

# CARGO TERMS AND CONDITIONS

This agreement sets forth the terms and conditions which are applicable to the transportation of cargo aboard the Seldovia Bay Ferry. By requesting transportation of cargo, you will be deemed to have agreed to be fully and legally bound by this agreement.

For purposes of this agreement, "you" means you, the person delivering personal property (other than passenger carry-on items and luggage) for transportation aboard Ferry, "cargo" means such all such personal property to be transported, including when delivered or placed in a tote, and "Company" means the Seldovia Village Tribe, Seldovia Native Association, Inc., Seldovia Bay Ferry, LLC, Kachemak Voyager, LLC, HMS-PACNAV, Inc. and Hornblower Marine Services, Inc., who own, manage and operate the Ferry, their respective affiliated and parent business entities and the owners, directors, employees and agents of each of the foregoing, as well as the Ferry and its crewmembers.

**THIS AGREEMENT IS A LEGALLY BINDING CONTRACT; IT PLACES CERTAIN RESPONSIBILITIES UPON YOU AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ IT COMPLETELY AND CAREFULLY.**

**1. Your Responsibilities:** You are responsible for tendering your cargo to Company at the time and place identified by Company, with all such cargo to be in good order, count and condition, and packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of transportation by Ferry including without limitation exposure to weather, moisture, humidity, heat, rolling, pitching and similar vessel movements, as well as loading and unloading to/from the Ferry by forklift or crane. You must identify to Company, in writing and in advance, any cargo which requires specialized handling or is dangerous or hazardous, and Company must specifically agree in writing to transport the same. In such an event, you shall be responsible for providing complete and accurate handling instructions, including safety procedures, and shall be solely responsible for the completion of all documentation required and otherwise for compliance with applicable regulations and laws relating to such cargo or its transportation. Company shall not be responsible for cooling, refrigerating or otherwise monitoring or maintaining any temperature for your cargo. Should, in Company's opinion, any cargo create a risk to persons or property, or make the transportation impractical, Company may discharge, store and/or dispose of any or all of your cargo at your sole risk and expense. You warrant the accuracy and completeness of all information, instructions and particulars relating to your cargo provided directly or indirectly to Company, including as to the nature, description, characteristics, marks, number, weight, volume and quantity of the cargo, etc., upon all of which Company shall rely. You shall reimburse Company for any loss, damage, liability, claim, expense, fine, penalty or suit incurred directly or indirectly as a result of any such inaccurate or incomplete information, instructions or particulars relating to your cargo. Firearms and other hazardous/dangerous materials/items may be allowed but only in limited amounts and subject to Company rules. In no event shall you be allowed to tender any controlled/prohibited substances or any illegal items for transportation aboard the Ferry. You are responsible for having the cargo picked up upon arrival of the Ferry at the destination; any failure to pick-up and/or storage shall be at your separate risk and expense.

**2. Rights of Company:** Company has the right to change its schedule and/or services, to deviate to save life or property at sea, take fuel, supplies or stores, effect repairs, or otherwise as necessary in the judgment of Company. Company shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of sea; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent public or government authority; fire, unless caused by the actual fault or privity of Company; quarantine; act or omission of you or your agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the cargo; inherent vice; improper and/or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with your instructions; errors in navigation; and/or any other cause or event arising without the actual fault and privity of Company. COMPANY MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE FERRY OR SERVICES BEING PROVIDED, EXPRESS OR IMPLIED.

**3. Liability for Cargo:** Company's liability with respect to the cargo, and/or you, any consignee and/or other person claiming by, through or with respect to the cargo, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be limited in all cases to one hundred dollars (\$100) for all your cargo on a single voyage.

**4. Claims:** In the event of any loss, damage or other potential claim against Company, immediately following the underlying event you must notify a Company representative (including a crewmember) and you must thereafter cooperate fully with respect to any Company investigation. You must also submit a claim in writing to Company's main office within three (3) days from when the voyage ended, with such written claim to have full details and particulars, and give the Company full opportunity to inspect the cargo before any repairs, or you will have forever waived all your rights to make any such claim. In addition, any lawsuit against the Company must be filed within one (1) year from when the voyage ended, or you will have forever waived your right to bring any such lawsuit.

**5. Limitations upon Liability:** Company shall not be liable for any consequential loss or damage of any type or nature whatsoever, regardless of how caused and foreseeability. Nothing herein shall be construed so as to deprive Company from the benefit of any limitation of or exoneration from liability afforded to vessel owners at law, in equity or otherwise.

**6. Law and Venue:** This agreement shall be governed by the general maritime law of the United States and by the laws of the State of Alaska to the extent there is no applicable general maritime rule of law. Any lawsuit arising out of relating to this agreement must be brought in Anchorage, Alaska, with the parties hereby consenting to the exclusive jurisdiction of said courts and the appropriateness and convenience of said venue and agreeing that the substantially prevailing party shall recover its reasonable legal fees and costs.

**7. Integration and Modification:** These terms and conditions constitute the entire agreement of the parties and supersede all prior and contemporaneous agreements, written and oral. The headings used above are for convenience of reference and are not substantive. These terms and conditions are severable; the unenforceability of any one provision shall render it severed but shall not impair the enforceability of any other provision. This agreement shall not be modified except through a writing signed by both parties.