
TERMINAL TARIFF NO. 7



Port of Portland

Portland, Oregon

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PARTICIPANTS

Participants to the Rates, Charges, Rules and Regulations in this Tariff are:

- A. THE PORT OF PORTLAND
- B. COLUMBIA GRAIN, INC.
- C. STEVEDORING SERVICES OF AMERICA (SSA)
- D. MARINE TERMINALS CORPORATION (MTC)

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MISCELLANEOUS INFORMATION

List Of Abbreviations And Reference Marks Used In This Tariff

%	Percent
B/L	Bill of Lading
BBL	Barrel
BDL	Bundle
BF	Board Foot (feet)
C/F	Cubic Foot (feet)
C/M	Cubic Meter
CDC	Cargo Distribution Center
CFR	Code of Federal Regulations
CFS	Container Freight Station
CWT	Hundredweight (100 pounds)
CY	Container Yard
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
F.M.C.	Federal Maritime Commission
Ft.	Foot (feet)
K/T	Kiloton(s)
KD	Knocked down
KG	Kilogram(s)
KWH	Kilowatt Hour
L/F	Linear Foot (feet)
L/T	Long Ton(s)
Lbs.	Pounds
M	Thousand
MBF	Thousand Board Feet
Meas.	Measurement
Mo.	Month
N/A	Not Applicable
NOS	Not Otherwise Specified
O.T.	Overtime
P.O.T.	Penalty Overtime
Pkg.	Package(s)
R/T	Revenue Ton(s)
S.R.Y.	Ship Repair Yard
S.T.	Straight time
S/T	Short tons (2,000 pounds)
Sq. Ft.	Square Foot (feet)
SU	Set up
TPT	Throughput
Viz.	Specifically or namely
Wt.	Weight

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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>U.S. 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)

METRIC CONVERSION TABLE

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	x 0.4536
Pounds	Kilograms	Kilograms	x 2.2046
Metric Tons	Short Tons	Short Tons	x 0.9072
Metric Tons	Long Tons	Long Tons	x 1.0160
Short Tons	Kiloton/Metric Tons	Metric Tons	x 1.1023
Long Tons	Metric Tons	Metric Tons	x 0.9842
Cubic Meters	Measurement Tons (40 CF)	Measurement Tons	x 1.1327
Measurement Tons (40 CF)	Cubic Meters	Cubic Meters	x 0.8828
Square Feet	Square Meters	Square Meters	x 10.76
Square Meters	Square Feet	Square Feet	x 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	x 35.3147
Cubic Meters	Cubic Feet	Cubic Feet	x 0.0283
Cubic Meters	MBF (Thousand Board Feet)	MBF	x 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	x 0.4238
Acres	Hectares	Hectares	x 2.47
Hectares	Acres	Acres	x 0.405
Miles	Kilometers	Kilometers	x 0.62
Kilometers	Miles	Miles	x 1.609
Square Feet	Acres	Acres	x 43250

THE EQUIVALENTS AND METRIC CONVERSION TABLES PAGE FOR INFORMATION ONLY. NOT ON FILE WITH FMC.

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APPLICATION FOR VESSEL BERTH RESERVATION

(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 (Commodity Type and Amount/No. of Containers)		To Discharge (Commodity Type and Amount/No. of Containers)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

Notes and Conditions

Note 1: Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port Tariff and to the timely filing of the State of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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.

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:	

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SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION

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

Note: Separate submission of this document is required when the vessel affreightment or part of the cargo differs from the terms of affreightment for any other part of the cargo.

Category of Port Charges	Party Responsible For Payment	Estimated Dollar Amount	For Port Use Only
1. Dockage			
2. Wharfage			
3. Service and Facility Charge/Overtime Diff. for Dock Supervisor			
4. Container Throughput			
5. Gate/Yard/Customs Exam Container Move			
6. Stuffing/Unstuffing/Transloading			
7. Barge Loading and Unloading			
8. Vessel & Yard Container Rehandling			
9. Standby and/or Downtime			
10. Man-Hour/Equipment Rental			
11. Rail/Truck Loading/Unloading			
12. Misc. (Water, Phone Electricity, Fire Protection Access, etc.)			
Total Estimated Charges \$		_____	

Pursuant to the instructions set forth on the reverse hereof, 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 Paragraph 2C on the reverse side hereof.

Date:	(Berthing Agent)	By:	(As Agent Only)
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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 later case a copy of such writing is physically attached hereto.

Category of Port Charges Line Item(s) No.	For Port Use Only
(Name of Company)	(Authorized Signature)
Category of Port Charges Line Item(s) No.	
(Name of Company)	(Authorized Signature)
Category of Port Charges Line Items(s) No.	
(Name of Company)	(Authorized Signature)

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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 113 in the Port of Portland Tariff No. 7, amendments and reissues thereto, 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 shown on the reverse, completed in accordance with, and otherwise governed by, the terms and conditions set forth below:

1. Except where and to the extent waived pursuant to Paragraph 2 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.
2. 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 party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port; and
 - A) That party responsible has established credit worthiness acceptable to the Port; or
 - B) Adequate security, acceptable to the Port, in an amount equal to 125 percent (125%) of the applicable estimated port charges, has been posted; or
 - C) The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
3. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the reverse of this form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible therefore. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information herein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing 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.
4. Should the berthing 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 Supplement to Application for Vessel Berth Reservation with the Port.
5. All estimates of port charges are subject to approval and/or adjustment by the Port.
6. The Port shall, promptly after receipt of this form, advise the berthing 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.
7. 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.

It is understood and agreed that by using the Port of Portland's terminals and other facilities, the user agrees to abide by all the terms and conditions set forth in the Port's Terminal Tariff No. 7 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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SECTION 1 – GENERAL RULES AND MISCELLANEOUS RATES

Rules

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

101.0 **Application of Tariff**

101.1 **Effective Date** - this tariff shall be effective on and after the effective date as shown on each page.

101.2 **Notice to Public** - This tariff is notice to the public that the rates, charges, rules and regulations contained herein apply to all users without specific notice or quotation.

101.3 **Port Scale Weights Prevail** - The Port will issue a weight certificate when the weight of a shipment is unknown, required or requested. If the difference between the Port's weight certificate and the weight provided by the vessel is greater than ten percent (10%), then the Port's certified scale weight will apply for all Port charges.

101.4 **Reservation of Agreement Rights** - The Port reserves the right to enter into agreements with common carriers, shippers and/or their agents concerning rates and service providing such agreements are consistent with existing local, state and national regulations.

101.5 **Specific Commodity Rates Prevail** - Rates provided for specific commodities will prevail over Not Otherwise Specified (NOS) rates or any general commodity rate. When no specific or NOS rates are set forth in this tariff, such charges shall be based on a time, equipment and materials basis.

101.6 **Use of Facilities Deemed Acceptance of Tariff** - Use of the Port's marine terminal facilities shall be deemed an acceptance of this tariff along with all the specified terms and conditions contained herein. It is the responsibility of the user to be aware of the physical characteristics of the facilities (see Rule 113.2, Terms of Payment).

102.0 **Piling Damage Replacement** - Vessels will be responsible for and charged for the replacement of any pilings damaged during their 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 piling (see Item 1095.000).

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103.0 **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 written permission from the Port. Those permitted to perform services shall apply, as well as adhere to, this tariff and any additions, revisions, or supplements.

104.0 **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 5684, Bellevue, Washington 98006.

105.0 Definitions

105.1 **Containerized Cargo** is any cargo which is shipped in ocean carrier's marine containers (see Section 4).

105.2 **Containers** are defined as containers, rigid or collapsible, with or without wheels, of such type, size and construction as to meet the requirements in the ocean carrier's tariff.

105.3 **Holiday** is any legal holiday proclaimed by state or national authority or designated by applicable collective bargaining agreements.

105.4 **Point or Place of Rest** is that area on the terminal facility assigned for receipt of inbound cargo from the vessel and for receipt of outbound cargo for vessel loading.

105.5 **Unitized Cargo** is that cargo prepared or packed for routine handling with Port mechanical equipment.

106.0 Conditions for Acceptance, Retention or Delivery of Cargo

106.1 **Right to Exclude Explosives, Nuclear Materials, Hazardous and Inflammable Commodities** - At the Port's option, subject to federal, state and city regulations, special arrangements may be made to process explosive, nuclear materials, hazardous or inflammable commodities or materials at the marine terminal facilities.

106.2 **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. In addition, the Port can refuse to allow vessels to discharge:

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106.2.1 Cargo, for which previous arrangements for space, receipt, unloading or handling have not been made with the Port by the shipper, consignee or carrier.

