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# TERMINAL TARIFF NO. 8

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

 **PORT OF PORTLAND**

*Effective: 07/01/11*

**PORTLAND, OREGON**

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



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## SECTION I - GENERAL RULES

### 1. The Port

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

### 2. Application of Tariff

#### A. Effective Date

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

#### B. Notice to Public; Facility Users

This tariff is notice to the public that the provisions of this Tariff, including, but not limited to, the rates, charges, rules, and regulations contained herein, apply to all Facility Users, and are enforceable by an appropriate court as an implied contract without proof of actual knowledge of the provisions contained herein. The term "Facility User" shall mean any cargo interest, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, or any other person or entity who use or benefit from use of the Port marine terminal facilities. Each Facility User shall be liable for noncompliance with the terms of this tariff by such Facility User's partners, officers, directors, agents, employees, invitees, contractors and/or subcontractors.

#### C. 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 federal regulations.

#### D. Specific Commodity Rates Prevail

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Rates provided for specific commodities will prevail over 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.

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

**3. Damage to Port Property and the Environment**

A. 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.

B. Environmental Costs

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Each "Facility User" will be responsible for all costs associated with response to, or abatement of any spills, releases, or discharges of pollution, invasive species, or hazardous materials into the air, land, groundwater or waterways in the vicinity of Port marine terminal facilities, and/or on Port property that emanate from or are caused by its vessel, equipment, or operations. If a Facility User does not immediately commence cleanup, the Port may undertake clean up operations, and the Facility User will reimburse the Port for all such costs within thirty (30) days of written demand by the Port. Rates for the services performed will be billed at the labor rates and equipment rates shown in the following rate tables. With respect to invasive species, recoverable environmental costs include without limitation costs associated with quarantine, fumigation, pesticide or herbicide application, and actions taken at the request of state or federal authorities with authority over invasive species control.

C. Other Property Damage

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

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

The Port reserves the right to perform all services and furnish all equipment, supplies, and material in connection with the operation of its marine terminal facilities. No person, firm, or corporation shall be allowed to perform any services on the Port's marine terminal facilities without 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.

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## 5. Shipper's Requests and Complaints

Any party may initiate inquiries or complaints on matters relating to rates, charges, rules, and regulations contained in this tariff by filing a fully documented statement with the Executive Secretary, Northwest Marine Terminal Association Inc., P.O. Box 5684, Bellevue, Washington 98006.

## 6. Definitions

### A. Containerized Cargo

Any cargo which is shipped in an ocean carrier's marine containers.

### B. Containers

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.

### C. Holiday

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

### D. Point or Place of Rest

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

### E. Unitized Cargo

Cargo prepared or packed for routine handling with Port mechanical equipment.



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

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

At the Port's option, subject to federal, state, and city regulations, special arrangements may be made to exclude or to process explosive, nuclear materials, invasive species, hazardous, or inflammable commodities or materials at the marine terminal facilities.

### B. Right to Refuse Cargo

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

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

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

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

(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 marine terminal facility, 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.

D. 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 marine terminal facility 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.

E. Right to Withhold Delivery

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

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## 8. 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:

### A. 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 lieu of manifests, certified cargo lists, copies of ocean B/Ls, or "boat notes" or "mates' receipts" containing all information as required above may be accepted. Such information must be received by the Port within 5 days prior to the vessel's arrival at the Port's marine terminal facilities.

### B. Vessel Stowage Plan

Must be received 5 days prior to vessel arrival.

### C. Dangerous Cargo List

Must be received prior to vessel arrival.

### D. Refrigerated Container List

Must be received prior to vessel arrival.

## 9. Billing in U.S. Measure

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

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## 10. Safety, Environmental, and Other Laws

### A. Safety

All Facility Users shall comply with all applicable health and safety laws and regulations, including, without limitation the Occupational Safety and Health Act (OSHA), Oregon OSHA and/or the Pacific Marine Safety Code governing longshore safety.

### B. Environmental Laws

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

### C. Other Laws

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

## 11. United States Coast Guard Compliance

All ocean-going vessels using or scheduled to use a Port berth shall be in compliance with the United States Coast Guard (USCG) rules and regulations. At any time, while at berth, a vessel is determined by USCG to be in noncompliance or substandard, or if the cargo operation is interrupted or ordered-to-stop by the USCG authorities or Captain of the Port, the vessel/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 1 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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## 12. The Maritime Fire and Safety Association

The Maritime Fire and Safety Association (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 levies a charge of \$145.00 per oceangoing or deep-draft vessel for each initial arrival at a participating Association member's location within the Columbia River. Price change effective March 1, 2010.

All references to the levy of the \$145.00 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.

## 13. Security Fees

In order to fulfill its responsibilities for security, including, but not limited to, responsibilities mandated under the Maritime Transportation Security Act of 2002 and the USCG Regulation 33CFR 105, the Port will assess against and collect from ocean-going vessels, their owners, 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 marine terminal facilities for which the Port provides security. For a container vessel, the fee will be assessed against the full containers, both import and export. No additional security fee will be assessed against the container vessel itself. And, note empty containers will not be assessed this fee. For non-container vessels, the charge will be assessed against the vessel on a per-dockage-day basis.

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

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## 14. Charges and Payment

### A. Collection and Guaranty of Charges

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

- (a) Wharfage, loading and unloading, and miscellaneous charges shall be assessed to the owner of the cargo when they are not absorbed by the ocean or inland carriers.
- (b) Charges for wharfage, loading and unloading, and other Port charges for services performed on cargo transshipped by ocean carriers shall be billed to and payment guaranteed by the vessel, its owners, or operators.

### B. Service and Facilities Charges

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

## 15. Terms of Payment

Use of Port marine terminal facilities or service 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.

## 16. Requirements for Payment in Advance

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

### A. Berth Assignment

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

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B. Cargo Custody and Control

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

C. Perishable, Doubtful Value, Household Goods

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

D. Payment Terms are Cash

Unless credit for its charges has been extended by the Port as provided in this Section 16.D, all Port invoices for its charges pursuant to this tariff or other agreement are due and payable in United States currency upon presentation to the vessel, her owners or agents.

Port customers, prior to the use of marine terminal facilities or services, may receive extended payment terms, provided they have established credit worthiness or have posted adequate security acceptable to the Port. Conditions under which extended payment terms may be granted are outlined in the Supplement to Application for Vessel Berth Reservation.

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

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E. Delay and/or Failure to Pay

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.

F. Delinquent Invoices

Invoices issued by the Port are due and payable no later than 30 days from invoice date. Invoices not paid by the due date shall bear a delinquency charge of 18% per annum or, if less, the maximum rate of interest allowed by law, from the date of delinquency until paid. The delinquency charge on the overdue amounts shall be subject to periodic change in the sole discretion of the Port. The Port's failure to impose a delinquency charge shall not be a waiver of the Port's other rights and remedies for such delinquent payment, nor of the Port's right to later charge and collect a charge for such delinquency. Acceptance of any delinquency charge by the Port shall in no event prevent the Port from exercising any of the other rights and remedies granted under this tariff or by law. Any and all services provided or performed pursuant to this Tariff shall give rise to a lien in favor of the Port against the vessel, container, chassis, cargo or any other tangible property whatsoever.

