



TERMINAL OPERATOR SCHEDULE

Ports America Florida, Inc.

No. Ports America Florida, Inc. - 1

This operator schedule is published pursuant to section 8(f) of the Shipping Act of 1984 as amended by the Ocean Shipping Act of 1998 and the regulations of the Federal Maritime Commission (Title 46 Code of Federal Regulations Part 525). The rules, rates, regulations, and/or charges set forth in this operator schedule shall apply to marine terminal services provided by Ports America Florida, Inc., Port Tampa Container Terminal and Port Tampa General Cargo Terminal (hereinafter referred to as "PA PTCT/PTGCT") at the port location of:

2902 Guy N. Verger Blvd, Tampa, Florida, 33605

The effective date of this operator schedule unless otherwise indicated is: October 1, 2022 and remains in effect until amended or canceled by PA PTCT/PTGCT.

Contact <http://portsamerica.com>

Revised: April 1, 2025

## PART I

### DEFINITION OF TERMS

ITEM 001	Chassis
ITEM 005	Containers
ITEM 010	Delivery
ITEM 020	Dockage
ITEM 025	Effective Date
ITEM 030	Grounding
ITEM 035	Handling
ITEM 040	Heavy lift
ITEM 045	Package
ITEM 050	Rate
ITEM 055	Receiving
ITEM 060	Schedule
ITEM 065	Straight Time
ITEM 070	Vessel
ITEM 075	Wharfaqe
ITEM 080	Export Cargo
ITEM 085	Import Cargo
ITEM 090	Terminal Storage
ITEM 095	Point of Rest
ITEM 100	Loading or Unloading
ITEM 105	Holidays
ITEM 110	Terrorism Terrorist Acts
ITEM 115	Free-time
ITEM 120	On Dock Rail Moves
ITEM 130	Merchant
ITEM 135	User
ITEM 140	Terminal Facility, Terminal or Facility(ies)
ITEM 145	Weight or Measure (W/M)
ITEM 150	Metric Conversion Table

## PART II

### GENERAL RULES AND REGULATIONS

- RULE 1 LOCATION OF TERMINAL & FACILITIES
- RULE 2 USE OF TERMINAL SERVICES DEEMED ACCEPTANCE
- RULE 3 WORKING HOURS OF THE PA PTCT/PTGCT TERMINAL
- RULE 4 TERMINAL SAFETY SECURITY AND REGULATORY
- RULE 5 RENTAL, LOAN, AND UTILIZATION OF TERMINAL EQUIPMENT
- RULE 6 RIGHT TO REFUSE CARGO, CONTAINER, OR EQUIPMENT
- RULE 7 VESSEL SAFETY
- RULE 8 PORT SCHEDULES AND GOVERNMENT REGULATIONS
- RULE 9 ROYALTY AND ASSESSMENTS
- RULE 10 PAYMENT OF CHARGES
- RULE 11 BILLING DISPUTES
- RULE 12 FURNISHING OF INFORMATION TO TERMINAL FOR EXPORT CARGO
- RULE 13 HEAVY LIFTS AND OVER-SIZED CARGO
- RULE 14 STORM PROTECTION
- RULE 15 UNDELIVERED CARGO AND EQUIPMENT
- RULE 16 FORCE MAJEURE
- RULE 17 INSURANCE
- RULE 18 NOTIFICATION OF LOSS OR DAMAGE
- RULE 19 CONTAINERS LOADED IN EXCESS OF CAPACITY
- RULE 20 FREETIME AND TERMINAL STORAGE ON EXPORT CARGO (CONTAINERS)
  - 1. FREE TIME PERIOD
  - 2. COMPUTATION OF FREE TIME PERIOD
  - 3. SCALE OF TERMINAL STORAGE CHARGES
  - 4. TRANSFER OF OWNERSHIP OF CARGO FOR EXPORT
  - 5. REMOVAL OF EXPORT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL.
  - 6. RESPONSIBILITY FOR PAYMENT OF TERMINAL STORAGE AND OTHER CHARGES
- RULE 21 FREETIME AND TERMINAL STORAGE ON IMPORT CARGO (CONTAINERS)
  - 1. FREE TIME PERIOD
  - 2. COMPUTATION OF FREE TIME PERIOD
  - 3. SCALE OF TERMINAL STORAGE CHARGES
  - 4. TRANSFER OF OWNERSHIP OF CARGO
  - 5. RESPONSIBILITY FOR PAYMENT OF TERMINAL STORAGE AND OTHER CHARGES
  - 6. EXTENSIONS OF FREE TIME AND TERMINAL STORAGE PERIODS

RULE 22	FREETIME AND TERMINAL STORAGE ON TRANSSHIPMENT CARGO (CONTAINERS)
RULE 23	FREE TIME PERIOD
RULE 24	COMPUTATION OF FREE TIME PERIOD
RULE 25	SCALE OF TERMINAL STORAGE CHARGES
RULE 26	REMOVAL OF TRANSHIPMENT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL
RULE 27	RESPONSIBILITY FOR PAYMENT OF TERMINAL STORAGE AND OTHER CHARGES
RULE 28	STORAGE FOR EMPTY CONTAINERS AND CHASSIS
RULE 29	INQUIRIES, REQUESTS, AND COMPLAINTS
RULE 30	OPERATOR OF TERMINAL
RULE 31	CONSENT TO THE TERMS OF THE SCHEDULE OF RATES
RULE 32	SCHEDULE OF RATES RESTRICTIONS
RULE 33	SHIPBOARD WELDING/BURNING
RULE 34	REMOVAL OF OBJECTIONABLE CARGO
RULE 35	LIEN
RULE 36	OVER TIME WORKING HOURS
RULE 37	WAIVER OF IMMUNITY; LIMITATION OF LIABILITY
RULE 38	TRUCK SERVICE SCHEDULING
A.	BREKBUK FOR CONTAINER VESSELS
B.	CONTAINERS
RULE 39	VESSELS REQUIRED TO USE TUG ASSISTANCE
RULE 40	VESSEL TO VACATE BERTHS
RULE 41	DISCHARGING OF OILS, NOXIOUS LIQUID SUBSTANCES AND GARBAGE
RULE 42	SAFETY – PORT USER LIABILITY
RULE 43	VESSELS REQUIRED TO COMPLETE LOADING/DISCHARGING
RULE 44	MOVEMENT OF VESSELS
RULE 45	RECEIPT OF EXPORT CARGO
RULE 46	RESPONSIBILITY FOR DAMAGES
RULE 47	LIMITATION OF LIABILITY
RULE 48	TERMINAL SECURITY FEE
RULE 49	TERRORISM
RULE 50	HAZARDOUS CARGO
RULE 51	INDEMNITY
RULE 52	ACCEPTANCE OF CARGO OR COMMODITY FOR HANDLING OR STORAGE
RULE 53	TERMINAL PROPERTY
RULE 54	DELAYS AND DETENTIONS
RULE 55	LABOR DISPUTES STRIKES

- RULE 56 GENERAL ORDER LIEN
- RULE 57 DAMAGED CARGO
- RULE 58 DAMAGED OR ABANDONED EQUIPMENT
- RULE 59 STORAGE OF EQUIPMENT UPON BANKRUPTCY
- RULE 60 SPECIAL SERVICES: HANDLING OF BREAK BULK/HEAVY LIFTS
- RULE 61 VERFIED GROSS MASS
- RULE 62 RAIL SERVICES TERMS AND CONDITIONS
- RULE 63 TERMS AND CONDITIONS FOR EQUIPMENT MAINTENANCE AND REPAIR
- RULE 64 GOVERNING LAW AND JURSDICTION

## **PART III**

### **SCHEDULE OF RATES**

#### **Article I      Article I Partnership Incentives**

- Section 1.01 Volume Based Incentives
- Section 1.02 Rail Incentive

#### **Article II      Vessel Operations**

- Section 2.01 Standard Lift
- Section 2.02 Volume Incentives
- Section 2.03 Transshipments
- Section 2.04 Shifts and Restows
- Section 2.05 Break Bulk
- Section 2.06 Gang Hour Rates
- Section 2.07 Assessments and Government Charges
- Section 2.08 Gang Rolls

#### **Article III      Extra Services**

- Section 3.01 Bunkers
- Section 3.02 Vessel Stores and Parts

#### **Article IV      Yard Services**

- Section 4.01 Mounting and Grounding of Containers
- Section 4.02 Change of Vessel or Discharge Port (Rolled Container)
- Section 4.03 Movement of Containers
- Section 4.04 Chassis Switching
- Section 4.05 Premounting of Containers
- Section 4.06 Container and/or Cargo Inspection/Survey
- Section 4.07 Empty Containers
- Section 4.08 Chassis

**Article V      Temperature Controlled Container ("TC Container") Services**

- Section 5.01    Standard TC Container Service
- Section 5.02    Electricity and Monitoring
- Section 5.03    Data Extract
- Section 5.04    Change of Data
- Section 5.05    Movement to Facilitate Pre-Trip Inspections
- Section 5.06    Genset Storage
- Section 5.07    Genset Mounting
- Section 5.08    Genset Refueling
- Section 5.09    Reefer Mechanics
- Section 5.10    Premounting or Dismounting of Gensets for TC Containers
- Section 5.11    Plugging and Unplugging Services

**Article VI      Inland Interface Services**

- Section 6.01    Standard Road Gate Package
- Section 6.02    Road Gate Overtime
- Section 6.03    Hazardous Labelling and Acceptance
- Section 6.04    Weighing of Equipment
- Section 6.05    Sealing of Containers
- Section 6.06    Stuffing and Stripping Services
- Section 6.07    Receiving or Delivering of Out of Gauge Units

**Article VII     Rail Services**

- Section 7.01    Rail Services

**Article VIII    Miscellaneous**

- Section 8.01    Government Inspections
- Section 8.02    Terminal Storage Charges
- Section 8.03    Wharfage
- Section 8.04    Dockage
- Section 8.05    Terminal Security Fee
- Section 8.06    Line Handling (Container/RO-RO Vessels) – Excluding NO WORK Holidays
- Section 8.07    Line Handling (General Cargo/Ad Hoc Vessels) – Excluding NO WORK Holidays
- Section 8.08    Extra Labor Man Hour Rates
- Section 8.09    Equipment Usage Rates
- Section 8.10    Hazardous Surcharge
- Section 8.11    Gangway/Gate Guards
- Section 8.12    Administrative Charges
- Section 8.13    Chassis Fees
- Section 8.14    Fuel Surcharge
- Section 8.15    Congestion Surcharge
- Section 8.16    Verified Gross Mass (VGM)

**Article IX Equipment Maintenance and Repairs**

- Section 9.01 Man Hour Rates - Containers
- Section 9.02 Man Hour Rates - Temperature Controlled Containers
- Section 9.03 Man Hour Rates - Chassis
- Section 9.04 Storage of Damaged Equipment
- Section 9.05 Miscellaneous Activity for Handling of Damaged Equipment

**Article X Container Freight Station & Free Trade Zone**

- Section 10.01 Stuff/Strip Containers
- Section 10.02 Terminal Handling/Truck Loading/Truck Unloading
- Section 10.03 Man Hour Rates for CFS & FTZ
- Section 10.04 Service and Materials
- Section 10.05 Storage Fees

**Article XI Stevedore Usage Fee and Terminal Assessments**

- Section 11.01 Stevedore Use Fees
- Section 11.02 Labor Assessments

**Article XII Storage Fees for General Cargo**

- Section 12.01 Inside Storage Charges
- Section 12.02 Outside Storage Charges

**Article XIII Terminal Handling/Truck Loading/Truck Unloading**

- Section 13.01 Terminal Handling/Truck Loading/Truck Unloading Rates
  - Appendix I Standard Task Schedule
  - Appendix II Standby, Guarantee, Detention (Billable and Non-Billable)

## **PART I**

### **DEFINITION OF TERMS**

#### **ITEM 001 Chassis**

Skeletal equipment, flatbed, or other vehicle furnished by ocean carrier/third party chassis' pool provider for transport of containers.

#### **ITEM 005 Containers**

A single rigid, Intermodal dry cargo, insulated, refrigerated, flat rack, liquid tank, or open-top container within the size lengths of 20', 40', 45', demountable, without wheels or chassis attached, furnished or approved for transportation of commodities aboard vessels. It must meet ISO standards and have construction, fittings, and fasteners 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, consistent with the safety requirements of CSC plates (Convention for Safe Containers).

#### **ITEM 010 Delivery**

The delivery of a loaded or empty container and/or chassis from point of rest in yard to an inland carrier or local drayman. Delivery does not include any other service(s).

#### **ITEM 020 Dockage**

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

#### **ITEM 025 Effective Date**

The date a schedule or an element of a schedule, or any amendment thereto, becomes effective.

#### **ITEM 030 Grounding**

The physical lifting of a loaded or empty container from a chassis or other conveyance to the ground. Grounding does not include any other service.

#### **ITEM 035 Handling and Drayage**

The service of physically moving cargo between point of rest and any other place on the terminal facility, other than the end of ship's tackle. Handling and Drayage does not include any other service.

#### **ITEM 040 Heavy lift including Out of Gauge and Breakbulk Cargo**

The service of providing heavy lift cranes and equipment for lifting cargo that extends beyond the standard dimensions of containerized cargo, usually requiring special lifting gear.

#### **ITEM 045 Package**

The largest single unit used to transport the goods, such as a pallet, skid, van, container or trailer, etc., or a single machine or item of equipment, etc. and not the individual contents, pieces, boxes, parts or components thereon, therein or thereof, whether such unitization, packing or stuffing, and sealing is by the Merchant or on his behalf and that the shipper may have furnished the contents of such sealed container.

#### **ITEM 050 Rate**

The price quoted in a schedule for providing a specified service or facility for a stated cargo quantity, or after a stated effective date or within a defined time frame.

#### **ITEM 055 Receiving**

The receipt of a loaded or empty container and/or chassis from an inland carrier or local drayman to any Point



of Rest within the terminal as designated by PA PTCT/PTGCT. Receiving does not include any other service(s).

### **ITEM 060 Schedule of Rates**

The publication, as amended from time to time, containing the rates, charges, classification, regulations and practices of a marine terminal operator.

### **ITEM 065 Straight Time**

The rates provided herein are for work performed during the hours of 8:00 a.m. to 12 noon and from 1:00 pm to 5:00 pm, Monday to Friday. All ILA holidays specified in the collective bargaining agreement are in effect for the port in which the terminal is located governing the employment of longshore labor by any employer, being excepted.

Services provided by PA PTCT/PTGCT for the convenience of any User outside the aforementioned hours and service performed on Saturdays, Sundays and ILA holidays shall be subject to a surcharge on the applicable rate. Straight Time referred to in tariff as "ST".

### **ITEM 070 Vessel**

A floating craft of every description and includes owner and/or operator and/or such other persons acting as agents thereof, including charterer and sub-charterer, and they shall be responsible for all charges incurred by vessel.

