



## McALLISTER TOWING OF NEW YORK, LLC

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### Schedule of Rates, Terms and Conditions

**Effective Date: March 15, 2025**

It is hereby agreed among Messrs: \_\_\_\_\_ (hereinafter, called "Owner") and McAllister Towing of New York, LLC (and its successor) (hereinafter called "McAllister" and the Owner together with McAllister (collectively referred to as the "Parties") that McAllister will furnish Tugs for and attend to all the towage requirements at the ports serviced by McAllister (each a "Port" and, collectively the "Ports") and other agreed locations of Vessels owned, managed or controlled by Owner. Owner agrees to place all of its towage requirements in the designated Ports and other agreed locations with McAllister in accordance with this Schedule of Rates, Terms and Conditions including the General Rate Terms annexed hereto as Addendum 1 and the Port Specific Rate Schedule annexed hereto as Addendum 2, as such may be amended from time to time (referred to throughout as the "Contract"). It is understood and agreed by the Owner that the rates contained herein may be amended by McAllister from time to time as hereinafter provided and that the then current rates as specified in the General Rate Terms and Port Specific Rate Schedule are posted online at WWW.MCALLISTERTOWING.COM and all updated rates, terms and conditions posted by McAllister online are specifically incorporated herein by reference as if expressly set forth herein. In addition, a hard copy of the current rates will be provided by McAllister to Owner upon written request by Owner.

By signing this Contract, any person or company who orders Services represents and warrants that it is authorized to do so on behalf of the Owner of the Vessel to be assisted. Such person and/or company further agrees to indemnify and hold McAllister harmless from any and all damages and expenses that may be sustained or incurred by McAllister in the event and in consequence of such person or company not having such authority. Owner agrees that after the Effective Date of this Contract, McAllister may issue a written notice of an adjustment to rates, terms and/or conditions applicable to any Services provided hereunder to Owner at least 30 days prior to the effective date of such adjustments as stated in such notice. It is understood and agreed that said notice of adjustment shall be an agreed amendment to this Contract, without need for additional signatures, unless McAllister receives written notice of rejection of said adjustment on behalf of Owner prior to the effective date of such adjustment.

This Contract shall remain in effect for one year from the Effective Date stated above and shall continue thereafter from year to year until cancelled by either Party by giving thirty (30) days' notice in writing prior to the annual expiration date.

In the event that no agreement is executed and the Owner accepts Services from an Affiliate, the Owner shall be deemed bound by the full Schedule of Rates, Terms and Conditions in effect at the time the Services are provided for the Port from which the Services are dispatched, including any applicable addenda, as if the Owner had duly signed the applicable Schedule of Rates, Terms and Conditions.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Schedule of Rates, Terms and Conditions as of the Effective Date first stated above.

McAllister Towing of New York, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_

Signature of Owners, Charterers, or Agents

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNLESS A VESSEL IS SUBJECT TO A TOWAGE AGREEMENT WITH McALLISTER, ALL TUG SERVICES REQUESTED BY OR ON BEHALF OF A VESSEL ARE PERFORMED BY McALLISTER SUBJECT TO ALL THE RATES, TERMS AND CONDITIONS SET FORTH IN THE SCHEDULE OF RATES, TERMS AND CONDITIONS POSTED ON McALLISTER'S WEBSITE AND IN EFFECT ON THE DATE AND PORT FROM WHICH THE TUG SERVICES ARE PROVIDED (WHICH SCHEDULE INCLUDES LIMITATIONS AND DISCLAIMERS WITH RESPECT TO PERFORMANCE OF SAID TUG SERVICES OBLIGATIONS AND OPTIONS FOR OWNER). McALLISTER REJECTS INCORPORATION BY REFERENCE OF OTHER PARTIES' ONLINE TERMS AND CONDITIONS. IF A VESSEL IS SUBJECT TO A WRITTEN TOWAGE AGREEMENT WITH McALLISTER, THE RATES, TERMS AND CONDITIONS SET FORTH IN THE APPLICABLE SCHEDULE OF RATES, TERMS AND CONDITIONS SHALL APPLY WHERE THE WRITTEN TOWAGE AGREEMENT IS SILENT UNLESS OTHERWISE STATED IN SUCH AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO TERM OR CONDITION OF THIS SCHEDULE OF RATES, TERMS AND CONDITIONS MAY BE DELETED OR AMENDED UNLESS AGREED TO IN A WRITING SIGNED BY AN OFFICER OF McALLISTER AND BY OWNER. THE RATES, TERMS AND CONDITIONS IN THE SCHEDULE OF RATES, TERMS AND CONDITIONS CURRENTLY IN EFFECT FOR THE PORTS SERVICED BY McALLISTER IS PUBLISHED ON McALLISTER'S WEBSITE AT [WWW.MCALLISTERTOWING.COM](http://WWW.MCALLISTERTOWING.COM) AND IS ALSO AVAILABLE UPON REQUEST.