G. Collection Expenses

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

H. Remedies

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



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## 17. Insurance and Indemnification

### A. Insurance

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

- (1) Workers' Compensation Insurance (including Longshoremen & Harbor Workers Act, if applicable). This coverage is required under federal and state statutes for all the party's employees performing its work. In addition, Employer's Liability and Maritime Employer's Liability (including Jones Act coverage for masters and members of crew), as applicable, in an amount not less than \$1,000,000 per occurrence.
- (2) Commercial General Liability and/or Comprehensive Marine General Liability, Stevedore's Liability, Protection and Indemnity, Charterer's Legal Liability, Sudden and Accidental Pollution Liability, and any other insurance required by state and federal law, as applicable, with separate limits of \$5,000,000 each coverage, per occurrence. Coverage should include liability assumed under contract; broad form property damage covering property in the insured's care, custody, and control; and coverage for claims for bodily injury, personal injury, death, or property damage occurring on, in, or about any vessels being loaded or unloaded by a party on Port premises and adjoining areas.

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- (3) Every party shall submit to the Port, upon request, certificate(s) of insurance as evidence of the required coverage. Such insurance shall provide that the Port is to be given 30 days' prior written notice of any cancellation. Such insurance shall be primary, and shall not seek contribution from any insurance or self insurance carried by the Port. Failure of the Port to request the proof of insurance required herein, or to notice discrepancies in the evidence submitted, shall not excuse a party from the insurance requirements of this tariff.

## **18. Indemnification; Reimbursement for Damage**

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

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## **19. Application of Carrier Bills of Lading**

It is hereby expressly agreed between the Port and each carrier using the Port's marine terminal facilities that as a condition and in consideration of using those facilities, the Port, as well as any and all of its employees, servants, agents and/or independent contractors (hereinafter as used in this paragraph, "Port Parties") used or employed in connection with the performance of any of the carriers' obligations under their various bills of lading (each a "B/L") shall be treated as and shall be express beneficiaries under those B/Ls through the inclusion of a Himalaya Clause in each carrier's B/L. As such, the Port and Port Parties shall have the benefit of all rights, defenses, exemptions from, or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any B/L or by law so that the Port and Port Parties shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves. Each carrier shall indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including, without limitation, reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such carrier fails to incorporate in its B/L, or through contract or otherwise fails to apply to the cargo, such rights, defenses, exemptions, and immunities and as a result the Port or any Port Parties are unable to take advantage of any such rights, defenses, exemptions, and immunities that would otherwise be available to the Port or Port Parties.

## **20. Excess Cargo Value**

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

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## 21. Limits of Liability

No provision contained in this tariff shall limit or relieve the Port 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.

## 22. 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.

## 23. Responsibility for Demurrage and Delays

### A. Demurrage

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

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B. Waiver of Charges for Delays

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

**24. Responsibility for Loss, Damage & Delay of Merchandise & Cargo**

A. Port's Responsibility Limited

(1) The Port shall not be responsible for any loss, damage, or delay of merchandise, cargo, or containers which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence.

(2) 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 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.

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B. Responsibility During Free Time Period

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

C. Responsibility as Warehouseman

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

D. Valuation of Merchandise for Claims Purpose

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

## 25. Claims

A. Loss or Damage Claims

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

B. Recovery of Overcharge Claims

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

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## **26. Payment by the Port of Pacific Maritime Association (PMA) Tonnage Assessments**

An 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.

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

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

## **28. Electrical Current**

### **A. Electrical Rates**

- (1)** The charge for electric service includes electric power at either Portland General Electric's or Pacific Power's current tariff rate, use of the power distribution system at the applicable terminal which includes use of portable transformers as available or necessary, common area lighting as well as related administration, services, and equipment. These charges are in addition to the charges for other services and equipment listed elsewhere in this tariff.
- (2)** The Port will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service not occasioned by its tortuous conduct or that of its agents or employees.
- (3)** Labor Services performed will be billed at tariff labor rates.

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## **29. Fresh Water**

Fresh water will be furnished at tariff rates. 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 the labor rates table.

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

Vessels requiring discharge of oily waste or garbage, as defined in Annex V of MARPOL 73/78, at the Port shall obtain the services of an oily waste or garbage hauler that meets all USCG and other government laws and regulations in effect at the time of the haul.

The oily waste or garbage hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such oily waste or garbage hauler.

## **31. Materials and Supplies**

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

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

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

## **33. Passenger Traffic Fee**

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

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



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## SECTION II - DOCKAGE RULES

### 1. Dockage Definition

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

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

For all berths except grain elevators, dockage charges shall be based upon the vessel's length overall as published in "Lloyd's Register of Shipping." Length overall shall be construed to mean the linear distance, expressed in meters or feet, from the most forward point of the bow to the aftermost point on the stern of the vessel, measured parallel to the baseline of the vessel. If the length overall of the vessel does not appear in "Lloyd's Register of Ships," the Port may obtain the length overall from the "Vessel's Register," or measure the vessel. For grain elevators only, Dockage charges shall be based on gross registered tonnage (GRT) as published in the most current edition of "Lloyd's Register of Shipping" at the time the vessel is berthed. Should tonnage figures not be available from that source, the Port may accept information from the "Vessel's Register."

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## **3. Dockage Period**

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

## **4. Charge On Vessel Shifting**

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

## **5. Ocean-Going Barges**

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

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## **6. Dockage Charge – Vessel on Lay Status**

To qualify for 50% of the regular dockage rate, the vessel must be idle at its working berth waiting to discharge and/or load cargo. For vessels at a working berth which have operations interrupted for 1 or more consecutive 24-hour periods due to lack of cargo or labor availability, lay status may also be granted. The vessel must have attempted to and been willing to work these hours. Lay status requests at working berths should be received by the Port prior to vessel departure. To qualify for 25% of the regular dockage rate the vessel must be idle at a non-working berth. A vessel may be permitted to moor at idle port marine terminal berths when such berths are available. Lay status for non-working berths must be submitted by agent to the Port, Operations General Manager, or their designee prior to vessel arrival on berth. If the request is not received prior to the vessel arrival on berth a billing/rebilling fee will be assessed. Upon approval, copy of request will be forwarded to Billing Department who will apply lay rates. If no approval is granted by the Port, the Billing Department will apply dockage at the full dockage rates. Lay status MAY be granted when berths are available and at the discretion of the Port's Operations General Manager or their designee. Upon vessel's departure from berth, agent will submit Vessel Activity Report, Supercargo Report, Statement of Facts, or other official documentation describing activity of loading/discharge pertinent to vessel stay, to the Port's Billing Department to aid in application of lay status. Such vessels and unmanned barges shall be charged 50% or 25% of the applicable dockage charge. For grain elevators, dockage rates for regular and lay status only apply with no further discount.

