

Port Manatee Schedule of Tugboat Rates

Effective March 25, 2016

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.

I. RATES FOR ONE TUG ASSISTING ONE VESSEL:

(Includes only one docking or one undocking)

GROSS TONNAGE UNDER.....	BASE RATES (GRT)
5,000.....	1,640.00
6,000.....	1,790.00
7,000.....	2,014.00
8,000.....	2,310.00
9,000.....	2,365.00
10,000.....	2,590.00
11,000.....	2,700.00
12,000.....	2,825.00
13,000.....	3,040.00

All vessels 13,000 GRT and over shall be charged the 13,000 GRT base rate plus \$75.00 per 1,000 GRT or fraction thereof.
 All vessels 30,000 GRT and over shall be charged the 30,000 GRT base rate plus \$65.00 per 1,000 GRT or fraction thereof.

**Base rates may be discounted under a signed agreement for service over an extended period.
 All invoices must be paid within the agreed contract timeframe for any discount(s) to be honored.
 The rates provided above are not subject to discount unless under contract.**

2. NOTICE REQUIRED FOR ORDERING TUGS

A request for Tug services together with the number of Tugs shall be submitted in advance by at least two (2) hours for Zone A, two and one-half (2 ½) hours for Zone B, and three (3) hours for Zone C.

3. HOURLY RATES

An hourly rate of \$920.00 per Tug per hour shall apply for Tugs providing standby services and, unless otherwise specified, whenever specific rates are not provided in this Rate Schedule. The 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 three (3) hours. These charges are not subject to a discount.

4. ADDITIONAL TIME

The rates in Paragraph 1 include waiting time of up to one and one-half (1 ½) hours when docking (from the time the Tug reports to the dock, Vessel abeam of dock). The rates in Paragraph 1 also include waiting time of up to one and one-half (1 ½) hours when undocking (from the time the Tug reports at the scheduled sailing time). Waiting time for each Tug exceeding one and one-half (1 ½) hours shall be charged the rate of \$920.00 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 waiting time shall be charged at a rate of \$920.00 per Tug per hour, or pro-rata for part of an hour.

5. CANCELLATION

When a Tug is dispatched and is then cancelled, the full tariff rate shall be charged from the time the Tug leaves the lay berth or completes its 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. ADDITIONAL CHARGE

For Services performed between the hours of 17:00 and 08:00 on weekdays, and for Services performed during any hour on holidays, Saturdays or Sundays, a 42.5% additional charge will be added to all rates referred to in this Rate Schedule. If the holiday falls on a Saturday or Sunday, overtime rates will apply on the Friday prior to or the Monday following the holiday. When Services for which a fixed payment is assessed pursuant to Paragraph 1 are performed partially during an overtime period and partially during a straight time period, the Customer will be charged at the overtime rate for the entire service period. Recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

7. SPECIAL SERVICES

When a Tug is called to render immediate Services to a Vessel in the harbor or elsewhere, the charge will be \$ 920.00 per Tug for the first hour and \$1,300.00 for each additional hour or fraction thereof. 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.

8. 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 \$920.00 per Tug for the first hour and \$1,300.00 for each additional hour or fraction thereof.

9. SHIFTING

The rate and time allowed for shifting vessels shall be charged at the rate of two (2) times the base rate.

10. EXCLUDED SERVICES

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

11. FUEL SURCHARGE

All rates in this Schedule are subject to Seabulk's prevailing fuel surcharge.

12. SECURITY SURCHARGE

Seabulk reserves the right to implement a security surcharge at any time in its sole discretion.

13. 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.

14. 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.

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

All Services provided pursuant to this Rate Schedule shall be subject to the Standard Terms and Conditions, 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.