

TARIFF NO. 5 -- F. M. C. - T - 5 -- WN. T. No. 5

## NOTICE

THIS ELECTRONIC FORM OF THE TERMINAL SCHEDULE WILL GOVERN IN THE EVENT OF ANY CONFLICT WITH ANY PAPER FORM OF THE TERMINAL SCHEDULE.

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

Naming Charges For Wharfage, Storage, Loading, Unloading, Handling, Dockage, and Passenger Traffic Services Rules and Regulations Applying At

PORT OF VANCOUVER, U. S. A.  
3103 NW Lower River Road, Vancouver, Washington 98660

Approved and Adopted by Port of Vancouver Commission, POV Org #002124  
Adopted May 25, 1999 & effective March 1, 2009

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

### A. THE PORT OF VANCOUVER

ISSUED BY: Larry Paulson, Executive Director

BOARD OF COMMISSIONERS: Nancy Baker, President; Jerry Oliver, Vice President; & Brian Wolfe, Secretary

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## ABBREVIATIONS EXPLAINED

B.M	Board Measure
Bbl	Barrel
Bdl	Bundle
Cs	Case
C/L	Carload Lot
C/M	Cubic Meters
Cu. Ft	Cubic Feet
Cu. T	Cubic Ton (40 Cu. Ft.)

Dia	Diameter
Dkg	Dockage
D/O	Delivery Order
Hdlg	Handling
K.D	Knocked Down
Kilos	Kilograms
LCL	Less than Car Load
Lgth	Length
Ldg	Loading
Min	Minimum
Misc	Miscellaneous
NOS	Not Otherwise Specified
Pkg	Package
R.R	Railroad
S.U	Set Up
T	Ton (2,000 lbs)
Term'l	Terminal
Unldg	Unloading
Whfg	Wharfage
W/M	Weight or Measure
W/R	Warehouse Receipt

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## SECTION 1

### GENERAL RULES AND REGULATIONS

#### 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, to shippers, consignees and carriers that the rates, rules and charges apply to all traffic without specific notice, quotations to or arrangement with shippers, consignees or carriers.

##### (b) Tariff Effective:

The rates, charges, rules and regulations named in this tariff, additions & revisions thereto shall apply on all freight received at terminals on and after effective date of this tariff or effective dates of additions & revisions or supplements thereto. Unless otherwise specified, all transit freight received and undelivered prior to effective dates of tariff, additions & revisions or supplements thereto, shall be charged the rates effective on the date the particular service is performed.

##### (c) Use of Terminals, Deemed Acceptance:

Use of wharves or facilities shall be deemed an acceptance of this tariff and the terms and conditions named herein.

(d) The Port of Vancouver Municipal Terminal consists of the wharf structure and the transit sheds thereon or directly connected thereto.

#### 105-All Rights Reserved

##### Rights Reserved:

Right is reserved by terminal operators 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.

#### 107-Damage

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

#### 110-Acceptance Retention or Delivery of Freight Conditional

(a) Right to Refuse Freight: Right is reserved by terminal operators without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload or to permit vessel to discharge:

1. Freight for which previous arrangements for space, receiving, unloading or handling, has 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 shall be for account of shipper, consignee or owner.

(b) Right to Remove, Transfer or Warehouse Freight:

Hazardous 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 locations within said premises with all expense and risk of loss or damage for the account of the owner, shipper or consignee.

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

(c) Right to Withhold Delivery of Freight:

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

(d) 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.

(e) Explosives:

The acceptance, handling or storage of explosive or excessively inflammable material shall be subject to special arrangements with terminal operators and governed by rules and regulations of Federal, State and Local authorities.

(f) Owner's Risk:

1. Glass, liquids and fragile articles will be accepted only at the owner's risk for breakage, leaking or chafing.
2. Freight on open ground or dock is at owner's risk for loss or damage.
3. Timber and log or lumber rafts, and all watercraft when and if permitted by terminal operator to be moored at moorage dolphins, at wharves or alongside vessels, are at owner's risk for loss or damage.

(g) All of the above provisions are subject to subrule 130(e).

120-Collection and Guarantee of Charges and Terms

(a) Terms:

1. Terms are cash. All fixed charges named herein and charges made for services not specified herein shall become due and payable as they accrue. Any pending or alleged claims against the Port of Vancouver will not be allowed as an offset against outstanding invoices or accrued charges until such claims have been allowed or legally established. Regular and usual procedure must be followed in respect to such claims against the Port of Vancouver and, prior to their allowance, they shall constitute no valid reason for non-payment of charges nor for modification of the provisions of this item.

2. Delinquency Charges on Delinquent Invoices:

Invoices covering charges in this Tariff as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff remaining unpaid 30 calendar days after date of invoice is delinquent and shall be subject to a delinquency charge. The delinquency charge is one percent (1%) per month on the total unpaid balance thereof; provided, however, that in no event shall the delinquency charge be less than .50 cents per month nor higher than the maximum rate permitted by law.

3. Delinquent accounts on which collection efforts require use of legal counsel and/or litigation including trial or any appeal thereafter shall be assessed all costs including accrued interest and any extra expense, including legal expense, litigation cost or costs of agents employed to effect collection in accordance with Tariff Item 121.

4. Any Federal, State, or Local taxes applicable will be assessed in addition to the charges as set forth in this tariff.

(b) Charges Collected, from Whom:

1. Wharfage, Loading and Unloading, Handling, Standby Time and Overtime Differential, Passenger Traffic Services and Miscellaneous Charges:



Above charges are due from the vessel, its owner or operator unless absorbed by the ocean or inland carriers. On transit freight in connection with ocean carriers, however, these charges (unless absorbed by inland carriers), and any wharf demurrage or miscellaneous charges accrued against said freight and of which the vessel, its owners or operators have been apprised, will be collected from and payment of same must be guaranteed by the vessel, its owners or operators. The use of a wharf by vessel, its owners or operators, shall be deemed an acceptance and acknowledgment of this guaranty. Owners or operators of vessels, if and when permitted to make own deliveries of freight from wharf will be held responsible for payment of any wharf demurrage accrued against freight delivered to them.

## 2. Service and Facility Charge: (See Note)

The full amount of such charges shall be billed to and paid by the vessel, its owners or operators, to the Commission.

NOTE: Compliance with Decision on FMC Docket No. 744

### (c) Prepay Freight:

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

### 121-Delinquent Accounts

Should it become necessary for the Port to institute litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to, and payable by the non prevailing party. Such expenses shall include, but are not limited to, a reasonable attorney fees and all costs related to any suit or action (including prior thereto) or any appeal therefrom.

### 122-Demurrage Delays Waiver of Charges

#### (a) Demurrage - Cars or Vessels:

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

This provision is subject to subrule 130(e).

#### (b) Delays, Waiver of Charges:

Delays in loading, unloading, receiving, delivering or handling freight arising from riots or strikes, or combinations thereof, of any persons in the employ of the terminal company or in the services of others or arising from any other cause not reasonable within the control of the terminal company will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage or any other terminal charges or expenses that may be incurred.

This provision is subject to subrule 130(e).

### 124-Insurance

Rates named in this tariff do not include any insurance.

### 130-Liability Limited

#### (a) Liability for Loss or Damage Limited (also see Item 150 (d)):

The Port of Vancouver shall not be responsible for any damage to freight loaded at the facilities covered by this tariff after cargo is transferred to the beyond carriers and is removed from the Port property.

The terminals will not be responsible for any loss, damage or delay of merchandise, which may arise from any cause beyond its direct authority and control.

The terminals will not be responsible for any loss, damage, or delay of merchandise, or any other injury which results from: animals, insects, rodents or vermin; nor from wastage or decay, deterioration, evaporation, shrinkage or loss of quantity, quality, or value from inherent vice of product; nor from fire, frost, heat, dampness, leakage, the elements, discharge or leakage from fire protection system, oxidation or rusting, collapse of buildings or structures, breakdown of plant or machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will the terminals be responsible for any loss, damage or delay arising as a result of insufficient notification, or from war, insurrection, civil disorder, riot, strike or labor stoppage whether or not agents or the employees of the terminals be involved; nor from delay caused by shortage of qualified labor.

#### (b) Responsibility as Warehouseman:

Except as may be further limited by specific provisions herein, liability for loss, damage or delay to merchandise in the care custody or control of the terminals at any time other than the free time periods specified in this tariff, shall be that of a warehouseman only.

(c) Valuation of Merchandise for Claims Purpose:

Calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved plus freight and insurance. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration of weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment.

(d) Privately Owned:

Privately owned vehicles shipped through the terminal are at owner's risk. The terminal will not assume any responsibility or liability for any claims which may be submitted for damage which may have been or not have been surveyed by a marine surveyor, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees or agents.

(e) No provisions contained in this tariff shall limit or relieve the Port of Vancouver U.S.A. from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Vancouver U.S.A. from liability from its own negligence.

### 132-Claims

#### Loss or Damage Claims:

Claims against the Port for loss or damage to cargo or merchandise must be filed with the Port, in writing, within two (2) years following initial receipt at the marine terminal facilities or within twelve (12) months following delivery from the marine terminal facilities, whichever shall occur first. In case of failure by the Port to make delivery, such claims must be filed within nine (9) months following expiration of the applicable free time allowance.

### 140-Ad Valorem Charges

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of cargo, when not shipped as a piece or package) will be subject to a charge of 1/4 of 1% of the valuation in excess of \$500.00 per piece, package (or customary unit of cargo, when not shipped as a piece or package). This charge is in addition to all other charges which may be applicable under any other provisions of this Tariff.

### 145-Himalaya Clause

Himalaya Clause: It is hereby expressly agreed between the Port of Vancouver and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Vancouver, as well as any and all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the Carriers' obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, the Port shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the Carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that the Port shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Carrier(s) themselves.

