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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*  
Effective: 07/01/16

 PORT OF PORTLAND

PORTLAND, OREGON

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PORTLAND, OREGON

---

## TABLE OF CONTENTS

<b>PART 1: RULES</b> .....	<b>1</b>
<b>SECTION I - GENERAL RULES</b> .....	<b>1</b>
1. The Port .....	1
2. Application of Tariff .....	1
3. Damage to Port Pilings, Property and the Environment .....	2
4. Performance of Services on Port Facilities.....	3
5. Shipper's Requests and Complaints .....	3
6. Definitions .....	3
7. Conditions for Acceptance, Retention, or Delivery of Cargo.....	4
8. Information to be Supplied to the Port .....	5
9. Billing in U.S. Measure .....	6
10. Safety, Environmental, and Other Laws.....	6
11. United States Coast Guard Compliance .....	7
12. The Maritime Fire and Safety Association.....	7
13. Security Fees .....	8
14. Charges and Payment.....	8
15. Terms of Payment.....	9
16. Payment Requirements .....	9
17. Insurance and Indemnification .....	11
18. Conditions of Berth Reservation .....	12

---

# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/16*



PORTLAND, OREGON

19.	Indemnification; Reimbursement for Damage .....	15
20.	Application of Carrier Bills of Lading.....	15
21.	Excess Cargo Value.....	16
22.	Limits of Liability.....	16
23.	Sovereign Immunity .....	16
24.	Responsibility for Demurrage and Delays Limited To The Extent Of The Port's Own Negligence .....	17
25.	Responsibility for Loss, Damage and Delay of Merchandise and Cargo .....	17
26.	Claims .....	19
27.	U.S. Government Cargo - Quoting and Filing Rates and Charges .....	19
28.	Electrical Current .....	19
29.	Fresh Water.....	20
30.	Disposal of Vessel's Oily Waste and Garbage .....	20
31.	Materials and Supplies .....	20
32.	Rates for Cleaning Dock Area.....	20
33.	Passenger Traffic Fee.....	20
SECTION II - DOCKAGE RULES.....		22
1.	Dockage Definition .....	22
2.	Basis For Establishing the Vessel's Length .....	22
3.	Dockage Period .....	22
4.	Charge On Vessel Shifting.....	23
5.	Ocean-Going Barges.....	23

---

# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/16*



PORTLAND, OREGON

6.	Dockage Charge – Vessel on Lay Status .....	23
7.	Dockage Charge – Tug Boats on Lay Status .....	24
8.	Berth Assignments.....	24
9.	Vessels Required to Obtain Berth Assignments .....	24
10.	Vessels Required to Vacate Berths .....	24
11.	Rafts, Barges, Scows, or River Craft.....	25
12.	Ship Maintenance Work .....	25
SECTION III - BREAKBULK RULES.....		26
1.	Service and Facilities Charge.....	26
2.	Direct Transfer Rates .....	26
3.	Overside Operation .....	26
4.	Wharfage.....	26
5.	Control of Tracks – Order for Railcars – Release of Railcars, Etc. ....	28
6.	Services Conditional.....	28
7.	Between Open Railcars and Vessel .....	28
8.	Truck Loading and Unloading.....	29
9.	Labor and Equipment .....	29
SECTION IV - LABOR RULES.....		30
1.	General Labor Rules Statements .....	30
SECTION V - EQUIPMENT RULES .....		31
1.	Equipment Rules .....	31
SECTION VI - STORAGE RULES .....		33

---

# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/16*



PORTLAND, OREGON

1. Free Time.....	33
2. Terminal Storage.....	33
<b>PART 2: RATES.....</b>	<b>36</b>
SECTION I – GENERAL RATES.....	36
SECTION II - DOCKAGE RATES.....	38
SECTION III - BREAKBULK RATES.....	40
SECTION IV - LABOR RATES.....	41
SECTION V - EQUIPMENT RATES.....	42
SECTION VI - STORAGE RATES.....	42
<b>PART 3 – MISCELLANEOUS AND FORMS.....</b>	<b>43</b>
SECTION I - TERMS AND MEASUREMENTS.....	43
Metric Conversion Table.....	45
SECTION 2- FORMS.....	46

---

---

# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

## **PART 1: RULES**

### **SECTION I - GENERAL RULES**

#### **1. The Port**

The term the "Port" shall mean the Port of Portland, Portland, Oregon.

#### **2. Application of Tariff**

##### **A. Effective Date**

This tariff shall be effective on and after the effective date as shown on each page.

##### **B. Notice to Public**

This tariff is notice to the public that the provisions of this Tariff, including, but not limited to, the rates, charges, rules, and regulations contained herein, apply to all Facility Users, and are enforceable by an appropriate court as an implied contract without proof of actual knowledge of the provisions contained herein. Each Facility User, as defined in Section I, Paragraph 6D, shall be liable for noncompliance with the terms of this Tariff by such Facility User's partners, officers, directors, agents, employees, invitees, contractors or subcontractors.

##### **C. Reservation of Right to Enter into Separate Contract**

The Port reserves the right to enter into a separate contract with a Facility User concerning rates and services when in the discretion of the Port the facts or assumptions underpinning the rates or services in this tariff are inappropriate in the particular circumstances of the contemplated transaction, providing such contract is consistent with existing local, state and federal law.

##### **D. Use of Facilities Deemed Acceptance of Tariff**

Use of the Port's marine terminal facilities by a Facility User shall be deemed an acceptance of this tariff along with all the specified terms and conditions contained herein. It is the

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

responsibility of the Facility User to be aware of the physical characteristics of the facilities.

E. Application for Berth Reservation or Layberth Request

The Port's form of Application for Berth Reservation or Layberth Request may be found on the Port's public website <http://www2.portofportland.com/Marine> and in Part 3 Section II of this Tariff. Berth Reservations and Layberth Requests are also subject to the Conditions of Berth Reservation in section 18 of the General Rules below.

### 3. **Damage to Port Pilings, Property and the Environment**

A. Piling Damage Replacement

Vessels, including their owners and charterers, will be responsible and charged for the replacement of any pilings damaged during the occupancy of a Port berth. Damage identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage unless the Port is notified by the vessel's agent in writing prior to tie-up of any pre-existing damage to the pilings.

B. Environmental Costs

Each Facility User will be responsible for all costs and expenses associated with investigation of, response to, or abatement of any spills, releases, or discharges of pollution, invasive species, or hazardous materials into the air, land, groundwater or waterways in the vicinity of Port marine terminal facilities, and/or on Port property that emanate from or are caused by the Facility User's vessel, equipment, or operations. If such Facility User does not immediately commence corrective action, the Port may undertake corrective action, and such Facility User must reimburse the Port for all such costs within thirty (30) days of written demand by the Port. With respect to invasive species, recoverable environmental costs include without limitation costs associated with quarantine, fumigation, pesticide or herbicide application, and actions taken at the request of state or federal authorities with authority over invasive species control.

---

# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

C. Other Property Damage

Each Facility User will be responsible for any damage caused by the Facility User, either by act or omission, to Port property or the property of any terminal operator, tenant, or other user, and shall reimburse the Port or other damaged party for any such damage within thirty (30) calendar days of written demand.

**4. Performance of Services on Port Facilities**

The Port reserves the right to perform all services and furnish all equipment, supplies, and material in connection with the operation of its marine terminal facilities. No person, firm, or corporation shall be allowed to perform any services on the Port's marine terminal facilities without prior written permission from the Port, which permission may be by e-mail. Those permitted to perform services and furnish equipment, supplies and material shall comply with this tariff.

**5. Shipper's Requests and Complaints**

Any party may initiate inquiries or complaints on matters relating to rates, charges, rules, and regulations contained in this tariff by filing a fully documented statement with the Executive Secretary, Northwest Marine Terminal Association Inc., P.O. Box 1970, Shelton, WA 98584.

**6. Definitions**

A. Holiday

Any legal holiday proclaimed by state or national authority or designated by applicable collective bargaining agreements.

B. Port

Port means the Port of Portland and shall be deemed to include the Port, its commissioners, directors, employees, and agents.

C. Place of Rest

That area on the marine terminal facility assigned for receipt of inbound cargo from the vessel and for receipt of outbound cargo for vessel loading.



