# THE NORTHWEST SEAPORT ALLIANCE

## TERMINALS TARIFF NO. 300

(Cancels and replaces Terminals Tariff No. 200)

**ITEM 001.000**
**TITLE PAGE**

NOTICE
The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. This document is a reproduction of our electronically filed tariff located at The Northwest Seaport Alliance website at http://www.nwseaportalliance.com

**Naming: Rates, Charges, Rules and Regulations for Services Performed by the Participating Terminals, Docks, or Wharves under the Northwest Seaport Alliance, as licensee/agent for Ports of Tacoma and Seattle**

THE NORTHWEST
SEAPORT ALLIANCE

**Issued by:**
The Northwest Seaport Alliance,
as licensee/agent for Ports of Tacoma and Seattle
P.O. Box 2985
Tacoma, Washington 98401-2985

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FMC Org Number 026224
Effective July 1, 2019

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## ITEM 003.000
## PARTICIPATING TERMINALS AND DOCK OPERATORS

The below list may be revised from time to time.

This Tariff applies to all vessels and all goods arriving at or departing from the below terminals and all operations at the below terminals except in the following situations:

1. Any portion of the properties that are leased by, licensed by, or under a service agreement with The Northwest Seaport Alliance ("NWSA"), unless the Tariff is incorporated by reference into the lease, license, or service agreement.
2. Any portions of the properties that are not subject to the License Agreement between the NWSA and Port of Seattle.

A NWSA tenant, licensee, or service agreement user may refer to and incorporate by reference the terms of this or any other tariff in its agreements with third parties.

Unless otherwise provided in its Tariff or agreed to by the NWSA in writing, the provisions of this Tariff also apply to all other marine terminal facilities or marine dock facilities owned or operated by the Port of Tacoma, or located on land or submerged land owned or operated or managed by the Port of Tacoma.

**ITEM 003.000**
**PARTICIPATING TERMINALS AND DOCK OPERATORS (cont.).**

**Tacoma Terminals include the following:**

West Sitcum Terminal (SSA Terminal)
1675 Lincoln Ave., Bldg. 950
Tacoma, WA 98421-2902

East Blair One (EB1):
2940 E. Alexander Ave
Tacoma, WA 98421

Evergreen Shipping Agency (America) Corp.:
3600 Port of Tacoma Rd., Suite 303
Tacoma, WA 98421

International Transportation Service, Inc. dba Husky:
1101 Port of Tacoma Road, Terminal 4
Tacoma, WA 98421

Port of Tacoma:
One Sitcum Plaza
Tacoma, WA 98421-1837

Pierce County Terminal (PCT) (Everport Terminal Services):
4015 SR 509, North Frontage Road
Tacoma, WA 98421

East Sitcum Terminal (Ports America Group):
710 Port of Tacoma Road
Tacoma, WA 98421

Terminal 7:
2311 E. 11th St.
Tacoma, WA 98421

Totem Ocean Trailer Express (TOTE):
500 Alexander Avenue
Tacoma, WA 98421

Washington United Terminals (WUT):
1815 Port of Tacoma Road
Tacoma, WA 98421

Husky Terminal (Husky Terminal & Stevedoring):
1101 Port of Tacoma Road, Terminal 4
Tacoma, WA 98421

West Hylebos Yard:
3401 Taylor Way
Tacoma, WA 98421

**Seattle Terminals include the following:**

Terminal 5:
3443 W. Marginal Way SW
Seattle, WA 98106

Terminal 10:
3045 16th Ave SW
Seattle, WA 98134

Pier 16/17:
1270 SW Massachusetts St
Seattle, WA 98134

Terminal 18:
1050 SW Spokane St
Seattle, WA 98134

Terminal 25:
2431 E Marginal Way S
Seattle, WA 98124

Terminal 30:
3225 E Marginal Way S
Seattle, WA 98124

Terminal 46:
401 Alaskan Way
Seattle, WA 98104

Terminal 103:
4034 W Marginal Way SW
Seattle, WA 98106

Terminal 104:
3629 Duwamish Ave S
Seattle, WA 98134

Terminal 106:
7 S Nevada St
Seattle, WA 98134

Terminal 107:
4700 W Marginal Way SW
Seattle, WA 98106

Terminal 108:
4663 Diagonal Ave S
Seattle, WA 98134

Terminal 115:
6700 W Marginal Way SW
Seattle, WA 98106

**ITEM 004.000**
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## ITEM 007.000
## SYMBOLS AND ABBREVIATIONS

| | |
|---|---|
| & | And |
| % | Percent |
| $ | U.S. Dollars |
| (*1) | Per Vehicle |
| (*2) | Per 1,000 kgs. |

Bbl.....Barrel
B/L .....Bill of Lading
B.M. .....Board Measure
Bdl.....Bundle
Cbm .....Cubic Meter
CES .....Customs Exam Station
CFS.....Container Freight Station
C/L .....Carload
Cs .....Case
Cont'd.....Continued
Ctns .....Cartons
Cwt.....Hundredweight
CES .....Customs Exam Station
CFR .....Code of Federal Regulations
Cu. Ft. .....Cubic Foot
CY.....Container Yard
D/O .....Delivery Order
Dkg .....Dockage
DOT .....Department of Transportation
EB1 .....East Blair Terminal 1
Etc.....And So Forth
FEU.....Forty-Foot (40 ft.) Equivalent Unit
FMC .....Federal Maritime Commission
FBM .....Feet Board Measure
Ft.....Foot or Feet (12 inches)
Gal .....Gallon
Hdlg .....Handling
ISO.....Insurance Services Office
K.D. .....Knocked Down
Kgs.....Kilograms
K.T. .....Kilo Ton (1,000 kgs.)
Lgth.....Length
LCL .....Less than Container Load
LTL.....Less than Truck Load
Ldg.....Loading

Lbs ..... Pounds
LOA..... Length Overall
M ..... 1,000
MFBM..... Metric Foot Board Measure
M/H..... Man-Hours and Equipment
M.T. ..... Metric Ton (2,204.6 lbs.)
Min ..... Minimum
Misc..... Miscellaneous
N/A ..... Not Applicable
NOS ..... Not Otherwise Specified
No ..... Number
NWSA ..... The Northwest Seaport Alliance
Pkg..... Package
PMA ..... Pacific Maritime Association
Ro-Ro..... Roll-On Roll-Off
S&F ..... Service and Facility Charge
S.U. ..... Set Up
Sq..... Square
Stg..... Storage
Term'l ..... Terminal
TEU..... Twenty-Foot (20 ft.) Equivalent Unit
T/L..... Truckload or Truck Loading
Unldg..... Unloading
U.S. ..... United States
USDA ..... U. S. Department of Agricultural
Viz ..... Namely
W……Weight ton of 1000 kilograms
WA…….Washington
WH1 ..... West Hylebos Terminal 1
W/M……Weight ton of 1000 kilograms or Measurement Ton of 1 Cubic Meter
W/R……Warehouse Receipt
Wt..... Weight
Whfg..... Wharfage
Yd..... Yard

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## ITEM 008.000
## DEFINITIONS

| | |
|---|---|
| ***Bulk Cargo*** | Cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics. |
| ***Checking Cargo*** | See Item 200.000 |
| ***Container*** | See Item 609.000 |
| ***Container Freight Station*** | See Item 612.000 |
| ***Container Yard (CY)*** | See Item 618.000 |
| ***Contract of Affreightment*** | See Item 254.110 |
| ***Direct Handling Or Direct Transfer*** | "Handling" See Item 233.000 |
| ***Dockage*** | See Item 221.000 |
| ***Dockage Period*** | See Item 221.200 |
| ***Free time*** | See Item 230.000 |
| ***Handling*** | See Item 233.000 |
| ***Import Cargo*** | See Item 260.100 |
| ***LOA, or Length Overall*** | See Item 221.100 |
| ***Loading/Unloading Rail Cars*** | See Item 236.000 |
| ***The Northwest Seaport Alliance or Alliance*** | The Northwest Seaport Alliance as licensee and agent for the Ports of Tacoma and Seattle |
| ***On Site Storage*** | See Item 260.600(A) |
| ***Overflow Storage*** | See Item 260.600(B) |
| ***Person*** | Includes individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees and personal representatives. |
| ***Point of Rest*** | See Item 251.000 |
| ***Ports*** | Ports of Tacoma and Seattle |

| | |
|---|---|
| ***Premises*** | The land and buildings used for the transfer of goods primarily involving loading and unloading of freight-carrying trucks, and secondarily, involving the storing, parking, transporting, servicing infrastructure and the dispatching of freight including rail and trucks, and further including but not limited to Terminal Facilities. |
| ***Re-handling*** | See Item 645.000 |
| ***Schedule*** | This publication containing the actual rates, charges, classifications, regulations and practices of the Alliance. The term “practices” refers to those usages, customs or modes of operation which in any way affect, determine or change the rates, charges or services provided by the Alliance. |
| ***Service & Facility Charges*** | See Item 254.000 |
| ***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. |
| ***Storage or Terminal Storage*** | See Item 260.000 |
| ***Terminal*** | Port Docks, Piers, Dolphins, Buildings, Facilities, Properties, Terminal Area, Submerged Lands, and Terminal Facilities (As defined in 46 CFR 525.1(c) (18)). |
| ***Terminal Facilities*** | One or more structures comprising a terminal unit, which include, but are not limited to, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, security-related scanning equipment, to include straddle carrier portals, and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care, security and convenience of cargo in the interchange of same between land and water carriers or between two water carriers. |
| ***Terminal Operator*** | A person at the Ports engaged in the business of furnishing wharfage, dock, warehouse or other terminal facilities in connection with a common carrier, or in connection with a common carrier and a water carrier subject to Subchapter II of Chapter 135 of Title 49, United States Code. A marine terminal operator includes, but is not limited to, railroads who perform port terminal services not covered by their line haul rates; common carriers who perform port terminal services; and warehousemen who operate port terminal facilities. For the purposes of this Tariff, marine terminal operator includes conferences of marine terminal operators. |

| | |
|---|---|
| ***Terminal Participant*** | Those Participating Terminals and Dock Operators listed in Item 003.000 herein, including all other marine terminal facilities or marine dock facilities owned or operated by the Port of Tacoma, or located on land or submerged land owned or operated or managed by the Port of Tacoma, unless otherwise provided in this Tariff or agreed to by the Northwest Seaport Alliance in writing. |
| ***Terminal Services*** | Includes checking, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, usage, wharfage, and wharf demurrage, as defined in 46 CFR 525.1. |
| ***Terminal Storage*** | The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage. |
| ***Usage*** | The use of a terminal facility by any rail carrier, lighter operator, trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified. |
| ***User*** | A User of the Premises, facilities or waterways covered by this tariff shall include, without limitation (1) parties or entities such as any Vessel, Vessel Operator, Vessel Owner, Lessee, rail carrier, lighter operator, trucker, shipper or consignee, freight handler, stevedore, Person, and Marine Terminal Operator or other person owning or having custody of cargo moving over the facilities or waterways owned by the Ports of Seattle and Tacoma, or who use or trespass upon any of the waterways, properties, facilities, or equipment owned by the Ports of Seattle and Tacoma, or to whom or for whom any service, work, or labor is furnished, performed, done or made available by or on the waterways, properties or facilities owned by the Ports of Seattle and Tacoma, and (2) the agents, servants, representatives, and/or employees of said parties. |
| ***Vessel*** | Every description of water craft 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, disponent owner, and/or charterer thereof. |
| ***Wharfage*** | See Item 272.000 |
| ***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. |

## SECTION 1
## GENERAL RULES AND REGULATIONS

### ITEM 100.000 AD VALOREM CHARGE

Merchandise tendered with value in excess of five hundred dollars ($500.00) per piece, package or customary unit of cargo, when not shipped as a piece or package, will be subject to a charge of one-fourth (1/4$^{th}$) of one percent (1%) of the valuation in excess of five hundred dollars ($500.00) per piece, package or customary unit of cargo, when not shipped as a piece or package. The charge is in addition to all other charges, which may be applicable under any other provision of this Tariff. (Subject to Item 133.000.)

### ITEM 103.000 APPLICATION OF RATES

A. Unless otherwise provided, all specific commodity rates are in dollars per 1,000 kgs, according to ship's manifest, except as shown in Paragraph B. Cargo for which no specific commodity rates are shown in the Tariff, and which is billed on the ship's manifest on a per package basis, will take the NOS rates per 1,000 kgs, subject to limitations as provided in Paragraph B.

B. Charges on export logs will be assessed on the basis of Scribner Scale measurement. Shippers are required to furnish tickets, certificates, or copies of invoices, certified by the exporter to be true and correct, and acceptable to the Alliance.

C. Project rates and commodities requiring a customized service will be quoted upon request.

D. When freight charges are computed by the vessel using the U.S. system and are shown on the manifest on the basis of either weight, short tons or 2,000 pounds, or measurement tons of 40 cubic feet, the short tons shall be converted to metric tons of 2,204.6 pounds, and the measurement tons shall be converted to cubic meters of 35.3145 cubic feet. Then Alliance r conversion table is available on request.

### ITEM 106.000 APPLICATION OF TARIFF

A. NOTICE TO PUBLIC:

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, Terminal Operators, Terminal Participants, Users and carriers, that the Rates, Rules and Charges apply to all traffic without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

B. TARIFF EFFECTIVE:

The rates, charges, terms, and conditions named in this tariff shall apply on and after the effective date of this tariff. See Exceptions 1 and 2.

