

# PORTLAND TUGBOAT, LLC

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## Schedule of Rates, Terms and Conditions Effective January 15, 2025

Date .....

It is hereby agreed between Messrs: \_\_\_\_\_ (hereinafter, called "Owner") and Portland Tugboat, LLC (and its successors) (hereinafter called "Portland Tugboat") that Portland Tugboat will furnish Tugs for and attend to all the towage requirements at the Port of Portland Harbor, Casco Bay and its tributaries and other agreed locations of Vessels owned, managed or controlled by Owner, and Owner agrees to place all of its towage requirements at the Port of Portland, Casco Bay and its tributaries and other agreed locations with Portland Tugboat in accordance with the then current "Schedule of Rates, Terms and Conditions", as may be amended from time to time.

By signing this Schedule of Rates, Terms and Conditions (the "Schedule" or "Contract"), any person or company who orders Tug Services represents and warrants that they are 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 Portland Tugboat harmless from all damages and expenses that may be sustained or incurred by Portland Tugboat in the event and in consequence of such person or company not having such authority.

Owner agrees that during the term of this Contract, Portland Tug shall have the right at any time, upon thirty (30) days advance notice to Owner, to increase rates or adjust terms and conditions, but if Owner does not consent to such changes, they may cancel this Contract upon thirty (30) days' written notice to Portland Tugboat.

This Contract to remain in effect from ..... and shall continue thereafter from year to year until cancelled by either party giving to the other party thirty (30) days' notice in writing prior to the annual expiration date.

PORTLAND TUGBOAT, LLC,

By .....

ACCEPTED

.....

Authorized Signatory

**EFFECTIVE JANUARY 15, 2025**

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" IN EFFECT ON THE DATE AND PORT FROM WHICH THE SERVICES ARE DISPATCHED (WHICH SCHEDULE INCLUDES LIMITATIONS AND DISCLAIMERS WITH RESPECT TO PERFORMANCE OF SAID SERVICES AND OBLIGATIONS AND OPTIONS FOR OWNER). MCALLISTER REJECTS INCORPORATION BY REFERENCE OF OTHER PARTIES' ONLINE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE CONTAINED IN OWNER'S PROCUREMENT WEBSITE (IF ANY). REGARDLESS OF ANY ACTION TAKEN, SUCH AS CLICKING OR ACCEPTING SAID TERMS, THEY SHALL BE DEEMED NULL AND VOID AND HOLDING NO LEGAL EFFECT IN RELATION TO THIS CONTRACT. IF A VESSEL IS SUBJECT TO A TOWAGE AGREEMENT WITH MCALLISTER, THE SCHEDULE OF RATES, TERMS AND CONDITIONS SHALL APPLY WHERE THE AGREEMENT IS SILENT UNLESS OTHERWISE STATED IN THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO TERM OR CONDITION OF THE SCHEDULE MAY BE DELETED OR AMENDED UNLESS AGREED TO IN A WRITING SIGNED BY AN OFFICER OF MCALLISTER AND BY OWNER. THE SCHEDULE OF RATES, TERMS AND CONDITIONS CURRENTLY IN EFFECT FOR EACH PORT SERVICED BY MCALLISTER IS PUBLISHED ON MCALLISTER'S WEBSITE AT WWW.MCALLISTERTOWING.COM UNDER THE "PORTS AND RATES" TAB, AND IS AVAILABLE IN HARDCOPY UPON REQUEST.

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

**“Deadship”:** shall mean a Vessel that at the commencement of any services requested from and provided by Portland Tugboat does not have use of, or which will not be using, its propelling power and/or steering.

**“Docking/Undocking”:** shall mean 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.

**“Escort/Tethered Tugs”:** shall mean services in which a Tug is requested or required to attend upon a Vessel during transit and provide services beyond those traditionally associated with Docking/Undocking of Vessels in the port. Tethering shall mean a Tug’s line is attached to the Vessel during all or a part of the escort service.

**“Portland Tugboat”:** Portland Tugboat LLC.

**“Owner”:** shall mean, collectively, the Vessel and the owner, charterer, operator, agent and manager of the Vessel receiving Tug Services and other services from Portland Tugboat.

**“Schedule”:** shall mean the Schedule of Rates, Terms and Conditions for the port from which a tug is dispatched that is in effect on the date that Tug Services are rendered to a Vessel. A current copy of the Schedule may be found on Portland Tugboat’s webpage at [www.mcallistertowing.com](http://www.mcallistertowing.com) under the “Ports & Rates” tab, and is also available in hardcopy upon request.

