



PORT OF BELLINGHAM
Washington State

TERMINALS TARIFF NO. 800

(Last update July 1, 2018)

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**Naming
Rates, Charges, Rules and Regulations
For Terminal Services Performed at
Port of Bellingham**

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FMC Org Number 001875
Effective July 1, 2019

Note: The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. This document is a reproduction of our electronically filed tariff located in the Port of Bellingham website at <http://www.portofbellingham.com>

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ITEM 004
ABBREVIATIONS

\$	-Dollars
%	-Per Centum
BBL	-Barrel
BM	-Board Measure
CFR	-Code of Federal Regulations
Cu. Ft.	-Cubic Foot or Feet
Cu. T.	-Cubic Ton (40 Cu. Ft.)
DOT	-Department of Transportation
ETA	-Estimated Time of Arrival
ETD	-Estimated Time of Departure
FBM	-Foot Board Measure
FMC	-Federal Maritime Commission
ft.	-Foot
Hdlg.	-Handling
KD	-Knock Down
Kgs	-Kilograms
Lbs.	-Pounds
Ldg.	-Loading
LOA	-Length-over-all
M	-Thousand
MARSEC	-U.S. Coast Guard Maritime Security
MBM	-Thousand Foot Board Measure
Meas.	-Measurement
Misc.	-Miscellaneous
NOS	-Not Otherwise Specified
Port	-Port of Bellingham
SU	-Set Up
Sq. Ft.	-Square Foot
Unl.	-Unloading
U.S.	-United States
Viz.	-Specifically

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ITEM 006
METRIC CONVERSION TABLE AND METRIC EQUIVALENTS

Metric Conversion Table:

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.9072
Short Tons	Metric Tons	Metric Tons by 1.1023
Metric Tons	Long Tons	Long Tons by 1.0160
Long Tons	Metric Tons	Metric Tons by 0.9842
Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.1330
Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.8830
Cubic Meters	MFBMs (ft. B.M. in thousands)	MFBMs by 2.3597
MFBMs (ft. B.M. in thousands)	Cubic Meters	Cubic Meters by 0.4238
Cubic Feet	Cubic Meters	Cubic Meters by 35.3145

Metric Equivalents

- 1,000 kilograms = 2,204.6 pounds
- 1 kilogram = 2.2046 pounds
- 1 pound = 0.4536 kilograms
- 1 CWT (U. S. - 100 pounds) = 45.3592 kilograms or 0.04536 metric tons
- 1 CWT (British - 112 pounds) = 50.8023 kilograms or 0.0508 metric tons
- 1 bushel grain (U. S.) = 60 pounds = 27.2155 kilograms
- 33,333 bushels grain = 1 short ton
- 37,333 bushels grain = 1 long ton
- 36,743 bushels grain = 1 metric ton
- 1 cubic meter = 35.3145 cubic feet
- 1 cubic foot = 0.0283 cubic meters
- 1,000 ft. B.M. = 83.3333 cubic feet
- 1 cubic meter = 423.7740 ft. B.M.
- 1 barrel (U.S. - 42 gallons) = 158.9873 liters
- 1 metric ton = 2,204.6 pounds (1000 kilograms)
- 1 short ton = 2,000 pounds (907.2 kilograms)
- 1 long ton = 2,240 pounds (1016.064 kilograms)

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SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 100(A) **APPLICATION OF TARIFF**
NOTICE TO PUBLIC

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

ITEM 100(B) **APPLICATION OF TARIFF**
TARIFF EFFECTIVE

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

ITEM 100(C) **APPLICATION OF TARIFF**
USE OF TERMINALS, DEEMED ACCEPTANCE

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

ITEM 100(D) **APPLICATION OF TARIFF**
RESERVATION OF AGREEMENT RIGHTS

The Port reserves the right to enter into agreements with common carriers, shippers, and/or their agents, concerning rates and services, provided such agreements are consistent with existing local, state and federal laws.

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SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 101(A) **STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT CARE IN THE PERFORMANCE OF OPERATIONS**

The Stevedore shall exercise all reasonable 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.

ITEM 101(B) **STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT 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.

ITEM 101(C) **STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT 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 or employees, one for the other, for any purposes.

ITEM 101(D) **STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT**
STEVEDORE SHALL INSURE 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.
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 operation; 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.
6. Promptly report to the Port any unsafe condition in any terminal working area.

