

PORT OF BELLINGHAM
APPLICATION FOR C STREET TERMINAL
BARGE RAMP RESERVATION AND AGREEMENT
("BARGE RAMP AGREEMENT")

This **C Street Terminal Barge Ramp Agreement** (hereinafter "Agreement") is entered into by and between the Contracting Party, as listed below, and the Port of Bellingham (hereinafter "Port"). The Barge Ramp is further described in Exhibit A, attached hereto.

Date:		Contracting Party Name:	
Contracting Party Address:		Phone #:	Email address:
Check out Date and Time:	Check in Date and Time:	Use of the Barge Ramp is associated with Berth Reservation and Berth Agreement for the following vessel:	

This Agreement authorizes the Contracting Party, as listed above, to use the Barge Ramp located at the C Street Terminal for the dates described above subject to the terms and conditions herein.

1. Fee for Use of Barge Ramp: Contracting Party shall pay the following fees in regards to the Use of the Barge Ramp:
 - a. Fee's will be assessed in accordance with the C Street Terminal User Operations Manual, as the manual now exists or is hereinafter adopted or modified. In such case, the Port will issue a final invoice to the Contracting Party to the address noted above. Payment is due within thirty (30) days of the issuance of the invoice. Late payments shall be subject to a late charge of 1.5% per 30-day period for each thirty-day period or portion thereof in which the invoice remains unpaid. For uses extending past thirty (30) days the Port reserves the right to issue interim invoices for each thirty-day period of use.
2. Condition of Barge Ramp: Contracting Party has had an opportunity to inspect the Barge Ramp and is satisfied with its condition and is accepting the Barge Ramp "as is, where is." The Port makes no representation (1) as to the suitability of the Barge Ramp for Contracting Parties intended use, or (2) as to the condition of the Barge Ramp. The care and use of the Barge Ramp, during each authorized use, is the sole responsibility of the Contracting Party.
3. Responsibility for Care and Use of Barge Ramp: Contracting Party shall abide by the following requirements in regards to the care and use of the Barge Ramp:
 - a. Contracting Party represents and warrants that they have the means and qualifications to operate the barge ramp in a safe and secure manner.

- b. Contracting Party shall operate the Barge Ramp in accordance with the C Street Terminal User Operations Manual, as the manual now exists or is hereinafter adopted or modified.
- c. Contracting Party shall perform or have performed all necessary determinations as to the capacity of the barge ramp and take all necessary measures to ensure proper and safe use in accordance with its design and specifications.
- d. Contracting Party understands that operations of the Barge Ramp require a crane for its installation and use at the C Street terminal. This Agreement does not authorize the use of a crane. Contracting Party is responsible for providing a crane sufficient for the purposes of installing the Barge Ramp. Contracting party represents and warrants that it is fully qualified and responsible to operate a crane in such a manner to install the Barge Ramp, and in accordance with all prudence and applicable standards and practices, including but not limited to the following requirements:
 - i. Perform or have performed all necessary inspections or testing to determine the nature of the ground and its ability to support a crane while in operation or otherwise and take all necessary measures to ensure proper shoring, cribbing or other measures.
 - ii. Ensure that only competent and fully trained personnel, in accordance with applicable OSHA and WISHA regulations and industry best practices including those practices published by the American National Standards Institute (ANSI), use the crane. Without limiting the foregoing, a 29 CFR 1926.1428 qualified signal person must be utilized and the applicable standards of the American National Standards Institute (ANSI), including ASME B30.5-2011, as amended, shall be followed.
 - iii. Assume all responsibility for the method of rigging and ensure all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 under Contracting Party's direct supervision and control.
 - iv. Operate the crane in a careful, safe and proper manner, in compliance with all laws, ordinances, and regulations relating to the possession, use, or maintenance of a crane, including registration and/or licensing requirements, if any.
- e. Contracting Party shall return the Barge Ramp to the location it was at the beginning of its use or as otherwise directed by a Port representative in advance of its use.
- f. Contracting Party shall inform the Port of any damage, loss, theft or destruction of the Barge Ramp, or of any personal injury arising out of the use of the Barge Ramp, including copies of any reports of industrial injuries.
- g. Contracting Party shall not remove the Barge Ramp from the C-Street Terminal.
- h. Contracting Party shall make no alterations to the Barge Ramp, unless agreed to in writing by the Port; alterations shall be the property of the Port and subject to the terms of this Agreement.
- i. Any modification, misuse, or unsafe operation of the Barge Ramp may result in the Barge Ramp operator being prohibited from using the barge ramp in the future.

4. Damage Caused to or by use of the Barge Ramp: Contracting Party shall be solely responsible for any damage caused to the Barge Ramp or by any use of the Barge Ramp. Without limiting the foregoing, it shall be the sole responsibility of the Contracting Party to inspect the Barge Ramp and to ensure that adequate precautions are taken and adequate arrangements made to prevent damage to the Barge Ramp, or damage to other Port property, other vessels or other property, in any weather event, as it relates to the use of the Barge Ramp.

