



TAMPA PORT AUTHORITY

dba Port Tampa Bay

Terminal Tariff No 14

Effective October 17, 2017

Cancels and Replaces Tariff No. 13

CHARGES, RULES AND REGULATIONS
GOVERNING, DOCKAGE, WHARFAGE, HANDLING, STORAGE
AND OTHER MISCELLANEOUS SERVICES APPLICABLE AT
THE PORT OF TAMPA, FLORIDA

TERMINAL TARIFF

ISSUED BY:

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SECTION A

Section A - Cargo Handlers & Conference Membership

A00 LICENSED CARGO HANDLERS (Contact Tampa Port Authority for information)

A01 GULF SEAPORTS MARINE TERMINAL CONFERENCE

(Federal Maritime Commission Agreement 224-200163, effective December 2, 1988.)

PARTICIPATING MEMBERS

- (A) Board of Commissioners of the Port of New Orleans
- (B) Board of Commissioners of Lake Charles Harbor and Terminal District
- (C) Greater Baton Rouge Port Commission
- (D) Orange County Navigation and Port District, Orange, TX
- (E) Mississippi State Port Authority at Gulfport
- (F) Port of Beaumont Navigation District of Jefferson County, TX
- (G) Port Commission of the Port of Houston Authority of Harris County, TX
- (H) Board of Trustees of the Galveston Wharves
- (I) Alabama State Docks Department - Port of Mobile
- (J) South Louisiana Port Commission, La Place, LA
- (K) Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, TX
- (L) Port of Port Arthur Navigation District of Jefferson County, TX
- (M) Board of Commissioners of the Tampa Port Authority of Hillsborough County, FL
- (N) Port Freeport, TX
- (O) Panama City Port Authority
- (P) ~~Port of Corpus Christi Authority~~ (terminated membership in 2012)
- (Q) Port of Pensacola
- (R) Port of Pascagoula
- (S) Manatee County Port Authority of Palmetto, FL
- (T) St. Bernard Port, Harbor and Terminal District, Chalmette, LA
- (U) Plaquemines Port, Harbor & Terminal District, LA

NOTICE: The Gulf Seaports Marine Terminal Conference agreement permits the participating members to discuss and agree upon port terminal charges, rules and regulations. Any such rates, charges, rules and regulations, adopted pursuant be published in the respective tariffs of said members and so identified by proper symbol and explanation. ([See Item B70](#))

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SHIPPERS' REQUEST AND COMPLAINTS

Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said conference agreement, should submit the same, in writing, to the said Chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the Conference Chairman will so advise by mail. The said Chairman will notify such shipper or complainant of the docketing of the matter and of the date and time of the proposed meeting and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.

Bill Inge
Conference Chairman
P. O. Box 1588
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SCOPE OF TARIFF

THIS TARIFF GOVERNS USE OF FACILITIES AND SERVICES WITHIN THE HILLSBOROUGH COUNTY PORT DISTRICT AND FIXES AND ESTABLISHES RATES, CHARGES, RULES AND REGULATIONS THEREFORE. (See Note)

Note: **Harbor Master Fee** as provided for in Item [D00](#) of this tariff will be collected regardless of any other item published in this tariff, which conflicts therewith.

SECTION B

Section B - General Information

B00 ADMINISTRATION

The administration of the Port of Tampa is under the direction of a Port Director who is appointed by and is responsible to the Tampa Port Authority.

B10 JURISDICTION

The Tampa Port Authority, hereinafter called Port Authority, was created by action of the Florida Legislature and is a body corporate and politic of the State of Florida. The Port Authority has jurisdiction over all of the land in and shipping operations in the Port District although the Port Authority does not own the facilities in the Port District other than the facilities so designated as the Port Authority facilities. Most of the terminal facilities in the Port District are owned by private operators all of whom, however, are subject to this uniform tariff. This tariff is published by the Port Authority pursuant to Sections 7(i), (j), (n), and 19 of Chapter 95-488, Laws of Florida, and is enforced throughout the Port District by the Port Authority in connection with the terminal operators.

B20 APPLICATION AND INTERPRETATION OF TARIFF (See Note)

Revised: October 17, 2017

Rates, rules and regulations contained in this tariff, or as amended, shall apply within the Hillsborough County Port District on the effective date shown in this tariff, or as amended. Revised pages shall be issued to cover changes in this tariff. Initial interpretations shall be made by the Tampa Port Authority. Any appeals to such interpretation should be directed to the Federal Maritime Commission.

These rates, rules and regulations shall apply equally to all users of the waterways, terminals and facilities (and to any individual, person, firm, corporation or other business entity engaged in and/or responsible for the handling of a vessel and/or the movements of its cargo), and shall apply to all traffic on the waterways and facilities except as specifically provided in Items [B50 \(Exclusion from Tariff\)](#) and [D30 \(Vessels Exempt from Dockage Charge\)](#).

This Port Charges Tariff is governed, except as otherwise provided herein, by all rules, regulations, rates and charges published in Port of Tampa Operations Manual No. 5, as amended, and revisions thereof. If there is a discrepancy between this tariff and the Port of Tampa Operations Manual, the tariff will supersede the Operations Manual.

Note: Leaseholders, except when specifically provided for in the lease agreement will be subject to the rates, rules, regulations and other provisions of the tariff. Pursuant to Federal Maritime Commission decisions, a marine terminal operator's rates, rules and regulations must be filed, in either a tariff or agreement. Leaseholders, not subject to the rates, rules and regulations in this tariff are subject to the electronically filing of their own rates, rules, regulations and agreements with the Federal Maritime Commission under 46 CFR Part 514.1 (c)(3)(i)(A).

At the present time all leaseholders are, as specified in their leases, subject to the rates, rules and regulations and other provisions of this tariff. In the future, the names of all leaseholders who are exempted from the provisions of this tariff in any manner will be published, for notification purposes, in this Note.

This tariff applies to all private terminals unless specifically enumerated here within by request of the private terminal.

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B30 CONSENT OF TERMS OF TARIFF

The use of the waterways and facilities under the jurisdiction of the Port Authority shall constitute a consent to the terms and conditions of this tariff, and evidences as agreement on the part of all vessels, their owners or agents, and other users of the waterways, and facilities to pay all charges specified, and to be governed by all rules and regulations contained therein.

B40 ACCESS TO RECORDS

All vessels, and all other users of the facilities and waterways, shall be required to permit access to manifests of cargo and all other documents by the Port Director or his designee for the purpose of audit for ascertaining the correctness of reports filed and assessment of published charges. Any such information so acquired shall not be disclosed to any person other than a member of the Port Authority or its staff in carrying out official duties required by law.

B50 EXCLUSION FROM TARIFF

Dockage, wharfage and handling fees published in this tariff apply to activity over Authority facilities only and do not apply to private terminals.

B60 DANGEROUS AND HAZARDOUS CARGO

Revised: January 1, 2014

Certain dangerous cargoes and hazardous materials will not be provided wharfage, handling or storage services except under advance arrangements with terminal handling and servicing the vessel involved. Operating rules for the handling of this type cargo are those imposed by the United States Coast Guard and the City of Tampa Fire Marshal. Information on such rules can be obtained from either of these sources or from the Operations department.

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B70 EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

*CU.	FT Cubic Feet
*CWT	Hundred Pound Weight
*FMC	Federal Maritime Commission
*FTZ	Foreign Trade Zone
*GRT	Gross Registered Ton
*ISO	International Standardization Organization
*LBS	Pounds
*LOA	Length Over All
*MBF	Thousand Board Feet
*MT	Metric Ton
*NOS	Not Otherwise Specified
O.D.	Outside Diameter
*O/T	Other Than
R.Q.O. R.	Rate Quoted on Request
(A)	Increase
(I)	New or Initial Matter
(R)	Reduction
(C)	Change in wording which results in neither
(E)	Expiration
*¢	Cents
*\$	Dollar
*%	Percent
*	Party to Conference action (see Item A01)

B80 DEFINITIONS

Revised: October 17, 2017

For the purpose of this tariff, the following definitions will apply:

AGENT

Any person, firm, corporation or other business entity who is a lessor or user of Port Authority facilities, and who acts for, or represents, by proper authority, another party (This definition shall be exclusive of and subordinate to the definition of any other type of agent defined herein.)

AGGREGATE

Aggregate means any of several hard inert materials, which among other things, is used for mixing in various-size fragments with a cementing material to form concrete, mortar, or plaster.

BARGE

A non-self-propelled vessel, which is pulled or pushed by means of a tugboat.

BERTH*

The water at the edge of a wharf including mooring facilities, used by a vessel while docked.

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BONDED STORAGE*

Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs and Border Protection.

BUNKERING

The process by which a ship takes on fuel from either a tank barge or tank truck

CHECKING*

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

COMMON CARRIER BY WATER OF PASSENGERS

Water carriers of passengers, for hire, operating over regular routes that traverse any portion of the water of the Hillsborough County Port District.

CONTAINER*

A standard (I.S.O.) seagoing container 20 feet in length or over.

DAY*A consecutive 24-hour period or fraction thereof.

DIRECT LOADING OR DISCHARGE

The term "direct loading or discharge" is the operation of transferring cargo by means of vessels, shore cranes, barge cranes, or other mechanical equipment in a direct movement between vessel and railroad car, motor vehicle, barge, vessel or other conveyance situated directly alongside the loading or unloading vessel.

DOCKAGE*

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

FOREST PRODUCTS*

"Forest products" means forest products, including, but not limited to lumber in bundles, rough timber, ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp in rolls, wood pulp in unitized bales, paper and paper board in rolls or in pallet or skid-sized sheets.

FREE TIME*

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

GROUND TRANSPORTATION

Any commercial vehicles not regulated by the Hillsborough County Public Transportation Commission (HCPTC). This would include, but not be limited to, any commercial vehicle that carries 15 or more passengers, including the driver.

HANDLING*

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

HEAVY LIFT

The service of providing heavy lift cranes and equipment for lifting cargo in excess of 10 tons per lift. ([See Item 100](#))

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LIGHTERAGE

The process of transferring cargo between vessels

LINER SERVICE*

Vessels making regularly scheduled calls for the receipt and delivery of cargo or passengers at this port.

LIST OF HOLIDAYS

When reference is made in this tariff to "Holidays" it means the following days:

New Year's Day:	January 1
Martin Luther King's Birthday:	3rd Monday in January
Washington's Birthday:	3rd Monday in February
Good Friday	
Memorial Day:	Last Monday in May
Independence Day:	July 4
Labor Day:	1st Monday in September
Armistice Day:	November 11
Thanksgiving Day:	4th Thursday in November
Christmas Eve:	December 24
Christmas Day:	December 25
New Year's Eve:	December 31

When any of the above holidays fall on Sunday, they will be observed on Monday following. Work on these holidays is by special arrangement only.

LOADING OR UNLOADING*

The service of loading or unloading cargo between any place on the terminal and railcars, trucks or any other means of land conveyance to or from the terminal facility (See Note).

Note: Rate and charges published in the Handling Section of this tariff are assessed on loading or unloading services.

MARGINAL TRACKS*

Railroad tracks on the wharf apron within reach of ship's tackle.

MARINE TERMINAL OPERATOR

Any person, firm, corporation or other business entity engaged in carrying on the business of furnishing wharfage, dock, warehouse, or other port terminal facilities and services such as handling, loading and unloading, and warehouse checking, in connection with a common carrier by water in the foreign commerce or in the interstate commerce on the high seas or in the Great Lakes.

MERCHANDISE VENDOR

Any person, firm, corporation or other business entity engaged in the business of selling or renting merchandise of all kinds to all persons, passengers, vessel personnel, ship agents, crewmen or other individuals or groups located on the waterfront of the Hillsborough County Port District. Merchandise vendors sell or rent their merchandise either directly to person or persons on the waterfront or provide transportation to the person or persons from the waterfront to the vendor's place of business.

MOBILE FOOD VENDOR

Any person, firm, corporation or other business entity engaged in the business of selling food items from a vehicle.

OIL WASTE REMOVAL/ SANITARY REMOVAL

The process of removing oily waste, polluting substances as well non-hazardous solid waste and sewage from a vessel.

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PALLETIZED CARGO

When the terms "pallets" or "palletized" are used in this tariff, they mean that cargo will be upon pallets supplied by shippers, consignees, receivers or suppliers of the commodities.

POINT OF REST*

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

PORT DIRECTOR

"Port Director" shall mean the Port Director of the Tampa Port Authority duly appointed and employed as such by the members of the Port Authority pursuant to Section 4(d), Chapter 95-488, Laws of Florida, and shall also include any and all of his duly authorized agents or representatives.

PORT TERMINAL FACILITIES

One or more structures comprising a terminal unit at which any licensee performs services, and including, but not limited to wharves, warehouses, covered and/or open storage space, cold storage plants, grain elevators, and receiving stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers, or between two water carriers.

PROJECT CARGO

Shipments of various sized and types of pieces related to a defined project, such as a power generation unit containing heating or cooling units, or specifically designed modules, shapes or components used in construction.

PROPRIETARY CARGO

Cargo for which the marine terminal operator either has title or otherwise possesses ownership; or for which a marine terminal operator has sole possession and is responsible for care, control and management in transport during ocean carriage, via vessels owned or chartered by said operator.

