ITEM 151.500 APPLICATION FOR VESSEL BERTH RESERVATION

THE NORTHWEST SEAPORT ALLIANCE
P.O. Box 1837, Tacoma, Washington 98401
APPLICATION FOR VESSEL BERTH RESERVATION
(See Notes and Conditions)

Reservation of a Berth is Requested at The Northwest Seaport Alliance

				Date
Vessel	Voyage No.	Length Over All	ETA	ETD
Vessel Owner/Line	Berth Desired Pier 7			
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			

NOTES AND CONDITIONS

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.

FOR ALLIANCE USE ONLY	
Application Received By:	Time/Date:
Application Approved By:	Time/Date:
Berth Assigned:	Vessel ETA:
Special Crane or Cargo Handling Equipment Required:	

ITEM 151.600 SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION

THE NORTHWEST SEAPORT ALLIANCE
P.O. Box 1837, Tacoma, Washington 98401
SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION

Vessel	Voyage No.	Length Over All	ETA	ETD
Vessel Owner/Line	Berth Desired			
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 Alliance Charges	Person Responsible for Payment	Estimated Dollar Amount	Send Invoice To:
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Handling			
5. Overtime Differential			
6. Standby and/or No Work Provided			
7. Equipment Rental			
8. Materials			
9. Rail Car Loading/Unloading			
10. Gates/Yard/Warehouse Charges			
11. Truck loading/unloading Charges			
12. Misc. Labor			
13. Misc. (Water, Telephone, Electricity, Etc.)			
14. Port Security Fee			
15. 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 vessel, and attests to the accuracy of the information provided to the extent set forth in Paragraph C of Conditions of Vessel Berth Reservation.

Date:	(Berth Agent)	(As Agent Only)

Acceptance of Financial 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 Alliance 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 Alliance , 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 The Northwest Seaport Alliance Tariff Item No. 106.000, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Alliance and where responsibility for Alliance charges has not been accepted by another credit worthy entity, the Alliance shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

ITEM 151.700 CONDITIONS OF VESSEL BERTH RESERVATION

THE NORTHWEST SEAPORT ALLIANCE
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 106.000 in The Northwest Seaport Alliance Tariff No. 300, all applications for Vessel Berth Reservation shall be made in the form specified by the Alliance , 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 Alliance 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 Alliance , six (6) days prior to the Vessel's scheduled arrival, or at such other time as may be authorized or directed by the Alliance, 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 Alliance charges, shall be promptly refunded by the Alliance to the Person posting same.

B. The Alliance may waive the requirement of cash in advance as to all or any category or categories of its anticipated Alliance charges when the Person responsible for such charges has been identified by the berthing agent to the satisfaction of the Alliance, and:

   1. That Person responsible has established credit worthiness acceptable to the Alliance ; or
   2. Adequate security, acceptable to the Alliance, in an amount equal to 125% of the applicable estimated Alliance charges, has been posted; or
   3. The agent requesting the berth, or another entity, in each case acceptable to the Alliance 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 an estimate of amount of each category of Alliance charges, as enumerated, and Person responsible for payment. 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 Alliance and Ports for any financial loss suffered by the Alliance and Ports 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 to the Alliance, it shall immediately notify the Alliance and, as if requested by the Alliance, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Alliance.

E. All estimates of Alliance charges are subject to approval and/or adjustment by the Alliance.

F. The Alliance shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of Alliance 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 Alliance .

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