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SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 101(E) **STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT PORT SHALL SUPPLY EQUIPMENT, FACILITIES AND SERVICE**

1. The Port shall furnish, subject to conditions and charges stipulated elsewhere in this tariff, the following:
 - a) Access, for Stevedore employees, to Port property at places and in the manner as may be approved by Port.
 - b) Emergency office and telephone usage.
 - c) 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 of warranty by the Port with respect to such matter. Subject to Item [102](#).
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 determination 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 accepted.
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 themselves that these are safe places for the access and the work to be performed. There is no representation of warranty by the Port with respect to such matters.

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SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 101(F) **STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT 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 time with all necessary labor and equipment under competent supervision, with all proper dispatch and in good, safe and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be and 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, and in proportion to, for all such losses, suites, claims, damages or liabilities to the extent of the Stevedore's liability therefore. Subject to Item [102](#).

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ITEM 101(G) STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT INDEMNITY

The Stevedore shall indemnify and hold harmless the Port, its Commissioners, 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 invitee, or for damage to or destruction of Stevedore's property. The Stevedore shall also indemnify and hold harmless the Port, its employees, agents and invitee from and against any claim 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. Subject to Item [102](#).

In the event of any claims against the Port by any employee of the Stevedore, the indemnification obligation of the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for the Stevedore under applicable workers or workmen's compensation, benefit, or disability laws (including, but not limited to, the industrial insurance laws of title 51 of the revised code of Washington, and the Longshoremen and Harbor Workers Compensation Act). The Stevedore expressly waives any immunity the Stevedore might have under such laws, and by agreeing to enter into this Agreement, acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The indemnification, hold harmless, and non-liability provisions of Item [101\(G\)](#) do not apply to losses, damages, or injuries to the extent and in proportion such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees or agents.

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

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SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 101(H) **STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT INSURANCE**

1. The Stevedore shall obtain, and shall maintain, the following insurance coverage:
 - a) Workers' 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.
 - b) 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. Subject to Item [102](#).
2. The Stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is (i) to be given fifteen (15) days prior written notice of any alteration or cancellation and (ii) shall be named as an "additional insured" for all coverages.

ITEM 102 **LIMITS OF LIABILITY**

No provision contained in this tariff shall limit or relieve the Port from its proportionate share of liability arising from its negligence nor require any person, vessel or lessee to indemnify or hold harmless the Port from liability for its sole negligence.

ITEM 103 **APPLICATION OF RATES**

1. Unless otherwise provided, rates are in U.S. Dollars per 1,000 Kgs., or per cubic meter or per 1,000 FBM, whichever creates the greater revenue.
2. Charges on export logs will be assessed on the basis of Scribner Scale measurement. Shippers are required to furnish tickets, certificates, or copies of invoices, certified by the exporter to be true and correct, and acceptable to the Port.
3. Specific commodity rates will take precedence over any general or NOS rates.

ITEM 104 **INSURANCE**

Rates named in this tariff do not include insurance of any kind.

SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 105 **TERMS AND CONDITIONS OF PAYMENT**

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

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

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

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment requirements by the Port.

ITEM 106 **COLLECTION OF DELINQUENT CHARGES**

Delinquent accounts shall be assessed interest charges, computed at one and one-half percent (1-1/2%) of the unpaid balance after the first thirty (30) days from the day the invoice is first issued. It will be compounding computed on a monthly basis as long as there is a delinquent amount in the account. All extra expenses, including legal expense, litigation cost, or costs of agents employed to effect collections shall also be assessed to, and payable by, such accounts and subject to the aforementioned interest charges computed as set forth herein.

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SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 107(A) **LIABILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE
RESPONSIBILITY LIMITED**

The Port will not be responsible for any loss, damage or delay to merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for the negligence of the Port and only in proportion to the proportionate negligence of the Port.

Further, the Port shall not be liable for any loss, damage or delay to merchandise, or any other injury which results from animals, insects, rodents or vermin; not from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labor stoppage whether or not agents or the employees of the Port be involved; not for delay caused by shortage of qualified labor, except to the extent and in proportion that any of the aforesaid loss of damage results from negligent acts or omissions of the Port, its employees or agents. Subject to Item [102](#).

ITEM 107(B) **LIABILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE
RESPONSIBILITY AS WAREHOUSEMEN**

Liability for loss, damage or delay to merchandise in the care, custody or control of the Port at any time other than the free time periods specified in this tariff, shall be that of a warehouseman only. Subject to Item [102](#).

ITEM 107(C) **LIABILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE
SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE**

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, unless:

1. Shipper, his agent, inland or ocean carrier delivering such shipments to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the cargo and the intent to deliver is given to the terminals no later than the close of business of the regular workday (Saturday, Sundays and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals.

