Tariff No. ~~21~~22

Rates, Rules and Regulations Covering Port Facilities of the Port of Palm Beach District

Issue Date: August 31, ~~2017~~ 2018 Effective Date: October 1, ~~2017~~ 2018

Port of Palm Beach District
Tariff No. 21
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ACCESS TO TARIFF INFORMATION AS FOLLOWS:

Hard Copy: Obtain by contacting the Port's ~~Records Department~~ Clerk Office either by phone at (561) 383-4100 or in writing to: Port of Palm Beach District, 1 East 11th Street, Suite 600, Riviera Beach, FL 33404.

Electronic Version: Obtain by visiting the District's website at www.portofpalmbeach.com

100 - CONSENT TO TERMS OF TARIFF

The use of the waterways and piers, wharves, bulkhead, docks and other facilities under the jurisdiction of the District shall constitute a consent to the terms and conditions of this Tariff as a contract, and evidence an agreement on the parts of the vessels, their owners and agents, and tenants or other users of any of the Port Facilities to pay all charges specified in this Tariff and be governed by all rules and regulations published herein. This Tariff shall be administered evenly in the interest of efficient business operations for all authorized Port users**.**

101 - ABBREVIATIONS

BBL	Barrel
BF	Board Feet
CU FT	Cubic Feet
CWT	Hundred Weight
FBM	Feet Board Measure
GRT	Gross Registered Ton
ISO	International Organization for Standardization
LOA	Length Overall
MIN	Minimum
MT	Measurement Ton - equals 40 cubic feet
NOS	Not Otherwise Specified
ST	Short Ton - 2,000 pounds
W/M	Weight or Measure
TEU	Twenty Foot Equivalent Unit, containing approximately 1,360 cubic feet

102 - DEFINITIONS

Abandoned Cargo	Any cargo on which charges have not been received by the District within 90 days shall be considered abandoned cargo. The District reserves the right to remove any or all such property to another part of the premises, or remove it and place in storage off the Port Facilities at the risk and expense of the owner. The District may retain possession of the property until all charges have been paid. When the Executive Director determines final abandonment of cargo in any instance, he shall dispose of same under established District procedures.
Agent	~~Any Person who acts or represents a person or party.~~Includes a person authorized to transact for and in the name of another person or company. Types of agent are: brokers, commission, merchants, resident buyers, sales agents and manufacturer's representatives.
Aggregate	Any of several hard, inert materials which, among other things, are used for mixing in various size fragments with a cementing material for concrete, mortar, or plaster. Includes, but is not limited to, crushed rock and sand.
Apron, Apron Wharf, Wharf Apron	The paved area landward of the perimeter of the bulkhead line, as designated by the District from time to time. No cargo or equipment shall be stored on the Apron except when in the active and continuing process of being loaded or unloaded.
Berth Assignment	The specific location assigned to a vessel to moor at Port Facilities.
Board Foot	A unit of quantity for lumber equal to the volume of a board that is 12x12x1 inches – abbr. BF. If the number of BF is not listed on the manifest, then all charges will be assessed by weight.
Break Bulk	Packaged but non-containerized cargo and cargo shipped as a unit (bags, bales, barrels, boxes, cartons, drums, pallets, sacks, vehicles, etc.)
Bulk Cargo	Loose, non-containerized cargo
Bunkering	The taking on by a vessel of petroleum products and derivatives for fueling, lubricating, and/or other associated uses.
Cargo Handler/ Cargo Handling	The handling and/or transferring of cargo not including loading to or unloading from a vessel.

Coastal Cruise The cruise of a vessel that both departs and returns from the Port Facilities within a twenty-four hour period without making a foreign port of call.

Combined Rates A combination of rates otherwise set forth in this tariff as individual rates.

Common Use Area Open yard area or transit shed space that is not leased or assigned as a grid. Subject to the terms of this Tariff for storage and demurrage charges.

Containers When the term “container” is used anywhere in this Tariff it shall refer to the so-called “Standard 20-foot or 40-foot ISO seagoing container”. Containers are measured in 20 foot equivalent units (T.E.U.) and are of various ISO approved lengths and heights.

Dangerous Cargo Dangerous cargo (includes, without limitation, hazardous materials, explosives, radioactive materials, etc.) Items included in Title 33 of the Code of Federal Regulations Section 160.203 and further defined in sections referenced therein.

Day As used herein, the term "day" shall mean each calendar day and shall include weekdays, Saturdays, Sundays and holidays. Unless otherwise stated herein, a "day" shall commence immediately after midnight and end twenty-four hours later, at midnight of that day. Where the term "twenty-four hour period" or "twenty-four hours", the same shall mean exactly that, and shall not necessarily coincide with a "day", as just defined.

Demurrage A charge assessed against cargo remaining in or on Port Facilities (which facilities are not then part of demised premises under a lease), after the expiration of both Free Storage Time and Paid Storage Time.

Derelict Vessel Any vessel which is intended to operate under its own power or wind power and is unable to do so, or which is taking on water at a rate in excess of its then-current ability to discharge same and remain afloat.

District The Port of Palm Beach District, a Special Taxing District created by Special Acts of the State of Florida Legislature.

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

Draying The physical movement of cargo between any two points.

Executive Director The term “Executive Director” as used in this Tariff will include in its meaning both the Executive Director as named by the Board of Commissioners, and the Executive Director's duly authorized representative. Any act which may be taken by the Executive Director hereunder, may be taken by the authorized designee of the Executive Director. The Executive Director performs the duties of the “Port Manager” as defined in the Act, and such other duties are assigned by the Board of Commissioners, including those defined as responsibilities of the “Executive Director” herein, and is granted the authority assigned to the “Executive Director” provided for in this Act.

Facility Security Plan A plan developed to ensure the application of security measures designed to protect the facility and its servicing vessels or those vessels interfacing with the facility, their cargoes, and persons on board at the respective MARSEC Levels pursuant to all applicable laws including but not limited to 33 Code of Federal Regulation parts 101 and 105, et seq.

Foreign Trade Zone FTZ are secure areas under U.S. Customs and Border Protection (CBP) supervision that are generally considered outside CBP territory.

Free Storage Time (a/k/a Free Time) The 14-day period during which cargo may occupy space assigned to it on outside terminal property free of Demurrage or other storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel. ~~The Port also provides a defined and designated area for purposes of storing cargo which is chargeable to users at a daily rate. This area is identified in blue under section 125 – dock facilities.~~ Free storage time is only given to waterborne cargo.

Gangway Watch Additional security that is requested or required (in the determination of the Executive Director) due to safety or security concerns related to, but not limited to, cargo, stowaways, terrorism, absconders, high risk crewmembers, customs, border patrol or contraband. Such security is not limited to the vessel’s gangway.

Handling The service of physically moving cargo between point of rest and any place of the terminal facility, other than the end of ship’s tackle.

Harbormaster That person designated as "Harbormaster" by the Executive Director of the District.

Heavy Cargo Any individual piece of cargo in the excess of 100,000 lbs. shall be considered Heavy Cargo.

Holidays Where reference is made in this Tariff to "Holidays" it means the following days:

DATE	HOLIDAY
January 1st	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veterans Day
4th Thursday and Friday in November	Thanksgiving
December 25th	Christmas Day

When any one of the Holidays fall on Sunday, the following Monday is observed as a holiday. If any Holiday falls on Saturday, the preceding Friday is observed as a holiday.

Hot Work Any activity involving riveting, welding, burning, the use of powder–actuated tools, or similar fire-producing operations. Grinding, drilling, abrasive blasting, or similar spark-producing operations are also considered hot work except when such operations are isolated physically from any atmosphere containing more than 10% of the lower explosive limit of a flammable or combustible substance.

Indemnity Bond District shall have the right to require that a user of the Port Facilities furnish the District with an Indemnity Bond, indemnifying the District against any loss or any damages caused by the user and for the payment of bills that accrue as a result of dockage, cargo and passenger wharfage, water sales, storage, rentals, leases, warehousing, wharf demurrage, electric current and any other charges that may accrue under this Tariff or otherwise. The amount of such Indemnity Bond shall be determined by the Port's Executive Director.

ISO Tank Container as defined by the International Standard Organization.

Lay-In Vessel The term "Lay-In Vessel" shall mean any vessel that is

i. lying alongside a pier or dock without diligently and continuously loading and/or discharging cargo or embarking/debarking cruise passengers.

ii. loading ship stores and/or fuel

~~i.~~iii. due to one or more mechanical issues, regulatory issues, or contractual issues is unable to depart its berth (or relocate to another berth at the direction of the Executive Director). Any vessel that is a Lay-In Vessel is not considered a working vessel.

Loading/Unloading The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from Port Facilities.

Minimum Fixed Rate Means any specific rate named in this tariff

Non-Waterborne Cargo All cargo, containers and trailers delivered to the Port Facilities by any transportation method other than waterborne transportation, which is not reshipped via waterborne transportation from the Port Facilities.

Normal Working Hours The Normal Working Hours of the Port Facilities shall be from 8:00 a.m. to 5:00 p.m. on Monday through Friday inclusive, holidays excepted. Requests to load in or load out at any time other than within the Normal Working Hours shall be made prior to 5:00 p.m. of the day of the activity and arrangements must be made with an appropriate user to accept or release cargo.

NOS Not otherwise specified.

Operator Any Person carrying on the business of furnishing wharfage, dock, warehouse, or other marine terminal services or facilities in connection with a common carrier by water in the United States or its possessions. An equipment operator provided through the District is not an "Operator" under this definition.

Overtime Charges Overtime charges shall apply when services are performed at times not within the

	regular working hours at the Port Facilities.
Pipeline	A route or channel, above or below ground whereas liquid or dry bulk materials are transferred to/from a vessel or barge.
Passenger	Anyone who is embarking to or debarking from a vessel at Port Facilities other than a crewmember.
Passenger Wharfage	A charge assessed against a passenger on a vessel, other than a crewmember, when embarking to or debarking from a vessel at Port Facilities. Passenger wharfage is solely the charge for use of wharf and other passenger facilities and does not include charges for any other service.
Person	A natural person and any firm, entity, foreign or domestic, for profit and not for profit, including without limitation, any partnership, limited partnership, limited liability company, trust and corporation, and without limitation, vessel owners and charterers, shippers, consignees and vessel sharers.
Point of Rest	That area on the terminal facility, which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo, may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.
Port Facilities	All wharves, sheds, warehouses, terminals, slips, railroad tracks, equipment, upland area, submerged lands, and all other property and equipment owned and/or leased and/or operated by the District or used in connection therewith. However, the term does not include the submerged or upland property owned by the District at or adjacent to Peanut Island leased to third parties as of the date of initial adoption of this Tariff, or the docks at Peanut Island, unless, by agreement with a user, the terms of this Tariff are to apply to use of such docks or lands.
Port User	Any Person making use of or on Port Facilities.
Rail Tariff	Switching and other terminal charges. Also, rules and regulations governing the handling of cars at locations at the Port Facilities. See Port of Palm Beach District Freight Tariff on port website.
Security Fee	Fees charged to partially offset the District's cost of compliance with Federal, State and local security regulations.
Steamship Agent	Any Person who acts for and/or represents a vessel and its cargo, or party and represents Persons in all matters as needed. Wherever a charge, expense, cost or obligation is imposed upon a vessel and its cargo, or Person under this Tariff, maritime law or the terms of an agreement between a Person and the District, the Steamship Agent shall be financially responsible for all such charges, expenses, costs and obligations, and for compliance with all directives of the District given pursuant to this Tariff.
Stevedore	~~Person or firm that employs longshoreman and who contracts to load or unload a vessel.~~Labor management companies that provide equipment and hire workers to transfer cargo between ships and docks. Stevedore companies may also serve as terminal operators.
Stevedore Equipment	All tools, conveyances, vehicles, machinery or gear used to aid in the loading or unloading of cargo from a vessel, and includes, but is not limited to, fork lifts, cranes, hoppers, boat cradles, spreader bars, pallets, dunnage, containers, jockey trucks, and flat racks.
Storage Time (a/k/a Paid Storage Time)	The 14-day period of time after any applicable Free Time and prior to Demurrage becoming applicable.
Tariff	This publication containing the rates, charges, rules, regulations, and practices at Port Facilities.
Temporary Staging Area	A defined and designated area intended to provide a temporary location for staging of cargo. The duration for the temporary staging area must be less than to 24 hours; this area is not subject to free storage time. Temporary Staging Areas are utilized for staging export cargo only. Please refer to item 125 – Dock Facilities of this Tariff to identify Temporary Staging Areas.
Terminal	One or more structures comprising a terminal unit, including, but not limited to wharves, warehouses, covered and/or open storage space, cold storage facility, and/or bulk cargo structures, landings/receiving stations for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers.
Terminal Storage	The service of providing warehouse or other terminal facilities for the storing of inbound cargo, outbound cargo, Trans-shipment Cargo or non-waterborne cargo, including wharf storage, shipside storage, closed or covered storage, open or

ground storage, after storage arrangements have been made.

Ton (a/k/a Short Ton) When the term "Ton" is used anywhere in this Tariff, without qualifying words, it shall mean a net ton of 2,000 pounds.

Ton W/M When the term "Ton W/M" is used anywhere in this Tariff, it shall mean a net ton of 2,000 pounds (the "Weight") or 40 cubic feet (the Measure) unless otherwise specified when so freighted; whichever produces the greater revenue for the District under the terms of this Tariff. The number of cubic feet in the Measure is determined using the number of cubic feet which would be contained within the largest 6-sided box (having all right angles) required to contain the cargo had the cargo been shipped in such a rectangular box.