### **ITEM 075 Wharfage**

A charge assessed against the cargo or vessel on all cargo passing or conveyed, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service. 1 ton = 2000 lbs.

### **ITEM 080 Export Cargo**

Cargo received at the port for loading on a vessel for transportation or shipment to a foreign or domestic port or destination from a rail, vessel or motor carrier.

### **ITEM 085 Import Cargo**

Cargo received at the port from a foreign or domestic port or origin, discharged from a vessel, and to be loaded to rail, vessel, or motor carrier.

### **ITEM 090 Terminal Storage**

A charge assessed for providing storage in or on terminal facilities after the expiration of free-time.

### **ITEM 095 Point of Rest**

A point or area within the terminal which is designated for cargo or equipment to be placed and held for movement to or from a vessel or domestic motor carrier or rail.

### **ITEM 100 Loading or Unloading**

LOADING OR UNLOADING applies to the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, vessels, or any other means of conveyance. LOADING OR UNLOADING does not include special stowage, blocking or bracing, sorting or grading, stripping or stuffing containers, or otherwise selecting the cargo for the convenience of carrier or consignee. PA PTCT/PTGCT will not consider itself to be the consignee on cargo destined for water movement.

**ITEM 105 Holidays**

Container/RO RO Vessel Operations
New Year's Eve
New Year's Day (NO WORK DAY)
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day (NO WORK DAY)
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day (NO WORK DAY)

General Cargo Vessel Operations
New Year's Eve
New Year's Day (NO WORK DAY)
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day (NO WORK DAY)
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day (NO WORK DAY)

Container/RO RO Gate Terminal Closures
New Year's Eve
New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day

General Cargo Gate Terminal Closures
New Year's Eve
New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Any other Holiday that may be proclaimed by the State, Federal Authority or the International Longshoreman's Association will be observed. When any Holiday falls on Sunday, the following Monday will be observed as the Holiday.

**ITEM 110 Terrorism, Terrorist Acts**

Activities against persons or property of any nature involving the preparation to use, the use or the threat to use force or violence of any nature that injures, damages, interferes with, disrupts or contaminates persons or property, including intangible property, communication, electronic, information or mechanical systems where the purpose or result of such activities is to cause a Transportation Security Incident (TSI), as defined in 33 CFR 101.105, or otherwise damage, intimidate, or coerce a government, its economy, the military arm of a government or its civilian population and its apparent purpose is to further political, ideological, religious, social or economic objectives or to express opposition to political, ideological, religious or social systems. The term "damage" and the corollary terms included therewith shall include damage caused incidentally through the efforts of legitimate government to oppose, prevent and contain acts of terrorism.

**ITEM 115 Free-time**

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

**ITEM 120 On Dock Rail Moves**

Tampa, Florida rail facilities are currently considered near dock. There is no direct on-dock rail operation within the PA PTCT/PTGCT facility at this time.

**ITEM 130 Merchant**

A shipper, holder of a bill of lading, consignee, receiver of any goods, any person owning or entitled to the possession of such goods or of a bill of lading relating to goods, their respective principals and anyone acting on behalf of such person.

**ITEM 135 User**

Any Merchant, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, chassis lessor, or any agent, contractor or representative of the aforementioned persons who use or benefit from use of the terminal.

**ITEM 140 Terminal Facility, Terminal or Facility(ies)**

The marine terminal and other facilities under the jurisdiction and control of PA PTCT/PTGCT.

**ITEM 145 Weight or Measure (W/M)**

A method used for quoting rates. The rate charged under W/M will be whichever produces the highest revenue between weight of the shipment and the measure of the shipment. The comparison is based on the number of metric tons (1,000 kilograms) the cargo weighs compared to the number of cubic meters (35.3 cubic feet) of space the cargo measures.

## ITEM 150 Metric Conversion Table

When freight charges are computed by the vessel using the metric system and are shown on the manifest on the basis of either weight (metric tons of 2204.6 pounds) or measurement (cubic meters of 35.315 cubic feet), the metric tons shall be converted to short tons of 2,000 pounds or measurement tons of 40 cubic feet using the conversion factors shown below:

To Find	Given	Multiply
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement Tons (40 cu.ft.)	Measurement Tons by 1.133
Measurement Tons (40 cu. ft.)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBMs (Ft. B.M. in thousands)	MFBMs by 2.36
MFBMs (Ft. B.M. in thousands)	Cubic Meters	Cubic Meters by 0.424
Meters	Feet	Feet by 0.3048
Feet	Meters	Meters by 3.281

### Metric Equivalents

1 Kilo .....	2.2046 Pounds
1 Pound .....	0.4536 Kilos
1 CWT (US - 100 Pounds) .....	45.359 Kilos or 0.04536 Metric Tons
1 CWT (British - 112 Pounds) .....	50.802 Kilos or 0.0508 Metric Tons
1 Bushel Grain (US) .....	60 Pounds = 27.216 Kilos
1 Cubic Meter .....	35.315 Cubic Feet
1 Cubic Foot .....	0.0283 Cubic Meters
1,000 Ft. B.M. ....	83.33 Cubic Feet
1 Cubic Meter .....	423.792 Ft. B.M.
1 Barrel (US - 42 Gallons) .....	158.987 Liters
1 Foot .....	0.3048 Meters
1 Meter .....	3.281 Feet

## PART II

### GENERAL RULES AND REGULATIONS

#### RULE 1 LOCATION OF TERMINAL & FACILITIES

Port Tampa Container Terminal 2999 Guy N Verger Blvd. Tampa, Florida 33605	Port Tampa General Cargo Terminal 2780 Guy N Verger Blvd Tampa, Florida 33605
Ports America Administrative Office 2902 Guy N Verger Blvd. Tampa, Florida 33605	Port Tampa General Cargo Rail  Name: Ports America Inc. Milepost: S 844 Customer Code: 4020 Capacity: 10 cars Switch by: Y122 Days of Service: M, TU, W, TH

PH: 1 (813) 242-1900

Web Address: <http://portsamerica.com/>

#### RULE 2 USE OF TERMINAL SERVICES & FACILITIES, DEEMED ACCEPTANCE

The use of wharves, services and/or facilities under the jurisdiction and control of PA PTCT/PTGCT shall be deemed complete acceptance of this Operator Schedule and the terms and conditions contained herein, as from time to time amended.

PA PTCT/PTGCT may subcontract all or any portion of the terminal services at its discretion, and without notice, including without limitation to related/affiliated entities, with all benefits, defenses, exceptions, immunities and limitations upon liability set forth in this Operator Schedule to remain applicable whenever claim is made against the terminal and/or any servant, agent, contractor or any whose services have been used to perform terminal services or otherwise respecting the goods.

#### RULE 3 WORKING HOURS OF THE PA PTCT/PTGCT TERMINAL

The normal working hours are from 8:00 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday, holidays excepted. When any type of terminal services are required, outside of the recognized working hours stated, prior arrangements must be made with PA PTCT/PTGCT, and schedule rates plus applicable overtime costs and minimum labor guarantees will be charged.

#### RULE 4 TERMINAL SAFETY, SECURITY, AND REGULATORY

Entering the facility at PA PTCT/PTGCT is deemed valid consent to security screening of persons, personal possessions and vehicles as well as monitoring via video cameras. PA PTCT/PTGCT reserves the right to suspend or revoke access to this facility for a failure to obey terminal safety and security policies. It is unlawful for any person to loiter upon the terminal property and it is unlawful for unauthorized persons to enter through the perimeter fence, which constitutes the facility restricted and secure area. The terminal is private property and all persons entering thereof do so at their own risk and PA PTCT/PTGCT assumes no responsibility for injuries or damages sustained.

All persons requiring or being provided "unescorted access" to and within the facility, upon the terminal's determination of an appropriate, acceptable business purpose for entering the facility, will require possession and presentation upon entry of a U.S. Federal Government issued TWIC identification card. This facility will not "escort" regular longshore, container truck drivers, frequent vendors, etc. in the normal course of day - to - day business. Escorts will only be employed in unusual or extraordinary circumstances and are limited in availability and on a first come first serve basis.

Intra-terminal transportation will be provided by the PA PTCT/PTGCT Security force, upon request by vessel crew members.

Each User shall provide a suitable vehicle and warrants that same is in good working order, and which meets all licensing and safety standards as promulgated by State, Local or Federal government, or agencies thereof, for safe loading or unloading of cargo. Each User agrees that it shall be liable for, and will indemnify and hold PA PTCT/PTGCT harmless from all fines, fees or expenses whatsoever imposed upon or incurred by the PA PTCT/PTGCT for any violations whatsoever of any rule, regulation or law caused by any condition otherwise within such User's control.

Each User agrees to provide for PA PTCT/PTGCT's inspection of, prior to the commencement of cargo operations, valid registration and certificates applicable to all Gear and as required under all applicable Regulations.

Each User warrants that all containers which are being transported pursuant to a vessel's bill of lading shall at all times be properly documented with correct weights and shall be tendered in the manner provided for under federal law.

Each User warrants that all containers under their control, and to be handled under the terms of this contract, shall at all times be in conformance with the Convention for Safe Containers (CSC).

Each User agrees that its chassis shall at all times be maintained in good working order to accommodate each User's containers and meet all licensing and safety standards as promulgated by state, local or federal governments or agencies thereof.

Each User agrees that shipment delays, charges and/or costs, including any civil fines, associated with noncompliance with the terms of this paragraph shall be the responsibility of the User and that these fines will include OSHA citations when applicable.

Each User agrees that all vessels are fitted with automatic or semi-automatic twist locks in good working order. Each User is responsible to provide separate identifiable bins for defective cones and twist locks to be placed out of service and repaired.

Each User agrees that all vessels are properly outfitted with access railings, lashing platforms, deck lighting to ensure the safety of vessel crew and PA PTCT/PTGCT labor required to work onboard the vessel at the terminal.

Each User agrees that, with respect to its containers laden with labeled and/or (hazardous) cargoes, which are being transported pursuant to each User's or vessel's bill of lading, each User shall ensure that such shipments are documented, labeled, and secured in accordance with current International Maritime Organization (IMO) requirements appearing in the International Maritime Dangerous Goods Code and, when such containers are to be offered for transport within the transportation infrastructure of the United States, in accordance with current regulations promulgated under any governmental authority with jurisdiction over same. PA PTCT/PTGCT and User agree that all incurred costs associated with non-compliance with the terms of this section shall be borne exclusively and individually (but not jointly) by the party defaulting on such terms.

All trucks and motor vehicles having business at the terminal facility, including its owners, operators and drivers shall observe and comply fully with the safety regulations, speed limit and other traffic signs or notices as posted. At no times are passengers or animals not having business on terminal or onboard a vessel permitted.

All terminal yard equipment has the right of way at all times.

Only official vehicles with business to conduct with the vessel are allowed in the vicinity of the vessel and must be parked on designated locations. Any vehicles parked in unauthorized locations will be towed at the owners' expense.

At no time are weapons permitted on terminal or in any motor vehicle.

## **RULE 5 RENTAL, LOAN, AND UTILIZATION OF TERMINAL EQUIPMENT**

Rental or loan of equipment is subject to availability and at the option of PA PTCT/PTGCT. Rental rates do not include equipment operator or any transportation out of the terminal. Rental shall commence from the time the equipment is made available to renter. The party renting the equipment shall, at its own expense; return the equipment to the terminal in the same good operating order and condition as such party received it.

It is expressly understood that the equipment will be utilized in a careful and proper manner under the direction and control of the User, and the User is responsible for the operation thereon and assumes all risk for injuries or damages which may arise or grow out of the use or operations of such equipment. It is incumbent upon the User 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 PA PTCT/PTGCT with respect to such matters.

Renters and users shall indemnify and hold harmless PA PTCT/PTGCT from and against all liability, losses, claims, demands, and suits for damages to persons or property, including death and personal injury, and including costs of suit and attorneys' fees, incident to or resulting from its use of the equipment.

## **RULE 6 RIGHT TO REFUSE CARGO, CONTAINER, OR EQUIPMENT**

PA PTCT/PTGCT reserves the right to refuse cargo, container or equipment, without responsibility for demurrage/terminal storage, loss, or any liability, consequential or otherwise. PA PTCT/PTGCT also reserves the right to refuse to accept, receive, or load cargo, container or equipment or to permit vessel to load or discharge cargo, containers, or other equipment for any reason in PA PTCT/PTGCT's sole discretion.

## **RULE 7 VESSEL SAFETY**

Each Vessel that calls at PA PTCT/PTGCT will be inspected for safety prior to offloading cargo. Discrepancies will be addressed with the Master/Chief Mate to identify issues that can be rectified by the crew themselves. Prominent issues that would require ship owners to be engaged will be addressed to the Master/Chief Mate and communicated to PA PTCT/PTGCT. The specific discrepancies as well as how to rectify these matters will be documented.

Users must provide safe access for all longshoremen, stevedores, and terminal management in accordance with IMO and OSHA regulations. Any citations received by PA PTCT/PTGCT for substandard vessel conditions will be the sole responsibility of each User.

Vessel bunkering operations must be coordinated so that they are not conducted outboard of cargo operations.

Hot work requests onboard vessels or for vessel equipment on terminal must be approved by PA PTCT/PTGCT prior to commencing work.

Any vessel crew member departing vessel during port stay must meet all Personal Protection Equipment (PPE) requirements, including but not limited to hardhat, safety vest and safety shoes. Vessel personnel are not permitted to transit the facility on foot, nor be transported in any terminal equipment. PA PTCT/PTGCT reserves the right to deny entry into the facility either through the entry gate or off of a vessel for any crew member not meeting these requirements.

## **RULE 8 PORT SCHEDULES AND GOVERNMENT REGULATIONS**

The rates herein are exclusive of any wharfage, mooring, dockage, harbor master fees or other services provided under applicable schedules issued by governmental entities or port authorities unless otherwise specified. Charges for such services shall be for the applicable User's account.

The applicable User shall at all times comply with all applicable requirements, laws, rules and regulations, including but not limited to directives of customs authorities and any other governmental authority having jurisdiction and shall be responsible for any charges resulting from such governmental authority.

## **RULE 9 ROYALTY AND ASSESSMENTS**

All Tonnage Assessments, and/or any other local tonnage/container assessments will be for account of the ocean carrier issuing the bill of lading or its agent or representative who owns or operates a vessel.

## **RULE 10 PAYMENT OF CHARGES**

All charges for services rendered under this Operator Schedule will be invoiced to the applicable User as determined by PA PTCT/PTGCT. Invoices covering charges as issued by PA PTCT/PTGCT are due and payable upon presentation. Any invoice remaining unpaid 30 days after the invoice date will be delinquent and interest shall accrue on such outstanding amounts at the lesser rate between the cumulative rate of 1.5% per month and the highest interest rate permitted under the applicable law of the state in which the terminal is located. All reasonable costs and fees of collection (including reasonable attorney fees and expenses) will be added to remaining due past such 30-day period.

