PORT OF OLYMPIA
606 Columbia Street NW Suite 300, Olympia, Washington 98501

#### **APPLICATION FOR VESSEL BERTH RESERVATION**

(See Notes and Conditions)

## Reservation of a Berth is Requested at the Port of Olympia

Vessel	Voyage No.	Length Over All	ETA	ETD		
Vessel Owner/Line	Berth Desired					
vessel Owner/Line	Bertii Desired					
Vessel Charterer						
To Load (Commodity Type and Amount/No. of Containers)	To Discharge (Comr	To Discharge (Commodity Type and Amount/No. of Containers)				
Terms of Affreightment	Terms of Affreightme	Terms of Affreightment				
Agency Firm	Authorized Individua	Authorized Individual				
Application for reservation of vessel be Terms of the Port tariff and to the time incorporated herewith as Supplement	ely filing of the Statement o	subject to Re f Financial Re	sponsibili			
	FOR PORT USE ONLY	<b>(</b>				
Application Received By:	Time/Date:					
Application Approved By:	Time/Date:					
Berth Assigned:	Vessel ETA:					
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Special Crane or Cargo Handling Equipment Required:						
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### **PORT OF OLYMPIA**

# 606 Columbia Street NW Suite 300, Olympia, Washington 98501 SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION

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Vessel		Voyage No.	Length Over All	ETA	ETD		
/essel Owner/Line		Berth Desired					
essei Owner/Line		Bertii Desired					
/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		Terms of Affreigntment					
Agency Firm		Authorized Individual					
te: Separate submissions of this document are required when the ves	sel affreightment for p	art of the cargo differs	from the terms of the affrei	ghtment for any oth	ner part of the cargo.		
Category of Port Charges	Party Responsible for		Estimated		Send Invoice To:		
Destroy	Payr	ment	Dollar Amount				
I. Dockage							
2. Wharfage							
Service and Facility Charge							
Overtime Differential							
. Container Throughput							
. Gate/Yard/Customs Exam Container Move							
Stuffing/Unstuffing/Transloading							
. Barge Loading and Unloading							
. Vessel and Yard Container Rehandling							
Standby and/or Deadtime							
Man-Hour/Equipment Rental							
Rail/Truck Loading/Unloading							
Misc. (Water, etc.)							
4. Security Fees							
5. Line Handling							
rsuant to the instructions set forth in Conditions of Berth Remed vessel, and attests to the accuracy of the information potential.  (Berth Agent)  Acceptonnection with the Application for Vessel Berth Reservation	tance of Financial	rsigned hereby se nt set forth in Para (As Age Responsibility fo	graph C of Conditions on tonly)  or Payment, the undersigned h	f Vessel Berth F	esponsibility, on its owr		
half, for payment of the port charges listed under the line ite plication for Vessel Berth Reservation, in a maximum amou evant line items, or 125 percent (125%) of such other sum a ich latter case a copy of such writing is physically attached	int not to exceed 12 as the Port, after re	25 percent (125%)	of the aggregate estima	ted dollar amou rovided to the ui	nt shown above for the ndersigned in writing, in		
Category of Port Charges Line item(s) No.				For Port/Dock	Operator Use		
Name of Company)	(Authorized Signa	iture)					
Category of Port Charges Line item(s) No.							
Name of Company)	(Authorized Signa	iture)					
Category of Port Charges Line item(s) No.							
Name of Company)	(Authorized Signa	iture)					

Note: Pursuant to Port of Olympia Tariff Item No. 199.000, 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 Rule 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:

- 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 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.
- 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.