Trans-shipment Cargo (Relay Cargo) Inbound waterborne cargo which is (i) not removed from the Port Facilities prior to reshipping, (ii) is re-shipped via waterborne transportation from the Port Facilities by the same carrier within a 7-day period, (iii) which cargo is stored only on the steamship line's own leased property and (iv) where the owner's agent has secured an executed Trans-shipment Cargo Agreement from the District, generally, no less than two weeks prior to the arrival of the vessel carrying the cargo.

Vessel When the term "vessel" is used anywhere in this Tariff, it shall mean floating craft of every description, except otherwise specified in individual items and shall include in its meaning the term "owners and agents" thereof.

Waters of the Port When the term "Waters of the Port" is used anywhere in this Tariff, the same shall mean the water and submerged lands beneath the water (regardless of the ownership of said submerged lands), contained within the following area:

Western Boundary:	Old Dixie Highway
Eastern Boundary:	A line extending generally north and south along the 35 foot contour of the Atlantic Ocean, which contour is referred to in Item 105 of this Tariff.
Northern Boundary:	Eastward extension of the northern geographical boundary of the District as described in Item 105 of this Tariff until such extension intersects the Eastern Boundary described above.
Southern Boundary:	Eastward extension of the southern geographical boundary of the District as described in Item 105 of this Tariff until such extension intersects the Eastern Boundary described above.

Wharfage A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under Port Facilities or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to wharf. Charges for Wharfage do not include charges for any other service.

Working Vessel A vessel lying alongside a pier or dock that is diligently and continuously loading and/or discharging cargo or embarking/debarking cruise passengers, and, in the case of cargo, achieving an average cargo transfer rate of 10 percent of their GRT per 12-hour period (Normal Working Hours).

Yacht A vessel used for private cruising, racing, or other non-commercial purposes.

105 – LOCATION

Port Facilities are located on a salt water sound known as The Lake Worth Inlet and lie 1-1/10 miles from the 35-foot contour of the Atlantic Ocean, to which it is connected by an artificial cut at the North End of The Lake Worth Inlet. Depths and widths of the Lake Worth Inlet are the responsibility of the Army Corps of Engineers and are not warranted or guaranteed by the District. The Port Facilities are primarily located in Riviera Beach, Florida between Old Dixie Highway and The Lake Worth Inlet. The geographical boundaries of the District are defined in the Act creating the Port of Palm Beach District and acts amendatory thereto.

115 – JURISDICTION

The District has jurisdiction over and control of the Port Facilities. The administration, operation and maintenance of the Port Facilities are governed by Board of duly elected Commissioners of the District and under the direct administration and supervision of the Executive Director employed by said board.

125 – DOCK FACILITIES

The Port of Palm Beach offers ~~three~~ four slips with seventeen berths, consisting of one hundred twenty-seven 50-foot bays as follows: (Stated depths reflect the Army Corps of Engineers' projected depths. Normal tidal range is 2.6 - 3.0. **Depths are not warranted or guaranteed by the District.)**

Berth No. 1, Bays 1-9
North Marginal …….…….…….... 450' Depth 25'

Berth No. 2/3, Bays 10-23
North Side of Slip 1 …….…….... 700' Depth 33'

Berth No. 4, Bays 24-28
West End of Slip 1 .....….....260' Depth 33'

Berth No. 5/6, Bays 29-49
South Side of Slip 1 ……...1,110' Depth 33'

Berth No. 7, Bays 50-58
Main Marginal ..... 464' Depth 33'

Berth No. 8/9, Bays 59-73
North Side of Slip 2 ..... 760' Depth 33'

Berth No. 10, Bays 74-77
West End of Slip 2 …….....210' Depth 33'

Berth No. 11/12, Bays 78-91
South Side of Slip 2 ..... 700' Depth 33'

Berth No. 13, Bays 92-95
Middle Marginal ..... 215' Depth 25'

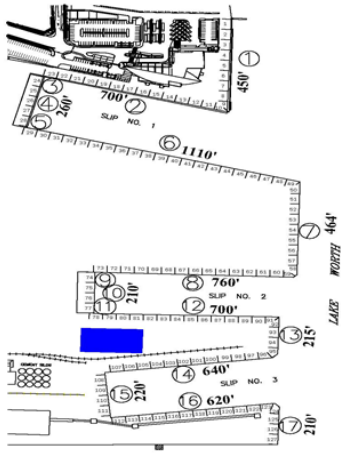
Berth No. 14, Bays 96-107
North Side of Slip 3..... 640' Depth 33'

Berth No. 15, Bays 108-111
West End of Slip 3 .....220' Depth 25'

Berth No. 16, Bays 112-123
South Side of Slip 3 .....620' Depth 33'

Berth No. 17, Bays 124-127
South Marginal ..... 210' Depth 25'

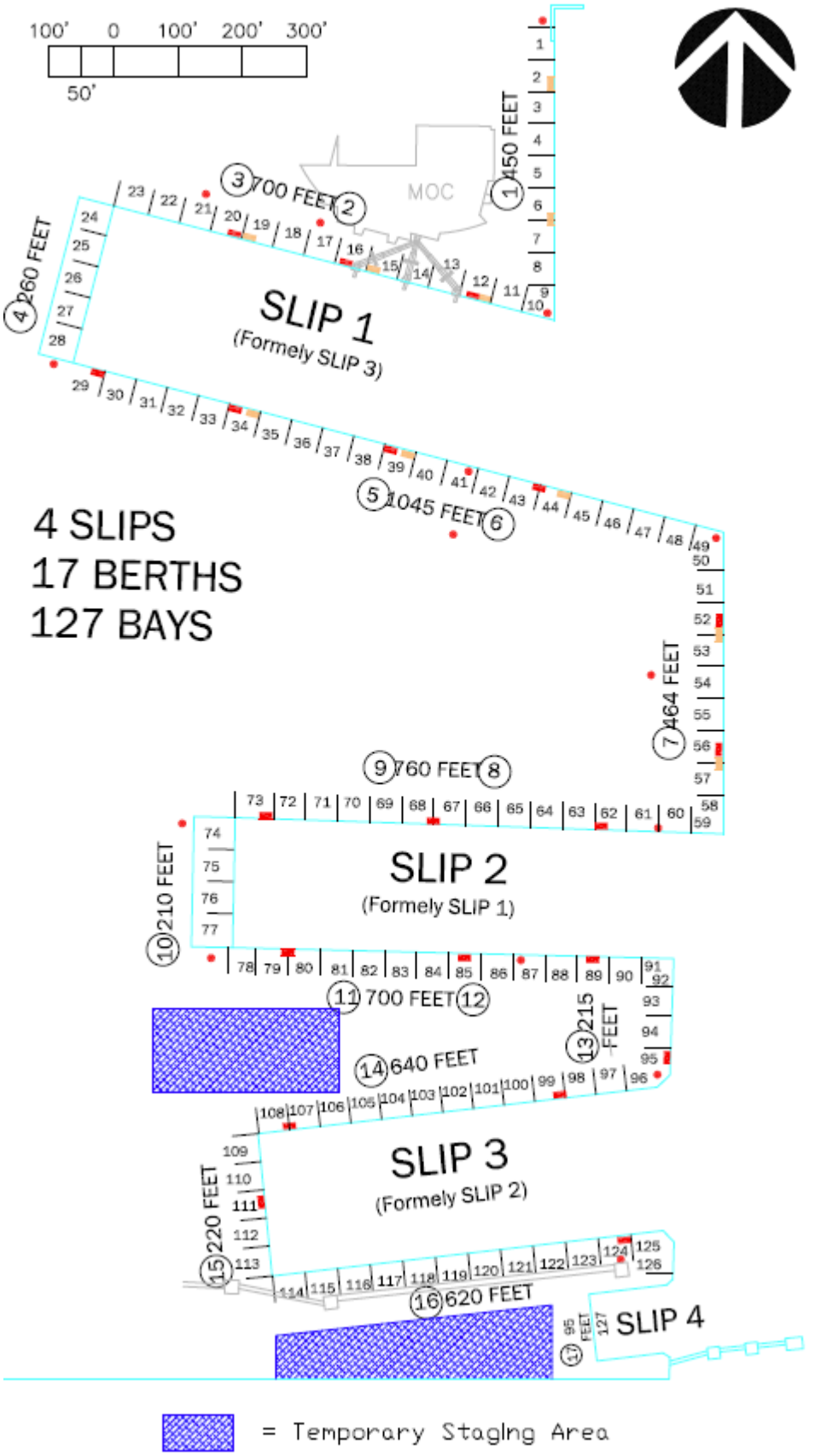
DRAWING TO BE UPDATED



= Area not subject to free storage time and will be assessed chargeable daily user fees.

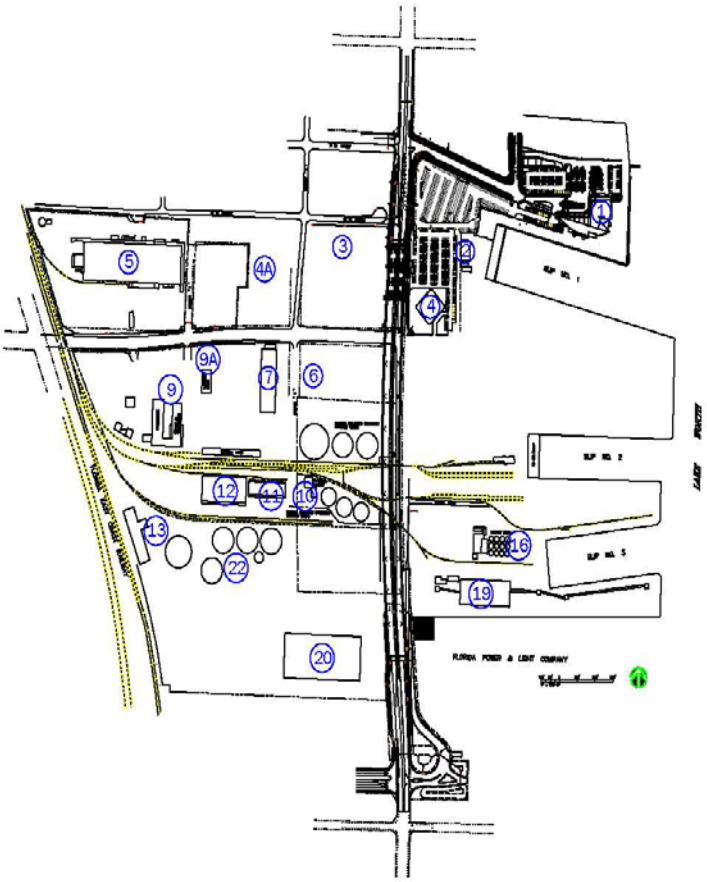
UPDATED DRAWING

NOTE: SLIP AND BERTH IDENTIFICATION: In 2001, the historical Slip and Berth numbering system was changed to reflect new infrastructure improvements, resulting in the slip to the south of the Cruise terminal being denominated as "Slip 1". The slip previously denominated as Slip 1 was redesignated as Slip 2, and the south slip became designated as Slip 3. In addition, berths were redesignated as set forth in the drawing above.


100' 0 100' 200' 300'
50'
MOC
1 450 FEET
3 700 FEET 2
4 260 FEET
SLIP 1
(Formely SLIP 3)
5 1045 FEET 6
4 SLIPS
17 BERTHS
127 BAYS
7 464 FEET
9 760 FEET 8
10 210 FEET
SLIP 2
(Formely SLIP 1)
11 700 FEET 12
13 215 FEET
14 640 FEET
SLIP 3
(Formely SLIP 2)
15 220 FEET
16 620 FEET
17 95 FEET
SLIP 4
= Temporary Staging Area

