

BISSO TOWBOAT CO., INC.

Serving the Marine Industry Continuously Since 1890

ASD TRACTOR TUGS

Liz Healy – 4480 HP
Mr. Ruben – 4480 HP
Becky S. – 4480 HP
Alma S. – 4300 HP
Cecilia B. Slatten – 4300 HP
Michael S. – 4000 HP
William S. – 4000 HP



CONVENTIONAL TUGS

Capt. Billy Slatten – 5200 HP
Scott T. Slatten – 5200 HP
Bill S. – 4200 HP
Allison S. – 4000 HP
Jane S. – 3600 HP

Towage Contract/Tariff - Rates, Terms and Conditions

EFFECTIVE JANUARY 1, 2019

Corporate & Operations Office

13969 River Road
Luling, LA 70070

Operations/Dispatch: Tel – 504-861-1411 (24 hrs) Fax – 504-861-3545

Accounting/Billing: Tel – 504-861-8964

Mailing Address

P.O. Box 4250, New Orleans, LA 70178

www.bissotowing.com

TOWAGE CONTRACT (Short Form)

It is hereby agreed between : _____ (hereinafter called "Owners") and Bisso Towboat Co., Inc. (hereinafter called "Bisso") that Bisso will furnish tugs for and attend to all the towage requirements in the Mississippi River, SW Pass to Baton Rouge, LA, including the Inner Harbor Navigational Canal, of vessels owned, managed or controlled by Owners, and Owners agree to order all of their towage requirements in the Mississippi River, SW Pass to Baton Rouge, including the Inner Harbor Navigational Canal, through Bisso subject to and in accordance with all "Terms and Conditions" set forth in Bisso's Towage Contract/Tariff-Rates, Terms and Conditions incorporated herein and also posted at www.bissotowing.com.

Owners agree that Bisso shall have the right, upon thirty days advance written notice to Owners, to adjust its rates or its terms or conditions, but if Owners do not agree to such changes, this Contract may be cancelled with fifteen days written notice to Bisso.

This contract shall remain in force from _____ until _____ and shall remain in force thereafter until cancelled by either party giving the other party at least thirty (30) days notice in writing prior to the annual expiration date.