For invoices remaining unpaid after 60 days, PA PTCT/PTGCT may revoke credit privileges, and require immediate payment prior to performing any future services. If the unpaid charges pertain to the movement or storage of cargo at PA PTCT/PTGCT's facilities, then that cargo will be subject to being put on hold until payment to clear the past due invoices are received.

Cargo will not be received, handled or delivered unless charges are prepaid or credit has been established.

The services, rates and charges provided in this operator schedule also apply to vessel operators not included in the definition of common carrier in Section 3 (6) of the Shipping Act of 1984 unless prior arrangement has been made with PA PTCT/PTGCT.

The applicable Users at PA PTCT/PTGCT shall be required to permit access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.

PA PTCT/PTGCT may extend credit to any User upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements (certified by an independent certified public accountant) or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references; including a bank reference.

For Users not granted credit, PA PTCT/PTGCT may extend credit to those Users who will post and maintain a Letter of Credit or Indemnity Bond in the form and content, and with a company acceptable to PA PTCT/PTGCT in an amount equal to the maximum liability for a period of time determined by PA PTCT/PTGCT.

Letters of Credit and Indemnity Bonds are required to insure PA PTCT/PTGCT against the loss of funds and indemnify PA PTCT/PTGCT in full payment of bills that accrue for the use of port facilities or services rendered by PA PTCT/PTGCT.

Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills as specified above at the sole discretion of PA PTCT/PTGCT.



Any commodity or RULE not included in this operator schedule may be covered by special arrangement with the carrier, shippers or consignees.

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

## **RULE 11 BILLING DISPUTES**

Questions regarding the validity of invoices or charges in dispute must be submitted in writing to PA PTCT/PTGCT within thirty (30) days after the presentation of the invoice. Invoices not disputed in writing within this thirty (30) day period will be deemed accepted without dispute by the invoiced party.

In the case where an invoice is in dispute in part, the undisputed amount of the invoice is to be paid in full.

Amounts invoiced for services rendered shall not be subject to offset.

## **RULE 12 FURNISHING OF INFORMATION TO TERMINAL FOR EXPORT CARGO**

The following information may be required for acceptance of export cargo and/or containers into the terminals:

- Exporter/shipper Freight Forwarder Booking number
- Destination
- Exporting Carrier/Vessel Commodity
- Number of pieces
- Weight/Measurement
- Identification Marks/Container and chassis numbers
- Hazardous certificate in compliance with IMDG Code/49CFR (if applicable) Special Services, like reefer settings, etc.
- Seal(s) number(s)

## **RULE 13 HEAVY LIFTS AND OVER-SIZED CARGO**

Charges to be determined by the equipment and labor required. Rates and charges will be quoted on request.

All heavy-lifts and over-sized or fragile cargo are handled at the option of PA PTCT/PTGCT and subject to availability of terminal equipment and at the owner's risk. Certain cargo may have to be loaded on board vessels or delivered out of terminal directly upon receipt and at the option of PA PTCT/PTGCT. Users must advise PA PTCT/PTGCT before arrival of vessel or delivery of cargo to the terminal.

Customers must provide proper physical data including center of gravity and lift points.

## **RULE 14 STORM PROTECTION**

In cases where advance warnings that storms of severe winds or hurricane intensity are expected to pass over or near the terminal, the owners of all cargo stored in the open are required to take protective measures, both for the cargo and the protection of the terminal. Should the owner fail to provide such storm protection, PA PTCT/PTGCT is authorized to protect such cargo using commercially reasonable efforts considering the time, conditions, and materials available against storm damage completely without liability by PA PTCT/PTGCT and charge the cost of this storm protection against the cargo or User at PA PTCT/PTGCT discretion.

## **RULE 15 UNDELIVERED CARGO AND EQUIPMENT**

Cargo and/or equipment which is Customs released and undelivered or remains on the terminal beyond applicable free time, may at the option of PA PTCT/PTGCT as terminal operator, be placed in public storage at the

risk and expense of the goods.

Cargo and/or equipment remaining on the terminal in excess of 30 days and without prior written consent from PA PTCT/PTGCT will be considered as abandoned, and may be sold for collection of storage, demurrage and any other charges due to PA PTCT/PTGCT. Registered notification will be sent to the owner of record ten days before such sale. Any monies received in excess of the charges due, will be returned to the person who can provide title to the goods if claimed within three months of the mailed notice and if not claimed within this time period may be retained by PA PTCT/PTGCT.

## **RULE 16 FORCE MAJEURE**

PA PTCT/PTGCT is not responsible and shall not be held liable for any consequences or claims arising from any act of God or other event beyond the control of PA PTCT/PTGCT, including but not limited to storms, earthquakes, floods or fires or similar disasters or from any stoppage of work or delays occasioned by strike, lockouts, labor disturbances or stoppages, a concerted work slowdown or other concerted action by longshoremen or employees, picketing, lack of sufficient laborers, government restraints, war or hostilities, riots, civil unrest, embargoes, machine breakdown, shortage or disruption of power supply, acts of terrorism, cyber-attacks, epidemics, pandemics, storms, tempest, hurricane, tsunami, earthquake, or any other cause beyond the control of PA PTCT/PTGCT.

## **RULE 17 INSURANCE**

Rates and charges published in this Operator Schedule do not include insurance of any nature. Users shall be responsible for obtaining their own marine liability and/or cargo insurance. All parties using the Terminal, by such use, warrant to PA PTCT/PTGCT that said parties carry sufficient amounts of general liability, public liability, vehicle liability and worker's compensation insurance to cover their activities at PA PTCT/PTGCT's facilities as may be reasonably determined by PA PTCT/PTGCT.

## **RULE 18 NOTIFICATION OF LOSS OR DAMAGE**

Notice of loss or damage to cargo or equipment must be submitted in writing to PA PTCT/PTGCT at the time of removal of goods. If loss or damage is not apparent, then notice must be given within three days of delivery. Failure to notify PA PTCT/PTGCT of any loss or damage within this time period shall be deemed a full release and waiver of any claim for loss or damage to cargo or equipment.

In any event, PA PTCT/PTGCT shall be fully discharged and released from all liability for loss or damage to cargo or equipment unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered.

## **RULE 19 CONTAINERS LOADED IN EXCESS OF CAPACITY**

The rates, rules and regulations published in this Operator Schedule are not applicable to containers loaded in excess of their rated capacity or applicable law. PA PTCT/PTGCT will NOT be required to use its mechanical equipment (designed for movement or carriage of containers) or the container crane to be used in any way to lift, move or transport a container loaded in excess of its rated capacity or applicable law, should the terminal equipment or the crane be used to lift, move or to transport a container which is loaded in excess of its rated capacity or applicable law, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damage including damages for death and personal injury, and including court costs and reasonable attorney's fee, incident to or resulting from such unauthorized use. PA PTCT/PTGCT shall be entitled to deconsolidate any container loaded beyond its rated capacity or beyond limits permitted by applicable law and use any reasonable means to remove such cargo from the terminal, including sale. The party deemed by PA PTCT/PTGCT to be the party responsible for the overweight situation shall be responsible for such charges or costs.



**RULE 20 FREETIME AND TERMINAL STORAGE ON EXPORT CARGO (CONTAINERS)****1. FREE TIME PERIOD**

- A. General cargo containers and tank containers – Ten (10) consecutive business days, exclusive of Saturdays, Sundays and legal holidays, will be allowed for general cargo containers and tank containers to be loaded to vessel or to be removed from terminal.
- B. Temperature controlled containers/tanks - Two (2) consecutive business days will be allowed for temperature-controlled containers/tanks to be loaded to vessel or to be removed from the terminal.
- C. Hazardous cargo in non-temperature-controlled containers, bulk or tanks - Five (5) consecutive business days, exclusive of Saturdays, Sundays and legal holidays, will be allowed for hazardous cargo in non-temperature containers, bulk or tanks to be loaded to vessel or to be removed from the terminal.

**2. COMPUTATION OF FREE TIME PERIOD**

Free time on export cargo/containers shall commence at 06:00 a.m. on the day after the said cargo is received at the terminal facility. No free time will be allowed on loaded containers that arrive on terminal and subsequently depart without any vessel movement in between arrival and departure.

**3. SCALE OF TERMINAL STORAGE CHARGES**

At the expiration of free time period terminal storage shall be assessed in accordance with the attached rate schedule in Part III.

- A. Except as otherwise provided in this section terminal storage shall be for the account of the applicable User, as reasonably determined by PA PTCT/PTGCT, with an interest in the container or its contents.
- B. At the time export cargo is received by the pier facility a receipt shall be issued evidencing receipt of the cargo, which shall show the date of receipt and shall identify the vessel on which the goods are to move. The identification of the vessel is made for the purpose of determining the application of free time.
- C. When the loading of export cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by PA PTCT/PTGCT or water carrier or other events of force majeure, Cargo which remains at the terminal beyond the designated free time shall remain subject to the terminal storage charges in accordance with this rule.

**4. TRANSFER OF OWNERSHIP OF CARGO FOR EXPORT**

The transfer of ownership of cargo for export after said cargo has been received at a terminal facility shall not entitle such cargo to additional free time.

## **5. REMOVAL OF EXPORT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL**

- A. If export cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, the said cargo shall be subject to terminal storage rules set forth above and all applicable gate charges, grounding and/or mounting of container charges in Part III. Said charges shall be assessed from the day the cargo was received at the terminal to the day of its removal there from, with no free time allowed.
- B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by PA PTCT/PTGCT as a consequence thereof.
- C. Such removal shall not excuse any terminal storage charges that accrued prior to the removal.

## **6. RESPONSIBILITY FOR PAYMENT OF TERMINAL STORAGE AND OTHER CHARGES**

- A. Except as otherwise provided, terminal storage and other charges specified herein, shall be for the account of the applicable User with an interest in the cargo or the equipment.
- B. Terminal storage and other charges shall be due and payable to PA PTCT/PTGCT upon expiration of terminal free-time.
- C. PA PTCT/PTGCT has the right to require payment in full of any and all such charges before such cargo leaves the terminal or to hold other cargo related to the same User until PA PTCT/PTGCT is paid in full.

# **RULE 21 FREETIME AND TERMINAL STORAGE ON IMPORT CARGO (CONTAINERS)**

## **1. FREE TIME PERIOD**

CONTAINERIZED CARGO (House Containers):

- A. General cargo containers and tank containers — Four (4) consecutive business days, exclusive of Saturdays, Sundays and legal holidays, will be allowed for the removal of containers discharged from vessels.
- B. Temperature controlled containers/tanks - Two (2) consecutive business days will be allowed for the removal of temperature-controlled containers/tanks discharged from vessels.
- C. Hazardous cargo in non-temperature-controlled containers, bulk or tanks - Four (4) consecutive business days, exclusive of Saturdays, Sundays and legal holidays, will be allowed for the removal of hazardous cargo in non-temperature-controlled containers, bulk or tanks discharged from vessels.
- D. Project Cargo - no free time past day of discharge.

## **2. COMPUTATION OF FREE TIME PERIOD**

Free time on import cargo/containers shall commence the first full business day of availability after cargo/container has been discharged from vessel. No free time will be allowed on loaded containers that arrive on terminal through the terminal gates. Business day begins at 0800 Monday – Friday, excluding holidays.

## **3. SCALE OF TERMINAL STORAGE CHARGES**

At the expiration of free time period, terminal storage shall be assessed in accordance with the attached rate schedule in Part III.

**4. TRANSFER OF OWNERSHIP OF CARGO**

The transfer of ownership of cargo after said cargo has been received at a terminal facility shall not entitle such cargo to additional free time.

**5. RESPONSIBILITY FOR PAYMENT OF TERMINAL STORAGE AND OTHER CHARGES**

- A. Except as otherwise provided, terminal storage and other charges specified herein shall be for the account of the cargo.
- B. Terminal storage and other charges shall be due and payable when service is provided.
- C. PA PTCT/PTGCT has the right to require payment in full of any and all such charges before such cargo leaves the terminal facility.

**6. EXTENSIONS OF FREE TIME AND TERMINAL STORAGE PERIODS**

In the event the applicable User should make application for delivery of the cargo or portion thereof during the free time period during normal working hours and PA PTCT/PTGCT willfully does not make available to such User such cargo or portion thereof, the free time shall be extended for a period equal to the duration of PA PTCT/PTGCT's inability to make the cargo available.

When Carrier or consignee is prevented from removing cargo from the terminal by factors beyond PA PTCT/PTGCT's control, such as, but not limited to, longshoremen's strikes, trucking strikes, weather conditions which affect the entire port area or a substantial portion thereof or other events of force majeure, Containers which remain at the terminal beyond the designated free time shall remain subject to the terminal storage charges in accordance with this rule.

Terminal storage will commence on the next business day after the expiration of free time.

Container(s) not removed from piers within the free time period may, at any time thereafter, at the option of the User and or PA PTCT/PTGCT be placed in public storage at the risk and expense of the goods subject to any charges which may have accrued prior to removal and said expenses which may accrue as a result of said removal and said expenses and said charges shall be a lien on the goods or any other goods located on the terminal at present or in the future that relate to the same User. All terminal storage charges that may have accrued prior to the removal of the goods in public storage shall be assessed and collected.

**RULE 22 FREETIME AND TERMINAL STORAGE ON TRANSSHIPMENT CARGO (CONTAINERS)****1. FREE TIME PERIOD**

Free time on transshipment cargo shall be Five (5) consecutive business days, exclusive of Saturdays, Sundays and legal holidays.

**2. COMPUTATION OF FREE TIME PERIOD**

Free time on transshipment cargo shall commence at 6:00 a.m. on the day after the said cargo arrives at the terminal facility.

**3. SCALE OF TERMINAL STORAGE CHARGES**

At the expiration of free time period, terminal storage shall be assessed in accordance with the attached rate schedule in Part III.

- A. Except as otherwise provided in this section terminal storage on transshipment cargo shall be for

the account of the applicable User as reasonably determined by PA PTCT/PTGCT.

- B. When the loading of transshipment cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by PA PTCT/PTGCT or water carrier or other events of force majeure, cargo which remains on the terminal beyond the designated free time shall remain subject to the terminal storage charges in accordance with this rule.

#### **4. REMOVAL OF TRANSSHIPMENT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL**

- A. Subject to the provisions above, if transshipment cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, said cargo shall be subject to terminal storage rules set forth above for import and export cargo and all applicable gate charges, grounding and/or mounting of container charges in Part III. Said charges shall be assessed from the day the cargo was received at the terminal to the day of its removal there from. No free time shall be allowed for said cargo.
- B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by PA PTCT/PTGCT as a consequence thereof.