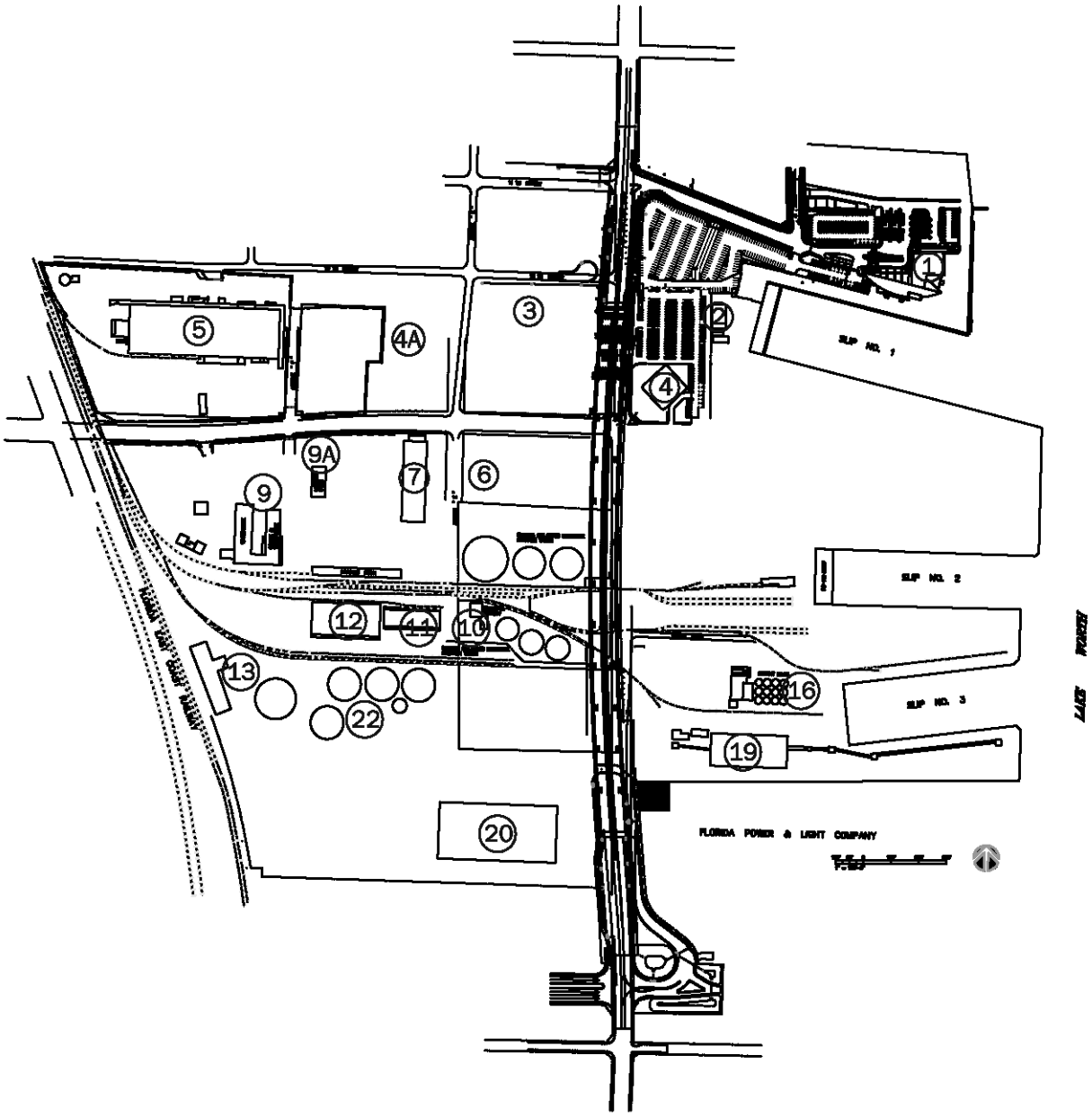
145 –TERMINAL FACILITIES

DRAWING TO BE UPDATED



1. Cruise Terminal
   Maritme Office Complex
   One East 11th Street
2. Tropical Shipping
   Two (2) East 11th Street
3. Tropical Shipping - PK1
   50 West Port Road
4. Maritime Office Building (MOB)
   5 East 11th Street
4A. Tropical Shipping - PK2
   100 West Port Road
5. Port of Palm Beach
   Merchants Export
   200 West Port Road
6. Tropical Shipping Interchange
   75 West Port Road
7. Tropical Shipping
   851 Avenue "E"
9. Tropical Shipping
   151 West Port Road
9A. Tropical Shipping
   121 West Port Road
10. Molasses Terminal
   700 Avenue "E"
11. Heavy Lift Warehouse
   801 Avenue "E"
12. Warehouse
   100 Middle Road
13. Port of Palm Beach
   300 Middle Road
16. Cemex - Cement
   119 East Port Road
19. Florida Sugar Terminal
   124 East Port Road
20. Port of Palm Beach South Gate Warehouse
   301 Broadway
22. South Florida Materials
   701 Avenue "E"

UPDATED DRAWING



1. Cruise Terminal, Maritime Office Complex, One East 11th Street
2. Tropical Shipping, Two (2) East 11th Street
3. Tropical Shipping - PK1, 50 West Port Road
4. Maritime Office Building (MOB), 5 East 11th Street
4A. Tropical Shipping - PK2, 100 West Port Road
5. Port of Palm Beach Merchants Export, 200 West Port Road
6. Tropical Shipping Interchange, 75 West Port Road
7. Tropical Shipping, 851 Avenue "E"
9. Tropical Shipping, 151 West Port Road
9A. Tropical Shipping, 121 West Port Road
10. Molasses Terminal, 700 Avenue "E"
11. Heavy Lift Warehouse, 801 Avenue "E"
12. Warehouse, 100 Middle Road
13. Port of Palm Beach, 300 Middle Road
16. Cemex - Cement, 119 East Port Road
19. Florida Sugar Terminal, 124 East Port Road
20. Port of Palm Beach South Gate Warehouse, 301 Broadway
22. South Florida Materials, 701 Avenue "E"

NOTE: SLIP AND BERTH IDENTIFICATION: In 2001, the historical Slip and Berth numbering system was changed to reflect new infrastructure improvements, resulting in the slip to the south of the Cruise terminal being denominated as

~~"Slip 1". The slip previously denominated as Slip 1 was redesignated as Slip 2, and the south slip became designated as Slip 3. In addition, berths were redesignated as set forth in the drawing above.~~

155 – RAIL SWITCHING

The District operates, but is not required to operate, an industrial switching operation, consisting, from time to time, of one or more switch engines and crew which normally operates five days a week, 8 hours a day, switching cars from the Florida East Coast Interchange Track to the unloading and loading locations within the District. Switching service is available 24 hours a day, and seven days a week, subject to overtime charges. The District has 6.5 miles of track for holding, loading, and unloading unit car trains. Intra- and inter- terminal switching charges are set forth in Freight Tariff PPBD and all supplements thereto, available on Port Website.

165 - PILOTAGE RATES

A Schedule of Rates for Pilotage to and from Port Facilities can be obtained by contacting the Palm Beach Harbor Pilots Association. District does not represent that it controls the activities of the Pilots and is not responsible for same.

All vessel owners, operators, or agents are required to consult with the Pilots Association prior to calling at the Port Facilities regarding requirements and restrictions for existing conditions at the Port Facilities. Restrictions may include the use of assist tugs, daylight entry, slack water transit, an empty slip or a reduction in draft.

Contact information: Telephone 561.845.2628 / Fax 561.845.2644 / PBPilots@aol.com / www.palmbeachpilots.com

305 – ACCESS TO HARBOR

Notwithstanding any other provisions of the Tariff, the Executive Director may refuse entry of any vessel to the Port Facilities, when, in his/her discretion, such refusal shall be in the best interest of the District.

No vessel shall be permitted to enter, leave, or shift berths at Port Facilities without the authorization of the Executive Director or his/her duly authorized representative. Authorization must be obtained on marine Ch. 16 or 12 from either the Port of Palm Beach Harbormaster or Port of Palm Beach Security.

307 -- DUTIES OF HARBORMASTER

In addition to other duties set forth in this Tariff, the duties of the Harbormaster include (but not limited to):

1. Scheduling of vessel arrivals, departures and berth assignments in coordination with the Port's Pilot Association, vessel agents and Federal/State/Local authorities.

2. Prioritize vessel movements, berth assignments and cargo staging to utilize Port Facilities to their maximum operational potential, and resolve scheduling, and cruise and cargo terminal space conflicts.

310 – ANCHORAGE IN TURNING BASIN & CHANNEL

Due to navigation hazards, no person, firm or corporation, whether as principal, agent, employee, or otherwise shall anchor any vessel, boat, barge, or other watercraft of any kind in the turning basin or in the channel to or from the Port Facilities, except in cases of actual emergency or by pre-arrangement with the Executive Director and other authorities having jurisdiction.

315 – OBSTRUCTION TO NAVIGATION

No substance or ~~item~~ object, including any without limitation, a vessel that ~~will sink or form an~~ may become or constitute an obstruction to navigation, or become a nuisance, shall be deposited in the Waters of the Port ~~of Palm Beach~~. Violators and the owner of any such substance or object will be pursued to the fullest extent of the law for all civil damages plus costs of clean-up; lost revenue of the District; plus, fifty percent (50%) of said costs and lost revenues; plus, all attorney's fees.
Any such substance or matter removed by the Port, will be removed at violator's and owners expense.

320 – SPEED

It shall be unlawful for vessels or other watercraft to proceed at a speed which will endanger other vessels or structures. Official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local laws, rules and regulations apply.

The speed limit for all motorized vehicles and equipment at Port Facilities is 15 mph. All operators of vehicles at the Port Facilities must be at least 18 years of age, and possess all required valid state licenses for operation of the type of vehicle being operated by them fully as though such vehicle was then being operated on State Roads and Federal Highways.

325 – COLLISIONS OR GROUNDING OF VESSELS

In the event of a grounding or a collision between two vessels, or between a vessel and any wharf, dock, or pier or attachment to any of the foregoing; a written report of such collision or grounding, shall, within twenty-four hours, be furnished to the Executive Director by the Master, owner, or agent of said vessel; provided that in the case of a minor collision where a vessel is under way and proceeding to the open seas, there being no need of repair, said report may be mailed by the Master of such vessel from the next port which it enters; and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.

330 – MANNING OF VESSELS & MOBILE CONDITION

Every vessel must, at all times, have on board at least one person in charge with authority to take such action as may be directed by the Executive Director, and every vessel must be kept in a mobile condition and have on board sufficient crew members to operate the vessel should movement of the vessel be ordered by the Executive Director. Vessels not maintained in a mobile condition shall be assessed five times normal dockage for the port call. Written request must be

made to and approved by the Executive Director prior to complete shutdown of all propulsion machinery for repairs or otherwise.

335 – MOORING

Vessels shall, at all times, be secured to the dock in a manner satisfactory to the Executive Director or duly authorized representative.

340 – LIGHTS AND OTHER OPERATING REQUIREMENTS

All vessels, barges, or other water craft, while anchored or operating in the Waters of the Port, must at all times show proper lights as mandated by all governmental authorities having jurisdiction.

345 – POLLUTION OF AIR AND WATER

It shall be unlawful for any Person or vessel to deposit, place or discharge or release (intentionally or otherwise, and regardless of fault), into the Waters of the Port or directly or through private or public sewers, any sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid, or solid matter, oil, gasoline, residuum of gas, calcium chloride, trade waste, tar or refuse of any other matter which is capable of producing floating matter or scum on the surface of the Waters of the Port, sediment or obstruction in the bottom of said Waters, or the odors and gases or putrefaction.

Should any vessel cause pollution of any kind or character within the Waters of the Port, the vessel and its agent shall have the first responsibility for taking effective corrective action and bearing the costs of same.

Vessels discharging oil from bilges or tanks or solid matter into the Waters of the Port will be issued a fine of up to $5,000.00 and reported to the U.S. Coast Guard. The cost of clean-up, plus twenty-five percent (25%) will be assessed against the vessel causing the contamination and its agent.

It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate any contamination caused by petroleum products being discharged into the Waters of the Port. Any penalties imposed by the United States of America or the State of Florida upon the vessel shall be in addition to all of the foregoing.

All vessels, firms and persons using the Port Facilities shall take all precautions necessary or appropriate to prevent pollution of the air and/or water. Requirements of all governmental authorities having jurisdiction, including the Pollutant Spill Prevention & Controls Act, Chapter 376 of the Florida Statutes, the Environmental Protection Agency laws, Florida DNR/DCA, OSHA, and the U.S. Coast Guard regulations must be stringently and strictly observed.

346 – DISCHARGING BALLAST OR THROWING RUBBISH IN THE WATER

Throwing ballast, rubbish, dunnage, or any other material onto docks or into the Waters of the Port is strictly prohibited. No Vessel will be permitted to discharge bilge at the Port Facilities unless permission is obtained from the Executive Director.

Vessels discharging or loading ballast, sand, coal, scrap iron, or any loose material, must use save-alls, tarpaulins, or stages from the vessel's rail to the wharf or lighter to prevent such material falling into the harbor. Vessels failing to comply with the provisions of this item will be charged a facilities maintenance fee in an amount equal to the dockage fee charged to the vessel.

348 - NUISANCE CREATED BY VESSEL RUNNING ENGINES IN GEAR

No vessel shall permit excessive smoke, cleaning of boilers, blowing tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth. Except as provided by law, the blowing of whistles and horns is prohibited. Marpol Annex Conventions are enforced. Running of engines in gear while at Port Facilities without written permission from the District is prohibited and will result in a $500 fine per half hour.

350 – VESSELS DERELICT, ARRESTED AND/OR SEIZED

All vessels at or entering the Port of Palm Beach that are derelict, arrested or seized by court or governmental or regulatory agencies will be subject to Admiralty Law Procedures. A vessel shall be deemed arrested or seized if it is the subject of court process which limits or restricts its movements.

All such vessels remaining in the water at Port Facilities or making fast to piers, marginal wharfs, or slips shall be charged dockage rates applicable under the Tariff times a factor of five.

355 – APPLICATION FOR BERTH ASSIGNMENT
(See also Tariff Item 383)

Only licensed steamship agents may apply for berthing space. The arrival, transits and departure of all vessels are subject to the requirements and restrictions of the Palm Beach Harbor Pilots Association. All vessel owners, operators, or agents are required to consult with the Pilots Association prior to calling at the Port Facilities regarding pilotage requirements for then-existing conditions. The District shall have authority to request that a specific vessel receive priority by the Pilots due to special circumstances (as determined by the Executive Director).

Vessels in water are subject to normal dockage rates and all provisions of the Tariff. No Vessel shall make use of any Port Facilities until such time as the vessel has received authorization from the Harbormaster. The District requires that all vessels be represented by a licensed steamship agent of the District. All agents requesting berth space for a vessel and/or representing a vessel while it is at Port Facilities must be licensed by the District.

Any agent desiring a berth at the Port Facilities shall as far in advance as possible, but not less than 72 hours prior to the time of docking, make application to the Harbormaster for a berth assignment ("Berthing Request") in accordance with the Application for Berth Assignment available on the District's website at www.portofpalmbeach.com. Agent must provide a firm 24-hour estimated time of arrival for all vessels allowed to enter the Port. All berth requests will include a vessel security certificate number or copy and current operating MARSEC level. Vessel will verify berth location and time of arrival or departure prior to any vessel movement. This verification process will take place between the Harbormaster or designee and Pilot or Vessel Captain.