PUBLIC PORT TERMINAL FACILITIES

One or more facility areas or structures as defined under "Port Terminal Facilities" to which port users have access and use on terms as approved by the Authority and published in this tariff, and such Public Port Terminal Facilities are neither privately owned or under exclusive use arrangements with the Authority by lease or other arrangements.

SERVICE VENDOR

Any person, firm, corporation or other business entity that is engaged in the business of providing a service that the Port Authority deems a permitted activity and requires proof of insurance to operate.

SHIP

A self-propelled vessel engaged in waterborne commerce.

SHIP CHANDLER

Any person, firm, corporation or other business entity engaged in the business of selling provisions, stores, ship supplies or equipment to vessels or vessel agents while berthed in the Hillsborough County Port District.

SHIPSIDE*

The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

SHIPSIDE CHECKING

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

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STEAMSHIP AGENT

Any party or entity, licensed by the Tampa Port Authority to represent and make berth reservations for vessels.

STEVEDORE

Any person, firm, corporation or other business entity who holds himself out to perform, or to provide the labor and/or equipment necessary to perform the service of physical handling of cargo or passenger baggage to or from a stowed position in vessel to or from a point of rest.

STEVEDORING

The physical handling of cargo or passenger baggage to or from a stowed position in vessel to or from a point of rest.

TERMINAL STORAGE

The service of providing warehouse or other terminal facilities for the storing of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage, after storage arrangements have been made.

TON*

A unit of weight of 2,000 pounds.

TOPPING OFF

The process of loading additional cargo on or discharging cargo from a vessel berthed at a deep-water berth. The sole purpose of topping-off is to enable a vessel to load additional cargo over that loaded at the original loading berth, or discharge enough cargo to enable the vessel to berth at the primary discharge berth.

TUGBOAT

A vessel which does not carry freight or passengers, used to tow, push or move other ships, lighters, barges or other craft.

USER*

A user of the facilities owned, leased and/or controlled by the Tampa Port Authority shall include any vessel or person using any Tampa Port Authority properties, facilities, or equipment, or to whom or for whom any service, work, or labor is furnished, performed, done, or made available by the Tampa Port Authority or any person owning or having custody of cargo moving over such facilities.

VESSEL *

Includes within its meaning every description of watercraft or other artificial contrivance whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner thereof.

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 the 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 weights compared to the number of cubic meters (35.3 cubic feet) of space the cargo measures.

WHARF*

Any wharf, pier, quay, landing, or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling distribution, or handling of cargo.

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WHARF DEMURRAGE*

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

WHARFAGE*

A charge assessed against the cargo or vessel on all cargo passing or conveyed over, 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 wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

B90 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	Kilo	Kilos by 2.2046
Cubic Meters	Measurement Tons (40 cu. ft.)	Measurement Tons by 1.133
Measurement Tons (40 cu. ft.)	Cubic Meters	Cu. Meters by 0.883
Cubic Meters	MFBMs (Ft. B.M. in thousands)	MFBMs by 2.36
MFBMs (Ft. B.M. in thousands)	Cubic Meters	Cu. Meters by 0.424
Meters	Feet	Feet by .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..... 3048 Meters
1 Meter 3.281 Feet

SECTION C

Section C- Rates, Rules and Regulations Governing Use of Facilities

C00 GENERAL RESTRICTIONS AND LIMITATIONS

Under the application of this tariff, the terminal operators are not obligated to provide storage or handling for property which has not been transported, nor intended to be transported by water to or from the Port; nor are they obligated to provide facilities beyond reasonable capacity of terminal nor beyond a reasonable time as determined by the terminal operator.

C05 CARGO STATEMENTS

All vessels, agents thereof or terminal operators, within 96 hours after loading or unloading, as the case may be, shall report to the Port Director all cargo discharged from or loaded into such vessels. Such report shall be in writing in the form specified by Port Authority and contain such information, as the Port Authority deems necessary for the compilation of commercial statistics and for the reserving of warehouse, of wharf space, or for other purposes.

C10 RECOGNIZED WORKING HOURS

The recognized working hours of the Port shall be from 8:00 a.m. to 12:00 Noon and from 1:00 p.m. to 5:00 p.m. on Monday through Friday, Holidays excluded ([see Item B80](#)), unless otherwise indicated. During the recognized working hours, services will be charged for a straight-time basis. Overtime charges are assessed against the firm or individual signing the overtime request for all other times. When a public port terminal facility must be opened for operations during hours other than the recognized working hours, the Terminal Operator will provide sufficient warehousemen to protect the interests of the Terminal Operator and the Port Authority. Overtime charges will apply for each warehouseman and will be for the account of the requesting party. Requests to have the facilities available during other than recognized working hours must be made no less than four (4) business hours prior to the time the facility is needed.

C15 BILLING ON ACCOUNT

The Tampa Port Authority will (1) bill on account and (2) accept payment from only those terminal operators, steamship agents, and other users, using the facilities of the Port Authority that are companies licensed to do business by the Port Authority pursuant to Items [C55](#), and [Section L](#), and which have upon application, demonstrated financial responsibility.

The Tampa Port Authority will also bill on account any other user of the Port Authority facilities that will post and maintain either a single transaction, a period, or an annual surety bond from a Corporate Surety doing business in Florida, with a rating in Best's Insurance Guide of A or better acceptable to the Port Authority in an amount equal to one hundred twenty-five percent (125%) of maximum liability on such single transaction, or equal to an estimated period, or estimated annual maximum liability, such maximum liability as determined by the Port Authority. Users being billed on account under the provisions of this item are bound by all of its provisions.

The privilege of being billed on account by the Tampa Port Authority shall be conditioned upon the payment of invoice charges within 30 days from the date on which the invoice was issued. Any bill unpaid on the 30th day following the day on which the invoice was issued is delinquent. ([See Item No. C25](#)). In the event payment has not been received 60 days, a minimum \$35,000.00 indemnity bond, or service on cash basis only, may be required by the Port Director. The Tampa Port Authority reserves the right to

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suspend or cancel the privilege of being billed on account previously granted to users who violate the provisions of this item.

All users of Port Authority facilities who wish to be billed on account by the Authority should submit a written application, on form furnished by the Port Authority, ([Billing on Account Application](#)) to Finance Department, Tampa Port Authority, P. O. Box 2192, Tampa, Florida 33601 (Phone: 813-905-7678).

C20 PAYMENT OF BILLS

All bills are due on presentation. If not paid within 30 days, bills are delinquent. Presentation of bills by the Port Authority to steamship agents, terminal operators and/or other users is done as a matter of accommodation and convenience and shall not constitute a waiver of the lien for charges against the vessel or cargo for services and supplies furnished the vessel or user for which maritime law gives a lien. The Port Authority reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and/or agents, other users of the facilities, or against cargo loaded or discharged by such vessels or other users of the facilities who have not properly applied for a billing on account and demonstrated financial responsibility pursuant to [Item No. C15](#) or who have habitually been on the delinquent list. Use of the facilities of the Port Authority may be denied unless such advance payments or deposits are made.

C25 DELINQUENT BILLS

Any bill unpaid on the 30th day following the day on which the invoice was issued is delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each 30 days (eighteen percent (18%) per year, simple interest), that said bill remains delinquent. Subject to a minimum charge per invoice of \$5.00 (Not subject to [Item E50](#)).

C30 DELINQUENT LIST

All terminal operators, steamship agents or other users of the facilities of the Port, placed on the Delinquent List in accordance with [Item C25](#) shall be denied further use of the facilities by the Port Authority until all such charges, together with any other charges due, shall have been paid.

C35 INDEMNITY BOND REQUIREMENT

Users of the port facilities may be required to furnish the Port Authority or the terminal operator with an Indemnity Bond insuring the terminal operator or the Port Authority, as the case may be, against the loss of funds accruing from charges assessed for services rendered and for usage of facilities. The bond shall be in a reasonable amount determined by the Port Director or the terminal operator, as the case may be.

C40 RESPONSIBILITY FOR LOSS OR DAMAGE

The Port Authority and terminal operators shall not be responsible for injury to or loss of any freight being loaded or unloaded at its wharves, nor for any delay to same, nor for injury to or loss of freight on its wharves or in its sheds by fire, leakage or discharge of water from fire protection facilities; collapse of wharves, buildings, platforms, breakage of pipes, nor for loss or injury caused by rats, mice, moths, weevils or other animals or insects; or for the elements; nor shall it be liable for any delay, loss or damage arising from combination, strikes, tumult, insurrection or acts of God; nor from any of the consequences of these contingencies; unless such loss or damage be caused by failure of the terminal operator or Port Authority to exercise the ordinary care and diligence required of them by law and provided further that a written claim

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is filed with the terminal operator and Port Authority within 30 days of delivery of the property, so that a prompt investigation of the claim can be made. The Port Authority and terminal operators shall not be held liable for demurrage claimed by vessels regardless of cause. Nothing contained herein shall be deemed to exculpate or relieve the Authority from liability from the negligence of the Authority, its members, officers, employees or agents. (ISSUED IN COMPLIANCE WITH FMC RULE ADOPTED IN DOCKET NO. 86-15 or its reissue).

C45 DAMAGE TO PROPERTY

Tampa Port Authority or its agents, servants, or employees, shall not be liable for any injury, loss or damage to any persons or property on or about the premises from any cause of whatsoever nature, unless such loss or damage be caused by failure of the Port Authority to exercise the ordinary care and diligence required of it by law. All vessels, their owners, charterers and their agents, and all other users of the facilities of the Tampa Port Authority shall save and hold the Tampa Port Authority harmless and indemnify the Tampa Port Authority against any liability for any injury or death, to any person or persons or damage to property (including, but not limited to, expenses of damage to or repair or replacement of Tampa Port Authority facilities) arising from any acts, omission, neglect or default of vessels, their owners, charterers and their agents, and all other users of the facilities of the Tampa Port Authority, or arising from any act, omission, neglect or default of any agents, servants, employees, licensees, invitees of vessels, their owners, charterers and their agents, and all other users of the facilities of the Tampa Port Authority. When used in this paragraph, the term user shall include, but not be limited to, tug boats, tug boat operators, pilots, or any other parties.

All vessels, their owners, charterers and their agents, and all other users of the facilities of the Tampa Port Authority further covenant and agree to indemnify and hold the Tampa Port Authority harmless from any loss, cost or expense whatsoever directly or indirectly resulting or occasioned to, or imposed upon the Tampa Port Authority (1) by the injury to or destruction of life or property resulting from the negligent act or acts or an omission or omissions of vessels, their owners, charterers and their agents, and all other users of the Tampa Port Authority facilities (including, but not limited to, its agents, servants, employees, independent contractors, invitees, and licensees) or (2) by damage to or destruction of any Tampa Port Authority facility or any part thereof, or the abutting real property caused by or attributable to the negligent act or acts or an omission or omissions of vessels, their owners, charterers and their agents, and all other users of the Port Authority facilities (including, but not limited to, their agents, servants, employees, contractors, invitees and licensees) or caused by or attributable to the user's failure to perform any obligations to the Tampa Port Authority obligations of the vessels, their owners, charterers and their agents and all other users of the facilities of the Tampa Port Authority under this subparagraph shall not only cover the losses and damages assessed or incurred but also such costs and expenses as those entitled in preparation for litigation or in settling or disposing of threats of litigation, including such items as fees of attorneys, parties (and their representatives) witnesses; the employment of expert witnesses and the fees and charges paid to them; court costs and all of such costs and expenses incurred in preparation for the trial, and the trial of the case or cases; and the appeal or appeals thereof, including the printing of Briefs and Records.

The expense of replacement or repair will be billed against the user (or users jointly) for such damage as herein stated at cost plus twenty percent (20%). The discharge of heavy articles or the stacking of cargo in such quantities as will cause excessive weight upon the piers, aprons or wharves will not be permitted without prior written permission of the Port Director of the Tampa Port Authority and then only at the sole risk of the vessels, their owners, charterers and their agents, the terminal operator, stevedores or owner of the property so discharged. (For specific berth restrictions, see Port of Tampa Operations Manual No. 5). The Tampa Port Authority may detain any vessel or other watercraft responsible for damage to the facilities, until sufficient security satisfactory to the Tampa Port Authority has been posted for the amount of the damage.

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Nothing contained herein shall be deemed to exculpate or relieve the Authority from liability from the negligence of the Authority, its members, officers, employees or agents. (ISSUED IN COMPLIANCE WITH FMC RULE ADOPTED IN DOCKET NO. 86-15).

C47 CLEANLINESS/OBSTRUCTION OF PREMISE/WHARVES

Terminal operators, steamship agents, stevedores, freight handlers and other users of the wharves, warehouses, and other facilities within the port district shall be held responsible for the clean-up of the facility which they have used or which they own or which is assigned or leased to them.

Cargo or stevedore gear will not be permitted to remain on public aprons or any other location that would hamper normal port operations without specific advance approval of the Tampa Port Authority.

Terminal operators, stevedores, ship agents and other users of the public wharves shall comply with the 2006 ban of non-compliant WPM (Wood, Packing, Materials) and ensure that all non-compliant materials are re-exported or disposed of in the Custom and Border Protection (CBP) approved manner after being placed on the wharves.

All costs related to the WPM including but not limited to services of CBP Officers involved, separation of cargo from or any other related expenses will be the responsibility of the stevedore or agent.