ITEM 107(D) **LIABILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE
VALUATION OF MERCHANDISE FOR CLAIMS PURPOSE**

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

SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 107(E) **LIABILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE**
LIABILITY FOR DAMAGES AND/OR INJURY

If and when others, other than the Port, are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall also be held accountable for negligence, malicious acts or thefts by themselves or persons in their employ.

The provisions of this item are applicable to all person, corporation's 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 acts 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 irrevocable agreed to indemnify the Port 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, experts' fees and attorneys' fees.

The indemnification, hold harmless, and non-liability provisions of Item 107(E) do not apply to losses, damages, or injuries to the extent and in proportion to such losses, damages or injuries are occasioned by any acts or omissions of the Port, its employees or agents.

ITEM 108 **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 one-fourth (1/4) of one percent (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 provision of this tariff.

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SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 109(A) **RIGHTS OF TERMINAL**
RIGHTS RESERVED

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

ITEM 109(B) **RIGHTS OF TERMINAL**
RIGHT TO REFUSE FREIGHT

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

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

ITEM 109(C) **RIGHTS OF TERMINAL**
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 owner, shipper or consignee. Subject to Item [102](#).

Freight remaining on wharf premises after expiration of free time (See Item [218](#)), and freight shut out at clearance of vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses, with all expense and risk of loss or damage for account of the owner, shipper, consignee, or carrier, as responsibility may appear. Subject to Item [102](#).

ITEM 109(D) **RIGHTS OF TERMINAL**
RIGHT TO WITHHOLD DELIVERY OF FREIGHT

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

SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 109(E) **RIGHTS OF TERMINAL**
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.

ITEM 109(F) **RIGHTS OF TERMINAL**
EXPLOSIVES

The acceptance, handling, or storage of hazardous materials as defined by the Department of Transportation for purposes of transportation, and governed by rules and regulations of Federal, State, and local authorities, are subject to special arrangements with terminal operators. Hazardous cargo must be prepared for shipment in accordance with the applicable DOT Regulations contained in 49 CFR, Parts 100-177. Shippers, vessel operators and inland carriers are hereby warned that the party or parties responsible for infractions will be subject to such penalties as may result from violation of any applicable regulations. The Port reserves the right to refuse hazardous materials as designated under DOT for purposes of transportation. The Port will not accept any cargo that does not comply with all applicable regulations or is in an unsafe condition.

ITEM 109(G) **RIGHTS OF TERMINAL**
OWNERS RISK

Subject to Item [102](#).

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

ITEM 110 **SHIPPERS' REQUEST AND COMPLAINTS**

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

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SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 111(A) **DEMURRAGE OR DELAYS**
DEMURRAGE – RAIL CARS OR VESSELS

In furnishing the service of ordering, billing out, loading or unloading rail cars, and of handling to or from vessel, no responsibility for any demurrage whatsoever, on either rail cars or vessels, will be assumed by the terminals. Subject to Item [102](#).

ITEM 111(B) **DEMURRAGE OR DELAYS**
DELAYS – WAIVER OF CHARGES

Delays in loading, unloading, receiving, delivering or handling freight, arising from combinations, riots or strikes of any person in the employ of the Port, or in the services of other, or arising from any other cause not reasonable within control of the Port, 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.

ITEM 112 **MANIFESTS REQUIRED OF VESSELS**

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

ITEM 114 **RECEIPT OR DELIVERY OF FREIGHT DURING OTHER THAN REGULAR WORKING HOURS**

Unless otherwise excepted, prior arrangements must be made with the Port when freight is to be received from, or delivered to, trucks, drays or inland water carriers on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of overtime to checkers is necessitated.

When such services are required there will be assessed, in addition to specific rates otherwise provided for according to the respective traffic or commodity classification of the freight, a charge for the difference between straight time and overtime wages paid labor required to perform such checking service. This overtime differential rate will be charged in accordance with rates provided for under Man-Hour Schedule. See Item [304](#).

SECTION 1 **GENERAL RULES AND REGULATIONS**

ITEM 116 **SECURITY FEE**

In order to fulfill its responsibilities for security, including and not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the U.S. Coast Guard Regulation 33CFR105, the Port may at its sole discretion, 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 U.S. Department of Homeland Security.