Any vessel which does not conform with the 72-hour berth application or 24-hour firm estimated time of arrival and conflicts with berth assignments previously made may be ordered to leave and shall be subject to a $1,000.00 fine and reported to Captain of the Port – U.S. Coast Guard.

Berthing Requests will include both an anticipated arrival date and time, as well as a definitive sailing date and time. Any request to extend the Sailing Date or time must be made to the Director of Operations, in writing, no less than 12 hours prior to the expiration of the current Berth Request. A Berth Request expires upon any change being made thereto. If the District declines to grant the requested extension due to the scheduled arrival of another Berth then the vessel will be required, at their expense, to move their vessel out of the Berth by whatever means required.

The Harbormaster, shall (subject to modification by the Executive Director), prioritize vessel movements, berth assignments and cargo staging to utilize Port Facilities to their maximum potential, and resolve scheduling, and cruise and cargo terminal space conflicts, however*, generally*:

1. Vessels will be assigned berthing facilities by the Harbormaster in accordance with a proper Berthing Request, generally on a "first in time/first in line" basis;
2. Vessels will be allowed to enter the harbor (but not necessarily dock at any specific berth, whether or not assigned) based upon their order of arrival at the Sea Buoy;
3. Cruise ships have priority over cargo vessels;
4. Vessels with special circumstances, such as restrictions by the Pilots requiring entry during daylight/high water/slack have priority over cruise ships.

Where a particular Berthing Request for a vessel call has been changed more than once for that call, the vessel shall not be entitled to rely on a berth assignment, and shall be susceptible to being "bumped" for another vessel.

The Port of Palm Beach District shall not be responsible for delays to vessels in berth or seeking berth. Vessels, their owners, charters, agents or receivers of cargo and other parties concerned shall hold and save the Port of Palm Beach District harmless and indemnify it from and against any and all losses and claims resulting from and such delays in either obtaining and/or departing any berth.

The Executive Director reserves the right to refuse entry to any vessel carrying explosives, or hazardous cargo, or determined to be hazardous or not in a seaworthy condition.

Vessels must be able to commence work immediately upon arrival at the berth.

No vessel will be allowed to remain idle in a berth if other vessels are waiting berthage and are prepared to work.

Vessels under enrollment engaged in the domestic trades of the United States may be represented by the vessel owner if satisfactory credit arrangements have been made.

In instances where a vessel, already at Port Facilities, desires to change representation from one licensed agent to another, said change can be effected with satisfaction to the Executive Director of each of the following items (these provisions are for the benefit of District and can be waived by District before or after change of agent):

(a) Receipt, prior to the date of change, of written notification to the Operations Department from the principal acknowledging its intended termination of the appointed licensed agent and its redesignation of the replacement licensed agent and the date on which such representation is intended to commence.

(b) Receipt, prior to the date of change, of written notification to the Operations Department from the replacement licensed agent acknowledging acceptance of appointment as vessel agent as of a stated date.

(c) Payment of all District charges incurred by the vessel up to the date of change.

All decisions are subject to the approval of the Executive Director and are final.

The District's Berth Application is available at www.portofpalmbeach.com.

360 – REQUIREMENTS OF VESSELS TO WORK OVERTIME

The agents and/or owners of all vessels, which are accepted for berthing at the Port Facilities, may be required to work the vessel continuously to completion with overtime for vessel's account, in all cases, when the berth assigned to the vessel or the assigned Port Facility is declared by the Executive Director to be congested.

Any vessel in berth, which refuses to work continuously to completion, shall vacate the berth upon orders of the Executive Director. When a vessel loses its right to a berth by refusing to work continuously to completion, such vessel shall forfeit its turn at the berth assigned and go to the bottom of the list of vessels, which are assigned to the berth or terminal.

In the event of a disruption of the vessel's power or any other impairment of its loading or unloading facilities, rendering it unable to continue discharging or taking on cargo, the District reserves the right to order the vessel moved from its berth to a location at Port Facilities or to remove same from Port Facilities, in either case, as and when determined by the District, pending necessary repairs.

If in the opinion of the Executive Director or authorized designee, a vessel is working at a reduced rate or reduced gangs, for any reason, including breakdown of equipment, shortage of manpower or any other reason, such vessel shall vacate its berth and/or depart Port Facilities as and when ordered to do so by the Executive Director or authorized designee in order to avoid overall delays and/or congestion and to permit better utilization of the Port Facilities.

Shall any vessel fail to vacate the berth or depart Port Facilities upon the above conditions, the District shall have the right, authority and privilege to move the vessel at the vessel's own risk and expense.

365 – DEMURRAGE OF VESSELS

The District does not assume responsibility for, and shall not be responsible for, demurrage to vessels, operator or charter.

380 – UNAUTHORIZED DOCKAGE/CARGO STORAGE

Any vessel berthed in an unauthorized manner, unassigned berth, or shifted without the approval of the Executive Director or authorized designee shall be subject to dockage in an amount equal to five times the published rate. Such vessel shall be moved at the direction of the Executive Director to a properly designated berth without notice, at the owner's risk and expense, and/or may be ordered to be removed from Port Facilities as and when directed by the Executive Director.

All cargo stored without authorization is subject to a $1,000/day penalty.

383– REGULATION OF VESSEL MOVEMENTS

1) Consistent with Florida Statutes §313.22 (and adopted as a part of this Tariff independent of said Statute) the Port of Palm Beach District may regulate vessel movements within its jurisdiction, whether involving public or private facilities or areas, by:

   a) Scheduling vessels for use of berths, anchorages, or other facilities at the Port.

   b) Ordering and enforcing a vessel, at its own expense and risk, to vacate or change position at a berth, anchorage, or facility, whether public or private, in order to facilitate navigation, commerce, protection of other vessels or property, repairs or dredging of channels or berths.

   c) Designating Port Facilities for the loading or discharging of vessels.

   d) Assigning berths at wharves for arriving vessels.

2) Any vessel that unnecessarily delays in moving under an order to vacate or change position may be penalized in an amount not exceeding $1,000 for each hour or fraction thereof, plus 150 percent of the demurrage costs incurred by a waiting vessel, until the order is complied with. Both sums are payable to and the property of the District and are independent of any recovery made or sought by the waiting vessel, and are not received for the account of the waiting vessel.

385 – CHANGE OF LOCATION OF VESSELS

Every vessel, boat, or other watercraft must at all times, have on board a person in charge with authority and sufficient crew to take such action in any actual emergency as may be necessary in order to facilitate common navigation or commerce, or for the protection of other vessels or property.

In the event that no person is on board, the Executive Director may place such personnel on the vessel, as he/she deems necessary for the protection of other vessels or property or to facilitate navigation or commerce. In such cases, the expenses involved will be charged to the Master, owner, or agent of such vessel and five times the dockage rate will be assessed. A report will be filed with the U.S. Coast Guard.

The Executive Director is authorized, and may direct or order and enforce, the removal from Port Facilities or change of location of any vessel, boat, barge, or other watercraft, at the owner's risk and expense, to such place as may be designated for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property, and it shall be unlawful for the Master, owner, or agent of such vessel to fail, neglect, or refuse to obey such order of said Executive Director.

390 – DOCKAGE RATES

Dockage shall be charged based upon gross registered ton (GRT) or length overall (LOA) of the vessel, as shown in Lloyd's Register of Shipping, whichever shall produce the greatest revenue to the District. If the length is not listed in the Lloyd's Register of Shipping, it will be determined from the Certificate of Registry, or other certified document. However, the Executive Director reserves the right to admeasure any vessel when deemed necessary and use such measurement as the basis for charge. Where two (2) gross tonnages are assigned to certain vessels in association with the Tonnage Mark on the vessel's sides, the higher figures shall be applicable in determining gross tonnage for the purpose of assessment of charges under this Tariff.

Dockage begins when the first line is received from a vessel to a wharf, berth, or bulkhead structure, or to another vessel, which had made fast thereto, and continues each 24 hours thereafter, or portion thereof. All vessels, including yachts, are required to have an agent.
All cruise and cargo home-ported vessels with inaugural sailings from Port of Palm Beach will have dockage waived for their initial sailing with Executive Director's approval.

ALL COMMERCIAL, CRUISE AND MILITARY WATERCRAFT ENGAGED IN WATERBORNE COMMERCE:
~~$0.24~~ $0.25 GRT or ~~$3.12~~ $3.17 per LOA / MINIMUM CHARGE - ~~$210~~ $215 PER DAY

Subject to separate agreements between the District and any Person, due to limited berth space available at the Port Facilities; all vessels not engaged in export/import, cruise or international trade shall be subject to berth space availability. Vessels in cruise or freight transportation have priority over lay berth or non-working vessels.

YACHTS- ~~BUNKERS~~ $0.29 GRT OR $4.89 LOA
~~: Docking to take on bunkers only (these amounts *include* sales tax):~~

~~0-3 hours~~	~~$255.00 Flat Rate~~
~~0-6 hours, but more than 3 hours~~	~~$510.00 Flat Rate~~
~~Over 6 hours~~	~~Rate for Yachts based on LOA, but not less than $510.00~~

Space availability for yachts is subject to Harbormaster recommendation. Yachts must give way to vessels involved in international trade. Yachts are not entitled to commercial dockage rates.

~~YACHTS- ALL OTHERS: $0.28 GRT OR $4.82 LOA~~

LAY-IN VESSELS: ~~$0.33~~ $0.34 per GRT or ~~$6.43~~ $6.53 per foot LOA. Lay-in of any vessel is subject to space availability and convenience of the District, as determined by the Executive Director.

GRACE PERIOD FOR DOCKAGE: In cases where a vessel is not able to vacate its berth within a twenty-four-hour period owing to extenuating circumstances, the Executive Director may grant a grace period of up to one hour without the assessment of an additional day's dockage charges. Only in instances where it is clearly demonstrated that there were extenuating circumstances will consideration be given. In order to be considered, the vessel's Agent must apply, in writing, to the Director of Operations stating the reason which prevented the vessel from vacating the berth on time. In no instances will more than a one-hour grace period be considered.

391 – INTERRUPTED DOCKAGE COMPUTATION OF CHARGES

In the event a vessel berthed at the Port Facilities is ordered to vacate a berth by the Executive Director or authorized designee prior to commencement or completion of cargo operation, dockage charges will cease when the vessel departs for anchorage. If the vessel returns to the berth to commence or complete cargo operations for the same voyage, dockage charges shall resume from the date and time the vessel re-docks.

395 – LINE HANDLING

The District will assess the following charges for the service of handling lines in shifting, docking and undocking vessels:

Vessels up to 4,000 GRT	~~$612~~ $621/call
Over 4,000 GRT	~~$816~~ $828/call

Vessels up to 4,000 GRT (OT Rate)	~~$918~~ $932/call overtime
Over 4,000 GRT (OT Rate)	~~$1,224~~ $1,242/call overtime

The above charges are applicable for services performed during Normal Working Hours. Services performed during hours other than Normal Working Hours will be subject to charges fifty percent (50%) over those listed above. If part of the time falls in the period other than Normal Working Hours, the higher charges will prevail for the entire operation. Services performed on Holidays will be charged at 200 percent of those listed.

Standby time will be charged after two hours from the time the linesmen are ordered at the rate of $300 per hour. Line handling services canceled less than 8 hours prior to the scheduled time, will be charged as if the services were performed.

All lines must be handled by a stevedore licensed by District. The Port reserves the right for line handling for Military vessels and/or vessels having sensitive security requirements as determined by the Executive Director in accordance with the Port Facilities Security plan, and shall be charged accordingly.

400 – HARBORMASTER FEE

A Harbormaster Fee will be assessed on all vessels requiring dockage at the Port Facilities. Tugs/barge combinations shall be charged as a single vessel. Any vessel calling more than once in a 24 hour period will only be subject to one Harbormaster fee in a 24 hour period.

~~$158.00~~ $160.00 per vessel call

403 – TERMINAL RIGHTS

The District reserves the right to control the loading, unloading and handling of all cargo on Port Facilities not leased to tenants. The District also reserves the right to estimate and collect in advance all charges which may accrue against common carriers, vessels, their owners, and agents, or against cargo loaded or discharged by such vessels or other users of the Port Facilities whose credit has not been properly established with the District, or who have been on the Delinquent List for a total of more than sixty (60) days in the previous three hundred sixty-five (365) day period. Use of the Port Facilities may be denied until such advance payment or deposits are made.

The District reserves the right to apply any payment received against the oldest bills rendered against common carriers, their owners, and/or agents, or other users of the Port Facilities.

405 – GENERAL RESTRICTIONS & LIMITATIONS

Under the application of this Tariff, the District is not obligated to provide storage, handling or other services for property which has not been transported, nor intended to be transported by water to or from the Port Facilities; nor is the District obligated to provide wharfage, berthing, parking, storage, other service or accommodation beyond the reasonable capacity of the Port Facilities.

407 – LIABILITY FOR LOSS OR DAMAGE

District shall not be responsible for injury to or loss of cargo being loaded or unloaded at the Port Facilities, nor for injury to or loss of cargo or equipment on or in Port Facilities by fire, leakage, or discharge of water from fire protection facilities; collapse of buildings, sheds, platforms, walls, subsidence of floors or foundations, or breakage of pipes; nor for loss caused by rats, mice, moths, weevils, or other animals or insects; frost or the elements; nor shall they be liable for any delay, loss or damage arising from, singly or in combination of strikes, tumult, insurrections, or acts of God, nor from any of the consequences of these contingencies, or for lost profits, lost revenue, demurrage, or punitive damages.