---

# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

D. Facility User

Facility User means any cargo interest, shipper, consignor, consignee, vessel owner, or operator or charterer, inland carrier, ocean carrier (whether vessel operating or non-vessel operating), stevedore, freight forwarder, broker, motor carrier, rail carrier, or any other person or entity that uses or benefits from use of the Port marine terminal facilities, and "Facility User" shall be deemed to include Facility User and Facility User's respective partners, officers, directors, agents, employees, invitees, contractors, and/or subcontractors.

**7. Conditions for Acceptance, Retention, or Delivery of Cargo**

A. Right to Exclude Explosives, Nuclear Materials, Invasive Species, Hazardous Substances and Inflammable Commodities

At the Port's sole discretion, subject to federal, state, and local regulatory bodies regulations, the Port may exclude, or require special arrangements to process, explosive, nuclear materials, invasive species, hazardous substances, or inflammable commodities or materials at the marine terminal facilities.

B. Right to Refuse Cargo

The Port reserves the right (without responsibility for demurrage, other charges, loss, or damage) to refuse to accept, receive, or unload cargo, or to demand that cargo which has been unloaded be returned to the unloading vessel. In addition, the Port may refuse to allow vessels to discharge:

- (1) Cargo, for which previous arrangements for space, receipt, unloading, or handling have not been made with the Port by the Facility User.
- (2) Cargo deemed offensive, perishable, hazardous, or likely to contain invasive species.
- (3) Cargo not in packages or containers suitable for ordinary handling incidental to its transportation.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

C. Right to Remove, Repack or Recondition, Repile, and Transfer Cargo

(1) At the Port's sole discretion, cargo remaining on the marine terminal facilities after expiration of the free time and cargo shut out at clearance of the vessel may be piled or repiled to make space; transferred to other locations within the marine terminal facilities; or relocated to public or private warehouses with all expense and risk of loss or damage for the account of the Facility User responsible for such cargo.

(2) At the Port's sole discretion, cargo considered hazardous, offensive, or by its nature liable to damage other cargo, may be either removed from the marine terminal facilities, repacked, or the original packaging may be reconditioned. All expense and risk of loss or damage will be for the account of the Facility User responsible for such cargo. These expenses include, but are not limited to, surveying, recovering, containment, government fines or assessments, and additional labor or equipment requirements.

D. Right to Sell Cargo

The Port may sell at public or private sale, any cargo on which the Facility User responsible for such cargo fails to or refuses to pay marine terminal facilities charges. The proceeds of the sale are to be applied first to the cost and expense of sale and thereafter to the charges. The Port may sell any such cargo of a perishable nature or of a nature liable to damage other cargo or property at public or private sale without advertising.

E. Right to Withhold Delivery

The Port reserves the right to withhold delivery of any cargo until all accrued marine terminal facilities charges have been paid in full.

## 8. Information to be Supplied to the Port

The Port may require such information as is reasonably available for

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

the efficient conduct of its operations including, without limitation, the following:

A. Manifests

Masters, owners, agents, operators, or charterers of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo, descriptions, names of consignees and/or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Manifests must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean B/Ls, or "boat notes" or "mates' receipts" containing all information as required above may be accepted. Such information must be received by the Port within 5 days prior to the vessel's arrival at the Port's marine terminal facilities.

B. Dangerous Cargo List and Material Safety Data Sheets

The Port must receive any dangerous cargo list prior to vessel arrival. The Port may also request a Material Safety Data Sheet (MSDS) prior to vessel arrival.

## 9. **Billing in U.S. Measure**

Upon customer request, billing will be performed on the basis of U.S. Measure in accordance with the conversion factors published with this tariff. The billing rates will reflect the conversion from 1 K/T or C/M basis to an S/T or 40 C/F basis, respectively.

## 10. **Safety, Environmental, and Other Laws**

A. Safety

All Facility Users shall comply with all applicable health and safety laws, rules, or regulations enacted or promulgated by federal, state, or local regulatory bodies and by the Port..

B. Environmental Laws

All Facility Users shall comply with all applicable environmental

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

laws, rules, or regulations enacted or promulgated by federal, state, or local regulatory bodies and by the Port. All Facility Users shall comply with all applicable Stormwater Pollution Control Plans (SWPCPs) associated with the marine terminal facilities they occupy or operate, available online at <http://www2.portofportland.com/Inside/StormwaterManagement>,

## C. Other Laws

In addition to any laws, rules, or regulations specifically referenced in this tariff, all Facility Users shall comply with any other applicable laws, rules, or regulations enacted or promulgated by federal, state, or local regulatory bodies and by the Port.

## 11. **United States Coast Guard Compliance**

All ocean-going vessels using or scheduled to use a Port berth shall be in compliance with the United States Coast Guard (USCG) rules and regulations. At any time, while at berth, a vessel is determined by USCG to be in noncompliance or substandard, or if the cargo operation is interrupted or ordered-to-stop by the USCG authorities or Captain of the Port, the vessel, its owner(s), operator(s) or charterer(s) shall be liable for all consequential delays, damages, and costs; and the Port shall have the right to order the vessel to vacate the berth if the cargo operation has not resumed within one hour from the time it stopped.

If at any time, prior to the vessel's berthing, it is determined by the USCG that the vessel is deficient, the vessel's agent, master, owner(s), operator(s), or charterer(s) shall immediately notify the Port indicating the nature of the deficiency so determined. Depending on the deficiency's potential impact on the cargo operation, the Port shall have the right to reject or void the vessel's Application for Berth Reservation or Layberth Request until the deficiency is corrected, acceptable to the USCG.

## 12. **The Maritime Fire and Safety Association**

The Maritime Fire and Safety Association (Association) increases vessel safety and casualty response effectiveness through its comprehensive MFSA Vessel Response Plan that covers the Columbia River from its mouth (at river mile 0) extending three miles into the Pacific Ocean, up to the Glenn Jackson Bridge at I-205 (river mile 113) and the

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

Willamette River from its confluence with the Columbia River up to Willamette Falls. The Association does this by entering into contracts with the participating local fire districts and other safety organizations along these river systems through which they 1) facilitate ongoing training and education of member fire agencies in the response to vessel emergencies and 2) allow for purchase (and reimbursement) of specialized marine firefighting equipment to combat marine fires. The Association levies a charge per oceangoing or deep-draft vessel for each initial arrival at a participating Association member's location within the Columbia River. The current fee schedule may be found on the Association's website here: [www.mfsa.com](http://www.mfsa.com). The Port merely collects the fee on behalf of the Association and it is not imposed for the furnishing of any marine terminal facilities and is not related to the receiving, handling, storing, or delivering of property.

## 13. Security Fees

In order to fulfill its responsibilities for security, including, but not limited to, responsibilities mandated under the Maritime Transportation Security Act of 2002 and the USCG Regulation 33CFR§105, the Port will assess against and collect from ocean-going vessels, their owners, operators, or charterers for the use of terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

Security fees will be charged at marine terminal facilities for which the Port provides security. Fees will be assessed and charged against the vessel on a per-dockage-day basis.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the U.S. Department of Homeland Security.

## 14. Charges and Payment

### A. Collection and Guaranty of Charges

(1) Wharfage, Loading and Unloading, and Miscellaneous Charges:

(a) Wharfage, loading and unloading, and miscellaneous charges shall be assessed to the

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

owner of the cargo when they are not absorbed by the ocean or inland carriers.

- (b) Charges for wharfage, loading and unloading, and other Port charges for services performed on cargo transshipped by ocean carriers shall be billed to and payment guaranteed by the vessel, its owner(s), operator(s), or charterer(s).

B. Service and Facilities Charges

The Port does not assess service and facilities charges at its marine terminal facilities. Fees for special services will be billed based on the services provided.

## 15. Terms of Payment

Use of Port marine terminal facilities or service(s) by a Facility User is conditioned upon satisfactory assurance from such Facility User to the Port that all charges will be paid when due. Charges are due and payable as they accrue or on completion of service or use.

## 16. Payment Requirements

The Port may require payment in advance for each of the following:

A. Berth Assignment

Before vessel is assigned a berth and commences its loading or unloading operations. These charges are billed to the vessel, its owners, or agents.

B. Cargo Custody and Control

Before cargo leaves the custody and control of the marine terminal facilities for inbound shipments and before outbound cargo is released from the custody and control of the terminal. These charges are billed to the cargo owner, shipper, or consignee.

C. Perishable, Doubtful Value, Household Goods

For all services provided on perishable cargo, cargo of doubtful

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

value, and household goods.