For and on behalf of Owners

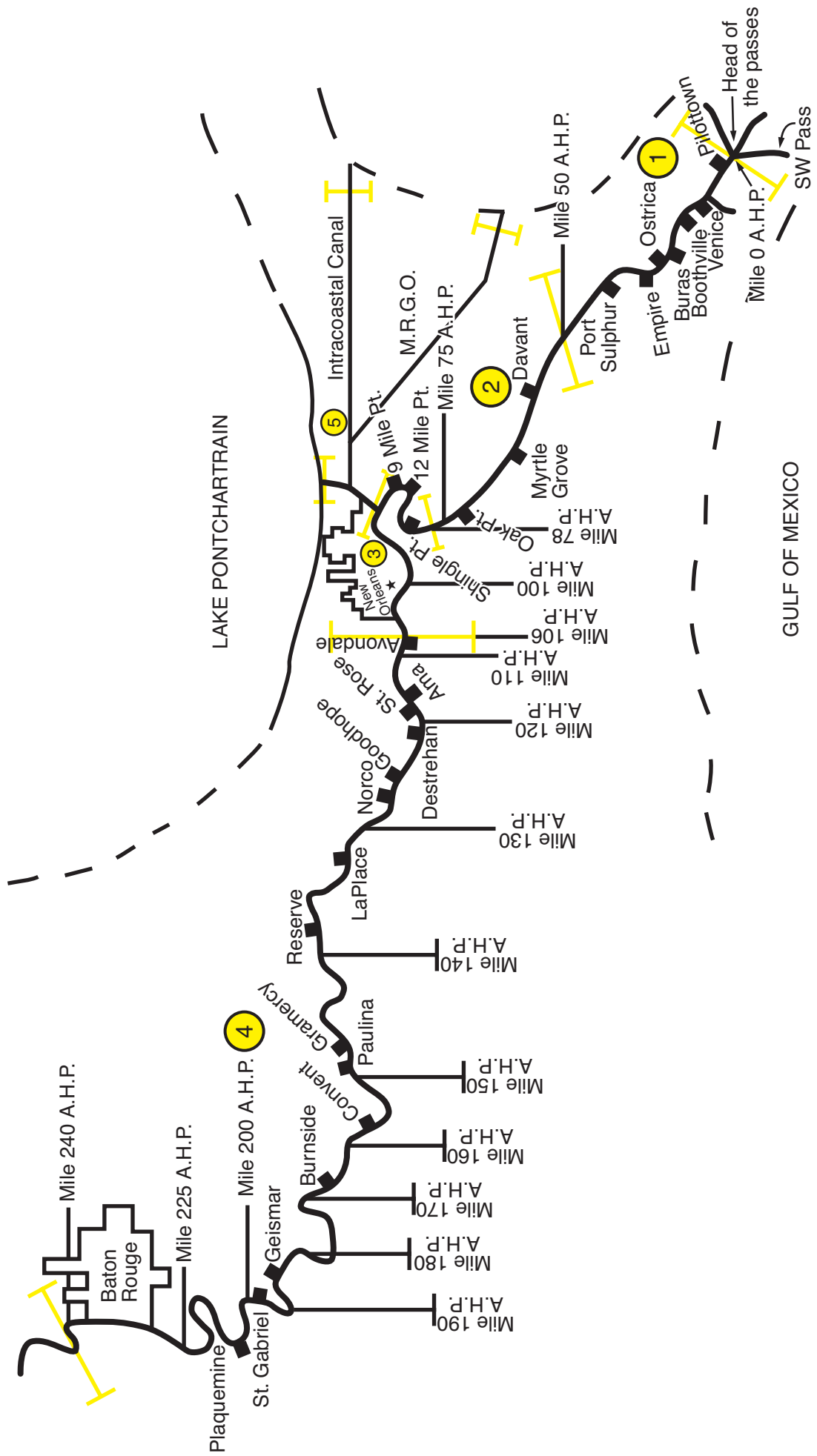
For and on Behalf of Bisso

Date:

Date:

Terms:





BISSO TOWBOAT CO., INC.
TOWAGE CONTRACT/TARIFF – RATES, TERMS AND CONDITONS
EFFECTIVE JANUARY 1, 2019

IT IS UNDERSTOOD THAT ALL TUG SERVICES FURNISHED BY BISSO OR ON BEHALF OF BISSO ARE SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH BELOW WHICH ARE INCORPORATED INTO AND MADE A PART OF THE TOWAGE CONTRACT/TARIFF AND ARE ALSO POSTED AT www.bissotowing.com.

RATES

Basic Rates below apply to each tug ordered or employed for routine docking, undocking and anchoring operations on both sides of the Mississippi River and Inner Harbor Navigational Canal:

Zone	Zone Description/Area	Rate
1	Pilot Town to Point a la Hache – Mile 0.0 to Mile 50.0 AHP	\$ 6,300.00
2	Davant to Belle Chasse – Mile 50.1 to Mile 78.0 AHP	\$ 4,800.00
3	Braithwaite to Huey P. Long Bridge – Mile 78.1 to Mile 106.0 AHP	\$ 4,300.00
4	Avondale to Baton Rouge – Mile 106.1 to Mile 234.0 AHP	\$ 4,800.00
5	Inner Harbor Navigational Canal Berths	\$ 5,000.00

Additional Rates and Charges:

1. **Tonnage Charge:** An additional charge of \$ 35.00 per 1,000 Gross Registered Tons will be applied to the above charges. The tonnage charge is not applicable to vessels serviced in Zone 5.
2. **Stand-By and/or Detention Time:** Tugs ordered to shift, turn or undock vessels will wait one hour, after which time a charge of \$ 1000.00 per hour per tug will be assessed.
3. **Hourly Towing, Hold-Ins, Ships Aground and Towing Dead Ships** (Time charged from time tug departs berth until its return):
 - **Conventional Tugs:** \$ 1,125.00 per hour per tug.
 - **ASD Tractor Tugs:** \$ 1,375.00 per hour per tug.
4. **Reporting Charge:** \$ 2,200.00 per tug
5. **Buoy Charge:** When vessels are moored/unmoored to buoys, an extra charge of \$ 700.00 per tug will be assessed.
6. **Head Down/Dead Ship Charge:** When vessels are ordered “Head Down” stream and on vessels that are towed “Dead”, an extra charge of \$ 900.00 per tug will be assessed.
7. **Fuel Surcharge:** We reserve the right to institute a fuel surcharge if prices and conditions warrant. The fuel surcharge will not be subject to contractual discounts,
8. **High River Surcharge:** We reserve the right to institute a 5% high river surcharge when the Mississippi River reaches 15.0’ or higher at the Carrollton River Gauge. The high river surcharge will not be subject to contractual discounts.
9. When a vessel is required to be turned twice, a charge for docking and undocking will be assessed.

TERMS AND CONDITIONS

1. **Definitions:** The following words shall have the following meanings:
 - **“Bisso”** means Bisso Towboat Company, Inc., its tugs and vessels, including their respective owners, affiliates, operators, charterers, managers, agents, insurers, employees, captains/masters and crew members.
 - **“Owner”** or **“Owners”** means individually and collectively: a) any person or entity requesting or ordering, verbally or otherwise, services pursuant to this Towage Contract/Tariff-Rates, Terms and Conditions, and b) any vessel for which the services are requested and such vessel’s owners, operators, agents, charterers, employees, masters/captains, pilots and crew members.
 - **“vessel”** and **“vessels”** mean any vessels, ships or crafts which require, request, order or are provided any services by or through Bisso, unless otherwise specified.
 - **“tug”** and **“tugs”** mean any tugs, whether owned, chartered, operated, or hired by Bisso, which provide services to Owner and/or to vessel(s).
 - **“services”** and **“tug services”** mean all tug services provided by or through Bisso to Owner or to vessel(s) including, without limitation, assist tug services, assist towing, general towing, docking/undocking, shifting, escorting, anchoring, mooring/unmooring to and from buoys, turning vessels and holding vessels at facilities.

2. These "Terms and Conditions" shall apply to all services provided by or through Bisso. The requesting or ordering, verbally or otherwise, of any services or the acceptance of any services provided by or through Bisso, constitutes NOTICE AND ACCEPTANCE of all "Terms and Conditions" and provisions set forth herein at the time such services are ordered or performed. Additional copies of this Towage Contract/Tariff-Rates, Terms and Conditions are available upon request and may be accessed directly on Bisso's website at www.bissotowing.com.

3. The person or entity requesting or ordering services warrants that it has full authority to bind the vessel and its owners and operators (and charterers, if any), or the Owner, to this Towage Contract/Tariff-Rates, Terms and Conditions, and shall indemnify, defend and hold harmless Bisso and those furnishing tugs on behalf of Bisso, their tug owners, agents, charterers, operators, managers and crew members from and against all costs, expenses, liabilities, losses and damages of any nature whatsoever, including reasonable attorneys' fees and costs, suffered or incurred in consequence of any lack, or alleged lack, of such authority.

4. All or part of the services requested by Owner or vessel may be subcontracted to others by Bisso without notice. Any such subcontractor or other tug provider shall have the benefit of all of these Terms and Conditions provided to Bisso under this Towage Contract/Tariff and under any applicable laws, rules, or regulations, and shall be an independent contractor and not an agent, servant or employee of Bisso.

5. Bisso does not offer or furnish pilots or pilotage to vessels and, as such, it is the responsibility of Owner and vessel to arrange for pilotage and to comply with all applicable laws and regulations including, but not limited to, local pilotage and manning requirements.

