

**APPLICATION FOR VESSEL BERTH RESERVATION**

|      |
|------|
| Date |
|------|

(See Terms and Conditions)

|                                      |                                   |                                      |  |   |
|--------------------------------------|-----------------------------------|--------------------------------------|--|---|
| Vessel                               |                                   | Voyage No.                           |  |   |
| Estimated time and date of arrival   |                                   | Estimated time and date of departure |  |   |
| Vessel Owner/Line                    |                                   | Berth Desired                        |  |   |
| Vessel Length (ft)                   | Vessel Draft (ft)                 | Character of Cargo                   |  |   |
| Vessel Charterer                     |                                   |                                      |  |   |
| Contact Name:                        |                                   | Contact Email:                       |  |   |
| Contact Work Number:                 |                                   | Contact Cellphone Number:            |  |   |
| Mailing Address:                     |                                   |                                      |  |   |
| Physical Address:                    |                                   |                                      |  |   |
| Additional Services Requested:       | <input type="checkbox"/> Security | <input type="checkbox"/> Fresh Water | <input type="checkbox"/> Non-Hazardous Oily Waste/ Garbage | <input type="checkbox"/> Medical/ Hazardous Waste |
| Additional Information if applicable |                                   |                                      |  |   |
|                                      |                                   |                                      |  |   |
|                                      |                                   |                                      |  |   |
|                                      |                                   |                                      |  |   |

Review 'Conditions of Berth Reservation' and sign the application on page 2 and 3. Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port Tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation. All reservation requests must be accompanied by an annual vessel registration form. Not including the Annual Vessel Registration Form and/or not fully completing the reservation request will delay approval.

|                          |
|--------------------------|
| <b>FOR PORT USE ONLY</b> |
|--------------------------|

|   |             |
|---|-------------|
| Application Received By:                            | Time/Date:  |
| Application Approved By:                            | Time/Date:  |
| Berth Assigned:                                     | Vessel ETA: |
| Special Crane or Cargo Handling Equipment Required: |             |
|   |             |
|   |             |

**SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION**

|   |                   |  |     |      |
|---|-------------------|--|-----|------|
|   |                   |  |     | Date |
| Vessel  | Voyage No.        | LOA  | ETA | ETD  |
| Vessel Owner/Line                                     |                   | Berth Desired  |     |      |
| Vessel Length (ft)                                    | Vessel Draft (ft) | Character of Cargo   |     |      |
| Vessel Charterer                                      |                   |  |     |      |
| To Load (Commodity Type and Amount/No. of Containers) |                   | To Discharge (Commodity Type and Amount/No. of Containers) |     |      |
| Terms of Affreightment                                |                   | Terms of Affreightment                                     |     |      |
| Agency Firm   |                   | Authorized Individual                                      |     |      |

Note: Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of the affreightment for any other part of the cargo.

| Category of Port Changes            | Party Responsible for Payment | Estimated Dollar Amount | For Port/Dock Operator Use |
|-------------------------------------|-------------------------------|-------------------------|----------------------------|
| 1. Dockage                          |                               |                         |                            |
| 2. Wharfage                         |                               |                         |                            |
| 3. Service and Facility Charge      |                               |                         |                            |
| 4. Vessel Impact Fee                |                               |                         |                            |
| 5. Misc. (Water, Electricity, Etc.) |                               |                         |                            |
| 6. Security                         |                               |                         |                            |
| 7. Other                            |                               |                         |                            |

Total Estimated Charges: \$ \_\_\_\_

Pursuant to the instructions set forth in Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessels, and attests to the accuracy of the information provided to the extent set forth in Paragraph C.

|       |               |                 |
|-------|---------------|-----------------|
| Date: | (Berth Agent) | (As Agent Only) |
|-------|---------------|-----------------|

**Acceptance of Financially Responsibility for Payment**

In connection with the Application for Vessel Berth Reservations dated \_\_\_\_\_, 20\_\_\_\_, the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

|   |                            |  |
|---|----------------------------|--|
| Category of Port Charges Line item(s) No. | For Port/Dock Operator Use |  |
| (Name of Company)                         | (Authorized Signature)     |  |
| Category of Port Charges Line item(s) No. |                            |  |
| (Name of Company)                         | (Authorized Signature)     |  |
| Category of Port Charges Line item(s) No. |                            |  |
| (Name of Company)                         | (Authorized Signature)     |  |

Note: Pursuant to Port of Skagway Tariff Rule No. 360, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

## TERMS AND CONDITIONS OF BERTH RESERVATION

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. and Tariff Rule No. 210 in the Port of Skagway Tariff 3, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

- A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
1. That party responsible has established credit worthiness acceptable to the Port; or
  2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
  3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his/her knowledge all information called for on the second and first page of this form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
- H. All Vessels must:
1. Abide by the requirements and terms set forth in Skagway Municipal Code, Alaska State Statue and Skagway Tariff No 3.
  2. Be registered with The Port and have an Emergency Operations Plan on file.
  3. Use all reasonable precautions in keeping the vessel in a reasonably clean and sanitary condition, with special attention to pure water and sanitary toilets.
  4. Use all reasonable precautions in keeping the vessel free from fire hazards of any type or nature.
  5. Use all reasonable effort and precautions in keeping the vessel well-secured, securely moored with lines in reasonably fit condition, sufficiently pumped out at all times to keep the vessel afloat, and to otherwise attend the needs of the vessel to avoid need for attention by the Port Director.
  6. Use adequate precautions to lock up and stow and otherwise safeguard all movable gear and tackle.
  7. Promptly pay all charges and taxes assessed or levied according to law either against the vessel or its owner, and all charges for utilities requested and ordered for the vessel.
  8. Supply and use adequate fenders to safeguard floats and vessels from chafing and other damage.
  9. Carry and provide Skagway evidence of commercial general liability insurance against claims for bodily injury, personal injury, and property damage, including death, arising out of the Applicant's use of the Port of Skagway Terminal and all areas appurtenant thereto as defined in this Agreement. The policy shall be written on Marine Form SP 38, SP 23, or its equivalent. Coverage shall be for no less than TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00) per occurrence.
  10. Meets any and all other applicable insurance requirements contained within the laws and regulations of the State of Alaska and, if applicable.
  11. Arrange stevedoring, tugboat, freight loading and unloading, security and any other services necessary for the safe docking of ships and movement of goods to and from the ships.
  12. Provide copy of the Dangerous Cargo Manifest as provided to U.S. Coast Guard or signed certification that the cargo loaded or offloaded includes no dangerous or hazardous cargo, as defined in 49 CFR to the Port Director and Facility Security Officer (FSO) 72-hours prior to arrival as well as submit to the Port Department a manifest of all cargo loaded or unloaded at Port facilities within 72-hours after departure from the Port of Skagway Terminal.

Authorized Individual's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Individual's Title: \_\_\_\_\_