

cc: OS  
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**FEDERAL MARITIME COMMISSION**

\_\_\_\_\_  
**DOCKET NO. 14-14**  
\_\_\_\_\_

**MARK BARR**

**V.**

**OCEAN TRADE LINE, INC.**  
\_\_\_\_\_

**SETTLEMENT AGREEMENT**  
\_\_\_\_\_

**FILED**

FEB 05 2015

Federal Maritime Commission  
Office of the Secretary

THIS SETTLEMENT AGREEMENT (Agreement) is entered into between:

- (1) Mark Barr (Complainant);
- (2) Ocean Trade Line, Inc. (Respondent); and
- (3) The Federal Maritime Commission's Bureau of Enforcement (BOE).

WHEREAS, Complainant alleged that Respondent violated 46 USC 41102(c), 41104(2), 41104(3) and 41104(4) by failing to publish a tariff and to adhere to tariff publishing requirements and failing to adhere to just, reasonable and non-discriminatory practices regarding its cancellation and refund policies with respect to international ocean transport of Complainant's yacht, and is seeking reparations with interest, attorney fees, a cease and desist order and the suspension or revocation of Respondent's OTI license;

WHEREAS, the Commission's Bureau of Enforcement (BOE) filed a motion to intervene in Docket No. 14-14 on November 14, 2014, which motion remains pending before the ALJ;

WHEREAS, Complainant denies the allegations and desires to finally resolve all issues in this proceeding by entering this Agreement;

WHEREAS, Complainant, Respondent and BOE believe it is in the best interests of the parties and the shipping public to resolve this proceeding under the conditions stated herein rather than engage in continued litigation;

NOW, THEREFORE, in consideration of the premises herein, and in compromise of all relief sought from the alleged violations set forth and described herein, the Parties hereby agree upon the following terms:

- 1) On or before January 30, 2015, Respondent shall make monetary payment to an escrow account at the law firm of Blanck and Cooper, P.A., in the total amount of \$15,000.00 for the benefit of the Complainant, Mark Barr. No later than February 3, 2015, Respondent shall provide written verification to the Commission that the total monetary payment of \$15,000.00 was placed in the escrow account.
- 2) Respondent shall modify the terms and conditions in its Shipping Contract and its Cancellation and Release form in conformance with those in the attached documents. Respondent's tariff shall be updated within 15 days of the effectiveness of this agreement to reflect the modified terms and conditions.
- 3) The Complainant shall promptly complete the Release attached hereto and provide the completed Release to its counsel who shall release the same to Ocean Trade Lines' counsel in exchange for the monetary payment and updated tariff filings identified in paragraphs 1 and 2 above.
- 4) The parties, inclusive of BOE, shall jointly submit to the Administrative Law Judge a motion seeking approval of this Agreement and the discontinuance of Docket No. 14-14, with prejudice.
- 5) Upon the Commission's approval of the Agreement, the \$15,000.00 shall be paid from the escrow fund to the trust account of counsel for the Complainant within five business

days of the approval becoming administratively final, pursuant to the following wire transfer instructions:

Washington DC Trust (DCT)

Bank Name: SunTrust Bank

Bank Address: 900 17th Street N.W.

Washington, D.C. 20006

Swift Code: SNTRUS3A

Account Name: Iolta Client Trust Fund - Husch Blackwell LLP

Account #.: 1000134170942

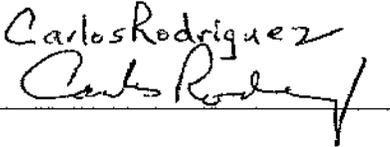
ABA #: 061000104

Bank Contact: Sue Oaks - (423) 757-3239 - sue.oaks@SunTrust.com

Husch Blackwell Contact: AR Team - remit@huschblackwell.com

- 6) Respondent hereby waives any requirement that the Commission's decision or order contain a statement of findings of fact and conclusions of law.
- 7) Respondent hereby waives all rights to seek judicial review or otherwise challenge or contest the validity of the order entered pursuant to this Agreement.
- 8) Respondent agrees that the order entered pursuant to this Agreement will have the same force and effect as Commission orders issued on a litigated or stipulated record.
- 9) Respondent is represented by counsel, has reviewed the terms of the Agreement with counsel, and understands the terms and conditions stated herein.