**ADDENDUM 1**  
**GENERAL RATE TERMS**

**DEFINITIONS:** As used herein, the following terms shall mean:

**“Docking/Undocking”:** Tug Services rendered to assist a Vessel using its own propelling power from the stream to a dock or from a dock to the stream.

**“Anchoring”:** When Tug Services rendered to assist a Vessel commences or terminates with Tugs assisting alongside at a designated anchorage.

**“Affiliate”:** An affiliate of, or person affiliated with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

**“Discount”:** A discount to a docking/undocking rate agreed to in writing between McAllister and Owner.

**“Escort/ Tethered Tugs”:** Tug Services in which a Tug is requested or required to attend upon a Vessel during transit and provide assistance beyond the standard Docking and/or Undocking operations within the port. Tethering refers to the Tug’s line being physically connected to the Vessel by a towline during these Tug Services.

**“General Rate Terms”:** The general rate terms applicable to the Ports as set forth in this Addendum 1 as such may be amended from time to time.

**“Holidays”:** New Year’s Day, Martin Luther King Jr. Day, President’s Day, Easter Sunday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving, Day after Thanksgiving, Christmas Day and any national holiday hereafter designated by the federal government. In the event any of the above days fall on a Saturday or Sunday, the following Monday will be observed as such Holiday.

**“McAllister”:** McAllister Towing of New York, LLC and its successors performing the relevant Services from time to time.

**“McAllister Interests”:** McAllister and the Tugs providing Services pursuant to this Contract, and each of their respective owners, officers, directors, employees, affiliates, operators, charterers, managers, underwriters, insurers, masters and crews.

**“McAllister Station”:** The Tug’s customary berth at the McAllister facility or, if applicable, the berth or other place from which the Tug was dispatched to perform the relevant Services and/or to which it proceeded following the provision of such Services.

**“Owner”:** Collectively, the owner, charterer, operator and manager of the Vessel receiving the Services from McAllister.

**“Port Specific Rate Schedule”:** The Port Specific Rate Schedule for the Ports annexed hereto as Addendum 2.

**“Services”:** The Tug Services provided by McAllister under this Contract.

**“Shifting Services”:** Assistance required to shift a Vessel from berth to berth, berth to anchorage, anchorage to anchorage, anchorage to berth, anchorage to stream or from stream to a dock stern in, whether or not the Tug is made fast to the Vessel.

**“Towed Vessel”:** A Vessel that at the commencement of any Tug Services is: (i) non-self propelled; or (ii) does not have use of or will not be using its propelling power and/or steering including, but not limited to, barges and deadships.

**“Tug or Tugs”:** The tugboat or other vessel provided or arranged by McAllister to perform the requested Tug Services.

**“Tug Services”:** Any activities or services which a Tug provides to the Vessel, including but not limited to Anchoring, Docking, Undocking, Escorting, Shifting Services, Tethered Escorting, hourly or standby services, line handling, or any of the other such actions a Tug, may be requested to provide.

**“Vessel”:** Shall mean a Vessel that receives the relevant Services.

**RATES:** The docking and undocking fees, hourly rates, surcharges and other fees for Services under this Contract are set forth in these General Rate Terms and the Port Specific Rate Schedule. All fees, rates and surcharges are stated in and shall be payable in United States Dollars. The Owner acknowledges and agrees that any Discount only applies to the applicable docking/undocking rate specified

in the Port Specific Rate Schedule. Notwithstanding anything to the contrary contained herein, a Discount does not apply to the rates for any other Services, including, but not limited to, Services provided on an hourly basis.

**NOTIFICATION:** Owner shall provide a minimum of forty-eight (48) hours advanced notice of time of arrival and twenty-four (24) hours advance notice from sailing time. Definite notice for all Services shall be at least four (4) hours prior to the time the Tug is required.

**DETENTION:** For detention of a Tug caused by the Vessel not being ready or other conditions beyond McAllister's control, the time of detention will be charged at the hourly rate set forth in the Port Specific Rate Schedule per Tug. Detention shall also be charged for any delay after movement of a Vessel has commenced, in proceeding toward berth or in berthing, when such delay is caused by circumstances beyond the control of the Tugs.

**ANCHORING:** When Tugs are requested to take a Vessel from or to an anchorage, an anchoring surcharge equal to the rate per Tug, if any, as specified in the Port Specific Rate Schedule will be added to any other charges for Tug Services.

**HOLIDAY, SATURDAY and SUNDAY SURCHARGE:** Services performed on a Holiday, a Saturday or a Sunday shall be charged the applicable rate plus Holiday surcharge as defined in the Port Specific Rate Schedule.