**“Shifting”:** shall mean a service when Vessel shifts alongside dock only.

**“Tug or Tugs”:** shall mean the tugboat(s) provided or arranged by Portland Tugboat to perform the requested Tug Services.

**“Tug Interests”:** shall mean Portland Tugboat, its owners, officers, directors, underwriters, employees, any Tugs providing services pursuant to this Contract, their respective owners, affiliates, operators, charterers, managers, underwriters, masters and crews.

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

**“Tug Station”:** shall mean the Tug’s customary berth at the Portland Tugboat facility or, if applicable, the berth or other place from which the Tug departed to perform the requested services and/or to which it proceeded following the provision of such services.

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

**RATES:** Rates for Tug assistance are based on the Vessel’s highest Deadweight Tonnage (DWT) as published in the then current edition of “Lloyds Register of Ships” at the following rates in U.S. Dollars. Should the vessel type not have an assigned DWT, rates will be provided upon request.

All Tug Services are furnished subject to the rates, terms and conditions set forth in this Contract. Receipt by or on behalf of Owners of any Tug Service described in this Contract shall constitute acceptance by Owners of all the terms and conditions set forth herein. Providence Steamboat reserves the right to decline any order for Tug Service hereunder.

**DOCKING AND UNDOCKING CHARGES:** The following schedule of rates, terms and conditions applies for each Docking or each Undocking of a Vessel using its own propelling power from the stream to a dock and from a dock to the stream. The charges for such services are found in the following schedule.

## 1. TANKERS

### A. Portland Pipeline – Escorting, Docking, Undocking

*The following rates, applicable to all Vessels calling at Portland Pipeline, are based upon operational requirements mandated by the Pipeline. There are no discounts afforded at Portland Pipeline*

Vessel Size in DWT	
Up to 120,000 DWT	\$70,000
over 120,001 DWT	\$90,000

### B. All other Tanker berths – Docking or Undocking up to 2 Tugs

<b>Vessel Size in DWT</b>	<b>0800 - 1600</b>
<b>Up to 30,000 DWT</b>	\$7,280
<b>30,001 - 40,000 DWT</b>	\$8,736
<b>40,001 - 50,000 DWT</b>	\$10,192
<b>50,001 - 60,000 DWT</b>	\$11,648
<b>Over 60,001 DWT</b>	\$13,104

## 2. ALL OTHER VESSELS

### A. All other vessels; Zone 3 “Casco Bay/Eastport” - Docking or Undocking

	<b>1 Tug</b>	<b>2 Tugs</b>
<b>Zone</b>	<b>0800 - 1600</b>	<b>0800 – 1600</b>
<b>1 – Below Portland Bridge</b>	\$4,193	\$7,338
<b>2 – Above Portland Bridge</b>	\$4,892	\$8,387
<b>3 – Casco Bay/Eastport</b>	\$6,240	*

\* Should a Vessel in Zone 3 require more than one Tug, the additional Tug will be charged in accordance with the hourly rate clause.

Contract discounts, if any, only apply to Docking/Undocking rates as above. Tug Services provided to a Vessel on an hourly basis are not subject to a discount.

**HOURLY RATES:** The hourly weekday rate for any service that is not a Docking or Undocking, or specified elsewhere herein, is \$1,445.00 with a minimum of two (2) hours per tug between the hours of 0800 and 1600 hours Monday to Friday, including running time of each Tug from its Tug Station to the Vessel and from the Vessel to its Tug Station, prorated to the nearest one half (1/2) hour, any fraction thereof to be charged at full one half (1/2) hour increments. Between the hours of 1600 and 0800 Monday to Friday and on Saturday, Sunday, and Holidays, the rate is \$1,950.00 per hour per tug with a minimum of two (2) hours per tug from its tug Station to the Vessel and from the Vessel to its Tug Station, prorated to the nearest one half (1/2) hour, any fraction thereof to be charged at full one half (1/2) hour increments.

**ESCORT TUG/TETHERED TUG:** If a tug is required to Escort from Witch Rock to stream prior to Docking or from stream to Witch Rock after Undocking is an additional charge of \$5,824.00 for the Tethered Tug and \$4,077.00 per Tug for all additional Escort Tugs. All surcharges, including fuel surcharge, will apply.