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

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

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

## 8. Berth Assignments

Berth Assignments will be issued at the sole discretion of the Port to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel. Preferential use of berths and cranes at Terminal 6 (T6) is available to ocean carriers through contractual arrangements with the Port and take precedence over all other berth assignments.

## 9. Vessels Required to Obtain Berth Assignments

No vessel will be permitted to berth at a wharf or marine terminal facility of the Port without a prior berth assignment being granted by the Port. Applications for berth assignments must be made as far in advance of the arrival of vessel as possible and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged.

## 10. Vessels Required to Vacate Berths

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

- A. Not actually engaged in loading or discharging cargo.
- B. When occupying a berth beyond the time limitation named in the assignment permit.
- C. When a vessel holding an agreement granting the preferential use at that berth at that time presents itself at the berth.

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

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

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

## **12. Ship Maintenance Work**

Limited ship maintenance work may be allowed at any marine terminal facility 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 USCG. Any entity performing ship maintenance work must provide the Port with proof of insurance prior to the commencement of work.

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## SECTION III - BREAKBULK RULES

### 1. Service and Facilities Charge

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

### 2. Direct Transfer Rates

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

### 3. Overside Operation

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

### 4. Wharfage

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

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## A. Wharfage Assessment

Wharfage will be assessed subject to the following provisions:

- (1) Basis for Assessing Wharfage: Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest. Rates are per K/T unless otherwise stated in individual tariff items. When the wharfage rate unit of measure is expressed in either C/Ms or K/Ts, the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is manifested on a unit basis, the wharfage will be billed on weight or measurement, whichever creates the greater revenue.
- (2) Wharfage Assessed Against River Barge Traffic: Wharfage is not assessed against cargo on river barges originating at or destined to points on the Willamette, Columbia, Snake, or Clearwater River systems. This rule applies only if the Port has already assessed wharfage on the affected cargo in its prior movement or if the Port will assess wharfage on subsequent movement of the cargo through the Port. Movements include foreign, domestic offshore trade, inter-coastal, and coastwise.
- (3) Wharfage Assessed Against Direct Transfer Services-Open Railcars or Trucks: All cargo moved directly from open railcars or trucks to vessels, or vice versa, is subject to full wharfage assessment. See specific item categories for rates.
- (4) Wharfage Assessed Against 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.

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- (5) Exceptions: Ship's stores, repair materials, and supplies, when intended for a vessel's own use, will be exempt from assessment of wharfage unless Port employees are required to receive and account for such supplies or stores on the wharf.
- (6) Dunnage, Lining Lumber, and Fuel: Dunnage for use in stowing cargo not loaded at Port wharves, lining lumber used in lining vessels for shipment of bulk commodities (as distinguished from dunnage lumber used in ordinary stowage), and fuel processed over the wharves are subject to wharfage and other appropriate charges.
- (7) Minimum charge: The minimum wharfage charge for any single B/L is \$10.00.

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

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

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



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## **6. Services Conditional**

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

## **7. Between Open Railcars and Vessel**

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

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## **8. Truck Loading and Unloading**

### A. Definition and Conditions

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

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

## **9. Labor and Equipment**

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

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## SECTION IV - CONTAINER CARGO RULES

### 1. General Definitions

#### A. 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.

#### B. Containerized Cargo

Containerized cargo is any cargo which is shipped in ocean marine containers.

#### C. Container Yard (CY)

The location designated within the marine container terminal where:

- (1) Containers in transit between vessel and inland carrier are held or assembled; and
- (2) Loaded or empty containers are received from or delivered to inland carriers.

#### D. 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.

- (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.
- (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.

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E. 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.

F. Gates Ins and Out

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 CY 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.

G. Transshipped

This service refers to loaded containers that are discharged from one vessel and loaded to another vessel under the same steamship line's control at the same terminal.

H. Rolled

A container is considered rolled if the booking changes from one vessel to another (or from one discharge 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. Charges are assessed against the booking carrier.

## 2. **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:

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- A. Rates cover receipt or delivery of inland carriers' containers between 8 a.m. and 5 p.m., Monday through Friday, excluding holidays.
- B. 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.
- C. Opening and closing hatches within capacity of container crane.
- D. 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.
- E. 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.
- F. Documentation Requirements
  - (1) For outbound cargo, documentation requirements include dangerous cargo list, reefer container list, final stowage plan, and any exceptions list.
  - (2) For inbound, an out-turn report if required.
  - (3) Any additional documentation as may be necessary for the Port to carry out its responsibilities.
- G. A single sequence of sorting and stacking empty and loaded containers as may be specified by the vessel.
- H. External visual inspection of empty and loaded containers and reporting promptly as to any visual damage or defect.
- I. Planning layout of containers and chassis in CY.

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- J. Providing guards and protective security. Note that if our government agencies make changes to security requirements, changes to our tariff may be required.
- K. Expediting and tracing containers located in the CY and special holding areas.
- L. Liaison for container movement with U.S. Customs, other officials, agents, employees, representatives, and customs' broker for the vessel.
- M. 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.
- N. Ordering railway cars and liaison with railroad, inland carrier and trucking companies.
- O. 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.
- P. Berthing and spotting of vessels (no lines handling or pilotage).
- Q. Ordinary electronic receipt and delivery of documentation.
- R. Any additional labor services required shall be performed on the basis of labor and equipment rates and materials, plus 25%.
- S. Throughput excludes any labor, services or facilities where charges are included in wharfage, dockage, storage, or other individual charges.
- T. Throughput excludes specialized rigging for containers which cannot be routinely accommodated by the container crane's lifting devices.

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## 3. Wharfage

### A. 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 date the vessel arrives for cargo operations.

### B. Wharfage Assessment:

Wharfage will be assessed subject to the following provisions:

- (1) Wharfage shall be considered earned and will be assessed whether or not the cargo is eventually loaded to a vessel.
- (2) Wharfage rates will be based on the commodity description and classification as described in the vessel manifest.
- (3) Partial container loads will be assessed at the full container wharfage rates.
- (4) Wharfage for container sizes not shown will be assessed at the next higher container size shown.
- (5) 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.

### C. Overload 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.

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D. 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.

E. 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.

#### 4. **Special Hazardous Cargo Handling Services**

- A. The terminal must be notified 7 calendar days in advance for the handling of any of the below listed cargo types. The following types of hazardous cargo are subject to additional fees when transiting T6:



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- (1) Explosives 1.2, 1.3, 1.4.
  - (2) Blasting agents 1.5.
  - (3) Poison gases 2.3.
  - (4) Poison liquids with inhalation hazards 6.1.
  - (5) Cryogenics 2.1, 2.2.
  - (6) Pyrophoric 4.2.
  - (7) Dangerous when wet 4.3.
  - (8) Ammonium nitrate and ammonium nitrate mixtures 5.1.
  - (9) Oxidizers 5.1 and organic peroxides 5.2.
  - (10) Etiological materials 6.2.
  - (11) Flammable solids 5.2.
- B. Any requests for handling 1.1. cargo need to be requested and coordinated with the Port's T6 manager, or their designee.
- C. All federal, state, and local rules need to be followed.