Exception 1: Vessel stevedoring, wharfage, empty container wharfage, and other services and functions that are assessed against vessel manifests will be applied in accordance with rates, terms, and conditions in effect on the date the vessel arrives and is made fast to its berth until completion of the loading and discharge of that vessel.

Exception 2: When terminal charges have been prepaid at point of origin, at the tariff rates in effect on date of shipping, such rates shall prevail even though the shipment is received after effective date of the new tariff.

C. USE OF TERMINALS, DEEMED ACCEPTANCE:

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

D. RESERVATION OF AGREEMENT RIGHTS:

The parties to this Tariff (See Item 003.000) reserve the right to enter into agreements with common carriers, shippers, and/or their agents, concerning rates and services provided such agreements are consistent with existing local, State and national laws governing the civil and business relations of all parties concerned.

E. SPECIFIC COMMODITY RATES TAKE PRECEDENCE:

Specific commodity rates will take precedence over any general NOS rates.

## ITEM 109.000 COLLECTION AND GUARANTEE OF CHARGES

## ITEM 109.100 COLLECTION AND GUARANTEE OF CHARGES (A) TERMS AND CONDITIONS OF PAYMENT:

Use of Alliance Terminals Facilities or service, is conditioned upon satisfaction assurance of the Alliance that applicable charges will be paid due. All charges are due and payable as they accrue or on completion of service or use. The Alliance may require payment of charges in advance, as follows:

1. By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations.

2. By the cargo owner, shipper or consignee before cargo leaves the custody and control of the terminal for inbound shipments, and before outbound cargo is released from the custody and control of the terminal.

3. For all charges on perishable cargo or cargo of doubtful value and household goods.

Payment terms are cash unless the Alliance customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Alliance and has thereby been relieved of cash payment requirements by the Alliance, as set forth in the Supplement to Application for Berth Reservation as published by the Alliance (See Item 151.600 ).

**ITEM 109.200** **COLLECTION AND GUARANTEE OF CHARGES**
**(B) CHARGES COLLECTED, FROM WHOM:**

Wharfage, loading and unloading, when not absorbed by ocean or rail carriers, are due from the owner, shipper, or consignee of the freight. On transit freight in connection with ocean carriers, however, these charges (unless absorbed by rail carriers), and any Storage or miscellaneous charges accrued against said freight, and of which the Vessel, its owners or operators, have been apprised, will be collected from and payment of same must be guaranteed by the Vessel, its owners or operators. The use of a wharf by a Vessel, its owners or operators, will be deemed an acceptance and acknowledgment of this guarantee. Owners or operators of Vessels, if and when permitted to make their own deliveries of freight from wharf, will be held responsible for payment of any storage accrued against freight delivered by them.

**ITEM 109.300** **COLLECTION AND GUARANTEE OF CHARGES**
**(C) CHARTER PARTY AGREEMENTS, SALES CONTRACTS, ETC:**

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

**ITEM 109.400** **COLLECTION AND GUARANTEE OF CHARGES**
**(D) INFORMATION TO BE SUPPLIED TO THE ALLIANCE:**

1. Manifest - Masters, owners, agents or operators of Vessels are required to furnish the Alliance with complete copies of Vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Alliance's marine terminal facilities. Such manifests must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifest, certified cargo lists, copies of Ocean Bills of Loading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Alliance for export within five (5) days of Vessel's departure and for import within five (5) days of vessel's arrival from the Alliance's Terminal Facilities.

2. Vessel Stowage Plan – Must be received five (5) days prior to arrival.

3. Dangerous Cargo List – Must be received five (5) days prior to arrival.

4. Refrigerated Container List – Must be received prior to arrival.

## ITEM 112.000 COLLECTION OF DELINQUENT ACCOUNTS

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

## ITEM 115.000 DEMURRAGE OR DELAYS

A. DEMURRAGE – RAILCARS OR VESSELS:
In furnishing the service of ordering, billing out, loading or unloading railcars, and of handling to and from vessels, no responsibility for any demurrage whatsoever, on either railcars or vessels, will be assumed by the Terminal Operators.

B. DELAYS – WAIVER OF CHARGES:
Delays in loading, unloading, receiving, delivering or handling cargo arising from riots, strikes or slowdowns of any Person in the employ of their Terminal Operators or in the employ of others, or arising from equipment failures or breakdowns or, whether due to operator fault or otherwise, or any other cause not exclusively within the control of the Terminal Operators, will not entitle owners, shippers, consignees, carriers or other cargo or Vessel interests, to waiver of any terminal charge or to recovery of any other loss or expense incurred by reason of such delay. (Subject to Items 133.000-133.700.)

## ITEM 118.000 INSURANCE

Rates named in this Tariff do not include insurance of any kind, except as provided in individual items or sections of this tariff.

A. User shall procure and maintain insurance in the following minimum form and limits. All deductibles or self-insurance retentions are the responsibility of the User. User may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Ports & NWSA may carry will apply strictly on an excess basis over any applicable insurance the User may carry. Coverage shall be written on an Occurrence basis and in place for the duration of User's presence and use of equipment owned by the Ports and controlled by the Alliance to which this Tariff applies.

1. Marine or Commercial General Liability insurance that includes coverage for third party property damage and bodily injury, and shall be written on a form that includes wharfinger's and User's legal liability in limits of not less than $5,000,000 per occurrence.

The policy shall include coverage for the liability that may arise out of User operations as they relate to working on Port of Seattle or Port of Tacoma owned property or using equipment owned and or controlled by the Ports and or Alliance to include the loading and unloading of vessels as well as support services. The Port of Seattle, the Port of Tacoma and The Northwest Seaport Alliance shall be individually named as an additional insureds on this policy. Users shall submit certificate(s) of insurance as evidence of the required coverage upon request.

2. Automobile Liability Insurance - To the extent that work on property owned and or controlled by the Ports and or Alliance include automobiles, automobile liability insurance shall be provided in an amount no less than $ 1,000,0000 per occurrence on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent).

3. User is fully responsible for ascertaining whether any federal industrial insurance laws apply to this agreement such as from the Federal Employers' Liability Act, the Jones Act, or the United States Longshore and Harbor Workers Compensation Act. User shall comply with all required workers compensation requirements whether through purchase of commercial insurance or as a qualified self-insurer relative to federal industrial insurance laws.

B. Waiver of Subrogation. Without affecting any other rights or remedies, User (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port of Seattle, the Port of Tacoma and The Northwest Seaport Alliance, and each of its managing members, commissioners, directors, officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to User arising out of or incident to the perils required to be insured against by this Tariff. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.

## ITEM 121.000 LABOR RATES

### (A) SUBJECT TO CHANGE:

The rates named in this Tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demands of labor for increased wages, strikes, congestions or other causes not reasonably within the control of the terminal companies, resulting in an increased cost of service, the rates are subject to change and will become effective on or after filing in the Tariff website, or the charge for services may be assessed on the basis of Items 227.030–227.150 and 400.000.

**ITEM 121.100** **LABOR RATES**
**(B) OVERTIME, SECOND AND THIRD SHIFT:**

All rates named in this Tariff for services involving labor are based upon first shift wages. In addition to these rates, when any services are performed on second or third shift, weekends, Holidays, or when payment of overtime wages to labor is necessary, the difference between first shift weekdays and the actual wages paid to labor, plus assessments, insurance and taxes, will be assessed against party or parties authorizing the service.

**ITEM 121.200** **LABOR RATES**
**(C) STANDBY TIME:**

Standby time "no work provided" occurs when the Alliance is required to order labor for a specific service and for a stated time and, through no fault or inability of the Ports or Alliance the service cannot be started, or when services in progress is delayed for a period of fifteen (15) consecutive minutes, or more. The full cost of labor, to include actual wage, plus assessments, insurance and taxes for the time lost shall be assessed. Standby time will be assessed for Direct Discharge/Transfer.

**ITEM 121.300** **LABOR RATES**
**(D) PENALTY CARGO:**

When Alliance handles Breakbulk cargo deemed penalty cargo by ILWU Coastwide Contract, the Alliance will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

**ITEM 121.400** **LABOR RATES**
**(E) EXTRAORDINARY CLERICAL AND SUPERVISORY LABOR:**

The Alliance will furnish, at the request of Pacific Northwest Outport or other military authority, certain clerical and supervisory personnel. These personnel will be employed for special assignments in the movement of units and troop personnel, and the supervision of cargo movements through the Port of Tacoma in and above the regular receiving and documentation as called for in this Tariff. Charges will be based on agreed wages, plus fringe benefits, plus fifteen percent (15%) to cover overhead in billing.

**ITEM 124.000** **LIABILITY FOR INJURY**

If and when any persons or entities other than the Terminal Operator are permitted to perform services on the wharves or Premises of the Terminals, they will be liable for the injury of persons directly or indirectly in their employ, and will also be held responsible for loss, damage or theft by themselves or Persons directly or indirectly in their employ. (Subject to Items 133.000–133.700.)

**ITEM 127.000** **LIABILITY FOR LOSS OR DAMAGE - LIMITED**
**(A) RESPONSIBILITY LIMITED:**

Terminal Participants herein will not be responsible for any loss, damage or delay of merchandise, to the extent arising from any cause beyond their direct authority and control. Further, the Terminal Participants shall not be liable for any loss, damage or delay of merchandise, or any other injury which results from animals, insects, rodents or vermin; nor from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product, nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting, nor from civil disorder, insurrection, riot, strike or labor stoppage (including lockouts or labor slowdowns), whether or not agents or the employees of the terminals be involved; nor from delay caused by shortage of qualified labor. (Subject to Items 133.000–133.700.)

**ITEM 127.100** **LIABILITY FOR LOSS OR DAMAGE - LIMITED**
**(B) RESPONSIBILITY DURING FREE TIME PERIOD:**

Except for cargo remaining in storage after the expiration of the Free Time period and upon which storage charges have been assessed, in no case shall the Ports and or Alliance be liable in a sum in excess of $1000 per package, non-packaged object, or freight unit for loss or damage to any cargo inside or not inside of any container, trailer, van, or other form of cargo unitization (all such forms hereafter referred to as “Container”), unless any party with a relationship to the cargo (including, without limitation, a steamship company, the shipper, consignee, or another transportation entity which will carry the cargo before or after ocean transportation or its or their agents) have, prior to the commencement of the services or facilities provided by the Ports and or Alliance, declared a higher value for the cargo inside or not inside any Container, and paid, in addition to the other charges for such services as set forth in this or other applicable tariffs, a premium computed at three percent (3%) of the declared value of such cargo inside or not inside any Container, and in such event the Alliance shall be liable for the full declared value of such cargo for loss or damage caused by its failure to exercise due and proper care in performing the services or affording the facilities provided for herein. Nothing contained herein shall be deemed a waiver of any immunities to which the Alliance and or the Ports may be entitled under applicable laws, nor shall anything contained herein be deemed to subject the Alliance and or the Ports to liabilities for the actions of Persons other than the agents and employees of the Alliance and or the Ports.

**ITEM 127.200** **LIABILITY FOR LOSS OR DAMAGE - LIMITED**
**(C) RESPONSIBILITY AS WAREHOUSEMAN:**

Except as may be further limited by specific provisions herein, liability for loss, damage or delay to merchandise in the care, custody or control of the terminal at any time other than the Free Time periods specified in this Tariff, shall be limited to the extent of coverage provided under the then current ISO Warehouse Operators Legal Liability Policy. (Subject to Item 133.000.)

**ITEM 127.300** **LIABILITY FOR LOSS OR DAMAGE - LIMITED**
**(D) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE:**

Merchandise subject to ocean carriage under rates fixed on Ad Valorem basis or merchandise with the value of any piece, package (or customary freight unit of cargo, when not shipped as a piece or package) in excess of five hundred dollars ($500.00) shall be accepted by the Terminal Operators as having a mutually agreed value, for the purpose of fixing maximum claims liability of the Terminal Operators, not in excess of five hundred dollars ($500.00) per piece, package (or customer freight unit of cargo, when not shipped as a piece or package), unless:

1. Shipper, his agent, inland or ocean carrier delivering such shipments to the Alliance indicates the actual value of merchandise on the shipping documents tendered to the Alliance on delivery of goods to the Alliance, and

2. Written notice indicating the value of the cargo and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturdays, Sundays and Holidays excluded) immediately preceding the date the shipment is delivered to the Terminals. (Subject to Items 133.000–133.700.)

**ITEM 127.400** **LIABILITY FOR LOSS OR DAMAGE - LIMITED**
**(E) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSE:**

Except as maximum liability limits may be established under provisions of Paragraph D, Item 127.300, calculation or adjustment of claims against the Terminal Participants shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a prorating by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Items 133.000–133.700.)

**ITEM 130.000** **LIMITS OF LIABILITY**

No provision contained in this Tariff shall limit or relieve the Alliance or the Ports from liability for their own negligence nor require any person, vessel or lessee to indemnify or hold harmless the Alliance and or the Ports from liability for their own negligence.

**ITEM 133.000** **RIGHTS OF TERMINALS OR OPERATORS**
**(A) RIGHTS RESERVED:**

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

**ITEM 133.100** **RIGHTS OF TERMINALS OR OPERATORS**
**(B) RIGHT TO REFUSE FREIGHT:**

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

1. Freight for which previous arrangements for space, receiving, unloading or handling has not been made by shipper, consignee or carrier.

