

REQUEST FOR EMPLOYMENT OF TUGS

Harbour Master's Office; Port of Duqm

To

The Harbour Master,
Port of Duqm SAOC.

From

The Master,
MS/S.....

Date: / / 20.

Dear Sir,

Sub: REQUEST FOR EMPLOYMENT OF TUGS

On behalf of my Owners and/or demise Charterer of my Vessel (the "Owners") I hereby authorize Port of Duqm SAOC (the "Port Authority") to supply such tug or tugs as it considers necessary for the moving of my Vessel whilst entering or within or leaving the Port on the terms and conditions set out below.

.....

Master

.....

Ship's Stamp

Accepted for and on behalf of the Port Authority, Port of Duqm:

.....

Signature

Title

Date

CONDITIONS FOR TUG SERVICES

It is hereby agreed as follows: -

1. Tugs, Marine Craft and Mooring: Upon the employment by the Vessel of a tug or tugs, pilot cutter, mooring boat, mooring crew (together, "Marine Craft") the Master and crew of such Marine Craft who may be employed and or paid by Port of Duqm Company SAOC shall nevertheless be deemed

to be the servants of the Vessel and its Owners for the period of employment by the Vessel. The Port of Duqm Company SAOC shall not be liable for any damage of any description done by or to any of the Marine Craft and or it's Master and crew; or done by or to the Vessel; or for any personal injury or loss of life arising from any cause whatsoever associated with the employment of the Marine Craft. The Owners shall pay for and/or compensate for all losses, injury, loss of life and shall also indemnify the Port of Duqm Company SAOC against any claim whatsoever by third parties associated with the employment of the Marine Craft.

For the purpose of this clause, "employment" shall be deemed to cover the period commencing on the earliest of:

- a) when the Marine Craft is in a position to receive orders direct from the Vessel; or
- b) the Vessel picks up ropes or lines; or
- c) when the tow rope has been passed to or by the Marine Craft.

and ending on the latest of:

- a) when the final orders from the Vessel are received and have been carried out; or
- b) the Vessel has cast off ropes or lines; or
- c) the tow rope has been finally slipped and the Marine Craft is safely clear of the Vessel.

Towage or transport includes any operation in connection with holding, pushing, moving, escorting, or guiding the Vessel.

2. Vessel and third party property: Neither the Port of Duqm Company SAOC acting in its capacity as the Port Authority ("Port Authority") nor any of its employees, directors, officers, contractors, agents, servants or any other Person acting with the authorisation of the Port Authority (together, the "Port Authority Personnel") shall be liable for any loss, damage or delay to the Vessel indicated below ("Vessel") and/or to any third party property howsoever caused even if such loss, damage or delay is caused, or contributed to, by the negligence of the Port Authority and/or the Port Authority Personnel and the Owners shall hold harmless and indemnify the Port Authority and the Port Authority Personnel from and against all claims for any such loss, damage or delay arising from or in any way connected with the call at Port by the Vessel.

3. Port of Duqm property: The Owners shall hold harmless and indemnify the Port Authority and the Port Authority Personnel from and against all claims for any loss, damage or delay any property belonging to the Port of Duqm Company SAOC howsoever caused even if caused, or contributed to, by the negligence of the Port Authority and/or the Port Authority Personnel arising from or in any way connected with the call at Port by the Vessel.
4. Personal Injury: The Owners shall hold harmless and indemnify the Port Authority and the Port Authority Personnel from and against all claims related to the death, injury or disease to any Person howsoever caused even if caused, or contributed to, by the negligence of the Port Authority and/or the Port Authority Personnel arising from or in any way connected with the call at Port of Duqm by the Vessel.
5. Arrest: If the Vessel should be arrested or detained, or if the arrest or detention thereof should be threatened within the Port Limits the Owners shall hold harmless and indemnify the Port Authority and the Port Authority Personnel and PDC in its capacity as the Port Authority from and against all claims for any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.
6. This Agreement shall be construed and take effect in accordance with the Laws of the Sultanate of Oman.
7. Any dispute arising from this Agreement shall be resolved in accordance with section 2.1.4 of the Port Rules and Regulations.