106.2.2 Cargo deemed extremely offensive, perishable or hazardous.

106.2.3 Cargo not in packages or containers suitable for ordinary handling incidental to its transportation.

106.3 Right to Remove, Repack or Recondition, Repile and Transfer Cargo

106.3.1 At the Port's option, cargo remaining on the terminals after expiration of the free time (see Rule 800.0) and cargo shut out at clearance of the vessel may be piled or repiled to make space; transferred to other locations within the terminals; or relocated to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee or carrier.

106.3.2 At the Port's sole discretion, cargo considered hazardous, offensive, or by its nature liable to damage other cargo, can be either removed from the terminal, repacked, or the original packaging may be reconditioned. All expense and risk of loss or damage will be that of the owner, shipper, consignee or carrier. These expenses include, but are not limited to, surveying, reconditioning, containment, government fines or assessments, and additional labor or equipment requirements.

106.4 **Right to Sell Cargo** - The Port may sell at public or private sale, any cargo on which the owner fails to or refuses to pay terminal charges. The proceeds of the sale are to be applied first to the cost and expense of sale and thereafter to the charges. Cargo of a perishable nature or of a nature liable to damage other cargo or property may be sold at public or private sale without advertising.

106.5 **Right to Withhold Delivery** - The Port reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.

107.0 **Information to be Supplied to the Port** – The Port may require such information as is reasonably available for the efficient conduct of its operations, including without limitation the following:

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- 107.1 **Manifests** - Masters, owners, agents or operators 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 addition, manifests should identify bills of lading as mini - landbridge, microbridge or Overland Common Point (OCP), as applicable, for assessment of proper tariff rates. In lieu of manifests, certified cargo lists, copies of ocean bills of lading, 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 of the vessel's arrival at the Port's marine terminal facilities.
- 107.2 **Vessel Stowage Plan** - Must be received five days prior to vessel arrival.
- 107.3 **Dangerous Cargo List** - Must be received prior to vessel arrival.
- 107.4 **Refrigerated Container List** - Must be received prior to vessel arrival.
- 108.0 **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 at the beginning of this tariff. The billing rates will reflect the conversion from 1 kiloton or cubic meter basis to a short ton or 40 cubic foot basis, respectively.
- 109.0 **Safety** – All users of Port facilities shall be in compliance with all applicable health and safety laws and regulations, including without limitation the Occupational Safety and Health Act (OSHA) and/or the Pacific Marine Safety Code governing Longshore safety.
- 110.0 **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/owner(s)/operator(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) 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 berthing until the deficiency is corrected, acceptable to the USCG.

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111.0 The Maritime Fire and Safety Association - The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of this Association is to enter into contracts with local fire districts and other safety organizations along these river systems, and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill contingency plans for oceangoing vessels calling in these river systems after July 1, 1992. The Association levies a charge of \$60 per oceangoing or deep draft vessel for each initial arrival at a participating Association member's location within the Columbia River.

All references to the levy of the \$60 charge by the Association are for informational purposes only. This charge is not imposed for the furnishing of any terminal facilities and is not related to the receiving, handling, storing or delivering of property.

112.0 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 US Coast Guard regulation 33CFR 105, the Port of Portland will assess against and collect from ocean going vessels, their owners, or operators 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 terminals which the Port provides security. For containers the charge will be per full container both import and export. Note empties will not be accessed this fee. For non-container vessels the charge will be assessed per dockage day.

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.

113.0 Charges and Payment

113.1 Collection and Guaranty of Charges

113.1.1 Wharfage, Loading and Unloading, and Miscellaneous Charges:

113.1.1A Wharfage, loading and unloading and miscellaneous charges shall be assessed to the owner of the cargo when they are not absorbed by the ocean or inland carriers.

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113.1.1B 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 owners, or operators (see Rule 113.2).

113.1.2 Service and Facilities Charges:

113.1.2A The service and facilities charges shall be billed to and paid by the vessel, its owners, or operators. This rule applies even when the contract of affreightment establishes the responsibility for payment between the parties. The term "Contract of Affreightment" refers to tariff rate, charter party, ocean rate or any other rate arrangements under which the vessel transports cargo. Allocation or adjustment of the amount of these charges between vessel and cargo shall be made solely by the parties to the contract of affreightment and not by the Port.

113.1.2B The overtime differential, related to overtime shifts while the vessel is in port, shall be billed to the vessel, its owner or operator (See Rule 600.5).

113.1.2C Cargo received by the Port from an inland carrier which is not delivered to a vessel, but instead is delivered to an inland truck or rail carrier, shall be assessed the Service & Facilities Charge. These Service & Facilities Charges will be billed to the owner of the cargo unless absorbed by the ocean carrier.

113.2 Terms of Payment - Use of Port facilities or service is conditioned upon satisfactory assurance 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.

113.3 Requirements for Payment in Advance

The Port may require payment in advance for the following:

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

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113.3.2 Before cargo leaves the custody and control of the terminal 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.

113.3.3 For all services provided on perishable cargo, cargo of doubtful value, and household goods.

113.4 **Payment Terms are Cash** - Port customers, prior to the use of facilities or services, may receive extended payment terms, provided they have established credit worthiness or have posted adequate security acceptable to the Port. Conditions under which extended payment terms may be granted are outlined in the Supplement to Application for Vessel Berth Reservation as shown at the beginning of this tariff under Miscellaneous Information.

In the case of delay or failure to pay invoices 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.

113.5 **Delinquent Invoices** - Invoices issued by the Port are due and payable upon presentation. Invoices not paid within thirty (30) days of the due date shall bear a delinquency charge of eighteen percent (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 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 additional collection expenses, including attorney fees and costs necessary to effect collection, may also be assessed.

113.6 **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.

114.0 Insurance and Indemnification

114.1 **Insurance** - Every party using Port marine terminal facilities shall obtain and maintain insurance in the type applicable to cover bodily injury and property

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damage arising out of their work at or upon the terminal facilities. The following insurance coverage must be secured:

- 114.1.1 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, Jones Act coverage (if applicable) is required in an amount not less than \$1,000,000. Employer's Liability insurance is also required in an amount not less than \$1,000,000.
- 114.1.2 Commercial General 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. Coverage should include liability assumed under contract, broad form property damage covering property in the insured's care, custody, and control. This insurance shall include 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.

Every party shall submit to the Port certificate(s) of insurance as evidence of the required coverage. Such insurance shall name the Port as an additional insured as respects their use of Port facilities and 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.

- 114.2 **Indemnification; Reimbursement for Damage** - Except to the extent limited by Rule 114.3, every party using Port marine terminal facilities ("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 the marine terminal facility 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; or (d) any damage caused by the Facility User on or to the marine terminal facility. For purposes of this Rule 114.2(a) through (d), "Facility User" shall

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be deemed to include Facility User and Facility User's respective partners, officers, directors, agents, employees, invitees and/or contractors.

- 114.3 **Himalaya Clause** - It is hereby expressly agreed between the Port and each Carrier using the Port's 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 shall be treated as and shall be express beneficiaries of those Bills of Lading. 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 Bill of Lading 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 reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such Carrier fails to incorporate in its bill of lading, 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.
- 114.4 **Excess Cargo Value** - Carrier will indemnify the Port from and against, and reimburse the Port for, any liability, damage and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of cargo loss or damage occurring on the Terminal 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.
- 114.5 **Limits of Liability** - No provision contained in this tariff shall limit or relieve the Port of Portland from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port or Port Parties from liability for the Port's own negligence.

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114.6 **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 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.

115.0 Responsibility for Demurrage and Delays

115.1 Demurrage - Railroad Cars or Vessels

115.1.1 Railroad Cars - The Port shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. 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.

115.1.2 Vessels - The Port shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

115.2 **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 owners, shippers, consignees, or carriers to waive any terminal charges or expenses.

116.0 Responsibility for Loss, Damage and Delay of Merchandise and Cargo

116.1 **Port's Responsibility Limited** - The Port shall not be responsible for any loss, damage or delay of merchandise or cargo (including but not limited to empty containers) which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence.

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Further, the Port, except for want of reasonable due diligence, shall not be liable for any personal injury, damage or loss (including without limitation damage to empty 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.

116.2 Responsibility During Free Time Period - 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 bill of lading.

116.3 Responsibility as Warehouseman - Except as limited by specific provisions, liability for loss, damage or delay to merchandise 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 warehouseman only.