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## **SECTION V - CONTAINER FREIGHT STATION**

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## SECTION VI - LABOR RULES

### 1. General Labor Rules Statements

#### A. Specific Labor and Equipment Rates

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

#### B. Dead Time

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

#### C. Standby Time

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

#### D. 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.

#### E. OT 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.

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F. 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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## SECTION VII - EQUIPMENT RULES

### 1. Equipment Rules

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

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# TERMINAL TARIFF NO. 8

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

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## SECTION VIII - STORAGE RULES

### 1. Free Time

#### A. Definition

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

#### B. Allowances

(1) For breakbulk cargo (undercover), free time of 10 days, excluding Saturdays, Sundays and legal holidays, will be allowed. The free time period will begin at 7 a.m. after receipt of cargo at the first place of rest or, if the cargo is discharged from the vessel, at 7 a.m. after the vessel completes discharge.

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

(3) For containerized cargo held in the container, free time will commence at 7 a.m. after the vessel completes discharge.

(4) Cargo on open ground, including loaded containers, except loaded reefer containers, shall be allowed free time of 30 calendar days.

#### C. Exceptions

(1) Breakbulk cargo (except rolling stock) stored at T6 will receive 10 days free time.

(2) Explosives, inflammable, and hazardous commodities shall be allowed the first business day free, then subject to tariff rate.

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- (3) Salvaged or offensive cargo, if in damaged or offensive condition of any nature, may, at the option of the Port, be refused any free time and shall be subject to immediate loading or removal.
- (4) 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 marine terminal facilities, federal and state regulations permitting, before the expiration of this period. Any shipment or partial shipment of alcoholic beverages remaining on Port marine terminal facilities after this period will be moved to a bonded warehouse with all expense and risk of loss or damage for account of owner, shipper, consignee, or carrier.
- (5) Loaded reefer containers are restricted to 10 days free time, excluding Saturdays, Sundays, and legal holidays.
- (6) Extended free time: For larger than normal cargo shipments and upon shipper's request, the Port, or the terminal operator at their sole discretion, may grant time of up to 60 days beyond the regular free time allowance.

## 2. Terminal Storage

### A. Definition

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

### B. Conditions Governing Acceptance of Cargo for Storage

Storage of cargo interchanged with or between water carriers at the Port's marine terminal facilities at Portland, Oregon, will be permitted when space is available, providing arrangements are made prior to the arrival of the cargo. "Arrangements" are defined as a written request submitted to the Port by the prospective storer describing the cargo, type of storage required



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(covered, open, bonded), length of time storage will be necessary, and name and address of the party responsible for storage payment, and accepted by the Port no later than 24 hours prior to cargo's arrival.

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

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

## C. Responsibility for Storage Charges

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

## D. Computing Monthly Storage Charges and Bonded Storage

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

(1) Cargo that becomes subject to storage charges during the first 15 days of a month shall, for the balance of the month, be assessed a full month's storage. Cargo subject to storage charges on or after the 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.

## E. Cargo Removal

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

F. Small Lot Fee

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

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>138.000 Maritime Fire &amp; Safety Association</b>			
138.000	MFSA	Per arrival	<b>145.00</b>
<b>1000.000 Fresh Water Service</b>			
1000.002	Water Consumption	100 cubic feet or fraction thereof	<b>3.10</b>
<b>1010.000 Electrical Service</b>			
1010.003	Electrical current rates	Per Watt Hour	<i>These rates shall be those rates lawfully on file with the Oregon Public Utilities Commission.</i>
1010.004	Labor services	Labor hour	<i>Performed in connection with providing electrical current services.  This service will be billed based on appropriate labor rates.</i>
<b>1040.000 Security</b>			
1040.010	Security identification card fee (Port-issued security card)	Per card issued	<b>20.00</b>
1040.020	Port security fee <b>Non-container vessels</b>	Per dockage day Per vessel	<b>800.00</b>
1040.021	Port security fee <b>Container vessels</b> [Note: only full containers are assessed the fee and there is no additional security fee against the vessel]	Per full container Import/export	<b>5.00</b>
<b>1090.000 Passenger Traffic Service</b>			
1090.050	Passengers embarking/ disembarking to/from vessel or pier	Passenger	<b>10.00</b>
<b>1095.000 Fendering System or Piling Damage Repairs</b>			
1095.061	Wooden pilings	Piling	<b>2,156.00</b>
1095.062	Chocks and whales	L/F	<b>180.00</b>
1095.063	Sleeved steel piling	Piling	<b>6,366.00</b>

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>1200.000 Rail Storage and/or Track Rental</b>			
1200.100	Storage track rental [ <b>Note:</b> one-month minimum, billed in one-month increments]	L/F per month	<b>0.83</b>
1200.200	Unauthorized storage of railroad cars <i>Unless otherwise provided in a lease or other agreement, no person, tenant, railroad shall allow its non-intermodal railroad cars to be serviced, stored, or remain on a Port marine terminal. Without first obtaining the specific written permission from the Port, such person, tenant, or railroad shall be assessed a charge .</i>	Railroad car per day	<b>20.00</b>

# TERMINAL TARIFF NO. 8

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

## Port of Portland - Portland, Oregon

Effective: 07/01/11

Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>2010.000 Billing/Rebilling Fee</b>			
2010.010	Charged when the Port does not receive billing information in a timely manner. Usually for a delay in receiving a Statement of Facts or Late Request for lay status.	EA	257.00

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

Vessel Length Overall							
Item Number	In Meters		In Feet		Dockage Rates (\$) <i>See Notes 1 &amp; 3</i>		
	Over	But Not Over	Over	But Not Over	Regular ---.150	Lay ---.151 50% Working Berth	Lay ---.152 25% Non- Working Berth
2100.---	-	107	-	351	1,524.00	762.00	381.00
2105.---	107	114	351	374	1,891.00	946.00	473.00
2110.---	114	122	374	400	2,080.00	1,040.00	520.00
2115.---	122	130	400	426	2,302.00	1,151.00	576.00
2120.---	130	137	426	449	2,558.00	1,279.00	640.00
2125.---	137	145	449	475	2,758.00	1,379.00	690.00
2130.---	145	152	475	498	3,028.00	1,514.00	757.00
2135.---	152	160	498	524	3,437.00	1,719.00	860.00
2140.---	160	168	524	551	3,693.00	1,847.00	924.00
2145.---	168	175	551	574	4,009.00	2,005.00	1,003.00
2150.---	175	183	574	600	4,453.00	2,227.00	1,114.00
2155.---	183	191	600	626	5,078.00	2,539.00	1,270.00
2160.---	191	198	626	649	5,903.00	2,952.00	1,476.00
2165.---	198	206	649	675	6,720.00	3,360.00	1,680.00
2170.---	206	213	675	698	7,581.00	3,791.00	1,896.00
2175.---	213	221	698	725	8,782.00	4,391.00	2,196.00
2180.---	221	229	725	751	10,049.00	5,025.00	2,513.00
2185.---	229	236	751	774	11,404.00	5,702.00	2,851.00
2190.---	236	244	774	800	12,799.00	6,400.00	3,200.00
2195.---	244	259	800	849	14,701.00	7,351.00	3,676.00
2200.---	259	274	849	898	16,730.00	8,365.00	4,183.00
2205.---	274	290	898	951	18,845.00	9,423.00	4,712.00
2210.---	290		951		<i>See Note 2</i>	<i>See Note 2</i>	<i>See Note 2</i>
2215.---	<b>Tug Boats: Lay---.151 =\$289.00</b>						