The Port of Palm Beach District shall not be responsible for damages resulting from breakdown or failure of machinery, weather conditions, navigation, collision, tug-shifting services, labor stoppages, interruptions or from any other like cause which arises through no fault of the Port of Palm Beach District.

409 – RESPONSIBILITY FOR DAMAGE TO FACILITIES

All vessels, their owners, and/or agents, stevedores, and all other users of the facilities shall be held responsible for all damage to the facilities occasioned by them to the full extent of Item 424. It is the responsibility of all Persons to notify the Executive Director immediately of damages to the Port Facilities and to confirm the same in writing within three (3) working days and to receive acknowledgment of same from the District within said period.

All track laying vehicles and equipment are required to have dunnage under tracks when being moved. Failure to comply will result in a $2,500 penalty.

The District reserves the right to repair, contract for same, or otherwise cause to be repaired any and all damage to Port Facilities caused by any Person having damaged Port Facilities. The District may detain any vessel and/or its cargo believed to be responsible for damage to the Port Facilities until sufficient security has been posted for the amount of damage.

If the incident out of which the damage arises is reported to the District by the responsible party in writing within twenty-four hours of the incident, the following charges will be applicable:

(a) Cost to replace the damaged assets at the then current market value or the cost of repairing the asset to a usable sustainable condition, whichever is deemed appropriate by the Port Executive Director or his/her designee.
(b) Administrative and investigative fee equal to ten percent (10%) of (a); and
(c) Applicable permitting fees due the District.

There shall be a minimum aggregated charge for (a), (b) and (c) of $500.00 per incident.

If the incident out of which the damage arises is not reported to the District by the responsible party in writing within twenty-four hours of the incident, in addition to the charges just set forth, the charge in (b) above, shall be at twenty five (25%) instead of ten percent (10%).

The term “responsible party” shall mean any Person who may, in whole or in part, be responsible for the damage.

411 – RESPONSIBILITY FOR CLEANING FACILITIES

All vessels, their owners and agents, and all other users of the Port Facilities shall be held responsible for cleaning such portions thereof as they have used, including adjacent aprons and gutters, as directed by the Executive Director.

If such users do not properly clean the Port Facilities within 24 hours of notification, either verbal or written, the Executive Director shall order the property cleaned and bill the users responsible, at cost, plus twenty five percent (25%), with a minimum charge of $500.

413 – CARGO STATEMENTS REQUIRED

All vessels, trucks, barge lines, importers, exporters, freight forwarders, custom house brokers, shippers, agents, and all other users of the Port Facilities shall report all cargo upon arrival at Port Facilities. Such report shall be in the form of copies of the ship's manifest, dock receipts, bills of lading, or certified statements deemed acceptable by the District, and shall show number of units, commodity, weight, destination, shipper consignee, containers, TEUs for statistical purposes, and all other information which the District deems necessary or appropriate for the compilations of commercial statistics, for billing, for the reserving of necessary warehouse or wharf space, or other purposes. There shall also be provided, upon request by District, copies of all documentation furnished to any governmental agency, foreign and domestic, in connection with the cargo.

The District reserves the right to require any of the above documents to include a weight ticket from a District-approved scale located at the Port Facilities.

Copies or original of the following are to be at District's main office within four (4) days after the sailing of a vessel (or other departure of the cargo from Port Facilities), unless other arrangements have been agreed to in writing by the District: Ship's manifest, dock receipts, bills of lading, or certified statements deemed acceptable by the District, which shall show number of units, commodity, weight, destination, shipper, consignee, containers, TEUs for statistical purposes, and all other information which the District deems necessary or appropriate for the compilations of commercial statistics, for billing, for the reserving of necessary warehouse or wharf space, or other purposes, and, upon request by District, there shall also be provided copies of all documentation furnished or to be furnished, to any governmental agency, foreign and domestic, in connection with the cargo. Failure to furnish the required documents will result in loss of the benefit of Free Time and immediate assessment of Demurrage charges based on Two Hundred Percent (200%) of applicable charges, and other applicable penalties as determined by the Executive Director.

415 – NON-WATERBORNE CARGO

Property arriving at the Port Facilities by any transportation method, other than waterborne commerce, which will not be re-shipped from the Port Facilities via waterborne transportation, will be assessed the same charge as the wharfage rates published herein. Consignee must report receipt of this freight when received and remit charges to the District when invoiced at the end of each month.

No Free Time will be allowed and full storage charges will be billed for each day the cargo is in or on Port Facilities beginning with the day the cargo arrived and including the day it is removed from the Port Facilities unless said charge is waived by the Executive Director.

All liquid bulk brought into or taken out of the Port Facilities by truck, which cargo has not moved across the docks, including but not limited to, all petroleum products including fuels, lubricants (conventional or synthetic), LPG and liquid asphalt; fuel or lubricant additives of any type; alternative fuels; renewable fuels; fuel blending components, including alcohols and bio diesel; chemicals; petrochemicals; solvents; alcohols; manufacturing or process feed stocks will be charged in accordance with the tariff.

Exceptions:

1. Materials delivered for manufacture of commodities for export by manufacturer through the Port Facilities.

2. Materials and equipment used incidentally in the conduct of lessee's business, such as office equipment, supplies, machinery, manufacturing equipment for tenant's own use, materials for leasehold improvements, and similar items.

Failure to report non-waterborne cargo will result in the following charges:
Wharfage cost owed, plus an amount equal to fifty percent (50%) thereof administrative fee and the cost of investigation.

417 – ACCESS TO RECORDS

All vessels, their owners, and agents, and all other users of the waterways and facilities shall be required to permit access to manifests of cargo, railroad documents, and all other documents for the purpose of review and/or audit for ascertaining the correctness of reports filed or for securing necessary data to permit correct estimate of charges. If incorrect documentation is submitted to the District, all costs related to the review and/or audit of the documentation shall be assessed to the responsible agent. If the review and/or audit results in determining an underpayment of appropriate charges to the Port, the Port will provide the responsible party with a corrective invoice which, at the sole discretion of the Port, may include all appropriate delinquency/late fees and interest charges as defined by Tariff.

418 – PUBLIC RECORDS

District records are open for personal inspection and copying by any person, subject to Florida Statutes. In the event of a public records request, fees will be assessed as established in the Florida Statute.

419 – PAYMENT OF CHARGES AND INVOICES -– LITIGATION

Charges rendered must be paid by the steamship agent regardless of whether the steamship agent has been reimbursed. Presentation of the District's invoices to a vessel's steamship agent, owner, chartered or authorized vessel representative shall not constitute a waiver of the District's maritime lien against a vessel for services, supplies and other necessities provided by the Port. The steamship agent's liability is not exclusive and does not limit the District's rights to pursue vessels, their owners, charterers or others who may be liable under contract or law, maritime or non-maritime.

The District reserves the right to estimate and collect in advance all charges, which may accrue against vessels, or against cargo loaded or discharged by such vessels, or from other users of waterways and Port terminal facilities, whose credit has not been properly established with the District. Use of facilities may be denied or cargo removed from storage until such advance payments or deposits are made.

All invoices are due on receipt. If any invoice is not disputed within thirty (30) days after date of issuance, said invoices shall be considered valid and due and uncontestable. Presentation of bills to vessels and others is done as a matter of accommodation and convenience and rendering of or failing to render an invoice by the District shall not impair the District's rights to collect all amounts due, or constitute a waiver of any lien or other rights with respect to services or supplies furnished to the vessel, under maritime law or otherwise. The District reserves the right to apply any payment received against the oldest outstanding invoice.

In the event that a Tariff charge is disputed within thirty (30) days of the date of issuance, the Person alleged to owe the charge shall be entitled to an informal hearing before the Executive Director, or his designee ("Dispute Officer"). The hearing shall be had at such time and date as directed by the Dispute Officer, but shall not be sooner than ten (10) and not later than twenty (20) days after notice of the dispute is given, and a determination shall be given in writing. The Dispute Officer shall have such members of District Staff and consultants present as the Dispute Officer shall deem appropriate. The determination of the Dispute Officer shall be final and binding. This provision does not purport to override the provisions of written agreements between the District and the Person disputing the Charge.

Any common carrier, vessel, vessel owner, forwarder, agent, stevedore, tenant or other user of Port Facilities who have invoices that remain unpaid for more than thirty (30) days will begin to accrue late charges. Any Person whose invoices are subject to late charges may be required to post, or increase the amount of, security posted with the District.

421– DELINQUENT LIST

Any invoice remaining unpaid 60 days after the date of the invoice is deemed to be in Delinquent Status, regardless of whether the invoice has been contested, disputed or otherwise objected to (in whole or in part). All common carriers, vessels, vessel owners, forwarders, agents, stevedores, tenants and other users of Port Facilities are imputed to have knowledge that they have invoices in Delinquent Status, without further notice from the District other than the original billing, however, the District may, but is not required to, send additional notices to the party billed.

Any Person who has one or more invoices in Delinquent Status may be denied further use of the Port Facilities, and/or any licenses held by them suspended or terminated, and all security badges of their employees cancelled, upon determination of the Executive Director, until all charges of that Person that are in Delinquent Status, together with any other charges currently due, shall have been paid.

Dispute of a charge shall not be a basis for being exempt from Delinquent Status. The Executive Director shall have authority to charge any amounts due against any (or all) bonds, letters of credit, other security or financial guaranty posted by any Person responsible for the charge in Delinquent Status (and require the re-establishment of the bond, letter of

credit, security and/or financial guaranty at required levels, and/or increase the amount of said bond, letter of credit, security or financial guaranty to such level as is deemed appropriate by the Executive Director, institute collection proceedings and seek and pursue all other rights and remedies available under this Tariff, law, and the terms of any agreements (including without limitation, marine terminal agreements, operating agreements and leases) (referred to as "Agreements") between the District and any Person, including without limitation, the termination of such Agreements, and defend any claims against the District, regardless of whether the claims or defenses of the District arise out of the Tariff or the Agreements. Further, the Executive Director shall have the right to require such bonds, letters of credit, other security or financial guaranties as the Executive Director shall deem appropriate, and in such amounts and on such terms as the Executive Director shall deem appropriate, as a condition to any Person making use of Port Facilities if such Person has any charges on the Delinquent List.

District will have all rights provided under Florida law to an individual with respect to checks which are dishonored, and will be subject to a minimum fee of $250.00.

422 – SERVICE CHARGES

A service charge of 1 ½% per month will be charged on all unpaid balances outstanding over thirty (30) calendar days. In addition to the aforesaid service charge, an annual interest rate of eighteen percent (18%) will also be charged for all "past due" related collection efforts; payable and due upon receipt.

In connection with any litigation, including appellate proceedings arising out of any action with respect to enforcement or interpretation of the provisions of this Tariff, the District shall be entitled to recover its reasonable attorney's fees and costs so incurred, provided it is the prevailing party.

424 – INDEMNIFICATION CLAUSE

Each person using Port Facilities, each employee of a person using Port Facilities, each person performing any service at Port Facilities, and their employees, and any person coming to Port Facilities with the intention of becoming a guest, business invitee (including any passenger, ticketed or not yet ticketed, with the intention of becoming a passenger) invited or not, and, as to their business invitees and guests, all vessels, their owners, agents, and stevedores shall indemnify, hold, and save the District, its commissioners (individually and collectively as a board), agents, attorneys, consultants, and employees harmless from and against any and (a) all suits, loss, cost, demands, claims, actions, damages, liability and judgments of every kind and character and any expense, and (b) any claim, demand, actions, damages, loss, cost, liabilities, expenses, and judgments suffered by, recovered from, or asserted against the District on account of injury and/or damage to their person and/or property occurring at Port Facilities, without regard to fault provided, however, that this provision shall not apply to the extent that the District is grossly negligent; and all such persons waive all claims they could or may have against the District, its commissioners (individually and collectively as a board), agents, attorneys, consultants and employees, except to the extent that such claims arise from the gross negligence of the District for loss or damage and are covered under any insurance policy and each such person shall cause its insurance carriers to waive any right of subrogation with respect thereto and to so notify the District. The indemnification herein includes indemnity for attorneys' fees and litigation costs.

Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the terminal responsible for any vessel casualty during such transit.

426 – INDEMNITY BOND

Any Person availing themselves of the Port Facilities shall, upon determination of the Executive Director, be required to furnish the District with an indemnity bond insuring the District against loss of any funds accruing from charges assessed for services rendered and for usage of the Port Facilities. The Executive Director is authorized to determine the amount of the Indemnity Bond.

428 – PERFORMANCE BOND

Stevedores moving any cargo consisting of liquid or dry bulk, containers, general cargo or any other type of cargo at the Port Facilities, and agents accepting agency for same, shall be required to post a bond as determined by the Executive Director to be adequate, with a $25,000.00 minimum, payable to the District, conditioned according to law for the faithful performance of duties, services and operations proposed to be provided, and in form and substance acceptable to the Executive Director. Acceptance of an amount or form of bond on one occasion shall not be binding on the District with respect to further or future bonds.

430 – INSURANCE

The charges provided in this Tariff do not include any expense of fire, storm or other insurance covering owner's interest in the property, nor shall such insurance be affected by the District under its policies.

All Stevedores and/or vessels/agents and/or other license holders ("Licensee"), where applicable, shall provide evidence that the following minimum insurance coverage is in force covering their operations at Port Facilities:

- General liability insurance in the minimum amount of one million dollars ($1,000,000.00) per occurrence/$2,000,000 aggregate;

- Auto liability insurance:
  One million dollars minimum ($1,000,000.00) combined single limit;

- Workers' Compensation Insurance, including coverage under the Longshoremen's and Harbor workers' Compensation Act;

- Third Party Pollution liability for spillage, if applicant handles, stores, or transports chemicals, fuels, or petrochemicals on Port property;

- The foregoing is minimum coverage. The Executive Director may require that additional and/or different coverage amounts and types (covering, e.g. different types of losses) be provided as a result of facts or circumstances made known to the Executive Director. Any such additional coverage shall be based upon a reasonable estimate made by the Executive Director.