### 150-Labor Rates

(a) Labor Rates Subject to Change:

The rates named in this tariff, additions & revisions, or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion or other causes not reasonably within the control of the terminal company resulting in an increased cost of services, the rates are subject to change without notice or the charge for service may be assessed on the Man-Hour basis as per Item 233 & Item 236.

(b) Labor - Overtime, Penalty Time:

See Item 233 para l

See Item 233 para m

(c) Labor Standby Time:

See Item 233 para g

(d) Liability for Damages and/or Injury:

If and when others than the Terminal Company are permitted to perform services on the wharves or premises of the Terminal Com-

pany, they shall be liable for the injury of persons in their employ and shall also be held responsible for loss, damage or malicious acts or thefts by themselves or persons in their employ. The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of the Port. All such persons, corporations associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of, any person or persons, which may be caused or occasioned by any act or omission of such persons or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Vancouver for any such loss, or damage to persons or property for which a claim is or may be, made against the Port, and all such persons shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including, but not limited to, court costs, expert's fees, and attorney's fees.

This provision is subject to subrule 130(e).

#### 155-Specific Rate Prevail

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

#### 165-Reservation of Agreement Rights

(a) The Port of Vancouver reserves the right to enter into agreements with common carriers, shippers and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state and national law governing the civil and business relations of all parties concerned.

(b) The Port of Vancouver reserves the right to enter into agreement for the use of specific storage space, tracks, or other terminal facilities, at rates commensurate with their service rendered.

#### 170-Transshipped Cargo

When transshipment is substituted by the vessel operator in lieu of direct call of vessel at the Port of Vancouver, the charge or charges on cargo so handled shall be the same as that applicable to cargo handled on direct call vessels with the exception that no handling charges will be assessed except when boarding, debarking or sorting is performed by the Port of Vancouver, then half handling will be assessed additionally for this extra service.

Exception: When container vans are required to be stuffed or made empty by the Port, the applicable charge shall be assessed as per Item 430.

#### 175-Berthing Arrangements

(To download a printable/writable version of the Vessel Berthing Application, please visit [/marine-terminals/berthing-agreement](#).)

##### (a) Vessels Required to Obtain Assignments:

No vessel will be permitted to berth at a wharf or terminal facility of the Port of Vancouver without having first made application for a berth assignment and without such an assignment having been granted by the Port. Applications for assignments must be made as far in advance of the arrival of vessel as possible and must specify arrival and departure dates and the nature and quantity of the freight to be loaded or discharged.

(b) The Application for Vessel Berth Reservation form is located beginning in paragraph (h) below.

##### (c) Berth Assignments:

Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port of Vancouver to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel.

##### (d) Berth Assignments Conditional:

Berth assignments made by the Port are subject to alteration and revocation in the following conditions:

1. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
2. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of the delay and may be reduced or avoided by use of the berth by another vessel which is capable of cargo loading or discharge at the berth.
3. Whenever the Port deems a danger of congestion exists, any vessel on berth may be required to work cargo around-the-clock or at over-time expense. Should any vessel refuse to comply, the Port may order the vessel to vacate the berth.

4. Whenever any vessel occupies a berth provided with special purpose equipment or facilities, which are not required to facilitate the cargo operations of such vessel, the Port may, when faced with an urgent need to employ such equipment or facilities in connection with a cargo movement fitted to their use, requires the vessel on berth to work around-the-clock or at over-time expense to clear the berth as soon as possible or order the vessel to vacate the berth.

Any vessel ordered to vacate a berth in such circumstances will be assigned another berth if a satisfactory alternate is available or shall be permitted to return to the original berth immediately after the second vessel has completed cargo operations or has vacated the berth for any other reason, provided the conditions which caused the original issuance of the order to vacate are deemed by the Port to exist no longer.

All costs of extra or overtime labor, pilotage, shifting, tug-hire, linesmen or those of any description rising from the requirement of the Port under these rules shall be for the vessel's account.

(e) Vessels required to Vacate Berths:

a. Orders to Vacate Berth:

Orders to vacate a berth shall provide the vessel with a reasonable period in which to comply. In no case shall such order require a vessel to vacate in less than 8 hours from the time the order is issued and tendered to the vessel.

b. Penalty for Refusal to Vacate Berth:

Whenever an order to vacate a berth is made by the Port under these rules and said order is refused or not complied with in the time specified, the Port may assess a penalty dockage rate of \$250.00 per hour for each hour the vessel remains on berth after such order has been issued or tendered to the vessel.

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

(f) Assignees Liable for Damage, when:

All persons to whom berths have been assigned shall be responsible and liable to the Port for any damage occurring to such assigned property while a vessel is berthing or departing, or any damage occurring during their tenancy and occupancy. Upon the refusal, failure or neglect of any such person to accept responsibility and liability in the manner and under the circumstances aforesaid, the Executive Director may immediately revoke the assignment to any such person without notice, and may refuse the use of any wharf, berth or other facility to any such person until the Port has been fully reimbursed for any such damage.

This provision is subject to subrule 130(e).

(g) Liability of the Port on Berth Assignments:

a. Issuance of berth assignments by the Port does not warrant the depth of water alongside the assigned or substitute berth.

b. Granting of berth assignments to assignees is not an implication or a guarantee of labor to be provided to work vessels, nor allocation of sufficient labor for a maximum desired operation. Such assignment or allocation of the labor force is beyond the control of the Port.

(h) Application for Vessel Berth Reservation:

(See Notes and Conditions)

Reservation of a Berth is requested at the Port of Vancouver.

By:	Of:	On:
Authorized Individual	Agency Firm	Date
For:	Owner Of/Operated By:	
Vessel Identification	Firm	
To Present On:	As Voyage No.:	
Estimated Hour/Date		
For Loading Of:	Quantity:	
Description of Commodities/No. of Containers		

For Discharge Of: Description of Commodities/No. of Containers	Quantity:
---	-----------

To Depart On: Estimated Hour/Date	As Voyage No.:
--------------------------------------	----------------

Vessel Length Overall
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Notes and Conditions

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port of Vancouver USA tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation..

FOR PORT USE ONLY

Application Received By:	Time/Date:
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Application Approved By:	Time/Date:
--------------------------	------------

Berth Assigned:	Vessel ETA Confirmed:
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Special Crane or Cargo Handling Equipment Required:

(i) Supplement to Application for Vessel Berth Reservation:

Vessel:	LOA:	ETA:	ETD:
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Vessel Owner/Line:
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Vessel Charterer:
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To Load: Commodity Type & Amount/# of Containers	To Discharge: Commodity Type & Amount/# of Containers
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Terms of Affreightment:	Terms of Affreightment:
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Berth Desired:
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Note: Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of affreightment for any other part of the cargo.

CATEGORY OF PORT CHARGES	PARTY RESPONSIBLE FOR PAYMENT	ESTIMATED DOLLAR AMOUNT	FOR PORT USE ONLY
1 - Security Fee			
2 - Dockage			
3 - Wharfage			
4 - Service & Facilities			
5 - Handling			
6 - Standby/Dead Time			

7 - O/T Differential			
8 - Equip Rental/Man Hr			
9 - Small Lots Fee			
10 -			
11 -			
12 - Misc Services			

Total Estimated Charges: \$

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

Date:	Berthing Agent:
-------	-----------------

By:	As Agent Only
-----	---------------

Acceptance of Financial Responsibility for Payment

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

Category of Port Charges Line Item(s) No:		For Port Use Only
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By:	Name of Company	By:	Authorized Signature
-----	-----------------	-----	----------------------

Category of Port Charges Line Item(s) No:		For Port Use Only
---	--	-------------------

By:	Name of Company	By:	Authorized Signature
-----	-----------------	-----	----------------------

Category of Port Charges Line Item(s) No:		For Port Use Only
---	--	-------------------

By:	Name of Company	By:	Authorized Signature
-----	-----------------	-----	----------------------

Category of Port Charges Line Item(s) No:		For Port Use Only
---	--	-------------------

By:	Name of Company	By:	Authorized Signature
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NOTE: Pursuant to Port of Vancouver USA Tariff Rule No. 100 through 120, in all instances where the "Party Responsible for Payment" listed on the Supplement to Application for Vessel Berth Reservation has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing.

(j) Conditions of Berth Reservation:



In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies, Inc., et al. Port of Anacortes, et al., and Port of Vancouver USA Tariff #5), 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 in the 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 applicable port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125 percent (125%) of the estimated applicable charges will be required to be posted with the Port, six (6) days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.

(B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has 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 percent (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 a part of the berth reservation process, provide to the extent of his knowledge all information called for herein on this form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestations to the accuracy of the 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 to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.

(E) All estimates of port charges are subject to approval and/or adjustments 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 as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

#### 180-"Hold Harmless" Provision

All parties using Port of Vancouver dock facilities and dock equipment agree to do so entirely at their own risk, regardless of conditions, and agree to indemnify and hold the Port of Vancouver harmless against any and all liability, damage, loss, cost and expense which may accrue to or be sustained by the Port of Vancouver, its agents and employees on account of any claim, suit or action made or brought against the Port of Vancouver, its agents and employees, for the death of or injury to persons or destruction of property involving indemnitor, its employees, agents and representatives, sustained in connection with the use of said dock facilities and equipment, except to the extent that any damage, loss or injury results from the negligent acts or omissions of the Port of Vancouver, its employees or agents.

#### 182-Disposal of Vessels Oily Waste, Contaminated Garbage, Medical Waste, and/or Hazardous Waste

Vessels requiring discharge of oily waste, contaminated garbage, medical waste, and/or hazardous waste at the Port of Vancouver shall inquire of the Port's Operations Department for the name(s) of oily waste, contaminated garbage, medical waste and/or hazardous waste hauler(s) permitted by the Port of Vancouver to receive, properly transport, treat, and dispose of oily waste, contaminated garbage, medical waste and/or hazardous waste. The vessel shall arrange directly with such oily waste, contaminated garbage, medical waste and/or hazardous waste hauler(s) for such services and equipment. Payment of charges for these services and equipment provided by such oily waste, contaminated garbage, medical waste and/or hazardous waste hauler(s) shall be made directly to these haulers by the vessel, its agent, owner, charterer, or any party responsible for such payment of charges by the vessel.

