EMERGENCY RESPONSE TOWING VESSEL (ERTV)  
ENROLLMENT AGREEMENT

A. Background and Statement of Purpose

In order to legally enter Washington State waters, certain cargo, passenger, commercial fish processing and other commercial vessels of 300 or more gross tons and all tank vessels and tank barges (“Covered Vessels”) are required to file and maintain with the Washington State Department of Ecology an approved oil spill contingency plan for the containment and cleanup of oil spills. In 2009, the Washington State legislature passed a separate law (ESSB 5344) effective July 1, 2010 (the “Act”), which requires all Covered Vessels to provide an emergency response towing vessel (“ERTV”) stationed at Neah Bay, Washington, if a Covered Vessel transits the ERTV Transit Area. The Act defines the ERTV Transit Area to cover all Covered Vessel transits to or from a Washington port through the Strait of Juan de Fuca, except for transits extending no further west than Race Rocks light. Contingency plans for a Covered Vessel operating in the Strait of Juan de Fuca must provide for ERTV coverage.

The Act requires the ERTV to be stationed at Neah Bay and made available to be hired by vessels experiencing a vessel emergency while in the Strait of Juan de Fuca and off the western coast of Washington State from Cape Flattery light in Clallam County, Washington south to Cape Disappointment light in Pacific County, Washington. The Act defines a vessel emergency to mean a substantial threat of pollution originating from a Covered Vessel, including loss or serious degradation of propulsion, steering, means of navigation, primary electrical generating capability, and seakeeping capability. The ERTV is on station at Neah Bay under charter; however, it must be hired under separate contract by the vessel’s owner, operator or duly authorized agent or representative or by government agencies in order to perform emergency vessel assist services.

The ERTV is chartered by the Washington State Maritime Cooperative for stationing at Neah Bay pursuant to a long-term charter agreement. Funding for the charter, maintenance and administrative costs of the ERTV is provided by assessments paid by Covered Vessels that are required to reference the ERTV in their oil spill contingency plans. The ERTV is available to any Covered Vessel owner or operator to reference in its Washington State oil spill response contingency plan and for hire by such Covered Vessels for a vessel emergency response, provided the Covered Vessel’s owner or operator enrolls for ERTV coverage and agrees to abide by the terms and conditions of this Enrollment Agreement, including payment of the ERTV assessment determined and allocated by the ERTV Compliance Group. A schedule of assessments is available from the Marine Exchange of Puget Sound.

The ERTV may also be hired by or for other than Covered Vessels, not subject to the Act or oil spill response contingency plan requirements, under the same vessel emergency circumstances.

B. ERTV Enrollment

1. By completing and submitting this Enrollment Agreement, the owner/operator of a Covered Vessel:
   a. Agrees to provide the information for the owner/operator’s Covered Vessel set forth in the Enrollment Agreement’s Schedule of Vessel Information, which is made a part of this Enrollment Agreement;
b. Is entitled to reference compliance with the ERTV requirements in the Covered Vessel’s approved Washington State oil spill response contingency plan, whether such contingency plan is an individual plan, a fleet plan or a blanket plan, such as the contingency plan of the Washington State Maritime Cooperative; and

c. Agrees to pay the ERTV assessment within thirty (30) days of the invoice date for each voyage of the Covered Vessel.

2. Failure to timely pay the ERTV assessment may result in enforcement action by the State of Washington. The Covered Vessel will be considered in violation of the ERTV requirements of the Act for any transit for which assessment payment has not been made, unless the Covered Vessel owner or operator has arranged for a separate emergency response towing vessel to provide compliant coverage. Future transits of such Covered Vessel and any other vessels owned/operated by the same owner will not be considered covered by the chartered ERTV until all outstanding assessments are paid.

C. Other Terms

1. A separate Enrollment Agreement must be submitted for each Covered Vessel, provided that if the owner or operator of the Covered Vessel identified in the attached Schedule of Vessel Information, owns or operates more than one vessel, the owner or operator needs to execute only one Enrollment Agreement, but shall provide and complete a separate Schedule of Vessel Information for each vessel owned or operated by such owner or operator. Only one Enrollment Agreement needs to be submitted for each Covered Vessel, unless there are changes to the information contained on the Schedule of Vessel Information, in which case the owner/operator shall provide an updated Schedule to the ERTV Compliance Group.

