



Chief Wharfinger
Port of San Francisco
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San Francisco, CA 94111

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PORT OF SAN FRANCISCO APPLICATION FOR BERTH ASSIGNMENT

Name of Vessel: _____
Dimension: Length _____ Depth _____ Nationality: _____ IMO# _____

Dates Vessel Will Berth: FROM: _____ TO: _____

CONDITIONS OF BERTH ASSIGNMENT: By signing below, _____
("Applicant"), agrees to comply with all of the terms and conditions of this Application.

1. Compliance with Laws/Tariff. Applicant shall comply with the terms and provisions of this Agreement and with all applicable federal, state and local laws and regulations in its use of the berth assigned hereunder (the "Berth"), including, without limitation, the rules and regulations of the Port Commission and the Port's Tariff #5, as amended or replaced from time to time, except as provided herein. Applicant acknowledges receipt of a copy of the Tariff and the current schedule of assignment rates.

2. Indemnity. Applicant will indemnify and hold the Port and City of San Francisco, and their agents, officers, directors, contractors and employees (collectively, "Agents"), and (tenant, Facility operator) harmless from, and, if requested, shall defend them against any and all claims, direct or vicarious liability, damage, injury or loss arising directly or indirectly out of: (a) any injury to or death of any person, including employees of applicant, or damage to or destruction of any property occurring in, on or about the facility, or any part thereof, from any cause whatsoever, or (b) the use, occupancy or condition of the Facility or the activities therein by applicant, its Agents, or clients, customers, invitees, guests, members, licensees, assignees and subtenants' (collectively, "Invitees") activities therein. This indemnity will be enforceable regardless of the negligence of the Port or City, and regardless of whether liability without fault is imposed or sought to be imposed on the Port or City. This indemnity will be enforceable except to the extent that such indemnity is void otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of arrival of the vessel. This indemnity includes all such loss, damage, injury, liability or claims as described above, loss predicated in whole or in part, upon active or passive negligence of Port, City or their Agents. This indemnity will exclude claims, liability, damage or loss resulting solely and exclusively from the willful misconduct of Port or City which is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on applicant, its Agents or invitees.

Applicant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Port and City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent. This obligation to defend shall arise at the time such claim is tendered to Applicant by the Port and/or City and shall continue at all times thereafter.

The foregoing indemnity obligation shall include without limitation, indemnification from all loss and liability, including attorney's fees, court costs and all other litigation expenses. This indemnification shall begin from the first notice that any claim or demand is or may be made. The provisions of this section shall survive the departure of the vessel(s) with respect to any damage, destruction, injury or death occurring prior to such departure.

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The foregoing indemnity obligation shall include without limitation, indemnification from all loss and liability, including attorney's fees, court costs and all other litigation expenses. This indemnification shall begin from the first notice that any claim or demand is or may be made. The provisions of this Indemnity Section shall supercede any contrary rules, regulations or provisions of the Tariff, and shall survive the departure of the vessel(s) with respect to any damage, destruction, loss, injury or death occurring prior to such departure and within the scope of the foregoing indemnification provision.

3. Damage to Port Property. Applicant shall pay, on demand of Port, for all damage done to Port's property or facilities by Applicant or Applicant's Agents or Invitees.

4. Prohibition on Discharges.

- a. Applicant's vessels are prohibited from releasing into San Francisco Bay incidental or intentional ballast water unless authorized under governing state or federal law.
- b. Applicant's vessels are prohibited from releasing into San Francisco Bay incidental or intentional discharges of sewage, gray water, hazardous waste, solid waste, fuel, or oil-related substances. This prohibition applies until such time as new California State and/or federal legislation specifically authorizes any such discharge. Discharges from Type II Marine Sanitation Devices are prohibited in the Bay.
- c. Noncompliance with any provision of Section 4 of this Application more than three times in any 24-month period will result in the vessel being restricted or prohibited from future berthing rights at the Port of San Francisco.

5. Taxes and Assessments. Applicant shall pay the proper authority any and all taxes, assessments and similar charges on the Berth in effect at the time this Application is executed, or which become effective thereafter, including all taxes levied or assessed upon the possession, use or occupancy, as distinguished from the ownership to the of the Berth. Applicant, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Application may create a possessory interest subject to property taxation and that Applicant may be subject to the payment of such taxes.

6. Payment of Fees. Applicant guarantees the payment of all charges and fees associated with the berthing of the above-mentioned vessels in accordance with the Tariff and outlined herein:

- 1) Dockage _____ per 24hr period.
- 2) Area: Pier _____ berth located on: _____ linear feet of exterior dock space
No interior shed space is included in this agreement.
- 3) Water service for the account of: _____
- 4) Phone service for the account of: _____
- 5) Electrical service for the account of: _____
- 6) Trash and Debris removal for the account of: _____.
- 7) No cargo or passenger loading or discharge will take place.

7. Authority. The undersigned represents and warrants that he or she has the requisite power and authority to execute and deliver this Berthing Agreement and to bind Applicant to carry out and perform all of the terms and covenants of this Berthing Agreement.

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Applicant Name: _____ Phone: _____

Address: _____ Fax: _____

City, State, Zip: _____ Email: _____

Country (if outside US): _____ Web: _____

Submitted and Agreed by:

Signature of Applicant: _____ Name: _____

Title: _____ Date: _____

(To Be Completed by Chief Wharfinger)

Application Received: _____ Assignment Made Effective: _____

Pier Assigned: _____

Chief Wharfinger (signed): _____
Port of San Francisco