

PORT OF EVERETT

TERMINALS TARIFF NO. 300

ITEM 1 TITLE PAGE

NOTICE

The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

<http://www.aapa-ports.org/Programs/PastDetail.cfm?itemnumber=16997>.

**Naming: Rules, Regulations and Rates
for
Wharfage, Loading and Unloading, Wharf Demurrage,
Handling, Service and Facilities Charge, Dockage and
Other Services Furnished
at:**

**PORT OF EVERETT TERMINAL FACILITIES
Everett, Washington**

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Effective July 3, 2021

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ITEM 2
ESCALATOR CLAUSE

All tariff rates, deposits, fees, rentals and charges may be automatically adjusted each year, effective September 1, to reflect inflation increases which have occurred since the previous rate adjustment as measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W for Seattle-Tacoma Bremerton (or successor index or reasonable substitute). Inflation adjustments shall be calculated as the average annual percentage change in the index for all reporting periods during the previous twelve month period ending on July 1 plus 3%, not to exceed 10% in any given year. All inflation adjustments shall be rounded to the nearest \$.25 for ease of administration. The Executive Director may waive implementation of the automatic annual inflationary increase in any year for a specific tariff or tariff item if such increase would result in market imbalance, or would be technologically unfeasible or otherwise detrimental to Port interests.

Severance and Revival Clause: 1) In the event any portion of the tariff is determined to be invalid, the remaining portion of the tariff will remain in effect, and 2) If any tariff increase is ruled invalid, then the last valid tariff price will remain in effect.

Any Terminals Tariff No. 300 labor items reflecting the International Longshore and Warehousemen Union's negotiated contract rates will be adjusted by the actual increase/decrease notice from the Pacific Maritime Association of such adjustment.

If the Executive Director waives any portion of the automatic annual inflationary increase in a given year, the tariff may automatically increase the following year as if the full annual inflationary increase had occurred for the previous year(s).

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ITEM 15
ABBREVIATIONS

\$	-Dollars
%	-Per Centum
BM	-Board Measure
Bbl	-Barrel
Bdl	-Bundle
CFR	-Code of Federal Regulations
Cs	-Case
C/L	-Carload Lots
CPI-W	-Consumer Price Index – West Coast
Cu.	-Cubic
Cu. Ft.	-Cubic Foot
Cu. Mtr.	-Cubic Meter
Cu. T.	-Cubic Ton = 40 Cubic Feet
CY	-Container Yard
Diff.	-Differential
FBM	-Foot Board Measure
FMC	-Federal Maritime Commission
Ft.	-Foot or feet
H	-Handling
KD	-Knock Down
kgs	-Kilograms
lb or lbs	-Pounds
LCL	-Less than Car Lot
Ld	-Loading
Lgth.	-Length
L	-Loading
M	-Meter
MFBM	-Thousand Foot Board Measure
Min	-Minimum
Misc.	-Miscellaneous
No.	-Number
NOS	-Not Otherwise Specified
O.T.	-Overtime
Pkg	-Package
Port	-Port of Everett
S.T.	-Straight Time
S/Tons	-Short Tons
Stg.	-Storage
M/T	-Metric Ton of 1000 Kilograms
T	-Ton of 2000 lbs.
Undl.	-Unloading
US or USA	-United States
USD	-United States Dollars
USDA	-United States Department of Agriculture
Viz.	-Specifically
W	-Wharfage

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ITEM 20
METRIC CONVERSIONS

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

<u>Measure</u>	<u>Metric Equivalent</u>
1 lb.	.4536 Kilogram
1 Ton of 2000 lbs.	907.2 Kilogram
1 Inch	2.54 Centimeter
1 Foot	.3048 Meters
1 Yard	.9144 Meters
1 Cubic Foot	.02272 Cubic Meters
40 Cubic Feet	113.27 Cubic Meters

<u>Measure</u>	<u>English Equivalent</u>
1 Kilogram	2.2046 lbs.
1000 Kilograms	2204.6 lbs. or 1.1023 Short Tons
1 Centimeter	.3937 inches
1 Meter	39.37 inches
1 Cubic Meter	35.314 Cubic Feet

Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilograms by 2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.133
Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBMs (ft. BM in thousands)	MFBMs by 2.36
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SECTION ONE – GENERAL RULES AND REGULATIONS

ITEM 100
APPLICATION OF TARIFF

(A) NOTICE TO PUBLIC

This tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, rules and regulations named in this tariff, revision or supplements thereto, will apply on all freight received at terminals on and after effective date of this tariff, or effective dates of additions, revisions or supplements thereto, provided, however, that when terminal charges have been prepaid at point of origin, at the terminal tariff rates in effect on date of shipping, such rates will prevail even though the shipment is received at destination after effective date of the new tariff, revisions or supplements. Unless otherwise specified, all transit freight received at terminals and undelivered prior to effective dates of tariff, revision or supplement thereto, will be charged the rates in effect on the date such freight was received, until entire lot or shipment has been withdrawn.

(C) USE OF TERMINALS, DEEMED ACCEPTANCE

Use of wharves or facilities will be deemed as acceptance of this tariff, revisions or supplements, and the terms and conditions named herein.

(D) RESERVATION OF AGREEMENT RIGHTS

Right is reserved by Port of Everett to enter into agreements with common carriers, shippers, and/or their agents, concerning rates and services, provided such agreements are consistent with existing local, state and national laws governing the civil and business relations of all parties concerned.

(E) AUTHORITY FOR ADDITIONAL RULES AND REGULATIONS

The Port of Everett by resolution or ordinance may from time to time adopt additional rules and regulations supplementary to the general rules and regulations contained herein and when so adopted they shall have the same force and effect as though expressly set forth in this tariff.

ITEM 101

STEVEDORE AND OTHER FACILITY USER ACCESS TO, AND OPERATIONS ON, PROPERTY AT THE PORT

(A) APPLICABILITY

The provisions of this Item 101 are applicable to all persons, corporations, associations, companies and the like who in any manner come upon, use, or provide services at the Port facilities including stevedores, except for agents or employees of the Port and other Port Parties (“Facilities Users”). As used herein, the term person includes individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees and personal representatives (“Person”).

(B) CARE IN THE PERFORMANCE OF OPERATIONS

In order to insure efficient and safe operations and maximize utilization of Port facilities, all Facilities Users shall exercise care in the performance of operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the Facilities User, of the vessel being stevedored, or of any other party.

(C) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS

Facilities Users shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures, laws and regulations.

(D) STEVEDORE, FACILITY USERS AND PORT INDEPENDENT CONTRACTORS

In any service relationship the Port and the stevedore and all Facilities Users shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purposes.

(E) STEVEDORE AND ANY OTHER FACILITIES USER SHALL INSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK

In order to insure efficient and expeditious loading and discharge of the vessels, and the maximum utilization of the full capacity of the Port, the stevedore and all other Facilities Users shall:

1. Make use of the appropriate facilities and equipment furnished by the Port.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative, with full power to make all operating decisions concerning the stevedoring of vessels at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
4. Cooperate fully with the Port in all respects by (i) advising as far in advance as possible the type of vessels, Master's estimate of the quantity of cargo to be

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loaded or discharged, and any special problems that may exist or arise; (ii) determining the equipment needed for the operations; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.

5. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of stevedoring operations.

(F) PORT SHALL SUPPLY EQUIPMENT, FACILITIES AND SERVICE

1. The Port shall furnish, subject to conditions and charges stipulated elsewhere in this tariff, the following:
 - i. Access, for Facilities Users' employees, to Port property at places and in the manner as may be approved by the Port;
 - ii. Emergency office and telephone usage; and
 - iii. Port equipment to the extent it is available, required, and dedicated to Facility User's use.
2. All Port equipment utilized by the Facilities User in performing its work is expressly understood to be under the direction and control of the Facilities User and the Facilities User is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. The Facilities User shall make a thorough inspection and become satisfied as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters.
3. All such equipment will be properly used by the Facilities User and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Facilities User shall pay for the damage to such equipment.
4. Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as received, normal wear and tear excepted.
5. It shall be incumbent on the Facilities User to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to be satisfied that these are safe places for the access and the work to be performed. There is no representation or warranty by the Port with respect to such matters.

(G) FACILITY USER WARRANTY

As a condition to the right to conduct business or operate on Port property the Facilities User shall warrant that all its operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the Facilities User and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the Facilities User shall defend, indemnify and hold the Port harmless, and reimburse the Port in respect thereto.

(H) INDEMNITY

Every Person using the Port facilities shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any person, or for damage to or destruction of any property. Each Person using Port facilities (including roadways) shall also indemnify and hold harmless the Port, its employees, agents and invitees from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any persons (including employees of the Port), and for damages to or destruction of property (including property of the Port) in whole or in part, by any negligent act or omission or breach of these rules by the Facilities User, its employees, agents or anyone else for whose acts the Facilities User, is or may be liable.

Each Person using Port Facilities and/or premises owned by the Port (including roadways) specifically assumes liability for actions brought by its own employees against the Port and for that purpose specifically waives, as respects the Port only, any immunity under the Workers' Compensation Act, RCW Title 51, and any comparable or equivalent federal statute(s). In the event the Port incurs attorney's fees, costs or other legal expenses to enforce the provisions of this Item against any other Person, all such fees, costs and expenses shall be recoverable by the Port, which shall extend to and include any attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Port.

(I) INSURANCE

1. The Facilities User, or any other Person using Port terminal facilities, shall obtain, and shall maintain, at a minimum, the following insurance coverages:
 - i. Workers' Compensation Insurance (including Longshore and Harbor Workers' Act and/or Jones Act coverage, if applicable). The coverage is required under all applicable federal and state statutes and municipal ordinances for all of user's employees performing its work on behalf of the user, and Employer's Liability/Stop Gap Insurance in the amount of not less than \$1,000,000.
 - ii. Comprehensive General Liability or Marine General Liability Insurance must be secured, with coverage of at least \$5,000,000 for each occurrence and in the aggregate. This coverage shall include coverage for bodily injury, personal injury, products and completed operations, broad form contractual liability and broad form property damage covering property in the insured's care, custody and control. The insurance shall cover claims against the insured for bodily injury, death or property damage occurring on, in or about the vessels being loaded by a party on the premises of the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5,000,000 per occurrence and in the aggregate.
 - iii. Automobile Liability covering all owned, non-owned or hired automobiles with limits of liability not less than \$1,000,000 per claim.
 - iv. Protection and Indemnity Insurance (Jones Act Liability) and Vessel Pollution Liability for all vessels using terminal facilities in an amount not less than \$5,000,000 per claim. Such insurance shall provide insurance for bodily injury,

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property damage and/or pollution clean-up/contamination to port employees or port property as well as damage of injury to third parties.

