

PORT OF KALAMA, WASHINGTON, U.S.A.
110 West Marine Drive, Kalama, WA 98625 Fax: 360-673-1503
APPLICATION FOR VESSEL BERTH RESERVATION
(See Notes and Conditions)

Reservation of a berth is requested at Port of Kalama

By: _____ **Of:** _____ **On:** _____
Authorized Individual Agency Firm Date

For: _____ **Owner Of / Operated By:** _____
Vessel Identification Firm

To Present On: _____ **As Voyage No.:** _____
Estimated Hour/Date

For Loading Of: _____ **Quantity:** _____
Description of Commodities / No. of Containers

For Discharge Of: _____ **Quantity:** _____
Description of Commodities / No. of Containers

To Depart On: _____ **As Voyage No.:** _____
Estimated Hour/Date

Vessel Length Overall: _____ **GRT:** _____

NOTES and CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port of Kalama 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 PORT USE ONLY

Application Received By: _____ Time/Date: _____

Application Approved By: _____ Time/Date: _____

Berth Assigned: _____ Vessel ETA Confirmed: _____

Special Crane or Cargo Handling Equipment Required: _____

**PORT OF KALAMA
SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION**

Vessel: _____ **LOA:** _____ **GRT:** _____ **ETA:** _____ **ETD:** _____

Vessel Owner / Line: _____

Vessel Charterer: _____

To Load: _____ **To Discharge:** _____
Commodity Type-Amount / # of Containers *Commodity Type-Amount / # of Containers*

Terms of Affreightment: _____ **Terms of Affreightment:** _____

Berth Desired: _____

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

CATEGORY OF PORT CHARGES	PARTY RESPONSIBLE FOR PAYMENT	ESTIMATED DOLLAR AMOUNT	FOR PORT USE ONLY
1 - Lines Services			
2 - Dockage			
3 - Wharfage			
4 - Water			
5 - Security			
6 - MFSA			
7 - Misc Services			
8 -			
9 -			
10 -			
11 -			
12 -			

Total Estimated Charges \$ _____

Pursuant to the instructions set forth in the 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 the Conditions of Berth Reservation.

Date: _____

Berthing Agent

By: _____

As Agent Only

**PORT OF KALAMA
ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, 20____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 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.

For Port Use Only

CATEGORY OF PORT CHARGES LINE ITEM(S) NO. _____

By: _____ By: _____
Name of Company *Authorized Signature*

CATEGORY OF PORT CHARGES LINE ITEM(S) NO. _____

By: _____ By: _____
Name of Company *Authorized Signature*

CATEGORY OF PORT CHARGES LINE ITEM(S) NO. _____

By: _____ By: _____
Name of Company *Authorized Signature*

CATEGORY OF PORT CHARGES LINE ITEM(S) NO. _____

By: _____ By: _____
Name of Company *Authorized Signature*

SEE CONDITIONS OF BERTH RESERVATION

PORT OF KALAMA
CONDITIONS OF 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 Item 5.0 in the Port of Kalama Tariff No. 5), 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 in the 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 or payment for all applicable 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, the 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 applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("Berthing Agent") shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the 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 to so 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 Port, it shall immediately notify the Port and, 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 as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
- H. It is understood and agreed that by using the Port of Kalama's terminals and other facilities, the user agrees to abide by all the terms and conditions set forth in the Port's Terminal Tariff No. 5 and all supplements, additions and revisions thereto. It is further understood by the user that they are liable for any damage they cause to Port property whether it is through their negligence or other fault.