D. Payment Terms are Cash

Unless credit for its charges has been extended by the Port as provided in Section I Paragraph 18.B, all Port invoices for its charges pursuant to this tariff or other agreement are due and payable in United States currency upon presentation to the vessel, its owner(s), operator(s), charterer(s), or agent(s). Facility Users, prior to the use of marine terminal facilities or services, may receive extended payment terms, provided they have established credit worthiness or have posted adequate security acceptable to the Port and has thereby been relieved of cash payment requirements by the Port, as set forth in the Supplement to Application for Vessel Berth Reservation as published by the Port, appearing in Part 3 Section II of this tariff and available at <http://www2.portofportland.com/Marine>.

If payment is not made by the Facility User(s) to whom credit has been extended by the Port according to the terms of such credit extension, then such person or persons, entity or entities may be, following the failure to properly make payment, placed on a cash payment basis by the Port.

E. Delay and/or Failure to Pay

In the case of delay or failure to pay invoices by the Facility User responsible when due, the Port reserves the right to demand payment of charges in advance before further services will be performed or before delivery of cargo against which charges have accrued. Any pending or alleged claims against the Port will not be allowed as an offset against outstanding invoices or accrued charges.

F. Delinquent Invoices

Invoices issued by the Port are due and payable no later than 30 days from invoice date. Invoices not paid by the due date shall bear a delinquency charge of 18% per annum or, if less, the maximum rate of interest allowed by law, from the date of delinquency until paid. The delinquency charge on the overdue amounts shall be subject to periodic change in the sole

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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discretion of the Port. The Port's failure to impose a delinquency charge shall not be a waiver of the Port's other rights and remedies for such delinquent payment, nor of the Port's right to later charge and collect a charge for such delinquency. Acceptance of any delinquency charge by the Port shall in no event prevent the Port from exercising any of the other rights and remedies granted under this tariff or by law. Any and all services provided or performed pursuant to this Tariff shall give rise to a lien in favor of the Port against the vessel, container, chassis, cargo or any other tangible property whatsoever.

G. Collection Expenses

Any and all additional collection expenses, including, without limitation, attorney fees and costs necessary to effect collection, may also be assessed.

H. Remedies

The Port reserves all rights to pursue any and all remedies available under applicable law or in equity in the event of delinquencies or other noncompliance with this tariff.

## 17. Insurance and Indemnification

A. Insurance

Every party using Port marine terminal facilities shall obtain and maintain insurance in the type applicable to cover bodily injury and property damage arising out of their work at or upon the marine terminal facilities. The following is the minimum insurance coverage that must be secured:

(1) Workers' Compensation Insurance (including Longshoremen & Harbor Workers Act, if applicable). This coverage is required under federal and state statutes for all the party's employees performing its work. In addition, Employer's Liability and Maritime Employer's Liability (including Jones Act coverage for masters and members of crew), as applicable, in an amount not less than \$1,000,000 per occurrence.

(2) Commercial General Liability and/or Comprehensive



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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

Marine General Liability, Stevedore's Liability, Protection and Indemnity, Charterer's Legal Liability, Sudden and Accidental Pollution Liability, and any other insurance required by state and federal law, as applicable, with separate limits of \$5,000,000 each coverage, per occurrence. Coverage should include liability assumed under contract; broad form property damage covering property in the insured's care, custody, and control; and coverage for claims for bodily injury, personal injury, death, or property damage occurring on, in, or about any vessels being loaded or unloaded by a party on Port premises and adjoining areas.

- (3) Automobile Liability Insurance In the event that motor vehicles are used in connection with the Facility User's business or operations at the marine terminal facilities, each Facility User shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of the Facility User's motor vehicles (including owned, hired and non-owned motor vehicles) on and around the Terminal. Coverage shall be in an amount not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) each accident.
- (4) Every Facility User shall submit to the Port, upon request, certificate(s) of insurance as evidence of the required coverage. Such insurance shall provide that the Port is to be given 30 days' prior written notice of any cancellation. Such insurance shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the Port. Failure of the Port to request the proof of insurance required herein, or to notice discrepancies in the evidence submitted, shall not excuse a party from the insurance requirements of this tariff.

## **18. Conditions of Berth Reservation**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al. v. Port of Anacortes, et al., and Tariff Rule 16 in the Port of Portland Tariff No. 8, amendments and

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

reissuances, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information contained in the Application for Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below:

- A. Except when and to the extent waived pursuant to Paragraph B below, terms of payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125 percent (125%) of the estimated applicable charges will be required to be posted with the Port six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the Facility User responsible for such charges has been identified by the vessel agent to the satisfaction of the Port; and
  - 1. That Facility User responsible has established credit worthiness acceptable to the Port; or
  - 2. Adequate security, acceptable to the Port, in an amount equal to 125 percent (125%) of the applicable estimated port charges, has been posted; or
  - 3. The agent requesting the berth, or another Facility User, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges using the Port's Application for Berth Reservation appearing at Part 3 Section II of this tariff or at <http://www2.portofportland.com/Marine> by filling in such Form and having an authorized person sign.
- C. The Facility User requesting reservation of a berth shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*

*Effective: 07/01/2016*



PORTLAND, OREGON

---

loaded/unloaded, and an estimate of amount of each category of Port charges, as enumerated, and the User responsible therefore. The submission of this form, signed by the agent, shall constitute the agent's attestation as to the accuracy of the information herein supplied, based upon and to the extent of information made available to the agent at the time of submission; and the agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.

- D. Should the agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the agent as to (1) its approval or adjusted estimate of Port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
- H. It is understood and agreed that by using the Port of Portland's terminals and other facilities, the Facility User shall be liable under, and agrees to abide by all the terms and conditions set forth in, the Port's Terminal Tariff No. 8 and all supplements, additions and revisions thereto. It is further understood by the user that they are liable for any damage they cause to Port property whether it is through their negligence or other fault.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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## 19. Indemnification; Reimbursement for Damage

Every Facility User shall defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port from and against, and reimburse the Port for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following: (a) any act, omission, or negligence of the Facility User; (b) any use, occupation, management, or control of any portion of the Port's marine terminal facilities by the Facility User, whether or not due to the Facility User's own act or omission and whether or not occurring on the marine terminal facility; (c) any breach, violation, or nonperformance of the regulations, rules, and terms of this tariff; (d) any damage caused by the Facility User on or to the marine terminal facility or other Port property; or (e) any spill, release, or discharge of pollution, invasive species, or hazardous materials into the air, land, groundwater, surface water or sediments at or in the vicinity of any of the Port's marine terminal facilities that are associated with or relate to, or are caused by, the Facility User, including but not limited to the Facility User's vessels, vehicles, equipment, or operations.

## 20. Application of Carrier Bills of Lading

It is hereby expressly agreed between the Port and each carrier using the Port's marine terminal facilities that as a condition and in consideration of using those facilities, the Port, as well as any and all of its employees, servants, agents and/or independent contractors (hereinafter as used in this paragraph, "Port Parties") used or employed in connection with the performance of any of the carriers' obligations under their various bills of lading (each a "B/L") shall be treated as and shall be express beneficiaries under those B/Ls through the inclusion of a Himalaya Clause in each carrier's B/L. As such, the Port and Port Parties shall have the benefit of all rights, defenses, exemptions from, or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any B/L or by law so that the Port and Port Parties shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves. Each carrier shall indemnify the Port and Port Parties from and against, and

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including, without limitation, reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such carrier fails to incorporate in its B/L, or through contract or otherwise fails to apply to the cargo, such rights, defenses, exemptions, and immunities and as a result the Port or any Port Parties are unable to take advantage of any such rights, defenses, exemptions, and immunities that would otherwise be available to the Port or Port Parties.

## **21. Excess Cargo Value**

Each carrier will indemnify the Port from and against, and reimburse the Port for, any liability, damage, and claim (and all expenses connected therewith, including, without limitation, attorneys' fees and costs) arising out of cargo loss or damage occurring on the marine terminal facilities in excess of \$500 per package lawful money of the United States, or in case of goods not shipped in packages per customary freight unit, if the shipper has declared a value in excess of \$500 per package or customary freight unit and paid to carrier a higher freight rate by reason of such excess value declaration.

