

APPLICATION FOR VESSEL BERTH RESERVATION (See Notes and Conditions)

Date _____

				Date
Vessel	Voyage No.	LOA	ETA	ETD
Vessel Owner/Line	Berth Desired			
Vessel Charterer				
To Load (Commodity Type and Amount)		To Discharge (Commodity Type and Amount)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

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.

[illegible]

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

				Date
Vessel	Voyage No.	LOA	ETA	ETD
Vessel Owner/Line	Berth Desired			
Vessel Charterer				
To Load (Commodity Type and Amount)		To Discharge (Commodity Type and Amount)		
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 Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port/Dock Operator Use
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Handling			
5. Misc. (Water, Electricity, Etc.)			
6. Security Fee			
7. 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 vessels, and attests to the accuracy of the information provided to the extent set forth in Paragraph C.

Date:	(Berth Agent)	(As Agent Only)
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Acceptance of Financially 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 port 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 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.

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 Port of Bellingham Tariff Rule No. 105, 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 BELLINGHAM 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 105 in the Port of Bellingham Terminals Tariff No. 800, 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.



BELLINGHAM SHIPPING TERMINAL

STORMWATER POLLUTION PREVENTION CREW BRIEFING

This facility is equipped with stormwater treatment systems. Operations at the Bellingham Shipping Terminal (BST) must be conducted in a manner that maintains the operation of those systems and prevents damage to them. Best Management Practices ("BMPs") are physical, structural, operational, or managerial standards, guidelines, activities, prohibitions of practices, and procedures appropriate for a user's operations at the BST that prevent or reduce pollutants or other adverse impacts to waters of Washington State. BMPs shall be followed at the BST at all times. In addition to general BMPs, the following practices are implemented at BST for the purpose of preventing stormwater pollution and complying with the Industrial Stormwater General Permit.

To minimize or prevent stormwater pollution:

1. *Do not dump any polluting fluid or any other pollutant down any storm drains or let anything flow or blow into the water.*
2. *Do not hose down or wash down any surfaces on site.*
3. *Keep all paved areas clean of debris that could contaminate stormwater.*
4. *Keep all dumpster lids closed.*
5. *Prevent spills and leaks of liquids particularly during operation of equipment.*
6. *When not in use, park equipment in a designated area where drips and spills can be controlled.*
7. *Place drip pans under any observed leaks until they can be repaired.*
8. *Use oil containment booms to contain and dry absorbents to clean up spills and leaks of pollutant liquids immediately.*
9. *Observe storm drainage and stormwater pollution prevention systems during daily activities and report any issues to management.*
10. *When mobile fueling is conducted:*
 - a. *Perform fueling in a contained area or area that does not discharge, if available.*
 - b. *Utilize drip pans or buckets under hose connections.*
 - c. *Block or cover nearby storm drains to prevent possible discharge in the event of a spill.*
 - d. *Have the required spill kit available.*
11. *When possible or practical, conduct activities indoors or under cover.*
12. *Regularly sweep or clean dust, litter or other materials that could be exposed to stormwater.*

Notify management of:

1. *Any outside leak, spill, or situation that can cause contamination of stormwater.*
2. *Any oil sheen in stormwater discharge or in receiving water.*
3. *Any unsatisfactory stormwater pollution control system operation.*

Contact Phone Numbers:

1. *Port of Bellingham Marine Terminals Manager: Dave Warter, 360-319-0786*
2. *Port of Bellingham Environmental Specialist: Alice Cords, 360-820-0108*

Additional Requirements:

In his or her sole and exclusive discretion, the Port of Bellingham's Marine Terminals Manager may require compliance with additional specific or general BMPs as a condition precedent to the use of Port facilities or services.

Acknowledgement of receipt and understanding of stormwater pollution prevention briefing:

Signature, Tenant Representative