



## **Port of Vancouver USA Tariff No. 6 – February 1, 2019**

NOTICE: This electronic form of the tariff will govern in the event of any conflict with any paper form of the tariff.

For complete information, please read the entire document. The terms and conditions contained in this schedule are binding. If you have any questions, please email the Port of Vancouver at [operations@portvanusa.com](mailto:operations@portvanusa.com).

Naming charges for Wharfage, Storage, Loading, Unloading, Handling, Dockage, and other Traffic Services Rules and Regulations applying at:

PORT OF VANCOUVER USA  
3103 NW Lower River Road, Vancouver, Washington 98660

Approved and Adopted by Port of Vancouver Commission, POV Org #002124 —Adopted May 25, 1999 & effective February 1, 2019.

PARTICIPANTS TO THE RATES, CHARGES, RULES AND REGULATIONS IN THIS TARIFF ARE:

### A. THE PORT OF VANCOUVER

ISSUED BY: Julianna Marler, CEO

BOARD OF COMMISSIONERS: Jerry Oliver, President; Don Orange, Vice-President; Eric LaBrant, Secretary.

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## **SECTION 1 - GENERAL RULES AND REGULATIONS**

### **101 - Application of Tariff**

1. Notice to Public: This tariff is published and filed as required by law and is notice to the public, shippers, consignees and carriers that the rates, rules and charges apply to all traffic without specific notice, quotations to or arrangement with shippers, consignees or carriers.
2. Tariff Effective: The rates, charges, rules, regulations, additions and revisions named in this tariff shall apply at all Port of Vancouver USA facilities on or after effective date of this tariff. Unless otherwise specified, all transit cargo received and undelivered prior to effective dates of tariff, additions and revisions or supplements thereto, shall be charged the rates effective on the date the particular service is performed.
3. Conditions for conducting any business on Port of Vancouver USA facilities are subject to specific authorization by the executive director and may include provisions to protect public safety, security, environment and health.
4. Use of Terminals, Deemed Acceptance: Use of wharves, facilities or services shall be deemed complete acceptance of this tariff and the terms and conditions named herein. It is incumbent upon any persons, organizations or companies conducting business on Port of Vancouver USA properties to fully comply with provisions of applicable federal, state, local and Port statutes and/or regulations.
5. Terminal Operators: Right is reserved by the Port to furnish all equipment, supplies and material and to perform all services in connection with the operation of their terminals under rates and rules named herein.

### **102 - Damage by Vessels**

Vessels are responsible and will be invoiced for damages to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure, will be deemed to have occurred during the vessel's berthing unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.

### **103 - Acceptance, Retention or Delivery of Cargo Conditional**

1. Right to Refuse Cargo: Right is reserved by terminal operators without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload or to permit vessel to discharge:
  - a. Cargo for which previous arrangements for space, receiving, unloading or handling, has not been made by shipper, consignee, or carrier.

- b. Cargo deemed extra offensive, perishable, or hazardous.
  - c. Cargo, the value of which may be determined as less than the probable terminal charges.
  - d. Cargo not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned, at discretion of terminal operator and all expense, loss or damage incident thereto shall be for account of shipper, consignee or owner.
2. Right to Remove, Transfer or Warehouse Cargo: Cargo which, by its nature, is liable to damage other cargo is subject to immediate removal, either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage for the account of the owner, shipper or consignee.

Cargo remaining on wharf or wharf premises after expiration of free time and cargo shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacle within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear.

3. Right to Withhold Delivery of Cargo: Right is reserved by terminal operators to withhold delivery of cargo until all accrued terminal charges and/or advances against said cargo have been paid in full.
4. Right to Sell for Unpaid Charges: Cargo on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Cargo of a perishable nature or of a nature liable to damage other cargo may be sold at public or private sale without advertising, providing owner has been given proper notice to pay charges and to remove said cargo and has neglected or failed to comply.
5. Explosives: The acceptance, handling or storage of explosive or excessively inflammable material shall be subject to special arrangements with terminal operators and governed by rules and regulations of federal, state and local authorities. Hazardous cargos must have been prepared for shipment in accordance with the applicable Department of Transportation regulations contained in 49 Code of Federal Regulations. Shippers, vessels and inland carriers are hereby warned that the party or parties responsible for infractions will be subject to such penalties that may result as a violation of the rules.
6. Owner's Risk:
- a. Cargo which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, decay and glass, liquids and fragile articles will be accepted only

at the owner's risk for rust, tarnish, discoloration, breakage, leaking, chafing and similar loss or damage that may occur despite accepted practices for the care of cargo.

- b. Cargo on open ground or dock is at owner's risk for loss or damage.
- c. Timber and log or lumber rafts, and all watercraft when and if permitted by terminal operator to be moored at moorage dolphins, at wharves or alongside vessels, are at owner's risk for loss or damage.
- d. Cleanup of refuse, breakage, wastage or other debris associated with cargo shall be for the account, as applicable terminal operator, user or owner.
- e. The Port reserves the right to clean debris of terminal operator at user or owner's expense.

#### **104 - Collection and Guarantee of Charges and Terms**

##### **1. Terms:**

- a. Terms are cash. All fixed charges named herein and charges made for services not specified herein shall become due and payable as they accrue. Any pending or alleged claims against the Port of Vancouver will not be allowed as an offset against outstanding invoices or accrued charges until such claims have been allowed or legally established. Regular and usual procedure must be followed in respect to such claims against the Port of Vancouver and, prior to their allowance, they shall constitute no valid reason for non-payment of charges nor for modification of the provisions of this item.
- b. Delinquency Charges on Delinquent Invoices: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid 30 calendar days after date of invoice is delinquent and shall be subject to a delinquency charge. The delinquency charge is one percent (1%) per month on the total unpaid balance thereof; provided, however, that in no event shall the delinquency charge be less than .50 cents per month nor higher than the maximum rate permitted by law.
- c. Collection Costs: Delinquent accounts on which collection efforts require use of legal counsel and/or litigation including trial or any appeal thereafter shall be assessed all costs including accrued interest and any extra expense, including legal expense and attorney fees, even though no litigation is brought. If any arbitration or litigation is instituted to collect sums due under this, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief

awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

- d. Any federal, state, or local taxes applicable will be assessed in addition to the charges as set forth in this tariff.

2. Charges Collected, from Whom:

- a. Port Charges: All charges are due from the vessel, its owner or operator or shipper or consignee unless otherwise specified on the berth application (absorbed by the ocean or inland carriers). In transit cargo in connection with ocean carriers, however, these charges (unless absorbed by inland carriers) and any wharf demurrage or miscellaneous charges accrued against said cargo and of which the vessel, its owners or operators have been apprised, will be collected from and payment of same must be guaranteed by the vessel, its owners or operators. The use of a wharf by vessel, its owners or operators, shall be deemed an acceptance and acknowledgment of this guaranty. Owners or operators of vessels, if and when permitted to make own deliveries of cargo from wharf, will be held responsible for payment of any wharf demurrage accrued against cargo delivered to them.
- b. Service and Facility Charge: (see note) The full amount of such charges shall be billed to and paid by the vessel, its owners or operators, to the Port.

NOTE: Compliance with Decision on FMC Docket No. 744

- c. Prepay Cargo: Right is reserved by the terminal operators to demand prepayment of all charges on perishable cargo or cargo of doubtful value and on household goods or goods, the charges upon which are due from parties whose credit has not been established or is impaired.

**106 - Demurrage No Waiver of Charges**

1. Demurrage of Railroad Cars and Vessels

- a. Railroad Cars: The Port shall assume no responsibility for railroad car demurrage except for physical damage to such railcars caused solely by the Port's own negligence. Demurrage caused by delays arising from strikes, slowdowns, labor actions or riots of any persons in the employ of the Port or service of others shall not be assumed by the Port.
- b. Vessels: The Port shall assume no responsibility whatsoever for any vessel demurrage, except for physical damage to such vessel caused solely by the Port's

own negligence. Any such liability will be computed on the actual down time during regular terminal working hours only and such down time constitutes the extent and limit of Port liability. In no case shall the Port be responsible for other damages, including without limitation, loss of profits, loss of markets, special or consequential damages.

2. No Waiver of Charges for Delays: Delays or losses in loading, unloading, receiving, delivering or handling of cargo arising from strikes, slowdowns or riots by any persons in the service of others or arising from any other cause shall not entitle owners, shippers, consignees, or carriers to waive any terminal charges or expenses. Delays in loading, unloading, receiving, delivering or handling cargo arising from any cause not reasonably within the control of the Port will not entitle the owners, shippers, consignees, or carriers of the cargo a waiver of wharf demurrage or any other terminal charges, or expenses that may be incurred.

## **107 - Insurance, Indemnification, Limitations on Liability**

### **1. Insurance**

Rates named in this tariff do not include insurance of any kind. Every facility user or any other party using Port terminal facilities shall obtain and maintain the following insurance coverage:

Workers Compensation Insurance (including Longshoremen and Harbor Workers Act and/or Jones Act coverage, if applicable). This coverage is required under federal and state statutes for all the party's employees performing its work.

Commercial General Liability Insurance must be secured, with coverage of at least \$5,000,000 for each occurrence. This coverage includes automobile liability, broad form contractual liability and broad form property damage covering property in the insured's care, custody and control. This insurance shall cover claims against the insured for bodily injury, personal injury, death or property damage occurring on, in or about any vessels being loaded by a party on Port premises and adjoining areas. Every party shall submit to the terminal certificate(s) of insurance as evidence of the required coverage upon request. Such insurance shall name the Port as an additional insured as respects use of facilities and shall provide that the terminal is to be given 30 days prior written notice of cancellation.

