

**RATES AND TERMS & CONDITIONS FOR
TUG SERVICES**

PORT CANAVERAL, FLORIDA

EFFECTIVE AUGUST 1, 2021



E.N. BISSO CANAVERAL, INC.

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

PORT CANAVERAL : OFFICE/TUGS : 321-783-7147

**Schedule of Rates for Tug Assistance in Port Canaveral, Florida
Based on Gross Registered Tonnage (GRT)
Effective August 1, 2021**

Docking and Undocking Charges Per Tug – First Two Used

15,000 GRT or less.....	\$1,800.00
15,001 to 20,000.....	\$2,200.00
20,001 to 24,999.....	\$2,500.00
25,000 GRT or higher.....	\$2,800.00

All vessels 25,000 GRT and higher shall additionally be charged \$120.00 per 1,000 GRT or fraction thereof in excess of 25,000 GRT.

Vessels requiring use of a spare tug stationed at the port to be charged at above rates plus an additional 100% premium assessed on applicable rates and GRT charges.

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 and will not be subject to Discount.

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

Shifting (including undocking and docking) shall be charged at the rate of 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 for docking or undocking a vessel and must wait more than one-half hour after reporting at the ordered time, the vessel will be charged \$750.00 per hour or part thereof per tug.

Cancellation of Orders: The charge for cancelled orders when a tug reports to the location ordered or is en route from its station when the orders are cancelled 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.

Vessels requiring tugs to proceed beyond the harbor entrance jetty breakwater will be charged an additional \$750.00 per tug. If tugs are required to work beyond the entrance jetties for periods in excess of one hour, then an additional amount of \$1,125.00 per hour, per tug shall be charged, calculated in half-hour increments.

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.

Hourly service not otherwise defined in this tariff shall be charged at \$1,125.00 per hour, minimum 2 hours, calculated in half-hour increments.

All or part of any service performed by E.N. Bisso Canaveral hereunder may be subcontracted without prior notice.

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 Canaveral 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 Canaveral 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 Canaveral shall have no liability for any consequential, punitive, exemplary or special damages of any kind for any reason.
- e) E.N. BISSO CANAVERAL WILL EXERCISE REASONABLE CARE DURING THE PERFORMANCE OF TUG SERVICES PROVIDED HEREUNDER BUT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF WORKMANLIKE PERFORMANCE, 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 Canaveral 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.