2. Every Facilities User shall submit to the Port certificates of insurance evidencing the required coverage upon request. Such insurance shall name the Port as an additional insured with respect to the use of Port facilities and shall provide that the Port is to be given 15 days prior written notice of any alteration or cancellation.

ITEM 102 **EQUIPMENT RENTED FROM THE PORT**

Equipment specifically listed in [Item 218](#), when available, will be rented at the convenience of the Port.

All equipment supplied under this provision is expressly understood to be under the direction and control of the Port's customer and the Port's customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the Port's customer to make a through inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matter.

All equipment supplied under these provisions shall be properly used by the Port's customer and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for the damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as when received, normal wear and tear expected.

ITEM 103 **APPLICATION OF RATES**

- (A) Unless otherwise provided, all rates, including Commodity Rates, are in dollars per 1000 kilograms gross weight, or per cubic meter (whichever produces the greater revenue), or per 1,000 FBM. Cargo for which no specific commodity rates are shown in tariff, and which is billed on ship's manifest on a per package basis, will take the NOS rate of 1000 kilograms or per cubic meter.
- (B) When reference is made in this tariff to carload lot, and no weight is specifically provided, the carload minimum weight shown in the Uniform Freight Classification shall govern.
- (C) Specific commodity rates will take precedence over any general or NOS rates.
- (D) Rates Subject to Change
The rates named in this tariff are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Everett resulting in an increased cost of service, the rates are subject to change

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without notice or the charge for service may be assessed on the Man Hour basis as provided for in [Item 236](#).

- (E) Barge movements, Coastwise, including Alaska and Hawaii; Dockage and Service and Facilities Charges will be assessed at 80% of rates indicated.

ITEM 106 BERTH ASSIGNMENTS

(A) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS

No vessel will be permitted to berth at a facility of the Port of Everett without having first made application for a berth assignment and without such an assignment having been granted. (See [Item 110](#))

(B) VESSELS REQUIRED TO VACATE BERTHS

Regardless of berth assignments or their classifications, the Port of Everett reserves the right to order a vessel to shift its position at wharf, to change berths or to vacate berth when not actually engaged in loading or discharging cargo or when occupying a berth beyond the time limitation named in the assignment granted. Any vessel refusing or failing to shift, change berth or vacate berth at request, may be shifted or moved by the Port of Everett by means of a tug or otherwise, with all expense incurred and all risk of damage for the account of such vessel.

ITEM 109 COLLECTION AND GUARANTEE OF CHARGES

(A) TERMS

Terms are cash. All fixed charges named herein, and charges made for services not specified herein, will become due and payable as they accrue. Amounts remaining unpaid thirty (30) days from date of invoice will bear interest at one percent (1%) per month from the date originally invoiced until paid. Minimum interest charge is one dollar (\$1.00).

(B) PREPAYMENT

Right is reserved by the Port of Everett to demand prepayment of all charges.

(C) CHARTER PAYMENT AGREEMENTS, SALES CONTRACTS, ETC.

The existence of any agreement in connection with a charter party, sales contract, or otherwise, which purports to relieve a vessel, its owner, operator, or any charge properly assessable against same under this tariff, will not relieve said vessel, its owner, or operator from liability for the payment of such charge.

(D) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

The Port may require a payment of charges in advance, as follows:

1. By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations.
2. By the cargo owner, shipper or consignee before cargo leaves the custody and control of the terminal for inbound shipments, and before outbound cargo is released from the custody and control of the terminal.
3. For all charges on perishable cargo or cargo of doubtful value and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment requirements by the Port, as set forth in the Supplement to Application for Vessel Berth Reservation as published by the Port, [Item 110\(B\)](#).

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ITEM 110(B)

PORT OF EVERETT SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION				Date
Vessel	Voyage No.	LOA	ETA	ETD
Vessel Owner/Line	Berth Desired			
Vessel Charterer				
To Load (Commodity Type and Amount/No. of Containers)		To Discharge (Commodity Type and Amount/No. of Containers)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

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

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port/ Use
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Overtime Differential for Dock Personnel			
5. Standby and/or No Work Provided			
6. Crane Rental			
7. Cargo Board/Blocking Material Rental			
8. Other Equipment Rental			
9. Handling			
10. Security Fee			
11. Misc. (water, phone, elec., etc.)			
12.			
13.			

Total Estimated Charges: \$ _____

Pursuant to the instructions set forth in Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessels, and attests to the accuracy of the information provided to the extent set forth in Paragraph C.

Date:	(Berth Agent)	(As Agent Only)
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Acceptance of Financially Responsibility for Payment

In connection with the Application for Vessel Berth Reservations dated _____, 20____, the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

Category of Port Charges Line item(s) No.	For Port/Dock Operator Use
(Name of Company) _____ (Authorized Signature) _____	
Category of Port Charges Line item(s) No.	
(Name of Company) _____ (Authorized Signature) _____	
Category of Port Charges Line item(s) No.	
(Name of Company) _____ (Authorized Signature) _____	

Note: Pursuant to Port of Everett Tariff Rule No. 110, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

ITEM 110(C)

**PORT OF EVERETT
CONDITIONS OF VESSEL BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff Rule 110 in the Port of Everett Terminals Tariff No. 300, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

- A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 1. That party responsible has established credit worthiness acceptable to the Port; or
 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the Supplement to Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 112
DEMURRAGE OR DELAYS

(A) DEMURRAGE – RAIL CARS OR VESSELS

The Port will assume no responsibility for any demurrage whatsoever related to furnishing the service of ordering, billing out, loading or unloading rail cars, and of handling to and from vessels, , on either rail cars or vessels, except to the extent judicially determined to have been caused by the Port's own negligence or intentional misconduct.

(B) DELAYS - WAIVER OF CHARGES

Delays in loading, unloading, receiving, delivering or handling freight, arising from riots, strikes or slowdowns by any person in the employ of the Port, or in the service of others, or arising from any other cause not reasonably within control of the Port, will not entitle any owner, shipper, consignee, or carries of freight to waiver of Port wharf demurrage, or any other terminal charges or expenses.

ITEM 115
INSURANCE

Rates named in this tariff do not include insurance of any kind. Every facility user or any other party using Port terminal facilities shall obtain and maintain, at a minimum, the insurance coverages listed in ITEM 101(H).

ITEM 117
LIMITS OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES

(A) LIMITS OF LIABILITY

No provision in this Tariff shall be deemed to exculpate the Port from liability for loss, injury or damage solely and proximately caused by the negligence or intentional misconduct of the Port.

(B) NO CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Tariff, in no event shall the Port and Port Parties be liable to a Facility User for any indirect, consequential, incidental, special or punitive damages of any kind whatsoever, including, without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss or use and/or loss of ability to use undamaged component or system parts, regardless of whether such damages may have been foreseeable.

ITEM 118
LIABILITY FOR INJURY

The provisions of this Item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the Port facilities except as to the agents or employees of the Port. All such persons, corporations, associations or the like who occupy or use the wharves or premises of the terminals, will be strictly liable and held responsible for damage to property or for injury to, or for the death of any person which may be caused or occasioned by the act or omission of such person or of persons in their employ, and will be held responsible for loss, damage, malicious acts or theft by themselves or persons in their employ.

ITEM 121
LIABILITY FOR LOSS OR DAMAGE - LIMITED

(A) CARGO

The Port Parties shall not be liable for loss, damage or delay of merchandise (including without limitation damage to containers) to the extent arising from any cause beyond their direct authority or control. Further, the Port Parties shall not be liable for any loss, damage or delay of merchandise, or any other injury which results from results from: , (a) animals, including rats, mice and other rodents or vermin; insects, including moths and weevils; (b) shrinkage; wastage; decay; seepage; loss of quantity, quality, or value from inherent vice of product; (c) interruption in electrical power, ; heating; evaporation; fire, or explosion; leakage; discharge from fire protection system; oxidation, or rusting; (c) dampness; rain; floods; freezing; frost, wind, earthquake or other action of the elements, acts of God; (d) strike, labor policies or practices, compliance with collective bargaining agreements, slowdown or labor stoppage whether or not agents or employees of the Port are involved, riots; (e) delay caused by shortage of qualified labor; or (f) collapse of wharves, piers, or other structures; breakdown of plant, machinery or equipment; floats, logs or piling required to break vessels away from wharves; ; nor will the Port be answerable for any loss damage or delay arising from insufficient notification or from civil disorder, sabotage; insurrection; terrorism, revolution; or war.;

(B) DAMAGE TO WHARVES OR STRUCTURES

In the event any damage is inflicted in any manner to any wharf, shed or other structure on the waterfront by any vessel, vehicle, equipment, or otherwise, the damage shall be immediately reported to the Port Manager, giving the date and hour, if possible, and the names and addresses of the person or persons who witnessed the accident. The expense of repair of said damage shall be charged against the owner, operator, or operator's employer of said vessel, vehicle or equipment that caused said damage.

(C) DAMAGE TO WHARVES OR VESSELS

A vessel lying across the end of any pier or wharf, or whose stern or bow extends beyond the edge or end of any pier or wharf, and a vessel lying alongside another vessel berthed at a pier or wharf or occupying any outside berth, shall, while occupying such position, be responsible for any and all damage to itself or to any other vessel.

(D) LOSS/DAMAGE TO GOODS (CLAUSE PARAMOUNT)

The United States Carriage of Goods By Sea Act (46 U.S.C. §1300 et seq.) is fully incorporated into this Tariff and shall be applicable at all times the goods are, or are deemed, in the care, custody and/or control of the Port or Port Parties. The Port and Port Parties shall not be liable for and the carrier will indemnify the Port from, against, and reimburse the Port for any liability, damage, and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of cargo loss or damage occurring at the Port marine terminal in excess of \$500 per package, or in the case of goods not shipped in packages per customary freight unit, if the shipper has declared a value in excess of \$500 per package or customary freight unit and paid to the carrier a higher freight rate by reason of such excess value declaration. The Port and Port Parties shall not be responsible in any event for any loss/damage to or in connection with the goods if the nature or value thereof has been knowingly misstated. The Port and Port Parties shall not be liable respecting the goods except as set forth in this Item 121, whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, and/or in tort, contract or other theory.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

Any carrier using the Port's facilities, shall by acceptance of Port Services and in consideration of using Port facilities extend its limits of liability coverage as contained in its Bills of Lading or Contracts of Affreightment (collectively "B/L") to the Port, as well as any Port Parties. The Port and Port Parties shall have the benefit of all rights, defenses, exemptions from, or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any B/L or by law and the Port and Port Parties will not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves. Each carrier shall indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including, without limitation, reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such carrier fails to incorporate in its B/L, or through contract or otherwise fails to apply to the cargo, such rights, defenses, exemptions, and immunities and as a result the Port or any Port Parties are unable to take advantage of any such rights, defenses, exemptions, and immunities that would otherwise be available to the Port or Port Parties.