Minimum Port Security Fee - \$220 per vessel per 8 hour shift

ITEM 118 **VESSEL OILY WASTE OR GARBAGE DISPOSAL**

Vessels which find it necessary to discharge oily waste or garbage at the Port shall contact the Marine Terminals Manager for the name of oily waste or garbage haulers who will be permitted by the Port to provide equipment and operate at the Port facility to receive, haul and dispose of oily waste or garbage. The vessel shall arrange directly with the oily waste or garbage hauler for such services and equipment. Payment of charges for the services and equipment provided by the oily waste or garbage hauler will be made directly to the oily waste or garbage hauler by the vessel, its agent, charterer or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission or negligence of any such oily waste or garbage hauler. Rates and charges assessed vessels by the Port for use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste or garbage hauler, permitted by the Port. The discharge by a vessel of oily waste or garbage at any terminal at the Port shall only be in accordance with the terms of this tariff and applicable Federal, State, and local laws and regulations.

ITEM 120 **PILING DAMAGE REPLACEMENT**

Vessels will be responsible for and charged for the replacement of any pilings damaged during their occupancy of a Port berth. Damage identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage unless the Port is notified by the vessel's agent in writing prior to tie-up of any pre-existing damage to the piling. See rates below:

Fender Piling \$5,000.00 per piling
Chocks and Whalers \$400.00 per lineal foot

SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 200 **CLASSIFICATION OF TRAFFIC**

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

- A. ALASKAN:** Service between Washington ports and ports in Alaska, whether direct or via British Columbia ports.

- B. COASTWISE:** Service along the Pacific Coast of the United States between the Mexican and Canadian borders, including such service when via British Columbia ports.

- C. INTERCOASTAL:** Service between Washington ports and ports in the United States on the Gulf of Mexico or the Atlantic Coast.

- D. INLAND WATERWAY:** Service limited exclusively to traffic on Puget Sound and tributary waters, including traffic to and from British Columbia ports, when not otherwise provided for in this Item.

- E. HAWAIIAN:** Service between Washington ports and ports in the Hawaiian Islands.

- F. OFFSHORE:** All services not otherwise specifically defined herein.

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 202(A) **CHECKING CARGO
DEFINITION**

The service of counting, or checking cargo against appropriate documents for the account of the cargo or vessel, or other person requesting same.

ITEM 202(B) **CHECKING CARGO
RESPONSIBILITY LIMITED**

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

ITEM 202(C) **CHECKING CARGO
CHARGES**

Unless otherwise specified, checking will be assessed at Man-Hour rates as provided for under Man-Hour Schedule (See Item [304](#)). When freight is received from trucks or drays on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of overtime is necessitated, and the terminal is required to check same, or to furnish receipts for the freight, the full time, including standby time of checker employed to receive or deliver such freight, will be charged against the truck or drayage.

ITEM 204 **POINT OF REST**

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

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 206(A) **DOCKAGE**
DEFINITION

The charges assessed against an ocean vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

ITEM 206(B) **DOCKAGE**
DOCKAGE – HOW CALCULATED

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip.

ITEM 206(C) **DOCKAGE**
BASIS FOR COMPUTING CHARGES

Dockage charges will be assessed on the length-over-all of the vessel published in “Lloyds Register”, the Port reserves the right to (1) Obtain the length-over-all from the vessel’s register, or (2) measure the vessel.

ITEM 206(D) **DOCKAGE**
VESSELS REQUIRED TO VACATE BERTH

The Port reserves the right to order a vessel to shift its position at a wharf, to change berths or to vacate a berth when not actually engaged in loading or discharging freight or when occupying a berth beyond the time limitation named in the assignment permit. Any vessel upon notice to move, which refuses or fails to move, may be shifted or moved by tug or otherwise, by wharf agent, and any expenses, damage to vessels or wharf during such removal will be charged to vessel so moved.

ITEM 206(E) **DOCKAGE**
CHARGES ON VESSEL SHIFTING

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

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 208 **DOCKAGE RATES**

Dockage rates will be assessed as follows:
Rates in dollars per 24-hour period or fraction thereof

<u>Length-Over-All</u>		<u>Length-Over-All</u>		<u>Charge Per</u>
<u>In Meters</u>		<u>In Feet</u>		<u>24-Hour Day</u>
<u>Over</u>	<u>Not Over</u>	<u>Over</u>	<u>Not Over</u>	
0	30	0	100	\$226
30	46	100	150	320
46	61	150	200	436
61	76	200	250	606
76	91	250	300	1,044
91	107	300	350	1,472
107	114	350	375	1,828
114	122	375	400	2,013
122	130	400	425	2,226
130	137	425	450	2,476
137	145	450	475	2,668
145	152	475	500	2,929
152	160	500	525	3,328
160	168	525	550	3,962
168	175	550	575	4,089
175	183	575	600	4,291
183	191	600	625	4,912
191	198	625	650	5,716
198	206	650	675	6,503
206	213	675	700	7,611
213	221	700	725	8,093
221	229	725	750	9,260
229	236	750	775	10,507
236	244	775	800	11,798
244	259	800	850	13,550
259	274	850	900	15,417
274	290	900	950	17,369
290	-	950	-	(1)

(1) For vessels exceeding 290 meter (or 950 feet), charge the rate for 290 meters (or 950 feet) plus \$2,082 for each 15 meters (50 feet) or portion thereof of length over all exceeding 290 meters (or 950 feet).

