

AGREEMENT AND LIMITED WAIVER OF LIABILITY – BOAT SHIPPING

This agreement and limited waiver of liability will apply between Aloha Cargo Transport, Division of Northland Services, Inc. (Carrier) and _____(Shipper) for transport of a boat described as a _____ on Voyage _____, Booking No. _____

- 1) The Carrier’s Accepted Liability for cargo damage, in accordance with Rule 573 of governing Tariff STB NOLS-100, has an upper limit of \$ 25,000.00. Accepted Liability will exclude minor scratching, marring, denting of the hull or loss or damage to any personal effects or non-standard furnishings stowed onboard. In the event that Carrier agrees to perform lifting of the vessel from the water at its origin marine terminal, Carrier will accept this liability, commencing from the time that the vessel is placed alongside the pier under Carrier’s supervision and continuing until the vessel is delivered to the consignee and placed in the control of consignee’s designated agents or subcontractors for handling.
- 2) Shipper warrants that the vessel tendered for transportation will be equipped with an adequate number of suitable lashing and securing points to permit Carrier to effect proper securing to its shipping cradle or trailer, and then to the barge deck, shipping platform, or container stack utilizing conventional lashing methods for ocean cargo. Any marring, scratching, denting, or other damages which may result from Carrier’s best efforts to secure the vessel in the absence of such specific lashing and securing points will be exempted from the carrier’s Basic or Extended Liability, as described in the appropriate Tariff provisions.
- 3) It is herewith agreed and acknowledged that the Carrier, its affiliates, agents, operators, or stevedores, shall not be responsible for any damage sustained by any boat while being lifted into or out of the water, unless such damage is caused by operator negligence or failure of equipment belonging to or operated by the above mentioned persons and organizations. It is the sole responsibility of the boat owner or his designated agent to direct the rigging crew as to the placement of lifting straps or cables. Any damage caused to the vessel because of improper placement of the rigging or the failure of the vessel to withstand the lifting process is accepted to be the responsibility of the owner or Shipper of the vessel, together with the liability for other property damage or bodily injury that may result from such failure.

CARRIER: Aloha Cargo Transport, Div. of Northland Services, Inc.

SHIPPER:

By:_____

By:_____

Its:

Its:_____

Provisional Clause for Extraordinarily High Value Cargo

As a means of addressing all of the risks associated with the handling and transportation of the Cargo and between the parties, and resolving all of those risks through insurance to cover those risks, the parties agree that Shipper shall procure and maintain in full force and effect throughout the term of this Agreement, at its sole risk, cost and expense (including the risk of all deductibles) All Risk Cargo Insurance in an amount equal to the full delivered value of the Cargo including freight. Shipper agrees to look solely to its cargo insurance for any loss or damages whether covered by the insurance or not and whether such insurance actually pays or not. The aforesaid policy shall name as assureds and expressly waive subrogation against Carrier, its affiliates and subcontractors. Shipper shall, prior to tendering Cargo To Carrier, furnish Carrier with certificate(s) of insurance confirming the existence of all required cargo insurance coverage, which shall be endorsed to provide for thirty (30) days prior written notice to Carrier for cancellation or material change in coverage.