116.4 Valuation of Merchandise for Claims Purpose - 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.

117.0 Claims

117.1 Loss or Damage Claims - Notice of claim against the Port for loss of or damage to cargo or merchandise, 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 cargo or merchandise. Commencement of an action shall be within two years of the occurrence of the alleged loss of or damage to cargo or merchandise.

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

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- 118.0 **Payment by the Port of Pacific Maritime Association (PMA) Tonnage Assessments** - The Port is responsible for the stevedoring function of an ocean carrier. That ocean carrier may ask the Port to pay their PMA tonnage assessments. The carrier shall furnish the Port with the revenue tons loaded and discharged, for both general cargo and bulk cargo, on each vessel that they request the Port pay their tonnage assessments to PMA. The Port will bill the carrier for these assessments as a separate amount in addition to all other published tariff rates and charges. The Port will pay PMA after it has first received payment from the carrier.
- 119.0 **U.S. Government Cargo - Quoting and Filing Rates and Charges** - Rates and charges assessed by the Port of Portland for 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 Federal Maritime Commission prior to the Port's providing those facilities and/or services.
- 120.0 **Electrical Current**
- 120.1 **Electrical Rates** - The charge for electric service includes electric power at either Portland General Electric's or Pacific Power and Light'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.
- 120.2 The Port will exercise reasonable care to provide 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.
- 120.3 **Labor Services** performed will be billed at tariff labor rates shown in Section 6 (see Item 1010.004, Labor Services, for electrical hookup).
- 121.0 **Fresh Water** - Fresh water will be furnished at tariff rates (see Item 1000.000). Rates include use of couplings, hoses and labor required between 7 a.m. and 3:30 p.m. Monday through Friday excluding holidays. Labor for water hooked up and/or disconnected during other hours will be billed at rates calculated from labor tables in Section 6.
- 122.0 **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 of Portland shall obtain the services of an oily waste or garbage hauler that meets all Coast Guard and other Government laws and regulations in effect at the time of the haul.

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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.

- 123.0 **Sorting Lumber** - Lumber received by the Port will be sorted by mark or length as requested by the steamship line. When a mark must be retrieved from the pile prior to vessel loading, the service performed will be billed at labor and equipment rental rates shown in labor and equipment rates in Sections 6 and 7 (see Item 1030.000).
- 124.0 **Materials and Supplies** - Materials and supplies furnished by the Port shall be billed at cost plus 15 percent.
- 125.0 **Rates for Cleaning Dock Area** - The service performed will be billed at the labor rates and equipment rates shown in Sections 6 and 7 (see Item 1060.010). 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 discharging of vessel.
- 126.0 **Passenger Traffic Fee** - In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to cruise ships (see Item 1090.050).

When the trip covers a continuous cruise on a vessel from Portland returning to Portland, one fee only applies.

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Miscellaneous Rate Tables

Item Number	Commodity Description	Operation	Unit of Measure	Rate
1000.000	Fresh Water Services - Refer to Rule 121.0			
1000.002	Water Consumption Note: Labor per Tariff rate in section 6, item number 6540.		100 Cubic Feet or Fraction Thereof	\$1.98
1010.000	Electrical Service - Refer to Rule 120.0			
1010.003	Electrical current rates			<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 per Section 6.</i>
1040.000	Security - Refer to Rule 112.0			
1040.010	Security identification card fee		Per Card Issued	\$20.00
1040.020	Port Security Fee - Vessel		Per Dockage Day Per Vessel	\$600.00
1040.021	Port Security Fee – Full Container		Per Full Container – Import/Export	\$2.00
1090.000	Passenger Traffic Service - Refer to Rule 126.0			
1090.050	Passengers embarking or disembarking from/to vessel or pier.		Passenger	\$7.00
1095.000	Fendering System or Piling Damage Repairs - Refer to Rule 102.0			
1095.060	Concrete pilings	Damage Repair	Piling	\$7,274.80
1095.061	Wooden pilings	Damage Repair	Piling	\$1,786.80
1095.062	Chocks and whales	Damage Repair	L/F	\$97.00
1095.063	Sleeved Steel Piling	Damage Repair	Piling	\$5,416.95

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SECTION 2 – DOCKAGE RULES AND RATES

- 200.0 **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.
- 201.0 **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 Ships." 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.
- 202.0 **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 (see 205.0 Dockage Charge Vessels on Lay Status), 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.
- 203.0 **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.
- 204.0 **Ocean-Going Barges** are considered within the definition of vessels.

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205.0 **Dockage Charge - Vessels 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 Port of Portland, Operations Manager **prior to** vessel arrival on berth. Upon approval, copy of request will be forwarded to Billing Department who will apply lay rates. If no approval is granted by the Port of Portland, 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 Manager. 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 Port of Portland 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 shown on page 2-4. For grain elevators, dockage rates shown on page 2-5 for regular and lay status only apply with no further discount. See Rule 202.0 and note 3 on pages 2-4 and 2-5.

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 Manager prior to the idle period, a special lay status may be granted when berths are available.

206.0 **Dockage Charge - Tug Boats On 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 (see Items 2215.151 and 2415.151). The first 12-hour period will be free, then lay status charges will begin.

207.0 **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. Preferential use of berths and cranes at Terminal 6 is available to ocean carriers through contractual arrangements with the Port and take precedence over all other berth assignments (see Rule 209.0).

208.0 **Vessels Required To Obtain Berth Assignments** - No vessel will be permitted to berth at a wharf or 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 and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged. The application for Vessel Berth

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Reservation form is shown on Pages iv through vi (Miscellaneous Information) of this tariff.

209.0 **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:

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

210.0 **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.

211.0 **Ship Maintenance Work** – Limited ship maintenance work may be allowed at any Marine Terminal upon 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. A completed Berth Application Form, Proof of Insurance and Work Plan must be submitted to Port of Portland, Marine Operations, Fax Number 503-240-2009, 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 United States Coast Guard. Any entity performing ship maintenance work must provide the Port with proof of insurance as required under General Rule 114.1, prior to the commencement of work.

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Dockage Rate Tables - Facilities – Regular/Lay Berth (for Lay Status see Rule 205.0)

Vessel Length Overall					
Item Number	In Meters		In Feet		Dockage Rates <i>See Notes 1&3</i>
	Over	But Not Over	Over	But Not Over	Regular ----.150
2100----	-	107	-	351	1,262.00
2105----	107	114	351	374	1,566.00
2110----	114	122	374	400	1,723.00
2115----	122	130	400	426	1,907.00
2120----	130	137	426	449	2,118.00
2125----	137	145	449	475	2,284.00
2130----	145	152	475	498	2,508.00
2135----	152	160	498	524	2,847.00
2140----	160	168	524	551	3,060.00
2145----	168	175	551	574	3,320.00
2150----	175	183	574	600	3,689.00
2155----	183	191	600	626	4,206.00
2160----	191	198	626	649	4,890.00
2165----	198	206	649	675	5,566.00
2170----	206	213	675	698	6,279.00
2175----	213	221	698	725	7,276.00
2180----	221	229	725	751	8,324.00
2185----	229	236	751	774	9,446.00
2190----	236	244	774	800	10,602.00
2195----	244	259	800	849	12,178.00
2200----	259	274	849	898	13,858.00
2205----	274	290	898	951	15,610.00
2210----	290		951		See Note 2
2215----	Tug Boats: Lay---.151 = \$240.00				

Note 1: An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

Note 2: Vessels exceeding 290 meters will be charged an additional \$1,788 for each 15 meters or portion thereof of 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 part thereof.

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Dockage Rate Tables - Facilities – Grain Elevators Only - Regular/Lay Berth

Vessel Length Overall						
Item Number	In Meters		In Feet		Dockage Rates See Notes 1,3 & 4	
	Over	But Not Over	Over	But Not Over	Regular ----.150	Lay ----.151
2300----	-	107	-	351	2,262.00	1,131.00
2305----	107	114	351	374	2,813.00	1,406.00
2310----	114	122	374	400	3,094.00	1,547.00
2315----	122	130	400	426	3,434.00	1,717.00
2320----	130	137	426	449	3,812.00	1,906.00
2325----	137	145	449	475	4,106.00	2,053.00
2330----	145	152	475	498	4,515.00	2,257.00
2335----	152	160	498	524	5,116.00	2,558.00
2340----	160	168	524	551	5,509.00	2,755.00
2345----	168	175	551	574	5,979.00	2,990.00
2350----	175	183	574	600	6,648.00	3,324.00
2355----	183	191	600	626	7,571.00	3,786.00
2360----	191	198	626	649	8,806.00	4,403.00
2365----	198	206	649	675	10,017.00	5,009.00
2370----	206	213	675	698	10,773.00	5,386.00
2375----	213	221	698	725	12,238.00	6,119.00
2380----	221	229	725	751	13,996.00	6,998.00
2385----	229	236	751	774	15,876.00	7,938.00
2390----	236	244	774	800	17,830.00	8,915.00
2395----	244	259	800	849	20,477.00	10,238.00
2400----	259	274	849	898	23,296.00	11,648.00
2405----	274	290	898	951	26,249.00	13,125.00
2410----	290		951		See Note 2	See Note 2
2415----	Tug Boats			See note 4		235.00

Note 1: An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

Note 2: Vessels exceeding 290 meters will be charged an additional \$2,881 (\$1,441 for Lay Berth) for each 15 meters or portion thereof of 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 part thereof.