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 210 **FRESH WATER FOR VESSELS**

Fresh Water will be furnished to vessels and other users (See Note):
Each 100 cubic feet or fraction thereof.....\$1.59
Connection fee\$100.00

Note: Water hook-up is applicable from 7:00 a.m. to 3:30 p.m., Monday through Friday. Overtime hour hook-ups will be performed upon request with overtime differential for the account of the requesting party.

7.48 gallons per cubic foot or 32 cubic feet per short ton
8.33 pounds per gallon or 62.4 pounds per cubic foot
To convert short tons to metric tons – multiply short tons times .9072

ITEM 211 **ELECTRIC ENERGY**

Unless otherwise specified, electrical power will be furnished at the rate of \$.089 per kilowatt hour. In addition, such labor and material as may be required for installation, connection or disconnection of service will be assessed on basis of actual cost.

ITEM 212 **FUEL FLOWAGE FEE**

All bulk fuels including diesel, gasoline, and lube oil (in lots greater than 500 gallons) delivered to/from vessels berthed at the Port will be assessed a fuel flowage fee in the amount of \$.05 (five cents) per gallon. This fee will be assessed to the fuel provider and shall be reported to the Marine Terminals Manager upon departure of the fueling vessel.

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 214 **EQUIPMENT RENTAL**

Contact the Marine Terminals Manager.

ITEM 216 **LESSEES' AND RENTERS' RESPONSIBILITY**

When equipment is rented or leased to others, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use of 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, such operator shall be under the direction of the Port, such operator 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 unit, as well as the competency of the operator, there being no representation or warranties by the Port with reference to such matter. Subject to Item [102](#).

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 218(A) **FREE TIME**
DEFINITION

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

ITEM 218(B) **FREE TIME**
COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is exclusive of Saturdays, Sundays and Holidays.

Free time starts the first 7:00 a.m. occurring after freight is received or unloaded onto wharf from car or truck, or, in case of freight received from vessel, the first 7:00 a.m. occurring after vessel's complete discharge.

ITEM 218(C) **FREE TIME**
FREE TIME PERIOD

Unless otherwise provided under individual items, ten (10) days free time will be allowed.

ITEM 218(D) **FREE TIME**
ASSEMBLING TIME

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

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 219(A) **STORAGE**
DEFINITION

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

ITEM 219(B) **STORAGE**
CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY
STORAGE

When space is available and arrangements are entered into prior to arrival of cargo at the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named in Items [219\(C\)](#) and [219\(D\)](#).

When request for storage is not made prior to arrival of cargo at the terminal, and additional handling is required to move and/or re-pile cargo for storage, all labor and equipment in connection therewith will be assessed per Items [214](#) and [304](#).

Storage charges are payable in advance, and will be computed on the following basis:

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

Cargo received for storage on the sixteenth (16th) day of the month or later, will be assessed storage at one-half (1/2) the applicable rate named in Items [219\(C\)](#) and [219\(D\)](#).

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

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

Except as otherwise provided, rates are in dollars per 1,000 Kgs. or per cubic meter, whichever produces the greater revenue.

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 219(C) **STORAGE**
STORAGE RATES – WAREHOUSE

Rates herein named apply to storage in warehouse areas only, per calendar month.

	<u>Rate</u>
All freight, NOS, per square foot	\$8.00

ITEM 219(D) **STORAGE**
STORAGE RATES – OPEN AREAS

Rates herein named apply to storage in open areas only, per calendar month. Owner's risk for loss or damage to cargo per Item [109\(G\)](#).

	<u>Rate</u>
All freight, NOS, per square foot	\$4.00

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 222(A) **WHARFAGE
DEFINITION**

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

ITEM 222(B) **WHARFAGE
FREIGHT NOT LOADED TO VESSEL**

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

ITEM 222(C) **WHARFAGE
LIMITATIONS**

Freight assessed inbound wharfage will not be subject to outbound wharfage when reshipped by water from the same wharf. However, when such freight has been removed from wharf into warehouse, or placed on monthly storage, or warehouse receipt is issued before shipment, it will be subject to full outbound wharfage.

