



BAY-HOUSTON TOWING CO.

HARBOR AND COASTWISE TOWING



**HOUSTON • GALVESTON • TEXAS CITY
CORPUS CHRISTI • FREEPORT**

HOUSTON - (Main Office)

2243 Milford Street
Houston, Texas 77253-3006
Office: (713) 529-3755
Tug Dispatch: (281) 470-8053

GALVESTON

2201 Market St., Suite 802
Galveston, Texas 77553-2360
Office: (409) 765-9381
Tug Dispatch: (409) 744-5215

CORPUS CHRISTI

1420 Harbor Drive
Corpus Christi, Texas 78469-9488
Office: (713) 529-3755
Tug Dispatch: (361) 884-8791

FREEPORT

P.O. Box 3006
Houston, Texas 77253
Office: (713) 529-3755
Tug Dispatch: (979) 233-2201



E-mail: [**Tugs@BayHouston.com**](mailto:Tugs@BayHouston.com)

[**www.BayHouston.com**](http://www.BayHouston.com)

Effective April 1, 2016



HOUSTON

ZONE 1 - TURNING BASIN AREA- City Docks 1-48, New Terminal, Derichebourg, Brady Island, Old Manchester, Valero, U.S. Gypsum, Manchester Terminal, Houston Cement West, Westway, Westway II (Pacmol):

Docking or Off Docking	\$1,791	Shifting in Zone 1	\$2,688
------------------------	---------	--------------------	---------

ZONE 2 - TANKER AREA- Texas Petrochemicals (Petro Tex), Lyondell/Basell, Houston Refining, Louis Dreyfus Elevator, Woodhouse, Kinder-Morgan Galena Park & Pasadena, Pasadena Refining, Houston Cement East, Cotton Patch, Targa, Magellan:

Docking or Off Docking	\$1,847	Shifting in Zone 2	\$2,769
------------------------	---------	--------------------	---------

ZONE 3 - JACINTOPORT AREA- Greensport, AgriFos (Rentech), Targa Patriot (Kerley), Chevron-Phillips, Industrial Terminal, Kavanagh, Bulk Material Dock (Load/Lay), Vulcan, South Central Cement, Enterprise Products (Ethyl), ITC Pasadena, Occidental, Houston Ammonia Terminal (Aristech), Kinder Morgan Deepwater, Shell, Enterprise, Stolthaven, Jacintoport Terminal, Care, Cargill, Inbessa, Houston Fuel Oil, Intercontinental (ITC), Vopak Deer Park, Texas Terminals, Cemex:

Docking or Off Docking	\$1,847	Shifting in Zone 3	\$2,769
------------------------	---------	--------------------	---------

ZONE 4 - BAYTOWN AREA- BOSTCO, Exxon:

Docking or Off Docking	\$1,991	Shifting in Zone 4	\$2,987
------------------------	---------	--------------------	---------

ZONE 5 - BARBOURS CUT AREA- Barbour's Cut:

Docking or Off Docking	\$1,805	Shifting in Zone 5	\$2,707
------------------------	---------	--------------------	---------

ZONE 7 - BAYPORT TURNING BASIN AREA- LBC, Odfjell:

Docking or Off Docking	\$1,826	Shifting in Zone 7	\$2,740
------------------------	---------	--------------------	---------

ZONE 9 - BAYPORT CONTAINER TERMINAL- Includes Cruise Terminal:

Docking or Off Docking	\$1,826	Shifting in Zone 9	\$2,740
Escorting in/out (Conv tug)	\$1,750	Escort exceeding 3¼ hours	\$1,845 per hour
Escorting in/out (Tractor tug)	\$2,903		

GALVESTON - TEXAS CITY

ZONE 1 – GALVESTON

Docking or Off Docking	\$1,657	Shifting in Zone 1	\$2,486
------------------------	---------	--------------------	---------

ZONE 2 - TEXAS CITY

Docking or Off Docking	\$1,998	Shifting in Zone 2	\$2,996
------------------------	---------	--------------------	---------

FREEPORT

ZONE 1 - FREEPORT

Docking or Off Docking	\$2,396 (<35,000 GRT)	Shifting in Zone 1	\$3,597
Docking or Off Docking	\$2,509		

CORPUS CHRISTI

ZONE 1 - MAIN TURNING BASIN- Cargo Docks, Nustar 16, Oil Docks 1, 2, 15, CITGO 8, Flint Hills 3:

Docking or Off Docking	\$1,692	Shifting in Zone 1	\$2,197
------------------------	---------	--------------------	---------

ZONE 2 - AVERY & CHEMICAL TURNING BASIN AREA- Flint Hills 2, CITGO 1, 7, Texas Lehigh, Magellan (Oil Docks 4, 7, 11), ADM Elevator:

Docking or Off Docking	\$1,952	Shifting in Zone 2	\$2,735
------------------------	---------	--------------------	---------

ZONE 3 - BULK MATERIALS AREA- Bulk Material 1, 2 & 3, Eagle Ford Oil Dock 6, Interstate Terminal, Valero Docks 2 & 3, Bay Dock, CITGO Oil Dock 3, Buckeye Terminal (Trafigura), M&G Resins (Oil Dock 14):

Docking or Off Docking	\$2,664	Shifting in Zone 3	\$3,463
Dock /Off Dock with Tule turn	\$3,040		

ZONE 4 - KOCH REFINING AREA- Public Oil Docks 8, 9, 10, Vulcan (Aggregate):

Docking or Off Docking	\$3,282	Shifting in Zone 4	\$3,941
------------------------	---------	--------------------	---------

ZONE 5 - HARBOR ISLAND- Martin Midstream, Canyon Port, Brown and Root:

Docking or Off Docking	\$2,987	Shifting in Zone 5	\$3,585
------------------------	---------	--------------------	---------

ZONE 6 – INGLESIDE- Oxy Ingleside Energy Center (OIEC), Flint Hills 4, 5, Gulf Marine Fabricators:

Docking or Off Docking	\$2,468	Shifting in Zone 6	\$2,986
------------------------	---------	--------------------	---------

CORPUS CHRISTI (cont.)