**ESCORTING:** Should a Tug be requested or required to provide Escorting services to a Vessel, the hourly rate set forth in the Port Specific Rate Schedule shall apply to that Tug unless a different escort hourly rate is set forth in the Port Specific Rate Schedule. The applicable hourly rate or escort hourly rate shall be subject to a zone surcharge set forth in the Port Specific Rate Schedule and have a three-hour minimum unless a different hour minimum is set forth in the Port Specific Rate Schedule for the Escorting services. After the three hour minimum, escorting charges will be prorated to the nearest one-half hour. All rates for Escorting services are subject to the prevailing fuel surcharge.

**TETHERED ESCORT:** If a Tug is requested or required to provide Tethered Escort to a Vessel, the charge shall be 150% of the applicable hourly rate in the Port-Specific Rate Schedule, unless a separate Tethered Escort hourly rate is specified. If the Port-Specific Rate Schedule includes an Escort hourly rate, the Tethered Escort rate shall be 150% of that Escort rate, rather than 150% of the standard hourly rate, unless a different Tethered Escort hourly rate is explicitly provided. The applicable rate—whether 150% of the standard hourly rate, 150% of the Escort hourly rate, or a designated Tethered Escort rate—shall be subject to the zone surcharge listed in the Port-Specific Rate Schedule. A three-hour minimum per Tug applies, unless a different minimum is specified in the Port-Specific Rate Schedule. After the minimum, the rate is prorated to the nearest one-half-hour. All Tethered Escort rates are subject to the prevailing fuel surcharge.

**TRACTOR TUG:** If a tractor Tug is specifically requested or required to provide Tug Services to a Vessel, a 50% surcharge will be added to the docking/undocking rate set forth herein per Tug over the applicable non-tractor Tug rate, unless a different surcharge is specified in the Port Specific Rate Schedule.

**BACKING:** When it becomes necessary for a Vessel to be backed one-half mile or more due to specific berth requirements, the applicable rate for docking or sailing will be increased by fifty percent (50%).

**CANCELLED ORDERS:** When a Tug is ordered and then cancelled, a charge of two-thirds (2/3) of the applicable rate will be made. When an order is cancelled after a Tug is dispatched to the location ordered, the charge will be three-quarters (3/4) of the applicable rate, plus any detention incurred. There will be no charge if the orders are cancelled at least four (4) hours prior to the ordered time. Cancellation rates are subject to zone surcharge based on the hourly rate multiplied by zone running time, Peak Hour Service and Holiday rate, as applicable.

**OTHER SERVICES:** Prices for services rendered in connection with Towed Vessels, salvage, Vessels aground or in distress, when services are performed during heightened Coast Guard port conditions, and any other service not covered herein, will be separately quoted upon request. These services, or services not otherwise covered by this Contract, may be governed by the terms and conditions of a BIMCO Contract or such other contract as may be agreed by the parties. However, in all such cases, all terms and conditions contained in the Contract shall apply to all matters and issues where any such BIMCO Contract or other contract is silent.

For all services rendered to a Towed Vessel, McAllister and Owner agree as follows: In consideration of the uncertain towage characteristics of a Towed Vessel and of McAllister's agreement to furnish Tug Services to said Towed Vessel hereunder, Owner agrees (i) to maintain hull and machinery insurance in an amount at least equal to the full value of the Towed Vessel, (ii) to maintain full form protection and indemnity insurance in an amount not less than one hundred million dollars (\$100,000,000.00) and (iii) to name

McAllister Interests as named assureds or joint members (as applicable) with waiver of subrogation in favor of said assureds in all said policies. Owner shall be responsible to McAllister Interests for any deductibles maintained with respect to said insurances. Owner further agrees to provide to McAllister proper evidence of such insurance prior to commencement of a Towed Vessel move. For an absence of doubt, it is the intent of this paragraph to extend to McAllister Interests, as primary cover for any liability arising out of performance of services hereunder to a Towed Vessel for which McAllister Interests may be liable, the enumerated insurances maintained by Owner on the Towed Vessel assisted. The Limitation of Liability terms set forth herein shall apply to all Tug Services rendered to a Towed Vessel. Owner shall make all necessary arrangements for a master and, if required or deemed advisable, a duly licensed pilot to serve aboard the Towed Vessel, and to direct the navigation of the flotilla. In the event that Owner utilizes a pilot, the pilot shall be deemed the borrowed servant of the Towed Vessel assisted and her owner or operator for all purposes and in every respect, his or her services while so engaged being the work of the Towed Vessel assisted, her owner and operator, and being subject to the exclusive supervision and control of the Towed Vessel's master or Owner's other command personnel aboard. McAllister's Tugs will act in accordance with the direction of the pilot and master, as applicable.