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

**Note 2** Vessels exceeding 290 meters in length will be charged an additional \$2,140.00 for each 15 meters or portion thereof length in excess of 290 meters, or for each 49 feet or portion thereof of length in excess of 951 feet.

**Note 3** Rate per 24-hour period or fraction thereof.

**Note 4** For Grain Elevators only, dockage will be assessed at \$0.50 per GRT (gross registered tonnage) for each 24-hour period or fraction thereof.

# TERMINAL TARIFF NO. 8

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

## Port of Portland - Portland, Oregon

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>2500.000</b>	<b>Grain Elevator Dockage</b>		
2500.010	Dockage <i>See Note 1</i>	GRT	0.50

**Note 1** For Grain Elevators only, dockage will be assessed at \$0.50 per GRT (gross registered tonnage) for each 24-hour period or fraction thereof.

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>3050.000    <i>Liquid Bulks</i></b>			
3050.251	Wharfage	S/T	<b>4.40</b>
3050.252	Wharfage - overside	S/T	<b>2.21</b>
<b>3300.000    <i>Cargo NOS</i></b>			
3300.251	Wharfage	K/T or CM	<b>11.64</b>
3300.252	Wharfage - overside	K/T or CM	<b>5.77</b>
<b>3400.000    <i>Lumber</i></b>			
3400.100	Wharfage	per 1,000 MBF	<b>6.00</b>



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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>4000.000 Container Throughput/Vessel Stevedoring</b>			<i>See Notes 1 &amp; 2</i>
4000.500	M-F, excluding holidays	Container	<b>232.00</b>
4000.541	Weekends and holidays	Container	<b>246.00</b>
4000.520	Third shift	Container	<b>266.00</b>
<b>4010.000 Transshipped Containers/Stevedoring</b>			
4010.500	M-F, excluding holidays	Container	<b>322.00</b>
4010.510	Weekends and holidays	Container	<b>335.00</b>
4010.520	Third shift <i>[Note: Rates apply when a container is placed in the yard directly from the first vessel and not moved until loaded to the second vessel. Any container not having completed the second move by 30 days of the original transshipment will be charged at the throughput rate.]</i>	Container	<b>342.00</b>
<b>4050.000 Vessel Rehandling (Cell-to-Cell Rehandles)</b>			<i>See Notes 1 &amp; 2</i>
4050.500	M-F, excluding holidays	Container	<b>164.00</b>
4050.510	Weekends and holidays	Container	<b>179.00</b>
4050.520	Third shift	Container	<b>185.00</b>
<b>4060.000 Vessel Rehandling Cell-to-Dock-to-Cell -or- Dock-to-Cell-to-Dock</b>			<i>See Notes 1 &amp; 2</i>
4060.500	M-F, excluding holidays	Container	<b>322.00</b>
4060.510	Weekends and holidays	Container	<b>335.00</b>
4060.520	Third shift	Container	<b>343.00</b>
<b>4070.000 Surcharge for Over-Height/Width Containers</b>			
4070.900	When over-height crane beam (automatic) used	Container	<b>175.00</b>
4070.901	When salvage hooks (manual) used	Container	<b>272.00</b>
4333.845	Pre-mounting over-dimensional containers	Container	<b>175.00</b>
<b>4100.000 Wharfage</b>			
4100.210	Wharfage per full container	Container	<b>100.00</b>
4100.220	Wharfage per empty container	Container	<b>75.00</b>
<b>4200.000 Container/Chassis Storage</b>			
4200.100	Storage per empty container <i>[Note: The first seven (7) calendar days are free.]</i>	Per Day	<b>3.15</b>
4200.300	Storage per chassis <i>[Note: The first seven (7) calendar days are free.]</i>	Per Day	<b>3.15</b>

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
4200.400	Storage per full outbound container, first five days or fraction thereof <small>[Note: The first 10 business days are free.]</small>	Per Day	<b>20.00</b>
4200.500	Storage per full outbound container, each additional day after five days or fraction thereof <small>[Note: The first 10 business days are free.]</small>	Per Day	<b>60.00</b>
4200.600	Storage per full inbound container, first five (5) days or fraction thereof <small>[Note: The first five (5) business days are free.]</small>	Per Day	<b>20.00</b>
4200.700	Storage per full inbound container, each additional day after five (5) days or fraction thereof <small>[Note: The first five (5) business days are free.]</small>	Per Day	<b>60.00</b>

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

**Port of Portland - Portland, Oregon**

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>Miscellaneous Container Moves &amp; Extra Moves Involving Trucks - Terminal 6 (Shift: 8-5, M-F, Excluding Holidays)</b>			
4310.800	Receipt - empty	Container	55.00
4310.801	Delivery - empty	Container	55.00
4310.802	Receipt - sale box and off hires	Container	55.00
4310.803	Delivery - sale box and off hires	Container	55.00
4320.802	Receipt - full	Container	152.00
4320.803	Delivery - full <b>[Note:</b> Includes wharfage. If a container is taken off-dock for the purposes of a Customs' exam and return, only one gate charge will be assessed.	Container	152.00
4321.810	Yard rehandling Full/empty or chassis	Container/Chassis	67.00
4322.101	Full in from truck & Full out to truck - <b>Refer to Note 2</b>	Container	304.00
4322.102	Full in from truck & Full out to rail - <b>Refer to Note 1</b>	Container	209.00
4322.103	Full in from truck & Full out to barge - <b>Refer to Notes 4 &amp; 5</b>	Container	204.00
4322.151	Empty in from truck & Empty out to truck - <b>Refer to Note 3</b>	Container	109.00
4322.152	Empty in from truck & Empty out to rail - <b>Refer to Note 1</b>	Container	111.00
4322.153	Empty in from truck & Empty out to barge - <b>Refer to Notes 2, 4 &amp; 5</b>	Container	153.00
4360.101	Full in from rail & Full out to truck - <b>Refer to Note 1</b>	Container	209.00
4360.151	Empty in from rail & Empty out to truck - <b>Refer to Note 1</b>	Container	111.00
4404.850	Full in from barge & Full out to truck - <b>Refer to Notes 2, 4 &amp; 5</b>	Container	204.00
4406.850	Empty in from barge & Empty out to truck - <b>Refer to Notes 2, 4 &amp; 5</b>	Container	153.00
4322.805	Late gate charge <b>[Note:</b> For containers arriving after normal close of business hours, Monday – Friday. Advance notice of one hour prior to normal gate closing is required. Late Gate requests which have been approved and are subsequently cancelled, after 4:30, will be charged.]	Container	325.00

