

## **CONDITIONS**

## **ALL**

## **VESSELS**

1. (a) The following terms and conditions have been compiled from the operating practices of individual membership agency firms currently doing business in the U.S.
  - (b) These terms and conditions apply whether vessel has full or part cargo and irrespective of how many ports at which she loads or discharges.
  - (c) In cases where agents perform services such as Surveyor, Superintendent Engineer, Port Captain, Port Steward, Payroll Clerks, agents are entitled to charge additional compensation.
  - (d) Should additional services be required, such as attendance to General Average, strandings, collisions, major repairs, oil spills, detentions, mitigation of penalties, etc. agents shall be entitled to additional compensation.
  - (e) In the case of tankers loading or discharging parcels other than petroleum cargoes, agents are entitled to charge additional compensation commensurate with attendance required.
  - (f) When vessels are consigned to Time Charterers' Agents, the fees for handling Owners' items are not included in the Time Charter agency fees.
2. Agents are entitled to reimbursement for out-of-pocket expenses, including but not limited to communications expenses, cellular phones, photocopying, forms, auto hire, transportation, staff and boarding clerk overtime, government charges and other expenses not usually assumed by an agent.
  3. Agents are entitled to additional compensation for using the agents U.S. Customs Vessel Term Bond, amending filings due to incomplete or inaccurate information received from Principals, arranging and coordinating USCG Tank Vessel Examinations/Letter of Compliance Inspection, assignment of Bill of Lading identifiers (each), and attending stowaways and deserters. Agents are entitled to additional compensation in any case involving local, state, or federal intervention in vessel operations, movements or crew matters.
  4. In case of chartered vessels loading or discharging cargoes where there are multiple bills of lading, agents are to be entitled to additional compensation commensurate with attention required.

5. Principals shall defend and hold harmless agents from and against all expenses, claims and lawsuits for breach of contract, injury, death, or property damage alleged to arise out of operations or conditions connected with the vessel, crew, owners, operators, independent contractors, charterers or cargo. In the event charges/penalties are assessed against bonds provided on behalf of vessels/cargo by Agent or its sub-contractor.

Principal shall promptly arrange U.S. collateral security to cover bonding exposure. Principal shall pay all costs of collection, including reasonable attorney's fees, and shall pay interest on all unpaid amounts outstanding 30 days after accounts are rendered at the highest percentage rate allowable by law, compounded annually. In the event of an oil spill requiring notice to governmental authorities under applicable law, Agent is authorized by Principal and the vessel to make such required notification. Agent shall have a lien against vessel for all non-reimbursed expenses incurred on behalf of vessel.

6. One hundred percent (100%) of funds to cover the estimated disbursements as determined by the agent (including cash advanced to Master) must be in agents hands prior to vessel's arrival.

## **DRY CARGO VESSELS**

### **VOYAGE CHARTER - All days referred to are calendar days**

1. An agency fee for Loading OR Discharging, up to 5 days  
Added fee each additional day  
Added fee for each additional loading or discharging place in excess of one
2. Supervising Agency  
Fee for acting on behalf of an Owner or Charterer when vessel consigned to another agent for discharging or loading, up to 5 days  
Added fee for each additional day

## **TANKER VESSELS**

### **VOYAGE CHARTER - All days referred to are calendar days**

1. An agency fee for Loading OR Discharging, up to 3 days  
Added fee each additional day  
Added fee each additional loading or discharging place in excess of one.
2. Supervising Agency Fee for acting on behalf of an Owner or Charterer when vessel consigned to another agent for discharging or loading, up to 3 days.  
Added fee for each additional day.

## **PETROLEUM CARGOES**

**VESSELS NOT  
HANDLING  
CARGO**

Agency fee for, but not limited to, dry docking, bunkering only

**ALL  
VESSELS**

1. **MISCELLANEOUS ATTENDANCE FEES**

- (a) For arranging bunkers, stores, minor crew changes, repairs or drydocking, spare parts
- (b) Attending delivery or redelivery of vessel only
- (c) Attending vessels calling for bunkers only and not requiring customs entrance and clearance
- (d) Husbandry agent shall be entitled to relief compensation for the additional time and expense of port handling duties related to, or required by, acts, regulations or edicts imposed by revised Federal, State, and/or local government maritime port requirements, including, but not limited to, security activities when such duties are in addition to the husbandry agent's normal port handling duties.

2. **FEES FOR ATTENDING CREW**

Attending or assisting in connection with officers and crews, arranging their shore accommodations, victualling, transportation, onforwarding, payment of bills, etc.

3. **POSTAGE & PETTIES and COURIER**

In addition to Agency Fees

1. **TIME CHARTER**

Collecting, remitting hire and drawing up accounts per half month or part thereof, postage and petties additional

**FREIGHT  
& HIRE  
COLLECTION**

2. **VOYAGE CHARTER**

- (a) Collecting, remitting freight and drawing up accounts, regardless of number of collections made, minimum per voyage
- (b) Preparing and collecting documents under Letter of Credit, remitting freight and drawing up accounts, minimum per voyage, postage & petties, additional