Contracting Party agrees to keep the Barge Ramp in neat, clean, and as useable of condition that existed at the time use first began while being used by Contracting Party pursuant to Agreement. If any activity conducted by Contracting Party or a party acting under or through Contracting Party renders the Barge Ramp unusable or unsafe, or otherwise damages the condition of the Barge Ramp the Contracting Party shall make all repairs necessary to return the Barge Ramp to as reasonably good of condition as existed on the commencement of this Agreement. Any repairs necessary shall be done in coordination and at the direction of Port personnel.

5. Insurance: Contracting Party represents that it has and will at all times relevant hereto maintain appropriate insurance in an amount of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for any injuries or property damages (including damage to Port property) that may arise while Contracting Party, its agents, employees, licensees or invitees are utilizing the Barge Ramp.
6. Defense, Indemnification and Hold Harmless: The Contracting Party agrees that it will defend (with legal counsel acceptable to Port), indemnify and hold harmless the Port, its officers, employees and agents from any and all (i) demands, (ii) claims, (iii) judgments, (iv) liability (v) loss, (vi) damage, (vii) personal injury or death, (viii) property damage, (vix) environmental damage, or (x) fines or penalties (collectively the "Loss"), occasioned by any act or omission of the Contracting Party, its agents, or any person or entity holding under the Contracting Party, or any person or entity using the Barge Ramp without regard to who the injured part may be. The indemnification provided herein shall not apply to any Loss that is determined by a court of competent jurisdiction to be occasioned solely by the acts or omissions of the Port, its commissioners, employees or agents. If that a court of competent jurisdiction determines that the Loss was caused by the concurrent negligence of the Port, its commissioners, employees and agents the indemnification provision herein shall be reduced by the proportionate share of the Port's fault.
7. Waiver of Industrial Insurance Immunity. The Contracting Party hereby waives immunity under the Washington Industrial Insurance Act and by the initials below acknowledges that waiver.

Initials:

8. Laws and Regulations: Contracting Party agrees to conform to and abide by all applicable rules, codes, laws, regulations and Port policies in connection with its use of the Barge Ramp and not to permit said Barge Ramp to be used in violation of any applicable rule, code, law, regulation, Port policy, or other authority. Contracting Party shall defend (with legal counsel acceptable to Port), indemnify and hold harmless the Port from any fine, penalty or damage which may be imposed by any lawful authority, which may arise as a result of the Contracting Party's failure to comply with the obligations of this article.
9. Equal Opportunity: Contracting Party agrees that in the use of the Barge Ramp, it will be an equal opportunity employer in accordance with Title VII of the Civil Rights Act of 1964, 42 USC §2000 et seq. and shall comply with all requirements of the ADA.
10. Litigation: In the event Port shall be made a party to any litigation commenced by or against Contracting Party (other than actions commenced by Contracting Party or Port concerning the interpretation or enforcement of any of the terms and conditions of this Agreement), then Contracting Party agrees to pay all costs, expert witness fees, and attorneys' fees, including all customary charges incurred by Port in connection with such litigation. However, if Port is made a party defendant and Contracting Party undertakes the defense of the action on behalf of Port, then no obligation for costs and attorneys' fees will be chargeable against Contracting Party by Port for costs arising out of such undertaking.
11. Attorney's Fees and Costs. If it shall be necessary for either Port or Contracting Party to employ an attorney to enforce their rights pursuant to this Barge Ramp Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.
12. Governing Law: This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Whatcom County, Washington.
13. Entire Agreement: This Berth Agreement is the entire agreement between the Contracting Party and the Port.

14. Authorized Signature and Financial Obligation. The undersigned represents and warrants that he/she is authorized to act on behalf of the Contracting Party and that the Contracting Party accepts responsibility, on its own behalf, for payment of the Port charges listed herein.

Contracting Party Name:	(Authorized Signature) Printed name: _____	Date
Port of Bellingham	(Authorized Signature)	Date

Exhibit A

Description and Specifications of Barge Ramp

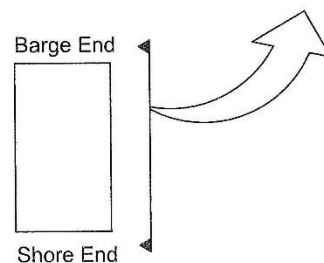
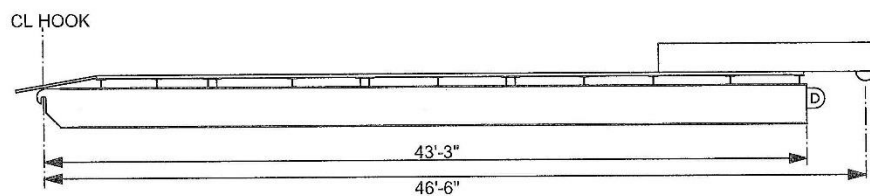
OPERATIONS AND USE: Contracting Party is responsible for care and use of the Barge Ramp in accordance with the terms of conditions of the Barge Ramp Agreement, including but not limited to Section 3.

CAPACITY: 31.0 Kips per axle for a three-axel vehicle with axles spaced a minimum of 48 inches apart with a total load no greater than 93 kips. 31.0 kips per axle for a double axel vehicle with axels min. 48 inches apart with total load less than 62 kips.

RAMP WEIGHT: Approximately 68,000 pounds

DRIVING LANE WIDTH: 15'-0"

RAMP LENGTH:



RECORD DRAWINGS: Record Drawings for the ramp are available upon request.