**ADDITIONAL TUGS REQUIRED:** When more than two (2) Tugs are required to assist a Vessel in conditions such as weather, tidal conditions, congestion, difficult berths, congested berths, USCG mandated regulations, request by Master, Pilot or Port Agent or any other factors required, and additional Tugs are available in the port, there will be an additional charge of fifty percent (50%) of the normal Docking, Undocking or Shifting rate per additional Tug(s). If it is necessary to relocate one or more Tug(s) from another port to provide this Tug Service, an additional charge of \$2,350.00 per hour per Tug shall be applied for transit time to and from the Tug Station at the port of origin.

**NOTIFICATION:** Notice for Tug service should be given at least four (4) hours prior to the time the Tug is required.

**GENERAL/BASE PERIOD:** Time starts when the Tug or Tugs report at the location ordered and stops when they are dismissed. The rates shown are for the base period (2 hours), are the minimum charge for the operation, and apply weekdays between the hours of 0800 and 1600. In addition to the base rate, any time used in excess of two hours will be charged at the tariff hourly rate in one half (1/2) hour increments, any fraction thereof to constitute a full half hour.

**OVERTIME PERIODS:** Any Docking, Shifting or Undocking of a Vessel performed between 1600 and 0800 on weekdays, or at any time on Saturdays, Sundays, or Holidays observed in the port will be subject to an Overtime surcharge of 35% in addition to the base rates set forth above. The Overtime surcharge shall be applied to the base rates set forth in this Schedule, as well as all hourly rates.

**TRACTOR TUG:** If a tractor Tug is specifically requested or required, the rate applicable to that Tug shall be increased an additional 50% above the Schedule and/or any applicable hourly rates.

**ADDITIONAL SERVICES:** For services performed in-harbor that do not involve the Docking or Undocking of a Vessel which is making use of her own propelling power, rates will be quoted upon request. Fractional parts of an hour will be charged in one-half (1/2) hour increments.

**ICE CHARGES:** When a Tug or Tugs are operating under ice conditions, an additional charge will be made, amounting to 50% of the base rate, and 50% of any hourly charges in excess of base rate. The term "ice conditions" shall be taken to include any ice encountered while enroute to or from or at the location of the operation.

**LINE HANDLING:** Should a Tug or line boat be requested to perform line handling services by the Master, Pilot, Agent, Vessel Owner/Operator, line handling firm or Terminal, an additional rate of \$1,747.00 per Tug shall be assessed for the first hour of such service with the hourly rates as above applied for all additional time prorated to the nearest half hour in addition to any other charges to the party requesting the service. In addition, Providence Steamboat shall not assume any liability and shall be held harmless for conducting such operations.

**HOLIDAYS OBSERVED:** New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Easter, Juneteenth, November Election Day, Veteran's Day, Thanksgiving Day, Christmas Day. Any national holiday hereafter proclaimed by the President of the United States. In the event any of the above holidays fall on Saturday or Sunday, the following Monday will be observed as such holiday.

**HOLIDAY/WEEKEND SURCHARGE:** All Rates contained herein are subject to a 35% surcharge for Vessels serviced on a Saturday, Sunday and the Holidays named above. If a Tug service commences on a regular day and concludes on a Saturday, Sunday, or Holiday, or vice versa, the surcharge shall apply.

**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 any Tug reports 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 Overtime and Holiday rate provisions.

**DETENTION:** For detention of a Tug caused by the Vessel not being ready or other conditions beyond our control, the time of the detention will be charged at an hourly weekday rate per Tug of \$1,445.00, with a 35% surcharge for detentions during Overtime or weekend and holiday periods. Detention will be prorated to the nearest half (1/2) hour. 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.