The Port Authority directs the responsible users to take immediate action to clean the wharf and remove cargo handling equipment and to complete this action no later than 24 hours from the completion of the vessel.

If the above areas are not clean and cargo handling equipment is not removed in accordance with the Port Authority directives, the Port Authority or the operating terminal company should be authorized to remove equipment or clean the area at the users' expense and charge the user or owner or agent the expense with the cost thereof plus 100%. The Port Authority or terminal operator will notify the responsible user before undertaking chargeable clean-up.

C50 RESTRICTION OF LOADING OR UNLOADING VESSELS TO LICENSED STEVEDORES

Any person, firm, corporation or other business entity who engages in providing the service or performs the operation of loading and/or unloading cargo to or from commercial cargo vessels, other than shrimp boats, except bulk commodities loaded or unloaded in the manner described in [Item B50](#), must obtain from the Port Authority a license to operate as a stevedore as provided in [Section L](#) of this tariff. It shall be unlawful for any person or persons to load and/or unload cargo to or from vessels, as herein before described, without first being duly licensed and qualified.

C55 LICENSING OF STEAMSHIP AGENTS

No person, firm, corporation or any other business entity may operate as or carry on the business of a steamship agent within the Hillsborough County Port District unless and until such person, firm, corporation or any other business entity has a license issued from the Port Authority authorizing such activity. An application with payment of annual fee, as specified in [Section L](#) along with an application for billing on account, as provided in [Item C15](#) shall be submitted.

The Port Authority has the right to revoke a steamship agency license, previously granted, for neglect of duty, incompetence and inefficiency or for any other act or acts detrimental to the interest of the Port Authority.

After applicant has satisfied the Port Authority that it possesses proper qualifications for a license to operate as a steamship agent, such license will be issued. If billing on account privileges have not been granted at

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the time of issuance of the license, the newly licensed agent may (1) post a bond, (2) issue a letter of credit in favor of the Port Authority or (3) assume a cash-in-advance position until billing on account privileges have been approved by the Finance Department. Should licensee fail to obtain billing on account within 90 days after issuance of license or become otherwise credit unworthy, proper actions will be commenced for revocation of the license by the Port Authority Board of Commissioners.

C65 CARGO HANDLING EQUIPMENT AND VESSEL REPAIR MATERIALS

Stevedores and terminal operators shall be responsible for the removal, storing and stacking of all cargo handling equipment, or other materials left on piers, wharves, docks, aprons, warehouses, open areas or other space alongside vessels to areas designated by Port Authority or areas leased or rented by the stevedore or terminal operator. Such removals, stackings and/or storing shall be done to the satisfaction of the Port Authority promptly upon the completion of each loading or unloading of vessels. All expenses in connection with cargo handling equipment shall be for the account of the stevedore or terminal operator working such vessels.

Stevedores and others using any Port Authority space without authorization shall be billed for the space so occupied at the rate of 15 cents per sq. ft. per calendar day or fraction thereof, for such unauthorized use, and upon instructions from the Port Authority shall be required to vacate such unauthorized space or at the option of the Port Authority such equipment, gear, dunnage, pallet, or other materials remaining in unauthorized space shall be removed by the Port Authority to another location (on Port Authority property or outside thereof) at the expense and for account of the owner of such equipment or materials. All materials and equipment required for repair of vessels, other than equipment and materials necessary for loading or discharging cargo may, with permission of the Port Authority, occupy normally public areas on piers, wharves, docks and aprons at a charge of 1 cent per sq. ft. per calendar day or fraction thereof for the area assigned.

C70 CARGO STAGING AREA

When areas outside of leased or assigned areas are required for staging of cargoes or temporary parking of tractors and trailers, the Tampa Port Authority will designate such areas when available for expediting movement of export and import cargoes. Such staging of cargoes shall be subject to prior approval by the Port Authority of each shipment and designations of a specific location for such staging. Arrangements for staging cargo or parking vehicles in the subject areas must be made with the Port Authority by stevedores, terminal operators or other users of the Port. Cargo and vehicles so staged will be in the custody of the terminal operator and liability will be for account of the party who has custody.

Free time, storage and/or wharf demurrage charges shall not be applicable to cargo and/or vehicles located in staging areas. In lieu thereof, free time will be determined by the Port Authority but not more than 30 days free time will be allowed in any case, at the time arrangements are made for staging such cargoes or parking such vehicles. After expiration of free time, storage charges will be assessed at the rate of 2-1/2 cents per sq. ft. per month with a minimum invoice of \$250 for assigned sections occupied by cargo and/or vehicles.

C75 WEIGHING OF VEHICLES

Trucks, trailers, and other vehicles, other than railroad cars weighed on Port Authority scales will be assessed a charge of \$8.00 for each weigh. This charge includes gross or light weighing of vehicles, if required. A separate charge will be assessed for each weigh. (See Note)

A certified weight ticket will be furnished showing light and/or gross weights. If vehicles are overloaded, or if for any other reason, must be reweighed, a separate charge will be made for each weighing.

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Note: For weighing of vehicles at other than recognized working hours, (working hours for scale house are 7:00am to 5:00pm, Monday thru Friday, Holidays excepted), a four hour advanced notice is required, subject to a minimum revenue guarantee of \$64.00 per hour.

C80 ASSIGNMENT OF SPACE IN PUBLIC FACILITIES

The goal of the Authority is to manage its facilities as to foster economic growth and expansion of the existing cargo base and the facilities are for storage, loading and/or handling of import, export, coastwise, intercoastal and local cargoes. The Authority reserves the right to control and assign space in the public port terminals for storage, unloading and/or handling of all cargoes on and/or in these facilities so as to accomplish this goal.

A penalty assessment equal to doubling of all applicable tariff charges, including wharfage, wharf demurrage without free time and any other applicable charge, shall be made against any stevedore, terminal operator or other user utilizing any port facilities for the loading, unloading, handling, and/or storage of cargo without prior assignment by the Authority of the space being used.

C85 STEVEDORE USE FEE

All Stevedores, licensed in accordance with [Section L](#) of the tariff, utilizing the facilities of the Port Authority for the purpose of performing stevedoring services shall be assessed a Stevedore Use Fee on all cargo, except as otherwise provided, handled or conveyed over Port Authority public berths, on which wharfage charges are assessed under [Items No. E10](#), [F20](#) and [J02](#) of this tariff, as follows:

Break-bulk or Container cargo per net ton	\$.12
Lumber & Logs per MBF (gross measurement)	\$.1175
Bulk cargo per net ton (See Note)	\$.04
Vehicle rolling stock or similar	\$.15 each

This Stevedore Use Fee is due solely from the stevedore performing the service(s) and is in addition to any other applicable charges.

Note: Not applicable on bulk cargo, dry or liquid, tipped or conveyed through fixed and permanent type conveyors, including pipelines.

C92 SHORT TERM LAND USAGE

The use of the premises must be described by the prospective user in adequate detail and must be approved by the Tampa Port Authority. The monthly base rental rate is \$6,000, per acre per month. Use is subject to availability as determined by the Tampa Port Authority staff, in all instances. The land must not be used in any manner for a period more than one year unless board approval is obtained and a public hearing is held. Rental rate would also apply to tenants utilizing additional Tampa Port Authority land, outside of their established lease premises, without the Tampa Port Authority consent. Tenant shall pay real estate taxes, maintain insurance and keep the premises in good condition.

SECTION D

Section D – Rates, Rules and Regulations Applicable to Vessels

D00 HARBOR MASTER FEE

All commercial vessels engaged in foreign, intercoastal and coastwise commerce shall be assessed a Harbor Master Fee, as provided below. The Harbor Master Fee is to be used for general harbor improvements, including, but not limited to maintenance dredging, non-federal sponsor obligations, fire protection apparatus and maintenance, and vessel traffic management systems.

Harbor Master Fees will be assessed against all commercial vessels entering the main ship channel and bound for loading, unloading or berthing in Hillsborough County Port District.

Fee Per Vessel Engaged In Foreign, Intercoastal, Coastwise Commerce. - All vessels (Subject to Minimum Charge of \$5.00)

\$0.75 per foot LOA (as published in the current Lloyd's Register of Ships or
American Bureau of Shipping.)

In the event of multiple daily sailings by the same vessel, only one Harbor Master Fee per 24-hour period will be assessed.

A vessel that departs from a berth in the Hillsborough County Port District that has paid the HMF and shifts directly to the fairway anchorage and returns directly to the Hillsborough County Port District will not be assessed a second HMF.

No Harbor Master Fee is charged when a vessel enters for one of the following reasons:

- In Distress
- For Stores Only
- To Take on Fuel Only
- Noncommercial Vessels
- Vessels owned by the United States of America
(Department of the Navy, Military Sea Transport Service)
- Excursion Vessels
- Tugboats licensed by TPA when operating within Hillsborough County Port District

D05 VESSEL REPRESENTATION

The Tampa Port Authority requires that all vessels berthing at Tampa Port Authority owned docks be represented by an agent, the owner, or the charterer of the vessel.

D10 RESPONSIBILITY FOR PAYMENT OF DOCKAGE AND OTHER CHARGES INCURRED BY VESSEL

The vessels, their owners, charterers and/or agents are responsible for dockage and other charges incurred by vessels, except as otherwise provided in this tariff.

Agents of vessels shall be responsible for payment of, and will be billed for, all charges incurred by a vessel or for which the vessel ultimately becomes liable, as well as for all charges for services of any nature to the cargo, which is performed at the specific request of such agents for the vessel. Payment must be made in accordance with agreed billing terms regardless of when the party is reimbursed. In cases where a vessel is berthed at a public or Port Authority owned berth for repairs and no agent has

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been employed, the party performing repairs will be responsible for payment of dockage charges, and any other vessel related charges.

Dockage and other charges incurred by barges ([See Item B80](#)) and tugboats ([see Item B80](#)), the owner, agent or representative of which does not have Port Authority billing-on-account privileges as provided in [Item C15](#), will be billed to the terminal operator in whose behalf such barge and tug are berthed.

D15 DOCKAGE BEGINS AND ENDS

Dockage charges shall commence against a vessel when the first line has been made fast to a wharf or is occupying the berth immediately alongside and shall continue until the last line has been released and vessel is completely free from the wharf. (See Notes 1 and 2)

Dockage charges are normally assessed for the length of berth required to safely moor a vessel and secure with lines to nearby bollards. In cases where a vessel owner, charterer, agent, terminal operator or stevedore requires utilization of the berth in excess of reasonable length to safely moor a vessel, additional dockage charges will be assessed for the additional berth length required, in proportion to that assessable to the actual length of the vessel.

Note 1: When a continuously working vessel must shift between Port Authority Berths due to requirement that cargo be loaded to or discharged from two or more berths and proper arrangements are made with the Port Authority Operations Department prior to arrival of vessel at berth, dockage will be calculated from the time vessel originally arrives at berth until departure after completion of loading or discharge of cargo.

Note 2: When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and will be treated as a continual basis.

D20 DOCKAGE RATES AND CONDITIONS ON ARRESTED VESSELS

When a vessel occupying any Port Authority owned berth is placed under seizure, by an arrest order of a court of competent jurisdiction, and placed under custody of a U.S. Marshal, dockage based on charges published in [Item D35](#) (A) (working rates) will be assessed and presented to the U.S. Marshal or court for collection at seven (7) day intervals, until such time as the arrest order is removed, at which time regular dockage assessment and collection procedures will be resumed.

D25 GRACE PERIOD IN CALCULATION OF DOCKAGE DAYS

In order to accommodate vessels, barges and/or tug boats which, for reasons beyond their control, cannot vacate a berth during a twenty-four (24) hours period, two (2) hours grace time may be allowed over such twenty-four (24) hour period, without assessment of another dockage day.

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D30 VESSELS EXEMPT FROM DOCKAGE CHARGE

Dockage shall not be charged against:

- (A) Vessels owned and operated by local pilot associations.
- (B) Pleasure craft not carrying passengers for hire, docking to load or discharge passengers and promptly vacating berth, provided such charge is expressly waived by Port Director at Tampa Port Authority owned berths or the terminal operator at privately owned berths.
- (C) Tugs and barges moored to other vessels for the purpose of bunkering when the tug and barge has paid dockage at another berth at the Port Authority, when loading the bunkering fuel.

D35 DOCKAGE RATES

- (A) Dockage charges will be assessed at terminals against all watercraft as follows: (See Note 1)

Note 1: LOA IN FEET *LOA RATE/FEET

- (a) Vessels, Barges, and Tugboats, as described in [Item B80](#). (See Notes 2 and 3)

	Eff. 10/1/16
0-199 ft	\$2.85
200-399 ft.	\$3.75
400-499 ft.	\$5.10
500-599 ft.	\$6.85
600-699 ft.	\$7.96
700-799 ft.	\$10.10
800-899 ft.	\$12.16
900+	\$14.54

- (b) Passenger Vessels (See Notes 2, 3 and 4)

LOA RATE PER FT.

	Eff. 10/1/16
Under 550 ft.	\$5.00
551-600 ft.	\$7.04
601-650 ft.	\$7.28
651-700 ft.	\$7.57
701-725 ft.	\$8.03
726-750 ft.	\$8.33
751 ft. +	\$9.09

- (c) Tugboats

Tugboats engaged in towing operations into and/or out of the Limits of Hillsborough County Port District when moored at, tying to or lying alongside berths are subject to the charge provided in Section A. This does not include tugs engaged in towing vessels to or from the sea buoy or within the harbor limits.