Note 4: For Lay Status, the first 12-hour period will be free, then lay status charges will begin.

Note 5: In the event that the vessel requests and the grain elevator chooses not to work weekends or holidays the vessel will be granted lay status. See Rule 201.0.

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SECTION 3 – BREAKBULK RULES AND RATES

300.0 **Service And Facilities Charge** - Service and facilities charges are assessed against ocean vessels, their owners, or operators for the use of terminal working areas which are used in the receipt and delivery of cargo to and from vessels. These charges are also assessed for services provided in connection with the transfer of cargo related to receipt, delivery, checking, care, custody and control. Rates apply to services performed between 8 a.m. and 5 p.m., Monday through Friday, except holidays. For tariff rates assessed during other hours, see Section 6.

300.1 Transfer of cargo includes container movement from vessels to consignees, or connecting carriers, as well as transfer of cargo from shippers, or connecting carriers, to vessels.

300.2 These services will not be billed when the service and facilities charge has already been included in wharfage, dockage, or any other individual tariff rates.

300.3 No persons other than those authorized by the Port will be permitted to perform these services.

300.4 Service and facilities charges do not include labor expended for cargo handling, loading, unloading operations, or any labor beyond that which is essential to performing the service.

300.5 The service and facilities charges will be assessed at the rates in effect on the vessel arrival date.

300.6 Checking services include counting and verification of cargo against appropriate shipping documents. This service will be billed to the account of the cargo, the vessel, or other person requesting the service. Checking will not include grading, scaling, surveying, weighing, marking, segregating, sampling or supplying any information that cannot be obtained by visual inspection of the package, case or container.

RESPONSIBILITY LIMITED - In performing the service of checking, the Port will not accept responsibility for concealed damage or for the condition of contents in packages, cases, or other containers whether or not receipts issued so state.

300.7 Cargo received from an inland carrier that is not delivered to a vessel, but instead is delivered to an inland truck, rail, or barge carrier, will be assessed the Service & Facilities Charge. In these instances, the Service & Facilities Charge will be billed to the owner of the cargo unless absorbed by the ocean carrier.

300.8 Should individual piece count of the contents be required, rates for less than one kiloton (K/T) shall apply.

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- 300.9 For the purpose of applying Service and Facilities rates on unitized cargo, the weight per unit shall be determined by dividing the weight by the number of units when on the ocean bill of lading.
- 300.10 **Domestic Offshore Trade** is cargo carried on ocean-going barges for the Alaska and Hawaii trade.
- 300.11 Service and facility charges will be assessed for all direct transfer operations to and from rail car and/or truck as well as overside to or from barge.
- 301.0 **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.
- 302.0 **Overside Operation** - Overside rates apply against cargo that is loaded or discharged by vessels direct to or from water or barge.
- 303.0 **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 cargo is received.
- 303.1 **Wharfage Assessment** - Wharfage will be assessed subject to the following provisions:
- 303.1.1 **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 kiloton unless otherwise stated in individual tariff items. When the wharfage rate unit of measure is expressed in either cubic meters (C/M) or kilotons (K/T), the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is manifested on a unit basis, the wharfage will be billed on weight or measurement, whichever creates the greater revenue.
- 303.1.2 **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.

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- 303.1.3 **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.
- 303.1.4 **Wharfage Assessed Against Overside Vessel Operations:** Cargo discharged or loaded overside 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 "overside" tariff rate is applicable.
- 303.1.5 **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.
- 303.1.6 **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.
- 303.1.7 **Minimum Charge:** The minimum wharfage charge for any single bill of lading is \$10.00.
- 304.0 **Railcar Loading And Unloading** - The Port provides the service of loading or unloading railroad cars. Charges are assessed against the cargo when not paid by carriers. (See Rule 113.0.) These services include sorting, breaking down from piles, and piling.
- 304.1 Tariff rates for this service are in kilotons unless otherwise stated.
- 304.2 The description in Rule 304.0 is a departure from the definition prescribed for railcar loading and unloading in F.M.C. Docket No. 875, General Order No. 15 which reads as follows: "The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from terminal facilities."
- 304.3 If the dimensions, weight or nature of the cargo necessitates the use of equipment other than normal lift trucks, railcar loading and unloading service will be billed on a time and equipment basis at tariff labor rates in Section 6 and equipment rental rates in Section 7.
- 305.0 **Railcar Blocking** - Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates for labor in Section 6 and equipment rental rates in Section 7. Materials used will be billed at cost plus 15 percent.

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- 306.0 **Control Of Tracks - Orders For Railcars - Release Of Railcars, Etc.** - The control of tracks within the Port terminals is the responsibility of the Terminal Operator. As such:
- 306.1 All railcar orders must be placed with the marine terminal operator of the appropriate facility.
 - 306.2 No railcars are to be set or placed at a Port marine terminal facility without the appropriate terminal operator's consent.
 - 306.3 Loaded railcars are not to be pulled from the terminals until specifically released by the appropriate terminal operator.
- 307.0 **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 (see Rules 115.0, 116.0, and 117.0). 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.
- 308.0 **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.
- 309.0 **Truck Loading and Unloading**
- 309.1 **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 of Portland 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.
 - 309.2 **Direct Transfer Between Trucks and Vessels** - When permitted by the ocean carrier, a direct transfer operation, as defined in Rule 301.0, may be permitted between vessel and open-top motorized equipment. Unless otherwise specified, cargo handled in this manner will not be assessed loading or unloading charges. However, charges for cleaning, dunnage, blocking or unblocking vehicles will be

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assessed. The Port will not be responsible for overloading or improper loading of vehicles. In addition, the Port will not be responsible for the count, condition, or out turn of cargo when it is handled by direct transfer.

309.3 Application of Rates - Truck loading and unloading rates apply when the Port performs the service and when cargo is tendered in loads which can be routinely handled by forklift equipment. Rates are stated in kiloton unit of measure unless otherwise provided in individual tariff items. Rates apply to services performed between 8 a.m. and 5 p.m., Monday through Friday, except holidays. For tariff rates assessed during other hours, see Section 6.

309.3.1 When arrangements are made with the Port in advance, truck loading or unloading services may be performed on a daily basis, with forklift equipment rental rates specified in Section 7 and labor rates in Section 6.

309.3.2 Truck loading services will be invoiced to the cargo owner, and truck unloading services will be invoiced to the truck line, unless the Port receives specific instructions to the contrary prior to providing these services.

309.3.3 If truck loading or unloading services or pallet holding assistance are required for non-unitized cargo, services will be billed at tariff labor rates in Section 6 and equipment rental rates in Section 7.

309.3.4 If the dimensions, weight or nature of the cargo tendered for truck loading or unloading necessitates use of equipment other than normally available lift trucks, the service will be billed at tariff labor rates in Section 6 and equipment rental rates in Section 7.

310.0 Domestic Distribution Cargo

310.1 Definition - Domestic Trade is cargo carried on ocean-going barges for the Alaska and Hawaii trade.

311.0 Labor and Equipment - When rates for labor and equipment are not otherwise specified in this tariff, labor rates in Section 6 and equipment rates in Section 7 will apply.

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ITEM NO.	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
3050.000	Liquid Bulks			
3050.251	Wharfage	Direct Transfer	S/T	\$3.97
3050.252	Wharfage	Overside	S/T	\$1.98
3050.321	Service and Facility	Direct Transfer	S/T	\$1.41
3050.311	Service and Facility	Overside	S/T	\$0.46
3300.000	Cargo NOS	<i>See Rules 300.8 & 300.9</i>		
3300.251	Wharfage		K/T or C/M <i>See Rule 303.1.1</i>	\$10.42
3300.252	Wharfage	Overside	K/T or C/M <i>See Rule 303.1.1</i>	\$5.21
3300.301	<u>Service and Facility:</u>	To/From Dock		See Note 1
3300.311	Service and Facility	Overside	K/T	\$2.73
3300.321	Service and Facility	Direct Transfer	K/T	\$4.75

Note 1: Service and Facility charges, rail load/unload and truck load/unload fees will be quoted upon request. This service is not provided on a daily basis for breakbulk cargo at the Port of Portland facilities.