ITEM 222(D) **WHARFAGE
SHIP'S STORES**

Ship's stores, dunnage used for vessel's cargo, fuel handled overside vessel, and repair materials and supplies, when intended for vessel's own use, consumption or repairs, all will be exempt from assessment of wharfage unless wharf employees are required to receipt for them. Fuel handled over wharf, and ballast, will not be considered as ship's stores, and will be subject to wharfage and other charges that may be incurred.

ITEM 222(E) **WHARFAGE
OVERSIDE**

Unless otherwise specified in individual commodity items, all freight loaded or discharged overside a vessel directly to or from another vessel, barge, lighter, raft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed one-half (1/2) the regular rates but in no instance, will the charge be less than \$3.00 per ton of 1,000 Kgs. or per cubic meter, or per 1,000 FBM.

SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 222(F) **WHARFAGE**
DIRECT TRANSFER

See Item [230](#)

ITEM 222(G) **WHARFAGE**
MINIMUM CHARGES

See Item [242](#)

ITEM 224(A) **WHARF DEMURRAGE**
DEFINITION

A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time (See Item [218](#)), unless arrangements have been made for storage.

ITEM 224(B) **WHARF DEMURRAGE**
RATES

Wharf Demurrage will be assessed at the following rates:

	Per day, per 1,000 Kgs. or per Cubic Meter, Whichever produces the greater revenue	
	<u>First 5 days</u>	<u>After 5 days</u>
All Freight NOS – Inbound	\$0.50	\$0.50
All Freight NOS – Outbound	\$0.50	\$0.50

ITEM 224(C) **WHARF DEMURRAGE**
MINIMUM CHARGES

See Item [242](#).

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 226(A) **HANDLING**
DEFINITION

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

ITEM 226(B) **HANDLING**
RIGHT TO HANDLE FREIGHT RESERVED

The Port, 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.

ITEM 226(C) **HANDLING**
RATES PREDICATED ON STRAIGHT TIME LABOR

Handling rates are predicated upon the payment to labor of basic straight time wages and the performance of such services on days or during hours when the basic straight time scale applies. In addition to these rates, when it is required to perform services on days or during hours when, under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime wage is necessitated, all wage costs of labor incurred in excess of wage costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed against the vessel, its owner, operator, or the party ordering the service, in accordance with applicable rate show in Man-Hour Schedule, Item [304](#).

ITEM 226(D) **HANDLING**
DIRECT TRANSFER

See Item [230](#).

ITEM 226(E) **HANDLING**
MINIMUM CHARGE

See Item [242](#).

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 230 **DIRECT TRANSFER**

1. Direct Transfer means handling of freight by ship's gear or other mechanical equipment, direct between transports, rafts, barges, rail cars or trucks spotted at ship's side and the vessel.
2. At the option of the Port, trucks may be permitted to handle freight direct to or from vessels. In such instances, the regular tariff rates for wharfage will be assessed. Terminals will not be responsible for damage to trucks or freight incurred during handling, nor for out turn of freight. Subject to Item [102](#).
3. Rail car blocking and dunnaging is additional to rates named herein. See Item [236\(B\)](#).

ITEM 232 **SHUNTING – RAIL CARS**

When the Port is required to shunt rail cars alongside vessels by means of mechanical equipment, charges for same, including wages of operators, will be per Item [304](#), and rental of equipment at rates named in Item [214](#) will be assessed against ocean vessels, their owners, or operator.

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 236(A) **LOADING AND UNLOADING - RAIL CAR
DEFINITION**

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

ITEM 236(B) **LOADING AND UNLOADING - RAIL CARS
CAR BLOCKING AND DUNNAGE**

Rail car stakes, lumber, material, and labor used in blocking and dunnaging goods in rail cars, will be charged against the freight loaded at actual cost plus fifteen percent (15%). This is in addition to the regular loading charge.

ITEM 236(C) **LOADING AND UNLOADING – RAIL CARS
RATES PREDICATED ON STRAIGHT TIME LABOR**

Loading and unloading rates are predicated upon the payment to labor of basic straight time wages and the performance of such services on days or during hours when the basic straight time scale applies. In addition to these rates, when it is required to perform services on days or during hours when, under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime wages is necessitated, all wage costs of labor incurred in excess of wages costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed in accordance with Man-Hour Schedule, Item [304](#).