(F) UNCONTROLLABLE CAUSES OF LOSS/DAMAGE

The Port and Port Parties shall not be liable for any loss/damage to or in connection with the goods which arises and/or results from any of the following: unseaworthiness, unless caused by want of due diligence; act, neglect or default of master, mariner or pilot in the navigation or management of a vessel; fire, unless caused by the actual fault and privity of the Port or Port Parties; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies (including terrorism); arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of vessel owner, operator or cargo owner, its agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; and any other cause arising without the actual fault and privity of the Port or Port Parties.

ITEM 124
MANIFEST REQUIRED OF VESSELS

MANIFEST AND INFORMATION IN CONNECTION WITH FREIGHT MUST BE FURNISHED

Master, owner, agent or operators of vessels are required to furnish the Port of Everett with complete copies of vessels' manifest showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Everett. Such manifests must also designate the basis, weight or measurement on which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes" or mates' receipts containing all information as required above may be accepted.

ITEM 127
PROHIBITED PRACTICES

(A) DUMPING; PERSONS OR PERSON RESPONSIBLE FOR THE FOLLOWING ACTS SHALL BE HELD RESPONSIBLE FOR ANY AND ALL COSTS FOR CLEAN-UP

1. GARBAGE DUMPING PROHIBITED

Garbage of any nature or description shall not be deposited in the Harbor of the Port of Everett.

2. DUMPING INFLAMMABLES IN BAY PROHIBITED

It shall be unlawful to throw, discharge or deposit or cause, suffer or allow to be thrown, discharged deposited, either from or out of any ship, barge or other floating craft or from the shore, wharf, manufacturing establishment, mill or any other premises, any tar, oil or flammable liquid or refuse matter of any kind or description whatsoever into the Harbor of the Port of Everett, and it shall be unlawful to discharge or cause, suffer or allow to be deposited, materials of any kind in the Bay, or on the shores of the harbor, either by ordinary high tides, storms, floods or otherwise, whereby navigation may be impeded or obstructed. Provided that nothing herein shall extend to or prohibit operations in connection with the improvement of harbor or construction of public works considered necessary and proper by the Executive Director.

(B) OBSTRUCTIONS PROHIBITED

No slip, dock, basin, channel, wharf, nor the spaces in front of them, nor the streets under the jurisdiction of the Port, shall be obstructed by any merchandise, vehicle, material or structure. If any such obstruction is not removed within twenty-four hours after notice, the merchandise, vehicle, material or structure constituting the obstruction shall be removed, stored and/or sold by the Port of Everett. A charge of \$25.00 will be assessed for each day that the obstruction is permitted to remain, after notice, together with the expense of removal, storage, or sale.

(C) PROHIBITION REGARDING RUBBISH OR ARTICLES OF AN OFFENSIVE CHARACTER

It shall be unlawful for any person or persons to place or deposit any rubbish, refuse matter, or articles of any offensive character, likely to create a nuisance, upon any wharf, road or street under the jurisdiction of the Port of Everett, except at such areas and under such conditions as may be designated by the Port.

(D) PROTECTION OF BAY FROM FLOATING OR SUNKEN MATERIALS

1. No floating piles or timber shall be allowed to remain in any slip without the permission of the Executive Director.
2. No substance that will sink or form an obstruction to navigation shall be deposited in the water or on the shore of the harbor without first obtaining permission from the Executive Director.

(E) SMOKING PROHIBITED

No smoking is to be allowed on any wharf or in any transit shed or warehouse. Persons violating this regulation will be refused admittance thereon.

(F) USE OF INTOXICATING LIQUOR OR NARCOTICS

It shall be unlawful for any master, pilot or other person to operate or navigate a boat or vessel upon the waters of the Port of Everett while under the influence of intoxicating liquor or narcotics.

It shall be unlawful for any person to serve, sell, give away, or consume any intoxicating beverage upon any public portion of docks, piers, wharves, or marine terminal facility under the jurisdiction of the Port of Everett. Violation thereof shall warrant the arrest of the offender and his immediate removal from the premises. The term “public portions” of the marine terminal facilities or piers, shall embrace all areas thereof excepting those office spaces under specific lease to private persons or firms.

(G) USE OF WHARF TO BREAK, WARP, OR TURN PROHIBITED

All vessels are prohibited from using the dolphins on the outer end of wharves or piers to break or warp around, or to turn around or wing with the stern of such vessel against such wharf or pier. The master, operator or owner of a vessel refusing or neglecting to obey this section will be required to pay for all damages caused to such wharf or pier.

ITEM 130
RESTRICTED USAGE

(A) OPERATION AND FUELING OF MOTOR VEHICLES ON WHARVES

1. Any motor vehicle operated by gasoline or any product of petroleum from which any gasoline or other oil product is found dripping shall not be allowed to cross or enter upon any of the piers, wharves, or bulkheads.
2. Gasoline, or any product of petroleum, shall not be put into taken out of any motor vehicle while same is on pier, wharf or dock.
3. Filling of motor vehicles with gasoline or any product of petroleum shall not be permitted upon any wharf or dock under any circumstances. In the event the gasoline in any vehicle become exhausted said vehicle must be hauled off the pier, wharf or dock.

(B) PROTECTION TO BAY WHEN VESSELS LOAD OR DISCHARGE

When loose matter or material is being loaded to or discharged from a vessel upon a wharf, or is being transferred from one vessel to another, canvas chutes, cargo nets, or other contrivance, to the satisfaction of the Executive Director, must be used to prevent any part of such substance from falling into the slip or bay.

(C) REMOVAL OF RUBBISH, ETC., FROM WHARVES

Rubbish or other substance on which no wharfage is charged shall be removed from the wharf by the person or persons placing it there; and, on default, it shall be removed by direction of the Executive Director at such person or persons' expense. All stevedores' tools and equipment must be removed from wharf premises when so directed by the Executive Director.

ITEM 133

RIGHTS OF TERMINALS OR OPERATORS

(A) RIGHTS RESERVED

Right is reserved by the Port of Everett to furnish all equipment, supplies and material, and to perform all services in connection with the operation of their terminals, under rates and conditions named herein.

(B) RIGHT TO REFUSE FREIGHT

Right is reserved by the Port of Everett, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload, or to permit vessel to discharge:

1. Freight for which previous arrangements for space, receiving, unloading or handling have not been made by shipper, consignee or carrier.
2. Freight deemed extra offensive, perishable, or hazardous.
3. Freight, the value of which may be determined as less than the probable terminal charges.
4. Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of terminal operator, and all expense, loss or damage incident thereto will be for account of shipper, consignee, owner or carrier.

(C) RIGHT TO REMOVE, TRANSFER OR WAREHOUSE FREIGHT

Hazardous, perishable or offensive freight, or freight which, by its nature, is liable to damage other freight, is subject to immediate removal, either from the wharf or wharf premises, or to other location within said premises, with all expense and risk of loss or damage for the account of owner, shipper or consignee.

Freight remaining on wharf or wharf premises after expiration of free time (See [Item 221](#)), and freight shut out at clearance of vessel, may be piled or repiled to make space, transferred to other location or receptacles within the wharf premises, or removed to public or private warehouses, with all expense and risk of loss or damage for account of the owner, shipper, consignee, or carrier, as responsibility may appear.

(D) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Everett to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(E) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight, may be sold at public or private sale, without advertising, providing owner has been given proper notice to pay charges and to remove said freight, and has neglected or failed to comply.

(F) EXPLOSIVES

The acceptance, handling or storage of explosives and hazardous or excessively inflammable material will be subject to special arrangements with terminal operators and governed by rules and regulations of Federal, State and local authorities.

(G) OWNER'S RISK

1. Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing.
2. Freight on open ground is at owner's risk for loss or damage.
3. Timber and log or lumber rafts, and all water craft, if and when permitted by terminal operators to be moored in slips, at moorage dolphins, at wharves, or along-side vessels, are at owner's risk for loss or damage.

The above stated rule in Item (G) does not relieve the Port of Everett from liability for its own negligence.

ITEM 136
SHIPPER'S REQUEST & COMPLAINTS

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff, by filing a statement, fully documenting the request or complaint with the Executive Officer, Northwest Marine Terminal Association, Inc., P. O. Box 1970, Shelton, Washington 98584.

ITEM 139
SPECIAL WATCHMAN SERVICE

- (A) When, due to rules and regulations of Federal, State or local authorities, the Port of Everett is requested or required to provide special watchman service in connection with cargo moving through its facilities, the Port of Everett shall assess the cost of such watchman service to the carrier handling such cargo.
- (B) When special watchman service is requested by the carrier, shipper, or consignee, in connection with cargo being handled at the Port of Everett, the terminal shall assess the cost of such watchman service to the party requesting the service.

ITEM 142
STRAY BOATS OR MATERIAL DISPOSAL

All stray boats, timber or other articles found within the Port shall be immediately delivered to the Port Manager, in whose custody they shall remain until claimed by the proper owner or owners, who shall pay all expenses thereon, including a charge for keeping and storing same. If such articles are not claimed within ninety (90) days from date of custody said articles shall become the property of the Port and may be sold or otherwise disposed of at the discretion of the Executive Director.

ITEM 143
SUBCONTRACTING AND EXTENSION OF BENEFITS

The Port may subcontract all or any portion of the terminal services at its discretion and without notice, with all benefits, defenses, exceptions, immunities and limitations upon liability set forth in this tariff to remain applicable whenever claim is made against the Port and/or any servant, agent, contractor or any other whose services have been used to perform terminal services or otherwise respecting the goods.

ITEM 145
SUNKEN OR GROUNDED CRAFT

In case of any vessel, boat, watercraft, raft or other obstruction sinking or grounding, or being unnecessarily delayed in the Harbor of Everett in such manner as to stop, interfere with or, in the opinion of the Executive Director, endanger the navigation or otherwise unnecessarily obstruct the Harbor of Everett or the tideland approaches thereto, the Executive Director of the Port of Everett shall have the right to take immediate possession of such vessel, boat, watercraft, raft or other obstruction so far as to remove it, and to immediately clear the harbor or tideland approaches thereto of the said obstructions, using its best judgment to prevent any unnecessary damage to such craft of obstruction aforesaid, and no one shall interfere with or prevent such removal.