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
4322.810	Overtime gate surcharge for weekend 2nd and 3rd shifts. Delivery Only: Minimum charge of 10 containers.	Container	<b>500.00</b>
4322.815	Overtime gate surcharge for weekend 2nd and 3rd shifts. Receipt Only: Minimum charge of 10 containers.	Container	<b>400.00</b>
4322.817	Full Gate: Receipt and Delivery. Minimum charge of 50 containers	Container	<b>350.00</b>
4322.820	Overtime gate surcharge for M-F, day shift ILWU holiday gate. Gate to be open on holidays at the Port's discretion. SSLs are responsible for monitoring the movement of their containers.	Container/Chassis	<b>24.00</b>
4323.810	Rolled container fee before terminal cutoff <b>[Note:</b> To ensure that T6 has adequate time to correct any mixed container piles due to booking rolls, a terminal cutoff has been established. Roll fees will only apply if a container is on dock at the time the booking roll is received into the T6 system. Terminal cutoff--this time is determined when a ship starts cargo operations at T6. See table below for specific times. Yard rehandle charges will be applied for all related moves.]	Container	<b>15.00</b>
4323.815	Rolled container fee after terminal cutoff <b>[Note:</b> To ensure that T6 has adequate time to correct any mixed container piles due to booking rolls, a terminal cutoff has been established. Roll fees will only apply if a container is on dock at the time the booking roll is received into the T6 system. Terminal cutoff--this time is determined when a ship starts cargo operations at T6. See table below for specific times. Yard rehandle charges will be applied for all related moves.]	Container	<b>85.00</b>

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<b>TERMINAL CUTOFF TABLE</b>	
<b>Vessel Starts Cargo Operations</b>	<b>Terminal Cutoff Is</b>
MON 00:00 - 17:00	Preceding FRI @ 10:00
MON 17:01 - 23:59	Preceding FRI @ 15:00
TUE 00:00 - 17:00	Preceding MON @ 10:00
TUE 17:01 - 23:59	Preceding MON @ 15:00
WED 00:00 - 17:00	Preceding TUE @ 10:00
WED 17:01 - 23:59	Preceding TUE @ 15:00
THU 00:00 - 17:00	Preceding WED @ 10:00
THU 17:01 - 23:59	Preceding WED @ 15:00
FRI 00:00 - 17:00	Preceding THU @ 10:00
FRI 17:01 - 23:59	Preceding THU @ 15:00
SAT 00:00 - 23:59	Preceding FRI @ 10:00
SUN 00:00 - 23:59	Preceding FRI @ 10:00

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>4350.000</b>	<b><i>Rail Yard Operations - T6</i></b> <i>A minimum guarantee of 140 containers are required for all weekday second shifts and overtime shifts. A minimum guarantee of 90 containers are required for all third shifts.</i>		
4350.820	Containers - full or empty	Container	<b>57.00</b>
4350.821	Containers - full or empty	Container	<b>57.00</b>
	<b><i>1st Shift Weekdays</i></b>		
4351.820	Containers - full or empty <i>2nd shift weekdays, and 1st and 2nd shifts weekends and holidays</i> <i>Incremental rate</i>	Container	<b>82.00</b>
4352.820	Containers - full or empty <i>All 3rd shifts - Incremental Rate</i>	Container	<b>93.00</b>
	<b><i>Extra Moves Involving Rail</i></b>		
4360.101	Full in from rail & full out to truck - <i>Refer to Note 1</i>	Container	<b>209.00</b>
4360.102	Full in from rail & full out to rail - <i>Refer to Note 1</i>	Container	<b>113.00</b>
4360.103	Full in from rail & full out to barge - <i>Refer to Notes 1,4&amp;5</i>	Container	<b>158.00</b>
4360.151	Empty in from rail & empty out to truck - <i>Refer to Note 1</i>	Container	<b>111.00</b>
4360.152	Empty in from rail & empty out to rail - <i>Refer to Note 1</i>	Container	<b>113.00</b>
4360.153	Empty in from rail & empty out to barge - <i>Refer to Notes 1, 4 &amp; 5</i>	Container	<b>158.00</b>
4322.102	Full in from truck & full out to rail - <i>Refer to Note 1</i>	Container	<b>209.00</b>
4322.152	Empty in from truck & empty out to rail - <i>Refer to Note 1</i>	Container	<b>111.00</b>
4404.102	Full in from barge & full out to rail - <i>Refer to Notes 1,4&amp;5</i>	Container	<b>158.00</b>
4404.152	Empty in from barge & full out to rail - <i>Refer to Notes 1,4&amp;5</i>	Container	<b>158.00</b>
<b>4370.000</b>	<b><i>Rail Carrier - Intermodal Yard Facility Fee</i></b> <i>Fee charged to rail carrier per lift at T6 intermodal yard</i>		
4370.824	Per container	Container	<b>23.00</b>

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**Effective: 07/01/11**

Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>4400.000</b>	<b><i>Barge Operations - T6</i></b>		
4400.850	Barge operations Empty or full containers, loaded or discharged between barge and container yard - <b><i>Refer to Notes 2, 4, &amp; 5</i></b>	Container	<b>123.00</b>
4404.850	Barge operations Full containers only, loaded or discharged between truck and barge - <b><i>Refer to Notes 2,4&amp;5</i></b>	Container	<b>204.00</b>
4406.850	Barge operations Empty containers only, loaded or discharged between barge and truck - <b><i>Refer to Notes 2,4&amp;5</i></b>	Container	<b>153.00</b>
4408.850	Barge operations Load or discharge chassis <b><i>Refer to Notes 3,4&amp;5</i></b>	Container	<b>211.00</b>
4410.850	Barge operations Weekend and second shift surcharge, full or empty containers - <b><i>Refer to Notes 3 &amp; 4</i></b>	Container	<b>23.00</b>