## **22. Limits of Liability**

No provision contained in this tariff shall limit or relieve the Port from liability to the extent of its own negligence nor require any Facility User to indemnify or hold harmless the Port or Port Parties from liability to the extent of the Port's own negligence.

## **23. Sovereign Immunity**

To the extent any carrier calling the Port terminals has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process, such carrier hereby waives such immunity and agrees not to assert, by way of motion, as a defense or otherwise, in any suit, action or proceeding, the defense or claim of sovereign immunity, any claim that it is not personally subject to the jurisdiction of the above named courts by reason of sovereign immunity or otherwise, that it is immune from any legal process (whether through service of notice, attachment or arrest prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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improper, or that this tariff may not be enforced in or by such courts. Each carrier waives immunity from attachment or arrest of its vessels and property.

## **24. Responsibility for Demurrage and Delays Limited To The Extent Of The Port's Own Negligence**

### A. Demurrage

(1) Railroad Cars: The Port shall assume no responsibility for railroad car demurrage not caused by delays resulting from the Port's own negligence. Without proof of the Port's own negligence, demurrage caused by delays arising from strikes, slowdowns, or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.

(2) Vessels: The Port shall assume no responsibility whatsoever for any vessel demurrage, except to the extent caused by the Port's own negligence.

### B. Waiver of Charges for Delays

Delays in loading, unloading, receiving, delivering, or handling of cargo arising from strikes, slowdowns, or riots by any persons in the employ of the Port or in the services of others or arising from any other cause shall not entitle Facility Users to waiver of any terminal charges or expenses.

## **25. Responsibility for Loss, Damage and Delay of Merchandise and Cargo**

### A. Port's Responsibility Limited To The Extent Of Its Own Negligence

(1) The Port shall not be responsible for any loss, damage, or delay of merchandise, cargo, or containers which may arise from any cause beyond its direct authority and control, nor for any cause except for and to the extent of the Port's own negligence.

(2) Further, the Port, except for want of reasonable due diligence, shall not be liable for any personal injury,

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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damage, or loss (including, without limitation, damage to containers) that results from: (a) animals, insects, rodents, or vermin; (b) decay, deterioration, evaporation, shrinkage, or loss of quantity, quality, or value from inherent vice of product; (c) interruptions in electrical power, fire, frost, leakage, or discharge from fire protective sprinklers, oxidation, or rusting; (d) civil disorder, insurrection, terrorism, or riot; (e) strike, labor policies or practices, compliance with collective bargaining agreements, slowdown or labor stoppage whether or not agents or the employees of the Port are involved; (f) delay caused by shortage of qualified labor; or (g) wind, flood, earthquake, governmental action, war, acts of God, or other causes of similar nature.

B. Port's Responsibility During Free Time Period Limited

(1) Except as limited by specific provisions in this tariff, liability for loss, damage or delay to merchandise during free time periods as specified in this tariff shall be limited as set forth in the ocean carrier's receipt or B/L.

C. Responsibility as Warehouseman

(1) Except as limited by specific provisions, liability for loss, damage or delay to merchandise, cargo, or containers while in the care, custody, or control of the Port at any time other than the free-time periods specified in this tariff shall be that of a warehouseperson only.

D. Valuation of Merchandise for Claims Purpose

(1) Any claims against the Port shall be based upon the actual cost of the merchandise plus freight and insurance, if paid. Claims for partial loss or damage of merchandise shall be prorated based upon the weight of the lost or damaged portion versus the entire shipment.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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## 26. Claims

### A. Loss or Damage Claims

- (1) Notice of claim against the Port for loss of or damage to merchandise, cargo, or containers including, but not limited to, indemnity claims, must be filed with the Port, in writing, within 180 days of the occurrence of the alleged loss of or damage to the merchandise, cargo, or containers. Commencement of an action shall be within 2 years of the occurrence of the alleged loss of or damage to cargo or merchandise.

### B. Recovery of Overcharge Claims

- (1) Claims for recovery of overcharges must be filed in writing with the Port within 12 months following the date of the invoice against which the overcharge is claimed.

## 27. U.S. Government Cargo - Quoting and Filing Rates and Charges

Rates and charges assessed by the Port for marine terminal facilities and/or services that are paid directly to the Port by the U.S. government may be quoted upon request. Those rates quoted shall be filed with the FMC prior to the Port's providing those marine terminal facilities and/or services.

## 28. Electrical Current

### A. Electrical Rates

- (1) The charge for electric service includes electric power at either Portland General Electric's or Pacific Power's current tariff rate, use of the power distribution system at the applicable terminal which includes use of portable transformers as available or necessary, common area lighting as well as related administration, services, and equipment. These charges are in addition to the charges for other services and equipment listed elsewhere in this tariff.

- (2) The Port will exercise reasonable care to provide



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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*

*Effective: 07/01/2016*



PORTLAND, OREGON

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adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service not occasioned by its tortuous conduct or that of its agents or employees.

- (3) Labor Services performed will be billed at tariff labor rates.

## **29. Fresh Water**

Fresh water will be furnished at tariff rates. Rates include the use of couplings, and hoses. Labor for water hooked up and/or disconnected will be billed at rates calculated from the labor rates table.

## **30. Disposal of Vessel's Oily Waste and Garbage**

Vessels requiring discharge of oily waste or garbage, as defined in Annex V of MARPOL 73/78, at the Port shall obtain the services of an oily waste or garbage hauler that meets all USCG and other government laws and regulations in effect at the time of the haul. The oily waste or garbage hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such oily waste or garbage hauler.

## **31. Materials and Supplies**

Materials and supplies furnished by the Port shall be billed at cost, plus 25%.

## **32. Rates for Cleaning Dock Area**

The service performed will be billed at the labor and equipment rates. In addition, disposal costs will be assessed the stevedore firms when they do not clear the dock areas of dunnage, stevedore gear, equipment, or material upon completion of loading or unloading of vessel.

## **33. Passenger Traffic Fee**

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to cruise ships.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*  
*Effective: 07/01/2016*



**PORTLAND, OREGON**

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When a cruise trip covers a continuous cruise on a vessel originating in and terminating in Portland, only one Passenger Traffic Fee applies, and will be the Passenger Traffic Fee calculated upon voyage origination or termination, whichever is greater.

For all cruise ship calls, a statement of passengers in transit, embarked and/or discharged at terminals will be furnished to the Port.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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## SECTION II - DOCKAGE RULES

### 1. Dockage Definition

The charge assessed against the vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

### 2. Basis For Establishing the Vessel's Length

Dockage charges shall be based upon the vessel's length overall as published in "Lloyd's Register of Shipping." Length overall shall be construed to mean the linear distance, expressed in meters or feet, from the most forward point of the bow to the aftermost point on the stern of the vessel, measured parallel to the baseline of the vessel. If the length overall of the vessel does not appear in "Lloyd's Register of Ships," the Port may obtain the length overall from the "Vessel's Register," or measure the vessel.

### 3. Dockage Period

The Dockage period is calculated by the period of time upon which dockage will be assessed and shall commence when the first line is made fast to a wharf pier, seawall, slip, or other mooring facility or when a vessel is made fast to a vessel so berthed; or when a vessel comes within, or moors within, a slip; and shall continue until such vessel is completely free (last line free) from and has vacated such berth or slip. No deductions will be allowed for Saturdays, Sundays, holidays, or because of weather or other conditions. Dockage periods are calculated in 24-hour periods beginning with the first line. Idle time from different dockage periods may not be accumulated to constitute a lay period. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth. When lay status is involved, the calculation of total dockage charges will be first based on the number of working periods and then lay periods, if any. For vessels charged dockage the data necessary to charge dockage (data sheet, statement of facts, or other) must be sent to the Port no later than 3 days after departure of the vessel. If this data is not received within the 3 days, a billing/rebilling fee will be assessed.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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## 4. Charge On Vessel Shifting

When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the Port, the total time at such berths will be considered together in computing the dockage charge.

## 5. Ocean-Going Barges

Ocean-going barges are considered within the definition of vessels.

## 6. Dockage Charge – Vessel on Lay Status

To qualify for 50% of the regular dockage rate, the vessel must be idle at its working berth waiting to discharge and/or load cargo. For vessels at a working berth which have operations interrupted for one or more consecutive 24-hour periods due to lack of cargo or labor availability, lay status may also be granted. The vessel must have attempted to and been willing to work these hours. Lay status requests at working berths should be received by the Port prior to vessel departure.