Under this item, Contaminated Garbage means all APHIS regulated wastes including all kinds of victual and domestic wastes generated during the normal operation of the vessel. The oily waste, contaminated garbage, medical waste and/or hazardous waste hauler(s)

are independent contractor(s) and are not agent(s) or employee(s) of the Port of Vancouver, and as such the Port of Vancouver shall not be liable for any act, omission, or negligence of any such oily waste, contaminated garbage, medical waste and/or hazardous waste hauler. Rates and charges assessed vessels by the Port of Vancouver for use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste, contaminated garbage, medical waste and/or hazardous waste hauler permitted by the Port of Vancouver. The discharge by a vessel of oily waste, contaminated garbage, medical waste, and/or hazardous waste at the Port of Vancouver shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and Local regulations.

#### 185-Manifests Required of Vessels

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

#### 190-Point or Place of Rest

Definition: That area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of inbound cargo from shippers for vessel loading.

#### 195-Shippers' Requests and Complaints

(a) Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the Executive Secretary, Northwest Marine Terminal Association, Inc, P. O. Box 5684, Bellevue, WA. 98006

(b) In compliance with F.M.C. Docket No. 1156 General Order No. 14.

#### 198-Stevedore Contracts

(a) Care in the Performance of Operations: The Stevedore shall exercise care in the performance of its 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 Stevedore, of the vessel being stevedored or of any other party.

(b) Compliance with Fire and Safety Precautions:

The Stevedore shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations.

(c) Stevedore and Port Independent Contractors:

In any service relationship the Port and the Stevedore shall be independent contractors, each to the other, and shall not be agents, one for the other, for any purposes.

(d) Stevedore shall Ensure Efficient and Expeditious Vessel Work:

In order to ensure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the Port, the Stevedore shall:

1. Make use of the appropriate facilities and equipment furnished by the Port when practical.

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 vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operations; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.

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



(e) 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 stevedore employees, to Port property at places and in the manner as may be approved by the Port. (ii) Emergency office and telephone usage. (iii) Port equipment to the extent it is available, required, and dedicated to stevedore use.

2. All Port equipment utilized by the stevedore in performing its work is expressly understood to be under the direction and control of the stevedore and the stevedore is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the stevedore to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters.

3. All such equipment will be properly used by the stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the stevedore shall pay for the damage to such equipment.

4. 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.

5. It shall be incumbent on the stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy the stevedore that these are safe places for the access and the work to be performed. There is no representation or warranty by the Port with respect to such matters.

(f) Stevedore Warranty:

As a condition to the right to conduct business or operate on Port property the stevedore shall warrant that all its stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the stevedore and 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 stevedore shall defend, indemnify and save harmless, and reimburse the Port in respect thereto.

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

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

The stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff.

(h) Insurance:

1. The stevedore shall obtain, and shall maintain, the following insurance coverage: (i) Workmen's Compensation Insurance (including Longshoremen and Harbor Workers Act coverage) under all applicable Federal and State statutes and municipal ordinances for all the stevedore's employees performing its work, and Employers' Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.00 (ii) Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability and property in the insured's care, custody and control) against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5,000,000 for each occurrence.

2. The stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days' prior written notice of any alteration or cancellation.

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## SECTION 2

### Schedule of Miscellaneous Charges

#### 200-Checking Cargo

(a) Definition:

The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same. Checking will not include measuring, grading, scaling, or supplying any information that cannot be obtained by visual inspection of the package, case or other container.

(b) Responsibility Limited:

1. In performing the service of checking the terminal will accept no responsibility for concealed damage nor for condition of packages, cases or other container whether or not receipts issued so state.

2. Except when expressly accepted for storage, freight will only be accepted for delivery, and receipts for such freight will only be issued subject to out turn at delivery.

(c) Service Optional:

The performance of the services of checking, receiving and delivering of freight on behalf of vessels is optional and when deemed advisable the terminal may permit or require the vessel, their owners, agents or operators to perform their own services at their expense.

(d) Checking Rates:

Unless otherwise provided for, checking will be assessed at Man-Hour Rates as set forth in Item 233.

206-Cranage

(a) General Conditions:

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

Companies wishing to use the crane(s) must schedule usage no later than 3 p.m. the day prior to desired use by contacting the port's terminal manager or terminal superintendent. Modifications or cancellation must be made no later than four hours before the requested start time. Failure to modify or cancel in the time mentioned will result in the minimum charges being applied.

At its sole discretion, the port reserves the right to assign cranes.

If applicable, the following crane per hour rate includes Washington state sales tax.

(b) Liebherr mobile harbor crane(s) Hourly Rates and Minimum:

The following charges apply for use of the Liebherr mobile harbor crane(s):

	Rate per hour or any fraction thereof	Surcharge-per vessel call
Each crane	\$700.00	\$5,000.00
Two cranes	\$700 each crane	\$7,500.00

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

(c) Hourly Rates- Minimum:

Washington Whirley Crane, per hour or any fraction thereof. Two hour minimum usage required.	359.00
P&H Mobile Truck Crane, per hour or any fraction thereof. Two hour minimum usage required	359.00
Paceco Gantry Crane, when utilized on container vessel, per hour or any fraction thereof. Two hour minimum usage required.	647.00
Paceco Gantry Crane, when used for non-cellurized, conventional or breakbulk vessels, and/or river barges, per hour or any fraction thereof. Two hour minimum usage required.	359.00

209-Direct Transfer

(a) Between Open Cars and Vessel:

By "Direct Transfer" is meant the handling, loading or unloading of freight direct between open cars and vessel by ship's gear or by mechanical equipment under rental from the terminal company. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, loading or unloading, but shall be subject to assessment of wharfage. The terminal company will not be responsible for overloading or improper loading of cars nor for the condition or outturn of freight when handled by direct transfer.

(b) Box Car Alongside Vessel:

Unless otherwise specified, freight handled (loaded or unloaded) direct between vessel and box cars spotted alongside or trucked through transit shed direct between box cars and shipside without being deposited on wharf will not be considered as direct transfer freight but will be assessed the same charges to which freight would be subject if unloaded from cars to place of rest on wharf and handled from said place of rest to ship side and vice versa.

(c) Right is reserved by the terminal company to designate what and when cars may be handled alongside vessel.

212-Dockage

(a) Dockage- Definition:

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

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

(b) Dockage- Exemptions:

(1) Fishing vessels will not be charged dockage while berthed in space assigned to them by the Port.

(2) Vessels of the United States Government may, at the discretion of the Port Commission, be berthed at Port terminals without charge.

(c) Dockage Period How Calculated:

The period of time (per 24 hour period or any fraction thereof) upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, slip or other mooring facilities, and shall continue until such vessel is completely free (last line free) from and has vacated such facility.

(d) Basis for Computing Charges:

1. Unless otherwise specified, dockage charges shall be based upon the vessel's length-over-all as published in "Lloyd's Register of Ships". Length-over-all shall be construed to mean the linear distance, expressed in feet or meters, from the most forward point on the stem of the vessel to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in "Lloyd's Register of Ships" the Port may obtain the length-over-all from the "Vessel's Register", or measure the vessel.

Grain Elevator Terminal Dockage will be calculated using the vessel's gross registered tonnage as indicated in Note B below.

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

3. Vessels on a lay status, which is defined as waiting for a berth to discharge and/or load cargo, may be permitted to moor at idle terminal berths when such berths are available. Lay status permission must be obtained from the Port of Vancouver prior to vessel's arrival. Dockage charges for vessels on a lay status shall be assessed on the basis of 25 percent (for vessels under Note A) and 50 percent (for vessels under Note B) of the applicable dockage rates published in this item or a minimum of \$642.00 per 24 hour period or fraction thereof, whichever creates the greater revenue.

4. For vessels on lay status 10 consecutive days or longer a special lay status may be granted when berths are available.

(e) Dockage Rates:

Length-Overall in Meters		Rate Per Dockage Period
Over	Not Over	Note A
0	107	1,438.00

107	114	1,786.00
114	122	1,964.00
122	130	2,174.00
130	137	2,415.00
137	145	2,603.00
145	152	2,859.00
152	160	3,245.00
160	168	3,488.00
168	175	3,785.00
175	183	4,205.00
183	191	4,793.00
191	198	5,573.00
198	206	6,345.00
206	213	7,156.00
213	221	8,292.00
221	229	9,488.00
229	236	10,767.00
236	244	12,084.00
244	259	13,880.00
259	274	15,793.00
274	290	17,791.00
290	---	See Note 1

Note A: Applies to all terminals except the Grain Elevator Terminal.

Note B: Applies to Grain Elevator Terminal.

Dockage charges for the Grain Elevator Terminal will be calculated using the vessel's Gross Registered Tonnage (GRT) as published in "Lloyd's Register of Ships." Dockage will be assessed at \$0.83 per GRT for each 24 hour period or fraction thereof.

Note 1: Note A vessels exceeding 290 meters in length will be charged an additional \$2,020.43

NOTE B RATES SUBJECT TO FOLLOWING NOTES:

Note C: An additional dockage period shall not be assessed when a vessel departs from the port within the first sixty (60) minutes of a subsequent period, after the first full period.

Note D: In the event that the vessel requests, in writing, and the grain elevator chooses not to work weekends or holidays, the vessel will be granted lay status. See Item 212, Para. (d) Note 3.

(f) Vessels Docked to Repair, Shore, Outfit, Store or Fumigate:

Full dockage will be charged if and when vessel is permitted to make repairs or alterations, shore for special freight, outfit, store or fumigate while docked at wharf (See Note 1) and wharf platforms, open wharf areas or pier sheds are used in the performance of such work or for the accommodation of workmen, equipment, materials or supplies in connection therewith, charges for such use will be assessed at the rates named hereinafter. Unless otherwise specified said charges are in addition to "Dockage" and apply whether or not vessel is engaged in loading or discharging freight.