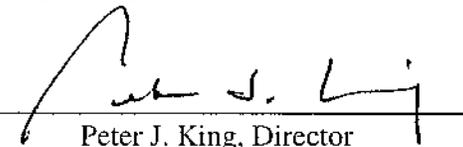
ON BEHALF OF COMPLAINANT,

~~Mark Barr~~ Carlos Rodriguez  
Signature: 

Printed Name: \_\_\_\_\_

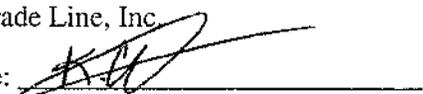
Date: 2/3/2015

ON BEHALF OF THE  
FMC BUREAU OF ENFORCEMENT  
(as party pending intervention)

By:   
Peter J. King, Director  
Bureau of Enforcement

Date: 2-5-2015

ON BEHALF OF RESPONDENT,

Ocean Trade Line, Inc.  
Signature: 

Printed Name: KOSTA CONSTANT

Title: President

Date: 1/30/15



500 East Broward Boulevard, Suite 1710, Fort Lauderdale, FL 33394 U.S.A.  
Phone: + 1 (954) 332-7850 Fax: +1 (888) 513-1623

**SHIPPING CONTRACT NO. 1065005**

**February 4, 2015**

**Shipper:**

**Address:**

**Phone:**

**Fax:**

**E-mail:**

**Est. Pick-up Date:**

**Service Type/Method:**

**Origin:**

**Destination:**

**Cargo Description**

LOA (ft)   BOA (ft)   HOA (ft)   Weight (lbs)   Sq Ft   Cbm   Value

**Description of Charges**

**Qty**

**Rate**

**Charges:**

Terms of Payment (unless otherwise noted above): 100% of the cost is due upon signing this contract. Any additional charges as defined herein are due immediately upon invoice to Shipper. Acceptable methods of payment are Wire Transfer and Direct Deposit (see attached instructions).

**Signature:**

**Print Name:**

**Date:       /     /**



**SHIPPING CONTRACT NO. 1065005**

**SHIPPING TERMS AND CONDITIONS OF SERVICE**

Shipper and Ocean Trade Lines, Inc. agree to the following: These Terms and Conditions of Service form part of the Yacht/Boat Shipping Contract for Services and constitute a legally binding contract between OTL and the Shipper. In the event that governmental, regulatory, port or maritime rules, regulations or standards differ from the Terms and Conditions of Service, the government, regulatory, port or maritime rules, regulations or standards shall control.