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SECTION 4 – CONTAINER CARGO RULES AND RATE TABLES

400.0 General Definitions

- 400.1 **Containers** - Containers are rigid or collapsible, with or without wheels, of such type, size and construction as to meet requirements outlined in ocean carrier's tariff.
- 400.2 **Containerized Cargo** - Containerized Cargo is any cargo which is shipped in ocean marine containers.
- 400.3 **Container Yard (CY)** - The location designated within the marine container terminal where:
 - 400.3.1 Containers in transit between vessel and inland carrier are held or assembled; and
 - 400.3.2 Loaded or empty containers are received from or delivered to inland carriers.
- 400.4 **Vessel Rehandling** - Vessel rehandling is separate from and in addition to vessel throughput. It applies to containers that do not transit the CY and are not billed as throughput.
 - 400.4.1 The single movement of a container from a vessel slot or cell to another position in stowage on the same vessel and voyage is classified as vessel rehandling.
 - 400.4.2 The movement of a container from cell to dock or deck and then later to cell on the same vessel and voyage is a separate move different and distinct from a cell to cell operation as outlined in Rule 400.4.1.
- 400.5 **Yard Rehandling** - Yard rehandling is defined as extra movement of containers within the container facility. These rehandles include sorting, extra stacking or unstacking, extra movement to or from chassis, and extra movements to or from holding locations. The tariff for rehandling applies each time an extra movement is required to provide whatever services are requested by the customer. The rehandle rate is stated in Item 4321.810.
- 400.6 **Gate Ins And Outs** - This service refers to receipt or delivery of containers at the gate, as well as loading or unloading of containers or chassis to inland carrier's equipment that is specifically located within the Container Yard and is not associated with a throughput move. This service also includes container stacking, unstacking, loading or unloading of inland carrier's equipment that is not held in a specified yard location or is not being held for vessel dispatch.
- 400.7 **Transshipped** - This service refers to containers that are discharged from one vessel and loaded to another vessel of the same steamship line at the same terminal.

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- 400.8 **Rolled** - A container is considered rolled if the booking changes from one vessel to another (or from one Port to another) once the container is received into the yard. The Rolled Container Fee will apply for all rolled containers, whether or not the container is moved. The Rolled Container rate is stated in Item 4323.810 and 4323.815. Charges are assessed against the booking carrier.
- 401.0 **Throughput** - The term "throughput" denotes the single movement of a container between vessel stowage on a cellular vessel and inland carrier and incorporates the following:
- 401.1 Rates cover receipt or delivery of inland carriers' containers between 8 a.m. and 5 p.m., Monday through Friday, excluding holidays.
 - 401.2 Throughput includes the use of working areas, facilities and utilities at the terminal, and services in connection with receipt, delivery, checking, care, custody and control required by vessel in the transfer of containers and/or chassis.
 - 401.3 Opening and closing hatches within capacity of container crane.
 - 401.4 Planning stowage of containers on board vessel, that is subject to final approval and acceptance by the vessel. After such acceptance, the vessel shall be solely responsible for stowage and vessel stability.
 - 401.5 Lashing/unlashing during stowage operations, using a maximum of six longshoremen per gang. A half-hour grace period will be granted after the vessel loading/discharge operation is completed to allow for completion of lashing before any billing for dead time will apply.
 - 401.6 Documentation Requirements
 - 401.6.1 For outbound cargo, documentation requirements include dangerous cargo list, reefer container list, final stowage plan, and any exceptions list.
 - 401.6.2 For inbound an out-turn report if required.
 - 401.6.3 Any additional documentation as may be necessary for the Port to carry out its responsibilities.
 - 401.7 A single sequence of sorting and stacking empty and loaded containers as may be specified by the vessel.
 - 401.8 External visual inspection of empty and loaded containers and reporting promptly as to any visual damage or defect.
 - 401.9 Planning layout of containers and chassis in CY.

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- 401.10 Providing guards and protective security. Note that if our Government Agencies make changes to security requirements changes to our tariff may be required.
- 401.11 Expediting and tracing containers and chassis located in the CY and special holding areas.
- 401.12 Liaison for container movement with U.S. Customs, other officials, agents, employees, representatives and customs' broker for the vessel.
- 401.13 Weighing outbound containers received in full via truck to be loaded onto vessels, river barges, or rail at Port facilities, as may be required. Also includes providing vessel with a list of all container weights.
- 401.14 Ordering railway cars and liaison with railroad, inland carrier and trucking companies.
- 401.15 All necessary maintenance, sanitary, janitorial and cleanup services on the wharf and at the CY. Removal of ice and snow from wharf, roadways and paved areas is provided at the discretion of the Port.
- 401.16 Berthing and spotting of vessels (no lines handling or pilotage).
- 401.17 Ordinary receiving and delivery documentation which may include the following documents using standard Port-prepared form:
 - 401.17.1 Equipment interchange report (EIR), for containers entering or leaving Port marine terminal facilities and control.
 - 401.17.2 Daily activity report and daily on-hand inventory report.
- 401.18 Any additional labor services required shall be performed on the basis of labor and equipment rates per Sections 6 and 7, and materials plus 15 percent.
- 401.19 Throughput excludes any labor, services or facilities where charges are included in wharfage, dockage, storage or other individual charges.
- 401.20 Throughput excludes specialized rigging for containers which cannot be routinely accommodated by the container crane's lifting devices.

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402.0 Wharfage

402.1 **Definition** - Wharfage is a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to/from water, barge or lighter) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

The wharfage rate charged will be that rate in effect on the vessel cargo departure date.

402.2 **Wharfage Assessment** - Wharfage will be assessed subject to the following provisions:

402.2.1 Basis for Wharfage

- Wharfage shall be considered earned and will be assessed whether or not the cargo is eventually loaded to a vessel.
- Wharfage rates will be based on the commodity description and classification as described in the vessel manifest.
- Partial container loads will be assessed at the full container wharfage rates.
- Wharfage for container sizes not shown will be assessed at the next higher container size shown.
- Cargo shall be considered containerized cargo for wharfage purposes if at any time during its transport across Port facilities the cargo is within a container.

402.2.2 **Overloaded Containers** - Overloaded containers that are removed from the Port for partial unloading and then returned to the Port shall be assessed a single wharfage charge on that cargo shipped.

402.2.3 **River Barge Traffic** - Wharfage shall not be assessed on containerized cargo moving on river barges that both originates at and is destined to points on the Willamette, Columbia, Snake, or Clearwater River systems, providing that wharfage is assessed by the Port on that cargo in its prior or subsequent foreign, domestic offshore, intercoastal, or coastwise movement through the Port.

402.2.4 **Exceptions** - Ship's stores, fuel handled overside to a vessel and repair materials and supplies, when intended for a vessel's own use, will be exempt from assessment of container wharfage unless Port employees are required to receive for such supplies or stores on the wharf.

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402.2.5 **Transshipped Containers** - Containers transshipped from one container vessel to another container vessel of the same steamship line at the same terminal shall be assessed a single wharfage charge (Item 4010.000).

403.0 **Labor from Outside Area** - When, at the vessel's request, labor is ordered from outside the Portland area, extra costs, such as travel and subsistence cost incurred, shall be for the vessel's account.

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ITEM NUMBER	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
4000.000	Container Throughput	See Notes 1 & 2		
4000.000	Vessel Stevedoring			
4000.500	Monday - Friday, Excluding Holidays	1st & 2nd Shift	Container	\$193.00
4000.541	Weekends and Holidays	1st & 2nd Shift	Container	\$205.00
4000.520	Third Shift	3rd Shift	Container	\$210.00
4010.000	Transshipped Containers (Stevedoring)	See Notes 1 & 2		
	From one container vessel to another container vessel of the same steamship line			
4010.500	Monday - Friday, Excluding Holidays	1st & 2nd Shift	Container	\$268.00
4010.510	Weekends and Holidays	1st & 2nd Shift	Container	\$278.00
4010.520	Third Shift	3rd Shift	Container	\$284.00
	- Rates apply when a container is placed in the yard directly from the first vessel and not moved until loaded to the second vessel.			
4050.000	Vessel Rehandling (Cell-to-Cell Rehandles)	See Notes 1 & 2		
	Cell-To-Cell Rehandles			
4050.500	Monday - Friday, Excluding Holidays	1st & 2nd Shift	Container	\$136.00
4050.510	Weekend and Holidays	1st & 2nd Shift	Container	\$148.00
4050.520	Third Shift	3rd Shift	Container	\$153.00

Note 1: Rates apply to loaded or empty containers.