Owner shall fit out, make ready, and exercise due diligence to assure seaworthiness of a Towed Vessel that is the subject of Towage Services in a proper and sufficient manner in all respects, including without limitation being responsible for lights, chain bridle, signaling equipment, manning, load line certificates, loading, stowage, securing, trimming, inspecting, surveying, and discharge. Upon request, Owner will provide an unconditional certificate of tow worthiness for the Towed Vessel issued by a recognized firm of marine surveyors. Irrespective of whether the Tug is the lead tug on the job or not, McAllister Interests will not be required to verify that the Towed Vessel is loaded below her marks and appears capable of being navigated in expectable weather without regard to the condition of the Towed Vessel, as this shall be the obligation of the Owner and the Lead Tug, if any. McAllister Interests shall be under no obligation to inspect the Towed Vessel for seaworthiness prior to sailing, and no such inspection by McAllister Interests shall constitute approval of the Towed Vessel's condition or be deemed a waiver of the foregoing warranty by Owner. Owner shall and shall cause any third party lead tug to hold harmless, indemnify and defend the McAllister Interests against claims, loss, damage or liability arising out of unseaworthiness of the Towed Vessel, or by any deficiency in, or failure of, its equipment or the personnel on board or any violation of law or regulation related to the Towed Vessel or its cargo.

If the Towed Vessel is used to transport third party cargo, Owner agrees that such cargo shall be transported under bills of lading or contracts of affreightment which are standard in the trade of said cargo, and said instruments shall include, where applicable, the New Jason Clause, Himalaya Clause, Both to Blame Collision Clause, and exceptions clauses embodying all limitations of liability permitted under applicable law. All exceptions, exemptions, defenses, immunities, limitations of liabilities, indemnities, privileges and conditions granted or provided by this Contract or by any applicable statute rule or regulation for the benefit of McAllister Interests, Owner or any third party lead tug shall also apply to and for the benefit of demise charterers, sub-contractors, operators, master, officers and crew of the McAllister Interests or Towed Vessel, their corporate parents, subsidiaries, affiliates, directors, officers, agents, and all parties performing services within the scope of this Contract, or on behalf of the McAllister Interests, or Owner as servants, agents and subcontractors of such parties. McAllister Interests and Owner shall be deemed to be acting as agent or trustee of and for the benefit of all such persons, entities, and vessels set forth above but only for the limited purpose of contracting for the extension of such benefits to such persons, entities and vessels.

**FORCE MAJEURE:** McAllister Interests shall not be responsible or liable for any expense, loss, damage or claim of whatsoever nature caused by or resulting from delays, failures, acts or omissions hereunder in the performance of Services due to strikes, lockouts, labor disturbances, workforce unavailability, riots, fire, earthquakes, storm, lightning, epidemics, government-imposed measures responding to the outbreak of a communicable and/or infectious disease, epidemics, pandemics, war, disorders, acts of God, acts of the public enemy, acts of government or public authority, terrorists, port congestion, shortage of Tugs mechanical breakdowns, priorities in service, or any other cause of whatsoever nature beyond the Parties' reasonable control.

Should the occurrence of a Force Majeure event (or other similar emergency that is beyond McAllister's control) cause a material increase in McAllister's operating costs; McAllister may issue a notice of an emergency surcharge. The emergency surcharge shall be in effect for all Services provided after the date of such notice until McAllister issues a subsequent notice discontinuing such emergency surcharge. The emergency surcharge shall be reasonably calculated to compensate McAllister for such increase in operating costs. If Owner or those acting on behalf of the Vessel object to an emergency surcharge, this Contract will be suspended with respect to such Owner and such Vessel for the period during which the emergency surcharge is in effect, and this Contract shall resume upon the discontinuance of the emergency surcharge.

**EMPLOYMENT OF OTHER TUGS:** All or part of any service performed hereunder may be subcontracted without notice to Owner. Any such subcontractor shall be considered an independent contractor and not an agent, servant or employee of McAllister. If at any time McAllister Tugs are not conveniently available for the required Services, McAllister will endeavor to designate or engage other Tugs from other sources to provide some or all of the Services, but McAllister Interests shall not be responsible or liable for damages if McAllister is unable, at any time, for any reason, to arrange such Services. Any non-McAllister Tug designated or engaged by McAllister to perform Services under this Contract, and said Tug owners, master and crews shall have, while performing such Services, the benefit of all the terms and conditions contained herein or otherwise agreed between McAllister and Owner, and shall be considered third party beneficiaries of this Contract and all limitations of liability herein.



Further, in agreeing to endeavor to provide this substitute Service, it is understood and agreed that McAllister Interests do not expressly or implicitly warrant the seaworthiness, power, equipment, performance or competency of the Master, crew or any Tugs used or engaged by McAllister to supply the Services requested by Owner. If for any reason, at any time, McAllister is unable or otherwise unwilling, in its sole discretion, to provide Tugs serve Owner's Vessel Owner is at liberty to engage Tugs from any other owner or operator. In such circumstance, McAllister shall have no obligation to reimburse Owner for any price differential or any other cost incurred by Owner.

