be under the direct supervision and control of the master, pilot or person directing the movement of the assisted vessel(s). The tugboats, their masters and crews, shall, during such movements, be the servants of the vessels and their owners while said tugs are being operated in obedience of the orders of the individuals in charge of the assisted vessel(s).
- b) Any assisted vessels and their owners agree to hold harmless the assisting tugboats, their owners, charterers, insurers, operators, and managers, masters and crew free from all liability of every nature whatsoever and howsoever caused in excess of \$250,000.00 in property damages, and any other losses or costs of judgment.
- c) 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 that the tugboats furnished by E.N. Bisso Palm Beach and their owners, charterers, operators, managers, agents, masters and crew and their respective insurers, shall

have the benefit of all exemptions, exonerations from, and limitations of, the Limitation of Liability Statutes of the United States.

- d) E.N. Bisso Palm Beach shall have no liability for any consequential, punitive, exemplary or special damages of any kind for any reason.
- e) E.N. BISSO PALM BEACH WARRANTS THAT IT WILL EXERCISE REASONABLE CARE DURING THE PERFORMANCE OF TUG SERVICES PROVIDED HEREUNDER BUT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED.

2. *Lien Rights*

Tugs shall have absolute lien rights on the vessel being assisted for all charges and expenses incurred hereunder. In the event that it becomes necessary to protect its rights or to collect any sums due hereunder, reasonable attorneys' fees, all court costs and reasonable expense of collection and interest shall be added to any amounts due and owing.

3. *Force Majeure*

E.N. Bisso Palm Beach shall not be responsible or liable for any expense, loss, damage or claim whatsoever caused by or resulting from delays, failures, acts or omissions in the performance of tug services arising from or related to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storms or hurricanes, lightning, epidemics, war, disorders, civil commotion, acts of God, acts of the public enemy, terrorists, port congestion, shortage of tugs, mechanical breakdowns, priorities in service, or any other cause whatever beyond its control.

4. *Law and Disputes*

The General Maritime Law of the United States is applicable and to the extent pertinent, the law of the State of Florida without regard to its conflicts-of-law principles. Disputes that cannot first be resolved without resort to court proceedings must then be litigated in the United States District Court for the Southern District of Florida. If any provision herein or part thereof is found to be unenforceable, then all of the remaining terms and conditions continue to have full force and effect.