The vessel, its owners or operators and the contractors, firm or person performing the work, shall be individually and jointly liable for all proper charges assessed hereunder, and the use of such facilities for said purposes shall constitute an acceptance by them of this condition.

Costs of water, electric current (furnished in connection with equipment, special lighting, etc.) and of extra watchmen, when their services are required by the Commission, are additional to the above charges.

Note 1 - Before use may be made of any wharf facilities for the above named purposes, a permit must first be obtained from the Commission. Right is reserved to refuse such a permit, or if granted, same may be revoked either at the option of the Commission or under violation of its rules, regulations or orders. Any right granted to so use such facilities is also conditional upon the permittee complying with the requests of the Commission with respect to clearance of tracks, roadways and equipment, and limitation of loads on wharf and

on power lines, and is subject to any other conditions which may be specified in the permit.

(g) Vessels Docked to Line:

If and when a vessel is permitted to dock solely for the purpose of lining the vessel, full dockage will be levied in addition to wharfage on lining lumber passing over wharf or overside vessel.

(h) Vessels Required to Move, Vacate Dock, etc.:

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

215-Electric Current

Labor Services performed will be billed at the labor rates shown on Item 236 plus 20 percent. The Port will exercise a reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss or damage resulting from any failure or curtailment of electric service.

218-Equipment Rental

(a) Rental of Equipment Conditional:

Equipment listed below will be rented only at the risk of users and at the convenience of the Port of Vancouver.

(b) Rental Rates (Charges for use of Services of Equipment):

Unless otherwise specified, rates named are per hour or fraction thereof and may be subject to Washington state sales tax.

EQUIPMENT DESCRIPTION	RATE PER HOUR
Lift Trucks: (exclusive of operator)	
Rated Capacity up to 10,000 lbs.	47.00
Rated Capacity from 10,001 to 25,000 lbs.	81.00
Rated Capacity from 25,001 to 50,000 lbs.	94.00
Rated Capacity from 50,001 to 75,000 lbs.	138.00
Rated Capacity Over 75,000 lbs.	204.00
Heavy Tractor (exclusive of operator)	32.00
Top Pick (exclusive of operator)	257.00
Trailer (exclusive of operator)	24.00

(c) All other equipment furnished by the Port of Vancouver and not owned by it will be assessed at the actual cost incurred by the Port.

(d) No mechanical equipment may be brought for use on the terminals of the Port of Vancouver, except upon specific permission granted by the Port of Vancouver.

219-Gangway Placement, Reposition or Removal

Upon request to the Port of Vancouver, gangway placement, reposition or removal will be charged per each event to the vessel as per Section 236-Man-Hour Rates as follows:

Labor Class	Number of Straight Time Hours	Number of Overtime hours (as applicable)
Gearman	2 hours each	4 hours each
Gearman-Leadman	2 hours each	6 hours each

221-Lessee's and Renter's Responsibility

When equipment is rented or leased to others, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Vancouver, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall

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

#### 224-Free Time

##### (a) Free Time Defined:

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 of such cargo from the vessel.

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

##### (b) Computing Free Time:

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays and Legal Holidays. Free time starts at the first 7:00 A.M. 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. Freight transshipped between deep sea vessels, and involving a long and short free time period, shall be allowed the longer free time period but not the aggregate of the two.

##### (c) Free Time Periods:

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

##### (d) Assembly Time:

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

##### (e) Exceptions:

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

#### 227-Relations with Freight Handlers

##### (a) Definitions:

The term "Freight Handler" as used herein is defined to mean any person, firm or corporation engaged in the handling of freight on the wharves of the terminal company beyond end of ship's tackle, whether such person, firm or corporation acts in capacity of "stevedore" or vessel operator or agent.

##### (b) Must abide by Terminal Tariffs:

Freight handlers if and when permitted to operate on terminal must in their relations with the public charge the rates and abide by the rules and regulations prescribed in the effective tariffs of the terminal company.

#### 229-Release of Cargo Boards with or for Cargo

When available, stevedore type cargo boards maybe released to inland carriers, consignees, shippers, for delivery of boarded cargo or palletized cargo or empties for pickup of cargo for shipments. The release of boards is subject to signature, responsibility for return and agreement of inland carriers, consignees or shippers, as follows:

(a) To return cargo boards or pallets to the terminal in good order and condition within ten calendar days from day of receipt.

(b) To pay the Port of Vancouver \$54.00 per cargo board for any boards or pallets not returned at the end of the ten-day period.

#### 230-Handling



(a) Handling Defined

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

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

(b) Handling Direct Transfer:

See Item 209

(c) Right to Handle Freight Reserved:

The terminal company when equipped to perform the services of handling freight and to care for same on their terminals reserve the right in all instances to perform such services.

(d) Handling:

Where Freight handler is permitted to perform the services of handling such permission is granted specifically upon condition:

1. of freight being piled in a manner and at a place of rest designated by the terminal operator.
2. that granting of such permission does not in any manner impair the right of the terminal operator to perform the services of handling at their option.

233-Labor - Rules, Regulations, Rates

(a) Specific Rates When not Mentioned:

When services are performed by the terminal for which no specific rates are set forth in this tariff, charges for such services shall be based on the number of hours of labor involved, computed by applying the Man-Hour Rate Schedule as shown in Item 236.

(b) Rates for Labor Subject to Change Without Notice:

Rates for services involving labor, being predicated upon current wages paid labor for straight time under ordinary labor and traffic conditions, are subject to change without notice when costs of such services are increased by demands for higher wages, labor strikes, congestions or other conditions not reasonably within the control of the terminal.

(c) Use of Rate Schedule:

The Schedule of Man-Hour Rates shown in Item 236 shall be applied whenever, in this tariff, reference is made to this item, or whenever, in this tariff, reference is made to services, the charges for which are based upon cost of labor.

(d) Specific Labor Cost Services:

Specific services for which charges shall be assessed on cost of labor, as defined above, shall include without being limited to, the following:

1. All services for which rates are named at "Man-Hour" basis under specific commodity items.
2. Services of loading or unloading when such services are delayed account sorting, special checking, tallying, inspection, weighing, condition of freight or other conditions or causes not ordinarily incidental to the services.
3. Services of loading or unloading freight in packages or units of such unusual bulk, size, shape, or weight as to preclude performing such services at the specific rates named in this tariff.
4. Services of loading, unloading or transferring freight for which no specific commodity rates are provided when such services cannot be performed at the rates named under "N.O.S." items.
5. Services of loading or unloading freight to or from open ground or transferring freight between wharf and open ground.

6. Services of transferring freight between locations on wharf or between wharf and other units of a terminal, when specific rates are not provided.
7. Services in connection with cleaning, dunnaging, or preparing cars for loading.
8. Services of installing special equipment or moving or transferring equipment at the request of, or for the convenience of others.
9. Recoopering or reconditioning freight.
10. U.S. Government Inspection - When Federal Agencies, including U.S. Customs, request an inspection of containerized and non-containerized cargo, and such inspection involves the opening of the container and/or stuffing and re-stuffing or opening and closing packages of non-containerized cargo, the service will be billed for the account of the cargo at Labor Plus 25 percent and equipment rates as shown on Items 206, 218 and 233. This service will be billed in 1/4-hour increments. In addition, one-yard rehandle charge will be assessed for each container inspected that is moved from and returned to the container yard by the Port. (See Item 427)

(e) Materials and Supplies:

Materials and supplies will be charged for when supplied by the terminal in addition to charges for other services provided.

(f) Minimum Hours:

When the terminal is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under Labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at the "Man Hour" Schedule of Rates shown in Item 236.

(g) Standby or Waiting Time:

When labor is ordered for a specified time and is on the job ready for work, or having started work, is delayed for period of or exceeding 15 consecutive minutes at any time during that work, such delays being caused through no inability or fault of the terminal operator, Standby or Waiting Time for the men will be assessed at the "Man-Hour" Schedule of Rates shown in Item 236.

(h) Overtime & Commodity Penalty Time, Costs Additional to Rates:

1. Commodity Penalty wages are those established by prevailing labor agreements for the handling of certain types of commodities by certain classifications of labor. Commodity Penalty wage scales are based upon Straight Time, Overtime, and are in addition to other wage scales under such time.

2. Rates shown in this Tariff under specific commodities or "N.O.S." items are predicated upon the work being performed under the basic Straight Time wage scale. To the amount due for accomplishment of such services under the rates as named shall be added all Overtime Wage Differentials and Commodity Penalty costs (See Note).

NOTE: Unless otherwise excepted no service involving Overtime, nor any time requiring a minimum number of hours under prevailing labor agreements, shall be performed by the terminal until:

The terminal is furnished with a written order authorizing the service under the time as noted above. The additional costs for performing such service under these circumstances will be assessed against the party authorizing same.

(i) Equipment Rental:

When equipment is furnished by the terminal in connection with services, the charges for which are based on the cost of labor as shown herein, charges for the rental of such equipment shall be based upon the rates as set forth in Items 206 and 218 of this tariff.

(j) Freight in Connection with Trucks, Drays or River Carriers:

Unless otherwise excepted, prior arrangements must be made with the terminal and full wage cost of checker, based on Schedule of "Man-Hour" Rates in Item 236, authorized by shipper, consignee or carrier when freight for which the terminal is required to give or take receipts, is to be delivered to, or received from, trucks, drays or river carriers on Saturday, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of overtime to checkers is necessitated.

Exception:

At the convenience of the terminal, arrangements may be made whereby seasonal commodities (fresh fruit, etc.) in their respective seasons, may be received during other than regular working hours without extra cost.