2. Freight deemed extra offensive, perishable, or hazardous.

3. Freight, the value of which may be determined as less than the probable terminal charges.

4. Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of Terminal Operator, and all expense, loss or damage incident thereto will be for account of shipper, consignee, owner or carrier. (Subject to Items 133.000–133.700.)

5. Freight classified as 1.1 or 1.2.

**ITEM 133.200** **RIGHTS OF TERMINALS OR OPERATORS**
**(C) RIGHT TO REMOVE, TRANSFER OR WAREHOUSE FREIGHT:**

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

Freight remaining on wharf premises after expiration of Free Time (See Items 230.000–230.200), freight shut out at clearance of ”vessel, and freight rerouted or requested to be transferred between Alliance Terminals, may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses, with all expense and risk of loss or damage for account of the owner, shipper, consignee, or carrier, as responsibility may appear. This includes the cost of use of special equipment. (Subject to Items 133.000–133.700.)

**ITEM 133.300** **RIGHTS OF TERMINALS OR OPERATORS**
**(D) INTER-PIER TRANSFER OF BREAKBULK:**

When it is necessary to transfer non-containerized articles subject to this item from one terminal to another in order to provide the necessary storage space or to load to vessel per customer request, the cost of cartage or drayage will be for the account of the cargo, and will be charged cost plus fifteen percent (15%), plus State Sales Tax. (Subject to Item 133.200.)

**ITEM 133.400** **RIGHTS OF TERMINALS OR OPERATORS**
**(E) RIGHT TO WITHHOLD DELIVERY OF FREIGHT:**

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

**ITEM 133.500** **RIGHTS OF TERMINALS OR OPERATORS**
**(F) RIGHT TO SELL FOR UNPAID CHARGES:**

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

**ITEM 133.600** **RIGHTS OF TERMINALS OR OPERATORS**
**(G) EXPLOSIVES AND HAZARDOUS CARGO:**

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

**ITEM 133.700** **RIGHTS OF TERMINALS OR OPERATORS**
**(H) OWNER'S RISK:**

1. Glass, liquids, and fragile articles will be accepted only at owner's risk for breakage, leakage, or chafing.

2. Freight on open ground is at owner's risk for loss or damage.

3. All Vessels, if and when permitted by Terminal Operators to be moored in slips, at moorage dolphins, at wharves, or alongside vessels, are at owner's risk for loss or damage.

4. The Alliance and the Ports will not be liable for damage or delay to any merchandise arising from fumigation or inherent vice of the product. Fumigation may be required by State or Federal law or regulations, or where in the judgment of the Port good practice so dictates. Early ripening of fruit will not be a reason for imposing liability on the Alliance and the Ports, unless the Alliance and the Ports specifically accepts responsibility for a particular shipment. Such acceptance of responsibility must be in writing and signed by the Alliance CEO.

**ITEM 133.800** **RIGHTS OF TERMINALS OR OPERATORS**
**(I) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES:**

The Vessel assumes liability for damage, and will be invoiced for damage repairs, sustained to any Alliance and or Ports' Premises, Terminal Facility or structure arising during their occupancy of an Alliance berth. Damages identified during or after a vessel's departure will be deemed to have occurred during the Vessel's berthage, unless the Alliance is notified in writing by the Vessel's agent of any pre-existing damage, prior to tie up.

**ITEM 136.000** **RULES GOVERNING STEVEDORE AND OTHER SERVICES, ACCESS TO, AND OPERATIONS ON, PROPERTY OWNED BY THE PORTS & OPERATED BY THE ALLIANCE**
**(A) CARE IN THE PERFORMANCE OF OPERATIONS:**

The Stevedore, and Other Services, shall exercise care in the performance of its operations in order to prevent injury to or death of any Person, and damage to or destruction to or loss of property, whether of the Alliance, Ports, of the Stevedore, or Other Services, or of the vessel being stevedored, or of any other party.

**ITEM 136.100** **RULES GOVERNING STEVEDORE AND OTHER SERVICES, ACCESS TO, AND OPERATIONS ON, PROPERTY OWNED BY THE PORTS & OPERATED BY THE ALLIANCE**
**(B) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS:**

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

**ITEM 136.200** **RULES GOVERNING STEVEDORE AND OTHER SERVICES, ACCESS TO, AND OPERATIONS ON, PROPERTY OWNED BY THE PORTS & OPERATED BY THE ALLIANCE**
**(C) STEVEDORE, AND OTHER SERVICES, AND ALLIANCE/PORT INDEPENDENT CONTRACTORS:**

In any service relationship, the Alliance and the Ports and the Stevedore, and Other Services, shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purposes.

**ITEM 136.300** **RULES GOVERNING STEVEDORE AND OTHER SERVICES, ACCESS TO, AND OPERATIONS ON, PROPERTY OWNED BY THE PORTS & OPERATED BY THE ALLIANCE**
**(D) STEVEDORE, AND OTHER SERVICES, SHALL ENSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK:**

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

1. Make use of the appropriate facilities and equipment furnished by the Ports and Alliance.

2. Have at least one (1) qualified supervisor present at all times while a Vessel is loading or unloading.

3. Have at least one (1) responsible officer or representative, with full power to make all operating decisions concerning the Stevedoring, and Other Services, of Vessels at the Alliance, available for contact by the Alliance at all times, and keep the Alliance informed at all times of how and where such officer or representative may be contacted by the Alliance.

4. Cooperate fully with the Ports and Alliance in all respects by: (a) advising as far in advance as possible the type of Vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (b) determining the equipment needed for the operations; and (c) coordinating sequence and timing of operations for the convenience and efficiency of the Ports and Alliance.

5. Promptly restore Terminal working areas to a clean, safe and orderly condition on completion of Stevedoring, and Other Services, operations.

**ITEM 136.400** **RULES GOVERNING STEVEDORE AND OTHER SERVICES, ACCESS TO, AND OPERATIONS ON, PROPERTY OWNED BY THE PORT AND OPERATED BY THE ALLIANCE**
**(E) ALLIANCE SHALL SUPPLY EQUIPMENT, FACILITIES AND SERVICE:**

1. The Alliance shall furnish, subject to conditions and charges stipulated elsewhere in this Tariff, the following:

   a. Access, for Stevedore, and Other Services, employees, to property owned by the Ports and operated by the Alliance at places and in the manner as may be approved by the Alliance.

   b. Emergency office and telephone usage.

   c. Equipment owned by the Ports and operated by the Alliance to the extent it is available, required and dedicated to Stevedore, and Other Services, uses.

2. All equipment owned by the Ports and operated by the Alliance utilized by the Stevedore, and Other Services, in performing its work is expressly understood to be under the direction and control of the Stevedore, and Other Services, and the Stevedore, and Other Services, is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the Stevedore, and Other Services, to make a thorough inspection and become satisfied

as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Ports or Alliance with respect to such matters. (Subject to Items 133.000–133.700.)

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

4. Upon determination of the period of use, all such equipment shall be returned to the Alliance in the same condition as when received, normal wear and tear accepted.

5. It shall be incumbent on the Stevedore, and Other Services, to make an inspection of all accesses permitted to and from a work area, and the work areas themselves, to be satisfied that these are safe places for the access and the work to be performed. There is no representation or warranty by the Ports or the Alliance with respect to such matter.

**ITEM 136.500** **RULES GOVERNING STEVEDORE AND OTHER SERVICES, ACCESS TO, AND OPERATIONS ON, PROPERTY OWNED BY THE PORTS AND OPERATED BY THE ALLIANCE**
**(F) STEVEDORE, AND OTHER SERVICES, WARRANTY:**

1. As a condition to the right to conduct business or operate on Ports and Alliance property, the Stevedore, and Other Services, shall warrant that all its operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Ports or Alliance property shall be deemed to be an offer of such warranty by the Stevedore, and Other Services, and its acceptance by the Ports and Alliance. (Subject to Items 133.000–133.700.)

2. If any breach of these warranties causes or subjects the Ports and or Alliance to any losses, claims, damages or liabilities, the Stevedore, and Other Services, shall defend, indemnify and hold harmless, and reimburse the Ports and Alliance in respect thereto. (Subject to Items 133.000–133.700.)

**ITEM 136.600** **RULES GOVERNING STEVEDORE AND OTHER SERVICES, ACCESS TO, AND OPERATIONS ON, PROPERTY OWNED BY THE PORTS AND OPERATED BY THE ALLIANCE**
**(G) INDEMNITY:**

Every Person using Alliance Terminal Facilities and/or other Ports-owned or Alliance -controlled Premises (including roadways) shall indemnify and hold harmless the Ports and the Alliance, their employees and agents from and against any claims, damages, losses and expenses (including

attorney's fees) for injury to or death of any person, employee, agent, or invitee, or for damage to or destruction of any property. Each Person using Terminal Facilities owned by the Ports and operated by the Alliance and/or other Port-owned or Alliance –controlled Premises (including roadways) shall also indemnify and hold harmless the Ports and Alliance,, their employees, agents, and invitees from and against all claims, damages, losses, and expenses (including attorney's fees) for injury to or death of any persons (including employees of the Ports and Alliance), and for damage to or destruction of any property in whole or in part, by any negligent act or omission or breach of these rules by the Stevedore, and Other Services, its employees, agents, or anyone else for whose acts the Stevedore, and Other Services, is or may be liable. Each Person using Terminal Facilities and/or Premises Facilities owned by the Ports and operated by the Alliance (including roadways) specifically assumes liability for actions brought by its own employees against the Ports and Alliance and for that purpose specifically waives, as respects the Ports and Alliance only, any immunity under the Worker's Compensation Act, RCW Title 51, and any comparable or equivalent federal statute(s) Each Person recognizes that this waiver was the subject of mutual negotiation. In the event the Ports and or Alliance incurs attorney's fees, costs or other legal expenses to enforce the provisions of this Item against any other Person, all such fees, costs and expenses shall be recoverable by the Ports and Alliance, which shall extend to and include any attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Ports and Alliance. Nothing herein contained shall be deemed to exculpate the Ports and the Alliance from liability for loss or damage solely and proximately caused by the negligence of the Ports and the Alliance.

## ITEM 139.000 SECURITY SERVICE – PORT OF TACOMA TERMINALS ONLY

A. When, due to Rules and Regulations of Federal, State or local authorities, the Terminal Operator is requested or required to provide special security service in connection with cargo moving through its Facilities, the Terminal Operator shall assess the cost of such security service to the carrier handling such cargo.

B. When special security service is requested by the carrier, shipper, or consignee, in connection with cargo being handled at the Terminal, the Terminal Operator shall assess the cost of such security service to the Person requesting the service.

C. In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the U.S. Coast Guard regulation 33 CFR105, the Port of Tacoma and or Alliance may assess against and collect from ocean going vessels or barges, subject to SOLAS and U.S. Coast Guard regulation 33 CFR104, their owners, or operators for the use of the Terminal working areas a Port Security Fee. Such fee shall be in addition to all other fees and charges due under the tariff.

**Security Fee**: All rates are per Vessel or barge and will be assessed in the following manner: actual time from Vessel or barge tie up (last line secure) to Vessel or barge let go (last line released) rounded to the next hour: plus 2 hours to prepare and secure the Pier. At the Alliance's discretion, charges may be assessed to cargo and/or Vessels or barges for additional security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security or request of customer or requirement of U. S. Coast Guard.

**Security Fee**: All rates are per Vessel or barge, the fee is **$74.23 per officer per hour.** At the Alliance's discretion, charges may be assessed to cargo and/or Vessels or barges for additional security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security.

**ITEM 139.100**

D. **Lay Berth Barges Only**: The Alliance will assess against and collect from all lay berth barges, their owners, or operators for the use of the Alliance South Harbor (Port of Tacoma)/Facilities, an Alliance Security Fee of $531.26 per 24hr period or portion thereof. Such fee, in the amount set forth in this Tariff, shall be in addition to all other fees and charges due under this Tariff.

**ITEM 139.101**

E. **Access Fee**: If short term access to any Port of Tacoma Terminal is needed during non-working hours (Non-Working Hours- "when terminal is closed, and not staffed by an officer) then following conditions apply:

Fee - applicable hourly rate:

**Regular $96.96**, **Overtime $137.46**, **Double Time $177.90**
(Minimum Time: 4 hours per request)

Notification: Must be received 24 hours prior to access by Port of Tacoma Security Department and Waterway Coordinator.

Cancellations: Must be received 8 hours in advanced of the requested access time or a minimum 4 hour charge will be assessed.

**ITEM 139.200** **SECURITY SERVICE – PORT OF SEATTLE TERMINALS ONLY**

**(A) SECURITY FEE:**

Port of Seattle Security Facility Fee - Per Day Per Vessel..... $348.00 (see Notes 1 and 2)

**Note 1:** Does not apply to Vessels exempt from MTSA or MTSA vessels assessed a security fee by the Terminal Operator.

**Note 2:** Daily Security Fee – Per Day Per Vessel for Vessels subject to MTSA:

| USE OF BERTH | FACILITY FEE | STAFFING FEE | TOTAL |
|---|---|---|---|
| **WORKING BERTH**<br><br>Working berth includes up to one full-time guard, in 8-hour shifts. Additional guards, in 8-hour shifts, per Item 139.200 (B) Security Fees. | $348.00/Day | $510.00/Day | $858.00/Day |
| **IDLE BERTH**<br><br>Idle berth defined as not allowing entry/exit from restricted area, in 8-hour shifts. Must provide 24-hour advance notice of transition from Working Berth to Idle Berth. Idle Berth includes roving guard throughout terminal, no dedicated guard at berth. | $348.00/Day | $81.75/Day | $429.75/Day |

**ITEM 139.201** **SECURITY SERVICE – PORT OF SEATTLE TERMINALS ONLY**
**(B) RATES ON SERVICES CONTRACTED THROUGH THE PORT OF SEATTLE:**

Customers can contract additional security staff through the Port of Seattle for use at Port of Seattle Terminals for events, traffic management, and other services.