**SUB-FENDERED TUGS:** rates available upon request.

**DEADSHIP AND OTHER SERVICES:** Rates for services rendered in connection with Deadship tow, salvage, ocean towing, 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 this Contract shall apply to all matters and issues where any such BIMCO Contract or other contract is silent. a. In consideration of the uncertain towage characteristics of a Deadship and of Providence Steamboat's agreement to furnish Tug services to said Deadship hereunder, Owner agrees (i) to maintain hull and machinery insurance in an amount at least equal to the full value of the Deadship, (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 Tug Interests as named assureds or joint members (as applicable) with waiver of subrogation in favor of said assureds in all said policies, which policies shall be primary to any insurance maintained by and on behalf of Tug Interests. Owner shall be responsible to Tug Interests for any deductibles maintained with respect to said insurances. Owner further agrees to provide to Providence Steamboat proper evidence of such insurance prior to commencement of a Deadship move, but the failure to do so shall not operate as a waiver by the Tug Interests of Owner's obligation to procure and maintain insurance as described herein, and Owner agrees that they shall be treated as being self-insured for any shortfall in coverage. For an absence of doubt, it is the intent of this paragraph to extend to Tug Interests, as primary cover for any liability arising out of performance of services hereunder to a Deadship for which Tug Interests may be liable, the enumerated insurances maintained by Owner on the Vessel assisted. b. Owner shall make all necessary arrangements for a master and, if required or deemed advisable by Owner, a duly licensed pilot to serve aboard the Deadship and to direct the activities of the Tugs and the navigation of the flotilla. In the event that Owner utilizes a pilot, the pilot shall be deemed the borrowed servant of the Deadship assisted and her owner or operator for all purposes and in every respect, the pilot's services while so engaged being the work of the Deadship assisted, her owner and operator, and being subject to the exclusive supervision and control of the Deadship's master or Owner's other command personnel aboard. c. Providence Steamboat reserves the right to perform Deadship moves under different terms and conditions to be agreed in writing, dependent upon the particulars of the proposed move.

**FORCE MAJEURE:** Tug Interests shall not be responsible or liable for any expense, loss, damage or claim whatsoever caused by or resulting from delays, failures, acts or omissions hereunder in the performance of Tug Services due to strikes, lockouts, labor disturbances, workforce unavailability, riots, fire, earthquakes, storms, lightning, epidemics, government-imposed measures responding to the outbreak of a communicable and/or infectious disease, 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 whatsoever beyond their control. Should the occurrence of a Force Majeure event (or other similar emergency that is beyond Providence Steamboat's control) cause a material increase in its operating costs, Providence Steamboat may issue a notice of an emergency

surcharge. The emergency surcharge shall be in effect for all tug services provided after the date of such notice until Providence Steamboat issues a subsequent notice discontinuing such surcharge. The emergency surcharge shall be reasonably calculated to compensate Providence Steamboat 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 Tug or other 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 Providence Steamboat. If at any time Providence Steamboat Tugs are not conveniently available for the required Tug or other services, Providence Steamboat will endeavor to designate or engage other Tugs from other sources to provide some or all of the Tug or other Service, but Tug Interests shall not be responsible or liable for damages if Providence Steamboat is unable, at any time, for any reason, to arrange such Tug or other services. Any non-Providence Steamboat Tug designated or engaged by Providence Steamboat to perform Tug or other services under this Contract, and said Tug's owners, master and crews shall have, while performing such Tug or other services, the benefit of all the provisions contained herein or otherwise agreed upon between Providence Steamboat 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 Tug or other service, it is understood and agreed that Tug 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 Providence Steamboat to supply the Tug Services requested by Owner. If for any reason, at any time, Providence Steamboat is unable or otherwise unwilling, in its sole discretion, to provide Tugs to serve Owner's Vessel, Owner is at liberty to engage Tugs from any other owner or operator. In such circumstance, Providence Steamboat shall have no obligation to reimburse Owner for any price differential or any other cost incurred by Owner.

**CLAIM TIME LIMITS AND FORUM:**

a. Owner shall notify Providence Steamboat of any claim, including damage to the Vessel assisted, that allegedly occurred during performance of the requested Tug 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. Providence Steamboat shall be afforded an opportunity to inspect or survey any alleged damage before commencement of any repairs and before the Vessel leaves port. 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 Tug 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.

b. 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 Tug 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.

c. TUG INTERESTS AND OWNER 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:**

a. The furnishing of any service or anything done by Tug Interests in connection therewith, shall not be construed to be or 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.

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

c. 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, Tug Interests shall be liable, only to the extent of their negligence, which negligence shall not be assumed but must be affirmatively proven, for claims, demands, causes of action, liabilities, penalties and costs (including any and all third-party claims) arising out of or in connection with any occurrence or series of connected occurrences related to the provision of Tug services, line handling or other services pursuant to this Contract, up to a maximum aggregate amount of two hundred fifty thousand dollars (U.S. \$250,000.00). Owner understands and agrees that Tug 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 Tug Interests. Owner further understands and agrees that the rates charged by or on behalf of Providence Steamboat for Tug or other services are predicated upon the limitations of liability and the indemnities set forth in this Contract. Should Owner desire that Tug Interests

retain liability in excess of two hundred fifty thousand dollars (U.S. \$250,000.00) it will notify Providence Steamboat in writing, whereupon Providence Steamboat will quote rates for Tug or other 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 Tug or other services to the Vessel, 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 Tug 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.