(k) Arrangements for Vessels Working During Other Than Regular Hours:

Vessels, their owners, operators or agents, must make prior arrangements with the terminal when freight is to be loaded or discharged on Saturdays, Sundays, Holidays or during other than the hours between 8:00 A.M. and 5:00 P.M. Vessels loading or discharging freight on Saturdays, Sundays, Holidays or during other than the hours between 8:00 A.M. and 5:00 P.M., must authorize through their owners, operators or agents, the employment of all labor when conditions necessitate their employment.

Rates per Man per Hour:

1. The rates named in this schedule are predicated upon current wage scales established by existing labor agreements or awards. They are, therefore, subject to adjustments comparable to any increases or decreases which may be allowed under new awards.
2. No Labor other than classified in this schedule will be furnished except by special arrangement with the terminal.

(m) Wage Rate:

Straight time, overtime and 2rd shift rates are shown in item 236 in the respective columns.

236-Man-Hour Rate

SCHEDULE OF MAN-HOUR RATES

The following rates apply for work performed for vessels, their owners or operators and for dock labor requested to perform work for other than that used in direct support of vessels loading or discharging cargo:

Labor Class	Straight Time Rate	Overtime, Weekend & Holiday Rate	Second Shift Rate
Basic Longshore	86.32	115.41	105.70
Skill 1	90.80	122.12	111.68
Skill 2	95.03	128.48	117.33
Skill 3	97.14	131.64	120.15
Registered Clerk or Supervisor	90.80	122.12	111.68
Computer Clerk	95.03	128.48	117.33
Chief Supervisor	97.14	131.64	120.15
Walking Boss	113.47	154.33	140.71
Lead Gearman	99.01	134.44	122.63
Lead Mechanic	103.76	141.57	128.97
Sweeper	90.55	121.77	111.36

Typical Jobs

Basic Longshore: Dockman, holdman, frontman, auto driver, shoveller, lasher, longshore clerk

Skill 1: Bulldozer operator, crane chaser, regular (<15t) lift driver, button pusher, gang boss, skilled holdman, hatch tender, truck driver, switchman, boatman

Skill 2: Payload operator, heavy (>15t) lift driver, loci operator, crane mobile/shipboard/munck/whirly

Skill 3: Top pick, reach stacker, container gantry crane, mechanic

Computer clerk: Kitchen clerk, berth agents, gearman

Not included are lap hours, guarantees or penalty rates

239-Loading/Unloading

(a) Loading and Unloading Defined:

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

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

(1) Truck Loading/Unloading Rates:

Cargo, N.O.S.:	18.39 per 1,000 Kilos
Minimum Loading/Unloading charge	167.35 per truck

Iron/Steel Products: N.O.S.

under 10,000 Kilos	231.72 per truck
10,000 Kilos to 22,680 Kilos	283.21 per truck
over 22,680 Kilos	342.42 per truck

Coils, Hot rolled, Cold rolled, Skidded & Non-Skidded

1 to 3 coils per truck	148.05 per truck
4 to 6 coils per truck	211.12 per truck
7 and over coils per truck	242.01 per truck

Pipe, bundled

22,499 Kilos and under per truck	257.46 per truck
22,500 Kilos and over per truck	311.54 per truck

Pipe, loose

22,499 Kilos and under per truck	283.21 per truck
22,500 Kilos and over per truck	342.42 per truck

Lumber, Export/Import	12.15 per 1,000 FBM 5.16 per C/M
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Poles, Piling Creosoted, Export	5.03 per 1,000 Kilos
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Millwork, Finished, N.O.S: Moldings, Hardwoods, Siding, Door Headers, Jambs, Stops, Casings, Windows, Stairs Parts, Trim, Doors, Handles & Dowels. In Crates or Bundles. Minimum Loading/Unloading	14.42 per 1,000 Kilos 96.13 per truck
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Plywood, Corestock, Veneered Wood, Hardboard, Export & Import Minimum Loading/Unloading	10.29 per 1,000 Kilos 96.13 per truck
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Pulp, Paper or Wood in rolls or bales	11.56 per 1,000 Kilos
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All above rates subject to Notes 1, 2 and 3

Note 1: Lumber stickers provided by the terminal to trucks for use in loading and/or stowing cargo will be charged for at the current price of material furnished and will be additional to the truck loading charge.

Note 2: Truck weighing will be performed when requested. The charge shall be \$8.74 per weigh and a copy of the weight ticket will be provided.

The terminal does not certify the accuracy of the scale weight on the scale ticket.

Note 3: Above charges based on labor required to load or unload trucks up to and including one-half (1/2)-hour time. Labor required to perform truck loading or unloading in excess of one-half (1/2) hour time will be charged for on a man-hour basis and equipment rental basis as per Item 236 and 218 respectively.

No assessment of charges will be made when truck driver performs his own tailgate loading or unloading service and the terminal does not provide any labor or equipment to the truck driver performing the service.

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

ment rental basis.

(b) Loading Direct Transfer

See Item 209

(c) Car Blocking and Dunnage Car stakes, lumber, material and labor used in blocking and dunnaging goods in cars shall be charged against the freight loaded at current price of material plus labor. (See Item 233). This charge is in addition to the regular loading charge.

(d) Car Demurrage

See Item 122

(e) Right to Load and/or Unload Freight Reserved

The terminal company where, equipped to perform the service of loading and/or unloading freight reserves the right in all instances to perform such services.

(f) Loading or Unloading Delays

Loading and Unloading which is delayed on account of sorting, special checking, marking, tallying, etc., will be charged on Man-Hour Schedule of Rates. (See Item 233).

240-Maritime Fire and Safety Association

The Maritime Fire and Safety Association (MFSA) has been formed by agencies and firms located on the Columbia and Willamette River System. The purpose of this Association is to enter into contracts with local fire districts along the river system to provide marine fire response and to supply training and supplies to combat marine fires. To fund this Association, a harbor fee of \$115.00 per vessel will be assessed each vessel upon its arrival at a participating Association member's facility. Only one MFSA harbor fee will be payable for each entry into the river system; it will be assessed at the first member facility called upon.

242-Marking and Stenciling

Marking:

Marking is a charge for removing former marks and marking any number of packages which cannot be conveniently stenciled.

Stenciling:

Stenciling packages with the same name, number or mark for which a stencil can be used. Material plus labor (See Item 233) will be charged.

245-Metric Conversions

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

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

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

Conversion

Kilograms to lbs.	Multiply Kilograms X 2.2046 lbs.
Lbs. To Kilograms	lbs. Divided by 2.2046
Cu. Meters to Cu. Feet	Multiply Cu. Meters X 35.314
Cu. Feet to Cu. Meters	Multiply Cu. Feet X 0.0283
Feet To Meters	Multiply Feet X .3048
Meters to Feet	Multiply Meters X 3.281

Metric Equivalents:

1 Kilo =	2.2046 Pounds
1 Pound =	0.4536 Kilos
1 Cubic Meter =	35.314 Cubic Feet
1 Cubic Foot =	0.0283 Cubic Meters
1,000 ft. B.M. =	83.333 Cubic Feet
1 Cubic Meter =	423.768 Ft. B.M.

246-Seafarers Center

The voluntary dues and assessments levied by Fort Vancouver Seafarers Center, a schedule of which is on file with the Federal Maritime Commission, representing the charges of that non-profit organization for recreational, cultural, etc. services and facilities available, without discrimination to seamen of vessels of all countries visiting the Port of Vancouver.

247-Security Fees

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 Vancouver 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.

Minimum Port Security Fee - \$325 per vessel per day.

248-Minimum Charges

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

Wharfage	120.33
Handling	38.23
Service & Facilities	36.41

249 - Small Lots Fee

A charge of \$111 will be assessed against Inbound Wood Products and Iron or Steel for bills of lading below 20 metric tons.

250-Passenger Traffic Services

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to passenger traffic vessels. If this event is a continuous trip on a vessel from Vancouver and returning to Vancouver, only one fee applies.

Embarking and/or disembarking passenger fee	3.32
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251-Service & Facilities

Service and Facilities Charge is the charge assessed against ocean vessels, their owners or operators (See Item 120) 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 (See Item 200), care custody, and control of cargo required in the transfer of cargo: (See Note 1 )

(a) From vessels to consignees, their agents or connecting carrier, or

(b) From Shippers, their agents or connecting carriers, to vessels.

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

No person other than the terminal shall be permitted to perform the services covered by this definition.

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

Service and Facilities Charge Rates (See Notes 1, 2, 3 & 4)

Unless otherwise specified under individual items, rates named herein are per kilo ton of 1,000 kilos.

ALL TRADE ROUTES	INBOUND	OUTBOUND
All Freight, NOS	33.01	20.72
Direct Transfer	5.06	5.06
Overside: 50% of applicable rate		

Unitized Cargo (See Note 3 & 5)

Each Unit Weighing

1,000 - 2,000 kilos	20.39	15.88
2,001 - 3,000 kilos	17.88	14.90
3,001 - 7,000 kilos	14.25	14.25
7,001 kilos or more	10.40	10.40
Automobiles, Vehicles, S.U. - on wheels, per vehicle (Autos, Pickup Trucks, Van, Tractors, weighing 3,000 kilos or less per vehicle)	32.65 per unit	32.65 per unit
Automobiles, Vehicles, Used, S.U. - on wheels, per vehicle (Autos, Pickup Trucks, Vans)	64.95 per unit	64.95 per unit

Iron or Steel Products (See Note 2)

Each unit weighing under 1,000 kilos	28.50	17.85
Each unit weighing 1,001-2,000 kilos	18.97	14.74
Each unit weighing 2,001-3,000 kilos	16.61	13.86
Each unit weighing 3,001-7,000 kilos	13.22	13.22
Each unit weighing Over 7,001 kilos	9.65	9.65
Lumber and Lumber Products in bundles, Poles, Piling, Posts and Cants, per 1,000 FBM (Brereton)	16.31	6.41
Poles, Piling, Creosoted	8.94	3.20
Plywood, Corestock, Veneered Wood, Doorskins in bundles.	17.68	10.49

(Intercoastal Lumber & Lumber Products - See Item 510)

Paper and Paper Products, as described in Item 349 & 357	6.22	6.22
Bulk Liquid Cargo from or to Vessel or Barge direct through pipeline: Liquid, NOS	2.61	2.61

Caustic Soda / Sodium Hydroxide

0 - 40,000	2.61	2.61
40,001 - 65,000	2.24	2.24
65,001 - 95,000	1.84	1.84
95,001 - 120,000	1.46	1.46
120,001 and over	1.07	1.07

NOTE 1: Service and Facilities Charge does not include any cargo handling, loading nor unloading operations, nor any labor other than that which is essential to performing the service and does not include the furnishing of Supercargoes, Supervisors or Clerks, which by custom of the Port, are normally employed the vessel, it's agents, operators or owners.