In addition, Employer's Liability insurance is required in an amount not less than \$1,000,000.

2. Indemnity: Facility user shall defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port from and against, and reimburse the Port for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or



penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following:

- a. any act, omission or negligence of the facility user;
  - b. any use, occupation, management or control of the marine terminal facility by the facility user, whether or not due to the facility user's own act or omission and whether or not occurring on the marine terminal facility;
  - c. any breach, violation or nonperformance of the regulations, rules and terms of this tariff; or
  - d. any damage caused by the facility user on or to the marine terminal facility. For purposes of this provision, "facility user" shall be deemed to include facility user and facility user's respective partners, officers, directors, agents, employees, invitees and/or contractors and subcontractors.
3. Himalaya Clause: The protections and limitations of liability provided by the Himalaya Clause, Item 112, shall apply to all cargo and merchandise that has been loaded from, discharged to or located on the Port's marine terminal facilities.
  4. Excess Cargo Value: Carrier will indemnify the Port from and against, and reimburse the Port for, any liability, damage and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of cargo loss or damage occurring on the Port's marine terminal facilities or as a consequence of services provided by the Port at such 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.
  5. Other Cargo or Merchandise: The Port will have no liability for and each facility user will indemnify the Port from and against, and reimburse the Port for, any liability, damage and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of loss or damage to cargo or merchandise that is not moving as cargo by ocean or inland marine carrier (such as specialty crane service or truck to truck or truck to rail movements) occurring on the Port's marine terminal facilities or as a consequence of services provided by the Port at such 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.
  6. Limits of Liability: Except as to specific exclusions from and limitations of liability stated in this tariff, the Port shall have liability for its own negligence but only to the extent of the direct damages caused by such negligence. In all cases the Port's liability shall be limited as stated in this tariff. Further, the Port shall not be responsible or liable for any

indirect, consequential or special damages, including, without limitation, claims for loss of profit, loss of markets, loss of use of property, delay and damages consequential upon loss of use, whether the same results from negligence, breach of this Agreement or otherwise, and even if the possibility of such may have been foreseeable.

### **109 - Conditions of Services or Conduct of Operations**

Facility users providing services, labor, material, supplies or equipment on Port marine terminal facilities or who are using or receiving the services of the Port and/or its marine terminal facilities (excluding only employees of the Port) do so subject to the following conditions:

1. **Independent Contractors:** In any service relationship with the Port facility users shall be independent contractors, each to the other, and they shall not be agents or employees, one for the other or for the Port, for any purpose.
2. **Use of Facilities Deemed Acceptance of Tariff and Conditions:** Uses of the terminal facilities shall be deemed an acceptance of this tariff along with all the specified terms and conditions contained herein. The Port reserves the right to set work and safety rules, conditions for use and operations procedures applicable to specific locations or operations within the Port's facilities in addition to commercial rules stated in this tariff. All parties using Port facilities and equipment agree to do so entirely at their own risk, regardless of conditions, and are obligated to notify the Port immediately upon discovery of any conditions, equipment or facilities deemed to be unsafe. It is the responsibility of the user to be aware of the physical characteristics of the facilities, the terms of this tariff and all rules or conditions applicable for activities at the facilities of the Port.
3. **Compliance with Law; Workmanlike Performance:** As a condition to the right to conduct business or operate on Port property, facility users warrant that all operations by the facility user and its employees, agents, contractors or subcontractors, will be conducted at all times in compliance with applicable federal and state law or regulation and with necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner. The conduct of such business or operations on Port property shall be deemed to be an offer of such warranty, and its acceptance by the Port. If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages, expenses or liabilities, such facility user shall defend, indemnify and save harmless, and reimburse the Port for and against any such losses, suits, claims, damages, liabilities, or liabilities (including attorneys' fees incurred by the Port.)
4. **Indemnity:** Each facility user shall indemnify and hold harmless the Port, its employees themselves or persons in their employ and expenses (including attorneys' fees) for injury to or death of any person, (including employees of the Port), arising from or related to the operations of the facility user, its employees, agents, contractors or subcontractors, provided, however, this paragraph shall not be construed to relieve the

Port from liability for its negligence, or from the negligence of its employees or agents, except as otherwise stated in Item 107(6) of this tariff.

### **110 - Responsibility for Loss, Damage and Delay of Merchandise**

1. **Port's Responsibility Limited:** The Port shall not be responsible for any loss or damage to merchandise which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence and subject always to the limitations of and exemptions from liability stated in this tariff and otherwise provided by applicable law.

The Port shall not be responsible for any damage to cargo loaded at the facilities covered by this tariff after cargo is transferred to the beyond carriers (whether inland or ocean going) and is removed from the Port facilities.

Further, except for want of due diligence, the Port shall not be liable for any personal injury, damage or loss (including without limitation to empty containers) which results from (1) animals, insects, rodents or vermin; (2) decay, deterioration, evaporation, shrinkage or loss of quality or value for inherent vice of product cargo; (3) interruptions in electrical power, fire, frost, leakage or discharge from fire protective systems, oxidation or rusting, collapse of buildings or structures, breakdown of plant or machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will the terminals be responsible for any loss, damage or delay arising as a result of insufficient notification; (4) civil disorder, insurrection, riot, strike, slowdown or labor stoppage of persons in the service of others, nor from delay caused by shortage of qualified labor; (5) wind, flood, earthquake, governmental action, war, acts of God, or other causes of similar nature.

2. **Responsibility During Free Time Period:** Except as limited by specific provisions in this tariff, liability for loss, damage or delay to merchandise during free time periods as specified in the tariff shall be limited as set forth in the ocean carrier's receipt or bill of lading.
3. **Responsibility as Warehousemen:** Except as limited by specific provisions, liability for loss, damage or delay to merchandise while in the care 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.
4. **Valuation of Cargo or Merchandise for Claims Purpose:** Any claims against the Port shall be based upon the actual cost of the merchandise plus freight, 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
5. **Privately Owned Vehicles:** Privately owned vehicles shipped through the Port facilities are at owner's sole risk. The Port will not assume any responsibility or liability for any claims, except to the extent that any of the aforesaid loss or damage results from solely from negligent acts or omissions of the Port, its employees or agents, and subject to all limitations on liability stated in this tariff.

## **111 - Claims**

1. **Loss or Damage Claims:** Unless notice of loss of or damage to cargo or merchandise is given in writing to the Port at the time of removal of the goods from the Port (or within three (3) days of removal if the loss or damage was not apparent) such removal shall be prima facie evidence of delivery of the goods in the same condition as received by or in the Port facilities. The Port shall be discharged from all liability in respect of cargo or merchandise unless suit is brought within one (1) year of the occurrence of the alleged loss or damage to cargo or merchandise.
2. **Recovery of Overcharge Claims:** Claims for recovery of overcharges must be filed in writing with the Port within twelve (12) months following the date of the invoice against which the overcharge is claimed.

## **112 - Himalaya Clause**

It is hereby expressly agreed between the Port and each ocean carrier, inland water carrier and inland land carriers (including rail and truck) (collectively "carriers) using the Port's facilities that as a condition and in consideration of using those facilities, the Port, as well as any and all of its employees, servants, agents and/or independent contractors (hereinafter as used in this paragraph, "port parties") used or employed in connection with the performance of any of the carriers' obligations under their various bills of lading shall be treated as and shall be express beneficiaries of those bills of lading. As such, the Port and port parties shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any bill of lading or by law so that the Port and port parties shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves.

Each carrier shall indemnify the Port and port parties from and against, and reimburse the Port and port parties for, any liability, damage and claim (and all expenses connected therewith, including reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such carrier fails to incorporate in its bill of lading, or through contract or otherwise fails to apply to the cargo, such rights, defenses, exemptions and immunities and as a result the Port or any port parties are unable to take advantage of any such rights, defenses, exemptions and immunities that would otherwise be available to the Port or port parties. In the event of conflict between the protections afforded by bills of lading issued by ocean and inland carriers, the Port may elect to rely upon the bill of lading affording the lower limit of liability.

### **113 - Labor Rules**

1. Labor Rates Subject to Change: The rates named in this tariff, additions and revisions, or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion or other causes not reasonably within the control of the terminal resulting in an increased cost of services, the rates are subject to change without notice or the charge for service may be assessed on the man-hour basis as per Item 305 .
2. Labor Overtime, Penalty Time: See Item 305 paragraph (2)
3. Labor Standby Time: See Item 305 paragraph (2)

### **114 - Specific Rate Prevail**

Rates provided for specific commodities shall prevail over any general commodity or N.O.S. rate.

### **115 - Reservation of Agreement Rights**

1. The Port reserves the right to enter into agreements with common carriers, shippers and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state and national law governing the civil and business relations of all parties concerned.
2. The Port reserves the right to enter into agreement for the use of specific storage space, tracks, or other terminal facilities at rates commensurate with their service rendered.

### **121 - Transshipped Cargo**

When transshipment is substituted by the vessel operator in lieu of direct call of vessel at the Port, the charge or charges on cargo so handled shall be the same as that applicable to cargo handled on direct call vessels.