**CLAIM TIME LIMITS AND FORUM:** Owner shall notify McAllister of any claim, including damage to any Vessel that allegedly occurred during performance of the requested Services hereunder. Such notice shall be in writing and shall be delivered as soon as practicable, but not later than 48 hours following the alleged occurrence, failure to provide such notice within 48 hours shall be deemed a waiver of said claim. McAllister shall be afforded an opportunity to inspect or survey any alleged damage before commencement of any repairs. Notwithstanding any statute or rule of law providing for a longer period within which to file suit, any action in any forum to recover damages or any other forms of redress from McAllister Interests, or any of them, shall be commenced within one (1) year after the occurrence giving rise to the claim, failing which said claim shall be deemed waived.

This Contract shall be governed by and construed in accordance with the Maritime Law of the United States and, to the extent not in conflict therewith, by the laws of the State of New York, excluding its conflict of laws rules. The Parties agree that any proceeding involving this Contract or the Services performed hereunder shall be brought in the United States District Court for the Southern District of New York or, if said court shall not have jurisdiction thereof, then in a state court of competent jurisdiction sitting in New York County, New York.

The Parties irrevocably waive their right to trial by jury with respect to any claim or dispute arising in whole or in part out of the terms and conditions of this Contract or the provision of Tug Services to a Vessel.

**LIMITATION OF LIABILITY:** The furnishing of any Services or anything done in connection therewith, shall not be construed to be or to give rise to a personal contract, and McAllister 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.

With respect to Vessels that are not owned by the person or company ordering the Services, 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 this Contract, and agrees to indemnify and hold McAllister 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.

**McALLISTER WARRANTS THE EXERCISE OF REASONABLE CARE IN THE PERFORMANCE OF SERVICES BUT DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF WORKMANLIKE SERVICE.**

Unless entitled to immunity or to defenses to, exemptions from, and/or limitations of liability provided herein or under any applicable law, rule or regulation that would reduce their liability to an amount less than that hereinafter set forth, McAllister Interests shall be liable, only to the extent of their negligence, which negligence shall not be assumed but shall be proven affirmatively, for claims, demands, causes of action, liabilities and costs (including any and all third-party claims) arising out of or in connection with any occurrence or series of occurrences related to the provision of Services requested by Owner, up to a maximum aggregate amount of two hundred fifty thousand dollars (U.S.\$250,000.00). Owner understands and agrees that Services provided hereunder are rendered at all times under the supervision and command of Owner's servants, (including the Master of the Vessel being assisted and docking pilots), or of State pilots, none of whose actions or inactions may be imputed to the McAllister Interests. Owner further understands and agrees that the rates charged by or on behalf of McAllister for Services are predicated upon the limitations of liability and the indemnities set forth herein. Should Owner desire that McAllister Interests retain liability in excess of two hundred fifty thousand dollars (U.S. \$250,000.00) it will notify McAllister in writing, whereupon McAllister will quote rates for Services hereunder predicated on the requested higher liability limits. Any such quote must be accepted by Owner in writing at least twenty-four (24) hours prior to commencement of Services to the Vessel being assisted, failing which the rates and liability limitations otherwise provided herein shall apply. Nothing stated herein shall be construed to waive or limit the right of McAllister Interests to assert any defenses to liability available to them or to avail themselves of any rights of limitation or exemption from liability under any applicable law, rule or regulation.

Owner and any Vessel assisted hereunder assume all risk of, and shall defend and indemnify McAllister Interests from and against, any and all loss or damage sustained by Owner or the Vessel assisted, McAllister Interests or by any other vessel, property or person that results from the parting, heaving, pulling on as directed, or sudden movement of any hawser or other line, by whomsoever furnished or howsoever caused.

Notwithstanding anything to the contrary in this Contract or elsewhere, the rates charged hereunder are also predicated on the fact that McAllister Interests shall have no liability for any consequential, punitive, exemplary or special damages of any kind howsoever arising.

Owner agrees to indemnify, defend and hold McAllister Interests harmless from and against any and all claims, demands, causes of action, liabilities and costs (including attorney's fees, penalties, fines and third-party claims of whatever nature) in excess of the applicable limitation amounts set forth above that are attributable to the acts or omissions, whether or not negligent, of McAllister Interests, or any of them, or to unseaworthiness of any Tug and which arise out of or in connection with any occurrence or series of occurrences related to the provision of Services pursuant to this Contract. The Parties intend for this indemnity to apply in all instances including, without limitation, allisions, collisions, personal injury, fire, explosion, grounding, oil spills and third-party claims. Owner warrants that Owner possesses sufficient and adequate insurance, including Vessel hull and machinery, P&I, cargo and pollution coverage to comply with all applicable laws and to respond for any losses arising out of or connected in any way with the Services requested, with all rights of subrogation for losses under said insurances waived as to McAllister Interests, and with McAllister Interests entitled to all benefits under said insurances of a named assured or joint member, as applicable.

Nothing herein shall preclude McAllister Interests from recovering from any responsible party for any damages sustained by any Tugs or their Masters or crews, providing Services hereunder.