**TERMINAL TARIFF NO. 8**  
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**Port of Portland - Portland, Oregon**  
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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b><i>Extra Moves Involving Barge</i></b>			
4404.850	Full in from barge & full out to truck - Refer to <b>Notes 2,4&amp;5</b>	Container	<b>204.00</b>
4404.102	Full in from barge & full out to rail - <b>Refer to Notes 1,4&amp;5</b>	Container	<b>158.00</b>
4404.103	Full in from barge & full out to barge - <b>Refer to Notes 4&amp;5</b>	Container	<b>245.00</b>
4406.850	Empty in from barge & empty out to truck - <b>Refer to Notes 2,4&amp;5</b>	Container	<b>153.00</b>
4404.152	Empty in from barge & empty out to rail - <b>Refer to Notes 1,4&amp;5</b>	Container	<b>158.00</b>
4404.153	Empty in from barge & empty out to barge - <b>Refer to Notes 4&amp;5</b>	Container	<b>245.00</b>
4322.103	Full in from truck & full out to barge - <b>Refer to Notes 2,4&amp;5</b>	Container	<b>204.00</b>
4322.153	Empty in from truck & empty out to barge - <b>Refer to Notes 2,4&amp;5</b>	Container	<b>153.00</b>
4360.103	Full in from rail & full out to barge - <b>Refer to Notes 1,4&amp;5</b>	Container	<b>158.00</b>
4360.153	Empty in from rail & empty out to barge - <b>Refer to Notes 1,4&amp;5</b>	Container	<b>158.00</b>

**Note 1** Includes gate in/out, terminal facility, and lift on/lift off railcar.

**Note 2** Includes truck gate in/out and wharfage charge.

**Note 3** This charge is in addition to container load/discharge or any other tariff charge.

**Note 4** A minimum guarantee of 100 containers are required to be available for loading and/or unloading or barges within an 8-hour shift, for all shifts, all days.

**Note 5** Loading and discharging containers via river barge when not in conjunction with container throughput operations.



**TERMINAL TARIFF NO. 8**  
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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>4700.000</b>	<b><i>Container Chassis Services &amp; Repairs Miscellaneous Related Services</i></b>		
4790.800	Chassis Receipt (Non-calling carriers)	Each	<b>25.00</b>
4791.800	Chassis Delivery (Non-calling carriers)	Each	<b>25.00</b>

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**Port of Portland - Portland, Oregon**  
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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>4800.000</b>	<b>Additional Port Services</b>		
4800.880	Physical inventory of equipment on hand	Hour	<i>Refer to Note 1 below</i>
4800.882	Inspection of containers <i>-At the Port's discretion, containers will be made available for inspection by an outside party.            -Includes opening and closing container doors and recording any exceptions.            -Includes photographs.            -A per-container yard rehandle rate will be applied if the service requires the movement of container(s) to access the container to be inspected.</i>	Container	<b>50.00</b>
4802.886	Container fumigation "set aside" <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>	Container	<b>189.00</b>
4805.010	Seal service fee <i>-Upon steamship line request, remove, replace or add a container seal. Includes update to terminal operating system as appropriate.</i>	Container	<b>15.00</b>
4807.000	Customs & Border Protection (CBP) Vacis "set aside"	Container	<b>67.00</b>
4809.800	Refrigerated full containers <i>- Reefer first day service            - Does not include Partlow Chart charging</i>	Container	<b>48.00</b>
4810.884	Refrigerated full containers <i>- Day rate.            - Reefer monitoring.            - Includes monitoring and electricity for each day excluding the first day.            - A new calendar day charge will not be applied for the period from midnight to 6am when ship loading/unloading is completed between midnight and 6am.</i>	Container	<b>38.00</b>
4815.010	Maintenance and repair (M&R) setup fee (This fee covers the yard handling of container for the performance of an M&R.)	Container	<b>67.00</b>
4820.800	Placarding - application <i>- Price per placard</i>	Placard	<b>23.00</b>

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<b>Item Number</b>	<b>Commodity Description</b>	<b>Unit of Measure</b>	<b>Rate (\$)</b>
4825.010	Empty bad order rejections <i>-When a truck driver rejects an empty container a yard rehandle fee will apply for units returned to yard and proper segregation.</i>	Container	<b>67.00</b>
4830.010	Chassis bundle and unbundle <i>- Locate, stage, and bundle chassis</i> <i>-Unbundle chassis and reposition for use</i>	Chassis	<b>117.00</b>

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>4800.000</b>	<b><i>Hazardous Cargo</i></b>		
4850.010	Container handled		<b>124.00</b>
4850.020	Container storage fee /day after the first business day		<b>113.00</b>

**Note 1**      This service will be based on labor and equipment rates published in Sections VI & VII.

**TERMINAL TARIFF NO. 8**  
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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	Over Time	3rd Shift	3rd Shift or Weekend Overtime
6305.000	Longshoreman basic	005-009	\$96.00	\$113.00	\$122.00	\$205.00	\$222.00
6310.000	Crane chaser	026	\$100.00	\$119.00	\$128.00	\$215.00	\$233.00
6320.000	Tractor-semi-dock & winch drivers	036 & 038	\$100.00	\$119.00	\$128.00	\$215.00	\$233.00
6325.000	Top loader driver/port packer	063	\$138.00	\$158.00	\$168.00	\$288.00	\$308.00
6330.000	Utility lift driver / Taxi	037	\$115.00	\$134.00	\$143.00	\$243.00	\$261.00
6335.000	Crane operator/crane cont. gantry	084	\$138.00	\$158.00	\$168.00	\$288.00	\$308.00
6340.000	Walking boss/foreman	128 & 129	\$183.00	\$207.00	\$214.00	\$378.00	\$403.00
6355.000	Checker/basic clerk	100	\$128.00	\$144.00	\$151.00	\$261.00	\$278.00
6360.000	Supervisor	115 & 116	\$143.00	\$163.00	\$173.00	\$297.00	\$316.00
6365.000	Supercargo/other/ship	105	\$158.00	\$177.00	\$184.00	\$323.00	\$343.00
6366.000	Vessel planner	120	\$158.00	\$177.00	\$184.00	\$323.00	\$343.00
6345.000	ILWU mechanic	215-255	\$155.00	\$173.00	\$179.00	\$316.00	\$335.00
6370.000	Sweeper	462	\$92.00	\$111.00	\$120.00	\$201.00	\$219.00
<b>GANG RATES</b>							
6371.000	Container		\$2,714.00	\$3,159.00	\$3,382.00	\$3,888.00	\$4,155.00
6374.000	Breakbulk		\$4,420.00	\$5,151.00	\$5,643.00	\$5,410.00	\$5,798.00

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<b>OTHER LABOR SERVICES (Non-Stevedoring Operations)</b>							
			Tariff Sub-Item Number				
*Refer to Sub-Item No.			.600	.605	.625	.630	.635
*Item Number	ILWU Local 28	Occupation Code	1st Shift	2nd Shift	Over Time	3rd Shift	3rd Shift or Weekend Overtime
6500.000	Security Officers (Minimum 4-hour pay)		\$64.00	\$64.00	\$95.00	\$64.00	N/A
<b>Craft Labor</b>							
6530.000	Electrician		\$79.00	\$81.00	\$101.00	\$101.00	\$121.00
6540.000	Other (Includes plumbers, boilermakers, carpenters, laborers, operating engineers, painters and landscapers)		\$79.00	\$81.00	\$101.00	\$101.00	\$121.00

