



BAY-HOUSTON TOWING

HARBOR AND COASTWISE TOWING

HOUSTON • GALVESTON • TEXAS CITY • CORPUS CHRISTI • FREEPORT



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HOUSTON

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GALVESTON / TEXAS CITY

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CORPUS CHRISTI

Tug Dispatch: (361) 884-8791

FREEPORT

Tug Dispatch: (979) 233-2201

Tariff
Effective May 1, 2024

HOUSTON

ZONE 1 - TURNING BASIN AREA- City Dock 1-48; New Terminal; Derichebourg; Southwest Shipyard; BWC Manchester (Old Manchester); Valero; U.S. Gypsum; Manchester Terminal; Houston Cement West; BWC Magnolia Park (Westway; Westway II):

Docking or Off Docking	\$2,774	Shifting in Zone 1	\$4,231
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ZONE 2 - TANKER AREA- Texas Petrochemicals (Petro Tex); Lyondell; Kinder Morgan Export Terminal (KMET); Andersons; Woodhouse; Kinder-Morgan Galena Park & Pasadena; Pasadena Refining; Houston Cement East; Cotton Patch; Targa; Magellan:

Docking or Off Docking	\$2,759	Shifting in Zone 2	\$4,323
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ZONE 3 - JACINTOPORT AREA- Greensport; AgriFos (Rentech); Kinder Watco; Industrial Terminal; Kavanagh; Bulk Material Dock (Load/Lay); Vulcan; South Central Cement; ITC Pasadena; Occidental; Magellan Valero Pasadena; Georgia Gulf; Houston Ammonia Terminal (Aristech); Kinder Morgan Deepwater; Shell; Enterprise; Stolthaven; Jacintoport Terminal; BWC Jacintoport (Inbesa); Care; Cargill; Mosaic; Houston Fuel Oil; Intercontinental (ITC); Vopak Deer Park; Vopak Moda; Texas Terminals; Cemex:

Docking or Off Docking	\$2,727	Shifting in Zone 3	\$4,318
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ZONE 4 - BAYTOWN AREA- BOSTCO; Exxon:

Docking or Off Docking	\$2,954	Shifting in Zone 4	\$4,656
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ZONE 5 - BARBOURS CUT AREA- Barbour's Cut, Enterprise Morgan's Point:

Docking or Off Docking	\$2,655	Shifting in Zone 5	\$4,208
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ZONE 7 & 9 BAYPORT- LBC; Odfjell; Container; RO/RO:

Docking or Off Docking	\$2,655	Shifting in Zone 7 & 9	\$4,258
Escorting in/out (Tractor tug)	\$3,175	Escort exceeding 3¼ hours	\$2,519 per hour

GALVESTON - TEXAS CITY

ZONE 1 – GALVESTON

Docking or Off Docking	\$2,517	Shifting in Zone 1	\$3,847
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ZONE 2 - TEXAS CITY

Docking or Off Docking	\$3,106	Shifting in Zone 2	\$4,674
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FREEPORT

ZONE 1 - FREEPORT

Docking or Off Docking (<35,000 GRT)	\$3,510	Shifting in Zone 1	\$5,472
Docking or Off Docking	\$3,717		

CORPUS CHRISTI

ZONE 1 - MAIN TURNING BASIN- Cargo Docks 1,8,9,10,14,15,16; Oil Docks (Nustar) 1,2,15,16; CITGO 8; Flint Hills 3:

Docking or Off Docking	\$2,436	Shifting in Zone 1	\$3,293
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ZONE 2 - AVERY & CHEMICAL TURNING BASIN AREA- Flint Hills 2; CITGO 1,7; Texas Lehigh; Public Oil Docks 4,7,11; ADM Elevator; Maverick Terminals:

Docking or Off Docking	\$2,803	Shifting in Zone 2	\$4,217
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ZONE 3 - BULK MATERIALS AREA- Bulk Material Terminals 1, 2 & 3; Oil Dock 6 (Eagle Ford 1); Plains; Interstate Terminal; EPIC; Valero Docks 2 & 3; Bay Dock; CITGO Oil Dock 3; Oil Dock 14 (Pin Oak); Buckeye Terminals 1,2 & 3 (Trafigura):