Transportation Licensee Insurance Coverage

Certificate of Commercial Automobile Liability Insurance is required with the following minimum coverages:

- $300,000 for injuries per person in any one occurrence or accident
- $300,000 for injuries per occurrence or accident
- $50,000 for property damage in any one occurrence or accident

Said insurance shall be obtained by a carrier with an A.M. Best Rating of "A" or better. Any exception must be approved by Port Executive Director 30 days in advance of policy effective date. The Licensee shall furnish proof of said insurance by an appropriate certificate from the insurance carrier prior to commencing operations under 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 District as an additional insured, and the Certificate of Insurance must reflect the same.

No license is automatically renewable. In order to renew a License for an additional year, Licensee shall submit to the District not less than 30 days prior to the expiration date of the License, an updated application form, as required by the District. The District may refuse to renew any License with or without cause. Additional types of insurance may be required by the District, and the same may differ depending on the nature of the Licensee's operations and District's experience with the Licensee, other licensees or other matter, facts and circumstances determined by the Executive Director to be pertinent. District reserves the right to refuse to allow any firm to conduct business on its premises where proof of the above required insurance coverage is not provided in a timely manner or if it is provided but reflects amounts less than the required minimums indicated above.

432 – RESPONSIBILITY FOR CARGO

Cargo held for export, while at Port Facilities, is in the custody, care and control of, and full responsibility therefore is assumed by, the vessel, its agents, and the shipper.

Import cargo, while at Port Facilities, is in the custody, care and control of, and full responsibility therefore is assumed by, the vessel, its agents, and the consignee.

438 – DELIVERY ORDERS

All drivers must have a written delivery order for each truck to be loaded/unloaded at the Port Facilities. This delivery order should be on an order form or letterhead of the firm owning the cargo and must be signed by an official of the

company, or person authorized to sign such orders satisfactory to the Executive Director. The delivery order shall describe the cargo, the amount to be loaded/unloaded, the bill of lading, numbers and marks, if any, on cargo and the consignee/agent. Any driver not having this written order will not be permitted to load/unload or leave the Port Facilities without surrendering a copy to the designated District representative.

444 – UNCONSIGNED CARGO

All cargo arriving at the Port Facilities must be consigned to a specific agent. Unconsigned cargo is not allowed to enter the Port Facilities.

446 – LIENS, ENFORCEMENT

Any party shipping cargo through the District or receiving cargo at the District consents to lien in favor of the District for all charges under the Tariff related to such cargo, and such cargo shall not be removed from the Port Facilities without the consent of the District unless all such charges are paid.

Any cargo on which charges have not been paid within 90 days shall be considered abandoned cargo. The District reserves the right, at the election(s) of the Executive Director, from time to time, to remove any or all of such property to another area of the Port Facilities, and/or to remove it from Port Facilities, and/or retain possession of the cargo until all charges have been paid and/or proceed under the Lien Enforcement Procedure set forth below to enforce and foreclose its lien, and/or dispose of same using any other lawful procedure. Any movement shall be at the risk and expense of the owner and Agent. Charges shall continue to accrue from the date of abandonment, at twice the otherwise applicable rate.

Lien Enforcement Procedure. Any party shipping cargo through the District or receiving cargo at the District further consents to the District employing the following procedure to enforce and foreclose such lien:

(1) Except as provided in subsection (2), the District's lien may be enforced by public or private sale of the cargo in block or in parcels, at any time or place and on any terms which are commercially reasonable, after notifying all persons known to claim an interest in the cargo. Such notification must include a statement of the amount due, the nature of the proposed sale and the time and place of any public sale. The fact that a better price could have been obtained by a sale at a different time or in a different method from that selected by the District is not of itself sufficient to establish that the sale was not made in a commercially reasonable manner. If the District either sells the cargo in the usual manner in any recognized market therefore, or if the District sells at the price current in such market at the time of sale, or if the District has otherwise sold in conformity with commercially reasonable practices among dealers in the type of cargo sold, the District has sold in a commercially reasonable manner. A sale of more cargo than apparently necessary to be offered to ensure satisfaction of the obligation is not commercially reasonable except in cases covered by the preceding sentence.

(2) The District's lien on other cargo may be enforced as follows:

(a) All persons known by District to claim an interest in the cargo must be notified; provided, that if the cargo is or was represented by a Steamship Agent, it is only necessary to notify the Steamship Agent.

(b) The notification must be delivered in person or sent by registered or certified letter to the last known address of any person to be notified.

(c) The notification must include an itemized statement of the claim, a description of the cargo subject to the lien, a demand for payment within a specified time not less than 10 days after receipt of the notification, and a conspicuous statement that unless the claim is paid within that time the cargo will be advertised for sale and sold by auction at a specified time and place.

(d) The sale must conform to the terms of the notification.

(e) The sale must be held at the nearest suitable place to that where the cargo is held or stored.

(f) After the expiration of the time given in the notification, an advertisement of the sale must be published once a week for 2 weeks consecutively in a newspaper of general circulation where the sale is to be held. The advertisement must include a description of the cargo, the name of the person on whose account they are being held, and the time and place of the sale. The sale must take place at least 15 days after the first publication. If there is no newspaper of general circulation where the sale is to be held, the advertisement must be posted at least 10 days before the sale in not less than 6 conspicuous places in the neighborhood of the proposed sale.

(3) Before any sale pursuant to this section any person claiming a right in the cargo may pay the amount necessary to satisfy the lien and the reasonable expenses incurred under this section, in which event the cargo shall not be sold, but must be removed from the Port Facilities.

(4) The District may buy at any public sale pursuant to this section.

(5) A purchaser in good faith of cargo sold to enforce the District's lien takes the cargo free of any rights of persons against whom the lien was valid, despite noncompliance by the District with the requirements of this section.

(6) The District may satisfy its lien from the proceeds of any sale pursuant to this section but must hold the balance, if any, for delivery on demand to any person to whom the District would have been bound to deliver the cargo.

(7) The rights provided by this section shall be in addition to all other rights allowed by law to a creditor against his or her debtor.

448 – WHARFAGE EARNED

All cargo placed at Port Facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it, whether or not it is eventually loaded on a vessel.

Upon verification of unapproved items or cargo for storage, the District will issue a notification to the owner, agent or consignee allowing 48 hours to remove such items/cargo. In addition to other District remedies set forth in this Tariff (for example, storage, wharfage, demurrage) failure to adhere to such notification will result in a minimum penalty of the following:

Cost for the District to remove and store items/cargo at a daily rate of $50 plus an administrative fee equal to ten percent (10%) of said charge, both assessed on a per item basis.

451 – STEVEDORE LICENSING

No Person shall operate as, or carry on the business of a stevedore at the Port Facilities, unless and until such Person shall have a license issued by the District. An application shall be submitted with payment of the non-refundable Initial Application Fee in the amount of ~~$4,000.00~~ $5,000.00. In addition, each approved licensee shall pay a non-refundable Annual License Fee in the amount of $4,000.00; or if a license is issued on and after July 1, the non-refundable Annual License Fee shall be the amount of ~~$2,000.00~~ $2,500.00. Stevedore licenses shall be issued for a period not longer than one year, expiring each year on the 31st day of December.

If renewal is not completed by January 1st, a penalty equal to 2% of the license fee per day until the renewal is completed shall be assessed, waivable in full or in part by the Executive Director for good cause shown.

Stevedore application is available at www.portofpalmbeach.com.

452 – STEAMSHIP AGENCY LICENSING

No Person shall operate as, or carry on the business of, a steamship agent unless, and until, such Person shall have a license issued by the District authorizing such activity.

An application shall be submitted with payment of the non-refundable Initial Application License Fee in the amount of ~~$2,000.00~~ $3,000.00.

Each approved licensee shall pay a non-refundable Annual License Fee in the amount of ~~$2,000.00~~ $3,000.00; or, if a license is issued on and after July 1, the non-refundable Annual License Fee shall be the amount of ~~$1,000.00~~ $1,500.00. Steamship Agency licenses shall be issued for a period not longer than one year, expiring each year on the 31st day of December.

If renewal is not completed by January 1st, a penalty equal to 2% of the license fee per day until the renewal is completed shall be assessed, waivable in full or in part by the Executive Director for good cause shown.

Steamship Agency application is available at www.portofpalmbeach.com

453 – OTHER LICENSING
(Refer to section 430 for insurance requirements)

No person, firm, corporation, or other business entity shall operate as, or carry on the business of, ship chandler, bunkering, or miscellaneous activities as determined by the Executive Director unless, and until, such person, firm, corporation, or other business entity shall have a license/permit issued from the Port of Palm Beach authorizing such activity. An application shall be submitted with payment of the non-refundable Initial Application Fee.

The following item encompasses all annual and renewal license rates as shown below. The fees are for the initial application, renewal, and (if revoked or expired) reinstatement fee:

- Bunkering - ~~$1,000~~ $1,500
- Towing Company - $1,500
- Ship Chandler, Ship's Repair - $500
- Bus - ~~$400~~ $500 per bus company [Includes two decals (passenger capacity of 18+)]. Additional decals are $25 per bus. Buses picking up persons from the cruise terminal will be charged $30 PER BUS PICKUP.
- Taxi/Limo/Passenger vans (fewer than 17 passengers) - ~~$200~~ $300 per company [Includes one decal]. Additional decals are $25 per vehicle.
- Diving Operations License - ~~$250~~ $500
- Miscellaneous Licenses (Food/Drink Vendor, Mobile Fuel Service, Cargo Handler, Motor Vehicle Rental Service, Vessel Oily Waste and Waste Water Removal, or others not listed above) - ~~$200~~ $500

Note: Initial licenses issued on and after July 1 for the above licenses shall be at one half (½) of the fee stated (plus 100% of any required decal charges).

454 – PERMITTING

The following items encompass all permitting rates:

Port permits are required for all large or small projects, modifications, improvements, or repairs made to any Port-owned property, building, or land. Any construction commencing prior to the issuance of a Port Engineering Permit will be charged ~~twice the permitting rate~~ a penalty of $1,000. All permits shall be issued for a specified time period and/or project but not longer than one year unless otherwise extended by the District~~.~~

Port Engineering Permit – $200.
Engineering Permit requiring City's approval – $500.00

Port Engineer will provide comments to applications and/or drawings within 5 days after application/drawings is received. Permit fee includes initial review, one change/correction and final review; each additional review will be billed at a flat fee not to exceed 50% of the permit fee.

Hot Work Permit – See Item 477

455 – WHARF OBSTRUCTION

Cargo, stevedore's tools, appliances, equipment, gear, vehicles, or any other material or objects will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Executive Director or his/her designee. If such obstruction is not removed within three (3) hours of notification such equipment and material may be charged up to $250 per item, per day it remains. Such equipment and material may be stored and $250 charged for each day it remains unclaimed, plus ten percent (10%) administrative fee, together with the expense of removal, storage, or sale.

Stevedoring equipment placed outside of a tenant's lease area that remains unused for a period more than 14 days will be charged as cargo, and regardless of whether within or without such 14-day period, shall be moved to an area designated by the Port upon demand. Tenants and users of the Port will not be permitted to leave vehicles, gear, pallets, dunnage, containers, forklifts, cranes, boat cradles, spreader bars, jockey trucks, hoppers, cargo or other materials incidental to ship and/or terminal operations in any non-leased or non-assigned area, including but not limited to, dock aprons, roadways, buildings and yard areas. Any other material or objects which are not part of the cargo will not be permitted to remain on or be stored on aprons, RORO ramps, wharves, wharf premises, driveways, roadways or other locations without approval.

461 – VEHICLE OPERATION

All vehicles on port will be operated in a manner for which they were intended. All vehicles will transit within the posted speed limits and obey all traffic signs and schemes where designated. The use of mobile communication devices that distract the operator from safely operating a vehicle is prohibited. Any vehicle operator using a mobile communication device and transiting the port in a hazardous and erratic manner will have their Port ID (TWIC badge) revoked for 24 hrs. Any subsequent violations may result in permanent revocation of Port ID.

462 – ABANDONED VEHICLES

Any vehicle of any description, which is left without a visible and valid parking permit or dock receipt number at ANY time at the Port Facilities (whether or not the same is leased to a tenant) shall be deemed abandoned, and may be disposed of under the provisions for cargo deemed Abandoned. Subject vehicle will be ordered removed by the District at the sole risk and expense of the owner. All persons and objects (vehicles) are subject to search in accordance with the District approved Facility Security Plan, as approved by the US Coast Guard under CFR 33 part 105 and Florida Statute 311, and as otherwise permitted by law.

464 – SOLICITATION

It shall be unlawful for any person or firm to solicit or carry on any business on the Port Facilities without first obtaining a permit or franchise from the District as required by this Tariff in addition to the required State, County and local municipal occupational licenses.

466 – BILL POSTING PROHIBITED

No person shall post, distribute, display, or allow signs, advertisements, and circulars, printed or written matter at a terminal without prior written permission of the Executive Director.

468 – SMOKING RESTRICTIONS

Smoking is strictly prohibited in transit sheds, warehouses, or on the apron of the wharves, and on vessels, handling dangerous, hazardous or inflammable cargo. Smoking is also strictly prohibited in any areas where gasoline or like materials are being handled or serviced to equipment and in all public areas.