- (d) Minimum Charge

A minimum dockage fee of \$50.00 per vessel per day and \$25.00 per day on barges or tugs shall be assessed.

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Note 1: Unless otherwise provided, all rates are assessed on each twenty-four (24) hour period or fraction thereof.

Note 2: Unless otherwise provided, dockage will be assessed to the vessel on the length-over-all as published in the current Lloyds' Register of Ships or American Bureau of Shipping. The Port Director reserves the right to admeasure any vessel when deemed necessary and use such measurement as the basis of the charges.

Note 3: With advance written application and when proper berthing space is available, the following dockage rates will be assessed. Lay berth rate only applies to vessels making new berth applications.

Lay-up rate	75% of Tariff Dockage
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Note 4: Any vessel anchored in the port district, but outside of the designated anchorage areas, will be subject to dockage at lay-up rates.

Note 5: CAPSTAN FEE - A user fee of \$2000 will be assessed on all vessels which use the capstans at berth 30.

D45 ELECTRICAL SERVICE TO REFRIGERATED CONTAINERS OR TRAILERS

When electricity is furnished to refrigerate containers and/or trailers by the Port Authority the following charge shall be assessed for each 24-hour period or fractional part thereof:

Units 20 ft. or less in length	\$30.00
Units in excess of 20 ft. in length	\$35.00

The Port Authority shall not be responsible for loss or damage or any loss or interruption in power supply or any malfunction of electrical or mechanical equipment of the refrigerated units.

D50 VESSEL DELAYS

The Tampa Port Authority 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. Nothing contained herein shall be deemed to exculpate or relieve the Authority from liability from the negligence of the Authority, its members, officers, employees or agents: (ISSUED IN COMPLIANCE WITH FMC RULES ADOPTED IN DOCKET NO. 86-15)

The Tampa Port Authority, 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. The Port Authority 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, stand-by time, interruptions, or from any other like causes which arise through no fault of the Tampa Port Authority. Vessels, their owners, charterers, agents, or receivers of cargo, and other parties concerned shall hold and save the Tampa Port Authority 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 Authority berth.

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D52 VESSEL MOVEMENTS – PENALTIES

The Tampa Port Authority may, under authority of Chapter 313.22, Florida Statutes, regulate vessel movements within its jurisdiction, whether involving public or private facilities or areas by:

- (a) Scheduling vessels for use of berths, anchorages, or other facilities at the port.
- (b) Ordering and enforcing a vessel, at its own expense and risk, to vacate or change position at a berth, anchorage, or facility, whether public or private, in order to facilitate navigation, commerce, or protection of other vessels or property, or dredging of channels or berths.
- (c) Designating port facilities for the loading or discharging of vessels.
- (d) Assigning berths at wharfs for arriving vessels.

Any vessel that unnecessarily delays in moving under an order to vacate or change position shall be penalized \$1000 for each hour or fraction thereof, plus 150 percent of the demurrage costs incurred by a waiting vessel, until the order is complied with.

It is the policy of the Port Authority that in all cases where a vessel is waiting, with a confirmed reservation, to utilize Berth 220 for the purpose of discharging cargo, a working vessel in place at this berth will be limited to 48 hours total berth utilization time at such Berth No. 220 in order to facilitate commerce and accommodate subsequent confirmed vessel reservation. The Port Director may order and enforce the removal or shifting of the vessel occupying Berth No. 220 after such 48 hour continuous utilization.

Nothing contained therein shall be deemed to exculpate or relieve the Authority from liability from negligence of the Authority, its members, officers, employees or agents. (ISSUED IN COMPLIANCE WITH FMC RULE ADOPTED IN DOCKET NO 85-15) (ISSUED IN COMPLIANCE WITH SECTION 313.22 FLORIDA STATUTES)

D55 OPERATION OF HEAVY LIFT DERRICK BARGES/BARGE MOUNTED EQUIPMENT

Any person, firm, corporation or other business entity, possessing a valid stevedore's license, operating or engaging the services of heavy lift derrick barges, or duty cycle barge mounted cranes, including, not to exceed four (4) support hopper barges and two (2) support breasting deck barges, for each crane or derrick barge, wholly within the port and harbor will be permitted to use the public wharves free of dockage, with the exception that support hopper barges will be provided no more than 96 hours free dockage for each topping off operation. Any derrick barges or barge-mounted equipment having existing capability of 35 feet or more height above water, upon arrival at a berth and upon shifting between two or more berths, located at or passing through Hillsborough Bay Cut "D" Channel or Sparkman Channel, shall at least 24 hours prior to arrival of ship, notify the Director of General Aviation of the Hillsborough County Aviation Authority by telephone at (813) 276-3400. Failure to perform this required notification will result in denial by the Port Authority of berthing rights to the barge.

D60 WATER

Fresh water is available at all major terminals and minimum fees and charges for connection of lines are available on request from individual terminals. The charge for water at public terminals is \$2.25 per net ton with a minimum of \$50.00. There will be a \$50 water hook up charge at public terminals. Vessels requiring hook up after standard hours will be assessed 1.5 times the standard hours' hook up charge.

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D65 LINE HANDLING

Line handling for mooring, unmooring and shifting commercial vessels at all public berths owned by the Tampa Port Authority, discharging or loading general cargo, will be performed by the licensed terminal operator first handling the vessel cargo after arrival at berth or their contracted agent.

The following minimum charges per service will apply and invoices rendered to vessel agents, owners or charterers directly by the licensed terminal operator or his agent.

Straight Time - Monday through Friday - 0800 –1700	\$300.00
Overtime - Monday through Friday - 1700 – 0800	\$475.00
Saturdays, Sundays and Holidays – anytime	\$475.00
Standby Time - two hours are allowed beyond specified time for which line handlers are ordered.	
Charges for standby time beyond two hours	\$100.00 per hour

Vessel agents, owners or charterers must place an order directly with the terminal operator at least two hours in advance and specify the time and wharf at which handling is required. Orders may be canceled up to one hour prior to the time at which the service is required, or charges will be assessed.

Standby time is the period of time between the hour the linesmen are ordered to report and the actual time the vessel arrives or departs exclusive of the first two hours.

All line handlers, handling lines on Port Authority docks and wharves, whether public, leased or private, must, in order to perform this service, provide the Port Authority with evidence of insurance coverage, of which minimum required coverage shall be in accordance with coverage's as denoted in [Item L20](#) of this tariff and be subject to the provisions of this Rule.

SECTION E

Section E – Rates, Rules and Regulations Applicable to General Cargo & Passengers

E00 RESPONSIBILITY FOR PAYMENT OF WHARFAGE

Revised: February 1, 2015

Wharfage is the liability of the owner of the cargo, however, the Port Authority will bill and collect wharfage charges first from the terminal operator, secondly from the stevedore or thirdly from any other party who by acts or appearance give evidence to the Port Authority as representative of the owner, shipper or receiver of the cargo. (See Note 1)

All cargo delivered to point of rest on TPA property or placed in transit sheds, storage areas, shipside or on the apron, shall be considered to have earned wharfage when so placed. Wharfage will be collected on such cargo whether or not it is eventually loaded aboard a vessel. The owner of the cargo must report receipt of this freight when received and remit charges to the Port Authority when invoiced at the end of each month. The Port may assess a charge of 150% of the cargo wharfage for non-disclosure of any cargo movement by Port users.

Note 1:

- (a) Where containers or Ro-Ro trailers are neither stuffed nor unstuffed on terminal, wharfage charges on containerized or Ro-Ro cargo will be billed directly to the ocean carrier or agent. ([See Item D10](#))
- (b) Where containers or Ro-Ro trailers are stuffed or unstuffed on terminal, wharfage charges on containerized or Ro-Ro cargo are for the account of the cargo, except when containers or Ro-Ro trailers are stuffed or unstuffed for vessels or their agents' convenience, charges will be billed directly to the ocean carrier or its agent. ([See Item D10](#)). Passenger wharfage charges as published in [Item E15](#) will be assessed against the vessel. ([See Item D10](#))

E05 TRANSSHIPMENT CARGO WHARFAGE RATE

Cargo discharged from vessels and is to be transhipped by vessel in coastwise, intercoastal or foreign commerce, having paid inbound wharfage if reloaded within fifteen days, and has not been removed from the wharves or changed ownership, will not be charged wharfage on the outbound movement. In order for cargo to be entitled to the transshipment cargo wharfage rate, it is necessary that the owner's agent designate on entry at the Port of Tampa that vessel cargo is to be transhipped.

Time is to be computed from the first 7:00 a.m. after date of discharge, Saturdays, Sundays and legal holidays exempted.

All cargo, containers, and trucks which are loaded on or discharged from vessels at a port other than the Port of Tampa and moved via rail, barge or truck to or from Tampa Port Authority owned facilities, will be assessed a service charge of wharfage charges as provided in [Item E10](#), handling charges as published in items [100 - 192](#) and charges for other services performed as provided in the tariff.

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E10 WHARFAGE RATES

Revised: December 20, 2016

Rates in dollars per ton of 2,000 lbs., except as otherwise shown.

ALL ARTICLES, not provided for below	\$ 2.43
AUTOMOBILES, new manufactured lots, per unit	\$ 4.22
AUTOMOBILES, other than new, per unit (see Note)	\$ 7.31
CATTLE, SWINE AND OTHER LIVESTOCK, per head	\$ 4.33
CITRUS AND CITRUS PRODUCTS	\$ 2.02
CONTAINERS, Empty	No Charge
Loaded, per net ton of contents	\$ 2.03
USDA Public Law 480 Bagged Good per net contents	\$ 0.23
Fruit juices and vegetable juices of all kinds (includes ISO tanks)	\$ 1.102
CORDAGE, natural or synthetic fiber and related articles	\$ 1.72
FERTILIZER, in bags	\$ 1.79
FLOUR OR RICE, in bags	\$ 1.36
FOREST PRODUCTS	\$ 1.64
LUMBER AND LOGS, per MBF (gross measure)	\$ 1.47
FROZEN MEAT and/or POULTRY	\$ 2.36
FRUIT & VEG., fresh	\$ 2.08
IRON AND STEEL ARTICLES	\$ 1.98
IRON OR STEEL WIRE in coils, viz. wire rod; reinforcing rods, viz. rebar; and/or aluminum products and reinforcing rods	\$ 1.75
MOBILE HOMES & MODULAR HOMES, Set up: Under 10,000 lbs, each	\$22.47
10,000 lbs & over, per net tons	\$ 3.03
PAPER, WASTE, in bales (on domestic movements only)	\$ 1.32
PROJECT CARGO, weight or measurement (W/M)	\$ 2.43
SCRAP METAL	\$ 2.46
SHIPS' STORES	No Charge
USDA PUBLIC LAW 480 bagged goods	\$ 0.42
USDA PRODUCTS, chilled or frozen	\$ 1.73
VEHICLES, non-POVs, e.g., trucks, buses, tractors, trailers, road building equipment and other similar items	\$ 2.28
YACHTS & BOATS, up to 25' (per foot LOA)	\$ 1.08
Greater than 25' (per foot LOA)	\$ 1.63

Minimum Charge --- Each manifest or invoice will be subject to a minimum Wharfage charge of \$25.00.
 Passenger Baggage - No wharfage will be charged on baggage of passengers when carried on same vessel as passenger and on which no revenue is collected by the water carrier, either as excess baggage, freight or cargo.

Note: Any articles or cargo loaded in vehicles are subject to separate wharfage charges must be listed separately, with separate weights, on manifests and/or cargo reports.

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E15 PASSENGER TRAFFIC WHARFAGE

Revised: February 1, 2015

When vessel is berthed at any berth owned by the Tampa Port Authority:

	Eff. 10/1/15
Passengers embarking	\$7.00
Passengers disembarking	\$7.00
Passengers in-transit	\$7.00

Note 1: Steamship company officials only, when traveling aboard their own vessels are exempt from payment of passenger wharfage fees.

E17 PASSENGER VEHICLE WHARFAGE

Vehicles with a length less than 19 ft	\$10.00
Vehicles 19 ft or more	\$20.00

E20 PASSENGER VEHICLE PARKING

The Port of Tampa has designated areas for parking privately owned vehicles of passengers using the cruise ships calling at the Port of Tampa. The charge for parking is \$15.00 per day for vehicles occupying a single standard parking space and \$30.00 per day for vehicles, such as buses and large campers, occupying two or more parking spaces.

E25 BAGGING

Bagging services are available through some terminals in the Port of Tampa.

E30 RECOOPERING

Recoopering services are available at actual cost plus 25%.

E35 SEGREGATION

Segregation of cargo after unloading from vessel on basis of size, marks or other identifying characteristics, available for a charge equal to handling charge specified in [Section I – Cargo Handling](#) for the commodity being segregated. (For perishable goods segregated other than on straight time, applicable rate will be increased by 50%).

Segregation charge on any commodity requiring four or more separations to be 150% of the handling rate on this commodity as published in [Section I – Cargo Handling](#) of this tariff.

