



STEAMSHIP AGENCY INSTRUCTIONS

Submitted with these instructions is a License Application that needs to be executed and completed by the Applicant. *Please read these instructions in their entirety prior to completing the License Application.*

GENERAL

Upon completion of the Steamship Agency License Application, please sign and date the Application where indicated. If the Applicant is a corporation, the President or Vice President must sign the Application, and it must be duly sealed. The signature must be notarized.

The completed Application is to be returned to the Port of Palm Beach District (Port) at the following address:

Department of Finance and Administration
Port of Palm Beach District
P.O. Box 9935 (33419)
1 East 11th Street (33404)
Riviera Beach, Florida

INITIAL APPLICATIONS

Following receipt by the Port of a completed Initial Application, supporting documentation and non-refundable Initial Application Fee of **\$2,000**, the Port of Palm Beach District shall consider the Application.

The Applicant must comply with all of the requirements of the Port of Palm Beach Tariff No. 14, and the following requirements prior to being considered for and receiving a Steamship Agency License. These requirements shall include:

- Payment of the non-refundable Annual License Fee;
- Proof of insurance, as required in the Port of Palm Beach Tariff No. 14;
- Financial Guaranty as set forth in (f) below.

THROUGH THE ENTIRE LICENSE TERM:

a. The Licensee shall conduct its operation as a competent and responsible steamship agent and terminal operator in, and upon, the harbors, premises, and facilities of the Port, in compliance with Federal, State, Local and Port of Palm Beach rules, regulations, Tariffs, and practices; and such operations shall be conducted in a cooperative manner with the operations of other licensees and users of the Port facilities so as not to cause conflict, damage, or operational disturbances with on-going operations of the Port, other licensees, or users.

b. Licensee shall obey all instructions of the Port, its Executive Director, or his designee pertaining to operations under this License.

c. The Licensee shall maintain records, which shall indicate vessel arrival date, number of units, commodity, tonnage, and any other information deemed necessary for the purpose of furnishing the Port with monthly reports needed for the purpose of assessing appropriate Port charges.

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d. The Licensee shall fully indemnify and hold harmless the Port, its Commissioners, officers, agents, and employees for and from damage, liability, or loss, including legal costs and attorneys' fees, as to damage to property of the Port or others, including without limitations, cargoes, personal injury, or death which result in whole, or part, from any act or omission by its employees, agents, invitees and customers or any breach of contract on the part of the Licensee at the Port of Palm Beach. The obligations of this paragraph shall survive termination of the License.

e. The Licensee shall receive advance direction from the Port, its Executive Director, Director of Operations, or their designee, as to the use of any facilities and areas of the Port by any customers of the Licensee, however, Licensee shall be responsible, in accordance with subparagraph (d), above, for their customers actions.

f. The Licensee shall provide the Port with a Financial Guaranty in the form of a cash deposit, letter of credit issued by a bank having an office in Palm Beach County, Florida, which can be presented for payment in Palm Beach County, Florida, or payment bond issued by a carrier with an A.M. Best Rating of "A" or better in the following principal amount:

- **25 percent (25%) of the first \$100,000 of estimated revenue to the Port generated by Licensee during the calendar year of the License;**
- **10 percent (10%) of revenue between \$100,000 and \$300,000 estimated to be generated by Licensee during the calendar year of the License; and,**
- **5 percent (5%) of revenue over \$300,000 estimated to be generated by Licensee during the calendar year of the License.**
- **In no event shall the Financial Guaranty be less than Ten Thousand Dollars (\$10,000).**

The estimate of revenue to be generated shall be based upon revenue generated by the Licensee for the prior calendar year, where such figures are available. In the event that figures are not available for the prior calendar year, an estimate of revenue proposed for the calendar year will be determined. The Executive Director retains the right to increase the size of the Financial Guaranty at any time, in his sole discretion, in the event that he deems the same necessary or appropriate based upon actual or estimated revenue or circumstances. The Executive Director shall have the discretion of reducing the principal amount of the Financial Guaranty in the event the Licensee can demonstrate that the Port is otherwise adequately secure.

g. Failure to maintain the required Financial Guaranty in full force and effect during the term of this License shall be cause for the Executive Director or his designee to suspend or terminate this License immediately.

h. The Licensee shall abide by all applicable provisions, rules, and regulations of the Port of Palm Beach Tariff No. 14.

i. The Licensee, during the entire term of the License, shall keep in full force and effect:

- 1. General liability insurance in the amount of one million dollars (\$1,000,000) minimum for personal injury or death per person;**
- 2. Auto liability insurance;**
- 3. One million dollars (\$1,000,000) minimum for personal injury or death per incident;**
- 4. One hundred thousand dollars (\$100,000) minimum for property damage each incident, five hundred thousand dollars (\$500,000) minimum aggregate;**

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5. **Workers' Compensation Insurance, including coverage under the Longshoremen's and Harborworkers' Compensation Act.**
6. **Third Party Pollution liability insurance for spillage (if applicant handles, stores or transports chemicals, fuels, or petrochemicals on Port property).**
7. **All insurances and certifications required by Federal Law or International Treaty.**

Said insurance shall be obtained by a carrier with an A.M. Best Rating of "A" or better. The Licensee shall furnish proof of said insurance by an appropriate certificate from the insurance carrier prior to commencing operations under this License with the requirement that such insurance carrier give to the Port at least thirty (30) days advance written notice before such policy is cancelled. All policies of insurance to be maintained by the Licensee shall contain a separate endorsement naming the "Port of Palm Beach District" as an additional insured, and the Certificate of Insurance must reflect same.

The Port, by and through its Executive Director or his designee may revoke or suspend the License if it finds misconduct, neglect of duty, or other cause for complaint constituting a breach of the License.

The License is not automatically renewable. In order to renew the License for an additional year, Licensee shall submit to the Port, not less than thirty (30) days prior to the expiration date of the License an affidavit form, as required by the Port, providing such information as the Port may reasonably require. The Port may refuse to renew the License with or without cause.

The License cannot be transferred or assigned. Any attempt to transfer, assign, or otherwise use the License in an unauthorized manner shall be cause for suspension or revocation. In the event the Licensee shall desire to utilize the License by another individual, firm, corporation, or business entity which is not disclosed in the Licensee's application filed with, and approved by, the Port, then the Licensee shall submit a new application to the Port setting forth the required information pertinent to the proposed user of the License. Said application shall be submitted with an Application Fee. For the purposes of this paragraph, an assignment or transfer shall include any transfer of the majority beneficial interest or stock ownership of the firm, corporation, or business entity holding the License. Transfer shall not relieve the transferor from liabilities incurred through the date of transfer, or from the provisions of paragraph (d), above, arising from acts or omissions occurring prior to the date of transfer.

No Steamship Agency work may be performed at the Port of Palm Beach District unless a current Steamship Agency License is in effect.