Non-supervisory Security Fee…… $28.00 per hour (Straight)
(see Notes 1 and 2)

Non-supervisory Security Fee…… $34.25 per hour (Overtime)
(see Notes 1 and 2)

Supervisory Security Fee……$48.00 per hour (Straight and Overtime)
(see Notes 1 and 2)

Note (1): Minimum four (4) hours of service per call out per shift.
Note (2): Minimum twenty-four (24) hours advance notice.

**ITEM 142.000** **SHIPPER'S REQUEST AND COMPLAINTS**

Any interested Person may initiate requests or complaints on matters relating to Rates, Charges, Rules and Regulations contained in this Tariff, by filing a statement, fully documenting the request of complaint with Executive Officer, Northwest Marine Terminal Association, PO Box 1283 Issaquah, WA 98027.

## ITEM 144.000 MILITARY USE OF TERMINAL AREAS NOT UNDER LEASE

When the Ports and or Alliance are notified by the SDDC 833rd Transportation Battalion Commander, that a military exercise will require Terminal space not under lease, the Ports and Alliance will vacate said space. All costs associated with movement and storage of cargo, for this exercise, is borne by the U.S. Government. This includes rental of other areas for cargo. Any use of Ports /Alliance equipment will be charged at published rates by the Alliance.

## ITEM 145.000 GOVERNMENT CARGOES

For U.S. or other Government cargo, the rates in this Tariff apply. U.S. or other Government cargo is defined as cargo where title has passed to the U.S. or other Government, and the U.S. or other Government bears direct responsibility for the payment of Marine Terminal Rates and Charges.

## ITEM 148.000 GOVERNMENT SPONSORED CARGO

U.S. or other Government Sponsored Cargo is defined as cargo moving under U.S. or other Government Contracts, where the shipper bears direct responsibility for the payment of Marine Terminal Rates and Charges until title passes to the U.S. or other Government. Cargo moving under this definition is considered commercial cargo and subject to these published Tariff Rates and Charges.

## ITEM 150.000 WATERWAY GUIDELINES

A. Any vessel and/or barge activity on the Blair Waterway will require 24-hr minimum notification to the waterway coordinator by email: waterwayactivity@portoftacoma.com and phone: (253) 405-0368.

B. When schedule conflicts in vessel arrivals or departures are foreseen:

1. Priority service will be given to container vessels (domestic and international) arriving or departing within two (2) hours of the vessel's pro forma.

2. Secondary priority will be given to auto/ro-ro and general cargo vessels arriving or departing within two (2) hours of the vessel's planned ETA/ETD as reported 96 hours prior to its anticipated arrival.

3. For purpose of these guidelines, pro forma shall mean the published vessel service schedule

4. Schedule conflicts where all involved vessels are off pro forma (or off the ETA/ETD as referenced above) will be managed on an ad hoc basis.

C. An arriving auto, ro-ro, or general cargo vessel whose planned presence on a berth has the potential of delaying a container ship's departure may be offered an alternative berth or directed to anchorage pending the container ship's departure.

D. Unless idle following completion of stevedoring operations or as required by exigent circumstances, no vessel will be required to exit a berth solely to facilitate the transit of another ship.

E. The provisions of the NWSA tariff shall continue to apply, including, but not limited to Item 151.300.

**ITEM 151.000** **VESSEL BERTHING RULES**
**(A) BERTH ASSIGNMENTS:**

Berth assignments will be issued at the sole discretion of the Alliance to the owners, agents, or operators of Vessels for the use of a specific berth by a specific Vessel.

**ITEM 151.100** **VESSEL BERTHING RULES**
**(B) APPLICATION FOR VESSEL BERTH RESERVATION:**

Application for Vessel Berth Reservation shall be prepared and submitted to the Alliance no less than ten (10) days prior to estimated Vessel arrival. No Vessel will be permitted to berth at a wharf or Terminal without a prior berth assignment being granted by the Alliance. Forms may be obtained from the Alliance and/or see Items 151.500, 151.600 and 151.700.

**ITEM 151.200** **VESSEL BERTHING RULES**
**(C) CONFIRMATION OF ESTIMATED TIME OF ARRIVAL:**

Vessel estimated time of arrival at Port Angeles Pilot Station will be confirmed forty-eight (48) hours prior and reconfirmed twenty-four (24) hours prior to arrival.

**ITEM 151.300** **VESSEL BERTHING RULES**
**(D) VESSELS REQUIRED TO WORK CONTINUOUSLY:**

When a Vessel is on berth and another Vessel is waiting for that berth, the berthed Vessel is required to work continuously at its own expense until loading and discharge are complete; after which it will promptly vacate its berth. Any Vessel refusing to work continuously when requested by the Alliance shall vacate the berth at its own expense.

**ITEM 151.400** **VESSEL BERTHING RULES**
**(E) VESSELS REQUIRED TO VACATE BERTHS:**

The Alliance reserves the right to order a Vessel to shift its position at a wharf, to change berth, or to vacate a berth when not actually engaged in loading or discharging cargo or when a Vessel holding an agreement granting preferential use of that berth at that time, presents itself at the

berth. Any Vessel, upon notice to move, may be shifted by tug and any expenses shall be charged to the Vessel so moved.

See Items 151.500, 151.600 and 151.700 for Vessel Berth Reservation Form.

**ITEM 151.410** **VESSEL BERTHING RULES**
**(F) OPERATION OF RADARS AT BERTH:**

All Vessels at berth shall have their radars turned off. Any Vessel sitting at berth with operating radar, that causes a crane operator work stoppage, could be liable for standby labor costs incurred by that Terminal Operator.

## ITEM 151.500 APPLICATION FOR VESSEL BERTH RESERVATION

**THE NORTHWEST SEAPORT ALLIANCE**
**P.O. Box 1837, Tacoma, Washington 98401**
**APPLICATION FOR VESSEL BERTH RESERVATION**
(See Notes and Conditions)

**Reservation of a Berth is Requested at The Northwest Seaport Alliance**

| | | | | |
|---|---|---|---|---|
| | | | | Date |
| Vessel | Voyage No. | Length Over All | ETA | ETD |
| Vessel Owner/Line | Berth Desired | | | |
| Vessel Charterer | | | | |
| To Load (Commodity Type and Amount/No. of Containers) | To Discharge (Commodity Type and Amount/No. of Containers) | | | |
| Terms of Affreightment | Terms of Affreightment | | | |
| Agency Firm | Authorized Individual | | | |

**NOTES AND CONDITIONS**

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

| **FOR ALLIANCE USE ONLY** | |
|---|---|
| Application Received By: | Time/Date: |
| Application Approved By: | Time/Date: |
| Berth Assigned: | Vessel ETA: |
| Special Crane or Cargo Handling Equipment Required: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## ITEM 151.600 SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION

THE NORTHWEST SEAPORT ALLIANCE

**THE NORTHWEST SEAPORT ALLIANCE**
**P.O. Box 1837, Tacoma, Washington 98401**
**SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION**

| Vessel | Voyage No. | Length Over All | ETA | ETD |
|---|---|---|---|---|
| Vessel Owner/Line | Berth Desired | | | |
| Vessel Charterer | | | | |
| To Load (Commodity Type and Amount/No. of Containers) | To Discharge (Commodity Type and Amount/No. of Containers) | | | |
| Terms of Affreightment | Terms of Affreightment | | | |
| Agency Firm | Authorized Individual | | | |

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

| Category of Alliance Charges | Person Responsible for Payment | Estimated Dollar Amount | Send Invoice To: |
|---|---|---|---|
| 1. Dockage | | | |
| 2. Wharfage | | | |
| 3. Service and Facility Charge | | | |
| 4. Handling | | | |
| 5. Overtime Differential | | | |
| 6. Standby and/or No Work Provided | | | |
| 7. Equipment Rental | | | |
| 8. Materials | | | |
| 9. Rail Car Loading/Unloading | | | |
| 10. Gates/Yard/Warehouse Charges | | | |
| 11. Truck loading/unloading Charges | | | |
| 12. Misc. Labor | | | |
| 13. Misc. (Water, Telephone, Electricity, Etc.) | | | |
| 14. Port Security Fee | | | |
| 15. Other | | | |

Total Estimated Charges: $_____

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

| Date: | (Berth Agent) | (As Agent Only) |
|---|---|---|

**Acceptance of Financial Responsibility for Payment**

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

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

Note: Pursuant to The Northwest Seaport Alliance Tariff Item No. 106.000, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Alliance and where responsibility for Alliance charges has not been accepted by another credit worthy entity, the Alliance shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

## ITEM 151.700 CONDITIONS OF VESSEL BERTH RESERVATION

**THE NORTHWEST SEAPORT ALLIANCE**
**CONDITIONS OF VESSEL BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff Item 106.000 in The Northwest Seaport Alliance Tariff No. 300, all applications for Vessel Berth Reservation shall be made in the form specified by the Alliance , and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Alliance charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Alliance, six (6) days prior to the Vessel's scheduled arrival, or at such other time as may be authorized or directed by the Alliance, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable Alliance charges, shall be promptly refunded by the Alliance to the Person posting same.

B. The Alliance may waive the requirement of cash in advance as to all or any category or categories of its anticipated Alliance charges when the Person responsible for such charges has been identified by the berthing agent to the satisfaction of the Alliance, and:

   1. That Person responsible has established credit worthiness acceptable to the Alliance; or
   2. Adequate security, acceptable to the Alliance, in an amount equal to 125% of the applicable estimated Alliance charges, has been posted; or
   3. The agent requesting the berth, or another entity, in each case acceptable to the Alliance as credit worthy, has personally accepted financial responsibility for the applicable charges.

C. The Vessel agent or other Person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the Supplement to Application for Vessel Berth Reservation respecting the Vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and an estimate of amount of each category of Alliance charges, as enumerated, and Person responsible for payment. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Alliance and Ports for any financial loss suffered by the Alliance and Ports as a result of the agent's failure so to report accurately.

D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Alliance, it shall immediately notify the Alliance and, as if requested by the Alliance, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Alliance.

E. All estimates of Alliance charges are subject to approval and/or adjustment by the Alliance.

F. The Alliance shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of Alliance charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.

G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Alliance.

Go to General Index

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

**ITEM 200.000** **CHECKING CARGO**
**(A) DEFINITION:**

The service of counting or checking cargo against appropriate documents for the account of the cargo or Vessel, or other Person requesting same. Checking will not include measuring, grading, scaling, weighing, marking, segregating, sampling or supplying any information not obtainable by visual inspection of the package, case, palletized unit, or other exterior container.
**Note:** Issued pursuant to 46 Code of Federal Regulations, Part 525, and differs as underlined.

**ITEM 200.100** **CHECKING CARGO**
**(B) RESPONSIBILITY LIMITED:**

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

2. Unless freight is expressly accepted for storage, freight will only be accepted for delivery, and receipts for such freight will only be issued subject to outturn at delivery.

**ITEM 200.200** **CHECKING CARGO**
**(C) CHARGES:**

Unless otherwise provided for, checking will be assessed at Man-Hour Rates as set forth in Item 400.000.

**ITEM 200.300** **CHECKING CARGO**
**(D) OVERTIME:**

A. Checking from Dray or Trucks:
When freight is received from trucks or drays on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of shift differential or overtime is necessitated, and the Terminal Operator is required to check same, or to furnish receipts for the freight, Man-Hour Rates, including standby time of checker employed to receive or deliver such freight, will be charged against the Person requesting it.

B. Checking to or from Inland Water Carriers:
When freight is received from, or delivered to inland waterway Vessels on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of shift differential or overtime is necessitated, and no labor of handling to or from ship's tackle is performed by the Terminal Operator, but the Terminal Operator is required to check such freight, or to furnish receipts for same, Man-Hour Rates, including standby time of checker employed to receive or deliver such freight, will be charged against the carrier.

## ITEM 203.000 CLASSIFICATION OF TRAFFIC

Vessels, the trade route on which they operate, and the cargo which they handle, are classified below for the purpose of applying the provisions of this Tariff. Unless otherwise specified, cargo received from a Vessel in one trade route and transshipped on a Vessel in another trade route, will be subject to the Rates, Conditions and Exceptions governing the respective trade route classifications, whether or not such cargo is moving on Through Rates and/or Bills of Lading:

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

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

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

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

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

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

G. TRANSPACIFIC:
All traffic except as provided for in Paragraph H, crossing the 170$^{th}$ meridian of West Longitude and originating at, or destined to, all points on Oceania (except Hawaiian Islands) lying east of the 170$^{th}$ meridian of West Longitude.

H. TRANSPACIFIC-TRANSCONTINENTAL:
As defined in Paragraph G, traffic having either origin or destination in the states of North Dakota, Nebraska, Colorado, New Mexico, and states east thereof, the points in Canada, in Saskatchewan and provinces east thereof.