### **122 - Berth Assignments**

1. No vessel will be permitted to berth at a wharf or terminal facility of the Port of Vancouver without having first made application for a berth assignment and without such an assignment having been granted by the Port.
2. To download a printable/writable version of the Vessel Berth Application, please visit [www.portvanusa.com/marine-terminals/vessel-berth-application](http://www.portvanusa.com/marine-terminals/vessel-berth-application)

NOTE: In all instances where the “Party Responsible for Payment” listed on the Supplement to Vessel Berth Application has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing.

3. Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel.
4. Berth assignments made by the Port are subject to alteration and revocation in the following conditions:
  - a. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
  - b. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of the delay and may be reduced or avoided by use of the berth by another vessel which is capable of cargo loading or discharge at the berth.
  - c. Whenever the Port deems a danger of congestion exists, any vessel on berth may be required to work cargo around-the-clock or at overtime expense. Should any vessel refuse to comply, the Port may order the vessel to vacate the berth.
  - d. Whenever any vessel occupies a berth provided with special purpose equipment or facilities, which are not required to facilitate the cargo operations of such vessel, the Port may, when faced with an urgent need to employ such equipment or facilities in connection with a cargo movement fitted to their use, requires the vessel on berth to work around-the-clock or at overtime expense to clear the berth as soon as possible or order the vessel to vacate the berth.
  - e. Any vessel ordered to vacate a berth in such circumstances will be assigned another berth if a satisfactory alternate is available or shall be permitted to return to the original berth immediately after the other vessel has completed cargo operations or has vacated the berth for any other reason, provided the conditions which caused the original issuance of the order to vacate are deemed by the Port to exist no longer.

- f. All costs of extra or overtime labor, pilotage, shifting, tug-hire, linesmen or those of any description rising from the requirement of the Port under these rules shall be for the vessel's account.
5. Vessels required to Vacate Berths: Orders to vacate a berth shall provide the vessel with a reasonable period in which to comply. In no case shall such order require a vessel to vacate in less than two (2) hours from the time the order is issued and tendered to the vessel.
6. Penalty for Refusal to Vacate Berth: Whenever an order to vacate a berth is made by the Port under these rules and said order is refused or not complied with in the time specified, the Port may assess a penalty dockage rate of twice the published dockage rate if the vessel remains on berth after such order has been issued or tendered to the vessel. Penalty dockage will commence at the time the vacation was ordered.

At its option the Port may affect the removal of a vessel from berth at the time period specified in the order to vacate with all risks, liability and expense for the vessel's account. The alternatives permitted the Port under these rules shall be a choice solely to the discretion of the Port.

7. All persons to whom berths have been assigned shall be responsible and liable to the Port for any damage occurring to such assigned property while a vessel is berthing or departing, or any damage occurring during their tenancy and occupancy. Upon the refusal, failure or neglect of any such person to accept responsibility and liability in the manner and under the circumstances aforesaid, the executive director may immediately revoke the assignment to any such person without notice, and may refuse the use of any wharf, berth or other facility to any such person until the Port has been fully reimbursed for any such damage.
8. Liability of the Port on Berth Assignments:
  - a. Issuance of berth assignments by the Port does not warrant the depth of water alongside the assigned or substitute berth.
  - b. Granting of berth assignments to assignees is not an implication or a guarantee of labor to be provided to work vessels, nor allocation of sufficient labor for a maximum desired operation. Such assignment or allocation of the labor force is beyond the control of the Port.
9. Conditions of Berth Assignment: In accordance with Federal Maritime Commission Docket 83-48 (Alaska Maritime Agencies, Inc., et al. Port of Anacortes, et al., and Port of Vancouver USA Tariff #6), all applications for vessel berth assignment shall be made in the form specified by the Port and will require the timely filing of the financial

responsibility information shown in the Vessel Berth Application, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- a. Payment terms 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 (6) days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- b. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has established credit worthiness acceptable to the Port.
- c. 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 their knowledge all information called for herein on 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 the party responsible thereof.
- d. Should the agent receive information which materially differs from the information previously provided, the agent shall immediately notify the Port and file an amended supplement to Vessel Berth Application with the Port.
- e. All estimates of Port charges are subject to approval and/or adjustments by the Port.
- f. The Port shall advise the agent as to (1) its approval or adjusted estimate of Port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- g. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

#### **124 - Disposal of Waste and Garbage**

1. Vessels requiring discharge of oily waste, contaminated garbage, medical waste, hazardous waste and/or regulated waste at the Port shall inquire of the Port's Operations Department for the name(s) of oily waste, contaminated garbage, medical waste and/or hazardous waste hauler(s) permitted by the Port to receive, properly



transport, treat, and dispose of oily waste, contaminated garbage, medical waste and/or hazardous waste. The vessel shall arrange directly with such oily waste, contaminated garbage, medical waste, hazardous and/or regulated waste hauler(s) for such services and equipment. Payment of charges for these services and equipment provided by such oily waste, contaminated garbage, medical waste, hazardous and/or regulated waste hauler(s) shall be made directly to these haulers by the vessel, its agent, owner, charterer, or any party responsible for such payment of charges by the vessel.

2. Under this item, contaminated garbage means all APHIS regulated wastes including all kinds of victual and domestic wastes generated during the normal operation of the vessel. The oily waste, contaminated garbage, medical waste and/or hazardous waste hauler(s) are independent contractor(s) and are not agent(s) or employee(s) of the Port, and as such the Port shall not be liable for any act, omission, or negligence of any such oily waste, contaminated garbage, medical waste and/or hazardous waste hauler. Rates and charges assessed vessels by the Port of Vancouver for use of its facilities or services do not include this service, nor do they include insurance coverage for any potential liability of any oily waste, contaminated garbage, medical waste and/or hazardous waste hauler permitted by the Port of Vancouver.
3. The discharge by a vessel of oily waste, contaminated garbage, medical waste, and/or hazardous waste at the Port of Vancouver must be performed in accordance with the terms of this tariff and applicable federal, state and local regulations.

### **125 - Manifests Required of Vessels**

Masters, owners, agents or operators of vessels are required to furnish the terminal with complete copies of the vessel's manifest, showing names of consignees or consignors and the weights or measurements of all cargo loaded or discharged at the terminals of the Port. Such manifests must also designate the basis, weight or measurement on which the ocean freight was assessed. In lieu of manifests, copies of mates' receipts containing all information as required above may be accepted. Such information must be received by the Port for export within two days of vessel's departure and for import within 10 days of vessel's arrival from the Port's marine terminals facilities.

### **126 - Shipper Requests and Complaints**

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the executive secretary of Northwest Marine Terminal Association, Inc, P. O. Box 7127, Tacoma, WA 98417.

## **127 - Stevedores and Other Service Providers**

1. The stevedore and other service providers shall exercise care in the performance of their operations in order to prevent injury to or death of any person and damage to or destruction or loss of property.
2. The stevedore and other service providers shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations.
3. In any service relationship, the Port, stevedore and other service providers shall be independent contractors, each to the other, and shall not be agents, one for the other, for any purposes.
4. The Stevedore and Other Service Providers Shall:
  - a. Make use of the appropriate facilities and equipment furnished by the Port.
  - b. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
  - c. Have at least one responsible officer or representative, with full power to make all operating decisions available for contact by the Port at all times, and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
  - d. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of operations.

### **5. Stevedore and Other Service Providers Warranty:**

As a condition to the right to conduct business or operate on Port property the stevedore and other service providers shall warrant that their operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the stevedore and/or other service providers. If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the stevedore or other service providers shall defend, indemnify and save harmless, and reimburse the Port in respect thereto.

6. **Stevedore and Other Service Providers Indemnity:** The stevedore and other service providers shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorneys' fees) for injury to or death of any of the stevedore or other service provider's employees, agents or invitees, or

for damage to or destruction of their property. The stevedore or other service providers shall also indemnify and hold harmless the Port, its employees, agents and invitees from and against any claims, damages, losses and expenses (including attorneys' fees) for injury to or death of any other persons (including employees of the Port), and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any negligent act or omission or breach of these rules by the stevedore or other service providers, its employees, agents or anyone else for whose acts they may be liable.

The stevedore or other service providers shall also indemnify the Port and pay for all damages or loss suffered by the Port to the extent of user's negligence, including but not limited to, damage to or destruction of Port property, including the equipment (i.e. Port crane) itself, and for loss of revenue caused by or arising out of such damage or destruction.

The stevedore and other service providers shall execute and deliver to the Port an indemnity agreement to accept the terms of this tariff.

7. Stevedore and Other Service Provider's Insurance:

- a. The stevedore or other service providers shall obtain, and shall maintain, the following insurance coverage: (i) Workmen's Compensation Insurance (which may include Longshoremen and Harbor Workers Act coverage) under all applicable federal and state statutes and municipal ordinances for all the stevedore's employees performing their work, and Employers' Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.00 (ii) Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability and property in the insured's care, custody and control) against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5 million for each occurrence.
- b. The stevedore and other service providers shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days prior written notice of any alteration or cancellation.

8. Stevedores are responsible to cooperate fully with the Port in all respects by (i) advising as far in advance as possible the type of vessel, master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operations; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.

9. The Port shall furnish, subject to conditions and charges stipulated elsewhere in this tariff, the following:

- a. Access, for stevedore employees, to Port property at places and in the manner as may be approved by the Port. (i) Emergency office and telephone usage; (ii) Port equipment to the extent it is available, required, and dedicated to stevedore use.
- b. All Port equipment utilized by the stevedore in performing its work is expressly understood to be under the direction and control of the stevedore and the stevedore is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the stevedore to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters.
- c. All such equipment will be properly used by the stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the stevedore shall pay for the damage to such equipment.
- d. Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as when received, normal wear and tear excepted.
- e. It shall be incumbent on the stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy the stevedore that these are safe places for the access and the work to be performed. There is no representation or warranty by the Port with respect to such matters.