- (A) Any sunken or abandoned vessels, boats, watercraft, rafts, wharves, buildings or other obstructions shall be subject to be removed, destroyed, sold or otherwise disposed of by the Executive Director of the Port of Everett at his discretion and at the expense of the owner or owners. The Port of Everett shall not be held liable for any damage occasioned by such removal or disposition.
- (B) The Executive Director may, in his discretion, give notice in writing to the owner or owners of any such craft or obstruction, requiring them to remove it. Provided, that the expense of removing any such craft or obstruction as aforesaid shall be a charge against such craft and/or obstruction of contents thereof, and if the owner of the same shall fail or refuse to reimburse the Port of Everett for such expense within thirty (30) days after notification, then the Executive Director of aforesaid craft, obstruction and/or contents, or any party thereof that may not have been destroyed in removal, and the proceeds of such sale, or any such portion thereof a may be necessary to reimburse the Port of Everett for the expense of such removal, shall be paid to the Port of Everett.

ITEM 148
U.S. GOVERNMENT CARGOES

- (A) U.S. GOVERNMENT CARGO is defined as Cargo where title has passed to the United States Government, and the United States Government bears direct responsibility for the payment of transportation costs.
- (B) U.S. GOVERNMENT SPONSORED CARGO is defined as Cargo moving under U. S. Government contracts, where the shipper bears direct responsibility for the payment of all charges until title passes to the United States Government. Cargo moving under this description is considered commercial cargo, and subject to full tariff rates and charges.

Port of Everett reserves the right to quote contract rates on cargoes sponsored by the U.S. Government moving under Public Law No. 480 and cargoes moving under the control of the U.S. Military.

When and if agreement is reached on rates with Federal agencies, those rates will be published in our tariff and filed with the FMC.

End of section, return to [General Index](#).

SECTION TWO – DEFINITIONS AND SCHEDULES OF MISCELLANEOUS CHARGES

ITEM 200
CHECKING CARGO

(A) DEFINITION

Checking is the service or operation of checking, counting or ascertaining the amount, kind and identification of freight and, when performed by employees of the Port of Everett, and not in connection with the checking of freight destined to or received from ocean vessels, will be assessed against the parties requesting the service or for whose account the service is performed.

(B) RESPONSIBILITY LIMITED

1. In performing the service of checking the Port of Everett will accept no responsibility for concealed damage nor for the condition of contents of containers, whether or not receipts so state.
2. Except when freight is accepted for storage and is transferred to designated storage locations, freight from vessels will only be accepted for delivery, and receipts for such freight will only be issued, subject to outturn at delivery.

(C) CHARGES

Unless otherwise provided for, checking will be assessed at man-hour rates as set forth in [Item 236](#).

(D) OVERTIME

1. Checking from Drays or Trucks:
When freight is received from trucks or drays on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of overtime is necessitated, and the terminal is required to check same, or to furnish receipts for the freight, the full time, including standby time of checker employed to receive or deliver such freight, will be charged against the truck or party requesting deliveries during overtime hours.
2. Checking to or from Inland Water Carriers:
When freight is received from, or delivered to inland waterway vessels on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of overtime is necessitated, and no labor of handling to or from ship's tackle is performed by the terminal, but the terminal company is required to check such freight, or to furnish receipts for same, the full time, including standby time of checker employed to receive or deliver such freight, will be charged against the carrier.

ITEM 203

CLASSIFICATION OF TRAFFIC

CLASSIFICATION OF TRADE ROUTES AND CARGO DEFINED

Vessels, the trade routes on which they operate, and the cargo which they handle are classified below for the purpose of applying the provisions of this tariff. Unless otherwise specified, cargo received from a vessel in one trade route and transhipped on a vessel in another trade route shall be subject to the rates, conditions, and exceptions governing the respective trade route classifications whether or not such cargo is moving on through rates and/or through bills of lading

(A) FOREIGN AND NON-CONTIGUOUS TRAFFIC

All cargo shipped from or destined to any point not within the limits of the contiguous boundaries of the U.S.A.

(B) INTERCOASTAL TRAFFIC

All cargo moving between the Pacific Coast and Atlantic or Gulf Coasts of the U.S.A.

(C) COASTWISE TRAFFIC

All cargo between points on the Pacific Coast between the Mexican and Canadian Boundaries.

(D) INLAND WATERWAYS TRAFFIC

All cargo which originates on and is destined to points on Puget Sound and tributary waters, including traffic to and from British Columbia ports.

ITEM 209

DIRECT HANDLING OR DIRECT TRANSFER

- (A) “DIRECT HANDLING” or “DIRECT TRANSFER” means handling (See [Item 224](#)) of freight by ship’s gear or other mechanical equipment, direct between rail cars or trucks spotted at ship’s side and the vessel.
- (B) Right is reserved by the Port of Everett to designate which rail cars, and when they may be placed alongside vessel for direct handling.
- (C) Freight handled between OPEN CARS and vessel will be assessed a wharfage charge and shunting (per [Item 257](#)), but no handling, loading or unloading charges. The Port of Everett will not be responsible for overloading or improper loading of open cars, nor conditions or outturn of freight so handled.
- (D) Except as otherwise provided, freight handled direct between RAIL BOX CARS and the vessels will be assessed wharfage, handling, loading or unloading charge, the same as if the freight had moved from rail cars to place of rest on wharf, and subsequently moved from place of rest on wharf to vessel, or vice versa (See Paragraph (H) below).
- (E) At the option of terminals, trucks may be permitted to handle freight direct to or from vessels. In such instances, the regular tariff rates for wharfage will be assessed. Terminals will not be responsible for damage to trucks or freight incurred during direct handling, nor for outturn of freight. (See Paragraph (H) below).
- (F) Rail car blocking and dunnaging as per [Item 230](#) is additional to rates named herein.
- (G) Terminal equipment used to facilitate direct handling of freight will be subject to rental charges, per [Item 218](#).
- (H) Bulk commodities handled direct from vessels to hoppers or chutes connected with rail boxcars or trucks, shall be assessed a wharfage charge, but no handling or loading charge. Charges for miscellaneous services in this connection are per [Items 218](#) and [236](#).

ITEM 212
DOCKAGE

(A) DEFINITION

The charge assessed against an ocean vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed. Issued pursuant to 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules.

(B) BASIS FOR COMPUTING CHARGES

Dockage charges will be assessed on the length-overall of the vessel. Length-Overall shall be construed to mean the linear distance, expressed in feet and inches or meters, from the most forward point on the stern of the vessel to the aftermost part of the stern of the vessel, measured parallel to baseline of the vessel.

For dockage billing purposes, length-overall of the vessel, as published in “Lloyd’s Register of Shipping”, will be used. If no such figure appears in “Lloyd’s Register of Shipping”, the Port reserves the right to measure the vessel.

(C) DOCKAGE PERIOD – HOW CALCULATED

The period of time upon which dockage is assessed will commence when the vessel is made fast to a wharf; or when a vessel is made fast to a vessel so berthed; or when a vessel comes within, or moors within, a slip; and will continue until such vessel is completely free from, and has vacated, such berth or slip. No deductions will be allowed for Sundays, Holidays, or because of weather or other conditions.

(D) CHARGES FOR SHIFTING VESSELS

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

(E) LAY STATUS VESSELS AND SEIZED VESSELS

Vessels arriving at the Port in advance of load and/or discharge schedule may be permitted to dock at an idle berth if requested by ship’s agent, subject to berth availability. Lay berth status must be obtained prior vessel arrival at the discretion of the Port. Such vessels will be assessed 25% of the applicable tariff dockage rate. Lay Status shall end (2) hours before the commencement of the first working shift.

Any vessel seized by U. S. Marshall or under maritime lien shall pay a two (2) times factor of prevailing full dockage rate per [Item 212\(F\)](#).

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(F) DOCKAGE RATES WILL BE ASSESSED AS FOLLOWS:

(Rates in dollars per 24-hour period or portion thereof.)

<u>LENGTH OF VESSEL</u> <u>IN METERS</u>		<u>RATE PER</u> <u>24 HOUR</u> <u>DAY</u>
<u>OVER</u>	<u>NOT OVER</u>	
0	30	\$309
30	45	\$433
45	60	\$589
60	90	\$1,413
90	107	\$1,994
107	114	\$2,473
114	122	\$2,725
122	130	\$3,020
130	137	\$3,352
137	145	\$3,621
145	152	\$3,968
152	160	\$4,513
160	168	\$4,847
168	175	\$5,279
175	183	\$5,850
183	191	\$6,660
191	198	\$7,751
198	206	\$8,817
206	213	\$9,747
213	221	\$11,531
221	229	\$13,192
229	236	\$14,960
236	244	\$16,802
244	259	\$19,308
259	274	\$21,961
274	290	\$24,736

Barge movements, Coastwise, including Alaska and Hawaii; Dockage and Service and Facilities Charges will be assessed at 80% of rates indicated.

FISHING VESSELS

1. Less than 30 days:
 - (A) Idle: \$1.88/ft/day
 - (B) Working: Ld or Unld = Full Tariff

2. Over 30 days:
 - (A) Idle: \$1.88/ft/day + 12.84%
 - (B) Working: Ld or Unld Receiving to/from Dock – Full Tariff + 12.84%

ITEM 215
ELECTRIC ENERGY

RATES FOR ELECTRIC ENERGY:

Unless otherwise specified, electric energy will be furnished at a rate of fourteen (14) cents per kilowatt hour, minimum charge \$20.40. In addition such labor as may be required for installation, connection or disconnection of services will be assessed on basis of actual cost of such service plus 20%.

ITEM 218
EQUIPMENT RENTAL

(A) RENTAL OF EQUIPMENT CONDITIONAL

Equipment listed below, when available, will be rented at the convenience of the Port of Everett subject to the terms and conditions set out in [Item 102](#). The renter of such equipment shall be responsible for loss or damage to equipment and for personal injuries in the operation thereof.

(B) RATES DO NOT INCLUDE OPERATOR

Except as otherwise provided, rates are in cents and apply per hour or fraction thereof and do not include operators. When operators are furnished, charge for same will be in accordance with applicable Man-Hour rates shown in [Item 236](#) of this Tariff.

(C) EQUIPMENT RENTAL RATES

	RATE PER HOUR PLUS WASHINGTON STATE EQUIPMENT SALES TAX
Bobcat	\$22.87
Bomb Cart (per shift)	\$77.73
Lift Trucks, Powered:	
Capacity to 6,000 lbs.....	\$22.87
Up to 12,000 lbs. capacity.....	\$38.13
Up to 25,000 lbs. capacity.....	\$52.54
Up to 40,000 lbs capacity	\$152.71
Over 60,000 lbs. capacity.....	Quoted on Request
Hustler (operator extra).....	\$97.73
Mafi Trailer	\$152.71
Railcar Ramp (per day).....	\$148.82
Reach Stacker.....	\$439.80
Railcar Pusher.....	\$439.80
Walking Sticks (when used for loading logs ex water) Per M FBM Scribner	\$0.44

(D) USE OF OTHER THAN PORT EQUIPMENT

No mechanical equipment may be brought for use on the facilities of the Port of Everett except by permission. Right is reserved to refuse such permission when similar equipment of the Port of Everett is available, or when equipment does not meet with the approval of the Port of Everett.

