

**CONDITIONS & RATES FOR  
TUG SERVICES  
PORT CANAVERAL, FLORIDA**

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**EFFECTIVE APRIL 1, 2004**

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**PETCHEM, INC.  
1 WALNUT STREET  
NEW ORLEANS, LOUISIANA 70118**

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**OFFICE/TUGS: 321-783-7147**

**CHANNEL 12 VHF. CALL SIGN: PETCHEM TUGS**

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**TARIFF No. 1**

**PUBLISHED APRIL 1, 2004**

**Schedule of Rates for Tug Assistance in Port Canaveral, Florida  
Based on Gross Registered Tonnage  
Effective April 1, 2004**

**Basic Scale**

Vessels under 5,000 gross tons shall be charged at the rate of \$550 per tug

5,001 to 7,000 .....	\$650.00
7,001 to 8,500 .....	\$730.00
8,501 to 10,000 .....	\$770.00
10,001 to 11,500 .....	\$875.00
11,501 to 13,500 .....	\$935.00
13,501 to 15,000 .....	\$1,020.00
15,001 to 16,500 .....	\$1,110.00
16,501 to 18,500 .....	\$1,190.00
18,501 to 20,000 .....	\$1,270.00
20,001 to 21,000 .....	\$1,280.00
21,001 to 22,000 .....	\$1,350.00
22,001 to 23,000 .....	\$1,450.00
23,001 to 24,000 .....	\$1,455.00
24,001 to 25,000 .....	\$1,500.00

\*Please see fuel surcharge letter in addition to base rate\*

All vessels in excess of 25,000 Gross Tons shall be charged the Basic Scale of \$1,500 plus \$50 per 1,000 tons or fraction thereof in excess of 25,000 tons.

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

Barges and ships without motive power shall be charged at the rate of one and one-half (1-1/2) times the base rate.

Shifting (including docking and undocking) shall be charged at the rate of one and one-half (1-1/2) times 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 one and one-half (1-1/2) times the basic rate.

Waiting time will be charged at \$250 per hour or part thereof after the first ½ hour of waiting from time tug is ordered for docking or undocking vessel.

Cancellation of Orders. The charge for cancelled orders when a tug reports to the location ordered and the orders are cancelled, the charge will be one half (1/2) of the applicable rate.

Standby Charges. When a tug is ordered and requested to standby without assisting the vessel, the charges will be three-fourths (3/4) of the applicable rate.

For services performed on weekdays (Monday through Friday) after 4:00 p.m. and before 8:00 a.m., there will be an additional charge of 35%.

For services performed on Saturdays, Sundays and Holidays, there will be an additional charge of 35%.

The following Federal Holidays are observed:

New Year's Day	January 1st
Martin Luther King's Birthday	As celebrated in January
Presidents' Day	As celebrated in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

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

Vessels requiring tugs to proceed beyond the harbor entrance jetty breakwater will be charged an additional \$250.00 per tug. If tugs are required to work beyond the entrance jetties for periods in excess of one hour, then an additional amount of \$400.00 per hour, per tug shall be charged.

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.

## **NOTICE**

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 we and any vessels we may furnish, and their owners, charterers, operators, managers and agents, shall have the benefit of all exemptions from, and limitations of, Liability Statutes of the United States.

## **PILOTAGE**

When the captain of any tug furnished or engaged in the service of assisting a vessel goes on board such vessel or any other licensed pilot goes on board such vessel, it is understood and agreed that such tugboat captain or licensed pilot becomes the servant of the owner of the vessel assisted in respect to the giving of orders to any of the tugs furnished or engaged in the assisting service and in respect to the handling of such vessel, and neither those furnishing tugs and/or pilot nor the tugs, their owners, agents, charterers, operators and managers shall be liable for any damage resulting therefrom.

It is understood and agreed that Petchem, Inc. in providing tug boats to assist the vessel, supplies only motivating power; that the tug boat(s) act only at the direction of the vessel, the vessel owner's representative and/or the pilot aboard said vessel; and, except in cases of gross negligence or willful misconduct by Petchem, Inc. or its employees, said vessel and vessel owners agree to indemnify and hold harmless Petchem, Inc. and its assisting tugs from any and all liability, claims, damages and expenses that may arise by reason of the towage and/or services furnished by Petchem, Inc. and/or the assisting tug boats to said vessel under this agreement (including, when applicable, but not limited to pilotage services).

With respect to vessels that are not owned by the person or company ordering the tugboat service, it is understood and agreed that such person or company warrants that it had the authority to bind the vessel owner to all provisions of the preceding paragraphs, and agrees to indemnify and hold us harmless, and also those furnishing the tugs and/or pilot, the tugs, their owners, agents, charterers, operators and managers, 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.