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E40 FREE TIME ALLOWANCE

Inbound Cargo	Thirty (30) calendar days. Free time shall commence at 12:01 a.m. the day following completion of discharge of a vessel.
Outbound Cargo	Thirty (30) calendar days. Free time shall commence at 12:01 a.m. of the day following placement of the cargo on Tampa Port facilities.
Automotive vehicles, trucks, trailers, tractors, and other similar items	21 days

In the event of unusual circumstances, request for additional free time will be considered when submitted in writing to the Terminal Operator prior of the expiration of free time. The Terminal Operator reserves the right to grant or refuse any request for extension of free time.

E45 WHARF DEMURRAGE

All cargo remaining in or on Tampa port facilities after expiration of free time and not accepted for storage or remaining in or on a terminal facility after expiration of the authorized storage period, shall thereafter be assessed a wharf demurrage charge as follows:

Inside per ton per day or fraction	\$.65
Outside per ton per day or fraction	\$.50
Wooden Tomato Stakes and Fencing – inside or outside per ton per day or fraction	\$.27

Note 1: Not applicable on empty containers.

E50 APPLICATION OF RATE AND MINIMUM CHARGE

Rates in this tariff are stated in cents per ton of 2,000 lbs. unless otherwise noted.

MINIMUM CHARGE

- A. Handling - the charge for one (1) ton of the highest applicable rate but not less than \$25.00. The provision of this item will apply to one shipment comprising one or more commodities, from one shipper moving on one vessel on one bill of lading to one consignee.

All other invoices except as otherwise provided, subject to rates and charges set forth in this Tariff - \$25.00.

E55 PICK-UP ORDERS

For the protection of the cargo, all drivers must have a written "Pick-Up Order" for each truck to be loaded at the Port of Tampa. This "Pick-Up Order" must be signed by the owner of the cargo or an authorized agent. The "Pick-Up Order" shall describe the cargo, the amount to be loaded, the ship, bill of lading number and marks, if any, on cargo. Any driver not having this written order will not be permitted to load.

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E60 INSURANCE

The rates and charges published in this tariff do not include insurance unless agreed to and specified in writing. Any insurance required by the owner for any cargo to protect his or others' interest, will be carried by the owner and will hold the terminal operator harmless of any loss or damages from any cause whatsoever.

E65 STORM PROTECTION

In cases where advance warnings that storms of hurricane intensity are expected to pass over or near the Port of Tampa, the owners of all cargo stored in the open areas are required to take protective measures both for the cargo and for the protection of other property. Should the owner fail to provide such storm protection, the terminal operator handling the cargo is authorized to protect such cargo against storm damage charging cost of this storm protection against the cargo.

E70 CHANGE IN TITLE OR OWNERSHIP

The terminal operators reserve the right to accept or reject a request for a change of title or ownership of cargo on storage loaded or discharged at the Port of Tampa for the purpose of invoicing a new owner. All requests must be in writing. If the terminal operators accept the request, it is with the full understanding that the previous owner is to be held responsible for the payment of the charges should they not be paid by the new owner.

E75 DISPOSITION OF UNDELIVERED CARGO

The terminal operators reserve the right to sell for accrued charges any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners or agents after due notice has been mailed or delivered to such known parties. Any excess funds received as a result of the disposal of cargo under the provision will be remitted to the last owner of record.

E80 EQUIPMENT RENTAL - Contact Terminal Operator

E85 STOCKPILING AND LOADING OF SCRAP METAL

At the Port Director's discretion, when conditions warrant during stockpiling on a wharf or loading of scrap metal cargo aboard vessels, a Tampa Port Authority Security/Operations Officer, at a cost of \$40.00 per hour assessed to the terminal operator, will be on the scene during all times of operations at the wharf to inspect and ensure compliance of all operating rules. (For Operating Rules See Item No. C60 of Port of Tampa Operations Manual No. 5).

SECTION F

Section F – Rates, Rules and Regulations Applicable to Bulk Cargo

F00 RULES, REGULATIONS & DEFINITIONS

Rules, regulations, and definitions, applicable to bulk cargo including charge for dockage at Tampa Port Authority facilities are published in [Items B00 through E00](#), [Items E60 through E80](#), [Items K00 through L00](#) and [Section M](#).

F10 APPLICATION OF WHARFAGE RATES ON BULK CARGO

Wharfage rates published in this tariff are applicable on commodities loaded to or unloaded from vessels in a bulk state. Charges and rates on bulk commodities in packages and scrap metal are [Section E – General Cargo and Passengers](#) of this tariff.

All cargo delivered to point of rest on TPA property or placed in transit sheds, storage areas, shipside, or on the apron, shall be considered to have earned wharfage when so placed. Wharfage will be collected on such cargo whether or not it is eventually loaded aboard a vessel.

F20 WHARFAGE RATES APPLICABLE ON BULK CARGO

Revised: February 1, 2015

Rates in cents per ton of 2,000 pounds, except as otherwise shown:

Aggregate, N.O.S. (including pumice and slag)	\$ 0.783
Anhydrous Ammonia	\$ 0.386
Bulk, Dry, N.O.S	\$ 1.215
Bulk, Liquid, N.O.S	\$ 1.215
Caustic Soda	\$ 0.433
Cement	\$ 0.865
Citrus Concentrate, via pipeline	\$ 1.102
Citrus Pellets	\$ 0.412
Coal	\$ 0.680
Fertilizer & Phosphate, Wet or Dry	\$ 0.252
Fly Ash	\$ 0.906
Grain, N.O.S.	\$ 0.433
Gypsum	\$ 0.608
Petroleum and Petroleum Products, including gasohol, alcohol or other liquid blending ingredients for petroleum based fuels, loaded or unloaded by pipeline or to or from tank trucks (See Note 2)	\$ 0.082 bbl.
Petroleum loaded aboard vessels for bunkers via barge, truck or pipelines - applicable only for the account of non-Tampa Port Authority tenants or sub-tenants	\$ 0.093
Petroleum Coke	\$ 0.680
Phosphoric Acid	\$ 0.412
Pomace	\$ 0.700
Potash	\$ 0.288
Sand	\$ 0.773
Seawater	\$ 0.268
Sulphur	\$ 0.412
Sulphuric Acid	\$ 0.433

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Tallow	\$ 0.618
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Note 1: While wharfage is the liability of the owner of the cargo ([See Item E00](#)), when bulk commodities are loaded or discharged as topping off operations ([See Item B80](#)), wharfage will be assessed to the vessel, through the vessel agent.

Note 2: Not applicable on direct bunkering to vessel at berth, except in cases where bunkering vessel neither loads or discharges revenue cargo or passengers at the bunkering berth, wharfage will be assessed to the vessel, through the vessel agent, on bunkers loaded, except no charge will be made for bunkers taken on by intra-harbor tugs.

F30 HANDLING & STORAGE APPLICABLE ON BULK CARGO

Commercial Storage and Handling are available in both open areas and under roof, and if storage or handling is required or desirable, rates will be furnished by terminal operators on request.

SECTION G

Section G – Rates, Rules and Regulations Applicable to Vessels at Anchor and Anchorage

G00 RULES, REGULATIONS & DEFINITIONS

All transfer of cargo from one anchored vessel to another vessel at any off-shore area within the Hillsborough County Port District is prohibited when berthing space of the desired draft is available at any port authority owned berth. In the event of non-availability of an adequate berth, special arrangements and permission for off-shore transloading must be made through the Sr. Director of Operations. Additionally, vessels utilizing anchorage sites and transfer cargo are subject to this tariff.

G10 APPLICATION OF THROUGHPUT RATES ON BULK CARGO

Throughput rates published in this tariff are applicable on commodities transferred between vessels at anchorage sites. Cargoes transferred at both anchorage and the Port Authority berths will be assessed only at the wharfage rates applicable over Port Authority berths.

G20 - THROUGHPUT RATES APPLICABLE ON BULK CARGO

Rates in cents per ton of 2,000 pounds, except as otherwise shown:

Bulk, Liquid or Dry, N.O.S	\$.08
Petroleum and Petroleum Products, including gasohol, alcohol or other liquid blending ingredients for petroleum based fuels	\$.01 per bbl

G40 RESPONSIBILITY FOR PAYMENT OF THROUGHPUT CHARGES

Throughput charges are the liability of the cargo. It shall, however, be the responsibility of the steamship agents of record, when making a reservation with the Port Authority Operations Department for a transloading operation, to designate the party to whom throughput charges should be billed. The party, including third parties, to whom the charges are to be billed, shall establish credit for billing-on-account with the Finance Department of the Port Authority or make arrangements for payment of charges by cash in advance or furnish a security bond prior to any transloading and/or lightering operations commence. In any event, the steamship agent of record is primarily responsible for payment of all charges.

G50 RESPONSIBILITY FOR PAYMENT OF ANCHORAGE AND/OR FLEETING CHARGES

Anchorage shall be charged on the length-over-all of the vessel as shown in Lloyd's Register of Shipping or American Bureau of Shipping. However, the Port Director reserves the right to admeasure any vessel when deemed necessary and use such admeasurement as the basis of the charge. The vessels, their owners, charterers and/or agents are responsible for anchorage or fleeting charges. While vessel agents are primarily responsible for payment of all charges incurred by a vessel (including barges), the Authority will render billings on barges utilized in transloading operations to a third party on condition that such third party has established adequate credit for billing on account; deposited cash in advance; or furnished the Authority with a security bond prior to transloading and/or lightering commence. In no event, will the billing of such third party release the vessel agent from the primary responsibility of payment of all charges.

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G60 ANCHORAGE OR FLEETING BEGINNING AND ENDING

Anchorage charges shall commence against a vessel when the vessel is secure with anchor(s) securely in place, and shall continue until such vessel takes up anchor(s) and has vacated the anchorage site. Fleeting charges shall commence against barges when they are secure to the mother vessel for transloading.

SECTION H

Section H - Storage Rates

H00 APPLICATION OF STORAGE CHARGES

Revised: January 1, 2014

Transit sheds and designated open storage areas in the Port of Tampa are provided only for assembling and prompt distribution of waterborne cargoes. This acceptance of cargo for terminal storage ([See Item B80](#)) is at the option and discretion of the terminal operator, and application for space for storage must be made in advance of the arrival of the cargo. Any cargo left in or on port terminal premises in excess of free time ([See Item E40](#)) and not accepted for storage will be subject to wharf demurrage charges ([See Item E45](#)), or may be sent to a commercial storage facility at the expense and risk of the owner ([See also Item E75](#)).

Storage charges published herein are applicable only on cargo received from or to be delivered to vessels over docks or wharves of Port of Tampa terminal operators.

Highly flammable, explosive or obnoxious cargo will not be accepted for storage except with written permission of the terminal operator, and if accepted, stored only in an area and at a storage rate approved by the terminal operator.

Inside Storage Charges	
Articles, N.O.S., per ton or 40 cu.ft. whichever produces the greater revenue:	
1st 30-day period or fraction thereof	\$ 0.14 per day
Each Succeeding 30-day period or fraction thereof	\$ 0.18 per day
Automobiles, Trucks, Trailers, Tractors (other than sea service containers) and Tractors, per vehicle, per day	\$ 1.50
Boats, not exceeding 22' in length, each, per day	\$ 6.00
Note: Storage rates published in this item are not applicable on freezer cargo, fruit, fresh vegetables or other cargo requiring temperature-controlled storage.	
Open Storage Charges	
Articles, N.O.S., per ton or 40 cu. ft. whichever produces the greater revenue:	
1 st 30 day period or fraction thereof	\$ 0.13 per day
Each Succeeding 30-day period or fraction thereof	\$ 0.17 per day
Automobiles, Trucks, Trailers and (other than sea service containers) and Tractors, per vehicle, per day	\$1.50
Boats, not exceeding 22' in length, each, per day	\$6.00

SECTION I

Section I – Rates, Rules and Regulations Applicable to Cargo Handling

I00 HEAVY LIFTS

Rates and charges published in this section do not apply on heavy lift cargo in excess of ten (10) tons. Special arrangements must be made directly with the terminal operator for handling of heavy lift cargo, which will be subject to charges based on actual cost plus twenty percent.

I01 PALLETIZED CARGO

When cargo is pre-palletized on the shipper's pallets acceptable to terminal operator, rates shall be assessed as shown in Section I (Rates, Rules and Regulations Applicable to Cargo Handling) less 15%. These provisions do not apply to commodities listed in [Items I10, I15, I30, I89 and I90](#).

I02 APPLICATION OF RATES ON HANDLING

The rates in Section I applicable on handling are stated in cents per ton of 2,000 pounds, unless otherwise noted. See also [Item E50](#) for application of rates and minimum charge.

Handling charges include loading and/or unloading and a handling 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 inland carrier to the terminal operator.

The handling charge will be assessed against the cargo.