2. In the event the ERTV is needed by a Covered Vessel during a vessel emergency:
   a. The decision to contract the ERTV shall be made by the Covered Vessel’s owner/operator, its authorized agent or representative, or by the United States Coast Guard (“USCG”) or Washington State Department of Ecology (“DOE”);
   b. The Covered Vessel’s owner/operator, its authorized agent or representative, the USCG or DOE requesting or directing use of the ERTV, shall contract directly with the ERTV for whatever services are required from the ERTV (the “Emergency Contract”);
   c. The ERTV Compliance Group, the Marine Exchange of Puget Sound, and the Washington State Maritime Cooperative shall not be parties to the Emergency Contract of another party;
   d. The ERTV shall be off-hire from the Washington State Maritime Cooperative’s charter agreement from the time the ERTV is released from the charter (typically, when the ERTV leaves its station) for the benefit of the Covered Vessel (or other vessel, if not a Covered Vessel) until such time as the ERTV returns to its station at Neah Bay (the “Emergency Response Period”); and
   e. The Covered Vessel’s owner or operator, authorized agent or representative, USCG or DOE shall be solely responsible for all costs incurred by the ERTV during the Emergency Response Period and/or pursuant to the terms of the Emergency Contract.

3. In accordance with the requirements of the Act, in the event a Covered Vessel requests and hires, or otherwise receives the assistance of the ERTV, the Covered Vessel’s owner or operator is required to submit a written report to the Washington State Department of Ecology as soon as practicable regarding the use of the ERTV. The report must include photographic documentation (if
the situation allows for safely taking photographs or video) and shall provide a detailed description of
the incident necessitating a response and the actions taken to render assistance by the ERTV.

4. The ERTV Compliance Group has made arrangements with the Marine Exchange of
Puget Sound to act as its agent to invoice and collect the ERTV assessment and to make payments to
the owner of the chartered ERTV. Covered Vessel assessment payments made pursuant to this
Enrollment Agreement shall be made as specified in the invoices issued by the Marine Exchange of
Puget Sound.

5. This Enrollment Agreement shall become effective on the date indicated below, provided
that the ERTV assessment need not be paid until each actual transit is made by the owner/operator’s
Covered Vessel of the ERTV Transit Area, at which time(s) an ERTV assessment invoice shall be
issued. This Enrollment Agreement may be terminated at any time by the Covered Vessel owner or
operator giving written notice to the ERTV Compliance Group, provided that any outstanding and
unpaid ERTV assessments at the time of such notice shall remain fully due and payable. The ERTV
Compliance Group may terminate the Enrollment of a Covered Vessel due to the owner/operator’s
failure to timely pay the ERTV assessment, in which event the Marine Exchange, as agent for the
ERTV Compliance Group, shall report such termination to the Washington Department of Ecology,
advising that the subject vessel(s) and any other vessel(s) owned/operated by the same
owner/operator are no longer enrolled for the ERTV and may no longer identify and reference the
ERTV in its oil spill contingency plan.

6. The ERTV Compliance Group confirmed that the stakeholders representing the various
vessel categories with the assistance of a tug broker made their commercially reasonable best effort
to identify a responsible, experienced and qualified contractor to provide the ERTV at Neah Bay.
The ERTV Compliance Group, Washington State Maritime Cooperative and the Marine Exchange of
Puget Sound make no express or implied warranties concerning the ERTV, its crew (including
experience or competence), capabilities, operations, condition, maintenance or other functions.

7. This Agreement may be amended from time to time by the ERTV Compliance Group as
may be required to maintain compliance with applicable Washington State law or as otherwise
deemed necessary by the ERTV Compliance Group. Any such amendments shall be in writing and
communicated to all enrolled Covered Vessel owners or operators. Such notification shall be given
at least thirty (30) days in advance of the effective date of any amendments or modifications going
into effect, unless the law requires otherwise.

8. Covered Vessel owners or operators who have enrolled under this Enrollment Agreement
may refer to the ERTV in general reporting and oil spill contingency plan filing with governmental
agencies. The ERTV Compliance Group shall be entitled to provide information to any
governmental agency regarding the enrollment of any Covered Vessel with the ERTV Compliance
Group.

9. If any provision of this Enrollment Agreement or portion thereof should be declared
invalid for any reason, the invalid provision or portion shall be deemed omitted and the remaining
terms shall nevertheless be given effect.

10. Neither the ERTV Compliance Group nor any owner/operator or Covered Vessel or any
Covered Vessel’s authorized agent or representative may assign their respective rights or obligations
under this Enrollment Agreement without the prior written consent of the other party.

11. No governmental agency or other private party, including any other contractors or
subcontractors referenced herein, are intended to be third-party beneficiaries of any rights or
obligations under this Enrollment Agreement.
12. This Agreement shall be construed under the laws of the State of Washington without reference to its conflict of laws provisions. The parties agree that all matters involving interpretation or enforcement of this Agreement will be referred to the United States District Court for the Western District of Washington at Seattle, or, if and only if the United States District Court does not have jurisdiction over any such matter, to any other court of competent jurisdiction in Seattle, Washington.