6. LIMITATIONS OF LIABILITY AND INDEMNITY:

a) Tug services provided by Bisso shall not be construed to be or give rise to a personal contract, and it is understood that Bisso, and any tugs furnished, their owners, charterers, operators and agents, shall have the benefit of all exceptions from and limitations of liability to which a tug or vessel owner is entitled under any limitation of liability statutes of the United States and applicable state or federal laws. Bisso will exercise reasonable care to furnish seaworthy tugs which are adequately equipped and manned for the services requested, but disclaims all other warranties, express or implied, including any warranty of workmanlike service.

b) It is understood and agreed that all tug services provided by or through Bisso to Owner or a vessel, and the rates charged herein, are predicated on and require that the vessel be commanded and directed by a master, or other officer, or a pilot, docking pilot/mooring master, or other person not employed by Bisso, who shall give all orders and directions to the tugs supplied by or on behalf of Bisso. Owner and vessel agree that such tug services are rendered at all times under the supervision, direction, and command of the vessel's master, or other officer, or pilots, none of whose acts, omissions, negligence, or fault may be imputed to Bisso or the tugs.

c) It is understood and agreed that Bisso and the tugs, their owners, operators or charterers, if other than Bisso, shall not be liable for any losses or damages of any type or character for personal injury, illness or death, or for loss or damage to property of any kind or type, sustained by any person or entity arising out of or occurring while tug services are being rendered, or incident thereto, unless such losses or damages are proven to have been directly caused by the sole fault or gross negligence of Bisso or the tugs.

d) **Indemnity:** Owner and vessel, its owners, operators, charterers and insurers shall release, defend, indemnify and hold harmless Bisso and the tugs, their owners, operators, charterers, and insurers from and against any and all claims, demands, suits, liabilities, losses, damages, and expenses (including attorneys' fees and all costs of defense) of any type and character for personal injury, illness or death, or any damage to or loss of property of any kind or type, sustained by any person or entity (including, without limitation, Owner, vessel, vessel's employees and third parties) and from any cause whatsoever, including, without limitation, the concurrent, joint, or intentional negligence or other fault of Bisso or the tugs, their masters/captains and crew members, arising out of or occurring while tug services are being rendered, or incident thereto, except to the extent such losses or damages are directly caused by the sole fault or gross negligence of Bisso or the tugs. Owner and vessel further understand and agree that the Rates charged by or on behalf of Bisso for tug services are predicated on these limitations of liability and indemnities set forth herein, which shall apply to all incidents whatsoever and shall not be limited, restricted or, in any way affected by insurance carried by Owner, the vessel, or by Bisso or the tugs.

e) **Insurance:** It is understood and agreed that Owner and vessel shall procure and maintain sufficient and adequate insurance on the vessel(s) assisted pursuant to this Towage Contract/Tariff, including hull and machinery, protection and indemnity, contractual liability, cargo, and pollution coverage, comply with all applicable laws and respond to any and all losses arising out of or connected in any way with the services provided hereunder, with all rights of subrogation waived as to Bisso and the tugs and with Bisso named as an additional insured under said insurances. Nothing herein shall preclude Bisso from recovering from any responsible party for any losses or damages sustained by any tug, or their master/captain and crew members.

f) Notwithstanding anything to the contrary contained herein or elsewhere, Owner and vessel understand and agree that the Rates charged herein are also predicated on agreement that Bisso shall not be liable for any consequential, punitive, exemplary, indirect or special damages, regardless of the cause or fault.

7. **Invoices/Payment Terms:** Invoices are due and payable within sixty (60) days from the invoice date. After sixty (60) days, invoices are overdue and contractual discounts are no longer valid. In addition, overdue invoices will be charged 1.5% interest per month from the invoice date. Bisso reserves the right at any time after sixty (60) days to turn unpaid invoices over to attorneys or professional collection agencies for collection and the invoiced vessel shall be responsible for all expenses and collection fees, including court costs, reasonable attorney's fees and expenses, and agency fees and expenses, and all interest due.

8. **Severability:** If any provision or paragraph, or any part or subpart thereof of this Towage Contract/Tariff-Rates, Terms and Conditions are found void or unenforceable, the remaining terms, conditions and provisions shall remain in full force and effect.