PORT OF OLYMPIA

606 Columbia Street NW Suite 300, Olympia, Washington 98501

APPLICATION FOR VESSEL BERTH RESERVATION

(See Notes and Conditions)

		-	npia			Date				
/essel		Voyage No		Length Over All	ETA	ETD				
essel Owner/Line	Berth Desired		Arrival dra	ft	Departure dra	ft				
/essel 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								
corporated herewith as Supplemer	t to this Applic			l Berth Rese	ervation.					
Application Received By:	FOR POF	Time/Date:	ONLY							
Application Approved By:		Time/Date:								
Berth Assigned:	Vessel ETA:									
Special Crane or Cargo Handling Equipment Required:										

PORT OF OLYMPIA

							Date			
Vessel		Voyage No.		Length Over All	ETA		ETD			
/essel Owner/Line	Berth Desired		Arrival dr	aft	Departure draft					
/essel Charterer					<u> </u>					
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							
te: Separate submissions of this document are required when the Category of Port Charges 1. Dockage	Party Resp	el affreightment for part of the cargo diffe Party Responsible for Payment		rs from the terms of the affreightment Estimated Dollar Amount		t for any other part of the cargo. Send Invoice To:				
1. Dockage 2. Wharfage										
3. Service and Facility Charge										
4. Overtime Differential										
5. Container Throughput										
6. Gate/Yard/Customs Exam Container Move										
7. Stuffing/Unstuffing/Transloading										
B. Barge Loading and Unloading										
9. Vessel and Yard Container Rehandling										
10. Standby and/or Deadtime										
11. Man-Hour/Equipment Rental										
12. Rail/Truck Loading/Unloading										
13. Misc. (Water, etc.)										
14. Security Fees										
15. Line Handling										
Tot irsuant to the instructions set forth in Conditions of Bert med vessel, and attests to the accuracy of the informal		ersigned here								
Date: (Berth Agent)	ion provided to the exte		As Agent O		JI VESSEI I	Deitii Nese	si valion.			
(====,		,		,,						
connection with the Application for Vessel Berth Reser half, for payment of the port charges listed under the lin plication for Vessel Berth Reservation, in a maximum a evant line items, or 125 percent (125%) of such other s nich latter case a copy of such writing is physically attac	ne items as designated amount not to exceed 12 sum as the Port, after re	below which 25 percent (1	, 20 correspoi 25%) of t	_, the undersigned l nd with those design he aggregate estima	nated in th ated dollar	e above S amount s	upplement to hown above for the			
Category of Port Charges Line item(s) No.	ine item(s) No.					For Port/Dock Operator Use				
(Name of Company)	(Authorized Signa	ature)								
Category of Port Charges Line item(s) No.										
Name of Company)	(Authorized Signa	ature)								
Category of Port Charges Line item(s) No.										
(Name of Company)	(Authorized Signa	ature)								

Note: Pursuant to Port of Olympia Tariff <u>Item No. 199.000</u>, 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.

PORT OF OLYMPIA CONDITIONS OF VESSEL BERTH RESERVATION

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff Item 199.000 in the Port of Olympia Terminal Tariff No. 11, 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:

- 1. 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 (6) 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.
- 2. 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.
- 3. 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 knowledge all information called for on the Supplement to Application for Vessel Berth Reservation 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.
- 4. 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 to 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.
- 5. All estimates of port charges are subject to approval and/or adjustment by the Port.
- 6. 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.