NOTE 2: When total steel cargo handled during calendar year reaches 15,000 metric tons via any steamship line, service and facilities charges will be open to negotiation as to rates and payment for balance of the year upon application by such carrier.

NOTE 3: Unitized Cargo is defined as that cargo which is prepared or packed in such a manner that it can be handled routinely with Port mechanical equipment. If the unit consists of separately packaged elements, it will be documented on a per unit basis and will maintain that single unit identity at the Port (e.g., units will not be checked by or broken into component elements).

NOTE 4: When lumber is loaded in quantities of 3,500,000 FBM or more to a single vessel, Service and Facilities Charge rates will be open to negotiation with the party paying these charges.

NOTE 5: Unitized cargo will be calculated as entire bill of lading weight divided by total number of units in the bill of lading.

#### 254-Shunting Railcars Alongside Vessels

When the terminal is required to shunt railcars alongside vessels by means of mechanical equipment, charges for same, including wages and operators on Man-Hour Schedule of Rates (Item 236) and rental of equipment at rates named in Item 218 series, shall be assessed against the ocean vessels, their owners and operators.

#### 257-Terminal Storage

##### Terminal Storage - Defined

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, ship side storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.

(a) At the option of the terminal operator, subject to Paragraph 3 below, when arrangements are entered into prior to the expiration of Free Time (See Item 224) time storage will be permitted on in transit cargo interchanged with or between water carriers at the rates named in this item.

When conditions permit the acceptance of cargo for time storage and at the discretion of the terminal operator, cargo may remain where already placed or may be moved and stored elsewhere on terminal facilities.

When request for time storage is not made prior to arrival of cargo at the terminal and additional handling is required to move and/or repile cargo for storage, all labor and equipment in connection therewith will be assessed at rates named in Item 233.

(b) Storage Charges do not include insurance of goods:

(c) Storage, Liability: See Item 130

(d) Storage, Right to Terminate:

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

(e) Bonded Storage:

Bonded storage rates are 50% additional to storage rates named herein. Minimum charge is \$75.00 per month. All charges to move goods from one location to another for storage in bonded lockers will be additional. Customs officer's services for receiving or delivering shipments, or for inspection of goods, will be billed at actual cost.

(f) Storage Rates: (See Note 1)

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

2. Outside Storage:

A. Cargo N.O.S. - (See (f) 1); or Iron/Steel products - per metric ton

1 - 20 Days	No Charge
21 - 45 Days	0.10 per day
46 - 90 Days	0.13 per day
91 - 120 Days	0.18 per day
121 and over	0.45 per day

B. Wood Products - per 1,000 FBM Scribner

1 - 20 Days	No Charge
21 - 45 Days	0.07 per day
46 - 90 Days	0.09 per day
91 - 120 Days	0.12 per day
121 and over	0.15 per day

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

3. Covered Areas / Inside Storage

A. Cargo N.O.S. - (See (f) 1 ); or Iron/Steel products – per metric ton

1 - 10 Days	No Charge
11 - 30 Days	0.14 per day
31 - 60 Days	0.17 per day
61 - 90 Days	0.22 per day
91 - 120 Days	0.30 per day
121 and over	0.60 per day

B. Wood Products

Days	Panel Products per metric ton	Lumber Products per MBF	Lumber Products per C/M
1 - 10 Days	No Charge	No Charge	No Charge
11 - 30 Days	0.11 per day	0.11 per day	0.05 per day
31 - 60 Days	0.15 per day	0.15 per day	0.07 per day
61 - 90 Days	0.20 per day	0.20 per day	0.09 per day
91 - 120 Days	0.30 per day	0.30 per day	0.13 per day
121 and over	0.64 per day	0.64 per day	0.27 per day

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

D. Automobiles, Vehicles, S.U. - on wheels, per vehicle (Autos, Pickup Trucks, Vans, Tractors) 0.61 per unit per day

4. When applicant specifies or cargo requires specialty storage or protection, there will be an assessment, in addition to the storage rates which assessment will be commensurate with the service performed.

5. Storage charges will be assessed on weight, measurement, and/or FBM as provided by the vessels manifest.

6. Minimum storage charge per month:

\$75.00 per customer account

Note 1: Subject to availability of storage space as determined by the terminal operator.

(g) Storage Under Strike Conditions:

When, due to the occurrence of a general waterfront strike of five or more calendar days, merchandise cannot be removed from Port premises, the following provisions will apply:

1. Merchandise on Free Time:

Merchandise on free time on the day the strike commences shall be continued on free time until the free time allowance provided in Item 224 of this tariff is expired. No extension of free time is intended or provided under this rule. Upon expiration of free time such merchandise will become subject to charges described in Paragraph (2) of this item.

2. Merchandise on Demurrage or on Expiration of Free Time:

Merchandise on Demurrage the day said general waterfront strike begins or merchandise whose free time expires that day or during the strike period shall be subject to storage charges at the rates provided in Paragraph (f) of this item.

### 3. Merchandise in Storage:

Merchandise in Storage prior to commencement of said general waterfront strike shall be continued in that status subject to the charges specified therefore in this tariff.

### 4. Charges Applicable After Strike End:

Strikebound merchandise remaining on Port premises following the end of the strike shall be subject to Wharf Demurrage (Item 269) unless prior arrangements have been made with the Port for other status.

#### (h) Space Rental:

For any customer requiring over 30,000 square feet of covered storage on a continuous basis, space rental negotiation may be permitted.

#### 258-Long Term Storage

When cargo remains on terminals or in warehouses one calendar year, cargo may be moved at cost to the cargo (i.e. importer/exporter) to a long term storage location within the Port of Vancouver. All labor and equipment in connection therewith will be accessed at rates named in Item 233 and the man-hour rates as published in the tariff. The rate for long term storage is negotiable.

The customer must make arrangements with the Port of Vancouver if continued storage is required after the 365th day of long term storage.

#### 260-Fresh Water

Fresh Water Furnished Vessels:

Rate: First 100 Cu. Ft. or fraction thereof Minimum Charge \$466.09

Each additional 100 Cu. Ft. or fraction thereof at \$1.32 per 100 c/f

Rates include couplings, hoses and labor required for hookup during working hours of 8:00 A.M. - 5:00 P.M. Monday thru Friday excluding Holidays.

Request and labor for water and hookup during overtime hours will be billed at a rate of \$1,511.03 per first 100 Cu. Ft. plus each additional 100 Cu. Ft. or fraction thereof at \$1.32 per 100 c/f. (Compute: 7 1/2 gallons per Cu. Ft. or 32 Cu. Ft. per 2,000 lbs: 8 1/3 lbs. Per gallon or 62.4 lbs per Cu. Ft.)

#### 263-Weighing or Measuring

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

#### 266-Wharfage

##### (a) Wharfage- Definition:

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

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

##### (b) Wharfage - Direct Transfer: See Item 209

##### (c) Freight Not Loaded to Vessels:

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

##### (d) Wharfage Limitations:

One wharfage charge is assessed for each inbound or outbound movement of cargo. Wharfage will not be charged on cargo (over-stowed) which a vessel discharges and reloads prior to departure, in order to load or discharge cargo transiting the Port of Vancouver, U.S.A.



(e) Unless otherwise specified under individual commodity items, all freight loaded or discharged overside a vessel directly to or from another vessel, barge, lighter, raft to or from water while vessel is berthed at wharf shall be assessed one-half the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(f) Wharfage on Ship's Stores:

Ship's stores, fuel handled overside vessel and repair materials and supplies, all when intended for vessel's own use, consumption or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same. Fuel handled over wharf, ballast, dunnage for cargo, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(g) Wharfage Rates:

Except when specifically provided below, rates covering wharfage are named in the specific commodity items named in Section 3 of this tariff.

Rates in cents per ton of 1,000 kilos (Unless otherwise specified)

Liquids N.O.S. in Bulk, from or to vessel or barge direct through pipe line:

A - Inland Waterway	.50
B - Coastwise	.50
C - All Other	1.49

Caustic Soda/Sodium Hydroxide

0 - 40,000	.50
40,001 - 65,000	.43
65,001 - 95,000	.36
95,001 - 120,000	.30
120,001 and over	.23

Rates in Cents per Barrel. U.S. (158.97 Liters)

Oil, Petroleum; crude; diesel; gasoline and miscellaneous petroleum oils, conveyed through pipeline to or from vessels or barges.

Volume - Barrels per Year		
From	Including	Rate
1 -	250,000 barrels	.088 cents per barrel
250,001-	500,000 barrels	.078 cents per barrel
500,001-	750,000 barrels	.068 cents per barrel
Over 750,000 Barrels		.058 cents per barrel

269-Wharf Demurrage

Wharf Demurrage:

A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. (See Item 224).

Except as otherwise provided in Note 1 below, and unless accepted for storage, after expiration of free time as defined in Item 224 Series, Wharf Demurrage will be assessed at the following rates:

Per day, per 2,000 lbs. (907.2 Kilos) or 40 cu. Ft. (1.132 cu. Meters) whichever produces the greater revenue.

