



Agency Appointment Acceptance Terms

Standing provisions for agency acceptance and accounting matters are set forth below. The Principals acknowledge that the information set forth is customary and in line with ASBA's Terms and Conditions of Vessel Agency. Unless otherwise advised within 48 business hours of receipt, these appointment acceptance provisions are deemed to be received, understood and accepted.

I. PRINCIPAL CONTACT DETAILS:

- a. Official company name as our PRINCIPAL
- b. Physical Street Address (for couriering)
- c. General Office Phone, fax, email and website(if available)
- d. Primary Contact for all accounting matters
- e. Banking Details
- f. Name of company which will show on wire remittance

II. FULL FUNDING REQUIRED – 100% of requested funds set forth in our pro-forma previously received, including that portion reserved for owner's matters and all agency charges, are to be received by our bankers 3 days prior to vessel's arrival. Agent must be placed in funds for all unexpected expenses prior to vessel's departure.

III. FEES

- a. **Agency Fee** – Does not include allowances for O/T, postage and petties, bond, communications and auto hire unless expressly agreed to by the parties. Does include ___ berth(s) at load/discharge places and 3 days in port. Additional berths (including bunkering if a separate operation) \$_____ per berth. Additional days after third at \$_____ per day to be billed on Agency Letterhead IN ADDITION to Agency fee.
- b. **Docking Pilots** - Docking/Undocking Pilotage calculated based on Pilotage units.
(Insert local requirements)
- c. **Light Dues** – Includes Tonnage Tax, Customs user fees + APHIS fees + Overtime charges.
- d. **Pilotage** - Per Pilot Tariff **(Insert local Pilot Association)**
- e. **Mooring/unmooring** – Estimate of line handling charges based on the terminal and service provider.
- f. **Launch Hire** - Estimated charges towards Launch Hire.
- g. **Port Costs** – Principal to confirm any special arrangements, in particular, tugs.
- h. **Owner's Expenses** – You will be financially responsible for any related expenses which our agency incurs – including owner's requirements.
- i. **Owner's Items rendered separately to a Third Party** – will incur our tariff charge \$ _____ for a separate DA to the third party or \$ _____ if required to populate data or a selection of data of the voyage via a third-party system.
- j. **When Owner's Expenses are not Guaranteed** – To insure the prompt and timely performance of owner's requirements; the responsible party must provide full style as per I. to the agent with detailed instructions regarding requirements, authorization for the agent to act on their behalf, advance pro-forma funding including separate agency charge and rendering instructions.
- k. **Cash To Master (CTM)** – Full style of provider of CTM, as per I., must be provided as well as desired denomination breakdown. Additional fees apply and are based on type of service provided.
- l. **Wire and Mailing Fees** – Bank transfer fees for advances or settlements as well as all special mailing fees are the responsibility of the principal. The account will not be considered settled if these fees are deducted from the final account.

IV. CORRESPONDENCE – Concerned parties must include the vessel's name and agent's reference number on the subject line of all correspondence to include wire remittances, emails, couriers and spares.

V. FINAL DISBURSEMENT ACCOUNT (D/A)

- a. Final D/A will be emailed or couriered as instructed to be shown on our D/A.
- b. Principal must acknowledge receipt of final D/A.
- c. Any outstanding balances are due upon your receipt of the final D/A.
- d. Outstanding balances over 30 days from date of the D/A will be subject to a late fee of ___% per month on unpaid balance. (\$ ___ Minimum Charge).
- e. Remittances of credit amounts will be forwarded following agreement of the D/A balance.
- f. Agent will not be held responsible for any time bar items resulting from late billing to agent.

VI. FINANCIAL RECOURSE PROVISION – It is understood by and between the **(Principal)** and the agent that in the event the Owner does not pay the agent for any or all of their services, supplies and materials provided, the agent has expressly relied on the credit of the Principal’s vessel and shall have a valid and enforceable Maritime Lien against the vessel for all unpaid sums.

VII. INTELLECTUAL PROPERTY - The information provided by the agent including their Pro-forma DA and Final DA is considered privileged between the agent and his contracted principal and is the intellectual property of the agent. This information cannot be used for any purpose other than settlement of a particular voyage disbursement account without the agent’s permission.

VIII. AGENT BANKING and CONTACT DETAILS

IX. DIRECT ALL CONCERNS (Principal) – Name _____

Telephone _____ **Email** _____

The agent’s pro-forma disbursement account is intended to be an estimate of the actual disbursement account and is for guidance purposes only. The agent does take every care to ensure that the figures and information contained in the pro-forma disbursement account are as accurate as possible, the actual disbursement account may, and often does, for various reasons beyond our control, vary from the pro-forma disbursement account. You are required and liable to pay upon demand, the full amount described and shown in the actual disbursement account. This duty exists regardless of any difference between the figures in this pro-forma disbursement account and the actual disbursement account. For the avoidance of doubt, a pro-forma disbursement account is not a contractual document.

Principal shall defend, indemnify and hold harmless (Agent) from and against all expenses, claims and lawsuits of whatsoever nature (including, without limitation, for breach of contract, nonpayment, injury, death, or property damage), alleged to arise out of or relate to operations or conditions connected with the vessel, crew, owners, operators, independent contractors, charterers or cargo. In the event charges/penalties are assessed against bonds provided on behalf of the vessel/cargo by Agent or its sub-contractor, Principal shall promptly arrange U.S. collateral security to cover bonding exposure. Principal shall pay all costs incurred by (Agent) in collection of its fees, costs and enforcement of its indemnity rights including reasonable attorney’s fees, and shall pay interest on all unpaid amounts outstanding 30 days after accounts are rendered at 10 percent, compounded annually. In the event of an oil spill or other incident requiring notice to governmental authorities under applicable law, Agent is authorized by Principal and the vessel to make such required notification.

Signed _____ **Date** _____

Company _____ **Title** _____