I05 AUTOMOTIVE VEHICLES AND TRAILERS

Revised: January 1, 2014

SET-UP, each:

Under 350 cu. ft.	1622
351 - 500 cu. ft.	1882
501 - 750 cu. ft.	2644
751 - 1000 cu. ft.	3418
1001 - 1500 cu. ft.	4699
Over 1500 cu. ft.	5549

I10 BOATS - [See Item I00](#) (Heavy Lifts)

I15 CANNED CITRUS - Not Chilled nor Frozen

Revised: January 1, 2014

Not Palletized	1000
Unitized and bound together with signode strapping on a two-way or criss-cross strap across both faces, or a suitable substitute, that would bind the cases into one unit of a weight of not less than one long ton, attached to a disposable pallet of uniform size suitable for export and ocean voyage	768

I22 DOOR SKINS

Revised: January 1, 2014

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in Bundles	1449
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I30 FLOUR, CORN, BEANS, RICE

Revised: January 1, 2014

in Bags	692
Bagged Flour or Rice, Palletized	487

I37 FURNITURE (Wood or Metal)

Revised: January 1, 2014

Per 40 cu. ft. or	735
Per 2,000 lbs	1497
Whichever produces the greater revenue	

I38 GENERAL CARGO

Revised: January 1, 2014

Cargo, N.O.S. (Except Bananas)

BAGS OR SACKS	
Each weighing less than 60 lbs	1103
Each weighing 60 lbs. but less than 100 lbs	1028
Each weighing 100 lbs. or over	947
BARRELS OR DRUMS	
Each weighing less than 200 lbs	1331
Each weighing 200 lbs. or over	1082
BOXES OR CRATES	
Each weighing less than 30 lbs	1103
Each weighing 30 lbs. or over	1028
In other packages, bales, bundles or loose	1103
Unitized	703

I43 HOUSEHOLD APPLIANCES

Revised: January 1, 2014

Freezers, Refrigerators, Ranges, Washing Machines, Dishwashers, Clothes Dryers	2028
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I44 HOUSEHOLD GOODS, GLASSWARE AND/OR PERSONAL EFFECTS

Revised: January 1, 2014

Per 40 cu. ft. or	762
Per 2,000 lbs	1720
Whichever produces the greater revenue	

I47 IRON, STEEL, ALUMINUM, BRASS, BRONZE, COPPER OR LEAD ARTICLES (See Note 1)

Revised: February 1, 2015

A.	Barbed Wire, In Coils (See also I)	1449
B.	Castings and Forgings, N.O.S	1720

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C.	Iron and Steel Articles, N.O.S. rods, angles, plate, structural shapes and pipe, including tubing	941
D.	Nails, Nuts, Bolts, Rivets in Kegs or Cartons	1449
E.	Aluminum Billets and Wire Rod, in Coils	514
F.	Steel Sheets in packages or Coils	514
	Wire Rod or Tin Plate, in Coils	514
	Wire, Strand or Prestressed in Coils or Reels	514
	Reinforcing rods (rebar)	514
G.	Tin Plate, Waste, Misprints, Shear Pieces, Skidded	1260
H.	Tin Scrap, in Bales, not skidded	2617
I.	Wire, Barbed, in Coils; Basic Bright, in Coils or Reels; Tie, in Bags or Cartons	1449
J.	Wire Fencing, Field Fence, Reinforcing – Mesh & Parts, i.e. Tubing, etc.	1872
K.	Wire Rope, Smooth and Tie in Coils or Reels	1331

Note 1: This tariff differentiates plate and sheet classifications by thickness. If the thickness is greater than or equal to 0.18" it is classed as plate. If the thickness is less than 0.18" it is classed as sheet.

I50 LEAD

Revised: January 1, 2014

Ingots or Pigs	1331
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I70 PROJECT CARGO

Revised: January 1, 2014

Project Cargo	1103
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All project cargoes subject to operational review and acceptance by the terminal operator. Rate applicable to all projects whether discharges to or loaded from dock, or directly to conveyance or water. Heavy lift charges may also apply.

I87 VEGETABLES, Fresh, N.O.S., each

Revised: January 1, 2014

In Crates of 20 lbs. & over	70
In Crates of between 16 & 20 lbs	55
In Crates of 15 lbs. & under	22

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I89 WALLBOARD

Revised: January 1, 2014

Hardboard, Insulation Board, Chip Board	1331
In Bundles	1331
In Bundles and skidded for machine handling	671

I90 WALLBOARD

Revised: January 1, 2014

Gypsum, pre-unitized, each unit weighing not less than 2000 pounds – To or from trucks only	579
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I92 WOOD PULP

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SECTION J

Section J – Rates, Charges and Definitions Governing Receiving, Delivery and Container Handling

J01 DEFINITIONS

Container

A standard (I.S.O.) seagoing container 20 feet in length or over, either flat or on wheels, barges, frames, chassis or flatbed trailers.

Container Yard

The designated area where loaded or empty seagoing containers can be physically interchanged by the inland carriers (or its contracted agent) on one hand and the ocean or water carrier (or its authorized agent) on the other, through the controlled medium of the terminal operator.

Open Storage or Parking Area

The designated open storage or parking area on the terminal where loaded or empty containers, when on own wheels or bogies or frames or chassis (furnished by vessel owner or agent) may be held in custody of the terminal operator on instructions by the owner or agent of said container.

Wheeled Container

A container, loaded or empty, on own wheels, bogies, frames, chassis or flatbed trailer, furnished by owner or agent of said container.

Rehandling Container

The moving or towing of a wheeled container to or from "Point of Rest" to or from a designated point on the terminal facility.

Receiving or Delivering Containers

Physical acceptance or delivery of a container by a terminal operator to or from the inland carriers, so as to facilitate physical interchange of the container at point of rest with a water carrier, and the inland carrier upon instructions from the vessel.

The terminal will, by use of its own mechanical equipment, perform:

- (a) Upon instructions from the vessel, a wheeled container, appropriately moved into position by the inland carrier will be removed from the wheels, chassis, or flat bed trailers by the terminal operator with their own labor and mechanical equipment. In turn, the container will be grounded or stacked by the terminal at a point of rest awaiting movement to the vessel. When so requested, the terminal operator will inform the vessel as to the exact location of the container. The vessel will, in turn, remove the container from the point of rest and transport the container to the vessel.
- (b) In a similar manner, the terminal operator will receive a container, without wheels, from the vessel at a point of rest, designated by the terminal operator, for delivery to an inland carrier. The vessel will ground or stack the container at a point of rest designated by the terminal operator. When so required by the vessel, the terminal operator with its labor and mechanical equipment, will remove the container from point of rest and place the container on the inland conveyance.
- (c) The terminal operator will exercise control over the container the entire time that the container is at point of rest.

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- (d) The terminal operator will accept a container from or release a container to the inland carrier upon instruction from the vessel owner or agent.
- (e) Receiving or delivering containers and underframes does not include execution of interchange forms or responsibility as to condition of containers or contents or underframes.

Pre-mounting/Delivery or De-mounting/Receiving Containers; The physical placing or removal by terminal operator of a container, empty, or loaded, to or from its own wheels, chassis, bogies, or frames (to be furnished by the vessel owner or agent) upon instruction from the vessel owner or agent, at a time other than delivering or receiving the container to or from the inland carriers.

Segregation of Containers - The movement of a container from one location to another location, in close proximity in the marshalling yard at the specific request of the vessel owner or agent.

Relocation of Empty Container - Stuffing and stripping charges, as published in [Item J06](#), cover relocation of empty containers.

J02 CHARGES

Rehandling Container, as defined in Item J01 , per container	\$20.00
Receiving or Delivering Containers, as defined in Item J01 per container	\$42.50
Receiving or Delivering Containers, wheeled operations as defined in Item J01 , per container	\$12.50
Premounting/Delivering or Demounting/Receiving Containers, as defined in Item J01 , per container	\$30.00
Segregation of Containers, as defined in Item J01 , per container	\$20.00

J03 FREE TIME

Containers, loaded or empty, with or without wheels chassis or underframes held in areas designated by the Terminal Operator, will be granted FREE TIME beginning at 8:00 am after placement. As follows:

Import loaded containers	5 Days
Export Loaded containers	20 Days
Empty containers	10 Days

Free time applies to the ocean carrier only and all storage charges are for the account of the ocean carrier.

J04 STORAGE CHARGES

Containers, loaded or empty, with or without wheels, chassis or underframes held in areas designated by the Terminal Operator, after expiration of FREE TIME, will be assessed storage charges as follows:

Import loaded containers	\$5.00 per day or fraction thereof (day 1-11)
	\$12.00 per day or fraction thereof (after 11 th day)
Export Loaded containers	\$1.50 per day or fraction thereof
Empty containers	\$1.50 per day or fraction thereof

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J05 RECEIPT AND DELIVERY OF CONTAINERS

Charges for receipt, delivery and handling of loaded or empty containers are for the account of the vessel [\(See Item D10\).](#)

J06 STUFFING AND STRIPPING

Stuffing, stripping, receiving or delivery of break-bulk general cargo to or from containers will be subject to a charge of \$5.00 per 40 cubic feet or \$8.00 per net ton, whichever produces the greater charge.

J07 DOCUMENTATION

A charge of \$7.50 will be made for each form executed by the terminal operator.

SECTION K

Section K – Rates and Regulations Governing Enforcement & Changes to Tariff

K00 APPLICATION FOR CHANGE IN TARIFF

A. Contents of Application

Any person, firm or corporation may propose a change in the Port Charges Tariff of the Authority by submitting to the Port Director an application which shall set forth the following in writing:

A detailed description of the proposed changes, specifically showing what increases, decreases, eliminations, additions or substitutions would be made in the Rules, Regulations, Rates or Charges with reasons and justification therefore.

B. Consideration of Application

1. If the application furnishes all the necessary information, the Tariff Committee, after review, may then cause notice containing a brief summary of the proposed changes and the time and place of a public hearing before the Authority to be published in a newspaper in Hillsborough County twenty (20) days prior to said hearing date.
2. The proposed changes shall then be considered at such public hearing at which evidence may be submitted by any interested party either in support of or in opposition to the proposed changes. (See Exception)
3. The Authority, after due consideration of the evidence presented at the public hearing, may approve wholly or in part, or deny wholly or in part, the proposed changes by appropriate resolution in regular session.

When the proposed change results in a reduction to meet competitive conditions, and is properly documented, no public notice or public hearing is required (Section 19 of Chapter 95-488, Laws of Florida.)

K10 ENFORCEMENT OF TARIFF

A. Investigation of Violations

The Tariff Committee shall be charged with the responsibility of investigating any alleged violations of the tariff. It shall have the authority to conduct periodic audits of the books and records of all Terminal Operators at any time during regular business hours.

B. Consideration of Violation

The Tariff Committee shall fully consider all evidence and if its findings reveal there are reasonable grounds to believe that a violation of the tariff has occurred, it shall recommend that the Chairman of the Authority set a date for a private hearing before the Authority to consider the matter. The Tariff Committee shall notify the Operator of such private hearing so that he may appear, and he shall have the right to be represented by counsel at this private hearing and to examine the evidence of alleged violations.

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C. Penalty

The Authority, after due consideration, shall announce its findings in regular session. If found that a violation of the tariff has occurred, it shall have the power to impose a fine up to \$500 for each separate violation of any of the provisions of the tariff. It may also suspend the Operator's License for any period that it determines reasonable under the circumstances or it may revoke same. A suspension or revocation shall not prevent the consignee of any merchandise from picking up the cargo from the premises or facilities of the operator.

K20 PROCEDURES FOR INVESTIGATING ALLEGED VIOLATIONS OF THE TARIFF

The Tariff Committee (Committee) is charged with the responsibility of investigating any alleged violations of the Tariff. The time and place of all Committee meetings relating to the investigation of alleged violations will be posted on the Authority's website and in the lobby of the Authority's administration building. The public may attend these meetings of the Committee but may not participate in the discussions of the Committee. A simple majority vote by the members present at any meeting (in which a quorum is present) is sufficient to pass any motion.

The Committee shall fully consider all written evidence regarding alleged violations of the Tariff and determine whether it has "reasonable grounds" to believe that a violation(s) of the Tariff has occurred in accordance with the following procedures:

1. At the initial meeting pertaining to an alleged violation, the Committee shall state the allegation(s) and determine which section(s) of the Tariff may have been violated. Each and every occurrence of an alleged violation of the Tariff shall constitute a separate violation. The alleged violator may attend this meeting but shall not be allowed to participate in the Committee's discussion.

The Committee shall review all the evidence in the record related to the alleged violation. The evidence in the record may include, without limitation, licenses, applications, letters, photos, invoices, berth reservations, contracts, or other written documents.

If the Committee determines that there is insufficient evidence to support a violation, no further action will be taken.

2. If the Committee determines that enough evidence exists to support a violation, the Committee shall provide written notice to the alleged violator of the alleged violation(s). The alleged violator shall have thirty (30) days to respond to the violation notice and submit documents and information in support of its response ("Response Deadline"). All submittals shall be limited to written documentation.
3. The Committee shall meet to review all timely submittals within thirty (30) days of the Response Deadline and, within thirty (30) days after review of all submittals, the Committee may dismiss the violation notice or may identify any additional alleged violations and request additional information from the alleged violator and from other parties, as necessary. The alleged violator may attend this meeting but shall not be allowed to participate in the Committee's discussion.

The Committee shall provide the alleged violator with written notice of the deadline for the submittal of additional information not to exceed thirty (30) days from the notice date. There is no requirement that the requested submittals be provided. All submittals shall be limited to written documentation. After the deadline has passed, the record will be closed. No additional information will be considered.

4. Once the deadline for submittals has passed, the Committee will set a "reasonable grounds" determination meeting to take place within thirty (30) days. The Committee shall provide written

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notice of the meeting to the alleged violator. The alleged violator will be allowed to participate in the meeting.