**PILOTAGE:** McAllister Interests do not furnish pilots or pilotage, 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, participates in directing the navigation of such Vessel, or in directing the assisting Tugs, from onboard 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 and her Owner or 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 McAllister Interests and McAllister 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 McAllister.

In consideration of McAllister transporting a docking and/or state pilot without charge to and/or from the Vessel being assisted hereunder, Owner agrees that it shall indemnify, defend and hold harmless McAllister Interests from and against any and all claims, demands, causes of action, liabilities and costs (including attorney's fees) incurred in connection with or arising out of any claim by or on behalf of a pilot for personal injury or death sustained while being transported by McAllister to or from the Vessel being assisted, excepting only any injury sustained by said pilot to the extent attributable to the gross or willful negligence of McAllister. As used herein, the term "being transported by McAllister" shall include, without limitation, all time when the pilot is (i) present on McAllister shoreside premises enroute to or from the Vessel being assisted, and (ii) boarding, on board or disembarking from a Tug or other vessel supplied by or on behalf of McAllister Interests. As used herein the term "pilot" shall also include any assistant pilot, trainee or other person who may accompany the pilot in any capacity.

**TAXES:** Any transportation, use, sales or any similar federal, state or local taxes or fees levied with respect to the provision of Services hereunder shall be paid by Owner.

**FUEL SURCHARGE:** All rates published in this Contract are subject to: (i) prevailing fuel surcharges and (ii) renewable diesel surcharges when such fuel is available in the Port and requested by the Owner, which are available upon request and may change at any time without prior notice.

**CHANGE IN CONDITIONS:** Should the U.S Coast Guard or any other U.S., state or government agency, port authority, terminal or association (including any pilot or pilot association), or any designee of any of the foregoing, issue any regulation or requirement that obligates McAllister to make capital improvements to the Tugs to provide Tugs with higher horsepower or different operational capabilities or that obligates McAllister to operate the Tugs in a different manner or with a different crew complement that increases its operating costs, McAllister shall have the right to propose amendments to the Rates, Terms and Conditions set forth in this Contract in order to reflect the new requirements and, as applicable, mitigate the costs thereof. If Owner or those acting on behalf of the Vessel object to any said amendments the implementation thereof shall be stayed for a period of thirty (30) days and the Parties shall negotiate in good faith to achieve a mutually satisfactory outcome. If the Parties are unable to reach agreement within said thirty (30) day period, the amendments, as proposed by McAllister, shall come into effect and the objecting party may terminate its obligations to McAllister with respect to future Services.

**CONTRACT TERMINATION:** If at any time during the term hereof, McAllister reasonably concludes that the solvency or financial condition of Owner is threatened it may, in its sole discretion, cancel this Contract, such cancellation to take effect immediately upon receipt by Owner of email or other written notification thereof. If, subsequent to cancellation, Owner provides to McAllister evidence concerning its ability to meet their current and future financial obligations, McAllister may, in its sole discretion, elect to reinstate this Contract effective upon receipt by Owner of email or other written notification thereof.

**SECURITY:** Owner acknowledge McAllister's long term and substantial presence in the Ports and waive any right to demand that McAllister's post security in connection with any claim by or on behalf of Owner or the Vessel being assisted for any expense, loss or damage claimed to have arisen, in whole or in part, as a result of any service rendered in connection with this Agreement. Notwithstanding the foregoing, if any said claim, exclusive of interest, shall reasonably be expected to exceed five million dollars

(\$5,000,000.00) McAllister agrees, upon request, to post as security a letter of undertaking by its P&I club in customary form, which Owner agree shall constitute acceptable security.

**PAYMENT TERMS:** Net 30 days. In the event that full payment is not made when due, McAllister shall be entitled to recover all costs of collection including reasonable attorney's fees and court costs, and 1.5 % interest per month on all outstanding balances. Payments received by or on behalf of Owner shall be applied as follows: FIRST to satisfy all fees, costs (including attorney's fees) and interest due and owing on any invoice issued to Owner commencing with the oldest such invoice and then to each subsequent such invoice and SECOND to satisfy all charges for Services arising hereunder commencing with the oldest open invoice and then to each subsequent invoice. Notwithstanding anything contained herein, in providing Services to the assisted Vessel, McAllister is relying upon the credit of the Vessel, and maintains its right to assert a lien against said Vessel for any amounts due for Services rendered, including those referenced above.

**EQUAL OPPORTUNITY EMPLOYER:** McAllister Towing hereby certifies it is an Affirmative Action Equal Opportunity Employer and complies with the requirements of the Fair Labor Standards Act.

**SEVERABILITY & ENFORCEABILITY:** In case any provision in this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

**ENTIRE AGREEMENT:** This Contract together with the Addenda and Exhibits hereto sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreement between them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.