**Definitions:**

- (a) "OTL" shall mean Ocean Trade Lines, Inc., its subsidiaries, related companies, agents and/or representatives. OTL is licensed by the Federal Maritime Commission as a Non -Vessel-Operating Common Carrier (NVOCC License# 022810N), and is also a licensed and bonded Property Broker (ICC-MC# 707343).
- (b) "Shipper" shall mean the person, corporation, organization and/or institution, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers, sellers and/or booking agents, Shipper 's agents, insurers and underwriters, break-bulk agents, consignees or others, for which OTL is rendering service. It is the responsibility of the Shipper to provide notice and copy(s) of these terms and conditions of service to all such agents, representatives or interested parties.
- (c) "Documentation" shall mean all information received directly or indirectly from Shipper, whether in paper or electronic form.
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating common carrier".
- (e) "Third parties " shall include, but not be limited to, the following: carriers, truck-men, cart -men, lighter -men, forwarders, crane-men, OTI's, customs brokers, agents, warehouse-men and others to which the goods are entrusted for transportation, cartage, handling, delivery and/or storage etc.
- (f) The term "Days" refers to banking days.
- (g) "Air Waybill" (AWB) or "Bill of Lading" (B/L) shall mean the document(s) which cover transport by air or by sea.
- (h) "Shipment(s)" shall mean all packages/cargo, which are tendered to and accepted by OTL on a single AWB/ B/L.
- (i) "Reasonable Booking/Transit Time" shall mean up to 120 days from first requested pick-up date or estimated shipping date provided for on the detail page of this contract.
- (j) "Detention/Demurrage" shall mean charge on the Shipper's account for delaying carrier's equipment beyond allowed time attributable to the Shipper. Demurrage applies to cargo; detention applies to equipment.
- (k) "Dead freight" shall mean amount of revenue lost and therefore recoverable by OTL from the Shipper as damages if a full and complete Cargo is not made available by the Shipper in accordance with the terms of the Contract for Service.
- (l) "Estimated Pick-up Date" shall mean the date on which OTL will have initial access to Cargo and from which date OTL may commit to effect shipment.
- (m) "Inducement" shall mean, in shipping-line rate schedules, stipulation that a ship will call at the named port only if there is enough available and booked cargo (inducement) to justify the visit.
- (n) "Signing this Contract" shall mean the date that this Contract for Services is signed, authorized or upon payment of any deposit for services to be rendered under the Contract for Services. The Contract for Services may be evidenced by any Payment, by the Shipper. Payment shall be deemed to be an authorization and agreement to proceed under the Contract for Services.
- (o) "Trans-shipment" shall mean the shipment of Cargo to an intermediate destination and then from there to the final destination either by ship or other means of transportation necessitated by reason of the carrier, port or other causes not within the control of OTL but disclosed after the Cargo has been picked up from the Shipper.
- (p) "Cancellation Fee" shall mean an agreed upon fee for cancellation of service by the Shipper prior to Cargo pickup or the date that notice of actual pickup is given by OTL with a firm scheduled time as defined further in paragraph 11 herein below.
- (q) "Carrier's Option" shall mean that OTL retains the option of having the Cargo loaded/discharged at any of the port options stated within this agreement. The Shipper is responsible for dropping off/picking up the Cargo at the port option chosen by OTL, at Shipper's expense. OTL shall not be responsible for any expenses, losses, damages or delays of any nature, howsoever caused or sustained by the Shipper. Carrier option shall also mean any alternate port necessitated by the carrier, shipping line, or governmental authority, including any cause beyond the control of OTL.

**1. General Conditions:** All rates are based on information and/or dimensions supplied by the Shipper and will be subject to adjustment based on final specifications and/or survey at or before the time of shipment. All other charges/surcharges are subject to change based upon any changes in the supplied information, dimensions and survey as appropriate. All charges and surcharges are for the account of the Shipper, and are in US dollars unless otherwise noted. All shipments are subject to space/equipment availability. Ocean Trade Lines, Inc. cannot guarantee any specific shipping line or departure or arrival dates. All rates are subject to sufficient Inducement. Proof of Cargo insurance coverage is required for every shipment. All Cargo will be loaded and discharged AS IS. Loading and discharging operations will be monitored and guided by experienced loadmasters.

**For Inland Transportation:** All quotes assume legal height of 12'6" or less on the carrier's trailer, unless otherwise stated. Customer is responsible for all loading and unloading charges independent of any charges provided for in the Contract for Services, and/or arrangements with the dealer/marina/third party, where the Cargo is being picked-up and delivered, unless otherwise stated.

**For Containerized Service:** All charges are based on maximum weight of 36,000 lbs x 20ft and 44,000 lbs x 40ft (as applicable), and are subject to adjustment following weight & measure verification.

**For Auto and Yacht/Boat Shipping:** Vehicles and vessels must be empty, except for factory-installed or fixed equipment. NO electronic equipment, valuables, live plants, pets, alcohol, drugs, firearms, ammunitions, explosives, flammables, household items/goods, or any other personal effects may be left in the vehicle or vessel. Shipper shall also remove all non -permanent outside mounted antennae, luggage and other racks from vehicle or vessel prior to shipment. Please supervise the preparation of your vehicle or vessel, or have a responsible party do so, to insure these guidelines are met.

**For shipments to Australia:** Due to strict A.Q.I.S. regulations, to prevent quarantine, Cargo containing any wooden parts must be fumigated. Fumigation prior to shipping must be done by a fumigation company approved by Australian customs. Fumigation upon arrival at an Australian port may result in additional expenses and quarantine delays. Non-wooden Cargo must be thoroughly cleaned prior to loading on any Cargo ship. The hull of boats must be steam cleaned and the boat must be shrink-wrapped.