### **128 - Concealed Damage or Loss**

The Port will not accept responsibility for concealed damage or loss, nor for the condition of contents of damaged cargo when received in that condition from vessel or inland carrier.

### **130 – Applicable Law, Jurisdiction and Venue**

This tariff is to be governed by and construed in accordance with the laws of the state of Washington or, where applicable, the Federal Maritime Law of the United States. All facility users submit to the jurisdiction of the state and/or federal courts for Clark County, Washington.

Any litigation initiated by a facility user against the Port, whether or not it arises out of or relates to this tariff or the use of Port facilities under this tariff, must be brought in the state or federal courts for Clark County, Washington. Suits initiated by the Port are not restricted to any particular venue.

## **SECTION 2 - ABBREVIATIONS AND DEFINITIONS**

## 201 – Abbreviations Explained

|            |                         |
|------------|-------------------------|
| B.M        | Board Measure           |
| Bbl        | Barrel                  |
| Bdl        | Bundle                  |
| Cs         | Case                    |
| C/L        | Carload Lot             |
| C/M or CBM | Cubic Meters            |
| Cu. Ft     | Cubic Feet              |
| Dia        | Diameter                |
| D/O        | Delivery Order          |
| Hdlg       | Handling                |
| K.D.       | Knocked Down            |
| Kilos      | Kilograms               |
| LCL        | Less than Car Load      |
| MT or mt   | Metric ton (1000 kg)    |
| Min        | Minimum                 |
| Misc       | Miscellaneous           |
| NOS        | Not Otherwise Specified |
| Pkg        | Package                 |
| R.R        | Railroad                |
| S.U        | Set Up                  |
| T          | Ton (2,000 lbs)         |
| Whfg       | Wharfage                |
| W/M        | Weight or Measure       |
| W/R        | Warehouse Receipt       |

## 202 - Metric Conversions

Metric conversion factors to be employed in determination of charges assessed under this tariff are as follows:

| Measure             | Metric Equivalent   |
|---------------------|---------------------|
| 1 Lb.               | .4536 Kilograms     |
| 1 Ton of 2,000 lbs. | 907.2 Kilograms     |
| 1 Inch              | 2.54 Centimeters    |
| 1 Foot              | .3048 Meters        |
| 1 Yard              | .9144 Meters        |
| 40 Cubic Feet       | 1.1327 Cubic Meters |
| 1 Gallon            | 3.7854 Liters       |

| Measure        | English Equivalent |
|----------------|--------------------|
| 1000 Kilograms | 2204.6 lbs.        |
| 1 Centimeter   | .3937 Inches       |
| 1 Meter        | 39.37 Inches       |

Conversion:

|                        |                                  |
|------------------------|----------------------------------|
| Kilograms to lbs.      | Multiply Kilograms X 2.2046 lbs. |
| Lbs. To Kilograms      | Lbs. Divided by 2.2046           |
| Cu. Meters to Cu. Feet | Multiply Cu. Meters X 35.314     |
| Cu. Feet to Cu. Meters | Multiply Cu. Feet X 0.0283       |
| Feet To Meters         | Multiply Feet X .3048            |
| Meters to Feet         | Multiply Meters X 3.281          |
| MBF to CBM             | Divide by 2.36                   |

Metric Equivalents:

|                  |                     |
|------------------|---------------------|
| 1 Metric Ton =   | 2,204.6 Pounds      |
| 1 Pound =        | 0.4536 Kilos        |
| 1 Cubic Meter =  | 35.314 Cubic Feet   |
| 1 Cubic Foot =   | 0.0283 Cubic Meters |
| 1,000 ft. B.M. = | 83.333 Cubic Feet   |
| 1 Cubic Meter =  | 423.768 Ft. B.M.    |

**204 - Bagged Cargo Defined:** Bulk cargo in jumbo bags of at least one (1) metric ton capacity as prepared by the shipper that can be handled as one unit.

**206 - Cargo Defined:** All articles, goods, materials, merchandise or wares carried onboard a ship, railcar, truck, barge or other conveyance and which is listed on cargo documentation.

**208 - Checking Cargo Defined:** The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

**210 - Container Defined:** A single, rigid, intermodal, non-disposable dry cargo, insulated, refrigerated, flat rack, liquid tank or open top container, demountable, without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized cargo aboard its vessels.

**212 - Container Freight Station (CFS) Defined:** The location or locations designated by the Port for the receiving and delivery of shipments, assembly, and packing and unpacking of containers.

**214 - Direct Transfer Defined:** Direct Transfer is the movement of cargo by ship's gear or Port cranes, directly between inland conveyance spotted at ship's side and the vessel.

**216 - Dockage Defined:** Dockage is the charge assessed against ocean vessels for berthing at a wharf, piling structure, pier, bulkhead structure, bank, or for mooring to a vessel so berthed.

For the purpose of continuing in effect the historic practices at the Port of Vancouver, this definition of dockage takes precedence over and is a departure from the definition in 46 CFR 525.1.c.

Lay Status is a condition of dockage defined as:

1. A vessel in non-working status waiting to load or discharge cargo
2. A vessel that has completed cargo operations and has not sailed
3. Other circumstances as determined by the Port

**218 - Dry Bulk Cargo Defined:** Cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and is, therefore, subject to the requirements of this part.

**219 - Facility User Defined:** All persons or entities performing services at the Port of Vancouver USA including their respective partners, officers, directors, agents, employees, invitees and/or contractors and subcontractors.

**220 - Forest Products Defined:** Forest products include but are not limited to, lumber in bundles, rough timber, ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp in rolls, wood pulp in unitized bales, paper and paper board in rolls or in pallet or skid-sized sheets, liquid or granular by-products derived from pulping and papermaking, and engineered wood products.

**222 - Free Time Defined:** The period specified in the terminal schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

**224 - Handling Defined:** Handling, when performed by the terminal, is the service of moving cargo from the end of ship's tackle on the wharf to point of rest on the wharf, or from point of rest on the wharf, to within reach of the ship's tackle on the wharf. It includes ordinary sorting, breaking down and stacking on the wharf. When cargo is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading, charges for sorting will be made at the man-hour and equipment rental rates. Charges for handling are assessed against vessels, their owners or operators. At the option of the terminal operator handling charges applicable on cargo may be assessed against the owners, shipper, or consignee of the cargo. At the option of the terminal operator handling may be performed at the tariff man-hour and equipment rates in lieu of the published commodity handling rates.

For the purpose of continuing in effect the historic practices at the Port of Vancouver, this definition of handling takes precedence over and is a departure from the definition in 46 CFR 525.1.c.

**226 - Heavy Lift Defined:** The service of providing heavy lift cranes and equipment for lifting cargo.

**228 - Liquid Bulk Cargo Defined:** Cargo which is transported and stored in liquid form.

**230 - Loading/Unloading Defined:** The service performed in loading cargo on or into railroad cars, trucks, or barges, and unloading cargo from railroad cars, trucks, or barges. The services include ordinary breaking down, sorting, and stacking. Loading and unloading charges are assessed against the cargo when not absorbed by carriers.

For the purpose of continuing in effect the historic practices at the Port of Vancouver, this definition of loading/unloading takes precedence over and is a departure from the definition in 46 CFR 525.1.c

**232 - Marine Terminal Operator Defined:** A person, or entity, engaged in the United States or a commonwealth, territory, or possession thereof, in the business of furnishing wharfage, dock, warehouse or other terminal facilities in connection with a common carrier, or in connection with a common carrier and a water carrier subject to subchapter II of chapter 135 of title 49, United States code. A marine terminal operator includes, but is not limited to, terminals owned or operated by states and their political subdivisions; railroads who perform port terminal services not covered by their line haul rates; common carriers who perform port terminal services; and warehousemen who operate port terminal facilities. For the purposes of this part, marine terminal operator includes conferences of marine terminal operators.

For this tariff, marine terminal operator and terminal operator have the same meaning.

**234 - Metals Defined:** Metal includes cargo comprised of elements, mixtures, compounds, or alloys commonly known as metal, metal foil, metal leaf, forged metal, stamped metal, metal wire, metal rod or metal chain that are packaged as a roll, coil, spool, wind, or wrap.

**236 - NOS (Not Otherwise Specified) Defined:** The entry in a tariff that can apply to commodities not covered under a specific item or sub-item in the applicable tariff.

**238 - Palletized Cargo Defined:** Cargo secured to pallets as prepared by the shipper that can be handled as one unit.

**240 - Person Defined:** Individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees and personal representatives.



**242 - Point or Place of Rest Defined:** An area assigned by the Port or terminal operator for the placement of import or export cargo.

**243 – Port Defined:** Port of Vancouver USA.

**244 - Rate Defined:** A price quoted in a schedule for providing a specified level of marine terminal service or facility for a stated cargo quantity, on and after a stated effective date or within a defined time frame.

**246 - Re-handling Defined:** Re-handling is the extra sorting of cargo, extra stacking or unstacking, or extra movements into or out of holding areas, including movements required for CBP scanning. The charge for re-handling applies each time cargo is subject to additional movements.

**248 - Rolling Stock Defined:** Rolling stock is wheeled cargo that has the capability of rolling both powered and unpowered.