#### **5. RESPONSIBILITY FOR PAYMENT OF TERMINAL STORAGE AND OTHER CHARGES**

- A. Except as otherwise provided, terminal storage and other charges specified herein for transshipment cargo, shall be for the applicable User as reasonably determined by PA PTCT/PTGCT.
- B. Terminal storage and other charges shall be due and payable to PA PTCT/PTGCT upon expiration of terminal free-time.
- C. PA PTCT/PTGCT has the right to require payment in full of any and all such charges before such cargo leaves the terminal or to hold other cargo related to the same User until PA PTCT/PTGCT is paid in full.

### **RULE 23 STORAGE FOR EMPTY CONTAINERS AND CHASSIS**

To the extent that space is available and working conditions permit, empty containers and chassis may be returned to PA PTCT/PTGCT for temporary storage after delivery of cargo. Acceptance is at PA PTCT/PTGCT's sole discretion and subject to storage charges in Part III.

When the loading of empty containers into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by PA PTCT/PTGCT or water carrier or other events of force majeure, empty containers which remain at the terminal beyond the designated free time shall remain subject to the storage charges in Part III.

## **RULE 24 INQUIRIES AND REQUESTS**

All requests, complaints, and inquiries on matters relating to rates, rules and regulations in this operator schedule may be directed to:

2902 Guy N Verger Blvd.

Tampa, Florida 33605

PH: 1 (813) 242-1900

Web Address: <https://www.portsamerica.com/>

## **RULE 25 OPERATOR OF TERMINAL**

PA PTCT/PTGCT reserves the absolute right to the use of the facilities it operates, and permission for the use thereof must be obtained from PA PTCT/PTGCT.

## **RULE 26 CONSENT TO THE TERMS OF THE SCHEDULE OF RATES**

Any User of the terminal and any other facilities under the jurisdiction and control of PA PTCT/PTGCT shall constitute a consent to the terms and conditions of this Operator Schedule and evidences an agreement on the part of all Users to pay all applicable charges and be governed by all rules and regulations published herein.

## **RULE 27 SCHEDULE OF RATES RESTRICTIONS**

At PA PTCT/PTGCT's discretion, articles considered as cargo of a particular hazard (33 CFR 126.10) or of an otherwise restricted nature, or of uncertain value shall not come under this Operator Schedule or be provided with terminal services.

PA PTCT/PTGCT shall not load or discharge IMO class 1.1, 1.2 and 1.5 explosives and IMO class 7 cargo without prior express written consent from PA PTCT/PTGCT. Any request must be received a minimum of seven (7) days before receipt in order for PA PTCT/PTGCT to evaluate and determine if cargo can be accepted. PA PTCT/PTGCT reserves the right to refuse receiving this cargo on terminal. If accepted, an additional administrative surcharge will be quoted by the Terminal Services Manager. Vessels with such cargo at PA PTCT/PTGCT discretion may berth at PA PTCT/PTGCT but in any event may not discharge such cargo or have such cargo relocated onboard while on berth without written permission from PA PTCT/PTGCT.

## **RULE 28 SHIPBOARD WELDING/BURNING**

Shipboard welding and/or burning of any type is strictly prohibited while vessels are berthed at PA PTCT/PTGCT without express written authorization from the manager of the terminal.

## **RULE 29 REMOVAL OF OBJECTIONABLE CARGO**

PA PTCT/PTGCT reserves the right to move freight or other material, which in their judgment is likely to damage other property, to another location at the risk and expense of the User, as reasonably determined by PA PTCT/PTGCT, with a relationship with the cargo.

## **RULE 30 LIEN**

Any and all services performed on the terminal, including but not limited to container related services, including interest on unpaid service, shall give rise to a lien in favor of PA PTCT/PTGCT against the vessel,



container, chassis, the cargo, or any other tangible property whatsoever (the "Collateral"). PA PTCT/PTGCT shall have a possessory lien on Collateral located in the terminal or other areas outside the terminal under PA PTCT/PTGCT's control. PA PTCT/PTGCT may exercise its lien to satisfy unpaid obligations both with respect to cargo currently in its possession and with respect to past due amounts. PA PTCT/PTGCT may with or without prior notice to the applicable User, sell the contents of a container or any cargo to satisfy unpaid obligations, including any internal administrative or outside legal costs of PA PTCT/PTGCT.

### **RULE 31 OVER TIME WORKING HOURS**

When PA PTCT/PTGCT performs work at other than straight time hours for the convenience of the cargo interests, the applicable charges under this Schedule of Rates (Part III) shall be applied, plus additional labor charges and other applicable charges.

### **RULE 32 WAIVER OF IMMUNITY; LIMITATION OF LIABILITY**

Any user of PA PTCT/PTGCT, in consideration for services performed and the use of the terminal facilities, waives any defense of sovereign immunity or other limitation of liability (statutory or otherwise) to charges, fees or damages sought to be recovered by PA PTCT/PTGCT.

### **RULE 33 TRUCK SERVICE SCHEDULING**

#### **A. BREAKBULK FOR CONTAINER VESSELS**

1. PA PTCT/PTGCT reserves the right to handle breakbulk cargo. Requests must be submitted and approved by terminal prior to any cargo arriving at the terminal.
2. All truck scheduling must be done on a prior day order by 12:00 pm. All scheduled trucks must be registered in person by 12:00 p.m.
3. Unscheduled trucks must register in person by 12:00 p.m. and will be worked as time permits and if possible. Any loading or unloading beyond 5:00 p.m., whether to complete or start a new job, may be performed on an approved Over Time basis subject to payment of additional charges.

#### **B. CONTAINERS**

1. All transactions intended to be conducted at the terminal must have a pre-approved appointment scheduled in the terminal appointment system.
2. Grounded Stacks and Empty Container Yards
  - The terminal will receive, and dispatch containers from 8:00 a.m. until 5:00 p.m. Drivers must be in the inbound lane by 4:30 pm for a receipt and/or delivery.
  - Late arrivals will be processed by appointment only and on an Over Time basis subject to additional charges.
3. Appointment Fees
  - Missed Appointments – A fee of \$65.00 will apply for each full container appointment missed. Fee is due upon creation of new appointment for the same container.
  - Rescheduled Appointments – A fee of \$65.00 will apply for each full container appointment rescheduled to a different day after terminal labor order has been finalized.

PA PTCT/PTGCT shall not be required to perform mounting or demounting after 5:00 p.m. unless an appointment for Over Time has been arranged prior to 3:00 pm subject to additional charges.

**C. Breakbulk/General Cargo**

1. All transactions intended to be conducted at the terminal must have a pre-approved appointment scheduled in the terminal appointment system.
2. Terminal Rules
  - Appointments must be made no later than 3:30PM for the following day. This includes rolled appointments as well. Same day appointments are not allowed. Truck drivers showing up without an appointment will be turned away.
  - General cargo operating hours are from 08:00 to 4:00PM, Monday thru Friday, excluding holidays and weekends. The terminal closes for lunch from 11:40AM to 1:00PM. Trucks with an appointment who have checked in by 4:00PM will be serviced.
3. Appointment Fees
  - Missed Appointments – A fee of \$45.00 will apply for each appointment missed. Fees will be counted at the end of each month and billed at beginning of the following month.
  - Failure to pay the missed appointment fees could lead loss of ability to make appointments until missed fees are paid in full.

**RULE 34 VESSELS REQUIRED TO USE TUG ASSISTANCE**

Vessels docking or undocking at PA PTCT/PTGCT's facility will be required to use tug assistance unless other arrangements have been made with PA PTCT/PTGCT prior to docking or undocking. Failure to comply with this requirement could result in denial of a berth at PA PTCT/PTGCT's discretion.

**RULE 35 VESSEL TO VACATE BERTHS**

On requests for a berth, PA PTCT/PTGCT will designate the particular berth at which the vessel shall dock. PA PTCT/PTGCT does not guarantee to furnish docking facilities. Arrangement must be made in advance of arrival of vessel in order to assure docking facilities.

PA PTCT/PTGCT may order any vessel to vacate any berth when it takes a berth without prior approval from PA PTCT/PTGCT or PA PTCT/PTGCT deems that the continued presence of such a vessel at such berth would be a potential hazard to the vessel, the berth, the facilities or the rights or property or safety of others. Such situations include, but are not limited to potential natural disasters such as hurricanes, tornadoes, earthquakes or flooding and such events as strikes, acts of terrorism or war.

PA PTCT/PTGCT may order any vessel to vacate any berth when it is deemed that the continued presence of such vessel is occupying berth space otherwise required to berth the vessels of other Users. No User shall have a preferential berth unless expressly stated in writing between PA PTCT/PTGCT and that User.

PA PTCT/PTGCT shall provide written notice (administrative message, facsimile transmission, etc.) to the Steamship Line, Ship's Agent, or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this Tariff Rule in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.

If the vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by PA PTCT/PTGCT, the vessel or others as a result of such failure to vacate. PA PTCT/PTGCT shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel. If such movement occurs, the vessel shall indemnify and hold PA PTCT/PTGCT harmless, except for PA PTCT/PTGCT's gross negligence, for any damage or liability, which may occur as a result of such movement. Failure to comply with an order to vacate will result in a charge to the vessel of

\$1,250 per hour for each hour, or fraction thereof, of non-compliance. This charge shall be a minimum estimate of the damages to PA PTCT/PTGCT and shall not constitute a waiver by PA PTCT/PTGCT of any greater actual damages, it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.

## **RULE 36 DISCHARGING OF OILS, NOXIOUS LIQUID SUBSTANCES AND GARBAGE**

The discharging of ballast, bilge, oil contaminated water, noxious liquid substances, sewage, garbage or any debris into slips, channels or on PA PTCT/PTGCT facility is strictly prohibited. Violators will be subject to charges, penalties and fines as may be determined by PA PTCT/PTGCT. Direct contact must be made with a USCG approved contractor for the removal of the aforementioned materials in a manner consistent with MARPOL and any other federal and local regulations which may control the disposal of ballast, bilge, oil contaminated water, noxious liquid substances, sewage, garbage or any debris.

PA PTCT/PTGCT must approve any requests to discharge any items listed in Rule 36 prior to commencing operations.

## **RULE 37 SAFETY - PORT USER LIABILITY**

Parties using PA PTCT/PTGCT are required to conform to any and all municipal, state and federal law, codes or regulations, including but not limited to OSHA, USCG, EPA, Department of Homeland Security, and DOT and will be held responsible for any violations of same and will indemnify and hold harmless PA PTCT/PTGCT and its affiliates for any liability resulting from such violation.

## **RULE 38 VESSELS REQUIRED TO COMPLETE LOADING/DISCHARGING**

In order to alleviate any current or future congestion, PA PTCT/PTGCT may require any vessel already in berth, or about to berth, to work continuously to completion of loading/discharging at the vessel's expense. Should the continuous loading/discharging requirement be terminated by PA PTCT/PTGCT, when the agents and/or owners of the vessel are so requested, the vessel shall vacate the berth. Reassignment to a berth for completion of loading/discharging will be at PA PTCT/PTGCT's discretion. Any vessel refusing to vacate the berth after being so notified, may be subject to removal by PA PTCT/PTGCT at the relevant User's risk and expense, including any damage, except that caused by PA PTCT/PTGCT's gross negligence. PA PTCT/PTGCT may assess an additional dockage charge of \$1250 per hour, or fraction thereof, commencing two (2) hours after notice to vacate is given, and will be assessed in addition to Dockage charges published elsewhere in this Tariff.

## **RULE 39 MOVEMENTS OF VESSELS**

Vessels moored alongside vessels which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such vessel must, at the request of PA PTCT/PTGCT, temporarily move, if they, in the judgment of the PA PTCT/PTGCT, are blocking the ingress or egress of a vessel ready to be docked or undocked. When vessels have finished discharging or taking on cargo, their right ceases to the use of the dock, pier, or bulkhead and such vessels must, at the request of PA PTCT/PTGCT, surrender the berth.

## **RULE 40 RECEIPT OF EXPORT CARGO**

All export cargo must be properly blocked and braced upon arrival to the terminal. If it is deemed by PA PTCT/PTGCT at any time before the cargo is loaded that this requirement has not been met, the export cargo will not load and the cargo owner will be notified.

For the receipt of Export Hazardous cargo an electronic pre-advise (COPRAR) for any hazardous load prior to arrival at the terminal must be received.

## **RULE 41 RESPONSIBILITY FOR DAMAGES**

Users shall be responsible for all damage resulting from the use of PA PTCT/PTGCT property and facilities. PA PTCT/PTGCT reserves the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the terminal property and facilities including damages to docks, piers, bulkheads, wharves, cargo, containers, and their contents if loaded; equipment, rail, shop facilities, water, heat, light, etc., and hold any relevant User or any other party or parties that may be in any way considered responsible for the damages liable for payment of damages, together with all interests, costs and attorney's fees that may be incurred in the collection of the damages. PA PTCT/PTGCT may detain any vehicle, common carrier, vessel, water craft, etc., that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees. This Rule is not to be construed as holding Users liable for any portion of such damages caused by PA PTCT/PTGCT's gross negligence.

## **RULE 42 LIMITATION OF LIABILITY**

1. Subject to the provisions of paragraph (2) below, PA PTCT/PTGCT assumes no liability for loss or damage to freight or cargo handled or transshipped through a Terminal.
2. PA PTCT/PTGCT shall be liable only for damage resulting from its gross negligence to exercise due and proper care in performing the services and affording the facilities provided for herein. In no case shall PA PTCT/PTGCT be liable for a sum in excess of \$500 per package or per customary freight unit for nonpackaged objects unless the relevant User, prior to the commencement of such services or use of such facilities, declares a higher value in writing AND pays to PA PTCT/PTGCT, in addition to the other charges for such services as herein set forth, a premium computed at one percent (1%) of the declared value of each package or non-packaged object. In the event of a higher value being declared in writing AND the payment of one percent (1%) premium, the liability of PA PTCT/PTGCT, if any, for damage resulting from PA PTCT/PTGCT's gross negligence in performing the services and affording the facilities provided for herein shall be determined on the basis of such declared value, or a pro rata portion of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the cargo. The word "package" shall include any container; van, trailer, pallet, or all other types of cargo unitization. The word "customary freight unit" shall mean the unit on which ocean freight was or is to be calculated for any objects not shipped in a "package" as defined hereunder. In no event shall PA PTCT/PTGCT be liable for more than the loss or damage actually sustained, either up to the \$500 per package limitation or such higher value if declared and the premium has been paid. Each USER shall ensure that its bills of lading or contracts of affreightment contain a Himalaya Clause that extends all rights, remedies, exceptions, defenses and limitations available to USER to PA PTCT/PTGCT including, but not limited to, the Carriage of Goods by Sea Act (COGSA) and U.S. \$500 per package or customary freight unit limitations as set forth therein. In any event, USER shall defend, hold harmless and fully indemnify PA PTCT/PTGCT for any liability or exposure in excess of COGSA's \$500 per package or customary freight unit limitations or in failing to extend COGSA to PA PTCT/PTGCT. PA PTCT/PTGCT shall not be liable for any consequential damages, expenses, incidental damages or special damages or loss of profits or revenue in connection with its performance of services or furnishing of facilities, and PA PTCT/PTGCT shall have the option, at its sole discretion, of replacing any lost property or cargo and/or replacing or repairing any damaged property or cargo. PA PTCT/PTGCT's liability for any other loss other than related to cargo damage shall not exceed \$10,000.
3. PA PTCT/PTGCT will not be liable for any delay, loss or damage arising from strikes, slowdowns,

lockouts or labor disturbances of any persons in its employ or in the service of others nor for any causes arising there from, nor any causes unavoidable or beyond its control or other events of force majeure. PA PTCT/PTGCT accepts no responsibility for damages or accidents occurring when its equipment and/or operators or employees are furnished to perform work for third parties, except that caused by PA PTCT/PTGCT's gross negligence.