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

**Note 2** 1st Shift - Covers work performed by:  
 -ILWU Local 28: between 6AM and 2PM, excluding holidays  
 -Electricians: between 7AM and 3:30PM, excluding holidays  
 -Other crafts: between 7AM and 3:30PM, M-F, excluding holidays

**Note 3** 2nd Shift - Covers work performed by:  
 -ILWU Local 28: between 2PM and 10PM, excluding holidays  
 -Electricians: between 3:30PM and 11:30PM, excluding holidays  
 -Other crafts: not regularly assigned

**Note 4** Overtime - Covers work performed by:  
 -ILWU Local 28: in excess of 8 hours per shift or 40 hours per week & holidays  
 -Electricians: in excess of 8 hours per day for first 5 days of an employee's work week  
 -Other crafts: any time outside of 1st shift, M-F; 4-hour minimum required

**Note 5** 3rd Shift - Covers work performed by:  
 -ILWU Local 28: between 10PM and 16AM, excluding holidays  
 -Electricians: not regularly assigned  
 -Other crafts: not regularly assigned

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

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Item Number	Equipment Description	Unit of Measure	Rate (\$)
<b>7000.700 Cranes</b> <i>(Note: Cranes provided at T2 require a 4-hour minimum)</i>			
7000.700	Container cranes - T6 <i>- Furnished with container lifting beams</i>	Hour	675.00
7030.700	Container cranes - T6 <i>- When used for noncellurized, conventional, breakbulk vessels or river barges</i>	Hour	460.00
7030.710	Hitachi Gantry Crane - T2 <i>- When used for noncellurized, conventional, breakbulk vessels or river barges</i>	Hour	500.00
7040.720	Crane beam or cargo hook change to/from another crane	Change Weekday	267.00
7040.725	Crane beam or cargo hook change to/from another crane	Change Weekend	359.00
<b>7200.000 Tractors</b>			
7200.700	Tractor (4-hour minimum)	Hour	46.00
<b>7250.000 Top Loaders/Reach Stackers</b>			
7250.700	Top loaders/reach stackers (4-hour minimum, fuel is included)	Hour	254.00
<b>7300.000 Chassis, Trailer</b>			
7300.700	Chassis, trailer	Day	154.00
<b>7400.000 Railcar Moves</b>			
7402.713	Rail car mover <i>-if maintained by renter</i>	Month	2,054.00

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Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>8200.000 Iron, Steel or Other Metal Products</b>			
8200.810	Small lot fees	Bill of Lading	<b>100.00</b>
8200.820	First and second month storage <i>Covered</i>	S/T	<b>3.99</b>
8200.825	First and second month storage <i>Covered</i>	K/T	<b>4.28</b>
8200.830	First and second month storage <i>Open</i>	S/T	<b>1.98</b>
8200.835	First and second month storage <i>Open</i>	K/T	<b>2.15</b>
8205.820	Third month storage and beyond <i>Covered</i>	S/T	<b>11.92</b>
8205.825	Third month storage and beyond <i>Covered</i>	K/T	<b>12.82</b>
8205.830	Third month storage and beyond <i>Open</i>	S/T	<b>3.99</b>
8205.835	Third month storage and beyond <i>Open</i>	K/T	<b>4.32</b>
<b>8500.000 Cargo - NOS</b> <i>(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.)</i>			
8500.821	First and second month storage <i>Covered</i>	S/T or 40 C/F	<b>5.11</b>
8500.826	First and second month storage <i>Covered</i>	K/T or C/M	<b>5.53</b>
8500.831	First and second month storage <i>Open</i>	S/T or 40 C/F	<b>2.15</b>
8500.836	First and second month storage <i>Open</i>	K/T or C/M	<b>2.25</b>
8505.821	Third month storage and beyond <i>Covered</i>	S/T or 40 C/F	<b>15.29</b>
8505.826	Third month storage and beyond <i>Covered</i>	K/T or C/M	<b>16.63</b>
8505.831	Third month storage and beyond <i>Open</i>	S/T or 40 C/F	<b>4.32</b>
8505.836	Third month storage and beyond <i>Open</i>	K/T or C/M	<b>4.53</b>



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# TERMINAL TARIFF NO. 8

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

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

## Equivalents and Metric Conversion Tables

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

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

Miscellaneous Info & Forms

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# TERMINAL TARIFF NO. 8

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## Metric Conversion Table\*

To Find	Given	Multiply	X
Kilograms .....	Pounds	Pounds .....	0.4536
Pounds .....	Kilograms	Kilograms.....	2.2046
Metric Tons .....	Short Tons	Short Tons .....	0.9072
Metric Tons .....	Long Tons	Long Tons .....	1.0160
Short Tons .....	Kiloton/Metric Tons	Metric Tons .....	1.1023
Long Tons .....	Metric Tons	Metric Tons .....	0.9842
Cubic Meters .....	Measurement Tons (40 CF)	Measurement Tons .....	1.1327
Measurement Tons (40 CF)...	Cubic Meters	Cubic Meters.....	0.8828
Square Feet .....	Square Meters	Square Meters .....	10.76
Square Meters .....	Square Feet	Square Feet.....	0.0929
Cubic Feet.....	Cubic Meters	Cubic Meters.....	35.3147
Cubic Meters .....	Cubic Feet	Cubic Feet.....	0.0283
Cubic Meters .....	MBF (Thousand Board Feet)	MBF .....	2.3597
MBF (Thousand Board Feet) .....	Cubic Meters	Cubic Meters.....	0.4238
Acres .....	Hectares	Hectares .....	2.47
Hectares .....	Acres	Acres.....	0.405
Miles .....	Kilometers	Kilometers.....	0.62
Kilometers .....	Miles	Miles .....	1.609
Square Feet .....	Acres	Acres.....	43,560

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

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# TERMINAL TARIFF NO. 8

(Cancels and Replaces Terminal Tariff No. 7)



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## FORM

### 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 <i>(Commodity Type and Amount/No. of Containers)</i>		To Discharge <i>(Commodity Type and Amount/No. of Containers)</i>		
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:	

# TERMINAL TARIFF NO. 8

(Cancels and Replaces Terminal Tariff No. 7)



Effective: 07/01/11

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## FORM

### Supplement to Application for Vessel 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 Port For Payment Use Only	Estimated Dollar Amount
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 Deadtime		
10. Man-Hour/Equipment Rental		
11. Rail/Truck Loading/Unloading		
12. Misc. (Water, Phone Electricity, Security Fees, Fire Protection Access, etc.)		
<b>Total Estimated Charges</b>		
<b>\$</b> _____		

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:	(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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# TERMINAL TARIFF NO. 8

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## Condition 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 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 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 Agent, shall constitute the Agent's attestation as to the accuracy of the information herein supplied, based upon and to the extent of information made available to the Agent at the time of submission; and the Agent shall be held personally liable to the Port for any financial loss suffered by the port as a result of the agent's failure so to report accurately.

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# TERMINAL TARIFF NO. 8

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



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4. Should the Agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended 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 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.