Docking or Off Docking	\$3,829	Shifting in Zone 3	\$5,402
Dock /Off Dock with Tule turn	\$4,411		

ZONE 4 – VIOLA BASIN - Public Oil Docks 8, 9, 10; Vulcan Material (Aggregate):

Docking or Off Docking	\$4,718	Shifting in Zone 4	\$6,150
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ZONE 5 - HARBOR ISLAND- Martin Midstream; Aransas Terminals (Gulf Copper):

Docking or Off Docking	\$3,472	Shifting in Zone 5	\$4,848
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CORPUS CHRISTI (cont.)

ZONE 6 – INGLESIDE- Enbridge Terminals; Flint Hills 4,5; South Texas Gateway Terminal 1, 2 (Buckeye):
Docking or Off Docking \$2,808 Shifting in Zone 6 \$3,963

ZONE 7 - LA QUINTA- Kiewit; EMAS (Helix); Occidental Chemical; Sherwin; Cheniere Energy; ArcelorMittal (Voestalpine); GCGV (Sabic):

Docking or Off Docking \$3,597 Shifting in Zone 7 \$5,015

ASSISTING / ESCORTING CHARGES (includes either a Docking or Off Docking)

Zone 1 to/from Zone 2	\$3,362	Zone 2 to/from Zone 3	\$4,480
Zone 1 to/from Zone 3	\$4,497	Zone 2 to/from Zone 3 w/turn at Tule	\$4,592
Zone 1 to/from Zone 3 w/ turn at Tule	\$4,582	Zone 2 to/from Zone 4	\$5,184
Zone 1 to/from Zone 4	\$5,380	Zone 3 to/from Zone 4	\$4,968

GENERAL TERMS AND CONDITIONS / MISCELLANEOUS RATES

TONNAGE RATES: Vessels will be charged a surcharge rate for each 1,000 tons GRT (rounded to the next 1,000 GRT) and according to the following schedule:

1 up to 9,999:	\$13.75	50,000 to 59,999:	\$25.50
10,000 to 19,999:	\$15.50	60,000 to 69,999:	\$28.50
20,000 to 29,999:	\$17.50	70,000 to 79,999:	\$30.50
30,000 to 39,999:	\$20.00	80,000 to 89,999:	\$32.75
40,000 to 49,999:	\$22.75	90,000 and above:	\$35.25

OVERTIME: An overtime rate of 35% will be added to the tariff rates for all work performed between the hours of 5 P.M. (17:00) and 7 A.M. (07:00) and for all work performed on Saturdays, Sundays and Holidays and Mondays following holidays on Sunday. Overtime rates will apply for service(s) started and/or completed in an overtime hour. Starting time begins when the tug departs its duty station or last job and continues until the tug returns to a duty station or is dispatched to the next job.

CANCELLATION: Service(s) cancelled after tug has arrived or while *en route* to perform service will be charged at the applicable hourly rate for the period starting when tug departed last duty station or last job and continue until the tug returns to duty station or is dispatched to another job. Overtime rates shall apply as applicable.

HOURLY AND ASSIST/ESCORT RATES: Hourly rates of \$1,893 for conventional tugs, \$2,519 for tractor tugs with less than 95 tonnes of bollard pull, and \$2,839 for tractor tugs with more than 95 tonnes of bollard pull per hour will be charged in nearest half hour increments for extra services that are neither specifically identified in this tariff and/or that are rendered outside the normal scope of a docking / undocking / shifting evolution. In the event a ship requires a tug(s) to stand-by, hold in stream or against a dock and the same tug(s) are already en route or are already performing a docking/sailing/shifting then 30 minutes of free time will be allowed. Time starts when tug departed last duty station or last job and continues until the tug returns to duty station or is dispatched to another job. Overtime rates shall apply as applicable. Tonnage will not be charged on hourly work.