4. PA PTCT/PTGCT will not be responsible for damage sustained or caused by containers or cargo because of weather conditions, including but not limited to wind or flooding or any other causes beyond your reasonable control. PA PTCT/PTGCT accepts no responsibility for loss sustained by containers or cargo remaining in the pier area or in the stacks at any time. PA PTCT/PTGCT accepts no responsibility for injuries or death, damages or delays caused by cargo handling equipment, including but not limited to cranes, container handlers, container transporters or utility trucks and/or the operators of said equipment where the equipment is leased by PA PTCT/PTGCT to an applicable User and the equipment is in the custody and control or supervision of the said User.
5. PA PTCT/PTGCT shall not be liable for loss of or damage to the contents of containers and the Carrier shall indemnify PA PTCT/PTGCT against any injury, loss, damage, liability or expense whatsoever incurred or claimed by PA PTCT/PTGCT if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by matters beyond PA PTCT/PTGCT's control including, inter alia, without prejudice to the generality of this exclusion.
  - a) the manner in which the container has been packed; or
  - b) the unsuitability of the goods for carriage in containers; or
  - c) the unsuitability or defective condition of the container or the incorrect setting of any thermostatic, ventilation, or other special controls thereof.
  - d) insufficient or defective condition of packing or marks
  - e) inherent vice of the goods
6. Carrier shall make no claim against PA PTCT/PTGCT for an amount less than US\$1,500 (One thousand, five hundred United States Dollars) for any single incident or series of incidents arising from a common cause.
7. All parties to whom berths, wharves, transit sheds, mechanical equipment or other facilities have been assigned shall be responsible and liable to PA PTCT/PTGCT for any damage occurring to such property during their tenancy, occupation and/or use without regard to whom shall cause the damage, except that caused by PA PTCT/PTGCT's gross negligence. All such parties further agree to indemnify and hold harmless PA PTCT/PTGCT for any and all personal injuries and/or property damage caused by the negligence of the party or the parties' agents, employees and/or servants.
8. Each USER shall promptly notify PA PTCT/PTGCT in writing upon becoming aware of any matter which gives rise to or may give rise to a claim for loss or damage(s) against PA PTCT/PTGCT, stating in reasonable detail the nature of the matter and claim and, so far as practicable, the amount claimed. No amounts shall be payable by PA PTCT/PTGCT with respect to any claim unless USER has given PA PTCT/PTGCT notice of such claim in accordance with the preceding sentence (except to the extent PA PTCT/PTGCT is not prejudiced by any delay in the delivery of such notice).
9. In any event, PA PTCT/PTGCT shall be discharged from any and all liability for (i) any loss or damage to the goods or (ii) any claim of whatsoever kind, nature, or description arising out of or related to a USER'S use of PA PTCT/PTGCT wharves, facilities, or any services provided to USER by PA PTCT/PTGCT unless suit is brought against PA PTCT/PTGCT within one year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be considered "brought" for the purposes of this Rule unless process shall have been actually served and/or jurisdiction obtained over PA

PTCT/PTGCT within the specified one-year period.

### **RULE 43 TERMINAL SECURITY FEE**

A Terminal Security Fee per container is applicable to all full and empty containers loaded or discharged. Only one charge will apply to a transshipped container. Non-containerized cargo will be charged on a per short ton basis. All security charges are for the account of the B/L carrier.

Please refer to *Section 8.05* Terminal Security Fee rates.

### **RULE 44 TERRORISM**

PA PTCT/PTGCT shall not, under any circumstances, be liable for damage or injury caused to any User or the property of Users as a result of direct or indirect acts of terrorism.

### **RULE 45 HAZAROUS CARGO**

The following data is required for the delivering of hazardous cargoes to the terminal:

- A. Complete shipper's name and address and, where possible, telephone numbers for emergencies.
- B. User listed either separately or in the billing letterhead.
- C. Complete consignee's name and address, including the overseas port of destination on exports.
- D. Proper DOT shipping name, which is the technical name of the chemical involved. It must be as listed in the Code of Federal Regulations Title 49-Part 172.101. NOTE: Use an application as described in 172.200 through 172.203.
- E. Hazardous class of the material being shipped.
- F. Kind and number of containers and individual weights or total weight.
- G. Placards applied on all four sides per IMO and government regulations. For rail containers placards must be at least five feet above bottom rail of container.
- H. Shipper's certification. A shipper's certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF USCG/DOT/IMO AND/OR ANY OTHER CONTROLLING FEDERAL AND/OR STATE REGULATIONS.

This is to be accompanied by a legible signature of the person certifying.

- I. Properly documented special instructions, exceptions or exemption information, if required.

For the receipt of Export Hazardous cargo an electronic pre-advise (COPRAR) for any hazardous load prior to arrival at the terminal must be received.

All of the above must be complied with or the shipment will not be received by PA PTCT/PTGCT.

**RULE 46 INDEMNITY**

In addition to any other specific remedies provided herein or under applicable law, except as may be caused by PA PTCT/PTGCT's gross negligence (and then only to the extent of such gross negligence), any applicable User agrees to defend, indemnify and save harmless PA PTCT/PTGCT and its affiliates and their respective officers, directors, agents, employees, successors and assigns from and against all causes of actions, losses, liabilities, claims, demands judgments, expenses and suits for damages, including death and personal injury, including costs and reasonable attorney's fees, incident to or resulting from their operations on the terminal and/or the use of the terminal's services, equipment and facilities.

**RULE 47 ACCEPTANCE OF CARGO OR COMMODITY FOR HANDLING OR STORAGE; RESPONSIBILITY FOR CONSEQUENTIAL DAMAGE AND INFESTATION**

When any cargo or commodity is accepted for handling or storage, it is understood and agreed that any and all losses, damage, or costs of fumigation, incurred by PA PTCT/PTGCT attributable to or because of infestation or inherent vice of the cargo or commodity in question, shall be for the account of the relevant User.

**RULE 48 TERMINAL PROPERTY**

The terminal property is not a public thoroughfare and all persons and vehicles entering thereon must have authorization to enter the terminal property and do so at their own risk. Such persons and vehicles by entering the terminal property, agree to obey and be bound by all rules, regulations, signs, policies, security, and traffic control devices applicable thereto, including maximum posted speed limits within the terminal property, and to park only in designated parking locations on the property. All persons or vehicles entering upon the terminal property shall carry such forms of identification as may be required by public or governmental authorities or PA PTCT/PTGCT and shall display such identification to PA PTCT/PTGCT upon request. All vehicles, persons and accompanied and unaccompanied baggage is subject to search.

**RULE 49 DELAYS AND DETENTIONS**

The relevant User shall hold harmless and indemnify PA PTCT/PTGCT for delays or demurrage on railroad cars, highway trucks, or detention on vessels.

PA PTCT/PTGCT shall not be responsible for delays to vessels in berth or seeking berth, or be responsible for damages resulting from delays to vessels, regardless of cause. Port Tampa Bay, in granting a berth to vessels, does not warrant that such a berth will be vacant or otherwise available for any specific hour, time or date. The availability of a berth is contingent upon the actual vacating of vessel occupying the berth, as well as upon other operating conditions at the Port of Tampa. PA PTCT/PTGCT nor Port Tampa Bay shall not be responsible for any delays, or damages resulting from breakdown or failure of machinery, weather conditions, navigation, collision, tug-shifting services, labor stoppages, strikes, labor shortages, stand-by time, interruptions, available yard or warehouse space, or from any other like causes which arise through no fault of PA PTCT/PTGCT or Port Tampa Bay or other events of force majeure. Vessels, their owners, charterers, agents, or receivers of cargo, and other parties concerned shall hold and save PA PTCT/PTGCT and Port Tampa Bay harmless and indemnify it from and against any and all losses and claims resulting from any such delays in either obtaining and/or departing any Port Tampa Bay berth.

**RULE 50 LABOR DISPUTES, STRIKES**

In the event of a strike, slowdown, lockout, lack of sufficient laborers, or other labor disturbances involving a vessel at berth or one waiting for berth (whether it involves the vessel's crew or otherwise) which will, in the sole judgment of PA PTCT/PTGCT, interfere with, disturb, or impede operations of the terminal, PA PTCT/PTGCT may cancel such vessel's right to take berth or refuse to accept her at the berth, and in the event such vessel has taken berth, PA PTCT/PTGCT may order such vessel out of berth. Should any vessel berth or interfere with other vessels' ingress to or egress from the berth after being informed of the inability of PA PTCT/PTGCT to accept the vessel, or should the vessel refuse to vacate after being berthed, said vessel, her owners, agents and operators shall be liable for damages as hereinafter set forth.

**RULE 51 GENERAL ORDER LIEN**

PA PTCT/PTGCT will place a lien on cargo which is ordered by United States Customs to be placed into a General Order warehouse. Any and all terminal costs incurred in connection with complying with any Government authority shall constitute the amount of the lien.

**RULE 52 DAMAGED CARGO**

In the event a vessel operator/owner or its representative requests that PA PTCT/PTGCT move damaged containers or cargo, the vessel operator shall submit a written request to PA PTCT/PTGCT describing the cargo or container it wishes PA PTCT/PTGCT to move and stating that the party requesting the move agrees to accept any and all responsibility for the costs of the move and any and all damage that results from said movement and the cost of subsequent storage of the container or cargo pending repair or transshipment.

**RULE 53 DAMAGED OR ABANDONED EQUIPMENT**

PA PTCT/PTGCT will not permit storage of damaged, abandoned, miss-delivered, or unidentified equipment owned by third parties on the facility. The relevant User shall be allowed:

Fifteen (15) days to repair or remove damaged equipment from the terminal. Minor and roadability repair is defined as damages that require less than 1.25 hours of repair time provided the driver is able to pull the equipment to the roadability lane. Examples of roadability repair are lights, lenses, tires, mud flaps, FHWA inspection, sweep out, or any combination of repairs that do not exceed 1.25 hours for repair.

Commencement of the fifteen (15) days will be from the first day after terminal operating system has been updated noting damage status.

After 45 days, PA PTCT/PTGCT has the option to move containers to an off-dock facility, and all associated charges for such movement will be for the account of owner.

**RULE 54 STORAGE OF EQUIPMENT UPON BANKRUPTCY**

Equipment including but not limited to a container or a chassis remaining on the terminal 30 days after its owner or lessee has ceased operations due to bankruptcy or has gone out of business will be charged a storage charge on equipment. This charge will be \$55.00 per unit, per day and it will be assessed against the equipment from the date of the ceased operations and must be paid prior to release of the equipment. The amount due must be paid by the party requesting the release of the equipment.

**RULE 55 SPECIAL SERVICES**

Upon request and with advance arrangements, PA PTCT/PTGCT will provide special services not listed in Part III. Charges for these services will be based on labor billed at the Extra Labor Man Hour rates in Section 8.08, plus equipment rental rates in Section 8.09, plus the cost of materials plus thirty (30) percent.



Charges are subject to minimum labor requirements and will be billed where applicable.

## **RULE 56 VERIFIED GROSS MASS**

The International Maritime Organization (IMO) through the International Convention for the Safety of Life at Sea (SOLAS) requires that no loaded container may be stowed aboard a Vessel until the shipper provides a verified gross mass (VGM) of the container to the Ocean Carrier and PA PTCT/PTGCT. The Ocean Carrier is responsible for providing the verified gross mass (VGM) of any cargo laden export container. (See Section 8.16 for related procedures and fees).

## **RULE 57 RAIL SERVICES TERMS AND CONDITIONS**

### **INTERNATIONAL**

*Section Intentionally Left Blank*

### **DOMESTIC**

*Section Intentionally Left Blank*

## **RULE 58 TERMS AND CONDITIONS FOR EQUIPMENT MAINT. AND REPAIR**

### **CLAUSE I**

**SERVICES PERFORMED BY PA PTCT/PTGCT**

*Section Intentionally Left Blank*

### **CLAUSE II**

**SCOPE OF WORK**

*Section Intentionally Left Blank*

### **CLAUSE III**

**SUPPORTING DOCUMENTS**

*Section Intentionally Left Blank*

### **CLAUSE IV**

**COMMUNICATIONS AND DOCUMENTATION**

*Section Intentionally Left Blank*

### **CLAUSE V**

**SPARE PARTS**

*Section Intentionally Left Blank*

### **CLAUSE VI**

**CHARGES AND INVOICING**

*Section Intentionally Left Blank*

## **RULE 59 Governing Law and Jurisdiction**

Any and all disputes relating to this Terminal Operator Schedule shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any and all disputes arising out of or relating to this Schedule of whatsoever nature, shall be brought in the State of Florida to the exclusion of any other jurisdiction or venue and each User of the Terminal hereby irrevocably submits to the jurisdiction and venue of the State and Federal courts located in Tampa, Florida.

*[Intentional Left Blank]*

## PART III

### SCHEDULE OF RATES

Except as otherwise provided herein, the following charges apply to containers or chassis, of 20', 40' or 45' in length, dry or temperature controlled, not loaded in excess of their rated capacity, and having the loaded or empty configuration that can be routinely handled by conventional container handling yard equipment, and are assessed against the vessel, such charges being on a per container or activity basis.

Additionally, unless otherwise noted all services and rates listed are considered performed on Straight time hours.

Parties requesting yard work activities must allow a minimum 24 hours for completion of the service requested. This does not include weekends or holidays.

#### **Article I      Partnership Incentives**

##### **Section 1.01      Volume Based Incentives**

- A. Each Carrier will be entitled to standard allowances for extra gate moves (Section 6.01) and empty storage free allowance (Section 4.07). Each Carrier will be further entitled to Volume Based Incentives as per the matrix below. The parameters of Volume Based Incentives are set forth below.