**250 - Service & Facilities Defined:** Service and facilities charge is the charge assessed against ocean vessels, their owners or operators (see Item 104) which load or discharge cargo at the terminals for the use of terminal working areas in the receipt and delivery of cargo to and from vessel and for services in connection with the receipt, delivery, checking, care custody, and control of cargo required in the transfer of cargo:

1. From vessels to consignees, their agents or connecting carrier, or
2. From shippers, their agents or connecting carriers, to vessels

The foregoing does not include any services or facilities the charge for which is included in wharfage, dockage, wharf demurrage, wharf storage or other individual charges.

Service and facilities charge does not include any cargo handling, loading nor unloading operations, nor any labor other than that which is essential to performing the service and does not include the furnishing of supercargoes, supervisors or clerks, which by custom of the Port, are normally employed by the vessel, its agents, operators or owners.

**252 - Terminal Facilities Defined:** One or more structures comprising a terminal unit, which include, but are not limited to, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, grain elevators and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers.

**254 - Terminal Services Defined:** Services including checking, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, usage, wharfage, and wharf demurrage, as

defined in this section. The definitions of terminal services set forth in this section shall be set forth in terminal schedules, except that other definitions of terminal services may be used if they are correlated by footnote, or other appropriate method, to the definitions set forth herein. Any additional services which are offered shall be listed and charges therefore shall be shown in the terminal schedule.

**256 - Terminal Storage Defined:** The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.

**258 - Unitized Cargo Defined:** Unitized cargo is defined as that cargo which is prepared or packed in such a manner that it can be handled routinely with Port mechanical equipment. If the unit consists of separately packaged elements, it will be documented on a per unit basis and will maintain that single unit identity at the Port (e.g., units will not be checked by or broken into component elements).

**260 - Usage Defined:** The use of a terminal facility by any rail carrier, lighter operator, trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

**262 - Wharf Demurrage Defined:** A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage (see item #324-free time).

**264 - Wharfage Defined:** A charge assessed against all cargo passing or conveyed over, into, or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf, piling structure, pier, bulkhead structure or bank or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service.

For the purpose of continuing in effect the historic practices at the Port of Vancouver, this definition of wharfage takes precedence over and is a departure from the definition in 46 CFR 525.1.c.

### **SECTION 3 - TERMINAL CHARGES ALL TRAFFIC**

This section covers terminal operations, conditions and rates.

#### **301-Dockage**

Berth assignments are issued at the sole discretion of the Port and are revocable without notice. The Port has designated Terminal 2 Berth 3 as a specialty cargo berth and may give berthing preference to ocean going ships loading or discharging slabs or project cargo.

1. Dockage Periods:

Dockage periods will be assessed for any period of time (per 24 hour period or any fraction thereof) when the first line is made fast to the wharf, pier, seawall, slip or other mooring facilities, and shall continue until such vessel is completely free (last line free) from and has vacated such facility. For purposes of calculating first and last line, the Port or terminal operator's records will be used.

One hour grace period: an additional dockage period shall not be assessed when a vessel departs from the Port within the first sixty (60) minutes of a subsequent period, after the first full period.

2. Basis for Computing Charges:

All berths except Grain Elevator: (for Grain Elevator see Note A)

- a. Dockage charges shall be based upon the vessel's length-over-all as published in "Lloyd's Register of Ships." Length-over-all shall be construed to mean the linear distance, expressed in feet or meters, from the most forward point on the stem of the vessel to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in "Lloyd's Register of Ships" the Port may obtain the length-over-all from the "Vessel's Register" or measure the vessel.
- b. When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the same terminal company, the total time at such berths will be considered together in computing the dockage charge.
- c. Vessels on lay status may be permitted to moor at idle terminal berths when such berths are available. Lay status permission must be requested from the Port of Vancouver in advance. Dockage charges for vessels on lay status shall be assessed on the basis of 25 percent of the applicable dockage rates published in this item or a minimum of \$793.91 per 24 hour period or fraction thereof, whichever creates the greater revenue.
- d. Vessels requesting lay status for 10 consecutive days or longer may request a negotiated rate when berths are available. Additionally, vessels on lay status 30 (thirty) days or longer paying more than \$250 per 24 hour period are subject to leasehold excise tax.
- e. Vessels of the United States government may be berthed at Port terminals without charge at the discretion of the Port.

3. Dockage Rates:

| Length-Overall in Meters |          | Rate Per Dockage Period |
|--------------------------|----------|-------------------------|
| Over                     | Not Over |                         |
| 0                        | 107      | 1,778                   |
| 107                      | 114      | 2,208                   |
| 114                      | 122      | 2,428                   |
| 122                      | 130      | 2,689                   |
| 130                      | 137      | 2,986                   |
| 137                      | 145      | 3,220                   |
| 145                      | 152      | 3,536                   |
| 152                      | 160      | 4,013                   |
| 160                      | 168      | 4,313                   |
| 168                      | 175      | 4,681                   |
| 175                      | 183      | 5,201                   |
| 183                      | 191      | 5,926                   |
| 191                      | 198      | 6,891                   |
| 198                      | 206      | 7,848                   |
| 206                      | 213      | 8,849                   |
| 213                      | 221      | 10,254                  |
| 221                      | 229      | 11,734                  |
| 229                      | 236      | 13,314                  |
| 236                      | 244      | 14,944                  |
| 244                      | 259      | 17,163                  |
| 259                      | 274      | 19,529                  |
| 274                      | 290      | 21,999                  |
| 290                      | or more  | 24,500                  |

Note A: Grain Elevator

Dockage charges for the grain elevator will be calculated using the vessel's gross registered tonnage (GRT) as reported by the Lloyd's Register of Ships. Dockage will be assessed at \$1.00 per GRT for each 24 hour period or fraction thereof.

Dockage charges for vessels on lay status at the grain elevator shall be assessed on the basis of 50 percent of the applicable dockage rates published in this item.

In the event that the vessel requests, in writing, and the grain elevator chooses not to work weekends or holidays, the vessel will be granted lay status.

4. Vessels Required to Move, Vacate Dock, etc.:

Permission to dock vessels for other purposes than to load or discharge cargo shall be granted only at the option of the Port and conditional upon vessels shifting their position at wharf, vacating docks or leaving the terminal at the request of the Port.

At its option the Port may affect the removal of a vessel from berth at the time period specified in the order to vacate with all risks, liability and expense for the vessel's account. The alternatives permitted the Port under these rules shall be a choice solely to the discretion of the Port.

### 302 - Cranes

1. General Conditions:

Charges for use of cranes shall be in addition to other charges named in this tariff. The crane(s) will be supplied without an operator. The party renting the crane(s) must operate the equipment with a qualified crane operator and must operate within the crane (s) and the facility's rated capacity. The Port of Vancouver assumes no liability for claims, losses, and malfunction of the crane(s), costs or expenses by reason of property damages, personal injury or death, which may result from the use of the crane(s).

Companies must request the use of crane(s) before 2:30 p.m. the day before intended use by contacting the Port's terminal manager or terminal superintendent. Requests must be made during Port working days. Cancellations may result in application of the minimum charges listed below.

At its sole discretion, the Port reserves the right to assign cranes. If applicable, the following crane per hour rate includes Washington state sales tax.

2. Liebherr mobile harbor crane(s) hourly rates and minimum: The following charges apply for use of the Liebherr mobile harbor crane(s):

|            | <b>Rate per hour or any fraction thereof</b> | <b>Surcharge-per vessel call</b> |
|------------|--|----------------------------------|
| Each crane | \$770.00                                     | \$5,000.00                       |
| Two cranes | \$770.00 each                                | \$7,500.00                       |

- a. Each crane will be charged on the basis of a four hour minimum.
- b. The two crane lift surcharge applies to both engineered and non-engineered lifts.
- c. The Port reserves the right to determine if a two crane lift must be engineered. The cost of any engineering will be borne by the party ordering the lift. Two crane lifts must be pre-approved by the Port well in advance of any lift being executed.

3. Paceco Gantry Crane hourly rates and minimum: The following rates per hour, or fraction thereof, apply for use of the Paceco Gantry Crane:

|  |          |
|--|----------|
| Paceco Gantry Crane when utilized on container vessel.   | \$713.00 |
| Paceco Gantry Crane when used for non-cellularized, conventional or break-bulk vessel, and/or river barge. | \$396.00 |

a. The Paceco Gantry Crane will be charged on the basis of a four hour minimum.

4. 15 Cubic Yard Radio-Controlled Bucket:

- a. Single line, radio controlled bucket available for use on port cranes only.
- b. Bucket is suitable for materials up to 100 Lbs per Cu. Ft.
- c. The port assumes no liability for claims, losses, malfunction of the bucket, costs or expenses by reason of property damages, personal injury or death, which may result from the use of the bucket.

**303 - Equipment Rental**

Equipment listed below will be rented only at the risk of users and at the convenience of the Port of Vancouver. Unless otherwise specified, rates named are per hour or fraction thereof and are subject to Washington state sales tax.

| Equipment description                     | Rate per hour, unless otherwise specified |
|---|---|
| Lift Trucks:                              |   |
| Rated Capacity up to 10,000 lbs.          | 55.67                                     |
| Rated Capacity from 10,001 to 25,000 lbs. | 95.88                                     |
| Rated Capacity from 25,001 to 50,000 lbs. | 112.38                                    |
| Rated Capacity from 50,001 to 75,000 lbs. | 163.93                                    |
| Rated Capacity Over 75,000 lbs.           | 241.25                                    |
| Top Pick/Reach Stacker                    | 305.18                                    |
| Yard Trailer                              | 45.36                                     |
| Yard Tractor                              | 45.36                                     |
| Yard Truck                                | 45.36 (per shift)                         |

All other equipment furnished by the Port will be quoted on a case by case basis. Equipment rental does not include the operator. No mechanical equipment may be brought for use on the terminals, except upon permission granted by the Port.

