

## **BARGE SERVICE AGREEMENT**

This AGREEMENT (the "Agreement") dated as of the date set forth below is between the individual or organization shown on Page 2 ("Customer"), and CHEBEAGUE TRANSPORTATION COMPANY ("CTC").

### **RECITALS**

Customer wishes to transport cargo, goods, supplies, equipment and/or vehicles (collectively "freight") through CTC's transportation network. CTC is willing to accept and arrange for the waterborne transportation of Customer's freight using its vessels and barges on the terms and conditions in this Agreement.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and CTC agree as follows:

1. This Agreement applies to the transportation of freight tendered by Customer for waterborne transportation using CTC's transportation network. Customer acknowledges that the transportation of freight provided by CTC is subject to CTC's "freight policies" located at **[www.chebeaguetrans.com/Freight-Policies.html](http://www.chebeaguetrans.com/Freight-Policies.html)** the terms of which are incorporated by reference.

2. Liability. For all matters relating to loss or damage to freight carried under this agreement, CTC shall be entitled to the like privilege and rights and immunities and shall be subject to the same responsibilities and liabilities as they would be entitled or subject to if this Agreement were a contract or contracts to which the Carriage of Goods by Sea Act of the United States approved April 16, 1936 (the "Act") applied and as if CTC was a carrier and this Agreement was a contract of carriage as defined in Section 1 of said Act.

3. Force Majeure. In the event any performance under this Agreement shall be prevented or delayed by reason of war, rebellion, civil commotions, insurrections, political disturbances, epidemics, quarantine, riots, strikes, lock-outs, stoppage of miners, workmen, lightermen, tugboatmen, or other hands essential to the production, working, carriage, delivery, shipment or discharge of the freight, whether partial or general, or accidents, earthquakes, landslides, floods, frost, snow or ice, bad weather, intervention of sanitary, customs and/or other constituted authorities, partial or total stoppage of waterways or roads, or without limiting the foregoing, any other cause not within the control of the party in default or which by the exercise of reasonable diligence it is unable to prevent, whether of the class or causes herein before enumerated or not, no liability for damage or delay shall arise against said party on account of failure or delay due to such cause or causes.

4. CTC's vessels shall have the liberty to call at any port or ports, in any order, for any purpose, to sail without pilots, to tow or be towed and/or assist vessels in all situations, also to deviate for the purpose of saving or attempting to save life and/or property.

5. CTC shall have an absolute lien on the freight for the recovery of all fees and costs.

6. In consideration of CTC's fees and permission to transport freight through its transportation network, Customer hereby releases, indemnifies, and holds harmless CTC and its

respective affiliates, employees, agents, representatives, and subcontractors from and against all liability, loss, damage, penalty, fee, expense, suits and claims, including but not limited to attorney's fees, judgments or settlements, defense and investigation costs and the costs of enforcing this indemnity (collectively, "Losses"), arising out of injury or death of persons, property damage (including freight loss and damage), environmental contamination or violation of law associated with the transportation of freight or the performance of services hereunder, from whatsoever cause, including, but not limited to those claims, suits, or causes of action brought by Customer, from whatsoever cause, including but not limited to damage or loss caused solely by an accident or theft of goods while in the possession of CTC. The foregoing release and indemnification shall not apply to CTC when occasioned by the sole negligence of CTC or its employees, agents, representatives, and subcontractors (including damage or loss caused solely by an accident or theft of goods while in the possession of such CTC released persons). Customer agrees (1) upon request of CTC, to assume defense of any such claim, suit or cause of action and (2) to reimburse CTC immediately upon its request for any and all amounts that CTC incurs or owes to a third party.

7. Customer understands and agrees that CTC shall not be liable for any direct, indirect, special, consequential or punitive damages that result from delay or interruption of barging and transportation services. CTC does not guarantee transportation service on any schedule, whether published, projected, implied or otherwise.

8. Customer acknowledges that CTC makes no representations as to the suitability of the freight for transportation; Customer further acknowledges that there are significant differences in the forces exerted on freight in waterborne transportation that may require additional packing measures for the freight to be transported safely.

9. Customer agrees to abide by all of the terms and conditions set forth in this Agreement and all of CTC's freight policies located at [www.chebeaguetrans.com/Freight-Policies.html](http://www.chebeaguetrans.com/Freight-Policies.html). This Agreement shall be governed by the laws of Maine, without regard to its conflict or choice of law rules, and will remain in effect for as long as Customer tenders freight to CTC for transportation. Customer acknowledges that this Agreement shall be applicable and binding on all future freight transported by CTC within twelve months of the Agreement execution date as indicated below.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Agreement as of the date set forth below.

**Commercial Customers ONLY**

Customer Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Chebeague Transportation Company**

By:   
Name: **Carol Sabasteanski**  
Title: General Manager  
Date: \_\_\_\_\_