Volume Based Incentives				
	Lifts Per Incentive Year	Volume Incentive Rebate of Carrier's Incentive Year Spend	Gate Ratio Factor	Empty Storage Free Allowance
Tier 1	0 to 25,000		1.5	8%
Tier 2	25,001 to 35,000	1%	1.5	8%
Tier 3	35,001 to 45,000	2%	1.6	14%
Tier 4	45,001+	3%	1.75	16%

- (1) The Incentives will be based on the Incentive Year from Oct 1, 20XX through September 30 20YY.
- (2) Incentives will be provided separately to each Carrier
- (3) The Incentives will be based on the individual lifts of each Carrier made under Section 2.01 (A)(1), (A)(2), (B)(1) and (B)(3).
- (4) Carrier will be given the Incentives for the tier achieved in the Incentive Year. Each Incentive Year is considered separately, and the lifts in a given Incentive Year will count only towards the incentive of that year. For ease of Carrier's planning, the Gate Ratio Factor and Empty Storage Fee Allowance will be based on the preceding Incentive Year.
- (5) The Incentives are contingent on Carrier remaining current throughout the Incentive Year in their Accounts Payable to PTCT TAMPA
- (6) All earned Incentives will be credited to Carrier after the end of the Incentive Year once Carrier has paid all related invoices in full.

##### **Section 1.02      Rail Incentive**

*Section Intentionally Left Blank*

## Article II Vessel Operation

### Section 2.01 Standard Lift from cellular container vessels with fully automated twistlocks

- A. Standard Lift Rate – Each Standard Lift shall be charged as per below:
- |   |          |
|---|----------|
| (1) Standard Lift Rate, Loaded Containers | \$332.49 |
| (2) Standard Lift Rate, Empty Containers  | \$302.56 |
- B. In addition to the Standard Lift Rate in Section 2.01 (A) above, or in addition to the Transshipment Lift Rate, Shift Rate(S), or Restow Rate(s), a special container surcharge is applicable to the following types of Containers:
- |  |          |
|--|----------|
| (1) OOG Containers using Overheight Spreader | \$122.24 |
| (2) OOG Container using wires                | \$912.17 |
| (3) 53' Containers                           | \$256.31 |
- (a) Prior to vessel arrival, Carrier must provide chassis of proper size and type
- (b) In addition, 53' containers incur fees at the prevailing restow rate.
- (4) Additional Crane Surcharge
- Applicable if an additional crane or cranes are used over and above the two cranes including in the Base Rate for a particular vessel call. Per standard lift.
- (a) One additional crane – 20% of Prevailing rate in Section 2.01 (A) & (B)(1) above.
- (b) Two additional cranes – 25% of Prevailing rate in Section 2.01 (A) & (B)(1) above.
- C. The following items are included in the Standard Lift Rate & Transshipment Lift Rate:
- Straight time Stevedoring;
  - Normal Container lashing (excluding gang detentions);
  - Hatch cover moves (excluding where Carrier requests PA PTCT/PTGCT go back in hatch, which incurs the detention gang hour rates);
  - Pin and gear box moves required for operations;
  - Standard Road Gate Package set forth in Section 6.01;
  - [INTENTIONALLY LEFT BLANK]

[Note: Appendix II applies] Note: Standby, Guarantee, Detentions

**Section 2.02 Transshipment Container**

- A. A Transshipment Container is a cargo laden Container discharged at the Terminal from one Vessel or barge and subsequently loaded to another Vessel or barge at the Terminal without having left the Terminal

(1) Transshipment Lift Rate (two Lifts charged per Transshipment) \$240.90

- B. To qualify for the Transshipment Lift Rate, Carrier must declare Transshipments in writing at least 24 hours prior to Vessel's arrival. The Transshipment Life Rate is in lieu of the Standard Lift Rate.

**Section 2.03 Shifting and Restowing**

- A. Shifting is the movement of a Container from cell to cell in the same hatch which does not require crane to gantry. Restowing of a Container is the movement of a Container off the Vessel and reloaded to the same Vessel during the same Vessel call.

(1) Dry Shift Rate (cell to cell, one Move) \$165.13

(2) Reefer Shift Rate (cell to cell, one Move) \$165.13

(3) Dry Restow Rate (cell to dock to cell, two Moves) \$330.24

(4) Reefer Restow Rate (cell to dock to cell, two Moves) \$435.53

\*includes unplug and plug in Yard if necessary

**Section 2.04 Breakbulk Cargo**

- A. Breakbulk Cargo must comply with all terms of this Tariff
- B. Breakbulk/Non-containerized cargo discharging to direct to/from water OR direct to/from truck will be quoted on a case by case basis.
- C. Photos of breakbulk requested by Carrier, per unit \$173.60

**Section 2.05 Gang Hour Rates**

- A. Standby and Guarantee rates apply for any period of time where, through no fault of PA PTCT/PTGCT, a gang is unable to work on the Vessel. Reasons for Standby and Guarantee include, but are not limited to, late Vessel arrival and for the period of time from which a gang ceases to provide Terminal Services through the end of the paid work period for such gang.

(1) Straight-time Standby, Guarantee per gang hour \$3,894.76

- B. Detention rates apply for any period of time where, through no fault of PA PTCT/PTGCT, a gang is unable to work on the Vessel. Reasons for Detention include, but are not limited to, unsafe conditions, vessel stores, bunkering, failure by Carrier to complete any of its obligations set forth in this Agreement, and delays caused by governmental authorities.

(1) Straight-time Detention per gang hour \$3,894.76

- C. Straight-time Extra Labor, per gang hour \$4,566.38

D. The Following additional Rates apply to stevedoring services provided outside of Straighttime:

(1) Overtime, per gang hour	\$1,215.31
(2) Meal Hour Straighttime, per gang hour	\$2,430.63
(3) Meal Hour Overtime, per gang hour	\$4,861.27

#### **Section 2.06 Assessments and Government Charges**

- A. Rates do not include the following items: any and all Container and/or labor assessments (other than man hour assessments), royalties, or any other assessments which are the responsibility Of the Carrier.
- B. Carrier must pay directly to the appropriate party any Port Authority assessment or container charges which are the responsibility of the Carrier. The Rates do not include any government related fees or surcharges.

#### **Section 2.07 Gang Rolls**

- A. When gangs are rolled directly from one Vessel to another, the receiving Vessel will pay a charge equal to thirty (30) minutes of the Prevailing Detention rate for each gang rolled.

### **Article IV Extra Services**

#### **Section 3.01 Bunkers**

- A. Subject to Carrier obtaining in advance all Port and/or Government approvals and notifying PA PTCT/PTGCT in writing at least 48 hours prior to Window Start, Carrier may bunker Vessels waterside during port stay.
- B. Bunkering of Vessels may not interfere with other Vessel movements or with Vessel operations. Carrier is responsible for any Detention incurred by PA PTCT/PTGCT caused by Carrier's Bunkering of its Vessel.
- C. The Carrier is responsible for all safety precautions required while bunkering, however PA PTCT/PTGCT reserves the right to order the discontinuation of bunkering operations if deemed unsafe by PA PTCT/PTGCT.
- D. Dockage per section 8.04 applies to Bunkering outside normal operations.

#### **Section 3.02 Vessel Stores and Parts**

- A. Charged at Prevailing Extra Labor Rates, which are subject to minimum guarantees and Equipment. Rates apply to any labor and/or equipment provided.

## Article V Yard Services

### Section 4.01 Mounting and Grounding of Containers

- A. For imports, the Standard Lift Rate includes a single grounding of a Container from the Vessel into the Yard and a single mounting of such Container directly onto the inland carrier's chassis during the grounded delivery process. The Standard Lift Rate does not include a premount.
- B. For exports, the Standard Lift Rate includes lifting the Container directly off of the inland carrier's chassis and grounding it into the Yard during the grounding receipt process and the single mounting of the Container for movement to the Vessel.
- C. The Transshipment Lift Rate includes a single grounding of the Container into the Yard or a single mounting of the Container for movement to the subsequent Vessel.
- D. Out of Gauge cargo, cargo laden tank containers, TC Containers, and hazardous cargo may or may not be grounded. Carrier may be required to supply chassis through one of the on-terminal chassis vendors for handling of these Containers.
- E. For activity not included in the Standard Lift Rate, Transshipment Lift Rate, or if not specifically covered in other rates, PA PTCT/PTGCT will mount and ground Containers at Carrier's request at the following rates:
- F. Rate for mount or ground per Container handling:
 

(1) Straighttime	\$65.68
(2) Other than Straighttime	\$98.52

### Section 4.02 Change of Vessel or Discharge Port (Rolled Container)

- A. A Rolled Container fee applies to Containers whose export Vessel or discharge port is changed after such Container arrives on Terminal. The fee includes handling the Rolled Container, movement of the Rolled Container to another location in the Yard if required, and administration, but does not include rehandling of other Containers in the stack (if required).
- B. Rate for one Roll:
 

(1) To a later Vessel	\$131.36
(2) Additional Rehandles to Make Container Available (Per Rehandle)	\$65.68

### Section 4.03 Movement of Containers

- A. Containers requiring M&R services will be moved from place of rest in yard to the M&R area or from the M&R area to place of rest in the yard. Carrier is responsible for arranging and costs for chassis & containers requiring M&R.
 

(1) Rate for movement of container either to or from M&R	\$130.73
--	----------
- B. The rate for any other drayage within the terminal requested by the carrier includes drayage of the container from its current location in yard to its new location in yard.
 

(1) Straighttime Rate for other dray	\$54.43
--------------------------------------	---------

- |   |         |
|---|---------|
| (2) Overtime Rate for other dray                          | \$81.66 |
| C. Segregating grounded containers, per container handled | \$65.68 |

**Section 4.04 Chassis Switching**

- A. Chassis Switching occurs if PA PTCT/PTGCT is required to remove a Container from one chassis and place it on another chassis due to a non-roadworthy or shipper owned chassis. This excludes mismatches caused by PA PTCT/PTGCT.
- B. PA PTCT/PTGCT's invoice for Chassis Switching will include a list of Containers which required Chassis Switching along with the chassis numbers.
- C. Rate per Chassis Switch per Container:
- |                             |         |
|-----------------------------|---------|
| (1) Straighttime            | \$65.68 |
| (2) Other than Straighttime | \$92.29 |

**Section 4.05 Premounting of Containers**

- A. Carrier may request that PA PTCT/PTGCT premount Containers. PA PTCT/PTGCT may accommodate or decline such request in its sole discretion.
- B. Premounting includes draying a chassis to the Container, placing the Container on the chassis, and moving the Container and chassis to the wheeled area in the yard. The Carrier is responsible for arranging for and costs for the chassis through the chassis pool operator on the Terminal.
- C. Rate per premount request
- |  |          |
|--|----------|
|  | \$185.69 |
|--|----------|

**Section 4.06 Container and/or Cargo Inspection/Survey**

- A. For Containers and/or Cargo requiring an inspection or survey at the request of the Carrier (such as inspection of damaged containers or opening doors for viewing of Cargo), PA PTCT/PTGCT. will place the Container in the Yard, mount and ground Container as required, open and close doors, and reseal the Container.
- B. Rate per Container made available for survey or inspection
- |  |          |
|--|----------|
|  | \$294.78 |
|--|----------|
- C. This rate does not apply to Containers requiring government and security exams.

**Section 4.07 Empty Containers**

- A. Carrier is entitled to an empty storage day allowance for each calendar month equal to the total Standard Lifts in such calendar month multiplied by the allowance in the Volume Based Incentives in Section 1.01 multiplied by the number of days in such month.
- B. Excess empty container days above such allowed empty container free-days incur the following fee:
- |  |        |
|--|--------|
| (1) Empty Daily Storage rate, per Container, per day | \$3.59 |
|--|--------|
- C. Carrier's empty Containers on the Terminal may not exceed 1.75 percent of Carrier's annual Standard Lifts. If PA PTCT/PTGCT advises Carrier that Carrier's empty Containers



exceed such levels and Carrier fails to remedy the excess within fourteen calendar days, PA PTCT/PTGCT may cease to receive empties. If during the following 90 days the Carrier again exceeds the 1.75 percent threshold, PA PTCT/PTGCT may immediately cease to receive empties without any advance notice.

- D. PA PTCT/PTGCT will nominate empty Containers for loading on Vessels based on batches of type and/or size combinations and Carrier's load out plan. PA PTCT/PTGCT may pick the most efficient Containers out of the Yard, complying with the empty nomination request from the Carrier.
- E. Carrier must provide forecasts for empties loading to Vessel at least five days prior to Vessel's arrival with updates being made 72, 48 and 24 hours prior to Vessel's arrival. The empty nomination request must be included as part of the Final Load List submitted by the Carrier to PA PTCT/PTGCT.
- F. Any Empty Nomination or change request made after the Final Load List will be considered. If agreed to by PA PTCT/PTGCT, the associated Containers will incur the following administration fee in addition to the Standard Lift charges. Any Service Levels will be suspended if such a request is fulfilled.
  - (1) Late empty nomination or change fee, per Container \$20.80
- G. Extra shifting in the Yard due to nomination of specific empty units will be charged as per the Prevailing mounting/grounding rate.
- H. Empty Containers or gensets which are damaged and cannot be placed into service which remain on the Terminal for more than 10 calendar days without approval from the Carrier to proceed with the necessary repairs will incur a daily fee notated in *Section 9.04* until approved. If the Carrier chooses to sell or otherwise dispose of a damaged container or genset then Carrier shall be granted an additional 7 calendar days from the date of notification to remove from the terminal, at the expiry of the additional 7 days the container or genset will incur the daily fee until removed.
- I. Out of Service equipment remaining on terminal which cannot be stacked in excess of 10 calendar days without Carrier approval to proceed with necessary repairs will incur a daily fee until approved or removed. \$125.76
- J. Equipment listed for Sale, or sold, remaining on terminal in excess of 10 calendar days will incur a daily storage fee until removed. \$22.21

#### **Section 4.07 Chassis**

- A. Carrier may not store chassis on-Terminal but may utilize PA PTCT/PTGCT approved on-Terminal chassis providers for on-Terminal chassis requirements. Carrier must provide chassis for OOG, Breakbulk, certain Hazardous containers requiring segregation, loaded TC Containers, premounting, pretripping, and for M&R.

### **Article V Temperature Controlled Container ("TC Container") Services**

#### **Section 5.01 Standard TC Service**

*Section Intentionally Left Blank*

**Section 5.02 Electricity and Monitoring**

A. The following rate applies for electricity and monitoring of TC Containers:

- |   |         |
|---|---------|
| (1) Rate per TC Container per calendar day, or part thereof | \$64.75 |
|---|---------|

**Section 5.03 Data Download**

A. At the request of the Carrier, PA PTCT/PTGCT will provide electronic temperature downloading of a TC Container, provided a compatible computer program available.