Note 2: The rate charged will be for the more expensive shift worked.

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ITEM NUMBER	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
4060.000	Vessel Rehandling	See Notes 1 & 2		
	Cell-to-Dock-to-Cell or Dock-to-Cell-to-Dock			
4060.500	Monday - Friday, Excluding Holidays	1st & 2nd Shift	Container	\$268.00
4060.510	Weekend and holidays	1st & 2nd Shift	Container	\$278.00
4060.520	Third shift	3rd Shift	Container	\$285.00
4070.000	Surcharge For Over Height/Overwidth Containers			
4070.900	When Over Height Crane Beam (Automatic) Used		Container	\$146.00
4070.901	When Salvage Hooks (Manual) Used		Container	\$226.00
4333.845	Pre-Mounting Over-Dimensional Containers	Pre-Mount	Container	\$146.00
4100.000	Wharfage			
4100.210	Wharfage Per Full Container	Fulls	Container	\$83.00
4100.220	Wharfage Per Empty Container	Empties	Container	\$62.00
4200.000	Container/Chassis Storage			
4200.100	Storage Per Empty Container The first 7 calendar days are free	Empties	Per Day	\$2.50
4200.300	Storage Per Chassis Above agreed upon allocation	Chassis	Per Day	\$2.50

Note 1: Rates apply to loaded or empty containers.

Note 2: The rate charged will be for the more expensive shift worked.

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ITEM NUMBER	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
4300.000	Miscellaneous Containers Moves – and Extra Moves Involving Truck - Terminal 6			
	Shift 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays			
4310.800	Receipt - Empty	Truck Gate In	Container	\$48.00
4310.801	Delivery - Empty	Truck Gate Out	Container	\$48.00
	- <i>Refer to Rule 400.4</i>			
4310.802	Receipt – Sale box and off hires	Truck Gate In	Container	\$48.00
4310.803	Delivery – Sale box and off hires	Truck Gate Out	Container	\$48.00
4320.802	Receipt - Full	Truck Gate In	Container	\$134.00
4320.803	Delivery - Full	Truck Gate Out	Container	\$134.00
	<i>(Includes Wharfage)</i> - <i>Refer to Rule 400.4</i> - <i>If a container is taken off dock for the purposes of a custom's exam & return, only one gate charge will be assessed.</i>			
4321.810	Yard Rehandling – Full/Empty or Chassis	Yard Rehandle	Container/ Chassis	\$49.00
4322.101	Full in from truck and full out to truck	Extra Move	Container	\$268.00
4322.102	Full in from truck and full out to rail	Extra Move	Container	\$184.00
4322.103	Full in from truck and full out to barge	Extra Move	Container	\$120.00
4322.151	Empty in from truck and empty out to truck	Extra Move	Container	\$96.00
4322.152	Empty in from truck and empty out to rail	Extra Move	Container	\$98.00
4322.153	Empty in from truck and empty out to barge	Extra Move	Container	\$126.00
4360.101	Full in from rail and full out to truck	Extra Move	Container	\$184.00
4360.151	Empty in from rail and empty out to truck	Extra Move	Container	\$98.00
4404.850	Full in from barge and full out to truck	Extra Move	Container	\$120.00
4406.850	Empty in from barge and empty out to truck	Extra Move	Container	\$126.00
4322.805	Late Gate Charge	Extra Move	Container	\$145.00

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4322.810	Overtime Gate Surcharge for weekend, 2 nd & 3 rd shifts. Receipt and/or Delivery. Extended hours at Port's discretion.	Truck Gate in	Container	\$120.00
- Requires a minimum of 40 containers for receipt and delivery or 10 containers for receipt only and containers are to remain on chassis, for nights and weekends.				
4322.820	Overtime Gate Surcharge for Monday – Friday Day shift ILWU Holiday Gate. Gate to be open on Holidays at the Ports discretion SSL's are responsible for monitoring the movement of their containers	Truck Gate In Truck Gate Out	Container/ Chassis	\$20.00
4323.810	Rolled Container Fee before terminal cutoff (See Note 1)	Rolled Container	Container	\$30.00
4323.815	Rolled Container Fee after terminal cutoff (See Note 1)	Rolled Container	Container	\$90.00
Note 1:	Terminal Cutoff – At this time the terminal may lock out Electronic Data Interface (EDI) between itself and a Steam Ship Line (SSL) Operator. The terminal cut-off shall be set at 25 hours in advance of the start of the actual working shift of the vessel. (Effective 3/1/05).			

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ITEM NUMBER	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
4350.000 Rail Yard Operations - Terminal 6				
	<ul style="list-style-type: none"> - A minimum guarantee of 140 containers are required for all weekday second shifts, and weekend first and second shifts. - A minimum guarantee of 90 containers are required for all third shifts. 			
4350.820	Containers - Full or Empty	Lifted Onto Railcars	Container	\$50.00
4350.821	Containers - Full or Empty	Lifted Off Railcars	Container	\$50.00
	- <i>1st Shift weekdays</i>			
4351.820	Containers - Full or Empty - <i>2nd shift weekdays, and 1st and 2nd shifts weekends and holidays</i> - <i>Incremental Rate</i>	Lifted Onto/Off Railcars	Container	\$72.00
4352.820	Containers - Full or Empty - <i>All 3rd Shifts</i> - <i>Incremental Rate</i>	Lifted Onto/Off Railcars	Container	\$82.00
4360.000 Extra Moves Involving Rail				
4360.101	Full in from rail and full out to truck	Extra Move	Container	\$184.00
4360.102	Full in from rail and full out to rail	Extra Move	Container	\$100.00
4360.103	Full in from rail and full out to barge	Extra Move	Container	\$130.00
4360.151	Empty in from rail and empty out of truck	Extra Move	Container	\$98.00
4360.152	Empty in from rail and empty out to rail	Extra Move	Container	\$100.00
4360.153	Empty in from rail and empty out to barge	Extra Move	Container	\$130.00
4322.102	Full in from truck and full out to rail	Extra Move	Container	\$184.00
4322.152	Empty in from truck and empty out to rail	Extra Move	Container	\$98.00

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ITEM NUMBER	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
4404.102	Full in from barge and full out to rail	Extra Move	Container	\$130.00
4404.152	Empty in from barge and empty out to rail	Extra Move	Container	\$130.00
	<i>Refer to Notes 1, 4, and 5 below</i>			
4370.000	Rail Carrier – Intermodal Yard Facility Fee			
	Fee charged to rail carrier per lift at Terminal 6 Intermodal yard			
4370.824	Per Container	Lifted On/Off Railcars	Container	\$18.50
4400.000	Barge Operations – Terminal 6			
4400.850	Barge Operations – Empty or Full Containers, Loaded or Discharged Between Barge And Container Yard. <i>- Refer to Notes 4 and 5 below</i>	Load & Discharge Containers	Container	\$99.00
4404.850	Barge Operations – Full Containers only, Loaded or Discharged Between Truck And Barge. (Prior to December 1, 2004 the rate was \$171.00. New rate of \$120.00 is effective December 1 st 2004 – February 28, 2006). <i>- Refer to Notes 2, 4 and 5 below</i>	Load & Discharge Containers	Container	\$120.00
4406.850	Barge Operations – Empty Containers Only, Loaded or Discharged Between Barge And Truck. <i>- Refer to Notes 2, 4 and 5 below</i>	Load & Discharge Containers	Container	\$126.00
4408.850	Barge Operations – Load or Discharge Chassis. <i>- Refer to Notes 3, 4 and 5 below</i>	Chassis Only	Chassis	\$86.00
4410.850	Weekend and 2nd Shift Barge Operation - Surcharge - Full or Empty Containers <i>- Refer to Notes 3 and 4 below</i>	Load or Discharge Containers	Container	\$44.00