ITEM 236(D) **LOADING AND UNLOADING – RAIL CARS
RIGHT TO LOAD AND/OR UNLOAD FREIGHT, RESERVED**

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

ITEM 236(E) **LOADING AND UNLOADING – RAIL CARS
RAIL CAR DEMURRAGE**

See Item [111](#).

ITEM 236(F) **LOADING AND UNLOADING – RAIL CARS
DIRECT TRANSFER BETWEEN RAIL CAR AND VESSEL**

See Item [230](#).

ITEM 236(G) **LOADING AND UNLOADING – RAIL CARS
MINIMUM CHARGES**

See Item [242](#).

SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 237 **LOADING AND UNLOADING – TRUCKS**

When requested, the Port may furnish labor and equipment to load or unload trucks. Charge for such service will be per Items [214](#) and [304](#).

ITEM 242 **MINIMUM BILLING CHARGES**

All invoices issued by the Port for any service, or combination of services, as provided in this tariff, shall be subject to a minimum billing charge of \$50.00 per invoice.

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SECTION 2 **DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

ITEM 244(A) **SERVICE AND FACILITIES CHARGE**
DEFINITION

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

ITEM 244(B) **SERVICE AND FACILITIES CHARGE**
CONDITIONS

1. The foregoing does not include any service or facilities charge which is included in wharfage, dockage, wharf demurrage, storage or other individual charges.
2. No person, other than the terminal, will be permitted to perform the services covered herein.
3. 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.

ITEM 244(C) **SERVICE AND FACILITIES CHARGE**
RATES

Service and Facilities Charge rates as shown herein will be assessed in dollars per each metric ton or MBM, Scribner:

	<u>INBOUND</u>	<u>OUTBOUND</u>
Freight, NOS.....	\$32.76	\$20.78
Freight, NOS, handled direct vessels and open rail cars or open vehicles	\$8.71	\$8.71
Freight, NOS, handled overside between vessels and water or barge	\$8.71	\$8.71
Aluminum, bars, blister, ingots, slab or pig. Units, pieces or bundles.....	\$9.52	\$9.52
Homes, Modular	\$9.22	\$9.22
Logs, Softwood, per 1000 FBM.....	\$8.87	\$8.87
Overside.....	\$3.33	\$3.33
Bulk Commodities.....	\$1.55	\$1.55
Freight, Dock Clean-up.....	\$.45	\$.45

ITEM 244(D) **SERVICE AND FACILITIES CHARGE**
MINIMUM CHARGES

See Item [242](#).

SECTION 3 **LABOR RULES, SCHEDULE AND RATES**

ITEM 300(A) **LABOR RATES**
SUBJECT TO CHANGE

The rates named in this tariff, 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, congestions or other causes not reasonable within the control of the Port, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis as per Items [214](#) and [304](#).

ITEM 300(B) **LABOR RATES**
OVERTIME

All rates named in this tariff for services involving labor are based upon straight-time wages. In addition to these rates, when any services are performed on Saturdays, Sundays, Holidays, or when payment of overtime wages to labor is necessary, the difference between straight time and overtime wages paid to labor, plus forty percent (40%) will be assessed against party or parties authorizing overtime.

ITEM 300(C) **LABOR RATES**
STANDBY TIME

When dock labor is ordered for a specified time, and is on the job ready for work, or having started work, is delayed for a period of, or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the terminal, the standby time of the dock labor will be charged at actual cost, plus seventy percent (70%) against the party causing such delay.

ITEM 302 **SPECIFIC LABOR COST SERVICES**

Unless otherwise provided for in individual items, Man-Hour rates will be charged as per Item [304](#).

Materials and supplies furnished by the Port in connection with services, shall be billed at actual cost plus twenty percent (20%).

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SECTION 3 LABOR RULES, SCHEDULE AND RATES

ITEM 304
SCHEDULE OF MAN HOUR RATES

Description	1st Shift Man-Hour Rate Straight Time	1st Shift Overtime Man-Hour Rate Differential	1st Shift O/T Man-Hour Rate Differential Weekend / Holiday
Basic Longshore	\$104.16	\$34.16	\$34.16
Longshore Skill I	\$107.93	\$36.04	\$36.04
Longshore Skill II	\$111.50	\$37.81	\$37.81
Longshore Skill III	\$113.27	\$38.72	\$38.72
Basic Clerk	\$104.16	\$34.16	\$34.16
Clerk Skill I	\$107.93	\$36.04	\$36.04
Clerk Skill II	\$111.50	\$37.81	\$37.81
Supercargo	\$113.27	\$38.72	\$38.72
Gearman	\$111.50	\$37.81	\$37.81
Foreman	\$133.99	\$48.29	\$48.29