To qualify for 25% of the regular dockage rate the vessel must be idle at a non-working berth. A vessel may be permitted to moor at idle port marine terminal berths when such berths are available. Lay status for non-working berths must be submitted by agent to the Port, Operations Director, or their designee prior to vessel arrival on berth. If the request is not received prior to the vessel arrival on berth a billing/rebilling fee will be assessed. Upon approval, copy of request will be forwarded to Billing Department who will apply lay rates. If no approval is granted by the Port, the Billing Department will apply dockage at the full dockage rates.

Lay status MAY be granted when berths are available and at the discretion of the Port's Operations Director or their designee. Upon vessel's departure from berth, agent will submit Vessel Activity Report, Supercargo Report, Statement of Facts, or other official documentation describing activity of loading/discharge pertinent to vessel stay, to the Port's Billing Department to aid in application of lay status. Such vessels and unmanned barges shall be charged 50% or 25% of the applicable dockage charge.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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For vessels on lay status for 10 consecutive days and longer or vessels performing ship maintenance work upon written permission from the Port's Operations Director or their designee, prior to the idle period, a special lay status may be granted when berths are available.

## 7. Dockage Charge – Tug Boats on Lay Status

Lay status, which is defined as waiting for a berth to discharge and/or load cargo, take on provisions, or make repairs, may be permitted to moor at idle Port marine terminal berths when such berths are available. Lay status may be granted with a written request to the Port and written permission from the Port prior to the idle period. Lay status MAY be granted when berths are available and at the discretion of the terminal manager. Tug boats which are granted lay status will be charged per 24-hour period or fraction thereof. The first 12-hour period will be free, and then lay status charges will begin.

## 8. Berth Assignments

Berth Assignments will be issued at the sole discretion of the Port to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

## 9. Vessels Required to Obtain Berth Assignments

No vessel will be permitted to berth at a wharf or marine terminal facility of the Port without a prior berth assignment being granted by the Port. Applications for berth assignments must be made as far in advance of the arrival of vessel as possible, must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged, and must include fully completing the Port's Berth Reservation Form or Layberth Request Form found at the end of this Tariff document or at <http://www2.portofportland.com/Marine>.

## 10. Vessels Required to Vacate Berths

The Port reserves the right to order a vessel to shift its position at a wharf, to change berths, or to vacate a berth when:

- A. Not actually engaged in loading or discharging cargo.
- B. When occupying a berth beyond the time limitation named in the assignment permit.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

- C. When a vessel holding an agreement granting the preferential use at that berth at that time presents itself at the berth.

Any vessel refusing or failing to shift, change berth, or vacate berth at request of the Port may be shifted or moved by the Port by means of a tug or otherwise, with all expenses incurred and all risk of damage for the account of such vessel.

## **11. Rafts, Barges, Scows, or River Craft**

Rafts, barges, scows, or river craft may not be moored to wharves or piers or tied up to any vessel berthed without express permission of the Port, which may be issued by e-mail.

## **12. Ship Maintenance Work**

Limited ship maintenance work may be allowed at any marine terminal facility upon prior written permission from the Port. No spray painting or sandblasting of vessels will be permitted. Dockage rates for ship maintenance will be subject to negotiation and written agreement with the Port. A completed Berth Reservation Form, Proof of Insurance, and Work Plan must be submitted to the Port of Portland Operations Director or their designee for consideration of the request, prior to granting of written permission. Any ship undergoing maintenance must possess a valid Certificate of Financial Responsibility and it must be on file with USCG. Any entity performing ship maintenance work must provide the Port with proof of insurance prior to the commencement of work.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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## SECTION III - BREAKBULK RULES

### 1. Service and Facilities Charge

The Port does not assess service and facilities charges at its marine terminal facilities. Fees for special services will be billed based on the services provided.

### 2. Direct Transfer Rates

Direct transfer rates apply against cargo loaded or discharged by vessels directly to or from open top railroad cars or self-propelled vehicles.

### 3. Oversight Operation

Oversight rates apply against cargo that is loaded or discharged by vessels direct to or from water or barge.

### 4. Wharfage

Wharfage is a charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge, or lighter) when berthed at wharf or when moored in a slip adjacent to a wharf. Wharfage is the charge for use of a wharf and does not include charges for any other service. The tariff rate charged will be that rate in effect on the date the vessel arrives for cargo operations.

#### A. Wharfage Assessment

Wharfage will be assessed subject to the following provisions:

- (1) **Basis for Assessing Wharfage:** Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest. Rates are per K/T unless otherwise stated in individual tariff items. When the wharfage rate unit of measure is expressed in either C/Ms or K/Ts, the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

---

manifested on a unit basis, the wharfage will be billed on weight or measurement, whichever creates the greater revenue.

- (2) Wharfage Assessed Against River Barge Traffic: Wharfage is not assessed against cargo on river barges originating at or destined to points on the Willamette, Columbia, Snake, or Clearwater River systems. This rule applies only if the Port has already assessed wharfage on the affected cargo in its prior movement or if the Port will assess wharfage on subsequent movement of the cargo through the Port. Movements include foreign, domestic offshore trade, inter-coastal, and coastwise.
- (3) Wharfage Assessed Against Direct Transfer Services-Open Railcars or Trucks: All cargo moved directly from open railcars or trucks to vessels, or vice versa, is subject to full wharfage assessment. See specific item categories for rates.
- (4) Wharfage Assessed Against Oversight Vessel Operations: Cargo discharged or loaded oversight a vessel directly to or from another vessel, barge, raft, or the water, while the vessel is berthed or moored in a wharf slip, will be assessed wharfage at one-half the normal wharfage rates. This rule will not apply in cases when any other specific "oversight" tariff rate is applicable.
- (5) Exceptions: Ship's stores, repair materials, and supplies, when intended for a vessel's own use, will be exempt from assessment of wharfage unless Port employees are required to receive and account for such supplies or stores on the wharf.
- (6) Dunnage, Lining Lumber, and Fuel: Dunnage for use in stowing cargo not loaded at Port wharves, lining lumber used in lining vessels for shipment of bulk commodities (as distinguished from dunnage lumber used in ordinary stowage), and fuel processed over the wharves are subject to wharfage and other appropriate charges.
- (7) Minimum charge: The minimum wharfage charge for any single B/L is \$10.00.



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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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## 5. Control of Tracks – Order for Railcars – Release of Railcars, Etc.

The control of tracks within the Port's marine terminal facilities is the responsibility of the stevedore. As such:

- A. All railcar orders must be placed with the marine operating stevedore of the appropriate facility.
- B. No railcars are to be set or placed at a Port marine terminal facility without the appropriate terminal operator's consent.
- C. Loaded railcars are not to be pulled from the terminals until specifically released by the appropriate terminal operator.

## 6. Services Conditional

The Port reserves the right to refuse to perform services in connection with processing of cargo owned by, consigned to, or received from, persons, firms, or corporations who are involved in strikes or labor disputes. Refusal by the Port to complete such services does not entitle owners, shippers, consignees, or carriers of such cargo to waiver any charges or costs incurred. Also, the Port is not liable for any claim(s) for damages arising out of its refusal. Should these services be performed by the Port, its employees, or agents, and completion of the service is delayed or hindered by picketing, by a labor "slowdown", or by similar circumstances, all charges and costs associated with the service will be nonetheless assessed according to the rates, regulations, and rules of this tariff.

## 7. Between Open Railcars and Vessel

Loading or unloading of cargo either by ship's gear, shoreside, or water cranes directly between a vessel and open top railroad cars placed alongside the vessel will be considered a direct transfer operation. Unless otherwise specified, cargo handled in this manner will not be assessed loading or unloading charges by the Port. However, charges for cleaning, dunnaging, blocking or unblocking cars will be charged. The Port is not responsible for either the overloading or improper loading of cars or for the count or condition of cargo when it is handled by direct transfer.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*

*Effective: 07/01/2016*



PORTLAND, OREGON

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## 8. Truck Loading and Unloading

### A. Definition and Conditions

Truck loading and unloading refers to the service of loading or unloading unitized cargo into highway trucks or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

## 9. Labor and Equipment

When rates for labor and equipment are not otherwise specified in this tariff, labor rates and equipment rates will apply.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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## SECTION IV - LABOR RULES

### 1. General Labor Rules Statements

#### A. Specific Labor and Equipment Rates

When services are performed by the Port or its agent for which no specific tariff rates are applicable, the labor charges for such services shall be billed on an hourly basis using the labor rates in this section. Equipment rates will be billed.