**Addendum 2**  
**Port Specific Rate Schedule**  
**Port of New York**

ALL RATES CONTAINED IN THIS SCHEDULE ARE CALCULATED BASED ON NON-PEAK HOURS SERVICE. SERVICES PERFORMED DURING PEAK HOURS ARE SUBJECT TO HOLIDAY AND/OR PEAK HOURS CHARGES AS WELL AS ANY ADDITIONAL SURCHARGES AND OTHER CHARGES SET FORTH HEREIN.

RATES ARE BASED ON THE HIGHEST DEADWEIGHT TONNAGE (“DWT”) OR NET REGISTERED TONNAGE (“NRT”) AS PUBLISHED IN THE THEN CURRENT EDITION OF “LLOYD’S REGISTER OF SHIPS” AT THE TIME SERVICES ARE PROVIDED. SHOULD THE VESSEL TYPE NOT HAVE AN ASSIGNED DWT OR NRT, RATES WILL BE PROVIDED UPON REQUEST.

“Peak Hours”: Shall mean the hours from 0300-0800 and from 1500-2000 local time.

**DOCKING AND UNDOCKING CHARGES:**

The following schedule of rates by zone sets forth the single charge for each Docking or each Undocking evolution of a Vessel using its own propelling power from stream to a dock and from a dock to the stream during straight time. The charges include up to two (2) Tugs per Docking or Undocking evolution. This rate is obtained by referring to the Vessel's appropriate tonnage column and extending out to the appropriate geographical zone where the work is performed. As an aid in determining the correct geographical zone, please refer to the zone description and the map shown on the back of this contract. Rates for locations in the vicinity of the Port of New York and New Jersey, other than those set forth below, will be furnished upon request.

**TANK VESSELS (up to 2 Tugs);**

FIGURES IN DEADWEIGHT TONNES*	<b>ZONES</b>						
	1	2	3	4	5	6	7
<b>Up to 30000</b>	8492	6591	7764	8614	8492	8788	-
30001 - 35000	8738	7795	8839	9474	8738	9036	-
35001 - 40000	9370	9004	10099	10379	9370	10414	-
40001 - 45000	10623	10205	11431	11316	10623	11807	-
45001 - 50000	12276	11402	12804	12420	12276	13197	-
50001 - 55000	13559	12608	14817	13748	13559	14590	-
55001 - 60000	14864	13805	16233	15058	14864	15973	-
60001 - 65000	16148	15002	17648	16363	16148	17365	-
65001 - 70000	17232	16205	19076	17684	17232	18759	-
70001 - 75000	18370	17405	20469	18987	18370	20148	-
FOR EACH 5000 Tonnes or Portion Thereof, ADD:	1299	1205	1420	1294	1299	1394	-

**OTHER VESSELS**

**(Container, Bulker, General Cargo, Ro/Ro, and all other Vessels – up to 2 Tugs);**

FIGURES IN NETREGISTERED TONNES*	ZONES						
	1	2	3	4	5	6	7
<b>Up to 8000</b>	12036	7259	6866	8103	7296	7386	7626
8001 - 9000	12301	8044	7775	8219	8258	8388	8491
9001 - 10000	12576	8828	8388	8388	9258	9380	9355
10001 - 11000	12846	9613	8614	8614	10209	10366	10217
11001 - 12000	13135	10398	8958	8958	11184	11352	11082
12001 - 13000	13674	11184	9258	9300	12161	12324	11947
13001 - 14000	14220	11970	9526	9590	13125	13324	12810
FOR EACH 1000 Tonnes or Portion Thereof, ADD:	986	786	786	865	865	986	864

- Zone 1 = East River from Williamsburg Bridge to Hunts Point
- Zone 2 = Brooklyn to Williamsburg Bridge
- Zone 3 = Bayonne from Bayonne Bridge to Pier 7 Jersey City
- Zone 4 = Bayonne Bridge to Goethals Bridge to NJ Turnpike Extension Bridge
- Zone 5 = Goethals Bridge to Tufts Point
- Zone 6 = Tufts Point to Ferry Point, Perth Amboy
- Zone 7 = North River to Pier 90
- Zone 8 = Lower New York Bay South of Perth Amboy and the Verrazano Bridge
- Zone 9 = Staten Island Ferry Terminal to Verrazano Bridge

**PEAK HOUR SERVICE:** Services performed during Peak Hour may be assessed a 25% peak-hours surcharge in addition to such other fees, surcharges, rates and charges specified in this Contract.

**HOLIDAY SURCHARGE:** Services performed on a Holiday shall be charged the applicable rate plus a thirty-five (35%) Holiday surcharge.

**HOURLY RATES:** The hourly rate of \$1,756.00 with a two (2) hour minimum will be charged for all Tug Services that are not defined as a Docking or Undocking as above and will be prorated to the nearest half (1/2) hour. Hourly rates shall be subject to a zone surcharge based on the hourly rate multiplied by zone running time to and from the location where Tug Services are provided, prorated to the nearest one-half (1/2) hour.