~~469 – FIREWORKS~~

~~The transfer, loading or unloading of event fireworks from or on any wharf, ship, barge or other means of transport shall require prior authorization from the Executive Director, be subject to Tariff Item 470 and a minimum fixed rate of $5,000.00.~~

~~Once approved, the loading and unloading, when begun, shall proceed with all due diligence until the same is completed and all fireworks unloaded at a wharf shall be conveyed away from the wharf without delay.~~

470 – EXPLOSIVES, FLAMMABLE AND OTHER DANGEROUS CARGO

Explosives, and hazardous or highly flammable commodities or materials, and Dangerous Cargo may be handled over, or received on, the wharves and other ~~of the~~ Port Facilities only by special arrangement with, and approval of, the District. The receiving, handling, or storage of such commodities and materials shall be subject to Federal and State laws, rules and regulations.

In all cases, where explosives and hazardous or highly flammable commodities or materials or other Dangerous Cargo are to be handled, prior consent by the U.S. Coast Guard must be received and a copy of the consent filed with the District. Security plans and responsibility for safeguarding of life and property must be presented to the District for approval prior to the arrival of such materials. The District reserves the right to refuse any request~~, as to ensure the safety and security of the citizens of the District~~.

Event fireworks will be billed at a minimum fixed rate of $5,000.00.

Once approved, the loading and unloading, when begun, shall proceed with all due diligence until the same is completed and all fireworks unloaded at a wharf shall be conveyed away from the wharf without delay. Fireworks will not be permitted to be wired for display on the Port facility or wharfs, loading of containers and uncrating of fireworks must be completed in open waters for safety.

471 – OTHER AUTHORITIES HAVING JURISDICTION

All users of Port Facilities shall comply with all statutes, ordinances, rules, orders, regulations and requirements of governmental authorities having jurisdiction, in the use of such facilities, including without limitation, the Florida Department of Law Enforcement, the United States Coast Guard, and all other federal, state and city governments and

regulatory authorities and of any and all of their departments, agencies and bureaus, including without limitation safety regulations, Federal Maritime regulations, U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) in accordance with CFR 29 parts 1917 & 1918, the Port's Facility Security Plan as approved by the United States Coast Guard (USCG) in accordance with CFR 33 part 105, and obtain and maintain all licenses and permits necessary for such Port User's operations. The District, by imposing this requirement does not assume any enforcement responsibilities with respect to the foregoing.

472 – NO TRESPASSING

It is unlawful for any person to trespass upon any properties of the District. Any person found in, or entering upon, property owned by or leased to District without the proper level of identification card is subject to the trespass provisions of Florida Statutes 810.08, 810.09, and 311.11. ALL persons and objects are subject to search.

473 – COMMERCIAL FILMING

Companies or individuals engaged in taking still photographs or filming for commercial purposes are required to request permission and obtain prior approval from the Port. A certified security escort, provided by the Port, for the duration of the shoot is required; charges for security personnel can be found in Tariff Item 561 – Security Fees. Any requirement for additional port staff or resources will be at the expense of, and invoiced directly to, the filming party. Fees for commercial shoots may vary and additional fees, such as a location fee, may be imposed at the sole discretion of the Executive Director of the Port. A permit issued by the Palm Beach County Film & Television Commission and liability insurance are mandatory for all filming.

Charges not otherwise set forth shall be at actual cost plus 10% administrative fee.

474 – SIGNS

Signs, of any kind, erected on District property or painted on structures belonging to the District will be furnished by the user and must be approved by the Executive Director or Port Engineer prior to installation, and shall be removed, at user's cost upon direction of the Executive Director or Port Engineer, without compensation to user. All signage must comply with State, County, Municipal and Regional building/construction codes and permitting requirements. A permit from the District is required for all sign construction. All signs must be maintained in accordance with their original appearance, e.g. faded signs must be replaced or repainted.

475 – AREA DESIGNATION

District may designate certain areas of the Port Facilities as requiring specific safety equipment. Any such designation may be made with above-ground signage and/or markings on the ground. Such designations shall not reflect a minimum standard of safety, and shall not replace applicable laws or regulations or substitute for same, nor shall the same supplant a Port User's higher standard for safety procedures instituted for its employees. Compliance with such designations shall not guaranty safety.

477 – HOT WORK PERMITS

When application for a Hot Work permit is made to the District, a $~~41~~ 50 minimum charge will be assessed the steamship agent, or stevedore, requesting such hot work permit.

"Hot Work" performed within enclosed spaces must be certified "Gas Free" by a certified marine chemist and otherwise meet safety standards as determined, from time to time, by the District. Hot work performed without a permit will be subject to a $1,000.00 fine per twenty-four hour period, and performing work without a permit shall constitute grounds for being ordered off berth and/or out of Port Facilities. Hot Work permits shall expire seven (7) days after issuance, unless extended in writing by District.

480 – ~~FRESH~~ POTABLE WATER

The Port of Palm Beach is provided water by the City of Riviera Beach. Rates for ~~fresh~~ potable water delivered to vessels at wharves or docks shall be assessed as follows:
Per Ton (240 gallons): ~~$2.05~~ $2.08/Ton
Minimum Charge: ~~$118~~ $120when sold to all vessels, including yachts and boats.

482 – ELECTRIC CURRENT

Electricity furnished by the District to vessels or for the operation of loading or unloading gear:

For each connection, if available, $100, plus pass through cost of actual current consumed, if direct meter is available (Minimum charge will be $140.00 for both connection and usage).

For each connection, if available, $100 plus $20.00/hour connected, or part thereof, if direct meter is not available (Minimum charge will be $140.00 for both connection and usage).

Other services must be arranged and paid for by prior arrangement.

486 – SPECIAL SERVICES

Any labor or material required for special services not covered in the Tariff shall be provided at rates will be quoted by the Executive Director upon written application. The District is not obligated to provide services other than those specifically enumerated in this Tariff and will not undertake to render special services except at its convenience. The District assumes no responsibility whatsoever for failure to render such service.

When personnel are called out in overtime or Holiday, such services performed will be subject to a minimum labor charge of five (5) hours for the personnel performing such services at the indicated overtime rate.

Labor Rates	**Standard Time**	**Over-Time**	**Holiday**
Foreman & Supervisors	$50.00/hour (4-hour minimum)	$75.00/hour (5-hour minimum)	$125.00/hour (5-hour minimum)
All others	$35.00/hour (4-hour minimum)	$52.50/hour (5-hour minimum)	$87.50/hour (5-hour minimum)

Equipment **Where an operator is required, the same must be a Port Employee and Labor Rates will be as per above**	**Rate Hour**	**Minimum Charge**
Forklifts - 12,000 lbs. or less (operator required)	$100.00/hour	$200.00
Sea Ark (with motor) (operator required)	$100.00/hour	$200.00
Front end loader or backhoe combination tractor (operator required)	$200.00/hour	$400.00

490 – CRANE SERVICES

All firms providing crane services at the Port Facilities must be stevedores licensed by the District or a licensed crane operator.

491 – CRANE OPERATOR'S LICENSE

A Crane Operator's License application shall be submitted with payment of the non-refundable initial application fee in the amount of $3,000. Each approved licensee shall pay a non-refundable annual license fee in the amount of $3,000 for each year thereafter. If license is issued on or after July 1 of that year, the non-refundable annual license fee shall be $1,500. Crane Operator's Licenses shall be issued for a period not longer than one year, expiring each year on the 31st day of December.

All firms doing business with the District must be licensed by the District. Private cranes and/or machinery will only be allowed to work on the terminal under the following Rules and Regulations.

1. The Steamship Agency or Stevedore hiring crane service must provide the District's Duty Officer with a copy of a valid Certificate of Unit Test and/or Examination covering the crane and/or machinery prior to the crane and/or machinery being used on the District's property.

2. The cranes and/or machinery must meet all the current requirements and specifications as published in the Federal Register and comply with all Safety rules and regulations governing the operation of cranes and/or machinery on Port facilities of all governmental agencies having jurisdiction.

3. The Steamship Agency or Stevedore hiring crane service shall provide the District with a current copy of the Crane Operator's Certificate of Insurance as stated in Item 430 – Insurance.

The Steamship Agency or Stevedore hiring crane service shall coordinate and/or negotiate any land needs for the assembly of the cranes and/or machinery with the Executive Director and District's Duty Officer. A Steamship Agency, Stevedoring or Crane Operator's License in itself does not authorize the use of Port facilities for assembly or storage of cranes or other equipment without further agreement with the District.

492 – REFUSE DISPOSAL

Refuse disposal service for foreign waste is provided by private contractors with compliance agreements on file with the Department of Homeland Security, Customs and Border Protection (DHSCBP). Contact the DHSCBP Director for an approved contractor list.

493 – CLEAN UP

All users of Port Facilities shall be held responsible for cleaning of the property which they have been allowed to use, or which has been assigned or leased to them, including without limitation, wharves, aprons, gutters, roadways, storage areas. In the event of failure to comply ~~do so~~ in a timely manner as determined by the Executive Director, the Executive Director may order the work performed and bill the users responsible at cost plus Twenty-Five Per Cent (25%) service charge, with a minimum charge of ~~$100.00~~ $500.00.

495 – PARKING DECALS

No owner or operator of any automobile, truck, trailer, or other vehicle to park on any wharf, apron, or in any transit shed, or warehouse, or on any roadway on property owned by or leased to District, except in designated areas, with the proper parking permit visibly displayed in the left front windshield, as mandated by Federal and State regulations.

ANY automobile, truck, trailer, or other vehicle unlawfully parked outside of designated parking areas or without the proper parking permit, will be towed at the sole expense of the owner.

Parking Decals are required for the vehicles for all employees of the Port and of Tenants requiring access to the port terminals and/or facilities.

Parking permits may be obtained for a fee and can be applied for at the District ID Office.

Parking Decals - $5.00

496 – PARKING

Some facilities are available for the parking of vehicles for passengers boarding ships, and for District visitors and workers, at rates designated by the Executive Director and posted at each facility. Such rates shall apply the day a vehicle enters the parking lot and to each succeeding day it remains on the lot. Parking facilities can be made available to the general public at no charge for certain maritime industry related events as designated by the Executive Director.

Parking rates shall be as follows Effective 1/1/~~2018~~ 2019 (except where controlled by separate agreement):

Self Parking	$10.00 per automobile
Valet Parking	$12.00 per automobile
Valet Parking (Overnight)	~~$19.00~~ $20.00 per automobile, per day

Any larger automobiles such as vans, RVs, buses and trailers will be charged the daily rate for each parking spot used (per each area amounting to a standard passenger car space used). A day constitutes a 24-hour period or fraction thereof.
Executive Director shall have the right to increase parking rates.

498 – CRUISE TERMINAL INFRASTRUCTURE FEE

Commencing on October 1, 2016, the Port of Palm Beach initiated a $1.00 fee per boarding passenger for homeported vessels. The vessel operator will be responsible to collect this fee and forward it to the Port in a manner consistent with all other Port charges collected and remitted.

499 – PASSENGER WHARFAGE, EMBARKING, IN TRANSIT, DISEMBARKING

Passenger wharfage charges:

- Coastal Cruise passengers of any age: $2.00 on/$2.00 off
- Non-Coastal Cruise passengers of any age, (where vessel makes more than 12 calls at Port Facilities in a one-year period): $7.00 on/$7.00 off
- Other Non-Coastal Cruise passengers of any age: $10.00 on/$10.00 off

500 – CRUISE TERMINAL OPERATING FEE

Cruise Terminal Operating Fee will be charged as follows: $1.50 on/$1.50 off per passenger.

501 – CARGO TERMINAL OPERATING FEE

Terminal Operating Fees will be assessed on all cargo as follows:

Bulk Cargo	~~$0.21~~ $0.22/Ton
Breakbulk Cargo	~~$0.26~~ $0.27/Ton W/M
Container Cargo including ISO Tanks	~~$0.30~~ $0.31/Ton

505 - COMBINED RATES

Wherever a written Operating Agreement, Terminal User Agreement, Lease or other written agreement is entered into between the Port of Palm Beach District and a Port User and such agreement provides for a combination of rates otherwise set forth in this tariff as individual rates, the same shall be deemed a “Combined Rate”. Combined Rates shall be deemed a Tariff rate hereunder, fully as though the same were set forth herein as individual tariff rates.

516 – RADIATION MONITORING / SECURITY CONTRABAND SEARCH

All freight, foreign and domestic, entering onto or departing Port Facilities, is subject to inspection and screening of cargo in accordance with CFR 33 part 105, F.S. 311.12 and the Department of Homeland Security, Customs and Border Protection (DHSCBP). The District may impose additional requirements on an ad hoc basis as determined to be appropriate to the circumstances existing or believed to exist.

521 – SECURITY BADGING

All persons seeking access to the Port Facilities are required to comply with all State, Federal law and Port policies and procedures regarding same, as adopted from time to time.

Any person found without the proper credentials is subject to the trespass provisions of Florida Statutes 810.08, 810.09 and 311.11, and, at a minimum will be required to depart the Port Facilities. Possession of a concealed weapon on Port Facilities is strictly prohibited, except by Federal, State or local employees or persons to whom permission has been granted by the District, where granting of such permission is not in violation of other laws.

~~Green~~ Port Badge	~~$25.00~~ $45.00
Crew / Support Badge	$15.00

~~(~~NOTE 1: The Port of Palm Beach District does not issue and/or process individuals for the Transportation Workers Identification Credential, “TWIC”. These credentials are issued by the Transportation Security Administration, “TSA”. Information on where to apply and requirements can be obtained on the web at www.tsa.gov.~~)~~

NOTE 2: Port badge requires security escort.