## ITEM 206.000 CONTAINERIZED AND UNITIZED CARGO DEFINITION

For the purpose of application of Rates, Rules and Regulations under this Tariff:

A. "CONTAINERIZED CARGO" is cargo received in a container which is in transit, intact, between Vessel and inland carrier (See Section 6).

B. "UNITIZED CARGO" is cargo secured to pallets or skids, or when the individual component shipping packages are banded or otherwise securely held together to form a single unit that has been prepared by the shipper, and which can be handled with mechanical forklift equipment as one (1) unit.

"CONVENTIONAL HANDLING" (See Item 233.000.)

## ITEM 209.000 COST PLUS APPLICATION

A. Unless otherwise provided for in individual items, cost will be charged as per Item 400.000 on the following:

1. For services not specifically described in this Tariff.
2. For services of loading, unloading, handling, or transferring commodities for which no specific rates are named, and which cannot be performed for the rates provided under NOS Items.
3. For freight in packages or units of such unusual bulk, size, shape or weight, as to preclude handling, loading, unloading or transferring at the specific rates named in this Tariff.
4. For extra sorting, special checking, retagging, inspection, or for any operation delayed on account thereof, or from other causes not ordinarily incidental to a service for which specific rates are named in this Tariff.
5. For labor to clean railcars which have been unloaded, or in order to prepare the railcars for loading. Charges for such cleaning will be assessed on the basis of:

   Man-Hours per Item 400.000.
   Equipment Rental per Items 227.030-227.150.
   Cost of Disposing of the Debris: The vessel shall be responsible to the terminal for payment of these charges.

6. For installing special equipment, or moving or transferring equipment on request, or for special purposes for use or convenience of others.
7. For shut-out cargo, which has to be rehandled at the same Terminal.
8. For surveyors who are inspecting/checking cargo.

**ITEM 209.100**

B. Except as otherwise provided in individual items, charges for outside services or materials furnished in connection with services will be assessed at actual costs, plus fifteen percent (15%), plus State Sales Tax.

**ITEM 215.000** **CRANAGE – HEAVY LIFTS**

Single pieces or articles weighing over 45,359 kgs. (100,000 lbs.) will be designated as heavy lifts.

**ITEM 218.000** **DIRECT HANDLING/DIRECT TRANSFER**

"DIRECT HANDLING" or "DIRECT TRANSFER" means Handling (See Items 233.000-233.400) of freight by ship's gear or other mechanical equipment, direct between railcars or trucks spotted at ship's side and the Vessel.

Terminal equipment used to facilitate Direct Handling/Direct Transfer of freight will be subject to Rental Charges, per Items 227.030-237.150

**ITEM 218.100** **DIRECT HANDLING/DIRECT TRANSFER FROM TRUCK TO/FROM VESSEL:**

At the option of Terminal Operators, Stevedores, and Other Services may be permitted to handle freight direct to or from Vessels. In such instances, the Tariff rates for Wharfage will be assessed. Terminal Operators will not be responsible for damage to freight incurred during such operations, nor outturn of freight

**ITEM 218.200** **DIRECT HANDLING/DIRECT TRANSFER FROM RAIL TO/FROM VESSEL:**

A. Freight handled direct between OPEN RAILCARS and Vessel will be assessed a Wharfage Charge but no Handling, Loading or Unloading Charges. Terminal Operators will not be responsible for overloading or improper loading of open railcars, nor conditions of outturn of freight so handled.

B. Except as otherwise provided, freight cannot be handled direct between RAIL BOXCARS and the Vessel. Boxcar shipments will be assessed Wharfage, Handling, Loading/Unloading Charges; the same as if the freight had moved from railcars to Point of Rest on wharf, and subsequently moved from place of rest on wharf to Vessel, or vice versa (See Paragraph E).

C. Right is reserved by the Terminal Operators to designate with railcars, and when they may be placed alongside Vessel for Direct Handling/Direct Transfer.

D. Railcar blocking and dunnaging, as per Item 236.200 is additional to rates named herein.

E. Bulk commodities handled direct from Vessels to hopper railcars or chutes, shall be assessed a Wharfage and S&F Charge, but not Handling or Loading Charges. Charges for miscellaneous services for Bulk Commodities are:

Equipment Rental per Items 227.030-237.150
Man-Hours per Item 400.000

**ITEM 221.000** **DOCKAGE DESCRIPTION**
**(A) DEFINITION:**

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

**ITEM 221.100** **DOCKAGE DESCRIPTION**
**(B) BASIS FOR COMPUTING CHARGES:**

Dockage Charges will be assessed on the length-overall (LOA) of the Vessel or barge. LOA shall be construed to mean the linear distance, expressed in meters, from the most forward point on the stem of the Vessel or barge to the aftermost part of the stern of the Vessel or barge, measured parallel to the baseline of the Vessel or barge.

For Dockage billing purposes, LOA of the Vessel or barge, as published in "Lloyd's Register of Shipping", will be used. If no such figure appears in "Lloyd's Register", the Alliance reserves the right to measure the Vessel.

**ITEM 221.200** **DOCKAGE DESCRIPTION**
**(C) DOCKAGE PERIODS – HOW CALCULATED:**

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

**ITEM 221.300** **DOCKAGE DESCRIPTION**
**(D) CHARGE FOR SHIFTING VESSELS:**

When a Vessel or barge is shifted direct from one wharf (berth) to another wharf (berth) operated by the same Terminal, the total time at such berths will be considered in computing the Dockage Charge.

**ITEM 221.400** **DOCKAGE DESCRIPTION**
**(E) VESSELS REQUIRED TO CHANGE BERTHS:**

Berthing of Vessels or barges not engaged in loading or unloading cargo will be at the discretion of the Terminal Operator, and then only with the expressed understanding that Vessels or barges will move their position from place to place at wharf or leave wharf at discretion of the Terminal Operator when berth is required for Vessel or barge with or for cargo. Any Vessel or barge, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise, by wharf agent, and any expenses, damages to Vessel or barge, or other Vessels or wharf during such removal, will be charged to Vessel or barge so moved.

**ITEM 221.500** **DOCKAGE DESCRIPTION**
**(F) LAY BERTH STATUS:**

Vessels or barges arriving at the Ports/Alliance in advance of load and/or discharge schedule, may be permitted to dock at an idle berth if requested by ship's agent, subject to berth availability. Lay Berth Status must be obtained in writing prior to Vessel or barge arrival at the discretion of the Alliance. Such Vessels or barges will be assessed twenty-five percent (25%) of the applicable Tariff Dockage Rate. Lay Berth Status shall end at 0600 hours on the day of the first working shift. Lay Berth Status only applies on Vessels that have not started working. The only exception is that on a Longshore "No Work" Holiday, Vessels or barges may receive Lay Berth Status.

1. Vessels delayed after cargo loading and or unloading is complete, may be permitted to remain at berth if requested by ship's agent in writing before final full dockage period is complete, at the discretion of the Port/Alliance and subject to berth availability. Vessels will be assessed twenty-five percent (25%) of the applicable dockage rate.

**ITEM 221.501** **DOCKAGE DESCRIPTION**
**(G) MINIMUM LAY BERTH CHARGE:**

Minimum Lay Berth charge per 24 hour period……..$765

**ITEM 221.502** **DOCKAGE DESCRIPTION**
**(H) ANCHORED VESSELS MINIMUM CHARGE:**

Vessels or barges anchored in waterways owned by the Ports and operated by the Alliance;
Minimum charge per 24 hour period ..... $494

## ITEM 224.000 DOCKAGE RATES

Dockage rates will be assessed as follows unless otherwise specified in this tariff. Rates in dollars per 24-hour period or portion thereof.

For vessels that go over the 24-hour dockage period of up to one hour: an additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the final full period. This does not apply to lay berth status.

| Overall Length of Vessels or Barges (measured in meters) | | Charge Per 24 Hour Day |
|---|---|---|
| Over | But Not Over | |
| 0 | 107 | $1,856.00 |
| 107 | 114 | $2,183.00 |
| 114 | 122 | $2,408.00 |
| 122 | 130 | $2,662.00 |
| 130 | 137 | $2,931.00 |
| 137 | 145 | $3,193.00 |
| 145 | 152 | $3,500.00 |
| 152 | 160 | $3,977.00 |
| 160 | 168 | $4,275.00 |
| 168 | 175 | $4,630.00 |
| 175 | 183 | $5,152.00 |
| 183 | 191 | $5,870.00 |
| 191 | 198 | $6,831.00 |
| 198 | 206 | $7,770.00 |
| 206 | 213 | $8,773.00 |
| 213 | 221 | $10,162.00 |
| 221 | 229 | $11,627.00 |
| 229 | 236 | $13,192.00 |
| 236 | 244 | $14,813.00 |
| 244 | 259 | $17,011.00 |
| 259 | 274 | $19,354.00 |
| 274 | 290 | $21,808.00 |
| 290 | 0 | See Item 224.100 |

## ITEM 224.100 DOCKAGE RATES
### (A) VESSELS WITH LOA GREATER THAN 290 METERS:

For Vessels with LOA greater than 290 meters, charge the rate for 290 meters, plus $1,585 for each fifteen (15) meters, or fraction thereof, of length in excess of 290 meters.

**ITEM 224.200** **DOCKAGE RATES**
**(B) TRANSIENT FISHING VESSELS:**

Transient fishing Vessels up to 91.4 meters in length may be fueled at Terminal 7A for up to four (4) hours for a charge of $287.65 including Dockage and S&F. Fueling activity must comply with all fire and safety laws, and customers must prove permits and insurance are secured. Fuel handled overside vessel is exempt from wharfage per Item 272.300.

**ITEM 227.000** **EQUIPMENT RENTAL**

Equipment specifically listed, when available, will be rented at the convenience of the Alliance. Charges for equipment rentals without operator are subject to applicable State Sales Tax.

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

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

Upon termination of the period of use, all such equipment shall be returned to the Alliance in the same condition as it was received, normal wear and tear excepted (Subject to Items 133.000, 136.400 and 136.500.

When the Alliance provided services at Man-Hours and Equipment Rates, per Items 400.000 and 227.030-227.150, the below rates apply, although the Alliance's customer does not have possession, direction and control of the equipment.

| **EQUIPMENT RENTAL**<br>Unless otherwise specified, rates are per hour or any portion thereof. | | |
|---|---|---|
| **ITEM 227.030** | **Container Crane Rental** (Without operator)<br>(See Item 227.150 Notes 1, 2, 4, 5, 6 & 7) | $936.22 |
| **ITEM 227.040** | **Twin 20 Spreader used on Container Cranes**<br>Per Vessel call | $1,021.49 |
| **ITEM 227.050** | **Container Straddle Carriers** (operator extra)<br>See Fuel Surcharge Addendum | $197.95 |
| **ITEM 227.060** | **Lift Trucks, Power** (operator extra)<br>See Item 227.150 Notes 3, 4 & 7 | |
| **ITEM 227.061** | **Up to 8,000 lbs. capacity**<br>(2.72 metric tons and under) | $119.44 |
| **ITEM 227.062** | **Up to 25,000 lbs. capacity**<br>(To 11.34 metric tons) | $126.46 |
| **ITEM 227.063** | **Up to 45,000 lbs. capacity**<br>(To 22.68 metric tons) | $154.58 |
| **ITEM 227.064** | **Up to 62,000 lbs. capacity**<br>(To 28.12 metric tons) | $182.67 |
| **ITEM 227.065** | **Up to 92,000 lbs. capacity**<br>(To 41.73 metric tons) | $281.01 |
| **ITEM 227.070** | **Empty Container Handler** (Side Pick) (operator extra)<br>(7.00 metric tons & under) | $77.56 |
| **ITEM 227.080** | **Hostler** (operator extra)<br>See Item 227.150 Note 4 | $56.19 |
| **ITEM 227.090** | **Mafi Trailer** (per day) | $82.21 |

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| **EQUIPMENT RENTAL (Continued)**<br>Unless otherwise specified, rates are per hour or any portion thereof. | | |
|---|---|---|
| ITEM 227.100 | **Bomb Cart** (per shift) | $86.83 |
| ITEM 227.110 | **Railcar Ramp** (per day) | $154.28 |
| ITEM 227.120 | **Street and Area Sweeper** including operator<br>See Item 227.150 Note 4 | $394.75 |
| ITEM 227.121 | **Magnet and Truck** with operator. See Item 227.150 Note 4. | $394.75 |
| ITEM 227.122 | **Vactor Truck** including operator and assistant<br>Does not include waste disposal. See Item 227.150 Note 4. | $428.90 |
| ITEM 227.123 | **Generator per hour,** delivery charges apply and can be obtained from the of Maintenance See 227.150 Note 4 | $31.69 |
| ITEM 227.130 | **Welding Equipment & Compressor** to remove lashing/securing on railcars (per day) (operator extra) | $120.48 |
| ITEM 227.150 | **EQUIPMENT RENTAL NOTES**<br>**Note 1:** When labor is furnished by the Alliance at the request of a User, renter or operator, charges will be as provided in Item 400.000, but it is expressly stipulated that the Ports/Alliance acts solely as agent of User, renter or operator in engaging such labor and paying for services.<br>**Note 2:** Crane rental time begins when operations commence and continues until operations cease, plus one-half (1/2) hour warm-up time, and one-half (1/2) hour of time to shut down at the finish of the operation. If a crane is transferred from one renter to another during a shift, the warm-up time at the beginning is for the account of the first User, and the shut-down time at the finish is for the account of last User.<br>**Note 3:** When lift trucks are placed aboard Vessels, twice the normal Rental Rate applies.<br>**Note 4:** Equipment Rental starts at the time specified when equipment is requested or when operator time starts, whichever occurs first, and continues until equipment is released to the Alliance.<br>**Note 5:** There will be minimum one (1) hour Crane Rental Charge when crane rental is requested and then cancelled, after the pre-operational inspection has been performed.<br>**Note 6:** When the crane breaks down for more than fifteen (15) minutes, due to other than operator error, and straddle carriers are being rented to support the crane, and straddle carriers are not used elsewhere, there will be no charge for the straddle carrier rental during that period.<br>**Note 7:** Charges for equipment usage will be rounded to the nearest fifteen (15) minutes. | |

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**ITEM 228.100** **FACILITY CHARGE – RAILCARS**

This charge will be assessed for each railcar interchanged to Tacoma Rail with the BNSF, the Union Pacific, Progress Rail or any other entity interchanging cars with Tacoma Rail, other than Intermodal cars. When a non-intermodal shipment is made using railcars that are articulated, each articulation shall be counted as an additional railcar for the purpose of applying this charge. One charge will equal $27.50, and two charges will equal $55.00

The application of charges will be applied as follows:

- loaded/empty 1 charge
- empty/empty 1 charge
- loaded/loaded 2 charges

These charges will apply when cars pass Bullfrog junction as described above.