#### B. Dead Time

Billable dead time occurs when the Port is required to furnish labor for a specific service and such service is completed before the expiration of the required paid time under labor's working agreements. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

#### C. Standby Time

Billable standby time occurs when the Port is required to order labor for a specific service at a stated time and, through no fault of the Port, the service cannot begin or the service in progress is delayed. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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## SECTION V - EQUIPMENT RULES

### 1. Equipment Rules

- A. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter and at the convenience of the Port. Equipment is for use exclusively on Port marine terminal facilities.
- B. Rates named do not include operator or operational labor of any kind.
- C. Equipment will be charged for the billable period beginning with requested starting time and ending at the time of release. Crane standby time will be billed. The equipment will be billed at a minimum of 1 hour, and in 5-minute increments after the first hour. The period of time during an equipment failure, other than operator caused, shall not be assessed. The Port is not responsible for labor standby or dead time costs during downtime caused by equipment failure.
- D. The Port cranes are rigged for the purpose for which they are normally used. If the renter requests a change in the rigging, the full cost of that change and changing back to the original rigging will be borne by the renter. When rigging services are provided during weekend shifts, additional charges will be made for appropriate Longshore shift differential costs.
- E. Certain equipment listed is not available at all terminals and it is understood that the rates shall apply and the equipment shall be furnished only when and where the equipment is available. When equipment is transferred from one terminal to another terminal, the party requesting the transfer will bear the full cost of its transfer and return.
- F. Mechanical equipment cannot be brought into the Port's marine terminal facilities for use on the Port's terminals except when prior permission is granted by the Port. The right is reserved to refuse permission when the Port has available similar equipment or when equipment does not meet the approval of the Port.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)  
Effective: 07/01/2016*



PORTLAND, OREGON

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- G. Rates for equipment for non-cargo (e.g., construction) purposes as well as rates for less frequently used equipment will be furnished by the Port upon request.
- H. Crane Requests and Cancellations
  - (1) Requests for cranes must be made in writing in advance. Also, crane renters must provide legible vessel daily log when work is completed.
  - (2) Requests for cranes for weekday work must be received by 3 p.m. the day prior to when the crane is needed. Requests for cranes for weekend and holiday must be received by Friday at 3 p.m.
  - (3) Crane cancellations must be received by 3 p.m. the day prior regardless of weekend or weekday work.
  - (4) Crane renters will be billed for any labor costs incurred by the Port resulting from failure to cancel equipment orders by the specified time.
  - (5) Moving/respotting of cranes and other services will be billed according to the prevailing labor rates when travel is required to perform these services. During weekends and holidays all labor hours for this service will be billed at the mechanic's and electrician's OT rate. In addition, all call-out requests will be billed for a minimum of four hours based upon the prevailing labor rates.
- I. Wharfage and other tariff rates and charges will be assessed as appropriate in addition to all equipment rental rates.
- J. Any applicable sales tax arising as the result of the rental of equipment will be assessed in addition to all equipment rental rates.
- K. Equipment can only be operated by authorized and trained personnel. Renters must follow all equipment manufacturer standards and requirements while equipment remains in their care, custody and control.

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*



Effective: 07/01/2016

PORTLAND, OREGON

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## SECTION VI - STORAGE RULES

### 1. Free Time

#### A. Definition

Free time is the specific period of time cargo may occupy assigned space on Port marine terminal facilities free of storage charges. Free time can occur immediately prior to loading or after the discharge of such cargo from the vessel.

#### B. Allowances

- (1) For breakbulk cargo (undercover), free time of 10 days, excluding Saturdays, Sundays and legal holidays, will be allowed. The free time period will begin at 7 a.m. after receipt of cargo at the first place of rest or, if the cargo is discharged from the vessel, at 7 a.m. after the vessel completes discharge.
- (2) Cargo on open ground shall be allowed free time of 30 calendar days.
- (3) Gate access and availability to be agreed upon by Facility User and the Port in advance of shipment receipt.

#### C. Exceptions

- (1) Explosives, inflammable, and hazardous commodities shall be allowed the first business day free, then subject to tariff rate.
- (2) Excludes containers or Breakbulk handled at T6.
- (3) Salvaged or offensive cargo, if in damaged or offensive condition of any nature, may, at the option of the Port, be refused any free time and shall be subject to immediate loading or removal.
- (4) Extended free time: For larger than normal cargo shipments and upon shipper's request, the Port, or the terminal operator at their sole discretion, may grant time of up to 60 days beyond the regular free time allowance.

### 2. Terminal Storage

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*



Effective: 07/01/2016

PORTLAND, OREGON

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A. Definition

Terminal storage is the service of providing warehouse or other marine terminal facilities for the storing of in-transit cargo interchanged with or between water carriers at the Port when arrangements are entered into prior to the arrival of the cargo at the Port.

B. Conditions Governing Acceptance of Cargo for Storage

Storage of cargo interchanged with or between water carriers at the Port's marine terminal facilities at Portland, Oregon, will be permitted when space is available, providing arrangements are made prior to the arrival of the cargo. "Arrangements" are defined as a written request submitted to the Port by the prospective storer describing the cargo, type of storage required (covered, open, bonded), length of time storage will be necessary, and name and address of the party responsible for storage payment, and accepted by the Port no later than 24 hours prior to cargo's arrival.

If rehandling, repiling, shifting, or yarding of cargo is required for storage, it will be billed at the tariff labor rates and equipment rates. Invoices will be issued against the owner of the cargo at the time of move.

If drayage is required to make the cargo available for storage, the drayage expense will be in addition to any storage charges and will be invoiced to the owner of the cargo.

C. Responsibility for Storage Charges

Storage charges shall be assessed against the owner of record for cargo in storage on the first day of the month for which the storage charges accrue. It shall be the responsibility of the cargo owner to notify the Port in writing whenever a change of title takes place giving the complete name and address of the new owner and the date title change takes place.

D. Computing Monthly Storage Charges and Bonded Storage

Storage charges are payable in advance and will be computed on the following basis after the expiration of free time:

- (1) Cargo that becomes subject to storage charges during the first 15 days of a month shall, for the balance of the month, be assessed a full month's storage. Cargo subject to storage charges on or after the 16<sup>th</sup> day of a month shall, for the balance of the month, be assessed a half month's storage. Thereafter, cargo remaining in storage on the first day of each succeeding calendar month shall be

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*



Effective: 07/01/2016

PORTLAND, OREGON

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assessed the applicable monthly storage rate.

E. Cargo Removal

The Port reserves the right to have any cargo stored on its premises for a period of four (4) months or longer removed from its premises. If the owner of record fails to remove his cargo within 30 calendar days after notification requesting its removal, the Port may have the cargo removed from its premises with all costs incident to its removal and any subsequent storage elsewhere borne by the owner of the cargo.

F. Small Lot Fee

A charge will be assessed against inbound wood products and iron or steel for B/Ls below 20 metric tons.



# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

## PART 2: RATES

### SECTION I – GENERAL RATES

Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>138.000 Maritime Fire &amp; Safety Association</b>			
138.000	MFSA	Per arrival	Current fee posted on <a href="http://www.mfsa.com">www.mfsa.com</a>
<b>1000.000 Fresh Water Service</b>			
1000.002	Water Consumption	100 cubic feet or fraction thereof	<b>3.94</b>
<b>1010.000 Electrical Service</b>			
1010.003	Electrical current rates	Per Watt Hour	<i>These rates shall be those rates lawfully on file with the Oregon Public Utilities Commission.</i>
1010.004	Labor services	Labor hour	<i>Performed in connection with providing electrical current services.</i>  <i>This service will be billed based on appropriate labor rates.</i>
<b>1040.000 Security</b>			
1040.010	Security identification card fee – Initial/Renewal	Per card issued	<b>0.00</b>
1040.011	Security identification card fee – 1 <sup>st</sup> Replacement	Per card issued	<b>50.00</b>
1040.012	Security identification card fee – 2 <sup>nd</sup> Replacement	Per card issued	<b>75.00</b>

# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

1040.013	Security identification card fee – 3 <sup>rd</sup> Replacement In addition to fee, beyond 3 replacements require meeting with Marine Security Manager and completion of security training.	Per card issued	<b>100.00</b>
1040.020	Port security fee Vessels	Per dockage day per vessel	<b>900.00</b>
<b>1090.000 Passenger Traffic Service</b>			
1090.050	Passengers embarking/disembarking to/from vessel or pier	Passenger	<b>10.00</b>
1090.060	Cruise Ship Embarking and/or Disembarking Passenger Traffic Fee	Per passenger per call	<b>10.00</b>
1090.070	Cruise Ship In Transit Passenger Traffic Fee	Per passenger per call	<b>10.00</b>
<b>1095.000 Fendering System or Piling Damage Repairs</b>			
1095.061	Wooden pilings	Piling	<b>2,288.00</b>
1095.062	Chocks and whales	L/F	<b>192.00</b>
1095.063	Sleeved steel piling	Piling	<b>Varies. Based on actual cost.</b>
<b>1200.000 Rail Storage and/or Track Rental</b>			
1200.100	Storage track rental <b>[Note:</b> one-month minimum, billed in one-month increments]	L/F per month	<b>0.85</b>
1200.200	Unauthorized storage of railroad cars <i>Unless otherwise provided in a lease or other agreement, no person, tenant, railroad shall allow its non-intermodal railroad cars to be serviced, stored, or remain on a Port marine terminal. Without first obtaining the specific written permission from the Port, such person, tenant, or railroad shall be assessed a charge.</i>	Railroad car per day	<b>20.00</b>

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# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

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## SECTION II - DOCKAGE RATES

Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>2010.000</b>	<b>Billing/Rebilling Fee</b>		
2010.010	Charged when the Port does not receive billing information in a timely manner. Usually for a delay in receiving a Statement of Facts or Late Request for lay status.	EA	277.00

# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

## Dockage Rate Tables - Facilities - Regular/Lay Berth

Vessel Length Overall								
Item Number	In Meters		In Feet		Dockage Rates (\$)			
	Over	But Not Over	Over	But Not Over	Regular ---.150	Lay ---.151 50% Working Berth	Lay ---.152 25% Non- Working Berth	
2100.---	-	107	-	351	1,694.00	847.00	424.00	
2105.---	107	114	351	374	2,102.00	1,051.00	526.00	
2110.---	114	122	374	400	2,312.00	1,156.00	578.00	
2115.---	122	130	400	426	2,558.00	1,279.00	640.00	
2120.---	130	137	426	449	2,845.00	1,423.00	712.00	
2125.---	137	145	449	475	3,066.00	1,533.00	767.00	
2130.---	145	152	475	498	3,366.00	1,683.00	842.00	
2135.---	152	160	498	524	3,821.00	1,911.00	956.00	
2140.---	160	168	524	551	4,106.00	2,053.00	1,027.00	
2145.---	168	175	551	574	4,456.00	2,228.00	1,114.00	
2150.---	175	183	574	600	4,949.00	2,475.00	1,238.00	
2155.---	183	191	600	626	5,645.00	2,823.00	1,412.00	
2160.---	191	198	626	649	6,562.00	3,281.00	1,641.00	
2165.---	198	206	649	675	7,470.00	3,735.00	1,868.00	
2170.---	206	213	675	698	8,428.00	4,214.00	2,107.00	
2175.---	213	221	698	725	9,762.00	4,881.00	2,441.00	
2180.---	221	229	725	751	11,171.00	5,586.00	2,793.00	
2185.---	229	236	751	774	12,678.00	6,339.00	3,170.00	
2190.---	236	244	774	800	14,229.00	7,115.00	3,558.00	
2195.---	244	259	800	849	16,342.00	8,171.00	4,086.00	
2200.---	259	274	849	898	18,600.00	9,300.00	4,650.00	
2205.---	274	290	898	951	20,950.00	10,475.00	5,238.00	
2210.---	290		951		See Note 2	See Note 2	See Note 2	
2215.---	<b>Tug Boats: Lay---.151 = \$321.00</b>							

- Note 1** An additional dockage period shall not be assessed when a vessel departs from the Port within 60 minutes of a subsequent dockage period after the first full period.
- Note 2** Vessels exceeding 290 meters in length will be charged an additional \$2,380.00 for each 15 meters or portion thereof length in excess of 290 meters, or for each 49 feet or portion thereof of length in excess of 951 feet.
- Note 3** Rate per 24-hour period or fraction thereof.
- Note 4** Long Term Dockage rates of period greater than 30 days shall be subject to quote, following written request to the Port.

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# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

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## SECTION III - BREAKBULK RATES

Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>3050.000</b>	<b><i>Liquid Bulks</i></b>		
3050.251	Wharfage	S/T	Contact for quote
3050.252	Wharfage - overside	S/T	Contact for quote
<b>3300.000</b>	<b><i>Cargo NOS</i></b>		
3300.251	Wharfage	K/T or CM	Contact for quote
3300.252	Wharfage - overside	K/T or CM	Contact for quote
<b>3400.000</b>	<b><i>Dry Bulks</i></b>		
3400.100	Wharfage	per 1,000 MBF	Contact for quote

# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

## SECTION IV - LABOR RATES

OTHER LABOR SERVICES							
			Tariff Sub-Item Number				
*Refer to Sub-Item No.			.600	.605	.625	.630	.635
*Item Number	Labor Classification	Occupation Code	1st Shift	2nd Shift	Over Time	3rd Shift	3rd Shift or Weekend Overtime
6500.000	Security Officers (Minimum 4-hour pay)		\$70.00	N/A	\$94.00	N/A	N/A
6530.000	Electrician		\$88.00	\$89.75	\$119.50	\$90.25	\$151.00
6540.000	Other (Includes plumbers, boilermakers, carpenters, laborers, operating engineers, and painters)		\$92.00	\$93.75	\$119.50	\$94.25	\$147.00
6550.000	Landscape Gardeners		\$53.00	N/A	\$72.50	N/A	N/A

**Note 1** Labor will be billed in 30-minute increments unless otherwise specified.

**Note 2** 1st Shift - Covers work performed by:  
 -Electricians: between 7AM and 3:30PM, excluding holidays  
 -Other crafts: between 7AM and 3:30PM, M-F, excluding holidays

**Note 3** 2nd Shift - Covers work performed by:  
 -Electricians: between 4:00PM and 12:00AM, excluding holidays  
 -Other crafts: not regularly assigned

**Note 4** Overtime - Covers work performed by:  
 -Electricians: in excess of 8 hours per day for first 5 days of an employee's work week  
 -Other crafts: any time outside of 1st shift, M-F; 4-hour minimum required  
 -Security: in excess of 8 hours per day; 4-hour minimum required

**Note 5** 3rd Shift - Covers work performed by:  
 -Electricians: not regularly assigned  
 -Other crafts: not regularly assigned

**Note 6** Weekend Overtime - Covers work performed by:  
 -Electricians: on 6th and 7th days of an employee's work week, and holidays  
 -Other crafts: on Saturday, Sunday, and holidays; 4-hour minimum required

**Note 7** Labor rates do not include equipment charges used by the crafts to perform work. Equipment charges will be applied as additional cost when utilized.

# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

## SECTION V - EQUIPMENT RATES

Item Number	Equipment Description	Unit of Measure	Rate (\$)
<b>7000.700 Cranes</b> <i>(Note: Cranes provided at T2 require a 4-hour minimum)</i>			
7030.710	Hitachi Gantry Crane - T2 <i>- When used for noncellurized, conventional, breakbulk vessels or river barges</i>	Hour	578.00
7040.720	Crane beam or cargo hook change to/from another crane	Change Weekday	281.00
7040.725	Crane beam or cargo hook change to/from another crane	Change Weekend	377.00
<b>7200.000 Clamshell Bucket</b>			
7200.700	Clamshell bucket	MT	1.00
<b>7400.000 Railcar Moves</b>			
7402.713	Rail car mover <i>-if maintained by renter</i>	Day	150.00
<b>7600.000 Other Equipment</b>			
7600.100	Street Sweeper/Vacuum	Hour	100.00
7600.105	Street Sweeper/Vacuum	Day	700.00
7600.110	40' Manlift	Hour	50.00
7600.115	40' Manlift	Day	300.00
7600.120	60' Manlift	Hour	50.00
7600.125	60' Manlift	Day	300.00
7600.130	135' Manlift	Hour	150.00
7600.135	135' Manlift	Day	1,200.00
7600.140	Backhoe	Hour	50.00
7600.145	Backhoe	Day	400.00

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# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

Item Number	Equipment Description	Unit of Measure	Rate (\$)
7600.150	Crane 22 Ton Grove	Hour	100.00
7600.155	Crane 22 Ton Grove	Day	700.00
7600.160	Lift Truck	Hour	20.00
7600.165	Lift Truck	Day	150.00
7600.170	12 yard Dump Truck	Hour	100.00
7600.175	12 yard Dump Truck	Day	700.00
7600.180	Asphalt Crack Fill Machine	Hour	75.00
7600.185	Asphalt Crack Fill Machine	Day	500.00

Notes below are for 7600.000 – Other Equipment only.