**304 - Lessees' and Renters' Responsibility**

When equipment is rented or leased to others, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment.

It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Vancouver, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease.

It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Vancouver with reference to such matters, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees or agents.

### 305 - Man-Hour Rates

1. Schedule of man-hour rates (the following rates apply for Port supplied labor):

| Labor Class                 | Straight Time Rate | Overtime, Weekend & Holiday Rate | Second Shift Rate |
|-----------------------------|--------------------|----------------------------------|-------------------|
| Basic Longshore             | 132.17             | 174.94                           | 160.68            |
| Skill 1                     | 137.03             | 182.25                           | 167.18            |
| Skill 2                     | 141.65             | 189.15                           | 173.32            |
| Skill 3                     | 143.94             | 192.58                           | 176.37            |
| Sweeper                     | 136.77             | 181.84                           | 166.83            |
| Registered Clerk/Supervisor | 137.03             | 182.25                           | 167.18            |
| Computer Clerk              | 141.65             | 189.15                           | 173.32            |
| Chief Supervisor            | 143.94             | 192.58                           | 176.37            |
| Foreman                     | 170.89             | 231.47                           | 211.28            |
| Lead Gearman                | 145.96             | 195.62                           | 179.08            |
| Lead Mechanic               | 158.34             | 213.94                           | 195.42            |

#### Typical Jobs

- a. Basic Longshore: dockman, holdman, frontman, auto driver, shoveller, lasher
- b. Skill 1: Bulldozer operator, crane chaser, regular (<15t) lift driver, button pusher, gang boss, skilled holdman, hatch tender, truck driver, switchman
- c. Skill 2: Payload operator, heavy (>15t) lift driver, loci operator, mobile crane operator
- d. Skill 3: Top pick, reach stacker, container gantry crane
- e. Computer clerk: Berth agent

Not included are lap hours, guarantees or penalty rates

2. Notes:

- a. **Specific Rates When Not Mentioned:** When services are performed by the Port for which no specific rates are set forth in this tariff, charges for such services shall be based on the number of hours of labor involved, computed by applying the man-hour rate schedule as shown in Item 305.
- b. **Rates for Labor Subject to Change Without Notice:** Rates for services involving labor, being predicated upon, current wages paid labor for straight time under ordinary labor and traffic conditions, are subject to change without notice when costs of such services are increased by conditions not reasonably within the control of the Port.
- c. **Materials and Supplies:** Materials and supplies will be charged for when supplied by the terminal in addition to charges for other services provided at cost plus 15 percent.
- d. **Minimum Hours:** When the terminal is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at the man-hour rate schedule shown in Item 305.
- e. **Standby or Waiting Time:** When labor is ordered for a specified time and is on the job ready for work, or having started work, is delayed for a period of or exceeding 15 consecutive minutes at any time during that work, such delays being caused through no inability or fault of the terminal operator, standby or waiting time for the men will be assessed at the man-hour rate schedule shown in Item 305.
- f. **Overtime & Minimum Costs Additional to Rates:** No service involving overtime, nor any time requiring a minimum number of hours under prevailing labor agreements, shall be performed until the terminal is furnished with a written order authorizing the service. The additional costs for performing such service under these circumstances will be assessed against the party authorizing same.
- g. **Arrangements for Vessels Working During Other Than Regular Hours:** Vessels, their owners, operators or agents, must make prior arrangements with the terminal when cargo is to be loaded or discharged on Saturdays, Sundays, holidays or during hours other than between 8 a.m. and 5 p.m. and must authorize all labor when conditions necessitate their employment.

**310 - Gangway Placement, Reposition or Removal**



Gangway placement, reposition or removal performed by the Port will cost \$2,189.12 per each event. The cost for this service will be for the account of the vessel.

### **311 - Camel Placement**

The Port will provide camels upon request. Request should be made at least 24 hours in advance. The cost for camel placement and removal is \$3,869.52 and will be charged to the vessel requesting camels.

### **312 - Storage**

1. At the option of the Port, storage of cargo may be permitted at the rates named in this tariff:

At the Port's discretion, cargo may remain where already placed or may be moved and stored elsewhere on terminal facilities at the owner's expense.

When request for storage is not made prior to arrival of cargo at the terminal and additional handling is required to move and/or re-pile cargo for storage, all labor and equipment in connection therewith will be assessed at owners expense.

2. Storage charges do not include insurance of goods.
3. Storage, Liability: see item 110
4. Storage, Right to Terminate: The Port of Vancouver reserves the right to terminate storage of any goods at any time upon giving reasonable notice to the owner or shipper, and if goods are not removed, the Port may cause them to be removed or otherwise disposed of at owner's expense.
5. Bonded Storage: Bonded storage rates are an additional 50 percent to storage rates named herein. Minimum charge is \$90.34 per month. All charges to move goods from one bonded location to another for storage will be additional. Customs officer's services for receiving or delivering shipments, or for inspection of goods, will be billed at actual cost plus 15 percent.
6. Special Storage: Special storage or protection of cargo will be charged in addition to storage rates. The charges will be commensurate with the services performed.
7. Storage Under Unusual Conditions: Cargo at the Port during a waterfront strike or other unusual event may or may not be subject to the storage terms and rates in this tariff at the Ports' discretion.

8. Rates unless otherwise noted or indicated are per day per measurement unit as designated on manifest or whichever creates the greater revenue.

9. Storage Rates

a. Outside Storage:

i. Cargo N.O.S. or Iron/Steel products - per metric ton

|               |              |
|---------------|--------------|
| 1 - 20 Days   | No Charge    |
| 21 - 45 Days  | 0.13 per day |
| 46 - 90 Days  | 0.16 per day |
| 91 - 120 Days | 0.23 per day |
| 121 and over  | 0.51 per day |

ii. Wood Products - per 1,000 FBM Scribner

|               |              |
|---------------|--------------|
| 1 - 20 Days   | No Charge    |
| 21 - 45 Days  | 0.10 per day |
| 46 - 90 Days  | 0.12 per day |
| 91 - 120 Days | 0.15 per day |
| 121 and over  | 0.20 per day |

iii. Dry Bulk Cargo, N.O.S., Negotiable

b. Covered Areas /Inside Storage:

i. Cargo N.O.S. or Iron/Steel products - per metric ton

|               |              |
|---------------|--------------|
| 1 - 10 Days   | No Charge    |
| 11 - 30 Days  | 0.18 per day |
| 31 - 60 Days  | 0.22 per day |
| 61 - 90 Days  | 0.27 per day |
| 91 - 120 Days | 0.35 per day |
| 121 and over  | 0.68 per day |

ii. Wood Products

| Days          | Panel Products per metric ton | Lumber Products per MBF | Lumber Products per C/M |
|---------------|-------------------------------|-------------------------|-------------------------|
| 1 - 10 Days   | No Charge                     | No Charge               | No Charge               |
| 11 - 30 Days  | 0.14 per day                  | 0.14 per day            | 0.08 per day            |
| 31 - 60 Days  | 0.20 per day                  | 0.20 per day            | 0.10 per day            |
| 61 - 90 Days  | 0.25 per day                  | 0.25 per day            | 0.12 per day            |
| 91 - 120 Days | 0.35 per day                  | 0.35 per day            | 0.16 per day            |
| 121 and over  | 0.72 per day                  | 0.72 per day            | 0.32 per day            |

iii. Dry Bulk Cargo, N.O.S., Negotiable

iv. Automobiles, Vehicles, S.U. - on wheels, per vehicle (autos, pickup trucks, vans, tractors) \$0.69 per unit, per day

10. Storage charges will be assessed on weight, measurement, and/or FBM as provided by the vessel's manifest.

11. Minimum storage charge per month: \$84.69 per customer account

12. Container Storage: When storage commences at the expiration of 10 days free time, all days will be counted, including the day the container or chassis is removed from the premises. No free time will be allowed on empty containers received at the terminal for storage only. Empty containers that are damaged to the point they cannot be used for cargo and/or cannot be moved without extra equipment/manning or emergency gear shall be removed from Port premises within 20 working days, or Port will arrange removal at customer's expense.

| Description    | Storage per day |              |               |
|----------------|-----------------|--------------|---------------|
|                | 20'&24' Unit    | 25'&40' Unit | Over 40' Unit |
| Container Only | 3.21            | 6.31         | 6.45          |

|  |       |       |       |
|--|-------|-------|-------|
| Chassis Only                           | 6.31  | 12.62 | 12.89 |
| Chassis with Container Mounted Thereon | 6.31  | 12.62 | 12.89 |
| Minimum Storage Billing                | 31.65 | 31.65 | 32.39 |

### **313 - Long Term Storage**

When cargo remains on terminals or in warehouses one calendar year, cargo may be moved at cost to the cargo (i.e. importer/exporter) to a long term storage location within the Port. All labor and equipment in connection therewith will be accessed at rates named in the man-hour and equipment rates as published in the tariff. The rate for long term storage is negotiable.

### **320 -Truck Loading/Unloading**

The Terminal Guide is available on the Port's [website](#). The Terminal Guide covers rules and regulations specific to loading and unloading trucks at the Port.