**2. Terms of Payment:** The Shipper agrees to pay the charges due to OTL, as outlined herein. Rates include but are not limited to administrative and clerical fees, which represent the services provided by OTL. Unless specifically listed and charged for, above rates exclude: transportation to or from port, tow assistance, Cargo preparation, road escorts, shrink wrap, captain services, canal passage fees, fuel surcharges, custom build cradle, customs clearance, customs formalities, documentation processing/clearance, import duties, taxes, telex release charges, any applicable port fees, quarantine/demurrage fees, Shipper's export declaration or other regulatory filing, courier services, Cargo insurance coverage for inland transportation, and/or marine insurance coverage, fuel surcharges to OTL by shipping lines or third parties or any other services not specified. Some listed services are available upon written request and at an additional fee. Rates are subject to change until Contract for Services is executed by all parties and additional fees as defined herein are subject to change until contracted for. Due to the unpredictability of fuel surcharges, it is impossible to account for the fluctuations in fuel prices that might affect the overall cost of the shipment, whereby, OTL will confirm the final cost at the time of shipment. 100% of the Contract charges are deemed earned upon Signing this Contract, subject to the Cancellation Fee. As a convenience to the Shipper, payment terms on the face page of the Contract for Services are provided by OTL. Any additional charges as defined herein are due immediately upon invoice to Shipper by OTL. Acceptable methods of payment include Direct Deposit or Wire Transfer. The granting of payment terms to a Shipper in connection with a particular transaction shall not be considered a waiver of this provision by OTL. In any dispute involving monies owed to OTL and/or payments charged on Shipper's credit card, OTL shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18% per annum. OTL reserves the right to seek legal action to collect payment through all available legal venues.

**3. OTL Services:** The parties to this contract hereby recognize that in addition to ocean carriage services provided by OTL as an NVOCC, OTL may act as a consultant, facilitator, logistical organizer and "Agent" of Shipper for the purpose of performing non NVOCC duties, including those in connection with the entry and release of goods, post entry services, the securing of export licenses, and other dealings with government agencies. As an NVOCC, OTL does not have any active role in the physical movement of the shipment, which shall be conducted solely by third parties engaged by OTL for and on behalf of the Shipper. The shipment shall be subject to the third party carrier's limitations of liability and/or terms and conditions of service. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Shipper, OTL shall use reasonable care in its selection, and reserves the right to select/utilize any third parties, or

<i>Signature:</i> _____	<i>Print Name:</i> _____	<i>Date:</i> ____ / ____ / ____
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**SHIPPING CONTRACT NO. 1065005**

any means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment, as well as the option to pick-up/deliver from/to the nearest available port.

(a) Trans-shipment: Should the primary port become unavailable for offloading, after the Cargo is picked up, due to lack of inducement or for any reason beyond the control of OTL or its service providers, it is agreed that OTL may arrange, without further consent of the Shipper, to affect an offloading of the Cargo at the next available port. Shipper may take delivery at such port or request a Trans-shipment of the cargo. Should Trans-shipment occur, all applicable charges will be for the Shipper at Shipper's expense and account, including but not limited to docking charges, marina charges, electricity costs, captain services, loading and handling services, etc. The shipment may be carried through intermediate stopping places, including a country other than the country of departure. Advice by OTL that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that OTL warrants or represents that such person or firm will render such services nor does OTL assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, OTL shall reasonably cooperate with the Shipper, who shall be liable for any charges or costs incurred by OTL.

**4. Documentation and Information:**

(a) Shipper acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency, and/or Third Parties, and will immediately advise OTL of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Shippers behalf. Shipper is responsible for accurately providing the dimensions and specifications of the Cargo and warrants that each article in the shipment is properly marked, addressed, and packaged for transportation. All shipments are subject to weight and measurement verification and Shipper accepts all weight and dimension changes without notification. All charges are based on the actual length, width (beam), and height overall of the Cargo and must include all protrusions/modifications (bowsprit, davits, swim platforms, wind vane, etc.) A change in the dimensions or declared value of the Cargo will result in a change in shipping charges. When the dimensions exceed the dimensions stated on this Contract for Service, the new dimensions are used to determine the charges. Shipper warrants that each package tendered for shipment is accurately described on the Contract for Service.