**ITEM 228.200** **FACILITY CHARGE – RAILCARS**
**HAZARDOUS MATERIALS SURCHARGE:**

Loaded, non-container rail cars carrying hazardous materials transiting Bullfrog Junction. The mainline railroad will be assessed a hazardous materials charge
Per Railcar…… $14.00

**ITEM 230.000** **FREETIME**
**(A) DEFINITION:**

The specified period during which cargo may occupy space assigned to it on terminal property free of Terminal Storage Charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the Vessel. The Alliance Terminals are for cargo in transit. Any cargo exceeding free time requires permission from Alliance Service Delivery Operations Division.

**Note:** Issued pursuant to 46 Code of Federal Regulations, Part 525, and differs as underlined.

**ITEM 230.100** **FREETIME**
**(B) COMPUTING FREE TIME:**

Free Time starts the first 7 a.m. occurring after freight is received or unloaded onto wharf from car or truck; or, in case of freight received from Vessel, the first 7 a.m. occurring after Vessels complete discharge. On outbound traffic to Vessel, delivery of which is made after the allotted Free Time period, the day freight is loaded out, or delivered to truck or car, is to be considered a storage day. Unless otherwise specified, Free Time periods on freight are as follows:
15 Calendar Days.

**ITEM 230.200** **FREETIME**
**(C) ASSEMBLING TIME:**

Any assembly beyond regular Free Time allowance must be granted permission prior to cargo arrival at the discretion of the Alliance Service Delivery Operations Division.

**ITEM 233.000** **HANDLING**
**(A) DEFINITION:**

The charge made against Vessels, their owners, or operators, for physically moving cargo from the end of ship's tackle to a point of rest, or from point of rest to within reach of end of ship's tackle. It includes ordinary sorting, breaking down, and stacking. Also call "Conventional Handling".

**Exception:** When cargo is discharged that requires sorting within a Bill of Lading, charges for sorting will be made at Man-Hour and Equipment Rates.

**Note:** For the purpose of continuing in effect the historic practices at the Port of Tacoma, this definition of Handling Rates takes precedence over, and is a departure from the definition in 46 Code of Federal Regulations, Part 525, sub – (10).

**ITEM 233.100** **HANDLING**
**(B) RIGHT TO HANDLE FREIGHT RESERVED:**

Terminal Operations, when equipped to perform the services of handling freight and to care for same on their Terminals, reserve the right, in all instances, to perform such services.

**ITEM 233.200** **HANDLING**
**(C) DIRECT TRANSFERS:**

See Item 218.000.

**ITEM 233.300** **HANDLING**
**(D) MINIMUM CHARGES:**

See Items 242.000–242.050.

**ITEM 233.400** **HANDLING**
**(E) HANDLING PRODUCTIVITY:**

When Handling Rates are based on productivity, the Net volume per productive hour will be gross gang hours, excluding standby, no work provided, equipment downtime, meal hour and any other time deemed appropriate by the Alliance Service Delivery Operations Division, divided by volume discharged and loaded.

**ITEM 236.000** **LOADING/UNLOADING – RAILCARS**
**(A) DEFINITION:**

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car Loading and Car Unloading Charges are assessed against the cargo or Person requesting the service, when not absorbed by carriers.

**ITEM 236.100** **LOADING/UNLOADING – RAILCARS**
**(B) OUTSIDE CRANES AND HEAVY LIFT EQUIPMENT:**

When an outside floating crane, mobile crane, hydraulic crane, hydraulic trailer, special trailer, or other special equipment is utilized in order to perform railcar Loading/Unloading, the Alliance will provide additional labor to assist. The outside special lift equipment must be coordinated with the Alliance Service Delivery Operations Division. The charges will be Cost, plus fifteen percent (15%), plus State Sales Tax per Items 209.000–209.100.

**ITEM 236.200** **LOADING/UNLOADING – RAILCARS**
**(C) CAR BLOCKAGE AND DUNNAGE:**

Installing or removal of railcar stakes, lumber, material, and lumber used in blocking, dunnaging, or securing goods in railcars, will be charged against the freight loaded. This is in addition to the Loading Charge. It will be:

**ITEM 236.210** Manhours per Item 400.000.

**ITEM 236.220** Equipment Rental per Items 227.030–227.150.

**ITEM 236.230** Dunnage/Materials per Item 209.100.

**ITEM 236.300** **LOADING/UNLOADING – RAILCARS**
**(D) RAILCAR DUMURRAGE:**

See Item 115.000

**ITEM 236.400** **LOADING/UNLOADING – RAILCARS**
**(E) DIRECT TRANSFER BETWEEN RAILCAR AND VESSEL:**

See Item 218.000.

**ITEM 236.500** **LOADING/UNLOADING – RAILCARS**
**(F) MINIMUM CHARGE:**

See Items 242.000–242.050.

**ITEM 236.600** **LOADING/UNLOADING – RAILCARS**
**(G) RIGHT TO LOAD AND/OR UNLOAD FREIGHT, RESERVED:**

The Alliance Service Delivery Operations Division when equipped to perform the services of loading and/or unloading freight, reserve the right to performance in all instances.

**ITEM 236.700** **LOADING/UNLOADING – RAILCARS**
**(H) DOMESTIC DISTRIBUTION OF PASSENGER VEHICLES:**

1. When the Alliance provides the facility for the domestic distribution of autos, passenger vehicles, including pick-up trucks and vans not exceeding ten (10) passengers per vehicle, which do not have a prior or subsequent move by water, from or to, an Alliance Facility, and no Alliance labor is provided the charge is …….$6.81 per vehicle.

2. When the Alliance provides the Facility for domestic distribution of commercial and military vehicles, including trucks and truck chassis, agricultural, earth moving, and road-making equipment, which do not have a prior or subsequent move by water, from or to, an Alliance Facility and no Alliance labor is provided, the charge is ….$18.16 per 1,000kgs.

3. **Exception:** For Users of any Alliance Facilities that import or export vehicles on which wharfage is assessed and have an annual throughput volume of at least 2,500 units per calendar year, the Domestic Distribution Rate for vehicles (autos and commercial) is $5.52 per vehicle.

4. **Note:** The Alliance reserves the right to limit the total number of vehicles per year that may qualify for this rate.

**ITEM 239.000** **SCHEDULE OF RATES FOR LOADING/UNLOADING – TRUCKS**

Except as otherwise provided, Truck Loading/Unloading will be assessed to the Notify party or their designate, on the Ship Manifest for Import/Export Cargo. The Alliance has the right to determine the appropriate fee. Minimum Billing charge 242.050 applies.

**Note:** This charge does not apply to Privately Owned Vehicles (POV's). Cargo will be charged as follows:

## ITEM 239.000 SCHEDULE OF RATES FOR LOADING/UNLOADING – TRUCKS (cont.)

| | | |
|---|---|---|
| ITEM 239.010 | Static Breakbulk Cargo weighing up to 15MT | $19.50 per 1,000 kgs |
| ITEM 239.015 | Static Breakbulk Cargo weighing between 15MT and 27MT | $30.75 per 1,000kgs |
| ITEM 239.016 | Static Breakbulk Cargo weighing over 27MT | $38.25 per 1,000 kgs |
| ITEM 239.018 | Static Breakbulk Cargo for helicopters, yachts, boats, and cargo longer than 25 feet in length or width | $33.75 per 1,000 kgs |
| | **Note:** If mobile crane is used on one or more pieces, this charge will not apply to those pieces. It will apply to any other pieces in the Bill of Lading.<br><br>**Note:** Photo or schematic of cargo lifting points required for cargo over 27MT.<br><br>**Note:** The Alliance will provide the service of yacht cradle disposal of cradles made of wood, steel, or a combination of materials, for $295.00 per cradle. | |
| ITEM 239.020 | Drivable Cargo/Ramping Fee | $10.00 per 1,000 kgs |
| | **Note:** This is the service of setting up the yard area and making space on wharf available for ramping cargo. | |
| ITEM 239.040 | Where Bill of Lading identifies drivable and static cargo weights, the appropriate charge will be applied to each | |
| ITEM 239.100 | When the Alliance provides the service of loading and unloading trucks, it is understood that such services are at the direction of the truck operator. | |
| ITEM 239.200 | OUTSIDE CRANES & HEAVY LIFT EQUIPMENT: | |
| | When an outside floating crane, mobile crane, hydraulic crane, hydraulic trailer, special trailer, or other special equipment is utilized in order to perform truck Loading/Unloading, the Alliance will provide additional labor to assist. The outside special lift equipment must be coordinated with the Alliance Service Delivery Operations Division. The charges will be Cost, plus fifteen percent (15%), plus State Sales Tax per Items 209.000–209.100 | |

**ITEM 242.000** **MINIMUM CHARGES**

Unless otherwise specified under individual items, the minimum charge per Bill of Lading will be:

**ITEM 242.035** Storage, Container/Chassis…….$84.40

**ITEM 242.040** Storage, Non-container Cargo……..$112.67

**ITEM 242.050** Minimum Billing Charge per Invoice $104.76

**Note:** The following customers shall be exempt from the Minimum Billing Charge per Invoice:

- Auto customers utilizing either the Marshall Avenue or Taylor Way Auto Terminals.
- Ro-Ro ocean carriers or breakbulk equipment manufacturers who utilize a port operated terminal.

**ITEM 245.000** **MISCELLANEOUS CHARGES**

**ITEM 245.010** **MISCELLANEOUS CHARGES**
**(A) CANCELED BOOKINGS:**

For canceled bookings the charge will be Wharfage, S&F, truck unloading and truck loading Fee.

Minimum Billing charge 242.050 applies.

**ITEM 245.050** **MISCELLANEOUS CHARGES**
**(B) PHOTO OPPORTUNITY REQUESTS FOR CARGO OR CONTAINERS:**

The Alliance will take photos of cargo when requested. If a person other than the person paying service and facilities requests a photo, the Alliance will assess a fee for this service, including emailing photos. The fee is $38.44 per occurrence. Minimum charge does not apply.

**ITEM 245.060** **MISCELLANEOUS CHARGES**
**(C) STEAM CLEANING ARRANGEMENTS (OUTSIDE STEAM CLEANER):**

The Alliance will provide the service of making cargo available to steam cleaners, charged to the account of the cargo. This is in addition to service and facility for breakbulk and gate for containers. This fee does not apply to POV's (Privately Owned Vehicles). The fee per piece of cargo or per container is……$115.60

Minimum Billing charge does not apply.

**ITEM 245.100** **MISCELLANEOUS CHARGES**
**(D) RECONDITIONING, RECOOPERING AND UNITIZING:**

The Alliance will provide the service of reconditioning, re-coopering and unitizing. Materials not furnished to the Alliance will be purchased by the Alliance. These charges will apply:

**ITEM 245.110** Manhours per Item 400.000.

**ITEM 245.120** Equipment Rental per Items 227.030–227.150.

**ITEM 245.130** Materials per Item 209.100.

**ITEM 245.200** **MISCELLANEOUS CHARGES**
**(B) DUNNAGE DISPOSAL FEE:**

The Alliance will dispose of dunnage, left on the dock or otherwise;
The charge is ……..$789.75

**ITEM 245.300** **MISCELLANEOUS CHARGES**
**(C) HELICOPTER LANDING/TAKE OFF:**

The Alliance may, at its sole discretion, provide an area for the takeoff/landing of the helicopters, the use of which must be scheduled a minimum of 48 hours in advance. Prior to takeoff/landing, the owner/operator of the helicopter will provide a certificate of insurance evidencing aircraft liability insurance with limits of not less than $5,000,0000 and naming The Port of Tacoma, and The Northwest Seaport Alliance individually as an additional insureds on the policy. For takeoff/landing at the Port of Seattle, all applicable city rules will apply. The charge per occurrence……..…$900.00

**ITEM 251.000** **POINT OR PLACE OF REST**

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

**ITEM 254.000** **SERVICE AND FACILITIES CHARGE**
**(A) DEFINITION:**

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

**ITEM 254.100** **SERVICE AND FACILITIES CHARGE**
**(B) CONDITIONS:**

1. The foregoing does not include any Service or Facilities Charge which is included in Wharfage, Dockage, Storage, or other individual charges.