RIGS, DEAD SHIPS AND GROUNDED VESSELS RATE: Assist services to rigs, grounded vessels and dead ships will be provided at a rate of \$3,265 per hour chargeable in nearest half hour increments. Overtime rates shall apply as applicable.

USE OF TRACTOR TUG: When services of a tractor tug are specifically required or requested by competent authority, or Pilots' matrix, or when use of a tractor tug reduces the number of tugs ordinarily used in the service being performed, a surcharge equaling 35% of the base rate shall apply. If the Pilot, Master, or other authority requires a tug with a bollard pull greater than 95 tonnes, then an additional surcharge of 15% will also apply. Overtime rates shall apply as applicable.

SPECIFIC TUG(S) REQUEST MOBE/DEMOBE: When a specific tug(s) or horsepower is requested and the tug has to transit from Houston to Texas City/Galveston or vice versa, 2 hours running time will be charged at the applicable hourly rate.

ADDITIONAL FREEPORT TUGS: When additional tugs are required in Freeport, hourly rate charges will apply for all running time from duty station to duty station. Overtime rates do not apply to running time only.

PILOTS: Whenever any Pilot(s) assists a vessels movement or handling, the Pilot(s) becomes and continues to be solely the servant, agent and employee of said vessel, its owners and/or charterers in respect of all acts or omissions done by the Pilot(s). All orders given by the Pilot(s) to any tugs engaged in the movement or handling of said vessel, or in connection with any decisions made by the Pilot(s) as to the manner or method of handling said vessel shall be the responsibility of the Pilot(s) and the vessels owners and/or charterers. None of the tugs or their owners, agents, masters, servants, employees or charterers shall be responsible or liable for any act or omission of the Pilot(s), or for any claims or damages caused by or resulting from any act, omission or order of the Pilot(s).

TERMS: Payment terms are 30 calendar days from the invoice date. Outstanding amounts are subject to the maximum legal interest rate. All discounts are no longer valid after 30 calendar days unless otherwise agreed to by Bay-Houston. Bay-Houston reserves its rights as a provider of necessary services and shall be entitled to full payment for services provided. Bay-Houston shall be reimbursed for any costs it incurs during collection processes inclusive of court costs, marshal fees, attorney fees and/or other reasonable fees associated with the collection of past due money.

- All rates are to apply for a single tug and all services are subject to these terms.
- All rates except overtime are subject to a fuel surcharge. Fuel surcharge not subject to discount.
- Bay-Houston Towing reserves the right to charge a security/environmental compliance fee if needed to meet national, regional or port regulatory requirements.



TOWAGE CONTRACT

It is hereby agreed between (Customer) and Bay-Houston Management, LLC doing business as Bay-Houston Towing (hereinafter called Bay-Houston) that Bay-Houston will provide tugs for and attend all harbor assist requirements of vessels owned, managed or controlled by Customer in the Ports of Houston, Galveston, Texas City, Freeport, and Corpus Christi in accordance to the current tariff terms and conditions.

Should Bay-Houston tugs not be conveniently available for the required services, Bay-Houston shall have the right to designate or engage other tugs, and such other tugs and their owners or operators shall be covered by this contract as though they were Bay-Houston tugs.

Neither party shall be responsible for delays, failures or omissions hereunder due to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storms, weather phenomena, lightning, epidemics, terroristic acts or threats, war, or unavoidable event(s).

The rates quoted herein, and the furnishing of tug power for harbor or other towage undertaken hereunder are founded on the consideration that this agreement shall not be construed to be a personal contract, and it is understood that Bay-Houston and the parties at interest with us shall have the benefit of the exemption from liability contained in the United States Limitation of Liability Statutes.

All tug services performed by Bay-Houston are subject to the rates, terms and conditions found in the current tariff (www.bayhouston.com/Tariff) and updated from time to time. Bay-Houston shall provide appropriate notice to the Customer and shall have the right to adjust tariff rates, terms and conditions due to changes in laws and regulations and changes in working conditions or labor and labor costs or otherwise.