(b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States authorities and/or a third party, OTL relies on the correctness of all documentation, whether in written or electronic format, furnished by Shipper. Shipper shall use reasonable care to insure the correctness of all such information and shall indemnify and hold OTL harmless from any and all claims asserted and/or liability or losses suffered by reason of the Shipper's failure to disclose information or due to any incorrect or false statement by the Shipper upon which OTL reasonably relied. The Shipper agrees that the Shipper has an affirmative, non-delegable duty to disclose any and all information required to import, export, or transport the goods.

(c) OTL or its agents are will not be held responsible for any reason in the event that country of destination denies entry of goods.

(d) Shipper acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and §1509) he/she has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States. Unless otherwise agreed to in writing, OTL shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "recordkeeping agent" for Shipper.

(e) Where OTL 's agents prepare and/or issue a bill of lading, OTL shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Shipper or his/her agent and Shipper agrees to pay for same. OTL shall rely upon and use the Cargo weight supplied by Shipper.

(f) In the event Shipper takes possession of Original Bills of Lading, and in the event that such Bills of Lading are lost and not available for surrender in order to release the Cargo at destination, all costs related to the preparation of a Letter of Indemnity, signed and guaranteed by a first class bank, will be for the account of the Shipper, as well as any costs for demurrage and storage, arising from such event.

(g) Unless requested by Shipper in writing and agreed to by OTL in writing, OTL shall be under no obligation to undertake any pre or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

(h) If Shipper does not complete all the documents required for carriage, or if the documents submitted by Shipper are not appropriate for the services or destination requested, Shipper hereby gives OTL permission to, at OTL 's discretion and where permitted by law, complete, correct, or replace the documents at Shipper's expense; however, OTL is not obligated to do so. Furthermore, if an original or substitute form of BL is needed to complete the delivery of shipment and OTL completes that document, the terms of this B/L will govern. No liability whatsoever is assumed to Shipper or any other person for actions on Shipper's behalf under this provision.

(i) By tendering this shipment to OTL, Shipper hereby appoints OTL as Shipper's agent solely for the performance of customs clearance, and certifies OTL as the consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming OTL 's appointment, and it is Shipper 's responsibility to promptly provide proper documentation and confirmation where required. Furthermore, Shipper is responsible for and warrants his/her compliance with all applicable laws, rules, and regulations, including but not limited to customs laws, import and export laws, and government regulations of any country to, from, through, or over which the shipment may be carried. Shipper agrees to furnish such information, complete, and attach to this BL such documents as are necessary to comply with such laws, rules, and regulations.

(j) Shipper hereby certifies that shipment does not contain any unauthorized items, explosives, destructive devices, contraband, or hazardous materials. Shipper is aware that all shipping documents will be retained on file until the shipment is delivered. The shipment may, at OTL's option or at the request of governmental authorities, be opened, searched and inspected by OTL or such other authorities at any time.

**5. Insurance Coverage:** OTL requires proof of insurance coverage for every shipment. In the event Shipper does not purchase Cargo insurance coverage for shipment through OTL's agents, Shipper is required to provide OTL with proof of alternate insurance coverage for shipment in the form of an insurance certificate listing OTL as an "additionally insured". Shipper must provide written authorization to OTL if Shipper wishes to purchase insurance through OTL's designated agent. OTL reserves the right but not the obligation to purchase insurance coverage for the value of the Cargo and shipping costs for the shipment if proof of insurance is not provided by the Shipper. In all cases, Shipper shall pay all premiums and any administrative and processing costs in connection with procuring requested insurance. Third parties to whom the goods are entrusted may limit liability for loss or damage; the requested insurance coverage may be subject to the terms and conditions and limitations of liability of the underwriter and Shipper agrees to be bound by such limitations. OTL will request excess valuation coverage only upon specific written instructions from the Shipper, who must agree to pay any charges in connection with this coverage. In the absence of written instructions or in case of refusal of the third party to agree to a higher declared value, at OTL's discretion, the goods may be tendered to the third party, subject to the terms of the third party 's limitations of liability and/or terms and conditions of service. Shipper acknowledges that, unless otherwise specified, all risk marine coverage is generally subject to a deductible of minimum 3% of the total insured value of each Cargo item separately insured or \$500.00 (whichever is greater).