13. This Enrollment Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. This Enrollment Agreement may be signed and transmitted by facsimile (or electronically in a form that allows the receiving party to print a copy of the signature), with the same effect as an original signature, provided such signing party shall provide a counterpart signed original of the executed document, if requested by the other party.

14. If this Enrollment Agreement is signed by an agent or authorized representative of the Covered Vessel’s owner or operator, such agent or authorized representative warrants his/her authority to sign this Enrollment Agreement and shall, upon request, provide a copy of his/her written authorization to act on behalf of the owner/operator to sign this Enrollment Agreement.

______________________________________
Ship Owner/Operator/Authorized Agent

By____________________________________
(Authorized Signature)

________________________________________
(Printed Name)

_______________________________________
Date

Attach Schedule of Vessel Information
## Schedule of Vessel Information

**Vessel's Name:** ______________________________________

**Flag (Port of Registry):** ________________________________

**Official or IMO Number:** ______________________________

**Gross Registered Tons (GRT):** __________________________

**Deadweight Tons (DWT):** ______________________________

*Vessel characteristics information will be validated using Lloyd's*

Will Vessel Call in Puget Sound Area via Strait of Juan de Fuca?  □ Yes  □ No (if not, ERTV enrollment and this Schedule of Vessel Information is not necessary)

**Vessel Type (check type):**

- Tank Ship (carrying oil of any kind as cargo)
- Tank Ship (not carrying oil as cargo)
- Tank Barge carrying oil as cargo
- Articulate Tug and Barge (carrying oil as cargo)
- Gas Carrier
- Passenger Vessel
- Container Ship
- Ro/Ro
- Car Carrier
- Bulk Carrier
- Break Bulk Cargo Carrier
- Towing Vessel
- Fishing Industry Vessel
- Other (describe): ________________________________

**Ship Owner/Operator Company Name:**

_________________________________________________

**Owner/Operator Mailing Address:**

_________________________________________________

_________________________________________________

**Owner/Operator Telephone No.:** ________________________

**Owner/Operator Facsimile No.:** _________________________

**Owner/Operator Email Address:**

_________________________________________________

**Authorized Agent Company (if other than Owner/Operator) Name:**

_________________________________________________

**Name of Person Authorized to Enter Agreement:**

_________________________________________________

**Authorized Agent Address:**

_________________________________________________

**Authorized Agent Telephone No.:** _______________________

**Authorized Agent Facsimile No.:** ________________________

**Authorized Agent Email Address:**

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**Cargo Oil (if applicable):**

**Vessel’s Cargo Oil Capacity:** ____________________ BBLs

Type of Oil Cargo Carried (check all that apply):

- Crude Oil
- Product (list oil products carried): ________________________________
- Non-Petroleum Oil (list): ________________________________

**Fuel Oil:**

**Vessel’s Fuel Oil Capacity:** ______________________ BBLs

Type of Fuel Oil Carried: ________________________________

**Worse Case Discharge (WCD)** for oil spill contingency planning purposes: ____________________ BBLs

1. Oil capacities and WCD are validated using information on the Coast Guard Vessel Response Plan web site.

**OIL SPILL RESPONSE COVERAGE:**

**USCG Vessel Response Plan (VRP) Control No.:** __________

**Washington State Approved Vessel Response Plan:**

- Vessel Company Plan
- Washington State Maritime Cooperative Plan
- National Response Corporation Plan

**Vessel’s P&I Club or Insurer:** __________________________

**Qualified Individual Provider listed in VRP (company name):**

_______________________________________________

**Qualified Individual Name (if applicable):**

_______________________________________________

**Qualified Individual 24/7 Phone Number:** _________________

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**Information on which ERTV Fee Credits may apply:**

- Oil cargo tank protection:
  Does vessel have double hull oil cargo tanks?  □ Yes □ No

- Fuel tank protection:
  Does vessel have double hull fuel tanks?  □ Yes □ No

- Propulsion:
  Vessel has totally independent dual propulsion?  □ Yes □ No

- Safety/Environmental Systems Certification:
  ISO 14001:  □ Yes □ No
  ECOPRO (applies to tank vessels): □ Yes □ No
  Other: ________________________________

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For ERTV CG (Marine Exchange) use

**Non-tank vessel first annual transit fee:** $__________

**Non-tank vessel general transit fee:** $__________

**Tank vessel transit fee:** $__________

**2. Annual period – July 1 to June 30**

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Revised 12-10-2013