**ITEM 254.110**

2. Where the Contract of Affreightment establishes the responsibility, as between the parties thereto for the payment of the Service and Facilities Charge named in this Tariff, such charge will be borne by the Person responsible under the Contract of Affreightment, but the full amount of such charge will be billed to and paid by the Vessel, its owners, or operators. Allocation or adjustment of this charge will be made solely by the parties to the Contract of Affreightment, in accordance to its terms. The term, "Contract of Affreightment", as used herein, means Tariff, ocean rate, Bill of Lading, contract, or any other arrangement under which the Vessel transports cargo.

**ITEM 254.120**

3. Service and Facilities Charge does not include any cargo handling, loading or unloading operators, nor any labor other than that which is essential to performing the service.

**ITEM 254.130**

4. Service and Facility Charge includes fencing, light, and may be charged with no Alliance-provided labor.

**ITEM 254.200** **SERVICE AND FACILITIES CHARGE**
**(C) RATES:**

1. Rates are found in Section 3.

**ITEM 254.210**

2. Unless otherwise specified under individual items, rates named are in U.S. Dollars per 1,000 kgs., or per 1,000 FBM. Unless specifically published, NOS Rate will apply on cargo handled overside between Vessels and water or barge.

**ITEM 257.000** **SHIP'S LINES**

Terminal Operators do not normally perform the service of taking, or letting go, ship's lines. If, however, in an emergency, a Terminal Operator performs this service, the charge will be based on Man-Hours per Item 400.000.

Lines service companies, or others handling ship's lines, will not be allowed to operate at Terminals without written permit.

**ITEM 260.000** **STORAGE**
**(A) DEFINITION:**

"Terminal Storage" is the service of providing warehouse, or other terminal facilities, for the storage of cargo. Any cargo that is on the Terminal after the Free Time period has ended will be considered in storage and Fees will be applied accordingly as described below.

**ITEM 260.100** **STORAGE**

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

When space is available and arrangements are entered into prior to arrival of cargo at the terminal, Terminal Ctorage may be permitted for cargo. Cargo that is at the Terminal for longer than the Free Time and no arrangements have been made for storage - Storage Fees will be charged at the storage rate below. ”Arrangements” are defined as a written request submitted to the Alliance by the prospective customer, describing the cargo, the type of storage (covered or open), length of time storage will be necessary, and name and address of the Person responsible for storage payment, and accepted by the Alliance no later than 24 hours prior to the cargo’s arrival.

When additional Miscellaneous Service or Re-handling is required to accommodate storage cargo, all Labor and Equipment in connection therewith will be assessed according to the provisions of Items 209.000–209.100, 227.030–227.150 and 400.000. Storage Charges are payable in advance, and will be computed on the following basis:
Cargo received for storage will be assessed a full month’s storage.
Thereafter, storage will be payable on cargo remaining in storage on the first (1st) day of each succeeding calendar month.

Except as otherwise provided, no Free Time is allowed under the provisions of this section.
Cargo in storage beyond twelve (12) months will be moved to an off-dock location at the cargo owner’s expense.

**IMPORT CARGO**:
“Import Cargo” shall mean cargo received at the Alliance/Ports in a Vessel from a foreign or domestic offshore port or origin for loading to a domestic motor, rail or water carrier for inland transit.

**NOTE**: The day cargo is discharged from the Vessel at the Alliance/Ports is Day “0”. Calculation of Free Time begins the following day Day “1”.

**EXPORT CARGO:**
“Export Cargo” shall mean cargo received at the Alliance/Ports for loading into a Vessel for shipment to a foreign or domestic offshore port or destination.

**NOTE:** The day cargo is received at the Alliance/Ports is Day “0”. Calculation of Free Time begins the following day Day “1”.
Minimum Invoice: See Item 242.050.

**ITEM 260.400** **STORAGE**
**(C) STORAGE RATES – SHEDDED AREAS:**

All Freight, NOS, per 1000kgs.

1-15 days Free Time: No charge
Days 16-30: $1.50 per metric ton per day
Days 31-60: $2.50 per metric ton per day
Days 61-90: $3.50 per metric ton per day
For storage beyond 90 days, please contact the NWSA commercial team for rates.

Monthly storage charges are considered fully earned, and payable, on the first day of the second month and each month thereafter.

**ITEM 260.500** **STORAGE**
**(D) STORAGE RATES – OPEN AREAS:**

Terminal Operator(s) may allow freight to be stored on open areas at the rates stated in ITEM 260.510. Rates are in U.S. Dollars per calendar month. Days One (1) – Fifteen (15) is "Free Time" for both Import and Export cargo.

**ITEM 260.510** **COMMODITY:**

**RATE**

All Freight, NOS, per 1000kgs.

1-15 days Free Time: No charge
Days 16-30: $1.00 per metric ton per day
Days 31-60: $2.00 per metric ton per day
Days 61-90: $3.00 per metric ton per day
For storage beyond 90 days, please contact the NWSA commercial team for rates.

Monthly storage charges are considered fully earned, and payable, on the first day of second month and each month thereafter.

**ITEM 260.515** **STORAGE: AUTOMOBILES, VANS, PICKUP TRUCKS, LIGHT DUTY VEHICLES AT EB-1, T-7, OR BLAIR FACILITIES**

1-10 calendar days free time
Days 11-30: $.60 per vehicle per day
Days 31-90: $1.20 per vehicle per day
For storage beyond 90 days, please contact the NWSA commercial team for rates.

**ITEM 260.520** Boats, per lineal foot of length, per month…….$74.95

**ITEM 260.530** **STORAGE**

**(E) STORAGE RATES – OPEN AREAS - OTHER CHARGES:**

1. Handling, loading or unloading commodities will be at rates for such commodities shown under individual Items in Sections 3, 5 and 6.

2. If it is necessary to transfer articles to provide Storage (See Item 133.300).

**ITEM 260.600** **STORAGE**

**(F) IMPORT / EXPORT AUTOMOBILES, PICKUP TRUCKS, VANS, CHASSIS, AND COMMERCIAL VEHICLES:**

A. The Alliance will provide storage for the import/export automobiles, pickup trucks, vans, chassis, and commercial vehicles which either had or will have a movement by water through the Alliance harbors.

B. On-Site Storage Definition: On-Site Storage areas are vehicle yards used for the storage and processing import/export automobiles, pickup trucks, vans, chassis and commercial vehicles defined in either The Marshall Ave. or Taylor Way Automobile Processor Lease and Operating Agreements or Amendments

C. Overflow Storage Definition: Overflow Storage areas are additional property or yards placed into temporary Preferential Use which are not included within the defined Preferential Use Areas in either the Marshall Ave. or Taylor Way Automobile Processor Lease and Operating Agreements or Amendments.

D. Base Storage Level Formula:

   1. The Alliance and the Alliance/Ports' Automobile Processor must receive from each Automobile Manufacturer or it's Representative, and the parties must mutually agree to, a responsible volume forecast for automobiles of such Automobile Manufacturer to be processed at the Alliance Premises in the following calendar year, by November of the preceding year.

   2. The Base Storage Level (BSL) is calculated for each Automobile Manufacturer for the following year using 30-day dwell.

   3. Example calculation: If Automobile Manufacturer "A" forecasts to import or export 55,000 automobiles in a calendar year, the BSL will be 4,521 (55,000 automobiles ÷ 365 days/year x 30 days dwell = 4,521 BSL). The Alliance and Ports reserve the right to apply a different calculation for trucks, vans, chassis or commercial vehicles.

E. Responsible Person: The Responsible Person for payment of the On-Site Storage and Overflow Storage charges shall be the Manufacturer, Third Party Logistics Company, or Agent responsible for the import/export of automobiles, pickup trucks, vans, chassis, or commercial vehicles through the Alliance Facilities & Premises.

F. This Tariff is solely for the purpose of establishing capacity, forecasts, and rates, and shall not be used to establish any preferential use rights or other rights for any Automobile Manufacturers or any vehicles.

## ITEM 260.610 ON-SITE STORAGE (G) IMPORT/EXPORT AUTOMOBILES, PICKUP TRUCKS, VANS, CHASSIS, AND COMMERCIAL VEHICLES:

A. The following charges apply to automobiles using On-Site yards at the Alliance/Ports' Automobile Processing Facility:

1. Base Rate. All automobiles will be granted ten (10) calendar days dwell free of charge, calculated from the date of arrival at the Port. Beginning on the eleventh (11th) day, each automobile will be charged $.42/day, which shall be paid by the Responsible Person.

2. Special Rate. The Alliance and Ports reserve the right to apply special rates for trucks, vans, chassis, or commercial vehicles. Unless otherwise specified by the Alliance and or Ports, the base rate for automobiles shall apply.

## ITEM 260.620 SOUTH HARBOR AUTOMOBILE OVERFLOW YARDS USE AND RATES (SUBJECT TO CONDITIONS A-K)

The following Yards may be used on a non-exclusive preferential use basis as associated areas used in the loading and discharging of cargo at the Alliance South Harbor/Port of Tacoma for short -term temporary Overflow Storage and Release of passenger vehicles, pickup trucks, vans, chassis, or commercial vehicles (collectively "autos"), subject to Conditions a-k below:

| Yard Code | Yard Name | Yard Address | Yard Size (Acres) |
|---|---|---|---|
| Lot #5 | Pony Lumber | 3701 Taylor Way | 12 |
| Lot #7 | Arkema | 3009 Taylor Way | 12 |
| Lot #23 | Lot #23 | 4215 SR 509 N Frontage Road | 11 |
| Lot "J" | Lot "J" | 1721 Thorne Rd | 8 |
| Lot "S" | West Sitcum | 1675 Lincoln Ave. | 13 |

**Conditions:**

A. **Availability**. All Yards are subject to availability, and may or may not be available at any time depending upon other Alliance or Port uses at such time. In addition, the acreage available in the Yards may be changed by the Alliance or Port at any time and from time to time within their sole and absolute discretion based upon other Alliance or Port uses. Availability will be confirmed upon request.

B. **Request for Assignment/Assignment**. All Users must submit a Yard Reservation Form. Users may request use of a particular Yard, and the Alliance/Port will make commercially reasonable efforts to honor such requests; however, the assignment of Yards to Users will be in the Alliance's and Port's sole and absolute discretion, and the determination will be final. Yards will not be subdivided or assigned in part.

C. **Use.** Yards may be used by Users on a non-exclusive preferential use basis for short-term temporary Overflow Storage and Release of passenger vehicles, pickup trucks, vans, chassis, or commercial vehicles (collectively "autos"). No other use by Users is permitted under this Tariff Item. The Alliance and the Port of Tacoma do not take any responsibility for the receipt, delivery, checking, care, custody, or control of any autos. The Alliance and the Port of Tacoma (each to the extent of its interest) reserve the right to use for any use all acreage of Yards at all times not in use by User.

D. **Users.** Use of Yards under this Tariff item is limited to Auto Manufacturers who pay wharfage (Tariff Items 360.200-360.220) to the Alliance or agents or vendors of the Auto Manufacturers who pay wharfage including but not limited to Auto Processors, Ocean Carriers, Rail Roads, and Haul-a-Way Carriers who are acting their behalf for purposes of auto storage or release under the Tariff Item.

E. **Rate.** The rate is $136.09 per acre per day for all acreage assigned to User on the Reservation Form pursuant to Condition (B) above, except otherwise provided in this Condition (E). Charges will be based on the earlier of the start date assigned by the Alliance or occupancy of any part of the Yard by User. There is no free time on any Yard under this Tariff Item. For any month in which the acreage available in a Yard as determined by the Alliance or Port under Conditions (A) and (B) above varies within such month, the lease acreage so available in such Yard in such month will be used for billing purposes for the entirety of such month. Billing will be monthly in arrears based on activity during the prior month.

F. **Notice to Use/Terminate Use**. Users shall use best efforts to give the Alliance at least 10 days advance written notice of its request to begin use of a Yard. Users shall give the Alliance 10 days advance written notice of its termination of use of a Yard. All notices by User shall be on the Yard Reservation form referred to in Condition (B) above.

G. **Termination by Alliance**. The Alliance or Port may terminate User's use of any Yard on 30 days' notice.

H. **Yard Condition / Restricted Use Areas**. All properties are in "As Is" condition. Security, lighting, fencing and gates if not already existing and

sufficient for User, and any other items required by User, will be the responsibility of User. Any and all alterations and improvements to Yards are subject to prior written approval of the Alliance and the Port of Tacoma each in its sole and absolute discretion. Yards may be paved, unpaved, may be encumbered by light or utility poles, or guy wires, utility systems, catch basins or wells (and required access routes to catch basins and monitoring wells per Condition (I) below), or other items, for which there will be no offset or reduction in the rate.