**6. Disclaimers/Limitation of Liability:**

(a) Except as specifically set forth herein, OTL makes no express or implied warranties in connection with its services;

(b) Subject to (d) below, Shipper agrees that in connection with any and all services performed by OTL, OTL shall only be liable for its own gross negligent acts, which are the direct and proximate cause of any injury to Shipper, and OTL shall in no event be liable for the acts of third parties;

(c) In connection with all services performed by OTL, Shipper may, if available, obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore. All such requests must be confirmed in writing by OTL prior to binding the covered risks.

(d) In the absence of additional coverage under (c) above, OTL's liability shall be limited to the following: (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or (ii) where the claim arises from activities relating to customs brokerage, \$50.00 per entry or the amount of brokerage fees paid to OTL for the entry, whichever is less;

(e) In no event shall OTL be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been notified of the possibility of such damages.

(f) Unless subject to a specific statute or international convention, all claims against OTL's agents for a potential or actual loss, must be made in writing and received by OTL, within fourteen (14) days of the event giving rise to claim; failure to give OTL timely notice shall be a complete defense to any suit or action commenced by Shipper.

<b>Signature:</b> _____	<b>Print Name:</b> _____	<b>Date:</b> ___ / ___ / ___
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**SHIPPING CONTRACT NO. 1065005**

(g) All suits against OTL 's agents must be filed and properly served on OTL's agents as follows: (i) For claims arising from ocean transportation, within 1 year from the date of the loss; (ii) For claims arising from air transportation, within 1 year from the date of the loss; (iii) For claims arising from the preparation and/or submission of an import entry(s), within six (6) months from the date of liquidation of the entry(s); (iv) For any and all other claims of any other type, within 1 year from the date of the loss or damage.

**7. Indemnification/Hold Harmless:**

(a) The Shipper agrees to indemnify, defend, and hold OTL harmless from any claims and/or liability arising from the importation or exportation of Shipper 's merchandise and/or any conduct of the Shipper, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold OTL harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney 's fees, which OTL may hereafter incur, suffer or be required to pay by reason of such claims. In the event that any claim, suit, or proceeding is brought against OTL, it shall give notice in writing to the Shipper by mail at his/her address on file with OTL.

(b) The Shipper shall tender the Cargo for shipment based on OTL's specific instructions. If the Shipper fails to tender the Cargo as instructed, OTL shall be relieved of any obligation to load or engage such Cargo, and the Shipper shall be liable to OTL for dead freight and/or any overtime charges, detention/demurrage, losses, costs and expenses incurred by OTL. OTL will not be responsible if the shipment is rejected by the Shipper, the Shipper's recipient agent(s), or the country of destination. The Shipper shall take delivery of the Cargo as soon as release has been processed by OTL. If the Shipper fails to take delivery of the Cargo, OTL's discharging of the Cargo shall be deemed fulfillment of the Contract for Service. If the Shipper or his Agent fails to take delivery of the Cargo upon release, the Shipper shall be liable to OTL for any overtime charges, detention/demurrage, losses, costs and expenses incurred by OTL. The Shipper will be responsible for all shipping charges in addition to any other fees that may be incurred, which shall be due to OTL before Cargo delivery at destination.

**8. General Lien And Right To Sell Shipper's Property:**

(a) OTL shall have a general and continuing lien on any and all property of Shipper coming into OTL 's actual or constructive possession or control for monies owed to OTL with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) OTL shall provide written notice to Shipper of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Shipper shall notify all parties having an interest in its shipment(s) of OTL's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Shipper posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of OTL, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, OTL shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Shipper.

**9. Intellectual property and photography:** The Shipper agrees to allow photographing, video recording or reproduction of the services rendered or to be rendered by OTL, which photographs, videos or renderings may be utilized by OTL at OTL's sole discretion for purposes of promotion, marketing, and public relations in the relocation and shipping area. The Shipper further allows any images of employees or principals of OTL who may be present during the relocation of Cargo shipped to be included within any photographs or videos used in OTL's marketing campaigns.