	First 5 Days:	After 5 Days:
All Freight NOS - Inbound	.89 cents	.89 cents
All Freight NOS - Outbound	.89 cents	.89 cents

Minimum Wharf Demurrage Charge will be 71.49

Note 1 - Vehicles - Wharf Demurrage - after expiration of free time, will be assessed at \$4.77 each per day.

SECTION 3

SCHEDULE OF RATES

300-Classification of Traffic

Vessels, the trade routes in which they operate 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 shall be subject to the rates, conditions and exceptions governing the respective trade classification whether cargo is moving on through rates and/or through bills of lading.

(a) Offshore Traffic:

All cargo moving in trades not otherwise specifically defined herein.

(b) Transpacific Traffic & Transpacific Transcontinental Traffic:

All cargo moving across the 170th Meridian of West Longitude and originating or destined points west of said Meridian between Vancouver, Washington or when moving to or from originating or destined points in the United States (also points in Canada located east of the province of Saskatchewan.)

(c) Alaskan Traffic:

All cargo moving between Vancouver, Washington and ports of Alaska and British Columbia.

(d) Intercoastal Traffic:

All cargo moving between the Pacific Coast and Atlantic or Gulf Coasts of the United States including ports of Puerto Rico and Virgin Islands.

(e) Coastwise Traffic:

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

(f) Inland Waterway Traffic:

All cargo which originates on and is destined to points on or near the Columbia or Willamette Rivers and their tributaries. It does not include any commodity or cargo transhipped from or to any offshore or salt water vessel.

KEY TO COLUMN HEADING

ITEM NOS

Column "W"	Wharfage Rates	266
Column "L"	Rail Car Loading and Unloading	239
Column "H"	Handling Rates	230

Rates are per ton of 1,000 kilos, unless otherwise specified in individual items.

302

Freight NOS (Subject to Notes 1 & 2). All Trade Routes W/M whichever produces the greater revenue.

	W	L	H
Export, W/M	11.19	77.57	67.28
Import, W/M	11.19	77.57	67.28

304

	W	L	H
Aluminum, viz: Cable, Electric on Reels	10.67	---	18.04
Sheet, Ingots, Pigs, Slabs or T-Bars, unitized for mechanical handling	10.67	34.26	14.36

NOTE 1: When unitized or palletized for mechanical car loading or unloading in units of not less than 1,000 kilos, \$23.80 per 1,000 kilos.

NOTE 2: When unitized or palletized in units of not less than 1,000 kilos and suitable for mechanical handling to or from ships gear, the

handling rate shall be \$31.78.

306

	W	L	H
Automobiles, pickups, vans: used, S.U. Per Vehicle	32.86	107.77	51.98
All other wheeled or tracked Vehicles, (See Note 1)	13.71	---	---
Automobiles, Pickups, Vans: new unused: Import/Export for dealers discharged from auto carriers; per vehicle. Vehicles per 12 month period by account:			
1 to 15,000	15.16	---	---
15,001 to 25,000	12.44	---	---
25,001 to 29,999	11.01	---	---
30,000 and over	7.13	---	---

310

	W	L	H
Bulgur, Blended Food products, Cornmeal, Flour, Rolled Oats, Rolled Wheat, in bags or sacks	7.13	27.83	40.80
Unitized on shippers pallets and not requiring boarding, reboarding or use of manual labor.	---	---	20.42

NOTE 1: Use Man-hour rates as per Item 233 (c).

NOTE 2: Handling rate applies for 8-hour weekday work excluding all over-time shifts.

NOTE 3: Rates for handling bulk commodities will be quoted by the port upon application, and shall be based upon type of commodity, quantity involved, services required and level of wages prevailing at time of quotations. Rates so quoted will be based on 16-hour daily operation and will include Handling, Service and Facilities Charge and Overtime costs, etc.

320

	W	L	H
Fertilizer, NOS, Phosphates, Nitrates and other Chemical or prepared Fertilizer, in bags or other containers	11.19	61.13	67.89
Discharged on shipper's pallets and not requiring boarding, reboarding or use of manual labor	11.19	30.59	33.96

336

	W	L	H
Iron or Steel Articles, NOS	9.83	73.90	38.32
Iron or Steel Articles NOS in bundles; palletized or unitized for mechanical handling	9.83	49.92	23.53
Pipe	9.83	49.92	19.77
Pipe, in bundles or packages of not less than 1,000 kilos each (See Note 3)	9.83	49.92	16.18
Bars, Billets, Blisters, Blooms, Ingots, Angles, Channels, Rail, Pile, Pigs, Slabs, Coils, Plates, Sheets and Beams, in bundles or packages of not less than 1.000 kilos each (See Note 3)	9.83	22.06	14.74

340

	W	L	H
Lumber, cutstock, NOS, per 1,000 FBM (outbound)	7.15 (2)	(M)	15.02
Lumber, cutstock, NOS, per 1,000 FBM (Inbound)	6.84	(M)	34.24

342

	W	L	H
Machinery, shipments of not less than 500 cubic meters per vessel	11.19	(M)	(M)

345

	W	L	H
Millwork, Finished, NOS: Moldings, Hardwoods, Siding, Door Headers, Jambs, Stops, Casing, Windows, Stair Parts, Trim, Doors, Handles & Dowels in crates or bundles	9.95	67.22	51.00

(M) Man-Hour rates apply - See Item 233, Para. (c)

(1) Units/pieces weighing 3,000 kilos or more use rate of \$11.54 per 1,000 kilos.

(2) When in any calendar year, lumber for export originating from a single shipper exceeds 1,000,000 FBM, wharfage rates will be open to negotiations with the party paying these charges.

(3) See Note 5 on Item 251.

349

	W	L	H
Paper and Paper Products, NOS	6.67	35.32 (1)	31.95
Print, Wrap, Linerboard & Pulpboard	6.67	30.43 (1)	26.98

352

	W	L	H
Pig Metals, in Bars, Blister, Ingots Slabs or Pigs (Except Aluminum, Iron & Steel)	10.67	36.85	28.72
Unitized or palletized loads of not less than 1,000 kilos. (See Note 3)	10.67	18.45	14.36

354

	W	L	H
Piling, per 1,000 FBM (Brereton)	6.84	(M)	(M)
Cants, Softwood, per 1,000 FBM, (Brereton)	6.84	(M)	23.64
Logs, Softwood, per 1,000 FBM, (Scribner)	11.99	(M)	(M)
Poles, Piling, Creosoted	3.59	(M)	(M)

355

	W	L	H
Plywood, Veneered Wood, Wood Hardboard, Particle Board, Panels, Doorskins, Lumbercore, Platform Blanks & Blockboard	6.75	17.21 (2)	27.59

(M) Man-Hour rates apply - See Item 233, Para. (c)

(1) When in jumbo rolls (300 kilos) or more, or unit loads, properly arranged for mechanical unloading, the rate is \$17.25. Unitized other than jumbo rolls \$28.61.

(2) Crates/bundles weighing 800 kilos or less add 50% to rate for car loading.

(3) See Note 5 on Item 251.

357

	W	L	H
Pulp, Paper or Wood in rolls or bales, except wet laps, or wet lap screenings			
(Subject to notes 1, 2 & 3)	4.87	25.54	22.53
(1) If 3-7 railcars are received on one day, the rate shall be		11.32	
If 8-14 railcars are received on one day, the rate shall be		9.26	

(2) Pulp originating from South America is subject to negotiation			
(3) Exported Rolled Pulp is subject to negotiation			

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SECTION 4

SCHEDULE OF CONTAINER RATES

400-Application

The provisions in this section apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers.

402-Definitions

CONTAINER

The term "Container" means:

1. A single rigid, intermodal, non-disposable dry cargo, insulated, refrigerated, flat rack, liquid tank or open top container, demountable, without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized cargo aboard its vessels.
2. 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.

404-Containerized Cargo

Cargo received in a container which is in transit intact between vessel and inland carrier.

406-Container Yard (CY)

The location designated within the Terminal where:

1. Containers in transit between vessel and inland carrier are temporarily held or assembled, and
2. Loaded or empty containers are received from or delivered to inland carrier.

408-Container Freight Station (CFS)

1. The location or locations designated by the Terminal for the receiving and delivery of shipments, assembly, and packing and unpacking of containers.
2. On-dock CFS is defined as CFS constructed adjacent to CY, which permits containers to be worked between CY and CFS with carrier or other yarding equipment.

410-Loss or Damage, Containers and Containerized Cargo

In performing the services covered by this tariff, the Terminal Operator will accept responsibility for loss or damage to containers and containerized cargo when caused by its employees or others retained by the Terminal Operator to accomplish the services or functions herein contained, and 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 Terminal Operator for cargo lost or damaged.

The Terminal Operator 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.

412-Re-handling

Re-handling is the extra handling of a container not provided for elsewhere in this section. Re-handling is the extra sorting of a container to CY space, extra stacking or unstacking, or extra movements into or out of holding area. The charge for re-handling applies each time a container is subject to additional movements.

414-Transshipped Export Cargo

On Transshipped containerized export malt or barley originating in Vancouver and moving to other ports for actual vessel loading, the port will assess \$27.84 per container to prepare the necessary interchange documentation.

If an equipment interchange is required when receiving and / or delivering empty or loaded containers, a report will be issued for a charge of \$26.71.

#### 416-Unitized Cargo

Means cargo secured to pallet or skids, when the individual component shipping packages are banded or otherwise securely held together to form a single unit that has been prepared by the shipper and which can be handled with mechanical forklift equipment as one unit.

#### 417-Container Monitoring Temperature Checks

The service of checking proper temperature levels and operation of containers equipped with integral refrigeration units when plugged into Port electrical facilities.

#### 418-Special Rates

Project rates and commodities requiring a customized service will be quoted upon request, and rates will be lawfully filed.

#### 419-Container Status Location Report

When a container owner or his agent requests an inventory report such report will be issued daily covering such information as: Carrier's name, number, size, individual container identification, and the physical location of the container.

