

# Schedule of Rates and Terms

## PACIFIC NORTHWEST LINE HANDLING SERVICE

EFFECTIVE: 23 OCTOBER 2023



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### SEATTLE OR TACOMA HARBORS

#### TAKING OR LETTING GO OF LINES

PER LINEHANDLER, UP TO 2.5 HOURS	\$530
FOUR (4) LINEHANDLER TAKE OR LET GO (2.5 HOUR MINIMUM)	\$2,120
SIX (6) LINEHANDLER TAKE OR LET GO (2.5 HOUR MINIMUM)	\$3,180
EIGHT (8) LINEHANDLER TAKE OR LET GO (2.5 HOUR MINIMUM)	\$4,240
HOURLY RATE PER LINEHANDLER, BEYOND INITIAL 2.5 HOURS	\$212

**THIRD SHIFT DIFFERENTIAL:** Work performed weekdays or weekends between 02:00 and 08:00 will be assessed an additional charge of \$ 35.00 per hour beyond the regular rate, charged in half-hour increments. In Tacoma, all call outs initiated on the Third Shift shall remain so for the duration of the job.

**BENEFIT ASSESSMENT SURCHARGE:** Linehandling services in Seattle and Tacoma are subject to a Benefit Assessment Surcharge of \$43.00 per linehandler.

**HOLIDAY CHARGES:** The minimum call out for linehandling work on "No Work Holidays" is 5 hours in Tacoma and 4 hours in Seattle. Additionally, the rate shall be 'time and a half' for work performed on No Work Holidays.

New Year's Day	15:00 12/31 to 08:00 01/02
Bloody Thursday	08:00 07/05 to 08:00 07/06
Labor Day	08:00 Labor Day to 08:00 of the next day
Thanksgiving Day	08:00 Thanksgiving Day to 08:00 of the next day
Christmas	15:00 12/24 to 08:00 12/26

#### SERVICE SPECIFIC TERMS AND CONDITIONS: (SUPERSEDES GENERAL PROVISIONS)

**JOB DURATION:** The job shall commence one-half hour before the scheduled time of arrival or departure of the vessel. If Linehandlers have not been released by the end of the callout period, standby charges will be charged in half hour increments.

**MANNING REQUIREMENTS:** Additional manning may be required depending on mooring configuration, type of line, dock layout and condition, weather conditions, safety considerations, and any other situation that may arise. Examples include: 1) Lines that are crossed with other vessels' lines; 2) Dock cranes or construction equipment in work area; and 3) Ice and snow; 4) Tag Lines less than 30 feet long in Seattle, and less than 21 feet long in Tacoma; 5) Line deployment over 150' in Seattle, and 175' in Tacoma or; 6) Line retrieval due to missed landing.

**ORDERS:** Line orders for ship movements (even if tentative) should be given as far in advance as possible and confirmed later.

**CANCELLATION:** Orders canceled or changed less than 2.5 hours prior to job time will be billed at full rate. Calls to cancel or change the time on a firm order must be made at least 2.5 hours before the time set for the arrival or departure to allow sufficient time to cancel the order to the Lineman and thereby eliminating the cost of a minimum charge, or in some instances, standby charges.

**SPOTTING VESSELS:** Foss Lines Service is not responsible for spotting vessels.

**PNW LINES: ALL WORK IS SUBJECT TO THE TERMS AND CONDITIONS INCLUDED WITH SCHEDULE OF RATES**

## GENERAL PROVISIONS

**NOTICE OF DAMAGE CLAIM:** Should any damage or injury be suffered by or caused to a vessel to which services by or caused to a vessel to which services are rendered hereunder, notice must be given this company within 72 hours, as well as a reasonable opportunity to inspect and survey any such damages before repairs are begun. Written notice of intent to make a claim as a result of such injury or damage must be made within 30 days of such occurrence. Any action brought as a result of such injury or damages, or any other claims which arise out of, relate to, or in connection with any service rendered pursuant to this schedule, must be brought within one year of the date of the occurrence or will be waived and released. Failure to give any notice and opportunity to inspect, if applicable, under this clause constitutes waiver of the right to bring an action as a result of any such occurrence.