At the meeting, the Committee members shall discuss the evidence in the record and determine whether there are "reasonable grounds" to believe that a violation of the Tariff occurred. "Reasonable Grounds" is defined as sufficient evidence to cause a reasonable person to believe that the alleged violator violated the Tariff.

If the Committee determines that there is insufficient evidence to support a violation, the violation notice will be dismissed and no further action will be taken.

5. If the Committee finds sufficient evidence to support a violation, then within thirty (30) days of the "reasonable grounds" meeting, the Committee shall submit a report to the Chairman of the Board of Commissioners with one of the following recommendations:
 - a. That Authority enter into a settlement agreement with the alleged violator wherein the alleged violator admits that a violation has occurred and agrees to a suitable penalty, if warranted, e.g. to pay a fine, or submit to a suspension of its license, or some other appropriate remedy; or
 - b. That the Chairman of the Board of Commissioners set a date for a hearing before the Board or appoint a hearing officer to consider the matter.
6. In the event the matter is set for a de novo hearing before the Board of Commissioners or a hearing officer, the Committee shall notify the alleged violator in writing of the date of the hearing and its rights to be represented by counsel at the hearing and to examine the Committee's evidence of the alleged violations.

In the event the matter is assigned to a hearing officer, the hearing officer shall conduct a de novo hearing and submit a written report to the Chairman of the Board of Commissioners within ninety (90) days. The report shall include a finding as to whether a violation of the Tariff by the alleged violator occurred.

7. The alleged violator may arrange to have a verbatim transcript of any meeting or hearing prepared at his or her own expense.

K30 HEARING EXAMINER SUBSTITUTED

Wherever reference is made to public hearing before the Authority, the Authority may instruct the Port Director, Deputy Port Director or any other duly approved staff member to act as Hearing Examiner in its stead and then make report to the Authority.

K40 COURT REVIEW

The Rules and Regulations of the Authority are not intended to preclude any rights that any person, firm or corporation may have to seek redress or to have any action of the Authority reviewed in the Courts of the State of Florida or of the United States.

SECTION L

Section L – Rules and Regulations Governing Licensing Procedures

L00 GENERAL RULES AND REGULATIONS

Revised: February 1, 2015

No person, firm, corporation or other business entity as described in the designated categories as set forth in [L05](#) or [L10](#) may operate in the Port District unless and until there shall first have been obtained from the Authority a license authorizing such activity. The following rules and regulations governing licensing are issued pursuant to Sections 7 and 19 of Chapter 95-488, Laws of Florida. These rules and regulations are promulgated to establish a standard licensing procedure by which the Authority can exercise its lawful control of the orderly development of port operations.

A. LICENSING PROCEDURE

1. Applications for License

Application for license shall be submitted to the Authority using the form found in [Section M](#). The requirements set forth in the form found in [Section M](#) are incorporated in this Section. Applications shall be accompanied by the fee specified below, a Certificate of Insurance that includes the applicable insurance specified in [Section L20](#), and documentary evidence in support of applicant's eligibility. The failure to fully and accurately complete all questions on the application will result in rejection of the application.

2. Consideration of Applications

(a) The handling of bulk commodities conveyed through fixed and permanent type conveyors, including pipelines, does not require a license from the Authority.

(b) The Port Director or his delegate shall review the applications within thirty (30) days from receipt of the applications and may require applicant to furnish additional information.

(c) Once the application is complete and, in the opinion of the Port Director, the applicant has established that it is competent and well qualified to perform the duties of licensee; that such services are required for the advancement of public shipping; and that the applicant is ready, willing and able to perform the service, the Port Director or his delegate may then issue a license unless a public hearing and approval by the Board of Commissioners is required.

1. Only Marine Terminal Operator, Stevedore, and Franchise Steamship Agency applications require a public hearing and approval of the Authority's Board of Commissioners.
2. For Marine Terminal Operator, Stevedore and Franchise Steamship Agency license applications, the Port Director or his delegate may then cause notice of the application and the time and place of a hearing on same to be published in a newspaper in Hillsborough County at least twenty (20) days prior to said hearing date.
3. The public hearing shall be conducted by a hearing officer designated by the Port Director. Upon completion of the public hearing, the hearing officer shall make findings and a recommendation to the Port Director for action upon the application.

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4. The Board of Commissioners will consider the information supplied in the application and public hearing, the report of the hearing officer, and recommendations of the Port Director, and shall approve or deny the application. The application may be approved with such restrictions or limitations as deemed appropriate by the Board of Commissioners.

(d) In the event an application is denied, the applicant may appeal such denial within thirty (30) days of the date of denial by filing a written protest and request for public hearing to the Chairman of the Board of Commissioners.

3. Issuance of License

The acceptance of a license shall signify agreement of the Licensee to be governed by tariffs, policies, rules and regulations of the Authority and all customs of the Authority. All licenses shall be issued to expire on the September 30th next after date of issuance, and shall be limited to the specific location identified in the application or as otherwise determined by the Authority.

The issuance of a Marine Terminal Operator's license does not entitle the licensee to operate on Authority property without a separate agreement with the Authority or its tenants to use such property for purposes consistent with the agreement with the Authority or the tenant's lease with the Authority.

4. License Renewal/Reinstatement

Licenses are issued annually for the period October 1st through September 30. Renewal invoices will be sent to current licensees by August 1 and are due and payable no later than August 31. Licenses not renewed and paid in full by October 1 will be considered lapsed immediately and subject to reinstatement. A former licensee wishing to reinstate its license must submit a new application in its entirety, accompanied by the initial application processing fee, unless the Port Director, in his discretion, waives this requirement.

New businesses requiring licenses within six months of the expiration date will be issued licenses to extend through the following year.

5. Denial of Renewal of Licenses

The Authority reserves the right to deny renewal of a license prior to the date of renewal by giving five (5) business days' written notice by certified mail delivered to the licensee based on any of the following:

- (a) Failure of the licensee to adhere to the terms and conditions of its license, including without limitation, the tariffs, policies, rules and regulations of the Authority (including insurance and bonding requirements), and all fire, safety, environmental or other applicable federal, state, or local laws and regulations;
- (b) Failure of licensee to promptly discharge its financial obligations to the Authority;
- (c) The submittal by the licensee of false or misleading information to the Authority; (d) Neglect of duty, incompetency, inefficiency, or other acts detrimental to the interests of the public; or (e) Such other factors relating to the interests of the public as the Port Director may deem proper. A licensee may appeal the denial of the renewal of its license by filing a written protest within thirty (30) days from the date of denial and request for a public hearing to the Chairman of the

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Authority's Board of Commissioners. If an appeal is filed, the licensee's denial of renewal will be held in abeyance pending a final determination by the Authority Board of Commissioners.

6. Non-Transferability of License

No license shall be transferred or assigned to or otherwise used by any person other than the named licensee. Any person, firm, corporation or other business entity properly acquiring a going business from a licensee hereunder may qualify for a license, depending upon the financial strength, background and experience of the successor entity, by conforming to L00.A.1 and 2 of this item. The requirement to apply for a new license may be waived at the discretion of the Port Authority if the Port Authority determines the new entity is competent, financially sound and capable to perform the duties of licensee.

7. License Fees

(a)	Marine Terminal Operators	
	Initial Application (Non-Refundable)	\$ 1,000.00
	Initial and Annual License Fee (will not be prorated)	\$ 250.00
(b)	Stevedores	
	General Cargo and Bulk Cargo	
	Initial Application (Non-Refundable)	\$ 1,000.00
	Initial and Annual License Fee (will not be prorated)	\$ 500.00
	Bulk Cargo only	
	Initial Application (Non-Refundable)	\$ 1,000.00
(c)	Franchise Steamship Agents	
	Application Fee (Non-Refundable)	\$ 500.00
	Initial and Annual License Fee (will not be prorated)	\$ 500.00
(d)	All other categories	
	Application Fee (Non-Refundable)	\$ 250.00
	Initial and Annual License Fee (will not be prorated)	\$ 250.00
(e)	Ground Transportation (not regulated by Hillsborough County Public Transportation Commission (HCPTC))	
	Application Fee (Non-Refundable)	\$ 250.00
	Initial and Annual License Fee (will not be prorated)	\$ 350.00

L05 FRANCHISE STEAMSHIP AGENCY LICENSE

A Franchise Steamship Agency License is required for all passenger vessels exceeding 20,000 GT operating in the port district. A license is required for business commencing October 1 of each year. The license fee will be applied on a fiscal year basis. All firms must submit a check for the nonrefundable application fee plus the applicable initial fee with their application for license to operate in the port district and must have insurance listing Tampa Port Authority as an additional insured. New businesses requiring licenses within six months of the expiration date will be issued licenses to extend through the following year.

Note: A Franchise Steamship Agency License will not be required where (a) a TPA licensed steamship agent pays the estimated port charges to the TPA in advance of the arrival of a passenger vessel exceeding 20,000 GT; or (b) the TPA bills all TPA charges directly to the applicable cruise line.

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Applications will require initial approval by the TPA Board of Commissioners after a public hearing is held. Annual renewals of approved permits shall be made by staff so long as the business remains in good standing.

Franchise Steamship Agency License Fees:

\$500	Nonrefundable Application Fee
\$500	Initial Fee & Annual Renewal Fee

In addition to the requirements for a steamship agency license, a Franchise Steamship Agency License application must also include the following:

1. Financial Statements (including, but not limited to, the applicant's income statements, balance sheets and cash flow sheets for the previous three years);
2. Entity Documents (articles of incorporation, articles of organization, partnership registration statement, or statement of qualification, as applicable, and the current annual report showing the entity is authorized to do business in the State of Florida); and
3. \$100,000 bond, letter of credit, or cash deposit. Effective October 1, 2010

L10 OTHER LICENSE CATEGORIES

Revised: October 17, 2017

A separate license must be obtained for each of the business categories, below named, in which any business entity is engaged.

1. Port Harbor Tugboat and Towing Company
2. Bunkering and Lighterage Service (See Note 1)
3. Steamship Agent
4. Ground Transportation (not regulated by HCPTC)
5. Ship Chandler
6. Mobile Food, Merchandise and/or Service Vendor
7. Common Carriers by Water of Passengers within the Port District (Water Taxi)
8. Oil Waste Removal and/or Sanitary Removal Company
9. Line Handler (See Note 4)
10. Security Firm (See Note 5)
11. Marine Terminal Operator
12. Stevedore

Note 1: The license fee for Port Barge Bunkering and Lighterage Services performed by companies domiciled outside the Hillsborough County Port District is \$2,500.00 annually.

Note 2: Note deleted – Taxicabs/Limousines are now licensed by the Hillsborough County Public Transportation Commission (HCPTC)

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Note 3: Ground Transportation companies making five (5) or less pick-ups per license year (October 1 - September 30) may, with advance arrangements with the Authority, arrange, in lieu of the annual license, to remit pick-up fees of \$50.00 per pick-up for buses. Should any bus/coach company make more than five (5) pick-ups per fiscal year, they must obtain the annual license prior to the sixth pick-up.

Note 4: Line Handlers working in the general cargo/container terminal concession area will be subject to the terms and conditions of the terminal operating agreements.

Note 5: Security firms operating within a restricted access area on Authority property must provide evidence of compliance with applicable law related to port security. Contact TPA Security at 813-241-1886 for information regarding compliance.

L20 INSURANCE REQUIREMENTS

Each stevedore, terminal operating or other business, which is required by the Port Authority to have a license to operate, upon filing an application for said license, shall maintain the types and amounts of insurance as specified for the types of operations being conducted on Port property.

L20.1 GENERAL INSURANCE REQUIREMENTS

Revised: February 1, 2015

Prior to the commencement of work governed by this license (including the pre-staging of personnel and material), the Licensee shall obtain, at his/her own expense, insurance as specified below. The Licensee will ensure that the insurance obtained will extend protection to all contractors and sub-contractors engaged by the Licensee. As an alternative the Licensee may require all contractors and sub-contractors to obtain insurance consistent with the insurance being required of the Licensee. The Licensee shall maintain the required insurance throughout the entire term of this license. The Licensee will be held responsible for all deductibles and self insured retentions that may be contained in the licensee's insurance policies.

The Licensee shall provide, to the Port Authority, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance or
- A Certified copy of the actual insurance policy.

The Port Authority, at its sole option, has the right to request a certified copy of any or all insurance policies being required.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the Port Authority by the insurer.

The acceptance and/or approval of the Licensee's insurance shall not be construed as relieving the Licensee from any liability or obligation arising out of the work performed by the Licensee.

The Tampa Port Authority, its employees and officials will be named as "Additional Insured" on all Commercial General Liability, Umbrella Liability and excess Liability policies.

An Excess or Umbrella Liability policy will be acceptable to obtain the required limits if the terms and conditions of the Excess or Umbrella Liability policy is no less restrictive than the underlying primary policy.

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L20.1.a WAIVER OF INSURANCE REQUIREMENTS

Effective: February 1, 2015

Section L20.3 lists the Category of Port Business and Required Insurance. A Licensee may submit a Request for Waiver of certain Insurance Requirements (see form in Section L40). The completed Request for Waiver of Insurance form will be submitted to the Tariff Committee for consideration.