Description	2nd Shift Man-Hour Rate Straight Time	2nd Shift Differential	2nd Shift Overtime Man-Hour Rate Differential	2nd Shift O/T Man-Hour Rate Differential Weekend / Holiday
Basic Longshore	\$126.94	\$22.78	\$11.38	\$11.38
Longshore Skill I	\$131.96	\$24.03	\$12.01	\$12.01
Longshore Skill II	\$136.70	\$25.20	\$12.61	\$12.61
Longshore Skill III	\$139.08	\$25.81	\$12.91	\$12.91
Basic Clerk	\$126.94	\$22.78	\$11.38	\$11.38
Clerk Skill I	\$131.96	\$24.03	\$12.01	\$12.01
Clerk Skill II	\$136.70	\$25.20	\$12.61	\$12.61
Supercargo	\$139.08	\$25.81	\$12.91	\$12.91
Gearman	\$136.70	\$25.20	\$12.61	\$12.61
Foreman	\$166.19	\$32.20	\$16.09	\$16.09

Description	3rd Shift Man-Hour Rate Straight Time	3rd Shift Differential	3rd Shift Overtime Man-Hour Rate Differential	3rd Shift O/T Man-Hour Rate Differential Weekend / Holiday
Basic Longshore	\$145.14	\$40.98	\$13.66	\$13.66
Longshore Skill I	\$151.17	\$43.24	\$14.42	\$14.42
Longshore Skill II	\$156.88	\$45.38	\$15.12	\$15.12
Longshore Skill III	\$159.71	\$46.44	\$15.49	\$15.49
Basic Clerk	\$145.14	\$40.98	\$13.66	\$13.66
Clerk Skill I	\$151.17	\$43.24	\$14.42	\$14.42
Clerk Skill II	\$156.88	\$45.38	\$15.12	\$15.12
Supercargo	\$159.71	\$46.44	\$15.49	\$15.49
Gearman	\$156.88	\$45.38	\$15.12	\$15.12
Foreman	\$191.93	\$57.94	\$19.31	\$19.31

SECTION 4 SCHEDULE OF RATES – WHARFAGE, LOADING/UNLOADING & HANDLING

	COMMODITY Unless otherwise specified, rates are per 1,000 Kgs., or per cubic meter, whichever creates the greater revenue	<u>WHARFAGE</u>	<u>LOADING & UNLOADING</u>	<u>HANDLING</u>
<u>ITEM 400</u>	<u>ALL FREIGHT, NOS</u> NOS (Not otherwise specified) 1. When charges are assessed per cubic meter, they shall not exceed the charges which would apply at four (4) times the rate per 1000 kgs 2. When charges are assessed per cubic meter, they shall not exceed the charges which would apply at double the rate per 1000 kgs. 3. When unitized or palletized for mechanical loading or unloading in units of not less than 1000 kgs, rate will be \$12.40 per 1000 kgs.	(1) \$11.51	(2)(3) M/HR	(2) M/HR
<u>ITEM 401</u>	<u>LOGS, SOFTWOOD</u> Per 1000 FBM Scribner Overside	\$11.08 \$5.55	M/HR M/HR	M/HR M/HR
<u>ITEM 402</u>	<u>BULK COMMODITIES, NOS</u>	\$2.12	M/HR	M/HR
<u>ITEM 403</u>	<u>METALS:</u> Steel / Iron Articles Slabs / Coils / Beams / Pipe Scrap Metal (Shredded)	\$9.50 \$9.50 \$12.00	M/HR M/HR M/HR	M/HR M/HR M/HR
<u>ITEM 404</u>	<u>ROCK, NOS:</u> Min. 10.1 ft. Diameter	\$6.00	M/HR	M/HR

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SECTION 5 – VESSEL BERTH RESERVATION – ITEM 501

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

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

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port/Dock Operator Use
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Handling			
5. Misc. (Water, Electricity, Etc.)			
6. Security Fee			
7. Other			

Total Estimated Charges: \$ _____

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

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

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

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

Note: Pursuant to Port of Bellingham Tariff Rule No. 105, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

SECTION 5 – VESSEL BERTH RESERVATION – ITEM 502

PORT OF BELLINGHAM

CONDITIONS OF VESSEL BERTH RESERVATION

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff Rule [105](#) in the Port of Bellingham Terminals Tariff No. 800, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

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