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Extra Moves Involving Barge				
4404.850	Full in from barge and full out to truck	Extra Move	Container	\$120.00
4404.102	Full in from barge and full out to rail	Extra Move	Container	\$130.00
4404.103	Full in from barge and full out to barge	Extra Move	Container	\$198.00
4406.850	Empty in from barge and empty out to truck	Extra Move	Container	\$126.00
4404.152	Empty in from barge and empty out to rail	Extra Move	Container	\$130.00
4404.153	Empty in from barge and empty out to barge	Extra Move	Container	\$198.00
4322.103	Full in from truck and full out to barge	Extra Move	Container	\$120.00
4322.153	Empty in from truck and empty out to barge	Extra Move	Container	\$126.00
4360.103	Full in from rail and full out to barge	Extra Move	Container	\$130.00
4360.153	Empty in from rail and empty out to barge - <i>Refer to Notes 1, 2, 4 and 5 below</i>	Extra Move	Container	\$130.00
<p>Note 1: <i>Includes gate in/out, terminal facility charge, and lift on/off railcar.</i></p> <p>Note 2: <i>Includes truck gate in/out and wharfage charge.</i></p> <p>Note 3: <i>This charge is in addition to container load/discharge or any other tariff charge.</i></p> <p>Note 4: <i>A minimum guarantee of 100 containers are required to be available for loading and/or unloading of barges within an 8-hour shift, for all shifts, all days.</i></p> <p>Note 5: <i>Loading and discharging containers via river barge when not in conjunction with container throughput operations.</i></p>				

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ITEM NUMBER	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
4500.000	Barge Operations - Terminal 2			
4500.850	Barge Operations - Empty or Full Containers	Load or Discharge at T-2	As quoted by Terminal Operator	
4600.000	Container Chassis Services and Repairs Miscellaneous Related Services	See Note 2		
4600.000	Container/Chassis Repairs	Repair	Time and Material	Notes 1 & 2
4600.860	Steam Clean 20-ft. Containers: Tier level pricing for 1 through 16 containers. Note: Refrigerated Containers Only - Refer to Note 3 below.	Steam Clean	Reefer Container	\$120.00
4600.861	Steam Clean 20-ft. Containers: Tier level pricing for 17 through 34 containers. Note: Refrigerated Containers Only - Refer to Note 3 below.	Steam Clean	Reefer Container	\$110.00
4600.862	Steam Clean 20-ft. Container: Tier level pricing for 35 or more containers. Note: Refrigerated Containers Only - Refer to Note 3 below.	Steam Clean	Reefer Container	\$90.00
4600.863	Steam Clean 40-ft. Container: Tier level pricing for 1 through 16 containers Note: Refrigerated Containers Only - Refer to Note 3 below.	Steam Clean	Reefer Container	\$132.00
4600.864	Steam Clean 40-ft. Container: Tier level pricing for 17 through 34 containers Note: Refrigerated Containers Only - Refer to Note 3 below.	Steam Clean	Reefer Container	\$118.00
4600.865	Steam Clean 40-ft. Container: Tier level pricing for 35 or more containers. Note: Refrigerated Containers Only - Refer to Note 3 below.	Steam Clean	Reefer Container	\$100.00
4790.800	Chassis Receipt (None calling carriers)	Receipt	Each	\$22.00
4791.800	Chassis Delivery (None calling carriers)	Delivery	Each	\$22.00

Note 1: This service will be based on labor and equipment rates published in Sections 6 and 7

Note 2: Materials used will be charged at cost plus 15%.

Note 3: The steam clean rate for the day will be dependent upon how many total containers are steamed, irregardless of size and irregardless of ownership. It is to the SSL's advantage to plan with each other to receive the lower tiered rate.

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ITEM NUMBER	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
4800.000	Additional Port Services			
4800.880	Physical Inventory of Equipment on Hand	Inventory Services	Hour	Note 1
4800.882	Inspection Of Containers - Includes Pre-Grounded Containers and those Containers Requiring Stacking/Unstacking <ul style="list-style-type: none"> - <i>At the Port's discretion, containers will be made available for inspection, by an outside party.</i> - <i>Includes opening and closing container doors and recording any exceptions, and yard sorting.</i> - <i>Minimum 25 containers required for service.</i> 	Preparation of Containers for Inspection	Container	\$32.00
4802.886	Container Fumigation "Set Aside": <ul style="list-style-type: none"> - <i>Upon receipt of advance notification (prior to receipt of the container), at the discretion of the port and provided that space is available, containers will be set aside for fumigation inspection by shipper/owner.</i> - <i>If request for set aside service is received subsequent to receipt of the container in the yard, a yard rehandle charge will be assessed (See Item 4321.810).</i> 	Fumigation "Set Aside"	Container	\$27.00

Note 1: This service will be based on labor and equipment rates published in Sections 6 and 7.

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ITEM NUMBER	COMMODITY DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
4809.000	Additional Services Terminal 6 Only			
4809.800	Refrigerated Full Containers Does not include Partlow Chart changing	Reefer First Day Service <u>No</u> Partlow Chart Change	Container	\$43.00
4810.884	Refrigerated Full Containers - Day Rate <i>- Includes monitoring and electricity for each day excluding the first day</i>	Reefer Monitoring	Container	\$33.00

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SECTION 5 – CONTAINER FREIGHT STATION – Closed 5/1/96

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SECTION 6 – LABOR RULES AND RATE TABLES

600.0 General Labor Rules Statements

- 600.1. **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 as shown in Section 7.
- 600.2 **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.
- 600.3 **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.
- 600.4 **Travel Time** - When Longshore labor is ordered from outside the Portland area at vessel's or shipper's request, extra costs such as travel and subsistence shall be for the account of those requesting such labor. In addition, the cost of travel time will be assessed on the basis of the actual out-of-pocket wages and PMA assessments.
- 600.5 **Overtime Wage Differentials** - Differentials are calculated by subtracting the first shift straight time wage rate from the wage rate in effect during the shift when the work was performed.
- 600.6 **Commodity Penalty Rates** - Commodity penalty rates are those rates established by prevailing labor agreements for the handling of certain types of commodities. These rates are in addition to the published labor rates.

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Longshore Tariff Labor Rates

LONGSHORE 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	Overtime	3rd Shift	3rd Shift Overtime
6305.0	Longshoreman Basic	005-009	\$73.00	\$86.00	\$94.00	\$104.00	\$112.00
6310.0	Crane Chaser	026	\$77.00	\$91.00	\$100.00	\$110.00	\$120.00
6320.0	Tractor-Semi-Dock & Winch Drivers	036 & 038	\$77.00	\$91.00	\$100.00	\$110.00	\$120.00
6325.0	Top Loader Driver/Port Packer	095	\$107.00	\$129.00	\$139.00	\$162.00	\$176.00
6330.0	Utility Lift Driver	037	\$88.00	\$106.00	\$113.00	\$123.00	\$134.00
6335.0	Crane Operator/Crane Cont. Gantry	084	\$107.00	\$129.00	\$139.00	\$162.00	\$176.00
6340.0	Walking Boss/Foreman	128 & 129	\$147.00	\$175.00	\$189.00	\$206.00	\$222.00
6355.0	Checker/Basic Clerk	100	\$78.00	\$93.00	\$101.00	\$104.00	\$112.00
6360.0	Supervisor	115 & 116	\$110.00	\$132.00	\$142.00	\$172.00	\$186.00
6365.0	Supercargo/Other/Ship	105	\$126.00	\$150.00	\$162.00	\$177.00	\$191.00
6366.0	Vessel Planner	120	\$101.00	\$121.00	\$131.00	\$162.00	\$176.00
6345.0	ILWU Mechanic	215-255	\$142.00	\$161.00	\$171.00	\$176.00	\$187.00

GANG RATES							
6370.0	Container-One Gang		\$2,220.00	\$2,658.00	\$2,877.00	\$3,242.00	\$3,516.00
6371.0	Container-Multiple Gang		\$1,939.00	\$2,322.00	\$2,514.00	\$2,827.00	\$3,066.00
6374.0	Break Bulk		\$3,547.00	\$4,211.00	\$4,486.00	\$5,095.00	\$5,509.00

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Craft Labor Rates

OTHER LABOR SERVICES (NON-STEVEDORING OPERATIONS)						
		TARIFF SUB-ITEM NUMBER				
	*Refer To Sub-Item No.	.600	.605	.625	.630	.635
*Item Number		1st Shift	2nd Shift	Overtime	3rd Shift	Weekend Overtime
	ILWU Local 28					
6500.0	Security Officers Minimum 4-hour pay	\$54.00	\$55.00	\$64.00	\$56.00	N/A
	Craft Labor					
6530.0	Electrician	\$88.00	\$91.00	\$109.00	\$93.00	\$135.00
6540.0	Other Crafts - includes plumbers, boilermakers, carpenters, laborers, operating engineers, and painters	\$71.00	\$73.00	\$89.00	\$75.00	\$108.00

