



1100 CHERRY STREET, FREEPORT, TX 77541
(979) 233-2667 1 (800) 362-5743 FAX: (979) 233-5625

OVER DIMENSIONAL/OVERWEIGHT PERMIT

Date: _____

Valid: From _____ To _____

Permission is hereby granted to

Name of Company ("Company")

Vessel / Barge

to handle Over Dimensional/Overweight Cargo at Port Freeport waterfront facilities or on vessels moored thereto, subject to conditions and requirements listed in this Over Dimensional/Overweight Permit and in addition to applicable codes and industry standards. Company shall have the sole control over the method and manner of performing the work and shall not be deemed to be or hold itself to be the agent or employee of Port Freeport. Company shall comply and cause all of its agents, employees and contractors to comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, the requirements of the Ports and Waterways Safety Act and the Federal Occupational Safety and Health Act.

The stevedore requesting this permit affirms that it is currently a licensed stevedore, in good standing with all required insurance agreements in place as per the Ports Tariff Item 405. Applicant confirms that prior to making this request, it has done the appropriate engineering study and due-diligence to safely comply with the Port's basic 1000 pounds per square foot maximum weight limitation for this specific task. Applicant also confirms that it has inspected all equipment to be utilized for this operation and that such equipment can safely meet all performance standards and requirements for this specific work and further confirm that all personnel involved have received appropriate training and are deemed competent.

I acknowledge receipt of this Over Dimensional/Overweight Permit and agree to comply and to require the Company's employees to comply with its requirements. I understand that failure to comply with these requirements will result in cancellation of the permit and may subject the responsible person to the penalties prescribed by applicable laws. I hereby represent my express authority to sign this permit on behalf of Company.

COMPANY HEREBY ASSUMES ALL LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD THE PORT, ITS OFFICERS, COMMISSIONERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM ALL CLAIMS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COURT COSTS), PENALTIES, ASSESSMENTS, AND/OR INJUNCTIVE OBLIGATIONS, WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY THE INDEMNIFIED PARTIES, ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, DAMAGE TO OR DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, AND/OR ANY VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, OR ORDER OF ANY GOVERNMENTAL ENTITY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF (i) THE ACTS OR OMISSIONS OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR (ii) ANY DEFAULT, BREACH OR VIOLATION OF ANY TERMS OF THIS PERMIT. THE COMPANY RECOGNIZES AND UNDERSTANDS THAT THE PURPOSE OF THIS INDEMNIFICATION IS FOR THE COMPANY TO PROVIDE FULL AND COMPLETE INDEMNIFICATION TO THE INDEMNIFIED PARTIES IN THE CIRCUMSTANCES SET OUT ABOVE, EVEN THOUGH THE INDEMNIFIED PARTIES MAY HAVE BEEN NEGLIGENT, NEGLIGENT *PER SE* OR MAY BE LIABLE UNDER THEORIES OF STRICT LIABILITY AND/OR STRICT PRODUCTS LIABILITY, INCLUDING SOLE CAUSE OR NEGLIGENCE; AND COMPANY'S INDEMNITY OBLIGATIONS ARE INTENDED TO AND WILL PROTECT

THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN STRICT LIABILITY, FAULT, CONCURRENT, SOLE OR CONTRIBUTORY NEGLIGENCE.

Submitted by Company:

Signature

Title

Approved by Port Freeport:

Signature

Title

Date signed