ITEM 221
FREE TIME

(A) DEFINITION

The specified period during which cargo may occupy space assigned to it on terminal property, free of wharf demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, or such cargo on or off the vessel.

Note: Issued pursuant to 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is based on calendar days (inclusive of Saturdays, Sundays and holidays).

Free time starts the first 7:00 a.m. occurring after freight is received or unloaded onto wharf from car or truck, or, in case of freight received from vessel, the first 7:00 a.m. occurring after vessel's complete discharge. On outbound traffic to vessel, delivery of which is made after the allotted free time period, the day freight is loaded out, or delivered to truck or car, is to be considered a storage day.

Freight transshipped between deep sea vessels, and involving a long a short free time period, shall be allowed the longer free time period, but not the aggregate of the two.

(C) EXTENT OF FREE TIME

Unless otherwise provided, under individual items, free time allowed will be Seven (7) calendar days for cargo in covered storage and Fifteen (15) calendar days for cargo in open storage.

(D) COMMODITIES ALLOWED NO FREE TIME

1. Explosives, Inflammables, Hazardous Commodities.
2. Salvaged freight, offensive freight, when either are so designated.

(E) ASSEMBLING TIME

Assembling time up to twenty (20) days, exclusive of Saturdays, Sundays and Holidays, beyond the regular Free Time allowance, will be granted shippers for assembling 200 metric tons or more of cargo for a particular vessel or shipment.

ITEM 224
HANDLING

(A) HANDLING DEFINED(1)

“Handling” is the charge made against vessels, their owners, customers, or operators for moving freight from the end of the ship’s tackle on the wharf to first place of rest on the wharf, or from first place of rest on the wharf to within reach of ship’s tackle on the wharf. It includes ordinary sorting, breaking down, and stacking on wharf.

(1) This Handling definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules reading as follows: “The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship’s tackle”.

(B) RIGHT TO DELEGATE

The Port of Everett reserves the right to delegate the service of handling to others besides itself, and when so delegated such others shall fix and collect charges.

(C) RATES PREDICATED ON STRAIGHT TIME OR OVERTIME LABOR

Handling rates are predicated upon the payment to labor of basic straight time wages and the performance of such services on days or during hours when the basic straight time scale obtains. In addition to these rates, when it is required to perform services on days or during hours when, under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime is necessitated, all wage costs of labor incurred in excess of wage costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed against the vessel, its owner, or operator, in accordance with applicable rate shown in Man-Hour schedule in [Item 236](#) of this tariff.

(D) EXCEPTION – APPLICATION OF MAN-HOUR RATES ON HANDLING

When the services of Handling of freight in containers or units of such unusual bulk, size, or weight as to preclude performing services at specified or NOS rates named, or when such services are delayed because of sorting, special checking, tallying, inspection, weighting, condition of freight or other conditions or causes not ordinarily incidental to the services, the Port of Everett reserves the right to apply applicable Man-Hour rates, as named in this tariff, on such service.

(E) MINIMUM CHARGE FOR HANDLING

See [Item 239](#).

ITEM 230
LOADING AND UNLOADING – RAIL CARS

(A) LOADING AND UNLOADING DEFINED(1)

“Loading” and “Unloading” are the respective charges for services performed in loading freight from wharf premises on or into railroad cars and unloading freight from railroad cars onto wharf or premises. The services include ordinary breaking down, sorting, and stacking. Loading and unloading charges are assessed against the freight, except in cases where carriers absorb such charge.

(1) This loading and unloading definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules reading as follows, “The service of loading or unloading cargo between any place on the terminal and railroad cars, truck, lighters, or barges or any other means of conveyance to or from the terminal facility.”

(B) CAR BLOCKING AND DUNNAGE

Rail car stakes, lumber, material and labor used in blocking and dunnaging goods in rail cars, will be charged against the freight loaded at current prices of material and labor (per [Item 234](#) and [Item 236](#)). This is in addition to the regular loading charge. Minimum charge for dunnaging and/or staking flatcars, see [Item 239](#), Minimum Billing per Invoice.

(C) RATES PREDICATED ON STRAIGHT TIME LABOR

Loading and Unloading rates are predicated upon the payment to labor of basic straight time wages and the performance of such services on days or during hours when the basic straight time scale obtains. In addition to these rates, when it is required to perform services on days or during hours when, under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime wages is necessitated, all wage costs of labor incurred in excess of wage costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed in accordance with Man-Hour schedule, shown in [Item 236](#).

(D) EXCEPTION – APPLICATION OF MAN-HOUR RATES ON LOADING AND UNLOADING

When the services of loading and unloading of freight in containers or units of such unusual bulk, size, shape or weight as to preclude performing services at specified or NOS rates named, or when such services are delayed due to sorting, special checking, tallying, inspection, weighing, condition of freight or other conditions or causes not ordinarily incidental to the services, the Port of Everett reserves the right to apply Man-Hour rates ([Item 236](#)) on such services after notice has been made to shipper, consignee and/or carrier involved.

(E) MINIMUM CHARGE FOR LOADING AND UNLOADING

See [Item 239](#).

(F) OUTSIDE CRANES AND HEAVY LIFT EQUIPMENT

When an outside floating crane, mobile crane, hydraulic crane, hydraulic trailer, special trailer, or other special equipment is utilized in order to perform railcar loading or unloading, the Port will provide additional labor to assist. The outside special lift equipment must be coordinated with the Port's Marine Terminals Department. The charges will be Cost, plus fifteen percent (15%), plus State sales tax (per [Items 230](#) and [234](#)).

(G) RIGHT TO LOAD AND/OR UNLOAD FREIGHT, RESERVED

The terminals, when equipped to perform the services of loading and/or unloading freight, reserve the right to performance in all instances.

(H) DOMESTIC DISTRIBUTION OF VEHICLES

- (1) When the Port provides the facility for the domestic distribution of autos, passenger vehicles, including pick-up trucks and vans not exceeding 10 passengers per vehicle, which do not have a prior or subsequent move by water at the Port's marine facilities, and no Port labor is provided, the charge is: \$12.96 per vehicle

- (2) When the Port provides the facility for domestic distribution of commercial and military vehicles, including trucks and truck chassis, agricultural, earthmoving, road-making equipment, which do not have a prior or subsequent move by water at the Port's marine facilities, and no Port labor is provided, the charge is: \$17.87 / 1,000 kgs

- (3) EXCEPTION: For users of the Port marine facilities that import or export vehicles on which Wharfage is assessed and have an annual throughput volume of at least 10,000 units per calendar year, the Domestic Distribution Rate for vehicles (autos and commercial) is: \$9.25 per vehicle

- (4) NOTE: The Port reserves the right to limit the total number of vehicles per year that may qualify for this rate.

ITEM 233
LOADING AND UNLOADING - TRUCKS

- (A) Except as otherwise provided, terminals will furnish labor and equipment to load or unload trucks, if it is done with forklifts. Otherwise, charges for such services will be Equipment Rental per [Item 218](#), Man-Hours per [Item 236](#), and any materials per [Item 234](#).

- (B) When the Port provides the service of loading and unloading trucks, it is understood that such services are at the direction of the truck operator.

- (C) When an outside floating crane, mobile crane, hydraulic crane, hydraulic trailer, special trailer, or other special equipment is utilized in order to perform truck Loading or Unloading, the Port will provide additional labor to assist. The outside special lift equipment must be coordinated with the Port's Marine Terminal's Department. The charges will be Cost, plus fifteen percent (15%), plus State sales tax per [Item 218](#).

ITEM 234
MATERIALS, SUPPLIES AND SERVICES

Materials and supplies and outside services furnished by the Port shall be billed at cost, taxes and freight plus 15%.

ITEM 236
MAN-HOUR RULES

(A) COMPUTATION OF WAGE DIFFERENTIALS

To obtain an overtime wage differential or penalty wage differential use the Schedule of Man-Hour Rates as shown in [Item 236](#).

(B) STANDBY OR WAITING TIME

When labor is for a specified time and is on the job ready for work, or having started work is delayed for periods exceeding 15 consecutive minutes at any time during that work, such delays being caused through no inability or fault of the terminal operators, standby or waiting time for men will be charged at actual wages paid labor, plus 65% against the party causing such delay.

(C) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When terminal is required to furnish labor for a specific service, and such service is completed before the expiration of the minimum time allowed under the labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed, at actual wages paid labor plus 65%.

(D) WHEN MAN-HOUR RATES APPLY

Unless otherwise provided, man-hour rates, plus charges for equipment rental ([Item 218](#)) will be charged for:

1. All services not specifically described in the Tariff.
2. Services of loading, unloading, handling or transferring freight for which no specific commodity rates are provided and which cannot be performed at the rates named under NOS or heavy lift items.
3. Services of loading, unloading, handling or transferring freight in packages or units of such unusual bulk, size, shape, or weight as to preclude performing such services at rates named under individual items of the tariff.
4. Services of loading, unloading, or handling freight for which a specific commodity rates are named in the tariff but which because of unusual conditions of shipping or requirements of shippers not normally incidental to such services, preclude the performance of such services at rates named.
5. Services of extra sorting, special checking, inspection, or for any operation delayed on account thereof.
6. Services of cleaning or preparing car for loading.
7. Services of installing or moving special equipment at the request of or for the use or convenience of parties other than the terminal operator.

(E) SCHEDULE OF MAN-HOUR RATES

Description	1st Man-Hour Rate S.T.*	1st O.T.** Man-Hour Rate Differential	1st Weekend and Holiday Man-Hour Rate Diff.
Basic Longshore	\$129.51	\$38.62	\$38.62
Longshore Skill I	\$133.71	\$40.62	\$40.62
Longshore Skill II	\$137.70	\$42.50	\$42.50
Longshore Skill III	\$139.68	\$43.47	\$43.47
Clerk Skill I	\$133.71	\$40.62	\$40.62
Clerk Skill II	\$137.70	\$42.50	\$42.50
Clerk Skill III	\$139.68	\$43.47	\$43.47
Foreman	\$161.39	\$54.42	\$54.42

Description	2nd Man-Hour Rate S.T.*	2nd Shift Differential	2nd O.T.** Man-Hour Rate Differential	2nd Weekend and Holiday Man-Hour Rate Diff.
Basic Longshore	\$155.28	\$25.75	\$12.87	\$12.87
Longshore Skill I	\$160.79	\$27.08	\$13.54	\$13.54
Longshore Skill II	\$166.06	\$28.34	\$14.16	\$14.14
Longshore Skill III	\$168.67	\$28.97	\$14.50	\$14.50
Clerk Skill I	\$160.79	\$27.08	\$13.54	\$13.54
Clerk Skill II	\$166.06	\$28.34	\$14.16	\$14.16
Clerk Skill III	\$168.67	\$28.97	\$14.50	\$14.50
Foreman	\$197.70	\$36.28	\$18.14	\$18.14

Description	3rd Man-Hour Rate S.T.*	3rd Shift Differential	3rd O.T.** Man-Hour Rate Differential	3rd Weekend and Holiday Man-Hour Rate Diff.
Basic Longshore	\$175.89	\$46.34	\$15.43	\$15.43
Longshore Skill I	\$182.49	\$48.74	\$16.24	\$16.24
Longshore Skill II	\$188.74	\$51.01	\$17.00	\$17.00
Longshore Skill III	\$191.86	\$52.15	\$17.38	\$17.38
Clerk Skill I	\$182.49	\$48.74	\$16.24	\$16.24
Clerk Skill II	\$188.74	\$51.01	\$17.00	\$17.00
Clerk Skill III	\$191.86	\$52.15	\$17.38	\$17.38
Foreman	\$226.76	\$65.32	\$21.76	\$21.76

Continued next page.

