

## Port of Mobile Schedule of Tugboat Rates Effective October 20, 2017

Services furnished by Seabulk Towing Services, Inc. or Seabulk Towing, Inc. in the area indicated above shall be at the following rates and shall be subject to Seabulk's standard Terms and Conditions for harbor tug services, which may be found at <http://www.seabulktowing.com/schedule-of-tariff/>, as in effect at the time the Services are performed (such terms and conditions are hereafter referred to as the "Terms"). Capitalized terms used in this Rate Schedule and not otherwise defined shall have the meanings given to them in the Terms.

1. BASE RATES PER TUG	BASE RATE
<b>MOBILE</b>	
Docking, Undocking or Shifting in Port	\$3,175.00
<b>CHICKASAW</b>	
Docking, Undocking or Shifting in Port	\$4,290.00
<b>THEODORE</b>	
Docking, Undocking or Shifting in Port	\$5,925.00

All moves from Theodore to Mobile Harbor (or reverse) are considered separate dockings and undockings. Any assist Services in between will be charged at the Channel Assist rate.

**GROSS TONNAGE CHARGE:** On Vessels to 20,000 GRT, a charge of \$49.00 for each 1,000 tons rounded up will be made. On Vessels over 20,000 GRT to 50,000 GRT, a charge of \$59.00 for each 1,000 tons rounded up will be made. On Vessels over 50,000 GRT, a charge of \$69.00 for each 1,000 tons rounded up will be made. GRT used will be as listed by the current "Lloyd's Register."

ALL CONTRACT DISCOUNTS PERTAIN TO BASE RATES AND GRT CHARGES (NOT MISCELLANEOUS CHARGES) AND ONLY FOR THE NUMBER OF DAYS SPECIFIED IN THE CONTRACT.

### MISCELLANEOUS CHARGES

**TURNING CHARGE:** An additional charge of \$375.00 for each Tug employed will be assessed for turning a Vessel in addition to the rates indicated above, regardless of the degree of turn.

**CHANNEL ASSISTS:** A charge of \$1,150.00 per Tug per hour will be assessed for assisting up or down channel beginning or ending at McDuffie Island.

**HAWSER FEE:** An additional charge of \$1,300.00 per Tug will be assessed when the use of Tug's deep sea hawser is required while providing Services to any Vessel.

**PRIMARY TOWING TUG:** If Seabulk is required to be the lead towing tug, an additional \$850.00 per hour will be applied.

**STANDBY SERVICES:** When a tug is ordered and requested to standby without assisting the vessel, the applicable rate will be charged as if the actual service had been performed.

**Base rates provided above are not subject to discount unless under term contract.**

### 2. NOTICE REQUIRED FOR ORDERING TUGS

A request for Tug services shall be submitted at least two (2) hours in advance for services required for Mobile and Chickasaw, and four (4) hours in advance for services required for Theodore.

### 3. HOURLY RATES

A rate of \$1,150.00 per Tug per hour or pro-rata for part of an hour applies for Tugs providing standby services and, unless otherwise specified, whenever specific rates are not provided in this Rate Schedule. This hourly rate shall commence upon the Tug leaving its berth or last job and shall terminate upon the Tug returning to its berth or alongside its next job. Hourly rates are calculated in fifteen (15) minute

increments, rounded up to the next quarter hour, with a minimum charge of one hour.

**4. ADDITIONAL TIME**

The rates in Paragraph 1 include time of up to one hour when docking and/or undocking (from the time the Tug arrives at the vessel or dock in accordance with orders). Any time for each Tug exceeding one hour shall be charged the rate of \$1,150.00 per Tug per hour or pro-rata for part of an hour. If the Vessel is detained for any reason not attributable to Seabulk after commencement of Services, all such time shall be charged at a rate of \$1,150.00 per Tug per hour, or pro-rata for part of an hour.

**5. CANCELLATION**

No charge will be applied if the Tug(s) are cancelled prior to being dispatched or before a call/relief tug is crewed. If any request for Service is cancelled after the Tug is dispatched but prior to the reporting time, the Customer shall pay a minimum charge of 50% of the applicable base rate that would have applied. If the order is cancelled after the reporting time, a charge of 75% of the applicable base rate will be made for every hour or pro-rata for any part thereof from the time the Tug leaves the lay berth or completes its a previous job until it arrives back at the lay berth or reports to another job, with a minimum charge of one hour per Tug.

**6. SPECIAL SERVICES**

When a Tug is called to render immediate Services to a Vessel in the harbor, the charge will be \$1,200.00 per Tug per hour. Time will start when the Tug leaves from the point where she then is and will stop when the Tug arrives back at a designated lay berth or reports to another job. These charges are not subject to a discount.

**7. DEAD SHIP SERVICES**

In the event a Vessel is a Dead Ship at any time while Services are being provided, the charge for the Services will be a 35% surcharge to the applicable tariff rate per Tug.

**8. EXCLUDED SERVICES**

This Rate Schedule and the Terms shall not apply to rescue towing, assisting Vessels aground or otherwise in peril, salvage, any other services not specified in this Rate Schedule, and any operations whatsoever beyond the sea buoy. Such excluded services are subject to separate rates and terms and conditions to be mutually agreed by the parties.

**9. FUEL SURCHARGE**

All rates in this Schedule are subject to Seabulk's prevailing fuel surcharge, calculations of which will be provided upon request. This charge is not subject to a discount.

**10. SECURITY SURCHARGE**

Seabulk reserves the right to implement a security surcharge at any time in its sole discretion. This charge is not subject to a discount.

**11. PAYMENT TERMS**

Payment terms are net thirty (30) days from the invoice date. In the event that payment is not made when due, in whole or in part, Seabulk shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs, and interest of one and one-half percent (1½% ) per month on all outstanding balances. Payments received from or on behalf of the Customer shall be applied as follows: FIRST to satisfy all fees, costs (including attorney's fees) and interest due and owing on any invoice rendered to the Customer commencing with the oldest such invoice and then to each subsequent such invoice, and SECOND to satisfy all Tug Service charges arising hereunder commencing with the oldest open invoice and then to each subsequent invoice.

**12. PERIODIC ADJUSTMENT**

This Rate Schedule and the Terms are each subject to periodic adjustment or amendment by Seabulk by posting, from time to time, an updated version to Seabulk's website at <http://www.seabulktowing.com/schedule-of-tariff/> at least 30 days prior to the effective date of such updated version.

**13. TERMS AND CONDITIONS OF SERVICE; ACCEPTANCE OF SERVICE**

All Services provided pursuant to this Rate Schedule shall be subject to the Terms, which may be found at <http://www.seabulktowing.com/schedule-of-tariff/>, as in effect at the time the Services are performed. By accepting the Services described in this Rate Schedule, the Customer shall be deemed to have agreed to and accepted this Rate Schedule and the Terms in all respects, regardless of whether or not any written acceptance is given.