**10. Force Majeure:** OTL will make every reasonable effort to deliver the shipment according to regular delivery schedules; however, OTL shall NOT be liable for delays in delivery, default in the performance of any of the terms and conditions of this Agreement, nor for damages of any kind (whether direct, indirect, incidental, special, or consequential) including but not limited to loss of income, loss of interest, loss of business opportunity, loss of use of contents, breach of other contracts, or any loss or damage arising from the inherent nature of the goods, whether or not we had knowledge that such damage might be incurred, even if the delay is our fault in picking up the shipment, transporting the shipment, or delivering the shipment. OTL will not be liable for Shipper 's acts or omissions, including but not limited to incorrect declaration or goods, improper or insufficient packaging or marking or addressing of the shipment, or for acts or omissions by the consignor or consignee or anyone else with an interest in the shipment. OTL will also not be liable if Shipper or the consignee violate any of the terms of this agreement. OTL will not be liable for loss of or damage to the shipments of cash, currency, security instruments, or other prohibited items. OTL does not accept for shipment cash, currency, or other security instruments, perishables, precious metals or precious stones. OTL will not be liable for electrical or magnetic damage to, or erasure of electronic or photographic images or recordings. OTL will also not be held liable for loss of a shipment, damage to a shipment or delay, due to vandalism, acts of God (fire, flooding, hail, sand storms, tornadoes, earthquakes, hurricanes, etc.), objects flying from the road or sky during transport, strikes, labor disputes, riots, war, governmental orders or regulations, mechanical breakdowns or other similar contingencies beyond the reasonable control of OTL. Shipper should maintain his/her own insurance for these reasons.

**11. Cancellation:** All Shipper initiated cancellation requests must be in writing, notarized, and received by OTL via US Mail return receipt requested or Courier prior to pickup of cargo. Refund requests must provide adequate order cancellation information. No refund will be available following pickup of Cargo or following the date that notice of actual pickup is given by OTL with a firm scheduled time, whichever occurs first. Upon timely cancellation, OTL is entitled to receive from Shipper all costs, expenses, penalties charged or payable as a result of any reserved shipping space, reservation of trucking or support labor as well as any lost profit to OTL. Because cost, profits, penalties charged by third parties, logistical scheduling, labor costs and expenses are difficult to track and itemize, it is agreed that a Cancellation Fee of 30% of the total shipping charges, in addition to all additional costs contracted for or incurred through the date of the cancellation shall be an agreed upon Cancellation Fee. It is agreed by the parties that the Cancellation Fee is reasonable and does not constitute a penalty. The Cancellation Fee will be first assessed against deposits made to date and the balance shall be payable to OTL immediately upon invoice. All shipping fees are deemed earned upon contract and any cancellation by Shipper shall be subject to the payment of a Cancellation Fee. OTL may cancel this agreement for any reason and at any time prior to loading of Cargo. Upon such cancellation by OTL, all deposits and payments made by Shipper based on this agreement shall be refunded to Shipper. Any refunds due to shipper will be paid without any penalties or interest, within 15 days of processing the cancellation and/or refund documentation.

**12. Severability/Amendment:** In the event that any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect. These Terms and Conditions of service may only be modified, altered or amended in writing signed by both Shipper and OTL by Certified Mail, Return Receipt requested; any attempt to unilaterally modify, alter or amend same shall be null and void. Any paper or electronic copy of this Agreement is based on the original or electronic document found at OTL headquarters.

**13. Governing Law/Consent to Jurisdiction and Venue:** These Terms and Conditions of service and the relationship of the parties shall be construed according to the laws of the State of Florida USA, without giving consideration to principles of conflict of law. Shipper and OTL (a) irrevocably consent to the jurisdiction of the Courts of the State of Florida, County of Broward, USA, and waive any right to bring any actions in any other states or Federal Court. (b) agree that any action relating to the services performed by OTL, shall only be brought in said courts; (c) consent to the exercise of in personal jurisdiction by said courts over it, (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction and (e) waive trial by jury and agree to trial by judge in all disputes.