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Other Notes:

*S/T = Straight Time

**O/T = Overtime

Descriptions:

Basic Longshore

005 Longshoreman

007 Holdman

009 Lasher

Longshore Skill I

029 Lift Driver

037 Utility Lift

Longshore Skill II

055 Heavy Lift

085/088 Crane Operator

447 Welder

Longshore Skill III

063 Reach Stacker

093 Strad Driver

095 Top Handler / Port Packer

Basic Clerk

100 Basic Clerk*

101 Basic Clerk

Clerk Skill I

103 Dock Supervisor*

108 Registered Clerk*

109 Registered Clerk*

Clerk Skill II

116 Computer Supervisor*

Foreman

129 Foreman*

*Travel and Meals, Fare, and Subsistence not included and billed at cost

ITEM 239
MINIMUM CHARGES

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

Handling	\$33.05
Loading	\$33.05
Service & Facilities	\$26.44
Ships Lines.....	See Item 236
Storage.....	\$66.66
Unloading	\$33.05
Wharf Demurrage	\$66.66
Wharfage, NOS	\$26.44
Minimum Billing per Invoice	\$66.66

ITEM 241

PHOTOGRAPHY OF CARGO OR CONTAINERS BY PORT PERSONNEL

The Port, at its option, may agree to take photos of cargo when requested. If a party other than the person paying the Service and Facilities Charge requests photos, or if demand becomes high for such service, the Port we will assess a fee for this service including emailing photos. The fee is \$37.78 per occurrence. Minimum charge does not apply.

ITEM 242

POINT OF REST

That area on the terminal facility which is assigned for the receipt of inbound cargo from the ship, 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.

ITEM 245

RENTALS - RATES

Rental rates for lockers, wharf office space, or terminal space, will be quoted upon request, when space is available.

ITEM 248

SEGREGATION

- (A) When no request is made for segregation by commodities, submarks, kinds, sizes, brands, grades, other identification or unit, delivery will be made only as one(1) lot, or in accordance with one (1) general mark. Consignee, however, is not required to take delivery of an entire shipment at one time, and upon request, delivery of shipment in whole or in part, as one (1) lot, or by one (1) general mark will be made.
- (B) Upon request, segregation by commodities, submarks, kinds, sizes, brands, grades, other identification or unit, will be made and delivery to consignee will be made in one (1) lot, or in part lots, in accordance with written instructions.
- (C) Charges, in addition to applicable terminal charges, for segregation as provided in paragraph (B), will be as follows:

When request for segregation is received before
close of business of the last business day before
arrival of vessel..... 63 cents per 100 lbs. on total
weight of entire shipment.

When request for segregation is not received before
close of business on the last business day before
vessel arrives..... 86 cents per 100 lbs. on total
weight of entire shipment.

ITEM 249
SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard regulation 33CFR105, the Port of Everett will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

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

Port Security Fee – Per Day Per Vessel \$1000.00

ITEM 250
SMALL LOTS FEE

A charge of \$134 will be assessed against Inbound Wood Products and Iron or Steel for bills of lading below 20 metric tons.

All breakbulk B/Ls will be subject to a minimum charge of \$3,520.00 per B/L.

ITEM 251
SERVICE AND FACILITIES CHARGE

(A) DEFINITION

That charge assessed against ocean vessels, their owners, or operators which load or discharge cargo at the terminals for the use of terminal working areas in the receipt and delivery of cargo to and from vessel, and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer of cargo between vessels and shippers, consignees, or connecting carriers.

(B) CONDITIONS

1. The foregoing does not include any service or facilities charges which is included in wharfage, dockage, wharf demurrage, storage or other individual charges.
2. No person, other than the terminal will be permitted to perform the services covered herein.
3. Where the “Contract of Affreightment” establishes the responsibility as between the parties thereto for the payment of the Service and Facilities Charges named in this Tariff, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but unless otherwise specified, the full amount of such charges shall be billed to and paid by the vessel, its owners, or operators, to the terminal. Allocation or adjustment of these charges between vessel and cargo shall be made solely by the parties to the contract of affreightment, in accordance with the terms of such contract.

The term “Contract of Affreightment” as used herein shall mean Tariff, Charter Party, Ocean Rate or any other arrangements under which the vessel transports cargo.

4. Service and Facilities Charge does not include any cargo handling, loading nor unloading operations, nor any labor other than that which is essential to performing the service.
5. Service and Facilities Charge will be assessed against ocean vessels for both loading and discharging cargo.

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(C) SERVICE AND FACILITIES CHARGE RATES

Service and Facilities Charge Rates as shown herein beside classification of freight, moving in trade routes specified, will be assessed in USD per each 1000 kilograms of 1000 ft. BM (Scribner) on logs, net board measure on lumber.

<u>SERVICE AND FACILITIES CHARGE</u>		
<u>TRADE ROUTES AND COMMODITIES</u>	INBOUND	OUTBOUND
<u>ALL FREIGHT, NOS</u> All Trade Routes and Traffic.	\$32.22	\$19.67
<u>FREIGHT, NOS HANDLED DIRECT</u> Between vessels and open rail cars or open vehicles.....	\$5.21	\$5.21
<u>FREIGHT, NOS HANDLED OVERSIDE</u> Between vessels and water or barge	\$2.72	\$2.72
<u>UNITIZED FREIGHT, NOS</u> Each individual unit weighing: 1000 but less than 2000 kg.....	\$21.20	\$16.33
2000 but less than 3000 kg.....	\$18.39	\$16.92
3000 but less than 7000 kg.....	\$14.73	\$14.73
7000 kg or more	\$10.77	\$10.77
<u>CARGO, CHILL, viz:</u> Potatoes, Lettuce, Eggs, and Fruit, Fresh, viz: Apples, Citrus Fruits, Grapes, Nectarines and Pears, in boxes, cartons or crates (1) Rate per case is \$0.53		
<u>IRON OR STEEL ARTICLES, NOS</u>	\$11.62	\$11.62
<u>LOGS,</u> Softwood, per M FBM Scribner Scale: Ex Dock.....		\$14.33
Direct Transfer.....	\$30.82	\$9.50
Overside	\$9.57	\$8.03
<u>LUMBER AND LUMBER PRODUCTS</u> Per MBM	\$26.93	\$9.71
<u>PULP, PAPER, RUBBER</u>	\$8.89	\$8.89
<u>ALUMINA ORE</u>	\$1.17	

ITEM 254
SHIP'S LINES

When requested to perform services of taking or letting go ship's lines, charges for such services will be for the labor furnished at the Man-Hour rates named in [Item 236](#).

ITEM 257
SHUNTING RAIL CARS ALONGSIDE VESSEL

When the Port of Everett is required to shunt rail cars alongside vessels by means of mechanical equipment, charges for such service, including wages of operations, on applicable Man-Hour basis as provided for in [Item 236](#), and rental of equipment, at rates named in [Item 218](#), shall be assessed against ocean vessels, their owner, or operators.

ITEM 260
STORAGE

(A) DEFINITION(1)

Terminal storage is the service of providing warehouse, or other terminal facilities, for the storage of in-transit cargo interchanged with, or between water carriers, when arrangements are entered into prior to the expiration of the free time.

(1) This storage definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules reading as follows, "Terminal Storage means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage."

(B) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE

When space is available and arrangements are entered into prior to arrival of cargo at the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named below.

The Port of Everett reserves the right to terminate storage of any goods at any time upon giving reasonable notice to the owner or shipper, and if goods are not removed, the Port may cause them to be removed or otherwise disposed of at owner's expense.

Storage charges are payable prior to delivery of cargo to vessel or truck for furtherance, and will be computed on the following basis:

Cargo received for storage during the first fifteen (15) days of a month will be assessed a full month's storage.

Cargo received for storage on the sixteenth (16th) day of the month or later, will be assessed storage at one-half (1/2) the applicable rate named below.

Thereafter, storage will be payable on cargo remaining in storage on the first day of each succeeding calendar month.

Except as otherwise provided, no free time is allowed under the provisions of this section.

When additional Miscellaneous Services or Rehandling is required to accommodate storage of cargo, all Labor, Equipment and Materials in connection therewith will be assessed according to the provisions of [Items 236](#), [218](#) and [234](#).

(C) STORAGE RATES – OPEN/SHEDED AREAS

Storage Rates per Calendar month per 1000 kgs. in US dollars:

Shedded Areas: \$38.35
Open Areas: \$11.34

Rates for handling, loading or unloading cargoes in storage will remain at the rates for such cargoes as listed in this tariff in [Section 3](#).

ITEM 263
FRESH WATER

Fresh water will be furnished to vessels and other users:
Compute 7 1/2 gallons per cubic ft., or 32 cubic ft. per ton;
8 1/3 lbs. per gallon, or 62.4 lbs. per cubic feet.

Each 100 cubic feet or fraction thereof.....	\$4.95
Each hose and connect/disconnect by Port personnel.....	\$185.66
If no hose or Port personnel use	\$21.15

Note: Water hook-up is applicable during straight time hours only. Overtime hour hook-ups will be performed at request, in which case overtime differential for the account of requesting party.

ITEM 264
TELEPHONE SERVICE

Upon request made by the vessel, the Port of Everett will provide a temporary telephone. The charge for this service will be assessed against the vessel at the rate of \$134.64 for each temporary connection. The vessel will be held responsible for all long distance charges incurred during the time the telephone is connected and for all loss or damage to the equipment furnished.