Note 1: Labor will be billed in 30-minute increments

Note 2: 1st Shift - Covers work performed by:
 - ILWU Local 28: between 6:00 a.m. and 2:00 p.m., excluding holidays
 - Electricians: between 7:00 a.m. and 3:30 p.m., excluding holidays
 - Other Crafts: between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays

Note 3: 2nd Shift - Covers work performed by:
 - ILWU Local 28: between 2:00 p.m. and 10:00 p.m., excluding holidays
 - Electricians: between 3:30 p.m. and 11:30 p.m., excluding holidays
 - Other Crafts: not regularly assigned

Note 4: Overtime - Covers work performed by:
 - ILWU Local 28: in excess of eight (8) hours per shift or forty (40) hours per week, and holidays
 - Electricians: in excess of eight (8) hours per day for first five days of an employee's work week
 - Other Crafts: any time outside of 1st shift, Monday through Friday

Note 5: 3rd Shift - Covers work performed by:
 - ILWU Local 28: between 10:00 p.m. and 6:00 a.m., excluding holidays
 - Electricians: not regularly assigned
 - Other Crafts: not regularly assigned

Note 6: Weekend Overtime - Covers work performed by:
 - Electricians: on sixth and seventh days of an employee's work week, and holidays
 - Other Crafts: on Saturday, Sunday, and holidays

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SECTION 7 – EQUIPMENT RULES AND EQUIPMENT RATES

700.0 Equipment Rules

- 700.1 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 on Port facilities.
- 700.2 Rates named do not include operator or operational labor of any kind.
- 700.3 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 according to Rule 600.3. The equipment will be billed at a minimum of one hour, and in five-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.
- 700.4 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.
- 700.5 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 renter will bear the full cost of its transfer and return.
- 700.6 Mechanical equipment cannot be brought into the Port's 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.
- 700.7 Rates for equipment rented for noncargo (e.g., construction) purposes as well as rates for less frequently used equipment will be furnished by the Port upon request.
- 700.8 Crane Requests and Cancellations

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- 700.8.1 Requests for cranes must be made in writing in advance. Also, crane renters must provide legible vessel daily log when work is completed.
- 700.8.2 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.
- 700.8.3 Crane cancellations must be received by 3 p.m. the day prior regardless of weekend or weekday work.
- 700.8.4 Crane renters will be billed for any labor costs incurred by the Port resulting from failure to cancel equipment orders by the specified time.
- 700.8.5 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 overtime rate. In addition, all call-out requests will be billed for a minimum of 4 hours based upon the prevailing labor rates.
- 700.9 Wharfage and other tariff rates and charges will be assessed as appropriate in addition to all equipment rental rates.
- 700.10 Any applicable sales tax arising as the result of the rental of equipment will be assessed in addition to all equipment rental rates.

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Equipment Rate Tables

ITEM NUMBER	EQUIPMENT DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
7000.000	CRANES			
7000.700	Container Cranes <i>- Furnished with container lifting beams</i>	Rental	Hour	\$604.00
7030.700	Container Cranes <i>- When used for noncellurized, conventional, breakbulk vessels or river barges.</i>	Rental	Hour	\$345.00
7040.720	Crane Beam or Cargo Hook Change to/from another crane	Weekday Service	Change	\$251.00
7040.725	Crane Beam or Cargo Hook Change to/from another crane	Weekend Service	Change	\$340.00
7200.000	TRACTORS			
7200.700	Tractor	Rental	Hour	\$25.00

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ITEM NUMBER	EQUIPMENT DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
7300.000	CHASSIS, TRAILER			
7300.700	Chassis, Trailer	Rental	Day	\$150.00
7400.000	MISCELLANEOUS			
7402.702	Rail Car Mover <i>- if maintained by Port at Terminal 2</i>	Rental	Month	\$2,384.00
7402.712	Rail Car Mover <i>- if maintained by renter; Port provides parts</i>	Rental	Month	\$1,789.00
7404.701	Miscellaneous Hydraulic Attachments	Rental	Week	\$61.00
7404.702	Miscellaneous Hydraulic Attachments	Rental	Month	\$179.00

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SECTION 8 – STORAGE RULES AND RATE TABLES

800.0 Free Time

800.1 **Definition** - Free time is the specific period of time cargo may occupy assigned space on Port property free of storage charges. Free time can occur immediately prior to loading or after the discharge of such cargo from the vessel.

800.2 Allowances

800.2.1 For breakbulk cargo (undercover), free time of ten (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.

800.2.2 For containerized cargo that is unstuffed at the Port, free time of ten (10) days, excluding Saturdays, Sundays and legal holidays, will be allowed. The free time period will begin at 7 a.m. after the cargo has been unstuffed.

800.2.3 For containerized cargo held in the container, free time will commence at 7 a.m. after the vessel completes discharge (see exception, Rule 800.2.4 below).

800.2.4 Cargo on open ground, including loaded containers, except loaded reefer containers (see Rule 800.3.6 below), shall be allowed free time of thirty (30) calendar days.

800.3 Exceptions - (See Rule 106.0 regarding conditions of cargo acceptance)

800.3.1 Breakbulk cargo (except rolling stock) stored at Terminal 6 will receive ten (10) days free time. See Rule 800.2.1.

800.3.2 Explosives, inflammable and hazardous commodities shall be allowed no free time and are subject to immediate loading or removal (see Rule 106.0).

800.3.3 Livestock shall be allowed no free time and are only permitted to pass over wharf subject to immediate loading or removal.

800.3.4 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.

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800.3.5 Alcoholic beverages, except beer and ales, shall be allowed 48 hours free time, excluding Saturdays, Sundays and legal holidays, and must be removed from the Port facilities, federal and state regulations permitting, before the expiration of this period. Any shipment or partial shipment of alcoholic beverages remaining on Port facilities after this period will be moved to a bonded warehouse, as stated in Rule 106.3 with all expense and risk of loss or damage for account of owner, shipper, consignee or carrier.

800.3.6 Loaded reefer containers are restricted to ten (10) days free time, excluding Saturdays, Sundays, and legal holidays.

800.3.7 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 90 days beyond the regular free time allowance.

801.0 Terminal Storage

801.1. **Definition** - Terminal storage is the service of providing warehouse or other terminal facilities for the storing of intransit 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.

801.2 **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 shown in Section 6 and equipment rates shown in Section 7. 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.

801.3. **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

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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.

- 801.4 **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:

Cargo that becomes subject to storage charges during the first fifteen (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 16th 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 assessed the applicable monthly storage rate.

- 801.5 **Cargo Removal** - The Port reserves the right to have any cargo stored on its premises for a period of twelve (12) months or longer removed from its premises. If the owner of record fails to remove his cargo within thirty (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.

- 801.6 **Small Lot Fee** - A charge will be assessed against inbound wood products and iron or steel for bills of lading below 20 metric tons.

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Storage Rate Tables

ITEM NUMBER	STORAGE SERVICE DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
8200.000	Iron, Steel or Other Metal Products			
8200.810	Small Lot Fees	NA	Bill of Lading	\$100.00
8200.820	First and Second month storage	Covered	S/T	\$3.99
8200.825	First and Second month storage	Covered	K/T	\$4.28
8200.830	First and Second month storage	Open	S/T	\$1.98
8200.835	First and Second month storage	Open	K/T	\$2.15
8205.820	Third month storage and beyond	Covered	S/T	\$11.92
8205.825	Third month storage and beyond	Covered	K/T	\$12.82
8205.830	Third month storage and beyond	Open	S/T	\$3.99
8205.835	Third month storage and beyond	Open	K/T	\$4.32

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ITEM NUMBER	STORAGE SERVICE DESCRIPTION	OPERATION	UNIT OF MEASURE	RATE
8500.000	Cargo - NOS			
	All Cargo NOS business will be billed on the basis of either Short Tons/40 Cubic Feet or Kilotons/Cubic Meters units of measure, whichever generates the greater revenue.			
8500.821	First and second month storage	Covered	S/T or 40 C/F	\$5.11
8500.826	First and second month storage	Covered	K/T or C/M	\$5.53
8500.831	First and second month storage	Open	S/T or 40 C/F	\$2.15
8500.836	First and second month storage	Open	K/T or C/M	\$2.25
8505.821	Third month storage and beyond	Covered	S/T or 40 C/F	\$15.29
8505.826	Third month storage and beyond	Covered	K/T or C/M	\$16.63
8505.831	Third month storage and beyond	Open	S/T or 40 C/F	\$4.32
8505.836	Third month storage and beyond	Open	K/T or C/M	\$4.53