**Schedule of Running Time**

- |                            |                            |                           |
|----------------------------|----------------------------|---------------------------|
| <b>Zone 1... 2 Hours</b>   | <b>Zone 5....1.5 Hours</b> | <b>Zone 9....1 Hour</b>   |
| <b>Zone 2 ...1.5 Hours</b> | <b>Zone 6....2 Hours</b>   | <b>Zone 10....3 Hours</b> |
| <b>Zone 3....1 Hour</b>    | <b>Zone 7....2.5 Hours</b> |                           |
| <b>Zone 4....1 Hour</b>    | <b>Zone 8....2.5 Hours</b> |                           |

**TETHERED ESCORT RATE:** The hourly rate of \$2,926.00 with a two (2) hour minimum will be charged for each Tug providing Tethered Escort Services.

**ADDITIONAL TUGS REQUIRED:** When more than two (2) Tugs are requested or required to assist a Vessel in circumstances such as weather, tidal conditions, congestion, difficult berths, USCG mandated regulations, and/or requests for additional Tugs by the Vessel, Master, Pilot or Port Agent or any other factors required, and additional Tugs are available in the port, there shall be a surcharge of 50%. If it is necessary to relocate one or more Tug(s) from another port to provide these Tug Services, an additional charge of \$2,875.00 per hour per Tug shall be applied for transit time to and from the McAllister Station at the port of origin to the location where Tug Services is provided, prorated to the nearest one-half (1/2) hour which is subject to the prevailing fuel surcharge.

**DEEP DRAFT PERFORMANCE:** Vessels with a deep draft greater than or equal to 13.0 meters may be subject to an additional charge as determined by the Port in its discretion and such charges will be provided upon request.

**SUB FENDERED TUGS:** If a Tug is requested to provide assistance with requested or required sub-fendering provisions, the rate will be charged as determined by the Port in its discretion and such charges will be provided upon request.

**TUG LINE SURCHARGE:** A surcharge of \$25 per Tug, per job will be assessed for use of the Tug's line.

**LINE HANDLING:** Should a Tug be requested to perform line handling Tug Services by the Master, Pilot, Agent, Vessel Owner/ Operator, or Terminal, the hourly rate per Tug shall be assessed with a one hour minimum for such service with the hourly rates as described above for all additional time prorated to the nearest one-half (1/2) hour. In addition, McAllister shall not assume any liability and shall be held harmless by Owner for conducting such line handling operations.

**CONGESTION SURCHARGE:** McAllister may assess a \$250 surcharge per Tug, per job, should terminal or labor operations contribute to the inefficient deployment of Tugs and Services to the Owner. The Congestion Surcharge is in addition to all other rates, fees and charges applicable to the Services provided by the Tug.

**RENEWABLE ENERGY SURCHARGE:** a Renewable Energy surcharge fee of \$100 per Tug per job may be applied to all operations.

**SECURITY SURCHARGE:** McAllister may assess a security surcharge fee of \$50 per Tug per job for escort and assist services.

**HIGH BOLLARD PULL TUG:** If a Tug with a bollard pull exceeding 60 metric tons is specifically requested or required to provide Tug Services to a Vessel, a surcharge of 50% shall be applied to the docking/undocking rate set forth herein per Tug, in addition to the applicable standard rate. The application of this surcharge shall be based on McAllister's operational assessment of the Tug's capabilities.

**ICE CHARGES:** When a Tug is operating in ice conditions when providing Tug Services, there will be a 50% surcharge over the applicable non-ice related rate for such Tug Services. When it is necessary for a Tug to break ice prior to Docking or Undocking a Vessel or to clear an ice bound slip for any reason, said service will be charged at an hourly rate of \$3,650.00 per Tug, measured from the time the relevant Tug leaves the McAllister Station to the time it returns to the McAllister Station, with a two (2) hour minimum, prorated to the nearest one-half (1/2) hour after the first two hours. No running time will be charged if the Tug used to break ice is also used in the Docking or Undocking operation.

**VESSEL MANEUVERABILITY:** All rates contained herein are calculated based on a Vessel operating under its own propelling power. Should a Vessel be receiving Services while not under its own propelling power or lose her ability to maneuver (power or steering) while Services are being rendered, the Vessel will incur an additional minimum charge of two hours at the hourly rate of \$1,756.00 per hour per Tug.

**ANCHORING:** An anchoring surcharge of \$1,756.00 will be added to any other charges for Tug Services.

**ZONES FOR RATE SCHEDULE USE**

- Zone 1** = East River from Williamsburg Bridge to Hunts Point
- Zone 2** = Brooklyn to Williamsburg Bridge
- Zone 3** = Bayonne from Bayonne Bridge to Pier 7 Jersey City
- Zone 4** = Bayonne Bridge to Goethals Bridge to NJ Turnpike Extension Bridge
- Zone 5** = Goethals Bridge to Tufts Point
- Zone 6** = Tufts Point to Ferry Point, Perth Amboy
- Zone 7** = North River to Pier 90
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