ITEM 266
WHARFAGE

(A) DEFINITION

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

(B) FREIGHT NOT LOADED TO VESSELS

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

(C) OVERSIDE VESSEL FREIGHT

All freight discharged or loaded overside a vessel directly to or from another vessel, barge, lighter or raft or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed one-half the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(D) EXCEPTIONS

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

Note: *Ballast, dunnage lumber or materials ostensible not for use in storage of freight loaded at the wharves of the Port of Everett, lining lumber (specifically lumber for use in lining vessels for grain or other bulk commodities as distinguished from dunnage lumber for use in ordinary stowage) and fuel handled over wharf will not be considered as ship's stores, hence will be subject to wharfage and such other charges as may be incurred.

*Ballast must be handled overside direct between vessel and barges or scows.

(E) MINIMUM WHARFAGE

See [Item 239](#).

(F) GENERAL EXCEPTION TO WHARFAGE NOS RATE

1. On freight moving in the Intercoastal and Inland Waterways trade routes, or other trade routes as defined in [Item 203](#), where cubic measure is not used in manifesting freight, wharfage will be assessed on weight basis.
2. On freight moving over wharf facilities not in connection with water carriers, wharfage will be assessed on weight basis.

(G) WHARFAGE RATES

See [Section 3](#) for Wharfage Rates.

ITEM 269
WHARF DEMURRAGE

(A) WHARF DEMURRAGE DEFINED

Wharf Demurrage is the penalty charge assessed against freight remaining on wharf or wharf premises after the expiration of free time. (Free time is defined in [Item 221](#)).

(B) COMPUTING WHARF DEMURRAGE

In computing either wharf demurrage or storage on freight delivered to a vessel, the day or days vessel is loading will not be considered demurrage or storage days. On freight delivered to cars, trucks, drays, or inland water carriers, the day freight is loaded or delivered will be considered a demurrage or storage day.

(C) MINIMUM WHARF DEMURRAGE

See [Item 239](#).

(D) WHARF DEMURRAGE RATES

Except as otherwise provided (see Notes below), after expiration of free time as defined in [Item 221](#), Wharf Demurrage will be assessed at the following rates:

Per day per 1000 kilograms or per Cu. Meter as freighted on manifest (see Note 1 below)

	<u>1ST 5 DAYS</u>	<u>AFTER 5 DAYS</u>
Per 1000 Kilograms:		
All Freight NOS (Open Storage)	\$1.40	\$2.80
Per Cubic Meter:		
All Freight NOS (Open Storage)	\$1.12	\$2.27
Per 1000 Kilograms:		
All Freight NOS (Shedded Storage).	\$4.73	\$9.46
Per Cubic Meter:		
All Freight NOS (Shedded Storage).	\$3.79	\$7.58

Note 1: When manifest lists freight both by weight or measure, wharf demurrage will be assessed on whichever produces the greater revenue

Note 2: WHARF DEMURRAGE ON LUMBER AND LOGS NOS
 Free time will be allowed of not to exceed 20 days when received or unloaded in or on open areas and free time of not to exceed 10 days in covered areas. Wharf demurrage after the expiration or respective stated free times will be assessed at the rate of \$.54 per M. ft. BM per day in or on open areas and at the rate of \$1.11 per M. ft. BM in covered areas.

End of section, return to [General Index](#).

SECTION THREE – SCHEDULE OF RATES – WHARFAGE, CAR LOADING, CAR UNLOADING AND HANDLING

	COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING
	All Rates not otherwise specified will be assessed in USD per 1000 Kilograms or per Cubic Meter, whichever produces the greatest revenue			
	**Rates quoted upon request			
<u>ITEM 300</u>	<u>ALL FREIGHT NOS</u> Per 1000 Kilograms Per Cubic Meter..... Wharfage will be assessed on weight or measure, whichever produces the greater revenue.	\$13.86 \$11.15	**	**
<u>ITEM 305</u>	<u>ALUMINUM</u> Bars, Blisters, Ingots Pigs, Slabs.....	\$12.68	**	**
<u>ITEM 307</u>	<u>BENTONITE CLAY</u> Received in jumbo bags for loading/unloading to shipper's pallets Received on shipper's pallets	\$11.62 \$11.62	\$17.76 \$16.83	\$16.83 \$16.83
<u>ITEM 309</u>	<u>BOATS, PLEASURE</u> Import (Per 1000 kilograms).. Export (Per Cubic Meter)	\$41.56 \$3.23	See <u>Item 236</u> See <u>Item 236</u>	See <u>Item 236</u> See <u>Item 236</u>
<u>ITEM 310</u>	<u>BULK COMMODITIES</u> Rates quoted upon request.	**	**	**
<u>ITEM 312</u>	<u>CHEMICALS, NOS</u> In bags, drums or metal Cans in containers Hazardous	\$14.98 \$14.98	\$95.19 \$95.19	\$72.23 \$72.23
<u>ITEM 317</u>	<u>FERTILIZER</u> Unitized.....	\$12.68	**	**

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	COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING
	All Rates not otherwise specified will be assessed in USD per 1000 Kilograms or per Cubic Meter, whichever produces the greatest revenue			
	**Rates quoted upon request			
ITEM 320	<u>FRUITS, AND EGGS, viz:</u> Fresh, in barrels, boxes, cartons or crates Rate per case	\$0.32	**	**
ITEM 322	<u>HOUSES OR BUILDINGS, MODULES</u> Fabricated, KD or in Flat Sections (1) \$455.14 per unit, including wharfage, handling, loading/unloading and service and facilities from Item 251	(1)	(1)	(1)
ITEM 323	<u>IRON OR STEEL</u> Rate per 1000 Kilograms	\$12.68	\$32.47	\$20.07
ITEM 325	<u>LUMBER AND LUMBER PRODUCTS,</u> viz: (1) Logs, Softwood (2) Ex Dock Direct Transfer Overside Lumber (2) Plywood, veneer, hardboard (banded on skids for mechanical handling – per 1000 Kilograms) (1) Charges will be assessed as freighted by vessel, i.e. Scribner scale, on lumber gross or net BM (2) Hardwood lumber or logs when manifested per weight, the following ratios will be used to determine the FBM: Lumber -3 ½ lbs per FBM Logs – 8 lbs per FBM (Scribner Scale)	\$15.62 \$15.62 \$7.93 \$9.71 \$9.94	See Item 236 See Item 236 See Item 236 ** See Item 236	See Item 236 See Item 236 See Item 236 ** See Item 236

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	COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING
	All Rates not otherwise specified will be assessed in USD per 1000 Kilograms or per Cubic Meter, whichever produces the greatest revenue			
	**Rates quoted upon request			
ITEM 327	<u>MACHINERY FARM AND CONSTRUCTION EQUIPMENT, NOS</u> Including Parts Units up to 24,000 kgs (rate per 1000 kgs)..... Units over 24,000 kgs (rate per 1000 kgs).....	\$15.79 \$15.79	See loading/unloading notes below	\$26.15 \$18.80
	<u>MACHINERY, TRUCK LOADING/UNLOADING</u>		See Item 236	
	<u>MACHINERY, RAILCAR LOADING/UNLOADING:</u> Upon request, the Port will transfer vehicles or machinery to or from rail flatcars, to or from the wharf within reach of heavy lift cranes. Charges are:			
	A. Drivable rubber tired vehicles, farm & construction equipment unloaded/loaded with railcar ramp: \$9.44 per 1000 kgs Minimum charge per car Unloading, including removing lashing..... \$459.68 per car Loading, not including lashing and securing \$409.92 per car			
	B. Drivable tracked vehicles, farm & construction equipment unloaded/loaded with railcar ramp: \$10.94 per 1000 kgs Minimum charge per car Unloading, including removing lashing..... \$537.34 per car Loading, not including lashing and securing \$487.49 per car			
	C. Mixed car of both drivable equipment and skidded equipment: Charge per car Unloading, including removing lashing..... \$800.92 per car Loading, not including lashing and securing \$753.15 per car			
	D. Car where any item requires loading/unloading by means of reach stackers: Charge per car Unloading, including removing lashing..... \$922.65 per car Loading, not including lashing and securing \$882.03 per car			
	E. Loading/Unloading of skidded machinery requiring the use of equipment, such as mobile crane(s), hired from an <u>outside commercial leasing company</u> , will be charged the cost of equipment rental plus 15% plus Washington state sales tax.			

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	COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING
	All Rates not otherwise specified will be assessed in USD per 1000 Kilograms or per Cubic Meter, whichever produces the greatest revenue			
	**Rates quoted upon request			
ITEM 328	<u>MACHINERY, MACHINE TOOLS AND PARTS</u> For the processing, production or assembly of materials NOS, including for production of fuel or energy.	**	**	**
ITEM 330	<u>METALS</u> Copper, Lead, Zinc, in bars, ingots, slabs, pigs or sheets, per 1000 kgs.....	\$12.68	\$32.47	\$20.08
ITEM 335	<u>PAPER OR PAPER PRODUCTS</u> NOS.....	\$7.64	\$9.77	\$38.46
ITEM 340	<u>PULP, PAPER OR WOOD</u> Received on cargo boards (Except wet laps, tailing or screenings) 0 – 999 tons per vessel..... 1,000 – 1,999 tons per vessel . 2,000 or more.....	\$6.13 \$6.13 \$6.13	\$22.33 \$22.33 \$22.33	\$21.15 \$20.09 \$18.98
ITEM 344	<u>TALC</u> Received in jumbo bags for loading/unloading to shipper's pallets Received on shipper's pallets	\$11.62 \$11.62	\$17.76 \$16.83	\$16.82 \$16.82

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	COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING
	All Rates not otherwise specified will be assessed in USD per 1000 Kilograms or per Cubic Meter, whichever produces the greatest revenue			
	**Rates quoted upon request			
<u>ITEM 346</u>	<u>TIRES</u> 2,000 kgs or more each unit, unitized for forklift handling Rates per 1000 kgs.....	\$76.06	\$54.18	\$26.64
<u>ITEM 348</u>	<u>US GOVERNMENT VEHICLES ROAD CONSTRUCTION EQUIPMENT</u> Unboxed/Set Up on Wheels and/or Tracks. Rate per 1000 kgs.....	\$32.17	See <u>Item 236</u>	See <u>Item 236</u>
<u>ITEM 355</u>	<u>VEHICLES, VIZ:</u> Automobiles, including privately owned vehicles and custom vans..... For water or air (i.e. helicopters, sailplanes)...	\$14.33 **	\$61.01 **	\$30.37 **
<u>ITEM 360</u>	<u>WINDMILLS AND PARTS</u> Liftable by Port's forklifts, top picks or reach stackers	\$14.94	**	**

End of section, return to [General Index](#).

SECTION FOUR – CONTAINERS – GENERAL DEFINITIONS AND SCHEDULE OF RATES

ITEM 400
BLOCKING/BRACING/SECURING

Materials for blocking, bracing, or shoring will be billed at Cost, plus fifteen percent (15%), plus State sales tax, and are in addition to named rates.