**LIMITATION OF LIABILITY:** 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 and agreed that Foss, its contractors and subcontractors, the tugs, their owners, charterers, operators, managers and agents shall have the benefit of all exceptions from, and limitations of, liability to which an owner of a vessel is entitled under any limitation of liability statutes of the United States, including, but not limited to, limitation or immunity from liability under the Oil Pollution Act of 1990 ("OPA 90") and any applicable state law. In no event shall Foss, Customer, their contractors and subcontractors, the tugs, or their owners, charterers, operators, managers and agents, be liable for any incidental or consequential damages of any nature whatsoever, including without limitation, extra expense, loss of profits, loss of use of vessel or property, delay or damages resulting from loss of use of vessel or property, regardless of cause, including but not limited to the negligence, breach of contract, or other legal fault of any individual or entity, and even if the possibility of such damage is foreseeable by any individual or entity. Unless entitled to immunity as a responder or otherwise under OPA 90 or applicable state laws and subject to defenses to, exemptions from and limitations of liability provided herein, Foss, its contractors and subcontractors, the tugs, their owners, charterers, operators, managers and agents shall only be liable, to the extent caused by their legal fault, up to and including the first \$100,000 for all claims, demands, causes of action, liabilities and costs (including attorneys' fees) arising out of or related to a single occurrence, or connected series of occurrences, in connection with any service rendered pursuant to this schedule. Customer understands and agrees that the Rates assume the limitation of liability afforded by this Limitation of Liability Clause and that this Clause shall not be limited, restricted or, in any way, affected by the amount of insurance carried by Customer.

**INDEMNITY:** All claims, demands, causes of action, liabilities and costs (including attorneys' fees) exceeding \$100,000 that are attributable to the acts or omissions (whether negligent, breach of contract or other legal fault) of Foss, its contractors and subcontractors, the tugs, their owners, charterers, operators, managers and agents, or to a tug's unseaworthiness and which arise out of, or relate to a single occurrence, or connected series of occurrences, in connection with any service rendered pursuant to this schedule shall be subject to the following indemnity: Customer agrees to indemnify, defend and hold harmless Foss, its contractors and subcontractors, the tugs, their owners, charterers, operators, managers and agents from all claims, demands, causes of action, liabilities and costs (including attorneys' fees) of every type and character, whether in rem or in personam, which are asserted against them by any individual or entity (including, without limitation, Customer's employees) including but not limited to those for personal injury, illness or death, or for loss or damage to property of any kind or type as well as oil pollution or the spill of any hazardous substance. The parties intend for this indemnity to apply to all incidents of whatsoever nature.

**STRIKES, BREAKDOWNS, ETC.:** The linehandlers, the company owners, operators, managers, agents and charterers shall not be responsible or liable for any expenses, losses, damages or claims whatsoever caused by or resulting from the failure or delay in the performance of services due to strikes, labor difficulties, breakdowns, shortage of tugs, priorities in service or any other causes of like or different character beyond their control or created by the operation of law.

**SUBCONTRACT:** All or part of any service requested may be subcontracted to others without notice. Any such subcontractor shall have the benefit of all defenses, exemptions, indemnities, and limitation of liability provided Foss and shall be considered an independent contractor and not an agent, servant or employee of Foss.

**PAYMENT TERMS:** Payment is due within 15 days of receipt of invoice. A service charge will be assessed on amount outstanding over 15 days at the rate of 18% per annum.

**CUSTOMER AUTHORITY:** The term "Customer" as used in this schedule means and includes individually and collectively any individual or entity ordering services pursuant to this schedule, the vessel for which service is requested and such vessel's owners, operators, agents, charterers and managers. Unless the context otherwise requires, the term "vessel" as used in this Schedule means and includes the tow or other vessel for which services are requested. The individual or entity ordering linehandling or other services under this schedule warrants that it has the authority to bind the vessel and its owners (and charterers, in any) to all the provisions of the preceding paragraphs and shall indemnify and hold harmless harmless Foss, its contractors and subcontractors, the tugs, their owners, charterers, operators, managers and agents from all losses, damages or expenses that may be suffered or incurred in consequence of any lack of such authority.