**Shipper's Acknowledgment**

I, the 'Shipper', acknowledge that by either submitting an order online, sending an order by fax or by email, or by submitting payment to OTL for an order (in lieu of my signature), I accept these Terms and Conditions found herein and on the OTL Contract for Service. Furthermore, I understand that should I fail to execute or return this Agreement, by allowing any third party(s) designated by OTL to transport or perform services in connection with my Cargo, I am expressly agreeing and consenting to the terms contained in this contract. I agree to pay the charges due to OTL, as outlined herein above. Rates include but are not limited to administrative, clerical, research, negotiation, booking, documentation fees, etc. which represent services provided by OTL. I am fully aware and agree that the total amount, including all ancillary fees and charges, shall be payable to OTL in US Dollars, without discount, not subject to any refund or return, and shall be deemed fully earned upon my entering into this Agreement, regardless of loss of Cargo, cancellation, (except as provided for in paragraph 11 hereinabove) or any other circumstance. Should the final balance due not have been paid timely as indicated on this Contract for Service, unless otherwise agreed to in writing by OTL or its representatives, OTL will have the option to cancel the agreement without prejudice to my obligation to pay all sums due hereunder. I further understand that OTL has been hired by me to obtain the services of a third party in connection with my Cargo. I agree to indemnify and hold OTL harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to all terms and conditions stated in this Agreement. I have read, understand, and fully accept the terms of this Agreement prior to entering into and/or signing this Agreement.

**FORWARDING AGENT POWER OF ATTORNEY**

<b>Signature:</b>	<b>Print Name:</b>	<b>Date:</b> ___/___/___
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SHIPPING CONTRACT NO. 1065005

(Must be notarized!)

Know all men by these presents, that:

\_\_\_\_\_  
(Name of Principal Party in Interest)

The organized and having an office and/or place of residence at:

\_\_\_\_\_  
(Address)

hereby authorizes, Ocean Trade Lines, Inc., (a registered corporation in the state of Florida U.S.A.) and/or any of their agents or officers, to act for and on its behalf as a true and lawful Agent/Attorney of the Principal Party in Interest for and in the name, place and stead of the Principal Party in Interest, from this date, in the United States either in writing, electronically, or by other authorized means to: act as Forwarding Agent for Export Control, Census Reporting and Customs Purposes, to make, endorse or sign any Shipper's Export Declaration, Booking Notes or other documents or to perform any act which may be required by law or regulation in connection with the exportation or transportation of any merchandise shipped or consigned by or to the Principal Party in Interest and to receive or ship any merchandise on behalf of the Principal Party in Interest. The Principal Party in Interest hereby certifies that all statements and information contained in the documentation provided to the Forwarding Agent relating to exportation are true and correct. Furthermore, the Principal Party in Interest understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations of exportation. This Power of Attorney is to remain in full force and effect until revocation in writing is duly given by the Principal Party in Interest and received by the Forwarding Agent.

IN WITNESS WHEREOF,

\_\_\_\_\_  
(Full Name of PPI /PPI Company)

US ID #: \_\_\_\_\_ or Passport #: \_\_\_\_\_

**Notarized by:**

This instrument was acknowledged before me on (date) \_\_\_\_/\_\_\_\_/\_\_\_\_

My commission expires on (date) \_\_\_\_/\_\_\_\_/\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Name of Notary Officer: \_\_\_\_\_

Signature of Notary Officer: \_\_\_\_\_  
(Seal)

<i>Signature:</i>	<i>Print Name:</i>	<i>Date:</i> ____/____/____
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SHIPPING CONTRACT NO. 1065005

**PAYMENT INSTRUCTIONS**

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**100% of the estimated cost is due upon signing this contract.  
Any additional charges as defined herein are due immediately upon invoice.**

**Acceptable methods of payment include Direct Deposit, Wire Transfer, Cashier's Check, or Certified Check.**

*The following documentation must be attached to the signed Contract for Service:*

- *Receipt/Proof of Payment.*
- *Copy of Yacht/Boat Registration or Bill of Sale.*
- *Copy of Passport OR Company FEIN Number.*

Beneficiary: Ocean Trade Lines, Inc.  
500 East Broward Blvd., Suite 1710  
Fort Lauderdale, FL 33394  
Wells Fargo Bank  
ABA# 121000248  
Swift Code# WFBIUS6S  
Bank Acct# 2000055620459

<i>Signature:</i>	<i>Print Name:</i>	<i>Date: ___/___/___</i>
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