

# Pascagoula Bar Pilots Association LLC

3309 Frederic Street - Post Office Box 2156 - Pascagoula, MS 39569  
Telephone (228) 762-1151 Fax (228) 762-0660

Captain Michael C. Torjusen  
Captain Ronald T. Robertson  
Captain Robert T. Baker

Captain Joseph P. Mosso  
Captain Fredrick A. Lundy  
Captain Walter W. Gautier  
Captain Darryl E. Langley

July 15, 2009

Dear Sir,

Enclosed is a copy of the Pascagoula Bar Pilots' Tariff. Its terms and conditions are now in effect. We are undertaking to send a copy of this tariff to all parties who we anticipate will be requesting pilotage services.

In addition to providing general information regarding services provided by the Pascagoula Bar Pilots, this tariff incorporates the terms and provisions regarding limitation on pilot liability contained in Port of Pascagoula Tariff, Rule 420 - entitled, Pilot Liability. This tariff and letter is in response to a recent court decision which held that the Port Tariff Pilot Liability provisions need to be set out in a separate contract.

In addition to the tariff, we will continue to utilize a separate written agreement for unusual vessels such as drill rigs since their longer lead time allows such contracts to be executed prior to their arrival. That process would be difficult to utilize with the usual or customary vessels which request pilotage. Instead, we are incorporating by reference the provisions of the Pilot tariff in our vessel ticket form to be signed by the ship's master.

All Pilotage services provided pursuant to your request will be with the understanding that you as vessel owner, operator or agent for the vessel, its owner or operator, acknowledge and agree that pilotage provided in response to your request will be subject to the terms of the Pascagoula Bar Pilots Association Tariff and pilot liability will be limited as described therein.

The Port of Pascagoula Tariff provides the following which is incorporated in the Pascagoula Bar Pilots Tariff:

## **420 PILOT LIABILITY**

Pilots licensed by the Port Authority are authorized to limit their liability by special contracts or tariffs containing substantially the terms and provisions of the following form:

The rates and charges named in this Tariff do not include marine insurance insuring the vessel, its owners, agents or operators from the consequences of negligence or errors in judgment of the particular pilot supplying the services.

The election of the vessel, its master, owners, agents or operators to have the pilot's parties hereto perform services on the rates and charges specified herein shall constitute a binding and irrevocable agreement, on the part of the vessel, its master, owners, agents or operators to the terms and conditions of the following:

It is understood and agreed, and is the essence of the contract, under which services of the pilot are tendered to and accepted by the vessel, its master and owners, that:

1. The services rendered hereunder are rendered by a pilot duly and regularly licensed by the Jackson County Port Authority pursuant to Rule 405 of this tariff.
2. Such services are advisory in nature only, the master of the vessel remaining at all times in full command of the vessel.
3. The services of the pilot are accepted on the express understanding that when he goes aboard the vessel he becomes the servant of the vessel and its owners and operators, and the master, owners and operators of the vessel expressly covenant and agree not to assert any personal liability against the pilot to respond in damages (including any rights over) arising out of or connected with, directly or indirectly, any damage, loss or expense sustained by the vessel, its master, owners, operators, and crew, and any third parties, even through resulting from acts or omissions of the pilot in respect to the handling of the vessel; and provided, further, that to the extent only to which liability is legally imposed against the vessel, taking into consideration any limitation thereof to which the vessel or its owners is entitled by reason of contract, bills of lading or any statement or rule of law in force, the said master, owners and operators further covenant and agree to indemnify and hold harmless the pilot in respect to any liability arising out of suits or actions directly against the pilot by third parties by reason of errors or omissions of the pilot in the performance of pilotage services; exception, however, such personal liability and rights over as may arise by reason of the willful misconduct or gross negligence of the pilot; and
4. The fees charged for the services rendered by the pilot under this agreement have been computed and are assessed in accordance with and based upon the above stipulations.

Thank you for your assistance in our implementation of this tariff.

Please confirm your acceptance of this tariff by signing and returning the enclosed confirmation form.

Yours Very Truly

Pascagoula Bar Pilots Association, LLC.

  
\_\_\_\_\_  
Ronald Robertson, President

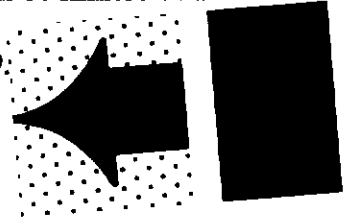
To Pascagoula Bar Pilots Association, LLC.

**Regarding Pascagoula Bar Pilots Association Tariff and Pilot Liability**

I acknowledge receipt of the Pascagoula Bar Pilots Association Tariff, effective date June 18, 2009.

I also acknowledge and agree that all pilotage services provided by Pascagoula Bar Pilots in response to my request to them for pilotage will be in accordance with controlled by the terms and conditions of the Pascagoula Bar Pilots Association Tariff and, pilot liability by reason of his errors or omissions in the performance of pilotage services will be limited as set out in that tariff.

Signed, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.



\_\_\_\_\_

he becomes the servant of the vessel and its owners and operators, and the master, owners and operators of the vessel expressly covenant and agree not to assert any personal liability against the pilot