- |  |          |
|--|----------|
| (1) Electronic temperature downloading rate per download | \$108.95 |
|--|----------|

**Section 5.04 Change of Data**

A. A change of data charge applies to any change to the original settings made for a TC Container unit after receipt.

B. The rate for change of data is 30 minutes per request at the Prevailing Reefer Mechanic Extra Labor Rates.

**Section 5.05 Movement to Facilitate Pre-Trip Inspections**

A. The rate for movement of Containers to facilitate pre-trip inspections covers one-way movement either to or from the pre-trip area and includes the dray and mounting of the Container.

- |   |          |
|---|----------|
| (1) Pre-trip inspection dray rate – one way | \$160.38 |
|---|----------|

B. This does not include pre-trip inspections labor.

**Section 5.06 Genset Storage**

A. Upon notice from PA PTCT/PTGCT, Carrier will remove excess gensets from Terminal within 14 calendar days. If Carrier does not remove excess gensets then storage will apply:

- |  |         |
|--|---------|
| (1) Rate for excess genset storage, per genset per day | \$12.27 |
|--|---------|

B. If requested by Carrier, PA PTCT/PTGCT will perform a manual genset inventory at the Prevailing Reefer Mechanic Extra Labor Rates.

**Section 5.07 Genset Mounting**

A. PA PTCT/PTGCT will mount or dismount gensets from Containers or chassis when TC Containers are received into or delivered from the Terminal.

B. The rate for each genset mount or dismount is 45 minutes at the Prevailing Reefer Mechanic Extra Labor Rates.

**Section 5.08 Genset Refueling**

A. Gensets will be fueled as required for delivery. PA PTCT/PTGCT will provide a fueling log

showing the number of gallons placed into each genset. The Carrier is responsible for payment of all fuel placed into the genset. The rate for Fuel (excluding labor to fuel) will be equal to the Gulf Coast diesel prices weekly average at the time of fueling, plus 15 percent. The Gulf Coast diesel prices weekly average are located on the government website:

<http://www.eia.gov/petroleum/gasdiesel/>

- B. In addition to the cost of fuel, the labor rate to fuel a genset is 45 minutes at the Prevailing Reefer Mechanic Extra Labor Rates.

#### **Section 5.09 Reefer Mechanics**

- A. The following "Reefer Mechanic Extra Labor Rates" apply per mechanic per hour to the change of data, genset inventory, genset mounting or dismounting and genset refueling:

(1) Straighttime	\$217.89
(2) Overtime	\$326.84
(3) Double Time	\$435.78

#### **Section 5.10 Premounting or dismounting of gensets for TC Containers**

- A. The rate to premount TC Container gensets for TC Containers includes the movement from place of rest in the Yard to the genset mounting area, genset mount, and the movement of the Container from the genset mount area to place of rest in Yard.
- B. The rate to dismount gensets for TC Containers includes the movement within the Yard to the genset dismount area, dismount of the genset, and movement from the genset area to place of rest in the Yard. This applies to activities such as TC Containers with gensets attached moving from the rail into the Terminal. This rate does not include drayage from rail to terminal.
- C. Rate for premounting or dismounting TC Container gensets:
 

(1) Straighttime	\$231.45
(2) Overtime	\$347.18
(3) Double Time	\$462.90

#### **Section 5.11 Plugging and Unplugging Services**

- A. Rate to plug or unplug TC Containers on-Terminal beyond plugs and unplugs included in Standard TC Container Services, per event. \$108.95

**Article VI Inland Interface Services****Section 6.01 Standard Road Gate Package**

- A. Carrier is entitled to the Standard Road Gate Package for each Lift paid at the Standard Lift Rate.
- B. The Standard Road Gate Package is calculated on a calendar month basis. It includes the Gate Ratio Factor in the Volume Based Incentives in Section 1.01 for each Standard Lift Rate paid by Carrier. Gate Moves not related to Vessel Activity are not included in the Standard Road Gate Package. Excess Gate Moves (if any) will be invoiced on a calendar month basis.
- C. The Standard Road Gate Package only applies to Gate Moves during Straight time gate hours, from 0800 to 1200 and 1300 to 1700, where the last truck exits the Terminal prior to 1700, The following activities will be performed at the over the road gate:
  - (1) All Containers moving through the over the road gate will be inspected for visible major damage and for presence of seals which may be done via cameras.
    - a. Installing a high security seal at time of receipt, per event \$34.44
  - (2) An electronic Trailer Interchange Report will be created.
  - (3) All Containers received at the over the road gate must have a valid scale ticket from a certified scale.
- D. Any Gate Moves above those included in the Standard Road Gate Package will incur both a Gate Move fee and a mount or grounding fee.
  - (1) Gate Move fee, per excess Gate Move \$53.12
  - (2) Mount or ground fee, per excess Gate Move \$65.68
- E. Import and export Containers or other cargoes received and redelivered without loading or discharging to or from a Vessel are not included in the Standard Road Gate Package and will be invoiced a separate charge. This also includes import containers or cargo that discharged in a port other than Tampa, or that originated domestically. Terminal storage from the first day on Terminal through the last day on Terminal and reefer charges are not included in the rate and will be invoiced separately.
  - (1) Import and export redeliveries, per Container \$228.20
  - (2) Import and export redeliveries – General Cargo, per truck \$150.00

**Section 6.02 Road Gate Overtime**

- A. Carrier may request additional gate hours outside Standard Gate Package at Carrier's expense. Carrier must make such request 24 hours in advance and must provide:
  - (1) An estimate of Gate Moves Carrier (and its customers) wish to perform;
  - (2) Services (import/exports from/to ground/ chassis, empty receipt/delivery, TC Container services, etc.) and service level(s) desired during the extra gate.
- B. Upon such request, PA PTCT/PTGCT will quote estimated charges for the additional gate hours.

- C. If Carrier agrees to the charges, Terminal Operator will place labor orders and provide the extra gate as contracted.

### **Section 6.03 Hazardous Labeling and Acceptance**

- A. PA PTCT/PTGCT may refuse Hazardous Goods which are not properly placarded at over the road gates or rail. PA PTCT/PTGCT will apply or remove improper placards for Containers received into the Terminal at the following rates.

- |  |         |
|--|---------|
| (1) Placarding Containers, per placard               | \$38.33 |
| (2) Removal of placards from Containers, per placard | \$46.01 |

- B. IMO Class 1 and Class 7 are not allowed on Terminal without advance prior written permission from PA PTCT/PTGCT which is only valid on a shipment by shipment basis.

### **Section 6.04 Weighing of Equipment**

- A. All Containers received at the over the road gate must have a valid scale ticket from a certified scale.
- B. If a Container needs to be weighed after receipt, the following fee applies (includes a charge for two one-way terminal drays, a mount charge and a ground charge).

- |                                  |          |
|----------------------------------|----------|
| (1) Rate per weigh after receipt | \$137.27 |
|----------------------------------|----------|

### **Section 6.05 Sealing of Containers**

- A. Per applied seal. PA PTCT/PTGCT may refuse to receive Containers on-terminal without a proper seal. \$34.44

### **Section 6.06 Stuffing and Stripping Services**

- A. PA PTCT/PTGCT will provide on-Terminal stuffing or stripping services for oversize pieces on flatracks or platforms only where such services are within the capabilities of Terminal equipment. PA PTCT/PTGCT will provide on-Terminal stuffing or stripping of gensets in Containers or from trucker's equipment. PA PTCT/PTGCT may restrict the days of the week for receiving and delivery of oversized pieces.
- B. Stuffing or stripping will be charged per Extra Labor Man Hour rates in *Section 8.08* plus Equipment at Equipment Rental Rates in *Section 8.09* plus materials at cost plus 15%.

### **Section 6.07 Receiving or Delivering Out of Gauge Units**

- |   |          |
|---|----------|
| A. (1) Per unit not requiring special lifting equipment | \$233.34 |
| (2) Per unit requiring special lifting equipment        | \$912.19 |

## **Article VII Rail Services**

### **Section 7.01 Rail Services**

*Section Intentionally Left Blank*

**Article VIII Miscellaneous****Section 8.01 Government Inspections**

- A. Inspection by governmental authorities on containers during vessel operations using VACIS machine, per container (shipside exams) \$112.59
- B. Inspection by governmental authorities on containers from stack or wheels, using VACIS machine, per container \$219.59
- C. Segregating containers at request of governmental authorities \$204.44
- D. Intensive exams ordered by governmental authorities are performed off site with the governmental authorities authorized contractor at rates separate and distinct from this tariff

**Section 8.02 Terminal Storage Charges (Rules 20, 21 and 22) upon Expiration of Free Time**

A.	Containerized Cargo	Dry	Tanks/Refrigerated
	Day 1-10	\$21.24	\$100.31
	Day 11 and beyond	\$25.97	\$118.03

- B. Break-Bulk Cargo & other loose commodities (per 2,000 lbs. per day) \$3.00
- C. Project Cargo (per piece per calendar day) \$1,123.04
- D. If the Carrier requests in writing, PA PTCT/PTGCT will manage, administer and collect Carrier's equipment demurrage for import Containers. PA PTCT/PTGCT will reimburse to Carrier 80 percent of collected Carrier's equipment demurrage less terminal storage and an administration fee of 10 percent of the collected Carrier's equipment demurrage and terminal storage.

**Section 8.03 Wharfage**

- A. Applicable to any cargoes passing through PA PTCT/PTGCT's Facility
  - (1) Loaded ISO Containers (per 2,000 lbs.) Per PTB Tariff
  - (2) Break-Bulk Cargo Per PTB Tariff
  - (3) Self-propelled vehicles on wheels Per PTB Tariff
  - (4) Loaded ISO Containers, not loaded or discharged from a vessel (per container) Per PTB Tariff

**Section 8.04 Dockage Rates**

- A. Per PTB Tariff

**Section 8.05 Terminal Security Fee**

- A. Per full/empty container loaded/discharged (per unit) \$12.53
- B. Non-Containerized Cargo (per 2,000 lbs.) \$0.40

Note 1 For transshipments discharged and loaded at PA PTCT/PTGCT facility only one charge will apply per container (for full discharge move).

Note 2 For containers received and delivered at PA PTCT/PTGCT facility without loading or discharging a vessel, a single charge per container will apply. \$18.79

**Section 8.06 Line Handling (Container/RO-RO Vessels) – Excluding NO WORK Holidays**

- A. Per event

Vessels less than 1,099' LOA

Tie Up/Let Go	Straighttime	\$1477.14
	Overtime	\$2,032.78

Vessels 1,100' LOA and over

Tie Up	Straighttime	\$2,215.71
	Overtime	\$3,049.17
Let Go	Straighttime	\$1,477.14
	Overtime	\$2,032.78

- B. Additional manning if required, per man per hour

Straighttime	\$97.78
Overtime	\$146.67

**Section 8.07 Line Handling (General Cargo/Ad Hoc Vessels) – Excluding NO WORK Holidays**

- A. Per event

Vessels less than 1,099' LOA

Tie Up/Let Go	Straighttime	\$757.72
	Overtime	\$1,016.34

Vessels 1,100' LOA and over

Tie Up	Straighttime	\$1,136.58
	Overtime	\$1,524.51
Let Go	Straighttime	\$757.72
	Overtime	\$1,016.34

- B. Additional manning if required, per man per hour

Straighttime	\$65.35
Overtime	\$98.04

**Section 8.08 Extra Labor Man Hour Rates**

- A. When PA PTCT/PTGCT performs activity in which labor is not specifically included in an activity rate or the Terminal Tariff, labor will be charged per man hour or portion thereof subject to any minimum labor guarantees. This applies to all activity on the Terminal except for M&R services

Per Man Hour	Straighttime	\$97.77
	Overtime	\$144.04
	Double Time	\$194.36

**Section 8.09 Equipment Usage Rates**

- A. When not specifically included in the Standard Lift Rate or specifically included in a provided service, the following equipment rental rates, per hour in increments of one hour, apply unless otherwise stated. Rates are for equipment only and exclude the equipment operator.

Container Crane (ST) – 4 hour minimum	\$927.00
Top Handler	\$228.28
Yard Hustler	\$93.93
Bombcarts or Chassis' (Intraport use only)	\$21.36
Forklift up to 10,000 lbs. capacity	\$61.68
Forklift up to 20,000 lbs. capacity	\$91.58
Forklift up to 45,000 lbs. capacity	\$113.44

Note 1 Rates do not include operators

Note 2 Time delays due to non-arrival of vessel and inclement weather shall be calculated and billed at 25% of the applicable charge. Time delays caused by mechanical failures shall be calculated and no charges will be made for this time.

Note 3 PA PTCT/PTGCT will charge the prevailing rate in conjunction with the minimum hourly guarantee required by the International Longshoremen's Association contract for equipment operators.