#### 420-Chassis Interchange and/or Inspection

A. This charge pertains to receipt/delivery interchange of a bare chassis.

B. This charge includes the labor cost only of a bare chassis inspection, not any maintenance or repairs.

#### 421-Subsorting

When sorting beyond bill of lading mark required, an additional charge of \$15.32 per 1,000 Kilos will be applicable.

#### 422-Blocking and Bracing

Materials for blocking, bracing, or shoring will be billed at cost plus 10% plus tax and are in addition to named rates.

#### 423-Service Performed On First Shift Basis

Services performed at hours other than first shift weekday will be subject to charges provided in Item 233, Para. (M).

#### 424-Advanced Booking

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

#### 425-Services Performed For Ocean Carrier

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

#### 426-Information To Be Scheduled

In addition to other references in this tariff, the vessel, through its employees, agents and customs brokers, shall give the Port of Vancouver 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: Vessel Manifest, five (5) days prior to arrival Dangerous Cargo List, prior to arrival Reefer Container List, prior to arrival Vessel Line Up and Vanning Instructions for Export

#### 427-Rates

(1) Handling	Per unit
Loaded or empty containers at least 20' but not over 45' Handling containers between inland conveyance and container yard or container freight station	103.11

Handling containers between container yard and container freight station	158.08
Handling containers between container yard or container freight station on ship's tackle	158.08
Handling containers between barge and container yard or container freight station	185.57
Re-handling containers as defined in Item 412	106.93

(2) Wharfage - Loaded containers	
20'-39'	40' and over
131.51 per container	176.98 per container

#### Empty Containers

Overall Length in Feet		Rates	
Over	Not Over	Wharfage	Service Charge
0	22	24.25 per unit	None
22	50	28.02 per unit	None

(3) Service and Facilities Charge - Applicable only on cargo loaded to container or cargo unloaded from containers on the terminal.

Apply rates named in Item 251.

#### 428-Direct Transloading of 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. No sorting, segregating or breakdown of cargo will be performed under this operation. Subject to Notes 1, 2, 3 and 4.

Transloading Cargo To or From	Rates Per Container		
	(1)	(2)	(3)
20 or 24-foot Containers NOS	354.63	424.84	561.81
35 or 40-foot Containers NOS	383.72	488.79	687.07

(1) Cargo stored on pallets, slip sheets, skid sheets, skids that can be transferred with the use of a lift truck.

(2) Cargo that is 0.06 cu. Me. (2 cu. Ft.) or greater per carton that can be easily transferred with the use of rollers.

(3) Cargo smaller than 0.06 cu. Me. (2 cu. Ft.) per carton or that is not easily transferred with the use of rollers.

NOTE 1: Charges will be billed to party requesting the service.

NOTE 2: Rates and service in this item will not apply on bulk commodities.

NOTE 3: When cargo comes to a place of rest on a dock or platform, rates in this item will not apply. Car loading or unloading rates and container stuffing or unstuffing rates as elsewhere published herein apply.

NOTE 4: At the option of Director, Terminal Services, man-hour rates as published in Item 236 will be used due to circumstances based upon volume, type of cargo and services required.

#### 429-U. S. Government Inspection at Port CES (Customs Exam Station)

When Federal Agencies, including U. S. Customs, request an inspection of containerized and non- containerized cargo, and such inspection involves the opening of the container and/or unstuffing and restuffing, or opening and closing packages of non-containerized cargo, the service will be billed for the account of the cargo or his agent at man hour rates. They are to be billed in 1/2-hour increments. Materials will be billed at cost plus 10% plus tax. Second and third shift, and overtime examinations: second and third shift differential, overtime differential, and any standby time will be added to above rates.

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

Loose Cargo If applicable, man hours, equipment, and materials will be charged.



430-CFS Rates

Break Bulk Containers:

The Terminal Operator will perform the loading and unloading of containers at it's Container Freight Station Locations. TRUCK LOADING AND UNLOADING at the container freight stations will be invoiced to the truck line requiring or requesting the service per Item 418.

Break Bulk Containers. Vanning, Devanning CFS

Rates are metric ton of 1,000 Kilos, unless otherwise specified: (See note 1)

Cargo NOS: per 1,000 Kilos or cubic meter	81.18
Linerboard, Paperboard in rolls (minimum weight 300# per roll)	30.52
Lumber per 1,000 bd. Ft.	52.30
Metals, Viz: Bars, Pigs, Ingots, Slabs, Tubs in bundles or packaged suitable for mechanical handling (Note 1 will not apply)	25.51
Reels Wire	45.82

NOTE 1: For unitized cargo, deduct \$5.04 per 1,000 Kilos

NOTE 2: When containers require only partial unstuffing, charges will be billed at man-hours, Item 236, plus cost of movement of container to CFS.

NOTE 3: Rates will apply when no more than six bills of lading per twenty-foot equivalent are sorted. For 7-18 bills of lading, an additional \$25.39 per additional bill of lading applies. For 19 and over, an additional \$48.64 per bill of lading over 19 applies.

Service Includes

- A. Checking shipments as received for count, package condition, weight, and cube.
- B. Executing receipt for each shipment as received, noting any visible exceptions, and providing copy to ocean carrier and inland carrier as required.
- C. Moving shipment into a container and utilizing containers as directed by ocean carrier, and closing and sealing the container, including complete seal records.
- D. Furnishing vanning report of cargo loaded and unloaded into container.

NOTE 1: For unitized cargo, deduct \$5.04 per 1,000 Kilos

NOTE 2: Shoring of crates, machinery, equipment, etc., to flatracks and open-top containers will be at man-hours.

431-Other Services

	Per Unit
1. Chassis Interchange and/or Roadability Check, as defined in Item 420	25.50
2. Rehandling Containers, as defined in Item 412 For ocean carriers offering more than 100,000 TEUs per annum, this function will be performed at man-hours and equipment rates.	61.09
3. Moving Containers between the CFS/CES, round trip	87.44
4. Container Monitoring, as defined in Item 417	75.84
After free time expires, container monitoring, per container, per day	11.49
5. Clip-on Refrigeration Unit Service, per container per day	11.49
6. Rates for services not specified elsewhere in this section, refer to Item 433	

432-Storage

Loaded container received from a vessel or inland conveyance shall be allowed ten-(10) days free time. 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 for shipment on a vessel, 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.

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.

No free time will be allowed on empty containers received at the terminal for storage only. Empty containers that are damaged to the point they cannot be used for cargo and/or cannot be moved without extra equipment/manning or emergency gear shall be removed from Port premises within 20 working days, or Port will arrange removal at customer's expense.

DESCRIPTION	STORAGE PER DAY		
	20'&24' Unit	25'&40' Unit	Over 40'
Container Only	2.83	5.59	5.72
Chassis Only	5.59	11.18	11.41
Chassis with Container Mounted Thereon	5.59	11.18	11.41
Minimum Storage Billing	28.02	28.02	28.69

#### 433-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 ten (10) percent. This is subject to the provisions in Items 218 and 236.

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. Precooling containers when not included herein.
- F. Plugging, unplugging, checking reefer units and/or calibration of containers aboard vessel.
- G. Cleaning of dunnage or debris from containers and disposal of waste.
- H. Dogging/undogging hatch covers.
- I. Dunnaging, bracing and lashing/unlashing.
- J. Other services requested, for which rates are not specified.

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## SECTION 5

### LUMBER & LUMBER PRODUCTS MOVING IN INTERCOASTAL TRADE

#### 500-Application of Tariff

Except as may be otherwise specifically provided under items in this section, the rates, rules and regulations published in this tariff will apply.

#### 505-Definition of Term "Service Charge"

Service charge is the charge assessed for performing any one or more of the following services:

1. Arranging terminal space for lumber.
2. Keeping record of lots and parcels of lumber received and handled on dock.
3. Receiving lumber from shippers or connecting lines and taking receipts therefor.
4. Delivering lumber from consignee or connecting lines and taking receipts therefor.

5. Preparing loading lists, manifests, or tags covering lumber to be loaded aboard vessel.
6. Ordering cars, barges, or lighters as requested or required.
7. Giving information to shippers and consignees regarding lumber shipments, sailing and arrival dates of vessels.
8. Furnishing lights for receiving, sorting and handling of lumber on terminal.

NOTE: A- Service Charge does not include lumber handling, loading or unloading operations, or any other than that which is essential to performing the service.

510-Service Charge

RATES

The service and facilities charge on eastbound intercoastal lumber will be assessed against cargo per F.M.C. Docket No. 720.

Lumber, Softwood NOS, Lath, Shingles	Inbound	Outbound
Across dock, per M ft. BM	17.23	6.37
Direct Transfer, per M ft. BM	3.99	3.89
Overside. Per M ft. BM	2.19	2.15

515- Lumber & Lumber Products

	W	L	H
Lumber, Softwood NOS (Per 1,000 FBM)	6.41	(M)	(M)

(M) Man-hour rates apply- See ITEM 233 para. (c)

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SECTION 6

ROLL-ON ROLL-OFF VESSELS (RO-RO VESSELS) - SPECIAL CHARGES APPLICABLE

Special Terminal Charges for handling cargo for assembly and delivery to ex RO-RO Vessels, where handling is performed by vessel's stevedore company:

600

EXPORT COMMODITIES:

Receiving cargo, preparing for handling to vessel and high piling:

NOS: Per 1,000 kilos	52.38
Per Cubic Meter As manifested by the vessel for revenue purposes.	42.18

IMPORT COMMODITIES:

Cargo unloaded from the vessel to place of rest in the warehouse, requiring sorting to bill of lading, and delivered to consignee's inland conveyance:

NOS: Per 1,000 kilos	52.38
Per Cubic Meter As manifested by the vessel for revenue purposes.	42.18

END OF TERMINAL TARIFF - [RETURN TO TOP](#)  
Questions? Email us at: [POVInfo@portvanusa.com](mailto:POVInfo@portvanusa.com)