



BAY-HOUSTON TOWING CO.

HARBOR AND COASTWISE TOWING

HOUSTON • GALVESTON • TEXAS CITY • CORPUS CHRISTI • FREEPORT



HOUSTON - (Corporate Office)

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GALVESTON/TEXAS CITY

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Tariff
Effective February 15, 2022

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	\$2,412	Shifting in Zone 1	\$3,679
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ZONE 2 - TANKER AREA- Texas Petrochemicals (Petro Tex); Lyondell; Kinder Morgan Export Terminal (KMET); Anderson's; Woodhouse; Kinder-Morgan Galena Park & Pasadena; Pasadena Refining; Houston Cement East; Cotton Patch; Targa; Magellan:

Docking or Off Docking	\$2,399	Shifting in Zone 2	\$3,759
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ZONE 3 - JACINTOPOINT AREA- Greensport; AgriFos (Rentech); Kinder Watco; Industrial Terminal; Kavanagh; Bulk Material Dock (Load/Lay); Vulcan; South Central Cement; ITC Pasadena; Occidental; Magellan Valero Pasadena; 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	\$2,371	Shifting in Zone 3	\$3,755
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ZONE 4 - BAYTOWN AREA- BOSTCO; Exxon:

Docking or Off Docking	\$2,569	Shifting in Zone 4	\$4,049
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ZONE 5 - BARBOURS CUT AREA- Barbour's Cut:

Docking or Off Docking	\$2,319	Shifting in Zone 5	\$3,675
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ZONE 7 & 9 BAYPORT- LBC; Odfjell; Container; RO/RO:

Docking or Off Docking	\$2,319	Shifting in Zone 7	\$3,719
Escorting in/out (Tractor tug)	\$2,995	Escort exceeding 3¼ hours	\$2,195 per hour

GALVESTON - TEXAS CITY

ZONE 1 – GALVESTON

Docking or Off Docking	\$2,189	Shifting in Zone 1	\$3,345
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ZONE 2 - TEXAS CITY

Docking or Off Docking	\$2,678	Shifting in Zone 2	\$4,029
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FREEPORT

ZONE 1 - FREEPORT

Docking or Off Docking (<35,000 GRT)	\$3,059	Shifting in Zone 1	\$4,769
Docking or Off Docking	\$3,239		

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	\$2,137	Shifting in Zone 1	\$2,889
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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	\$2,459	Shifting in Zone 2	\$3,699
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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	\$3,359	Shifting in Zone 3	\$4,739
Dock /Off Dock with Tule turn	\$3,869		

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

Docking or Off Docking	\$4,139	Shifting in Zone 4	\$5,395
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ZONE 5 - HARBOR ISLAND- Martin Midstream; Aransas Terminals (Gulf Copper) :

Docking or Off Docking	\$3,215	Shifting in Zone 5	\$4,489
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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 \$2,649 Shifting in Zone 6 \$3,739

ZONE 7 - LA QUINTA- Kiewit; EMAS (Helix); Occidental Chemical; Sherwin; Cheniere Energy; Voestalpine; GCGV (Sabic):
 Docking or Off Docking \$3,155 Shifting in Zone 7 \$4,399

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

Zone 1 to/from Zone 2	\$2,949	Zone 2 to/from Zone 3	\$3,939
Zone 1 to/from Zone 3	\$3,945	Zone 2 to/from Zone 3 w/turn at Tule	\$4,028
Zone 1 to/from Zone 3 w/ turn at Tule	\$4,019	Zone 2 to/from Zone 4	\$4,547
Zone 1 to/from Zone 4	\$4,719	Zone 3 to/from Zone 4	\$4,358

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:	\$9.50	50,000 to 59,999:	\$22.00
10,000 to 19,999:	\$11.50	60,000 to 69,999:	\$25.00
20,000 to 29,999:	\$15.00	70,000 to 79,999:	\$27.00
30,000 to 39,999:	\$17.00	80,000 to 89,999:	\$30.50
40,000 to 49,999:	\$19.50	90,000 and above:	\$33.00

OVERTIME: An overtime rate of 35% will be added to the tariff rates for all work performed between the hours of 5 P.M. (17:00) and 7 A.M. (07:00) 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 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 \$1,650.00 for conventional tugs and \$2,195.00 for tractor tugs per hour in nearest half hour increments apply 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 hold against a dock or bank and the same tug(s) are already *en route* to perform or are already actively performing a docking/sailing/shifting evolution 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 \$2,845.00 per hour chargeable in nearest 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 used in the service being performed, a surcharge equaling 35% of the base rate shall apply except for escort at Bayport. Overtime rates shall apply as applicable.

SPECIFIC TUG(S) REQUEST MOBE/DEMOBE: When a specific horsepower tug(s) is ordered and specific 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, charges apply as per Hourly Rate 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 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 the collection process of overdue invoices inclusive of court costs, marshal fees, attorney fees and/or other reasonable fees associated with collection.

- 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 if needed to meet national, regional or port regulatory requirements.
- Rates for other services are available upon request.



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 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 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 or otherwise.