d. Owner and any Vessel assisted hereunder assume all risk of, and shall defend and indemnify Tug Interests from and against, any and all loss or damage sustained by Owner, the Vessel assisted, Tug 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.

e. 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 Tug Interests shall have no liability for any consequential, punitive, exemplary or special damages of any kind howsoever arising.

f. Owner agrees to indemnify, defend and hold Tug 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) that are attributable to the acts or omissions, whether or not negligent, of Tug 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 connected occurrences related to the provision of Tug Services, line handling and other services pursuant to this Contract to the extent that they exceed, in the aggregate, the applicable amounts set forth in paragraph "c" above. The parties intend for this indemnity to apply in all instances including, without limitation, allisions, collisions, personal injury, fire, explosion, grounding, fuel spills or other pollution incidents (including, without limitation, penalties and obligations arising out of violation of any applicable pollution law or regulation or being named as a responsible party thereunder) and third-party claims. Owner warrants that Owner possesses sufficient and adequate insurance on the Vessel assisted pursuant to this Contract, including 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 Tug or other services provided hereunder, with all rights of subrogation for losses under said insurances waived as to Tug Interests, and with Tug Interests entitled to all benefits under said insurances of a named assured or joint member, as applicable, under said insurances, which shall be primary to any insurances maintained by Tug Interests.

g. Nothing herein shall preclude Tug Interests from recovering from any responsible party for any damages sustained by any Tug(s), or their Masters or crews, providing Tug or other services hereunder.

#### **PILOTAGE:**

a. Tug 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 Tug Interests and Owner shall indemnify, defend and hold harmless Tug Interests for any and all damages arising out of 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 Providence Steamboat.

b. In consideration of Providence Steamboat 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 Tug 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 Providence Steamboat 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 Providence Steamboat. As used herein, the term "being transported by Providence Steamboat" shall include, without limitation, all time when the pilot is (i) present on Providence Steamboat 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 Tug 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 for fees levied with respect to the provision of Tug Services hereunder shall be paid by Owner.

**FUEL SURCHARGE:** All rates published in this Contract are subject to prevailing fuel surcharges, 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 Providence Steamboat to make capital improvements to the Tugs, to provide Tugs with higher horsepower or different operational capabilities or that obligates Providence Steamboat to operate the Tugs in a different manner or with a different crew complement that increases its operating costs, Providence Steamboat shall have the right to propose amendments to the Schedule 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 Providence Steamboat, shall come into effect and the objecting party may terminate its obligations to Providence Steamboat with respect to future Tug Services.

**EMERGENCY SURCHARGE:** Should the occurrence of a Force Majeure event (or other similar emergency that is beyond Providence Steamboat's control) cause a material increase in its operating costs, Providence Steamboat may issue a notice of an emergency surcharge. The emergency surcharge shall be in effect for all tug services provided after the date of such notice until Providence Steamboat issues a subsequent notice discontinuing such surcharge. The emergency surcharge shall be reasonably calculated to compensate Providence Steamboat 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.

**CONTRACT TERMINATION:** If at any time during the term hereof, Providence Steamboat 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 Providence Steamboat evidence concerning their ability to meet their current and future financial obligations, Providence Steamboat may, in its sole discretion, elect to reinstate this Contract (with or without modifications thereto) effective upon receipt by Owner of email or other written notification thereof.

**SECURITY:** Owner acknowledges Providence Steamboat's long term and substantial presence in the port and waives any right to demand that Providence Steamboat 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 Schedule.

**PAYMENT TERMS:** Net 30 days. In the event that full payment is not made when due, Providence Steamboat shall be entitled to recover all costs of collection, including reasonable attorneys' fees and court costs, and interest of 1½% 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 attorneys' 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 Tug Service and other service charges 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, Providence Steamboat is relying upon the credit of the Vessel, and maintains its right to assert a lien against said Vessel for any amounts due for the services rendered,

**ENFORCEABILITY:** If any provision of this Contract is found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect, and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

**ENTIRE AGREEMENT:** This Schedule sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and (except as otherwise stated herein) may be modified only by a written instrument duly executed by each party. **EFFECTIVE DATE:** The above rates, terms and conditions supersede all previously published Schedules and are effective from June

**EFFECTIVE DATE:** The above rates, terms and conditions supersede all previously published Schedules and are effective from January 15, 2025.