

**PORT OF SAN DIEGO
"BERTH RESERVATION REQUEST"**

VESSEL: _____ CLASS: _____
 FLAG: _____ LOA: _____ BEAM: _____ SPEED: _____
 GROSS TONNAGE: _____ NET TONNAGE: _____ CALL SIGN: _____
 VOYAGE NO.: _____ ETA: _____ ETD: _____
 LAST PORT: _____ NEXT PORT: _____ DISCHARGE PORT: _____
 VESSEL OWNER/LINE: _____
 VESSEL CHARTER: _____
 TO LOAD: _____ TO DISCHARGE: _____
 (Commodity Type & Amount/# of Containers)
 TERMS OF AFFREIGHTMENT: _____ TERMS OF AFFREIGHTMENT: _____

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.

BERTH DESIRED: _____ WILL BALLAST WATER BE DISCHARGED? YES NO

CATEGORY OF PORT CHARGES	PARTY RESPONSIBLE FOR PAYMENT	ESTIMATED DOLLAR AMOUNT	FOR PORT USE ONLY
1. DOCKAGE	_____	_____	_____
2. WATER/HOSES/CONNECTIONS	_____	_____	_____
3. WHARFAGE ON BUNKERS	_____	_____	_____
4. WHARFAGE ON CARGO	_____	_____	_____
5. STORAGE/DEMURRAGE	_____	_____	_____
6. OTHER	_____	_____	_____
TOTAL ESTIMATED CHARGES:		\$ _____	

CONDITIONS OF BERTH RESERVATION REQUEST

In accordance with federal Maritime Commission Docket 83-84, Alaska Maritime Agencies, Inc., et.al., v. Port of Anacortes, et.al., and Tariff Item 0535 in the Port of San Diego Tariff No. 1-G, any 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:

- A. 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% 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 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 the 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 a part of the berth reservation process, provide to the extent of his knowledge all information called for in 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 thereof. 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 failure to so report accurately.

PAGES 1 AND 2 MUST BE COMPLETED

Vessel: _____ ETA: _____

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- 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, the berthing agent shall immediately notify the Port and, if requested by the Port, promptly file an amended 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 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 and conditions for berth reservation and establishment of financial responsibility as 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.

Pursuant to the instructions set forth above hereof, 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 above.

DATE: _____, 20 _____

(Berthing Agent)

By: _____
(as Agent Only)

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with this Berth Reservation Request dated _____, 20_____, the undersigned hereby accepts responsibility, on its own behalf, for payment of port charges listed under the line items as designated below which corresponds with those designated in the above Berth Reservation Request, in a maximum amount not to exceed 125% of the aggregate 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.

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

(Name of Company) By: _____
(Authorized Signature)

BILLING ADDRESS: _____

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

(Name of Company) By: _____
(Authorized Signature)

BILLING ADDRESS: _____

NOTE: Pursuant to Port of San Diego, Tariff No. I-G, Item 0535, 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 credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel's berthing.

DAMAGE TO WHARVES OR STRUCTURES (Tariff No. 1-G, Item 0350)

- A. No person shall willfully, maliciously or carelessly destroy, damage, disturb or deface any property in the Port of San Diego.
- B. Every person, vessel and company responsible for any damage to any Port property of any kind of character shall be held liable for and charged with the cost and expense of the replacement or repair of the property so damages or destroyed.
- C. In the event any damage is done to any wharf, wharf premise, facility or other property, the person or persons causing, responsible for, or in any way connected with such damage, and the person or persons to whom the wharf, wharf premise, facility or other property may be assigned, or by whom it is being used, and the master, owner, operator, or agent of any vessel, vehicle or other instrumentality involved in such damage, shall promptly give a full report on a Port originated form to the Executive Director, giving the date and hour the damage occurred, the names and address or, if known, a description of witnesses and other persons, vessels or instrumentalities involved in the damage, as well as other pertinent facts and information that may be available. No person shall refuse, neglect or fail to make or give any such report in the form and manner aforesaid, and in addition to the general penalties prescribed herein, any such person who so refuses, neglects or fails, may be refused the use of wharf or other facility until the Port has been fully reimbursed for any such damage.
- D. Persons, vessels or companies responsible for damage to Port property may, at the concurrence of the Executive Director, perform necessary repairs or replacement of damaged property to the satisfaction of the Executive Director. Persons, vessels or companies not desiring or denied this option will be held responsible for all expenses of property repair or replacement.

REQUEST RECEIVED: _____ BY: _____, _____ BERTH ASSIGNED: _____
(Date) (Name) (Title)