Regulations and fees are posted on the Port of Palm Beach District’s website at www.portofpalmbeach.com, as direct cost billed by the Florida Department of Law Enforcement and established by the Florida Legislature.

526 – ENFORCEMENT OF TARIFF

The Executive Director shall designate, from time to time, the personnel and methods to be employed in determining compliance with the Tariff and investigating any alleged violations of the Tariff, which methods shall include but not be limited to reviews of the books and records of all Persons who may be subject to the terms of this Tariff. Such inspections shall occur at any time, between the hours of 9:00 AM and 5:00 PM. The District shall be entitled to make copies and retain such documents, books and records as the District shall deem relevant. All documents, books and records copied shall be subject to the Florida Public Records Act and shall not be returnable to the Person. In addition to other remedies set forth herein (including increased charges under the Tariff), the Executive Director has the authority to impose a $500 fine for each individual Tariff violation, and/or suspend/revoke a license as determined reasonable by the Executive Director. The sole remedy of an aggrieved person shall be appeal to the Board of Commissioners based upon a Petition filed and heard at the convenience of the Board. The prevailing party in such appeal shall pay all costs of same; however, each party shall bear their own attorneys fees and expert witness fees. If the Board determines that the violation of the Tariff has occurred, the appealing party shall not be considered the prevailing party.

531 – ILLEGAL LOADING/UNLOADING

No Captain of any vessel shall allow any loading or unloading from the docks or the vessel, or any areas of the Port of Palm Beach to be loaded or unloaded or carried on or off the vessel unless it is correctly manifested.

A fine of not less than $1,000 but not more than $10,000 will be assessed against the vessel by the Port of Palm Beach when it has been determined that the lading was so loaded or unloaded.

536 – SEVERE WEATHER SAFE HARBOR DISCLAIMER

All vessels, their owners, charter parties, and/or agents requesting to berth at the Port Facilities in the event of a major storm or heavy weather are hereby put on notice that due to the geographical location, physical characteristics, and other factors, the Port Facilities should not be considered a safe harbor for vessels in the event of a major storm or very heavy weather, and any such vessel permitted to berth at the Port Facilities as refuge from a major storm or very heavy weather assumes the risk of all damages and losses to the vessel and agrees to indemnify the District for all loss and damage to navigational aids, docks, wharves, piers, fenders, buildings or other Port Facilities, and for lost revenue to the District resulting from loss of use whether by direct damage or blockage, or navigational aids, docks, wharves, piers, fenders, buildings or other Port Facilities.

Any such damages or loss in that event shall be the responsibility of the vessels, their owners, charter parties and/or agents and shall not be construed to be an act of God.

541 – DELIVERY OF BUNKERS/PETROLEUM PRODUCTS BY BARGE/TRUCKS

Vessel bunkers arriving by truck to the Port Facilities and which are being delivered to vessels berthed at Port Facilities will be charged ~~$0.05~~ $0.005/gallon of fuel delivered ~~to Yachts and $40.00 per truck for delivery~~ to all ~~other~~ vessels.

Vessel bunkers arriving by barge to the Port Facilities to be delivered to a vessel berthed at Port Facilities will be charged $0.005/ gallon ~~$300 per call~~, plus applicable dockage and other Tariff charges.

Vessel Agent will be responsible for reporting monthly to the Port the total gallons delivered to each vessel. Upon Port request, the Vessel Agent will provide all necessary supporting documentation including, but not limited to, signed fuel receipts validating the corresponding deliveries.

Vessel Agent will be responsible to pay all charges billed by the Port.

546 – DIVING OPERATIONS

Underwater diving operations are prohibited within the confines of the Port of Palm Beach except when authorized by the Director of Operations. Written request must be made so that authorization can be granted no less than 24 hours in advance that includes a copy of the diver(s) certification(s) along with proof of commercial and dive accident insurance.

Said insurance shall be obtained by a carrier with an A.M. Best Rating of "A" or better. Any exception must be approved by Port Executive Director 30 days in advance of policy effective date. The Diving Operator shall furnish proof of said insurance by an appropriate certificate from the insurance carrier prior to commencing operations with the requirement that such insurance carrier give to the Port at least a 30-day notice before such policy is cancelled. All policies of insurance to be maintained by the Dive Operator shall contain a separate endorsement naming the District as an additional insured, and the Certificate of Insurance must reflect the same.

For purposes of this item, the confines of the Port of Palm Beach are defined as including all water within the slips of the Port and to a distance of 75 feet east of the main marginal wharf, and to the north and south boundaries of the Port.

Refer to Section 430 – Insurance, for Minimum Coverage and Section 453 – Other Licensing, for Diving Operations License fee.

551 – HEAVY CARGO FEE

A fee to offset to the cost of additional wear and tear on the Port Facilities due to heavier cargoes moving over them and/or being stored on them, and not as wharfage, the following fees will be assessed per unit in addition to all other Tariff and agreement charges including wharfage charges, against any cargo, containerized, equipment, or otherwise, loaded or unloaded at Port Facilities, where such unit weighs in excess of 100,000 pounds. A weight distribution plan must be submitted to and approved by the Port Engineer. Engineering costs if incurred will be passed through at cost to client through agent of record. Single point load must not exceed 600 pounds per square foot. Weights listed on manifests will govern heavy lift charges, if actual weights are not provided or required.

100,001-300,000 lbs	$350.00/unit
Over 300,000 lbs up to 400,000 lbs	$4.00/Ton
Over 400,000 lbs up to 450,000 lbs	$6.00/Ton
Over 450,000 lbs up to 500,000 lbs	$9.00/Ton
Over 500,000 lbs up to 550,000 lbs	$12.00/Ton
Over 550,000 lbs	$16.00/Ton

553 HEAVY CARGO PAD AREA

Port Users designated for use of the Heavy Pad Cargo Area will be assessed the following charges:

Rates available upon request.

556 – DRUG-FREE WORKPLACE

All tenants and users of Port Facilities shall abide by State and Federal laws regarding maintenance of a Drug-Free Workplace.

561 – SECURITY FEES

A security fee shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services of facilities at the Port of Palm Beach.

These security fees are assessed to recover costs incurred for operational expenses, equipment, security infrastructure improvements for access control and CCTV Monitors, building fortifications and communications as mandated by MTSA/CRF33 and FL Statute 311.12, and other State and Federal laws and administrative costs associated with compliance.

The security fee will be assessed against vessels and barges and cargo interests as a percentage of total dockage charges, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. Gangway Watch and special security services provided if requested or required at cost of greater of (i) $41 per hour, per watch officer, (ii) actual charge (plus 10% for overhead) made by a third party for providing such watch officer. The security surcharge will be assessed in addition to all other fees which may be due under this Tariff as follows:

Dockage Security Fee: 6% of dockage fee

Escort Fee: $41.00/hour/officer (4-hr minimum)

Wharfage Security Fees

Breakbulk	~~$0.12~~ $0.13/short ton
Bulk	$0.04 $0.05/short ton
Containers, including ISO Tanks	~~$2.40~~ $2.44 per unit
Passengers	$1.00on/$1.00/off/cruise passenger or actual security cost, whichever is greater.

These are minimum charges, and additional charges may be assessed in the event that the Executive Director determines that additional security measures are required as a result of facts or circumstances made known to the Executive Director. Any such additional charges shall be based upon a reasonable estimate made by the Executive Director.

The District reserves the right to assess additional security charges, including but not limited to vehicle decals, security badges, access control and the use of the District security resources, e.g. Gangway Watch.

571 – SPACE ASSIGNMENTS

Space Assignments are granted for use of a specific project cargo and for the eventual shipment to or from Port Facilities, upon terms and conditions approved by the Executive Director or his designated representative.

Space Assignments may be terminated without compensation to assignee, upon delivery of a 24-hour cancellation notice by the Executive Director. Space Assignments do not grant leasehold rights. District can remove any and all property from an assigned area at assignee's expense, and relocate same to another area, and treat such property as abandoned cargo.

576 – U.S. CUSTOMS AND BORDER PROTECTION CLEARANCE (DIVE BOAT OPERATIONS)

Dive boat operators, if permitted at Port Facilities, will be assessed a ~~$75.00~~ $100.00 fee ("Base Fee") and such operators should provide the District with at least 24 hours' notice of their intent to call at Port Facilities. Accommodation is not guaranteed, and providing less than 24 hours' notice will result in an additional charge of ~~$100~~ $150.00plus the Base Fee.

578 – SALES TAX

Wherever there is imposed, by the State of Florida, or other authority having jurisdiction, a sales tax, use or other charge in connection with the payment of any amount payable hereunder, or under any lease, or other agreement with the District, then such tax shall be paid by the party responsible for payment of the charge on which such sales tax is assessed.

580 – SCALES

Any and all users of the Port Facilities, including without limitation tenants, may be required, at any time and from time to time, to provide official weigh tickets from a scale approved by the District and located at the Port Facilities. To the extent that weight is understated, such weight shall be assessed at five times the wharfage otherwise applicable.

Understatement of weight by any Person or on a manifest furnished to the District by a Person shall constitute a violation of the Tariff. Understatement of weight more than once in any thirty day period shall constitute a basis for termination of license and denial of access to Port Facilities.

582 – FUMIGATION

Containers and equipment requiring fumigation, disinfection or various other treatments as ordered by USDA-PPQ will be treated at District's fumigation site by the stevedore. Tariff fee for use of the Port's fumigation site will be $150 per container or piece of equipment.

583 –TRANS-SHIPMENT CARGO

Rates and conditions for Trans-shipment cargo shall be upon such terms as are agreed between the shipper or their agent and the Executive Director, otherwise, the same shall be charged wharfage for both the inbound and outbound movements.

584 – RATES: WHARFAGE, STORAGE, DEMURRAGE

Free Time: (See Item 102 - Definitions)

Containers/Equipment/Vehicles	**Wharfage**	**Storage Time** (Applicable after Free Time, if any.)	**Demurrage**
Containers/trailers/flat-racks/flatbeds/chassis (plus per unit charge)	~~$1.60~~$ 1.62/Ton of cargo	$4.00 per unit, per day	$6.00 per unit, per day
ISO tanks/ISO trailers (plus per unit charge)	~~$2.67~~ $2.71/Ton	$4.00 per unit, per day	$6.00 per unit, per day
Containers/trailers/flat-racks/flatbeds/chassis/ISO container/ISO trailer	~~$3.73~~ $3.79 per unit	N/A	N/A
Automobiles, vans, motorcycle (new/used), pick-up trucks, SUVs. Item will be billed at the greater of per unit rate listed or breakbulk rate.	~~$21~~ $25 per unit without cargo; ~~$41~~ $45 per unit with cargo	$3.50 without cargo, per unit, per day $7.00 with cargo, with cargo, per unit, per day	$5.25 without cargo, per unit, per day $10.50 with cargo, per unit, per day
Buses/mobile specialized equipment and vehicles, commercial trucks, commercial vehicles. Item will be billed at the greater of per unit rate listed or breakbulk rate.	~~$31~~ $45 per unit without cargo; ~~$62~~ $65 per unit with cargo	$7 without cargo, per unit, per day; $14 with cargo, per unit, per day	$10.50 without cargo, per unit, per day; $21.00 with cargo, per unit, per day

Vehicle Inspection Administration Charge of $8.00 per vehicle will be invoiced separately in addition to wharfage rates listed above.

Dry Bulk Cargo	**Wharfage**	**Storage**
Bulk (NOS) – Not otherwise specified	~~$0.87~~ $0.88/Ton	**Storage rates provided upon request.**
Cement/Clinkers	~~$0.82~~ $0.83/Ton	**Storage rates provided upon request.**
Sugar, crude or refined	~~$0.72~~ $0.73/Ton	**Storage rates provided upon request.**

Liquid Bulk Cargo	**Wharfage**	**Storage**
Molasses, blackstrap & molasses based products	~~$0.60~~ $0.61/Ton (Pipeline) ~~$1.67~~ $1.70/Ton (Non-Pipeline)	$4.00/Ton (drummed or barrels)
Petroleum products – Non-Utility fuels	~~$0.15~~ $0.16 per BBL	**Storage rates provided upon request.**
Liquid NOS	~~$0.32~~ $0.33 per BBL	**Storage rates provided upon request.**

Natural Gas	**Wharfage**
a) Liquid natural gas	~~$1.87~~ $1.90**/Ton** ~~$0.33~~ $0.34/100 gallons
b) Compressed natural gas	~~$0.43~~ $0.44**/1000 Cubic Feet**

Breakbulk Items	**Wharfage**	**Storage Time**	**Demurrage**
All Items	~~$1.98~~ $2.01~~/~~Ton W/M	$3.00/Ton	Next ten-day period following Storage Time – $ .50/Ton W/M per day; Each day thereafter - $1.00/Ton W/M per day
Yachts & Boats	~~$3.06~~ $3.11/Ton W/M	$25.00 per unit per day - $125.00 minimum charge	$30.00 per unit, per day Vessels Under 30 ft. LOA $150.00 minimum charge
Boat trailers without yachts or boats	~~$10.00~~ $15.00/trailer	$4.00 per unit per day	$50.00 per unit per day Vessels Over 30 ft. LOA $250.00 minimum charge

MINIMUM BILLING CHARGES ARE AS FOLLOWS:

Wharfage, per Bill of Lading (B/L)	~~$5.36~~ $5.45
Cargo Storage Time	~~$15.00~~ $25.00

~~Terminal Cargo Staging/Storage area will be billed daily, per lane, at a rate of $25.00 per lane.~~

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