**Section 8.10 Hazardous Surcharge**

- A. A surcharge assessed to each unit with Hazardous Cargo
- |      |                |                              |
|------|----------------|------------------------------|
| (1)  | Class 1        | Subject to Terminal Approval |
| (2)  | Class 2.1, 2.3 | \$413.31                     |
| (3)  | Class 2.2      | \$413.31                     |
| (4)  | Class 3        | \$413.31                     |
| (5)  | Class 4        | \$413.31                     |
| (6)  | Class 5        | \$413.31                     |
| (7)  | Class 6        | \$413.31                     |
| (8)  | Class 7        | Subject to Terminal Approval |
| (9)  | Class 8        | \$413.31                     |
| (10) | Class 9        | \$206.66                     |



**Section 8.11 Gangway/Gate Guards**

- |    |   |          |
|----|---|----------|
| A. | For vessels not conducting cargo operations (lay berth only), per hour, during normal business hours Monday thru Friday, excluding holidays, from 0800 to 1700, should the access gate not normally be open (4-hour minimum).   | \$49.15  |
| B. | For vessels not conducting cargo operations (lay berth only), per hour, on evenings, Saturdays, Sundays, and Holidays, excluding NO WORK holidays, (4-hour minimum).  | \$73.72  |
| C. | For vessels conducting cargo operations and utilizing the terminal Facilities, per hour during normal business hours Monday thru Friday, excluding holidays, from 0800 to 1700, should the access Gate not normally be open (4-hour minimum).   | \$88.56  |
| D. | For vessels conducting cargo operations and utilizing the terminal Facilities, per hour, on evenings, Saturdays, Sundays, and Holidays, excluding NO WORK holidays (4-hour minimum)   | \$132.85 |
| E. | Advance notice is required no later than 1600 the business day prior to the needed service. For weekends and holidays, notification is required no later than 1500 on the prior normal business day. Late notification will result in an emergency surcharge, per hour, in addition to the applicable rate for the first 12 hours. A reasonable amount of time will be needed to dispatch someone on site in the event of late notice and availability is NOT guaranteed. | \$63.55  |

**Section 8.12 Administrative Charges**

- |    |   |         |
|----|---|---------|
| A. | All photographs including those taken for M&R purposes will be charged 30 minutes at the Extra Labor Man Hour rate, per photograph.       |         |
| B. | <i>Section Intentionally Left Blank</i>   |         |
| C. | Identification Cards<br><i>Section Intentionally Left Blank</i>   |         |
| D. | Escort Fee (per hour)<br><br>The charge for those not holding a valid TWIC or Terminal ID will be per visit                               | \$90.18 |
| E. | Minimum Billing<br><br>Minimum billing charge on all charges in this Tariff not otherwise excepted, per billing.                          | \$73.39 |
| F. | Re-Billing<br><br>Charge added to each invoice requiring reissuance, except for invoices originally incorrectly invoiced by PA PTCT/PTGCT | \$73.39 |

**G. Container or Chassis Lease Termination**

Per Container or Chassis. No container and/or chassis leases may be terminated on PA PTCT/PTGCT facility except when such equipment is transferred directly to another steamship line that agrees to accept all charges accruing subsequent to the transfer. The charges will be assessed against the steamship line requesting the transfer

\$37.82

**Section 8.13 Chassis Fees****A. Fee per chassis**

(1)	Receiving or delivering chassis	\$122.60
(2)	Chassis inspection fee	\$108.95
(3)	Chassis stacking/bundling, per chassis, plus materials at cost plus 20%	\$101.75
(4)	Chassis unbundling, per stack, regardless of the number of chassis	\$322.02

**Section 8.14 Fuel Surcharge**

- A. When the average cost of diesel fuel is in excess of \$3.49 per gallon as reported by the U.S. Department of Energy, a fuel surcharge will be assessed to the Carrier on a per container lift basis. This charge will be re-evaluated on a quarterly basis. The fuel surcharge is \$3.00 per container lift, empty or loaded, when the average diesel fuel cost per gallon is \$3.50 or greater. An additional \$1.00 per container lift fuel surcharge will be assessed for every \$.50 per gallon increase in diesel fuel cost based on the U.S. Government fuel price for the Gulf Coast Region for diesel as published at the website: <https://www.eia.gov/petroleum/gasdiesel/>
- B. When the average cost of diesel fuel is in excess of \$3.49 per gallon as reported by the U.S. Department of Energy, a fuel surcharge will be assessed to the Carrier on a per metric ton basis for general cargo. This charge will be re-evaluated on a quarterly basis. The fuel surcharge is \$.25 per metric ton, when the average diesel fuel cost per gallon is \$3.50 or greater. An additional \$0.07 per metric ton fuel surcharge will be assessed for every \$.50 per gallon increase in diesel fuel cost based on the U.S. Government fuel price for the Gulf Coast Region for diesel as published at the website: <https://www.eia.gov/petroleum/gasdiesel/>

**Section 8.15 Congestion Surcharge**

- A. PA PTCT/PTGCT reserves the right to assess a surcharge as a result of congestion due to factors beyond PA PTCT/PTGCT's control, such as but not limited to, longshoremen's strikes, trucking strikes or weather conditions which affect the entire port area or a substantial portion thereof or other events of force majeure.

**Section 8.16 Verified Gross Mass (Rule 56)**

*Section Intentionally Left Blank*

**Article IX Equipment Maintenance and Repairs****Section 9.01 Man Hour Rates – Containers**

- A. The man hour rates for Maintenance and Repair of containers at PA PTCT/PTGCT, applies to the standard Task Schedule on a per hour basis are:

(1)	Straighttime	\$217.89
(2)	Overtime	\$326.84
(3)	Meal Hour	\$435.78

**Section 9.02 Man Hour Rates – Temperature Controlled Containers**

- A. The man hour rates for Maintenance and Repair of Temperature Controlled containers at PA PTCT/PTGCT, applied to the Standard Task Schedule on a per hour basis are:

(1)	Straighttime	\$217.89
(2)	Overtime	\$326.84
(3)	Meal Hour	\$435.78

**Section 9.03 Man Hour Rates – Chassis**

- A. The man hour rates for Maintenance and Repair of chassis at PA PTCT/PTGCT, applied to the Standard Task Schedule on a per hour basis are:

(1)	Straighttime	\$217.89
(2)	Overtime	\$326.84
(3)	Meal Hour	\$435.78

**Section 9.04 Storage of Damaged Equipment**

- A. Storage per day for equipment with a repair estimate but not approved for repair, commencing on the 4<sup>th</sup> day after the estimate and continuing until approval for the repair is received by PA PTCT/PTGCT:

(1)	Dry Container	\$33.73
(2)	Refrigerated Container	\$47.24
(3)	Genset	\$20.24
(4)	Chassis	\$28.33

**Section 9.05 Miscellaneous Activity for Handling of Damaged Equipment**

- A. Per unit per activity \$255.06

**Article X Container Freight Station & Free Trade Zone\***

\*Free Trade Zone is limited and available upon request only. Any cargo or project that does not fall within the below rate schedule will be quoted separately from this tariff.

**Section 10.01 Stuff/Strip Containers (excluding material, per unit unless otherwise specified)**

20' Unit	Unitized	\$399.09
	Hand Stow	\$759.07
	Vehicles	\$302.48
	Flatrack – Vehicles or Boats	\$399.09
	Flatrack – Unitized Cargo	\$399.09
40' Unit	Unitized	\$471.54
	Hand Stow	\$942.53
	Vehicles	\$374.77
	Flatrack – Vehicles or Boats	\$471.55
	Flatrack – Unitized Cargo	\$471.55

Containers drayed from Port of Tampa Container Terminal to/from CFS for stuff/strip will have an added charge of \$54.43 each way. "Long Haul" dray will be assessed and applied per quote

Ports America reserves the right to quote individually any container or flatrack which requires special gear or rigging to stuff or strip units.

**Section 10.02 Terminal Handling/Truck Loading/Truck Unloading**

Minimum charge is \$73.39 per tariff, per unit unless otherwise specified

Autos	Runners	\$50.49
	Non-Runners	\$56.10
Heavy, Construction, Agricultural	6,000 – 20,000 lbs.	\$206.46
	20,001 – 40,000 lbs.	\$265.93
	Over 40,000 lbs.	\$302.96
Boats (Excluding Lift) - Forkliftable	< 18' LOA	\$217.68
	18' - < 24' LOA	\$242.36
	24' - < 35' LOA	\$362.43
	Greater Than 35' LOA	\$544.20
Boats – Requiring additional rigging and gear		QUOTE
Boats – Stuff/Strip (excluding materials & surveyor fee cost plus 20%)	< 18' LOA	\$351.20
	18' - < 24' LOA	\$399.45
	24' - < 35' LOA	\$448.82
	Greater Than 35' LOA	QUOTE
General Cargo	Palletized	\$9.05 per W/M
	Project/Oversized	\$14.20 per W/M
	Hand Loaded	Extra Labor Per Hr.
	Segregating	\$5.19 per ST

**Section 10.03 Man Hour Rates – Container Freight Station (CFS) & FTZ**

CFS/FTZ	Straighttime	\$95.70
	Overtime	\$143.56

**Section 10.04 Services and Materials (Each unless otherwise specified, excluding labor and equipment)**

Weight Fee	WH Pallet Scale	\$17.26
	Port Scale	\$137.27
Pallets	Pallet	\$21.00
	Pallet – Shrink Wrapped	\$46.00
	Re-Crate and Crate Repair	\$61.71
Dunnage/Chocks	Standard	\$57.23
	Special Order	By Quote
Lashing	2" Ratchet Strap	\$51.61
	3" Ratchet Strap	\$75.18
	4" Ratchet Strap	\$86.40
	Cordstrap	By Quote
	Chains & Binders (per set)	By Quote
Placards	Placards	\$38.33
	Affix/Remove Placards	\$46.01
Disposal	Cradle Disposal	\$1276.08
	Dunnage Disposal	\$212.50

**Section 10.05 Storage Fees**

	Free Time		10 Calendar Days
General Cargo	Days 11 – 60 (per W/M per day)		\$0.18
	Days 61 – 90 (per W/M per Day)		\$0.22
	Days 91 and Over (per W/M per day)		\$0.44
Vehicles & Machinery	< 6,000 lbs. or POV	Days 11 - 60	\$3.79
		Days 61 and Over	\$7.12
	> 6,000 lbs (per W/M per Day)	Days 11 - 60	\$0.25
		Days 61 and Over	\$0.50

**Article XI Stevedoring Use Fees and Terminal Assessments****Section 11.01 Stevedore Use Fees**

General Cargo or Containerized Cargo (per 2,000 lbs.)	Per PTB Tariff
Vehicle Rolling Stock or Similar (per unit)	Per PTB Tariff
Machinery/High Heavy (per 2,000 lbs.)	Per PTB Tariff

**Section 11.02 Labor Assessments**

General Cargo	\$0.50
Vehicles (per LT)	\$0.40
Containerized Cargo (per 2,240 lbs.)	\$0.60

**Article XII Storage Charges (General Cargo, Rolling Stock, Boats)**

Transit sheds and designated open storage areas are provided only for assembling and prompt distribution of waterborne cargoes. This acceptance of cargo for terminal storage is at the option and discretion of the PA PTCT/PTGCT, and application for space for storage must be made in advance of the arrival of the cargo.

Storage charges published herein are applicable only on cargo received from or to be delivered to vessels of docks, wharves, and rail of PA PTCT/PTCGT.

Highly flammable, explosive or obnoxious cargo will not be accepted for storage except with written permission of PA PTCT/PTCGT, and if accepted, store only in an area and at a storage rate approved by PA PTCT/PTCGT.

**Section 12.01 Inside Storage Charges**

- A. General Cargo - Per 2,000 lbs. or 40 cu. Ft. whichever produces the greater revenue per day

General Cargo	Free Time	15 Days
	Days 16 - 45	\$0.16
	Days 46 - 75	\$0.21
	Days 76+	\$0.41

- B. Automotive vehicles – Per unit, per day (If available)

Autos	Free Time	14 Days
	Days 15 - 60	Per Quote
	Days 61+	Per Quote

- C. Boats – Per unit, not exceeding 22' in length (If available)

Boats	Free Time	14 Days
	Days 15 - 60	\$6.73
	Days 61+	\$11.22

**Section 12.02 Outside Storage Charges**

- A. General Cargo - Per 2,000 lbs. or 40 cu. Ft. whichever produces the greater revenue per day

General Cargo	Free Time	30 Days
	Days 31 - 60	\$0.15
	Days 61 - 90	\$0.20
	Days 91+	\$0.39

- B. Automotive vehicles– Per unit, per day

Autos	Free Time	14 Days
	Days 15 - 60	\$3.00
	Days 61+	\$7.00

- C. Boats – Per unit, not exceeding 22' in length, all other lengths as per quote

Boats	Free Time	14 Days
	Days 15 - 60	\$6.73
	Days 61+	\$11.22

- D. Trucks, trailers, tractors, and other high heavy/rolling stock – Per unit, per day

High Heavy	Free Time	14 Days
	Days 15 - 60	\$20.20
	Days 61+	\$31.42

**Article XIII Terminal Handling/Truck Loading/Truck Unloading (General Cargo)**

The rates applicable on terminal handling/truck loading/truck unloading are stated in cents per ton of 2,000 lbs. unless otherwise specified.

Handling charges include loading and/or unloading and a handling fee will be assessed for each handling required.

Handling is earned on import shipments when the cargo is delivered from the stevedore to the terminal operator. Handling is earned on export shipments when the cargo is delivered from the inland carrier to the terminal operator.

Rates and charges in this section do not apply on heavy lift cargo in excess of ten (10) tons. Special arrangements must be made directly with PA PTCT/PTCGT for handling of heavy lift cargo.

**Section 13.01 Terminal Handling/Truck Loading/Truck Unloading Rates**

General Cargo, Unitized Cargo	\$10.16
Iron & Steel Articles NOS Rods, Angles, Plate, Structural Shapes & Pipe Including Tubing	\$13.59
Aluminum Billets and Wire Rod, in Coils	\$7.42
Steel Sheets in Packages or Coils	\$6.94
Wire Rod or Tin Plate, in Coils	\$6.94
Wire, Strand or Prestressed in Coils or Reels	\$7.42
Reinforcing Rods (Rebar)	\$7.42
Project/Oversized Cargo	\$15.95
Cargo NOS	QUOTE

**Port Tampa Container Terminal (PTCT)**

**Terminal Tariff – Appendix I**  
**Standard Task Schedule**

*Section Intentionally Left Blank*



**Port Tampa Container Terminal (PTCT)****Terminal Tariff – Appendix II  
Standby, Guarantee, Detentions**

	Description	Billable	Non-Billable
1	ILA Guarantee	YES	
2	Standby for Vessel Arrival	YES	
3	PTCT Ship to Shore Gantry Crane Breakdown		NO, if PTCT fault
4	Heavy lift/OOG/Breakbulk cargo which cannot be handled with standard spreader without attachments	YES	
5	Meal Break		YES
6	Gang hour detentions due to standby for lashing/unlashing	YES	
7	Loose cargo, damaged cargo/containers	YES	
8	Standby for weather	YES	
9	Standby Cargo	YES, if awaiting late arrival	YES, if unable to locate in yard
10	Standby Labor	YES, if not the fault of PTCT	YES, if PTCT fault
11	Standby for health/safety disputes	YES, if not caused by PTCT	YES, if caused by PTCT
12	Standby Equipment	Yes, if other than PTCT's Equipment	YES, if PTCT's Equipment
13	Safety Violations	YES, if caused by Carrier	YES, if caused by PTCT
14	Boom up/down	YES	
15	Stowage Error	YES, if Carrier stowage error	YES, if PTCT error
16	Standby for broken, stuck, or upside-down twist locks	YES	
17	Standby for missing or lost container	YES, if lost on vessel	YES, if lost in yard
18	Standby for government agency	YES	
19	Standby due to fire	YES, if on vessel	YES, if on terminal unless caused by carrier's container or equipment.
20	Standby due to hazardous spill or leak	YES, if caused by Carrier/vessel	YES, if caused by PTCT
21	Standby due to traffic in yard		YES
22	Container in wrong hatch	YES, if Carrier error	YES, if PTCT error
23	Lack of chassis'	YES	
24	Standby due to Vessel's crew, Vessel gear, Vessel bridge fittings	YES	
25	Electrical outage	YES	
26	Standby due to bad cell guides, bad frames, bad hatch covers	YES, unless PTCT caused damage	YES, if damaged caused by PTCT
27	Standby due to vessel repairs, vessel bunkering, vessel ballasting, vessel stack gas, vessel stores	YES, unless PTCT caused damage	YES, if damage caused by PTCT
28	Standby due to vessel list	YES, if Carrier fault	YES, if PTCT fault
29	Standby for ILA labor safety talk		YES

**The above list is for reference only. ALL Standby, Guarantee and Detentions outside the control of PTCT are billable.**