ZONE 7 - LA QUINTA- Kiewit, EMAS (Helix), Occidental Chemical, Sherwin Alumina Metals, Voestalpine, La Quinta Terminal:

Docking or Off Docking	\$2,937	Shifting in Zone 7	\$3,524
------------------------	---------	--------------------	---------

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

Zone 1 to/from Zone 2	\$2,338	Zone 2 to/from Zone 3	\$3,124
Zone 1 to/from Zone 3	\$3,124	Zone 2 to/from Zone 3 with turn at Tule	\$3,193
Zone 1 to/from Zone 3 with turn at Tule	\$3,190	Zone 2 to/from Zone 4	\$3,603
Zone 1 to/from Zone 4	\$3,738	Zone 3 to/from Zone 4	\$3,453

GENERAL TERMS AND CONDITIONS / MISCELLANEOUS RATES

TONNAGE FEES: Vessels will be charged a fee for each 1,000 tons GRT (rounded to the next 1,000 GRT), as listed in Lloyd's Shipping Index and according to the following schedule:

1 up to 9,999:	\$5.50	50,000 to 59,999:	\$15.00
10,000 to 19,999:	\$7.00	60,000 to 69,999:	\$19.00
20,000 to 29,999:	\$9.50	70,000 to 79,999:	\$23.00
30,000 to 39,999:	\$11.00	80,000 to 89,999:	\$27.00
40,000 to 49,999:	\$12.50	90,000 to beyond:	\$30.00

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

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 and continue until the tug returns to duty station. Overtime rates shall apply as applicable.

HOURLY AND ASSIST RATES: Hourly and Assist rates of \$995 for conventional tugs and \$1845 for tractor tugs per hour pro-rata will be charged and may apply for services that are neither specifically identified in this tariff and/or that are rendered outside the normal scope of a docking / undocking evolution. Time starts when tug departed last duty station and continues until the tug returns to duty station. Overtime rates shall apply as applicable. Tonnage will not be charged on hourly work.

PULLING AND STANDBY TIME: Pulling on vessel aground or assisting dead ship will be 1½ times hourly rate for conventional tugs and \$1845 for tractor tugs. Standing by or holding vessel in stream or alongside bank shall be at the hourly rate. Both pulling and standby are chargeable in one-half hour increments. Overtime rates shall apply as applicable.

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 being used in the service being performed, a surcharge of 35% of the base rate shall apply except for tethered escort at Bayport. Overtime rates shall apply as applicable.

RIG RATES (Harbor): Per hour pro-rata rate of \$1,992 for conventional tugs and \$2,298 for tractor tugs. Overtime rates shall apply as applicable.

ESCORTING: As per Hourly Rate except for areas specifically defined otherwise such as Bayport and Corpus Christi. Overtime rates shall apply as applicable.

ADDITIONAL FREEPORT TUGS: When additional tugs are required in Freeport, charges apply as per Hourly Rate for all running time from duty station to duty station. Overtime rates do not apply to actual running time. Tractor surcharge and Overtime rates shall apply to Docking and Off Docking rates as applicable.

SPECIAL REQUEST TRANSIT: Special request for a specified horsepower tug is ordered and this tug has to transit from Houston to Texas City - Galveston or vice versa, 2 hours running time will be charged at the applicable rate.

Whenever any pilot goes on board a vessel to assist its movement or handling, he becomes and continues to be solely the servant, agent and employee of said vessel, and its owners and/or charterers in respect of all acts done by him or all omissions. All orders given by him to any tugs engaged in the movement or handling of said vessel, or in connection with any decisions made by said pilot as to the manner or method of handling said vessel shall be the responsibility of said pilot 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 said pilot, or for any claims or damages caused by or resulting from any act, omission or order of said pilot.

Payment terms are 30 days from invoice date and outstanding amounts are subject to the maximum legal interest rate. Bay-Houston reserves its rights as a provider of necessary services and shall be entitled to recover all costs associated with the collection of overdue invoices including reasonable and associated fees and court costs.

- 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 Co. reserves the right to charge a security/environmental compliance fee to meet regional or port regulatory requirements.
- Rates for other services are available upon request.
- All towed vessels must furnish their own hawsers.



TOWAGE CONTRACT

It is hereby agreed between (Customer) and Bay-Houston Towing Co. (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 Towing Co. tugs not be conveniently available for the required services, Bay- Houston Towing Co. 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 Towing Co. tugs.

Neither party shall be responsible for delays, failures or omissions hereunder due to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storm, lightning, epidemics, or war disorders.

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 Statute, Title 46 U.S.C.A. 181 to 184, both inclusive.

This Agreement shall commence on (Effective date) and shall continue thereafter from year to year or until cancelled by either party on an anniversary date of this agreement with sixty (60) days written notice.

All tug services performed by Bay-Houston are subject to the rates, terms and conditions in the current 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.

OFFERED BY (Company): BAY-HOUSTON TOWING CO.

REPRESENTATIVE: _____

ACCEPTED BY (Customer): _____

REPRESENTATIVE: _____

EFFECTIVE DATE: _____