L20.1.b POLICY DEDUCTIBLES AND SELF INSURED RETENTIONS

Revised: October 17, 2017

The Licensee shall be solely responsible for all deductibles, self-insured retentions or self-insured amounts associated with all of the insurance required of the Licensee. The acceptability of any deductible, self-insured retention or self-insured amount of any required insurance coverage shall be at the sole discretion of Port Tampa Bay

L20.2 DESCRIPTION OF INSURANCE

L20.2.a GENERAL LIABILITY INSURANCE

Coverage shall include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be: As specified in Paragraph L20.3

L20.2.b AUTOMOBILE LIABILITY INSURANCE

Revised: February 1, 2015

Coverage, as a minimum, shall extend to:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be: \$300,000 Combined Single Limit (CSL)

- Exception: Ground Transportation companies shall at all times maintain Business Automobile Liability providing for bodily injury and property damage liability coverage on each vehicle in an amount not less than:

Ground Transportation
Companies:

\$1,000,000 combined single limit (CSL) each accident or split limits of
\$500,000 bodily injury each Person and
\$1,000,000 each accident and
\$100,000 property damage each accident

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L20.2.c WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

Coverage should be consistent with Florida Statute § 440.

L20.2.c.1 JONES ACT

Revised: February 1, 2015

If the work performed by the Licensee involves the use of any watercraft, the Licensee's Workers' Compensation Insurance Policy shall include coverage for claims subject to the Federal Jones Act (46 U.S.C.A. subsection 688) with limits of not less than \$1,000,000. The Licensee shall be permitted to provide Jones Act Coverage through a separate Protection and Indemnity Policy, in so far as the coverage provided is no less restrictive than would have been provided by a Workers' Compensation policy.

L20.2.c.2 USL&H

If the work performed by the Licensee exposes the Licensee's employees to work subject to the United States Longshoremen and Harbor Workers (USL&H) Act (33 USC sections 901-950), the Licensee's Workers' Compensation Insurance policy shall include USL&H coverage with limits not less than \$1,000,000.

L20.2.c.3 EMPLOYERS LIABILITY

The Licensee shall obtain Employers' Liability Insurance with limits of not less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

L20.2.d STEVEDORE'S LEGAL LIABILITY

Coverage shall extend to the liability obligations of a stevedore for damage to vessels and their cargo while in the care, custody and control for the purpose of loading and discharging a vessel.

The minimum limits acceptable shall be: \$1,000,000

L20.2.e TERMINAL OPERATOR'S LEGAL LIABILITY

Coverage shall extend to the liability obligations of a terminal operator for damage to cargo while in the care, custody or control of the terminal operator for the purpose of storage.

The minimum limits acceptable shall be: \$1,000,000

L20.2.f WHARFINGER'S LEGAL LIABILITY

Coverage shall extend to the liability obligations of a wharfinger for damages to vessels and their cargo while in the care, custody or control of a wharf facility.

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L20.2.g POLLUTION/ENVIRONMENTAL LIABILITY

Revised: February 1, 2015

Coverage shall extend to First Party Clean Up Costs and Third Party Liability arising out of the storage, treatment, processing or transporting of hazardous materials, sewage, and/or constituents.

The minimum limits of liability shall be: \$1,000,000 per Occurrence/\$1,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required

L20.2.h WATERCRAFT LIABILITY

Coverage shall be provided with terms no less restrictive than those found in the standard "American Institute Hull Clauses" (June 2, 1977 edition). Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Injury (including death) to any Person
- Damage to Fixed or Movable Objects
- Costs Associated with the Removal of Wrecked Vessels
- Contractual Liability

The minimum limits acceptable shall be: \$1 Million Combined Single Limit (CSL)

Coverage provided by a Protection and Indemnity Club (P&I) shall be subject to the approval of the Tampa Port Authority.

L20.2.i LAW ENFORCEMENT LEGAL / SECURITY GUARD PROFESSIONAL LIABILITY

Security Firms licensed by TPA will be required to carry \$1 million limit for Law Enforcement Legal Liability or Security Guard Professional Liability or other such comparable insurance extending coverage to security guard services. If the services provided by the Licensee involve the use of firearms, the policy cannot have any exclusions or limitations relating to the use of firearms.

L20.2.j MSC90 ENDORSEMENT

Revised: February 1, 2015

All firms engaged in the public transportation for hire of goods and materials governed by the Motor Carrier Act of 1980 shall be required to provide evidence that their Business Automobile Liability policy has been endorsed with the MCS90 endorsement. Evidence of such endorsement must clearly be reflected on the Licensee's Certificate of Insurance.

L20.3 CATEGORY OF PORT BUSINESSES AND REQUIRED INSURANCE

Revised: February 1, 2015

CATEGORY OF PORT BUSINESS	REQUIRED INSURANCE
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Stevedoring	General Liability Required Limits \$2,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation USL&H	Stevedore's Legal Liability
Marine Terminal Operators	General Liability Required Limits \$2,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation USL&H	Terminal Operator's Legal Liability
Port Harbor Tugboat and Towing Companies	General Liability Required Limits \$2,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation	Watercraft Liability Jones Act
Bunkering and Lightering Services performed by a company domiciled in Hillsborough County Port District	General Liability Required Limits \$2,000,000 CSL	Employer's Liability	Automobile Liability MSC90 Endorsement	Worker's Compensation	Watercraft Liability Pollution/ Environmental Liability Jones Act
Steamship Agents/ Franchise Steamship Agents	General Liability Required Limits \$2,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation	
Ground Transportation	General Liability Required Limits \$1,000,000 CSL	Employer's Liability	Automobile Liability 1,000,000 CSL	Worker's Compensation	
Ship Chandlers	General Liability Required Limits \$1,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation	
Security Firms	General Liability Required Limits \$2,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation	Law Enforcement Legal / Security Guard Professional Liability Required Limits \$1,000,000
Mobile Food, Merchandise and/or Service Vendors	General Liability Required Limits \$1,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation	
Common Carriers by Water of Passengers within the Port District	General Liability Required Limits \$1,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation	Watercraft Liability Jones Act
Oil Waste Removal and/or Sanitary Removal Companies	General Liability Required Limits \$1,000,000 CSL	Employer's Liability	Automobile Liability MCS90 Endorsement	Worker's Compensation	Pollution/ Environmental Liability

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Line Handlers	General Liability Required Limits \$2,000,000 CSL	Employer's Liability	Automobile Liability	Worker's Compensation	USL&H Wharfinger's Legal Liability
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Each of the insurance coverages specified above are viewed as individual coverages. The Licensee shall be required to purchase and maintain each of the coverages specified. For example, Workers' Compensation will not be a substitute for Jones Act or USL&H coverages.

L30 REVOCATION OF LICENSES

The Port Authority reserves the right to revoke or deny renewal of any licenses, previously granted for violation of the rules and regulations of the Port Authority (including insurance and bonding requirements), neglect of duty, incompetence, inefficiency, and disregard for public safety or for any other act or acts detrimental to the interest of the Port Authority.

L40 REQUEST FOR WAIVER FORM

Effective: February 1, 2015

Request for Waiver of Insurance Requirements (see following page)

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**Tampa Port Authority
Request for Waiver of Insurance Requirements**

It is requested that certain insurance requirements, as specified in the Port Tariff No. 14, Section L20.3 (Category of Port Business and Required Insurance Requirements) be waived or modified.

Licensee (Company): _____

License Type: _____

Contact (Name): _____

Address of Licensee: _____

Phone: _____ E-Mail: _____

Description of Business Operations:

Insurance Requirement Requested to be Waived:

Reason for Waiver Request:

Signature of Licensee:

Approved _____ Not Approved _____

Tariff Committee

Date

If the Request for Insurance Waiver is granted, the Licensee must notify the Tampa Port Authority, in writing, if the Licensee's description of business operations change; additional insurance requirements may be necessary.

SECTION M

Section M - Application forms

[Tampa Port Authority License Application](#)

[Request for Billing on Account](#)

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TAMPA PORT AUTHORITY
License Application

In accordance with Chapter 95-488, Laws of Florida, as amended, the provisions of [Section L](#), Port of Tampa Terminal Tariff No. 14, as amended ("Tariff"), application is hereby made for a license authorizing the Applicant to operate as *(please indicate the license you are applying for from the list below)*

<input type="checkbox"/> Bunkering	<input type="checkbox"/> Ship Chandler
<input type="checkbox"/> Ground Transportation	<input type="checkbox"/> Steamship Agent
<input type="checkbox"/> Line Handling	<input type="checkbox"/> Steamship Agent, Franchise
<input type="checkbox"/> Marine Terminal Operator	<input type="checkbox"/> Stevedore <input type="checkbox"/> Bulk <input type="checkbox"/> General Cargo <input type="checkbox"/> or Both
<input type="checkbox"/> Mobile Food, Merchandise and/or Service Vendor	<input type="checkbox"/> Tugboat/Towing (harbor)
<input type="checkbox"/> Oil Waste Removal and/or Sanitary Removal	<input type="checkbox"/> Water Taxi
<input type="checkbox"/> Security Firm	

Applicant: Please attach all current documentation (applicable licenses, certificates, letters of adequacy, etc.) from the federal, state and/or local regulating authorities authorizing you to operate the service you wish to provide.

1. Applicant: _____
Registered Name (Applicant must attach copies of documents filed with the State of Florida)

2. Form of business, i.e. sole proprietorship, partnership, corporation, other (please describe):

Date Established: _____ DUNS: _____ EIN: _____

3. Registered Address: _____

4. Billing Address, if different: _____

5. Telephone: (____) _____ Fax: (____) _____

6. Email: _____ Website: _____

7. Name, address and title of principal officers:

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8. Ground Transportation companies must provide year/make/model and VIN number for all vehicles serving the cruise terminals. If more than five (5) vehicles are to be registered the information must be emailed in spreadsheet form.

9. State in detail the types of business you intend to conduct on Tampa Port Authority property or on private property in the Port district. (If additional space is needed please attach necessary pages to application.)

10. In support of this application, and to establish proof of Applicant's readiness, willingness and ability to perform under the requested license, please provide documentary evidence of:

- (a) Financial capability including but not limited to annual report and financial statements (at a minimum, income statements, balance sheets and cash flow sheets) for the past three (3) years (if applicable) and any issued this year. If annual reports or financial statements are not available, please provide a certified copy of the applicant's or principal owner(s) Federal income tax returns for the past three (3) years.
- (b) The applicant's articles of incorporation, articles of organization, partnership registration statement or statement of qualification, as applicable, and a statement that the entity is authorized to do business in the State of Florida.
- (c) Experience in proposed field of operation and current location(s) of operation (include a resumé for each officer, director, member, partner, shareholder, principal or employee active in the management of the Applicant).
- (d) Ownership or availability of equipment essential to performance of proffered service. Attach list of equipment to be used in the performance of this service (if applicable).
- (e) Safety policies and procedures in place for the service you wish to provide. If your service has potential of environmental impact, attach procedures in place to correct.
- (f) A Certificate of Insurance form properly prepared by your insurance agency. The Certificate of Insurance must be issued in compliance with the licensee's insurance requirements as set forth in [Section L20](#) of this Tariff.

Liability coverage's are to cover the interests of the Tampa Port Authority as being insured for the operations of the licensee for all coverage's other than the Workers' Compensation and Employers' Liability insurance. A formal Certificate of Insurance is to be delivered to the Tampa Port Authority prior to the use of any license issued.

- (g) For Franchise Steamship Agency Licensee only: \$100,000 bond, letter of credit, or cash deposit.

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11. Current licenses

City _____	License # _____
County _____	License # _____
State _____	License # _____

12. References:

Bank: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Officer: _____ Account #: _____

Three Trade References including address, phone number and account number:

The above information is provided for the purpose of extending credit to our company as provided in your Port Charges Tariff. We understand that any port usage invoice not paid within 30 days from date of invoice shall incur late charges of 1 ½ % for each 30 day period the invoice remains unpaid. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

Applicant agrees, in the event this application is approved and license granted, to abide by all State, Local and Port Authority rules and regulations now in effect or hereafter established, including, without limitation, the tariff. By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct and further, understands that providing false or misleading information on this application may result in the application being denied, or in instances of renewal, revoked.

Applicant acknowledges that this application is subject to the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Tampa Port Authority during the application process or during any inquiries, investigations, or public hearings. The individual executing this application personally warrants that s/he has the full binding authority to execute this application on behalf of the Applicant.

SIGNED _____

Print name

Title or Position

DATE: _____

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Tampa Port Authority
REQUEST FOR BILLING ON ACCOUNT APPLICATION

Company Name _____

Location Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Billing Contact _____ Email _____

Telephone _____ Fax _____

Type of Business _____ Date Established _____

D-U-N-S # _____ EIN # _____

Type of Entity _____ Proprietorship

_____ Partnership

_____ Corporation

_____ Other

If incorporated: Year _____ State _____

Key Management Members and Owners Titles

Bank _____

Address _____ City _____ State _____ Zip _____

Phone _____ Officer _____

Account # _____

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Three Trade references, addresses and phone numbers

The above information is provided for the purpose of extending credit to our company as provided in your Port Charges Tariff. We understand that any port usage invoice not paid within 30 days from date of invoice shall incur late charges of 1 ½% for each 30 day period the invoice remains unpaid. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

Printed Name of Authorized Individual, Partnership or Corporation

Signature

Title

Date