Truck loading/unloading charges listed in Section 4 are based on labor required to load or unload trucks up to and including one-half (1/2) hour time. Labor required to perform truck loading or unloading in excess of one-half (1/2) hour time will be charged for on a man-hour basis and equipment rental basis as per Items 305 and 303 respectively.

Loading and unloading which is delayed on account of sorting, special checking, marking, tallying, etc., will be charged on the man-hour schedule of rates (see item 305).

Lumber stickers provided by the terminal to trucks for use in loading and/or stowing cargo will be charged for at the current price of material furnished and will be additional to the truck loading charge.

The Port will not be responsible for overloading or improper loading nor for the condition or outturn of cargo when handled.

By special arrangement with the terminal, truck unloading or truck loading services may be performed on a daily man-hour and equipment rental basis.

### **321 - Rail Car loading/unloading**

The Port will not be responsible for overloading or improper loading nor for the condition or outturn of cargo when handled.

Car blocking and dunnage car stakes, lumber, material and labor used in blocking and dunnaging goods in cars shall be charged against the cargo loaded at current price of material plus labor (see item 305). This charge is in addition to the regular loading charge.

In furnishing the service of ordering, billing out, loading or unloading rail cars, and of handling to and from vessels, no responsibility for any demurrage whatsoever on either cars or vessels will be assumed by the Port.

Loading and unloading which is delayed on account of sorting, special checking, marking, tallying, etc., will be charged on man-hour schedule of rates (see item 305).

By special arrangement with the Port, car unloading/loading services may be performed on a daily man-hour and equipment rental basis.

### **322 - Checking Cargo**

In performing the service of checking, the terminal will accept no responsibility for concealed damage nor for condition of packages, cases or other container whether or not receipts issued so state. Except when expressly accepted for storage, cargo will only be accepted for delivery, and receipts for such cargo will only be issued subject to out-turn at delivery.

Checking will not include measuring, grading, scaling, or supplying any information that cannot be obtained by visual inspection of the package, case or other container.

Unless otherwise provided for, checking will be assessed at man-hour rates as set forth in item 305.

### **323 - Marking and Stenciling**

Marking and stenciling cargo will be charged material plus labor (see item 305).

### **324 - Free Time**

#### **1. Computing Free Time:**

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays and legal holidays. Free time starts at 7 a.m. after cargo is received or unloaded onto wharf from car or truck or, in case of cargo received from vessel, the first 7 a.m. occurring after the vessel's complete discharge.

#### **2. Free Time Periods:**

Cargo stored on open wharf or yard, unless otherwise excepted, will be allowed 20 days free time, Saturdays, Sundays and legal holidays included. Cargo stored in covered areas, unless otherwise excepted will be allowed 10 days free time, Saturdays, Sundays and legal holidays included.

### 3. Assembly Time:

Assembly time up to 20 days beyond the regular free time allowance may be granted shippers for assembling lots of 5000 tons or more of cargo for a particular vessel or shipment.

### 4. Exceptions:

When the sailing date of a vessel has been announced by the vessel operator and the sailing date is delayed due to stress of weather, accident, breakdown or other emergency, an extension of free time may be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on cargo against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

## **325 - Handling**

When persons are permitted to perform the services of handling, such permission is granted specifically upon condition of cargo being piled in a manner and at a place of rest designated by the Port and that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at their option.

## **330 - Hazardous Cargo**

The Port may allow hazardous cargo to be handled at its facility. However, special permission must be obtained prior to handling this cargo. Additional fees will be levied against all hazardous cargo. Rates for handling hazardous cargo will be quoted on a case-by-case basis.

## **331 - Maritime Fire and Safety Association [www.mfsa.com](http://www.mfsa.com)**

The Maritime Fire and Safety Association (MFSA) was formed to provide marine fire response and to supply training and supplies to combat marine fires. Annually, the MFSA adjusts its fees for service. Those fee adjustments are incorporated by reference into this tariff with an effective date as specified by the MFSA.

## **332 - Rail Fees**

For current rail information and fees, please review the rail tariff on the port's [website](#).

## **333 - Seafarers Center**

The Fort Vancouver Seafarers Center, a non-profit organization that provides recreational, cultural, and other services and facilities to visiting seafarers without discrimination, levies voluntary dues and assessments to visiting vessels.

### **334 – Environmental Service Fee**

The Port assesses an environmental service fee against bulk ore cargoes handled through the port. Upon completion of cargo operations this fee will be assessed to stevedore firms, based on the total tonnage loaded or unloaded, to help compensate the Port for environmental compliance programs at its marine terminals. The rate is as follows:

\$3.20 per metric ton

### **340 - Security Fees**

The Port will assess security fees against vessels, their owners, or operators calling at the Port's facilities. 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 US Department of Homeland Security.

Minimum Port Security Fee - \$700.00 per 24-hour dockage period.

### **341 - Small Lots Fee**

A charge of \$137.28 will be assessed against inbound wood products, steel and other break-bulk cargo for bills of lading less than 20.0 metric tons.

### **342 - Water**

Connection and supply of fresh water are billed as follows:

Minimum Rates: Straight Time @ \$694.62; Overtime @ \$2,223.23

Above rates include labor and are based on a minimum of the first 1600 cubic feet (50 short tons/45.36 metric tons) of fresh water. Additional water will be billed at \$2.07 per 100 cubic feet or fraction thereof. Straight time includes regular working hours of 8 AM to 5 PM Monday through Friday excluding holidays; otherwise, overtime applies. Requests for fresh water should be made by the vessel agent through the port's terminal manager or terminal superintendent.

Conversion Basis: 32 cubic feet per short ton; 62.4 pounds per cubic foot.

### **343 - Weighing or Measuring**

Unless otherwise specified, all cargo received must be accompanied by certificate, bill of lading, manifest or other written evidence showing the weight or measure as required by the terminal operator.

### **344 - Wharf Demurrage**

Unless cargo is accepted for storage, wharf demurrage will be assessed at \$1.11 per day, per weight or measure (metric ton or cubic meter), whichever produces the greater revenue. The minimum wharf demurrage charge will be \$89.00. Vehicles wharf demurrage will be assessed at \$5.39 per vehicle per day. Demurrage charges will be paid in full before cargo is released.

### **345 - Advanced Booking**

All shipments handled at the Port must be booked with the ocean carrier prior to delivery, and such booking must be made sufficiently in advance to permit services to be accomplished during the regular working day.

### **346 - Documentation To Be Provided**

The vessel, through its owners, operators, agents and customs brokers, shall give the Port all available information required for the efficient conduct of terminal services five (5) days prior to arrival. At a minimum the vessel is requested to furnish: vessel manifest, stow and hatch plans, packing lists, and crew and visitor lists. The Port will provide vessels working or scheduled to work at the terminal all usual and necessary information required by the vessel for the conduct of its operations.

### **350 - Container Terminal Rates and Rules**

1. Interchange Fee: The Port will charge an interchange fee of \$41.48 for receiving and/or delivering empty or loaded containers.
2. Container Status Location Report: When a container owner or his agent requests an inventory report, such report will be issued daily covering such information as: carrier's name, number, size, individual container identification, and the physical location of the container.
3. Chassis Interchange and/or Inspection: This charge pertains to receipt/delivery interchange of a bare chassis and includes the labor cost only of a bare chassis inspection, not any maintenance or repairs. Containers will have construction, fittings and fastenings compatible with lift beams and able to withstand, without permanent distortion, all of the stresses that may be applied by container lifting and handling equipment.
4. Subsorting of Stuffed or Unstuffed Containerized Cargo: When sorting beyond bill of lading mark is required, an additional charge of \$23.80 per 1,000 kilos will be applicable.
5. Blocking and Bracing: Materials for blocking, bracing, or shoring will be billed at cost plus 15 percent plus tax and are in addition to named rates.



6. Services Performed For Ocean Carrier: Unless instructed otherwise in writing, all services under this section are performed by the Port, and the charges therefore will be paid to the Port by the ocean carrier.
7. U. S. Government Inspection: When federal agencies, including U. S. Customs, request an inspection of containerized and non- containerized cargo, and such inspection involves the opening of the container and/or un-stuffing and re-stuffing, or opening and closing packages of non-containerized cargo, the service will be billed for the account of the cargo or his agent at man-hour rates. Materials will be billed at cost plus 15 percent, plus tax. Second and third shift differential, overtime differential, and any standby time will be added to above rates.

NOTE: If, during inspection, the governing agency or the shipper's representative orders additional handling for examination, services will be billed at man-hours, materials and equipment.

8. Container Freight Station (CFS) Rates: The Port will perform stuffing and un-stuffing of containers at its container freight station. Rates will be quoted by the Port.
9. The truck loading/unloading rates contained in Commodity Rates Section 405 of this tariff requires working a minimum of four containers per shift.

## **SECTION 4 - SPECIFIC COMMODITY RATES ALL TRAFFIC**

### **400 - General**

1. One wharfage and service and facilities (S&F) charge is assessed for each inbound or outbound movement of cargo.
2. Wharfage and S&F charges will not be assessed on cargo (over-stowed) which a vessel discharges and reloads prior to departure, in order to load or discharge cargo transiting the Port.
3. Unless otherwise specified under individual commodity items, all cargo loaded or discharged overside a vessel directly to or from another vessel, barge, lighter, raft to or from water while vessel is berthed at wharf shall be assessed one-half (1/2) the wharfage and S&F rates due according to ship's manifest and the respective traffic and commodity classifications of the cargo.

