

In accordance with Federal Maritime Commission Docket 83-48, *Alaska Maritime Agencies, Inc., et al. v. Port of Anacortes, et al.*, and Tariff Rule 140 in the Port of Olympia Tariff No. 10, amendments and reissues thereto, 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 reverse, 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 applicable port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125 percent (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.
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
 - A) That party responsible has established credit worthiness acceptable to the Port; or
 - B) Adequate security, acceptable to the Port, in an amount equal to 125 percent (125%) of the applicable estimated port charges, has been posted; or
 - C) 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 a part of the berth reservation process, provide to the extent of his knowledge all information called for on the reverse 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 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 herein 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, 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.

7. 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.

8. It is understood and agreed that by using the Port of Olympia'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. 10 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.