- Note 1** Port equipment in this category is not for rent or use by outside parties.
- Note 2** All equipment usage rates are for charges while Port of Portland marine maintenance personnel are operating. Special exceptions may apply.
- Note 3** Rates are in addition to Port Operator labor rates.
- Note 4** Day rates are based on an 8-hour day.



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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*

 PORT OF PORTLAND

Effective: 07/01/2016

PORTLAND, OREGON

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## SECTION VI - STORAGE RATES

<b>8200.000 Dry Bulks, Liquid Bulks, Cargo NOS</b>
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All cargo storage rates will be billed on the basis of short tons/40 cubic feet or kilotons/cubic meters units of measure. Please contact for quote.
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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*



Effective: 07/01/2016

PORTLAND, OREGON

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## ***PART 3 – MISCELLANEOUS AND FORMS***

### **SECTION I - TERMS AND MEASUREMENTS**

#### **List of Abbreviation and Reference Marks Used in this Tariff**

% .....	Percent
B/L .....	Bill of Lading
CBP .....	Customs and Border Protection
C/M .....	Cubic Meter
FMC .....	Federal Maritime Commission
K/T .....	Kiloton(s)
M&R.....	Maintenance and Repair
MBF .....	Thousand Board Feet
MT .....	Metric Ton
NOS.....	Not Otherwise Specified
OT .....	Overtime
S/T .....	Short tons (2,000 pounds)

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*



Effective: 07/01/2016

PORTLAND, OREGON

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## Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

<u>US Equivalent</u>	<u>Metric Equivalent</u>
1.0 ..... Pound	0.4536..... Kilogram
2.2046 ..... Pounds	1.0 ..... Kilogram
100.0 ..... Pounds(U.S.-CWT)	45.359..... Kilograms
2,000.0 ..... Pounds (Short Ton)	907.2 ..... Kilograms
2,204.6 ..... Pounds	1,000.0..... Kilograms (1 Metric Ton/Kiloton)
2,240.0 ..... Pounds (Long Ton)	1,016.04 ..... Kilograms
1.0 ..... Inch	2.54 ..... Centimeters
1.0 ..... Foot	0.3048..... Meter
1.0 ..... Yard	0.9144..... Meter
3.2808 ..... Feet	1.0 ..... Meter
1.0 ..... Square Foot	0.0929..... Square Meter
10.76 ..... Square Feet	1.0 ..... Square Meter
1.0 ..... Cubic Foot	0.0283..... Cubic Meter
35.3147..... Cubic Feet	1.0 ..... Cubic Meter
40.0..... Cubic Feet	1.1327..... Cubic Meters
1.0..... Barrel (42 Gallons)	158.9873 ..... Liters
36.576 ..... Cubic Feet (water)	1.0 ..... Metric Ton (water)
36 ..... Cubic Feet (water)	1.0 ..... Long Ton (water)

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# TERMINAL TARIFF NO. 8

(Cancels and replaces Terminal Tariff No. 7)



Effective: 07/01/2016

PORTLAND, OREGON

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## Metric Conversion Table

To Find	Given	Multiply	X
Kilograms .....	Pounds	Pounds .....	0.4536
Pounds .....	Kilograms	Kilograms.....	2.2046
Metric Tons .....	Short Tons	Short Tons .....	0.9072
Metric Tons .....	Long Tons	Long Tons .....	1.0160
Short Tons .....	Kiloton/Metric Tons	Metric Tons.....	1.1023
Long Tons .....	Metric Tons	Metric Tons .....	0.9842
Cubic Meters .....	Measurement Tons (40 CF)	Measurement Tons .....	1.1327
Measurement Tons (40 CF)...	Cubic Meters	Cubic Meters.....	0.8828
Square Feet .....	Square Meters	Square Meters .....	10.76
Square Meters .....	Square Feet	Square Feet.....	0.0929
Cubic Feet.....	Cubic Meters	Cubic Meters.....	35.3147
Cubic Meters .....	Cubic Feet	Cubic Feet .....	0.0283
Cubic Meters .....	MBF (Thousand Board Feet)	MBF .....	2.3597
MBF (Thousand Board Feet) .....	Cubic Meters	Cubic Meters.....	0.4238
Acres .....	Hectares	Hectares .....	2.47
Hectares .....	Acres	Acres .....	0.4046
Miles .....	Kilometers	Kilometers.....	0.62
Kilometers .....	Miles	Miles.....	1.609
Square Feet .....	Acres	Acres.....	43,560

**Note: The equivalents and metric conversion tables page is for information only. Not on file with the FMC.**

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# TERMINAL TARIFF NO. 8

*(Cancels and replaces Terminal Tariff No. 7)*

 PORT OF PORTLAND

*Effective: 07/01/2016*

PORTLAND, OREGON

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## SECTION II - FORMS

Continued on next page.

# TERMINAL TARIFF NO. 8

(Cancels and Replaces Terminal Tariff No. 7)



Effective: 07/01/16

PORTLAND, OREGON

**FORM**  
**Application for Vessel Berth Reservation**  
 Page 1 of 2  
 (See Notes and Conditions)

Reservations of a Berth is requested at the Port of Portland

			Date	
Vessel	Voyage No	LOA	ETA	ETD
Vessel Owner/Line		Berth Desired		
Vessel Charterer				
To Load <i>(Commodity Type and Amount)</i>		To Discharge <i>(Commodity Type and Amount)</i>		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

**Notes and Conditions**

**Note 1:** This Application for Vessel Berth Reservation, and vessel berthing hereunder, is subject to all provisions of the Port's Terminal Tariff No. 8 ("Tariff"), including without limitation all terms, conditions, rates, charges, rules and regulations contained in the Tariff, and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation. Each Vessel Owner/Line, Vessel Charterer, and other Applicant hereunder shall be deemed a Facility User under the Tariff.

**Note 2:** Each application and work plan will be reviewed by the Port on a case-by-case basis to determine whether, in the Port's judgment, the applicant is financially responsible and has demonstrated that the work will be performed in compliance with environmental standards. The proposed work and monitoring requirements will be evaluated. The Port reserves the right to deny permission to perform the work; to order the discontinuance of the work altogether, or stop a particular job, as the Port determines is necessary.

**Supplement to Application for Vessel Berth Reservation**

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount
1. Dockage – Regular		
2. Dockage – Layberth		
3. Wharfage		
4. Vessel Security Fees		
5. MFSA Fee		
6. Man-Hour/Equipment Rental		
7. Misc. (Water, Phone Electricity, etc.)		
8. Other _____		
<b>Total Estimated Charges: \$ _____</b>		

Pursuant to the instructions in Part I Section 18 of the Tariff, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessel, and attests to the accuracy of the information provided to the extent set forth in Part I Section 18 of the Tariff.

Date:	By:
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(Agent)

(As Agent Only)

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# TERMINAL TARIFF NO. 8

(Cancels and Replaces Terminal Tariff No. 7)



Effective: 07/01/16

PORTLAND, OREGON

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## FORM Application for Vessel Berth Reservation Page 1 of 2 (See Notes and Conditions)

### Acceptance of Financial Responsibility for Payment

In connection with the Application for Vessel Berth Reservation dated \_\_\_\_\_, 20\_\_\_\_, the undersigned hereby accepts responsibility, on its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port Charges Line Item(s) No. \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Name of Company) (Authorized Signature)

Category of Port Charges Line Item(s) No. \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Name of Company) (Authorized Signature)

Category of Port Charges Line Item(s) No. \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Name of Company) (Authorized Signature)

### For Port Use Only

Application Received By:	Time/Date:
Application Approved By:	Time/Date:
Berth Assigned:	Vessel ETA:
Special Crane or Cargo Handling Equipment Required:	