ITEM 405
CONTAINER DEFINITION AND SIZE

For the purposes of this section, the term “Container” refers to:

- (A) A single rigid, intermodal, non-disposable dry cargo, insulated, flat rack, liquid tank, refrigerated or open-top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized cargo aboard its vessel.
- (B) Containers will have construction, fittings and fastenings compatible with lift beams and able to withstand, without permanent distortion, all of the stresses that may be applied by container lifting and handling equipment.
- (C) Containers will not exceed 2.6 meter in width or 2.9 meter in height. Any such containers will be treated as breakbulk and charged accordingly.

ITEM 410
CONTAINER YARD (CY)

“Container yard” is the location or locations designated where containers in-transit between vessel and inland carrier are temporarily held or assembled, and loaded or empty containers are received from or delivered to inland carrier.

ITEM 415
COST PLUS APPLICATION

Unless otherwise provided, Man-Hour Rates, plus charges for Equipment Rental, as may be required to perform the operation or function, will be charged for making arrangements and providing services not specifically described in this Tariff. Charges for Materials furnished in connection with services will be assessed at Actual Cost, plus fifteen percent (15%), plus applicable State sales tax. This is subject to the provisions in [Items 218, 236](#) and [234](#).

Examples of Man-Hour Services:

- A. Container and chassis repairs
- B. Attachment or removal of chassis power units for refrigerator containers.
- C. Repairs to container reefer units.
- D. Calibration of container reefer units, when not included herein.
- E. Pre-cooling containers when not included herein.
- F. Plugging, unplugging, checking reefer units and/or calibration of containers, if not included herein.
- G. Cleaning of dunnage or debris from containers and disposal of waste.
- H. Dogging/undogging hatch covers.
- I. Dunnaging, bracing and lasing/unlashing.
- J. Other services requested, for which rates are not specified.

ITEM 420
CUSTOMS AND BORDER PROTECTION EXAMINATIONS

By Vehicle and Cargo Inspection System (VACIS)	\$286.88 per container
Tailgate only (Customs and USDA)	\$286.88 per container
Devan (Subject to Port's agreement to devan)	\$956.24 per container

Such work performed after hours may be subject to [Item 236](#).

ITEM 425
GATE CHARGES

Loaded or empty container, all sizes, handled between inland conveyance and Container Yard, or moved through the gate which depart again through the gate without prior export on a ship from the Port of Everett	\$103.26 per container per gate move in or out
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ITEM 430
INFORMATION FLOW

In addition to other references in this Tariff, the vessel, through its employees, and customs brokers, shall give the Port all available information required for the efficient conduct of throughput and other services and functions. The Port will provide vessels working or scheduled to work at the terminal all usual and necessary information required by the vessel for the conduct of its operations. Of particular importance, the vessel is requested to furnish the following:

- For Import – Vessel Manifest, five (5) days prior to arrival.
- For Export – Vessel Manifest, within five (5) days of departure.
- Dangerous Cargo List – Prior to ship or cargo's arrival.
- Reefer Container List – Prior to ship or cargo's arrival.
- Vessel Line Up and Vanning Instructions for Exports

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

ITEM 435
LOSS OR DAMAGE, CONTAINERS AND CONTAINERIZED CARGO

In performing the services covered by this Tariff, the Port will accept responsibility for loss or damage to containers and containerized cargo when caused by its employees or others retained by the Port to accomplish the services or functions herein contained. The vessel shall, by acceptance of the services or by Clause of Agreement, extend its limits of liability coverage as contained in its Bills of Lading or Contracts of Affreightment to the Port for cargo lost or damaged. The vessel shall extend its liability to the Port in cases only where the Port is operating the terminal and acting as the vessel's agent. This shall not be construed to limit the Port's liability in any manner whatsoever, when it is negligent for losses or damages. The Port will not accept responsibility for concealed damage or loss, nor for the condition of contents of damaged containers when received in that condition from vessel or inland carrier.

ITEM 440
PLACARDS, APPLYING OR REMOVING

- When Port of Everett supplies placards..... \$216.04
- When customer supplies placards..... Man Hour rate per [Item 236](#)

ITEM 445
REFRIGERATED CONTAINERS

Monitoring proper temperature levels.....	\$12.04	per day per container
Plug in container for storage.....	\$94.52	per container
Pre-trip for use.....	\$116.80	per container
Washout.....	\$83.43	per container

ITEM 450
REHANDLING

Rehandling is any extra handling of a container or chassis not provided for elsewhere in this Section. Rehandling is the extra sorting of a container to CY space, extra stacking or unstacking, extra working of container to or from chassis or railcar, or extra movements into or out of holding area. The charge for Rehandling applies each time a container is subject to additional movements. Examples of Rehandling include the following:

- (A) Rehandling which results from requests by the vessel or container owner after completion of the planned layout of containers and chassis in CY, or planned sequence of containers for stowage onboard vessel. If any such request requires the additional handling of containers in order to deliver or receive any container out of planned sequence of the CY or stowage plan, the vessel or owner shall be subject to the charge of Rehandling.
- (B) Container shifted to another location in the CY or Container Holding Area at the vessel's or owner's request and convenience, including the movement of containers in and out of any container inventory maintained by the vessel or owner for other than direct delivery to vessel or inland conveyance.
- (C) The Rehandling Charge is \$95.80 per container movement

ITEM 452
SEALS, APPLYING

Applying Seals	\$83.56
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ITEM 455
SERVICE PERFORMED ON FIRST SHIFT BASIS

Services performed at hours other than first (1st) shift weekday will be subject to charges provided in [Item 236](#).

ITEM 460
SERVICES PERFORMED FOR OCEAN CARRIER

Unless otherwise instructed and agreed in advance in writing, all services under this Section are performed as an agent of ocean carrier, and the charges therefore will be paid to the Port by ocean carrier.

ITEM 465
STORAGE

Free Time Periods:

Import Containers..... 5 days
Export Containers 10 days

On containers received from a vessel, Free Time will commence at 7:00 a.m. the day following completion of ship discharge. Those containers received from inland conveyance, and their owner/lessor designation has not been identified, Free Time will commence at 7:00 a.m. the day following delivery. When computing Free Time, Saturdays, Sundays and Holidays will not be counted. The Port must have information on the owner/lessor/consignee prior to acceptance of the container.

Containerized cargo may be subject to Free Time Rules and Demurrage Charges as carried in ocean carrier's Tariff. Cargo owners are therefore referred to vessel Tariffs. In the absence of overriding ocean carrier Tariff Rules, Free Time will be granted and Storage assessed in accordance with Rules, Conditions and Rates named in this Tariff.

When Storage commences at the expiration of Free Time, all days will be counted, including the day the container or chassis is removed from the premises. Empty containers that are damaged to the point they cannot be used for cargo and/or cannot be moved without extra equipment/manning or emergency gear, shall be removed from Port premises within twenty (20) working days, or the Port will arrange removal at customer's expense.

Storage Rates per Unit per Day

Unit size up to 7 meters.....	\$13.49	per container
	\$26.97	per chassis or container/chassis combination
Unit size over 7 meters.....	\$26.97	per container
	\$26.97	per chassis or container/chassis combination

Minimum billing for storage.... See [Item 239](#).

ITEM 470

TERMINAL THROUGHPUT RATES

(Subject to Notes 1, 2 and 3)

Unit size up to 7 meters..... \$244.35

Unit size 7 to 13 meters..... \$298.64

Note 1: Rates apply to empty containers and containers loaded with non-hazardous commodities.

Note 2: Rates include gate charges (service related to receipt, delivery, checking care, custody, and control of intact containers required in the transfer of containers between container yard and shippers, consignees, their agents or connecting carriers), handling charges between Container Yard and ship's tackle, and wharfage.

Note 3: Rates for containers loaded with hazardous cargoes, or containers over 13 meters in length, will be quoted on request.

ITEM 475

VANNING/DEVANNING/TRANSLOADING CARGO IN CONTAINERS

Rates are in U.S. Dollars per 1000 kgs., gross weight, unless otherwise specified, and do not include securing/unsecuring of cargo in containers. Rates include Service and Facilities Charges. Subject to Note 1.

Note 1: Vanning, Stuffing and Loading mean the same thing. Devanning, Unstuffing and Unloading also mean the same thing

(A) SERVICE OF VANNING CONTAINERS INCLUDES:

- (1) Checking shipments as received for count, package condition, weight, and cube.
- (2) Executing receipt for each shipment as received, noting any visible exceptions and providing copy to ocean carrier and inland carrier as required.
- (3) Moving shipment into a container and utilizing containers as directed by ocean carrier, and closing and sealing the container, including complete seal records.
- (4) Furnishing vanning report of cargo loaded into container.
- (5) For any special rates, please contact the Port for quotation.

(B) SERVICE OF DEVANNING CONTAINERS INCLUDES:

- (1) Removal and recording of seal numbers, opening container, removing lashing, blocking, bracing and shipments, to include segregating to Ocean Bill of Lading, up to ten (10) Bills of Lading per container, as required to make each shipment available for delivery, and sweeping container.
- (2) Checking shipments unloaded for count and package condition, and furnishing verified outturn report after unstuffing or delivery to carrier.
- (3) Removing cargo from container.
- (4) Tender shipment for delivery to consignees at truck tailgate.
- (5) Execute delivery record, noting any exceptions thereon, obtaining signature at time of delivery, furnishing one (1) copy of delivery receipt to consignee, his agent or inland carrier, and supply original thereof, including container seal number, to ocean carrier.

(C) TRANSLOADING CARGO - NOS:

Direct Transloading is defined as the transfer of cargo between inland carrier's equipment and ocean carrier's equipment in a single, continuous movement without coming to rest on any dock or platform.

Transloading Cargo To or From:

Cargo stored on pallets, slip sheets, skid sheets, units that can be transferred with the use of a lift truck. Van/Devan Rates will apply:

- (1) Charges will be billed to party requesting the service.
- (2) Rates and service in this Item will not apply on Bulk Commodities.
- (3) Other Direct Transload: At the option of the Director of Marine Terminals or his designate, Man-Hour Rates as published in [Item 236](#) will be used due to circumstances based upon volume, type of cargo and services required.

ITEM 480

WHARFAGE, LOADING/UNLOADING AND HANDLING RATES FOR CONTAINERS

(A) WHARFAGE RATES FOR CONTAINERS

Under 7 meters length (per unit).....	\$67.09
7 meters to 13 meters length (per unit).....	\$134.20
Over 13 meter length (per unit).....	\$141.04

(B) LOADING/UNLOADING RATES FOR CONTAINERS

Rates quoted upon request.

(C) HANDLING RATES FOR CONTAINERS

Rates quoted upon request.

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