### **401 - Wharfage**

1. Cargo Not Loaded to Vessels:

When cargo, in transit, is received on wharf from car or dray and it is not delivered to vessel but is loaded out again to car or dray, full wharfage charges will be assessed.

2. Wharfage on Ship's Stores:

Ship's stores, fuel handled overside vessel and repair materials and supplies, all when intended for vessel's own use, consumption or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for cargo, materials ostensibly not for use in stowage of cargo taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

3. Wharfage Rates are per metric ton, unless otherwise specified.

### **402 - Service & Facilities**

Only the terminal operator shall perform the service and facilities function. Full inbound or outbound service and facilities charge will be assessed on cargo received at or on the terminal and later withdrawn.

Unless otherwise specified under individual items, rates named herein are per metric ton.  
 Overside: 50 percent of applicable rate

**403 - Minimum Charges**

Unless otherwise specified under individual items, the minimum charge for any single shipment will be:

|                      |          |
|----------------------|----------|
| Wharfage             | \$536.87 |
| Handling             | \$395.27 |
| Service & Facilities | \$273.11 |
| Truck Loading        | \$259.85 |

**405 - Commodity Rates**

**KEY TO COLUMN HEADING**

|               |                                      |
|---------------|--------------------------------------|
| Column: W     | Wharfage Rates                       |
| Column: S & F | Service and Facilities Rates         |
| Column: T/L   | Truck loading/Unloading Rates        |
| Column: R/L   | Rail Car Loading/Unloading Rates     |
| Column: B/L   | Barge Loading and Unloading Rates    |
| Column: H     | Dock Handling Rates                  |
| Blank Cell    | Please call (360) 693-3611 for rates |

| <b>METALS</b>   | <b>W</b>     | <b>S &amp; F</b> | <b>Unit of Measure</b>     | <b>T/L</b>   | <b>R/L</b> | <b>B/L</b> | <b>H</b>      |
|---|--------------|------------------|----------------------------|--------------|------------|------------|---------------|
| Coils (horizontal) and Slabs: up to 65,000 lbs                      | 12.17        | 12.90            | 1-3 per truck              | 229.90       |            |            | 22.89         |
|   |              |                  | 4-6 per truck              | 327.81       |            |            |               |
|   |              |                  | 7+ per truck               | 375.78       |            |            |               |
| Coils - skidded   | 12.17        | 12.90            | 1-3 per truck              | 229.90       |            |            | 22.89         |
|   |              |                  | 4-6 per truck              | 327.81       |            |            |               |
|   |              |                  | 7+ per truck               | 375.78       |            |            |               |
| Pipe - bundled  | 12.17        | 12.90            | <22.5 mt per truck         | 399.78       | 77.52      |            | 30.68         |
|   |              |                  | >22.5 mt per truck         | 483.74       |            |            |               |
| Pipe - loose  | 12.17        | 12.90            | <22.5 mt per truck         | 439.74       | 77.52      |            | 30.68         |
|   |              |                  | >22.5 mt per truck         | 531.68       |            |            |               |
| Aluminum - t-bar, billets, ingots                                   | 12.17        | 12.90            |                            |              | 53.19      |            | 22.30         |
| M-Bars, Rail, Plate, Sheet, Pile, Beams, Pigs, Coated Pipe, Channel | 12.17        | 12.90            |                            |              |            |            | 22.89         |
| Metal NOS   | 12.17        | 12.90            | <10 mt per truck           | 359.83       | 114.75     |            | 59.50         |
|   |              |                  | 10.1 to 22.68 mt per truck | 439.74       |            |            |               |
|   |              |                  | >22.68 mt per truck        | 531.68       |            |            |               |
| <b>FOREST PRODUCTS</b>  | <b>W</b>     | <b>S &amp; F</b> | <b>Unit of Measure</b>     | <b>T/L</b>   | <b>R/L</b> | <b>B/L</b> | <b>H</b>      |
| Lumber - inbound  | 3.59 per cbm | 9.26 per cbm     |                            | 8.01 per cbm |            |            | 22.53 per cbm |

|  |          |                  |                        |            |            |            |          |
|--|----------|------------------|------------------------|------------|------------|------------|----------|
| Lumber - outbound                          | 8.84     | 8.57             | per MBF                | 18.88      |            |            | 23.32    |
| Plywood                                    | 8.36     | 14.03            |                        | 15.98      | 26.72      |            | 42.83    |
| Engineered Lumber                          |          | 23.62            |                        |            |            |            |          |
| Pulp and Paper Products -<br>unitized      | 6.03     | 8.32             | 1-2 railcars per day   | 17.95      | 39.67      |            | 34.99    |
|  |          |                  | 3-7 railcars per day   |            | 17.62      |            |          |
|  |          |                  | 8+ railcars per day    |            | 14.39      |            |          |
| Pulp and Paper Products -<br>rolled        | 8.25     | 8.32             |                        | 17.95      | 54.87      |            | 49.61    |
| Millwork, Finished NOS,<br>Moldings etc    | 12.31    | 23.62            |                        | 22.39      | 104.39     |            | 79.21    |
| NOS  | 13.85    | 23.62            |                        |            | 54.87      |            | 49.61    |
| <b>ROLLING STOCK</b>                       | <b>W</b> | <b>S &amp; F</b> | <b>Unit of Measure</b> | <b>T/L</b> | <b>R/L</b> | <b>B/L</b> | <b>H</b> |
| Autos/Trucks - new &<br>unused for dealers | 10.62    | 49.71            | per unit               |            |            |            |          |
| Motorized                                  | 20.70    |                  | weight or measure      |            |            |            |          |
| Non-Motorized                              |          |                  |                        |            |            |            |          |
| Heavy Equipment                            |          |                  |                        |            |            |            |          |
| NOS  | 20.30    |                  | weight or measure      |            |            |            |          |
| <b>LIQUID BULK</b>                         | <b>W</b> | <b>S &amp; F</b> | <b>Unit of Measure</b> | <b>T/L</b> | <b>R/L</b> | <b>B/L</b> | <b>H</b> |
| Sodium Hydroxide<br>0 – 40,000             | 0.61     | 3.29             |                        |            |            |            |          |
| 40,001 – 65,000                            | 0.53     | 2.82             |                        |            |            |            |          |
| 65,001 – 95,000                            | 0.45     | 2.31             |                        |            |            |            |          |
| 95,001 – 120,000                           | 0.39     | 1.81             |                        |            |            |            |          |
| 120,001 and over                           | 0.32     | 1.34             |                        |            |            |            |          |

|   |                                  |                  |   |            |            |            |          |
|---|----------------------------------|------------------|---|------------|------------|------------|----------|
| Methanol  | 1.06                             | 4.23             |   |            |            |            |          |
| Ethanol   | 1.06                             | 4.23             |   |            |            |            |          |
| Petroleum Products<br>1 – 250,000<br>250,001 – 500,000<br>500,001 – 750,000<br>Over 750,000 | 0.140<br>0.130<br>0.120<br>0.110 |                  | rates per barrel U.S.<br>via Pipeline only            |            |            |            |          |
| Petroleum Products  | 0.14                             | \$0.35           | rates per barrel U.S.<br>via Vessel, Truck or<br>Rail |            |            |            |          |
| Crude Oil in Bulk   | 0.40                             | 0.12             | rates per barrel U.S.                                 |            |            |            |          |
| NOS   | 1.82                             | 3.29             |   |            |            |            |          |
| <b>MISCELLANEOUS</b>  | <b>W</b>                         | <b>S &amp; F</b> | <b>Unit of Measure</b>                                | <b>T/L</b> | <b>R/L</b> | <b>B/L</b> | <b>H</b> |
| Machinery   | 13.85                            | 8.45             |   |            | 120.44     |            | 104.47   |
| Yachts  | 13.85                            | 11.08            | weight or measure                                     |            | 120.44     |            | 104.47   |
| Project Cargo   | 13.85                            | 8.45             |   |            | 120.44     |            | 104.47   |
| Bagged Cargo  | 2.79                             | 3.25             |   |            | 94.92      |            | 105.42   |
| NOS   | 13.85                            | 8.45             | weight or measure                                     | 28.57      | 120.44     |            | 104.47   |

| <b>CONTAINERIZED CARGO</b> | <b>W</b> | <b>S &amp; F</b> | <b>Unit of Measure</b>                    | <b>T/L</b> | <b>R/L</b> | <b>B/L</b> | <b>H</b> |
|----------------------------|----------|------------------|---|------------|------------|------------|----------|
| Loaded 20-39'              | 162.63   |                  | per container. T/L:See<br>Section 3-350.9 | 160.09     |            |            |          |
| Empty 20-39'               | 29.90    |                  | per container. T/L:See<br>Section 3-350.9 | 160.09     |            |            |          |
| Loaded 39-45'              | 218.86   |                  | per container. T/L:See<br>Section 3-350.9 | 160.09     |            |            |          |

|                                 |       |  |   |        |  |  |        |
|---------------------------------|-------|--|---|--------|--|--|--------|
| Empty 39-45'                    | 34.66 |  | per container. T/L:See<br>Section 3-350.9 | 160.09 |  |  |        |
| Interchange Fee                 |       |  | per container                             | 41.48  |  |  |        |
| Between CY and CFS              |       |  | per container                             |        |  |  | 245.46 |
| Between CY and ship's<br>tackle |       |  | per container                             |        |  |  | 245.46 |
| Barge and CY or CFS             |       |  | per container                             |        |  |  | 288.14 |
| Re-handling                     |       |  | per container                             |        |  |  | 166.02 |