I. **Stormwater Management / Monitoring Wells**. User agrees to cooperate with the Alliance/Port of Tacoma in addressing any identified or perceived stormwater management compliance concerns related to User's operation in User's assigned Yard at User's sole expense. No autos shall be stored over any stormwater catch basins or monitoring wells, and all catch basins and monitoring wells shall be accessible to the Alliance and Port of Tacoma to service, inspect, sample and clean with a minimum 4-foot wide access route to each catch basin and monitoring well ***at all times.***

J. **Indemnity.** Item 136.600 Shall apply to Users' use of Yards under the item 260.620

K. **Proof of Insurance.** Users will be required to provide proof of insurance with the following coverage:

- Commercial general liability with a minimum combined single limit of $ 3million per occurrence;
- Comprehensive automobile liability covering all owned, hired, or otherwise operated non-owned vehicle with a combined single limit of $3 million per occurrence;
- Worker's Compensation as required by law and Employer's Liability with a minimum limit of $3 million each occurrence;
- The Alliance and the Port of Tacoma shall be listed as additional insured; and
- Subrogation against the Alliance or the Port of Tacoma shall be waived.

## ITEM 260.630 SUPPLEMENTAL SPACE

If space is required to supplement existing terminal space at either the Blair Terminal or Terminal 7, additional space may be available within the Marshall Ave. 165 acres of non-exclusive preferential use area at the discretion of The Northwest Seaport Alliance.

$45.83 Per Automobile displaced, plus a Daily Security Rate $715.51, per guard (if required). Holiday rates will be extra.

## ITEM 263.000 SUBSORTING

A. Delivery of cargo, after sorting to Bill of Lading marks, will be made as one (1) lot or in accordance with one (1) general mark. Consignee, however, is not required to take delivery of the entire shipment at one time, and upon request, delivery of shipment in whole or in part, as one (1) lot or by one (1) general mark, will be made subject to charges.

**ITEM 263.100** B. If sub sorting by commodity, marks, kinds, sizes, brands, grades, other certification or unit is required, an additional charge will be applicable.

**ITEM 263.200** C. Sub sorting Charges will be assessed at Man-Hours per Item 400.000, and Equipment per Items 227.030–227.150.

**ITEM 266.000** **VESSEL OILY WASTE OR GARBAGE REMOVAL**

Vessels which find it necessary to discharge oily waste or garbage at the Ports shall contact the Terminal Operator for the name of oily waste or garbage haulers and/or reception facilities in the area which provide equipment to receive, haul and dispose of oily waste or garbage. The Vessel shall arrange directly with the oily waste or garbage hauler and/or reception facility for such services and equipment. Payment of charges for the services and equipment provided by the oily waste or garbage hauler and/or reception facility will be made direction to the oily waste or garbage hauler and/or reception facility by the Vessel, its agent, charterer or other Person responsible for such payment of charges by the Vessel.

The oily waste or garbage hauler and/or reception facility is not an employee or agent of the Ports or Alliance nor any Terminal Operator, nor shall the Ports, Alliance, or any Terminal Operator be liable for any act, omission or negligence of any such oily waste or garbage hauler and/or reception facility. Rates and Charges assessed Vessels by the Ports, Alliance or any Terminal Operator for use of its Terminal Facilities or services, do not include this service nor do the Ports or Alliance provide any insurance coverage for any potential liability of any oily waste or garbage hauler and/or reception facility, allowed by the Ports, Alliance or any Terminal Operator. The discharge by a Vessel of oily waste or garbage at any Terminal at the Alliance/Ports shall only be in accordance with the terms of this Tariff Item and applicable Federal, State, and local laws and regulations.

**ITEM 269.000** **WATER, FRESH – PORT OF TACOMA TERMINALS ONLY**

Fresh water will be furnished to Vessels as follows:
(Subject to Notes 1, 2, 3 and 4 below)

**ITEM 269.100** First 100 cu. ft. (metered) or fraction…….$460.86

**ITEM 269.101** Each additional 100 cu. ft. (per 100 cu. ft.)……..$2.19

**ITEM 269.102** To provide Labor only, plus State Sales Tax, for hooking up water to Vessel and disconnecting water from Vessel for the hours 8am until 4pm Monday – Friday…….$341.59
All other hours ..... …….$361.90

**Note 1:** Compute 7-1/2 gals. Per cu. ft., or 32 cu. ft. per ton: 8-1/3 lbs. per gal., or 62.4 lbs. per cu. ft.

**Note 2:** Requests for fresh water must be given to the Alliance between 8:00 a.m. Monday and 12:00 noon Friday. If water is requested on weekends or holidays, the request must be received by the Alliance by 12:00 noon the previous business day.

**Note 3:** A minimum charge of four hundred forty seven ($460.93) will be assessed for water ordered and cancelled after hookups have been provided.

**Note 4:** Vessels shall be liable for all damages occurring to fresh water equipment used, and are expected to notify the Alliance immediately upon completion of use.

## ITEM 269.200 WATER, FRESH – PORT OF SEATTLE TERMINALS ONLY

Fresh water furnished to Vessels and other uses:
(Compute 7-1/2 gallons per cubic foot, or 32 cubic feet per short ton, 8-1/3 lbs. per gallon, or 62.4 lbs. per cubic foot)

A. Water connection by Port staff. Rate is per hook-up provided by the Port (see Note)……Per Port of Seattle Tariff Item 6120

B. Fresh Water Facility Fee when no hose or connection is provided by the Port. Rate is per vessel connecting to the Port's system per month or per terminal user per month……$32.00

C. Water rate for each 100 cubic feet of water used, in addition to charges as provided in number (A) or (B) above, will be assessed per Port of Seattle Tenant Utility Rates

D. Water Utility Maintenance and Administrative Fee per vessel per month or per terminal user per month ..... $32.00

**Note:** Water hookup rate is applicable during straight-time hours. Water hookups other than during straight-time hours are subject to this rate and, in addition, to Item 6120, Note 1. (Overtime rates of pay and minimum callouts based on applicable labor contracts.)

## ITEM 270.000 ELECTRIC CURRENT – PORT OF SEATTLE TERMINALS ONLY

Electricity will be furnished at the current rate schedule on file at Seattle City Light. Labor for installation is additional at rates named in Port of Seattle Tariff No. 5, Item 6120. If it is not possible to meter the service, the kilowatt hours of usage will be prorated and determined by the terminal.

A. Fee for electrical hookup and disconnect.....$607.00
Hookup and disconnect to be administered by Marine Maintenance personnel only. (See Note)

B. Electrical Maintenance and Administrative Fee…….$36.11 per meter per month. Covers Port of Seattle warehouses, office and retail buildings, yard/storage areas.

C. Electrical Maintenance and Administrative Fee……...$36.65 per vessel call per month. For vessels requiring shore power.

**Note:** Fee for electrical hookup and disconnect is during straight time hours. Hookups and disconnects other than during straight time hours are subject to this fee and in addition, Item 6020, Note 1 (overtime rates of pay and minimum callouts based upon applicable labor contracts).

**ITEM 272.000** **WHARFAGE**
**(A) DEFINITION:**

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

**ITEM 272.100** **WHARFAGE**
**(B) FREIGHT NOT LOADED TO VESSELS:**

When freight, in-transit, is received on wharf from railcar, truck or dray, and is not delivered to Vessel, but is loaded out again to railcar, truck or dray, full Wharfage Charges will be assessed.

**ITEM 272.200** **WHARFAGE**
**(C) LIMITATIONS:**

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

**ITEM 272.300** **WHARFAGE**
**(D) SHIP'S STORES:**

Ship's stores, dunnage used for vessel's cargo, fuel handled overside Vessel, and repair materials and supplies, when intended for Vessel's own use, consumption or repairs, all will be exempt from assessment of Wharfage unless wharf employees are required to receipt for them.

**ITEM 272.400** **WHARFAGE**
**(E) FRESH FISH:**

Fresh fish discharged from fishing Vessel at piers designated for their use, will not be subject to Wharfage.

**ITEM 272.500** **WHARFAGE**
**(F) OVERSIDE:**

Unless otherwise specified in individual commodity items, all freight loaded or discharged overside a Vessel directly to or from another Vessel, barge, lighter, raft, or to or from the water while Vessel is berthed at wharf or moored in wharf slip, will be assessed:

**ITEM 272.510** One-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

**ITEM 272.600** **WHARFAGE**
**(G) "TRANSSHIPPED" FREIGHT:**

Wharfage on cargo which is "transshipped" to a Vessel at the same Terminal at which it was received from, will be assessed on the inbound ship's manifest, and not on the outbound ship.

**ITEM 272.700** **WHARFAGE**
**(H) MINIMUM CHARGES:**

See Items 242.000–242.050.

**ITEM 272.800** **WHARFAGE**
**(I) DIRECT TRANSFER:**

See Item 218.000.

**ITEM 272.900** **WHARFAGE**
**(J) TROOP MOVEMENT:**

The Alliance/Port of Tacoma will charge $1.38 per person Wharfage for movement of troops over its Terminal Facilities and Premises. This charge will not include any Alliance -provided labor or handling; however, this does not preclude the military from carrying aboard high-security cargo.

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## SECTION 3
## SCHEDULE OF RATES – WHARFAGE, HANDLING, SERVICE AND FACILITIES (S&F), CAR LOADING/UNLOADING

| | **COMMODITY**<br>Unless otherwise specified, rates are per 1,000 kgs. | **Wharfage** | **Conventional Handling** | **S & F** | **Railcar Loading & Unloading** |
|---|---|---|---|---|---|
| ITEM 300.000 | **FREIGHT, NOS**<br>**NOS** (Not otherwise specified) | | | | |
| ITEM 300.100 | **FREIGHT, NOS**<br>**Import/Inbound Traffic**<br>Per 1,000 kgs. | $13.97 | $73.68 | **NOS**<br>See Items 303.100 thru 303.260 | $49.00 |
| ITEM 300.200 | **FREIGHT, NOS**<br>**Export/Outbound Traffic**<br>Per 1,000 kgs | $13.97 | $73.68 | **NOS**<br>See Items 303.100 thru 303.260 | $49.00 |
| ITEM 300.210 | **Note:** Ro-Ro Handling will apply for Ro-Ro vessels instead of Conventional Handling. (See Item 500.000 for Special Ro-Ro Charges.) | | | | |

| | | **Inbound** | **ITEM #** | **Outbound** | **ITEM #** |
|---|---|---|---|---|---|
| | **SERVICE & FACILITIES, NOS**<br>0-1,000 kgs. per unit | $29.19 | 303.100 | $18.43 | 303.200 |
| | 1,000-3,000 kgs. per unit | $16.78 | 303.130 | $13.91 | 303.230 |
| | 3,000 kgs. or more per unit | $11.54 | 303.150 | $11.54 | 303.250 |
| | Handled direct between Vessels and open railcars or open vehicles or water, per 1,000 kgs. | $4.85 | 303.160 | $4.85 | 303.260 |
| ITEM 306.000 | **BENTONITE CLAY**<br>Received in jumbo bags for loading unloading to shipper's pallets…… | $10.83 | $15.56 | $11.42 | $16.47 |
| ITEM 306.100 | **BENTONITE CLAY**<br>Received either in jumbo bags or on shipper's pallets…….. | $10.83 | $15.56 | $11.42 | $15.58 |
| ITEM 309.000 | **BOATS, PLEASURE**<br>**Import**, per 1,000 kgs…….. | $38.32 | M/H | $29.56 | M/H |
| ITEM 309.100 | **BOATS, PLEASURE**<br>**Export**, per Cubic Meter…….. | $3.00 | M/H | $5.06 | M/H |

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| | COMMODITY<br>Unless otherwise specified, rates are per 1,000 kgs. | Wharfage | Conventional Handling | S & F | Railcar Loading & Unloading |
|---|---|---|---|---|---|
| ITEM 312.000 | **BULK COMMODITIES**<br>Not including liquids, but including ores, ore concentrates, chemicals, fertilizers and other dry commodities: | | | | |
| ITEM 312.010 | Will be quoted by Terminal Operators | -- | -- | -- | -- |
| ITEM 312.020 | Bulk liquids, tallow & chemicals..... | $1.73 | -- | $4.30 | -- |
| ITEM 315.000 | **CHEMICALS, NOS**<br>In bags, drums, or metal:<br>(Subject to Items 127.000–127.400, 130.000–133.100) | | | | |
| ITEM 315.100 | Cans in Containers ..... | $13.97 | $66.93 | Items 303.100 thru 303.260 apply | $88.20 |
| ITEM 315.200 | Hazardous ..... | $13.97 | $66.93 | Items 303.100 thru 303.260 apply | $88.20 |
| ITEM 318.000 | **FROZEN PRODUCTS**<br>Received and delivered directly to/from ship at time of loading ..... | $10.83 | $31.77 | $14.69 | -- |
| ITEM 321.000 | **FRUITS, Viz**<br>Fresh, NOS, in boxes, cartons or crates.....<br>**Note:** Applies directly to/from ship unless chill facility is activated at additional expense | $10.18 | $35.72 | Items 303.100 thru 303.260 apply | -- |
| ITEM 324.000 | **HOUSES OR BUILDINGS, MODULES**<br>Fabricated, KD or in Flat Sections... | $11.89 | $17.45 | $11.69 | $35.00 |
| ITEM 327.000 | **LOGS, Viz**<br>Logs, Bolts, or Peelers per 1,000 FBM, Scribner Scale –<br>Between vessel and dock | $12.65 | M/H | $10.27 | M/H |
| ITEM 327.100 | Ex-Water…… | $5.89 | -- | $4.72 | -- |

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| | **COMMODITY**<br>Unless otherwise specified, rates are per 1,000 kgs. | **Wharfage** | **Conventional Handling** | **S & F** | **Railcar Loading & Unloading** |
|---|---|---|---|---|---|
| **ITEM 330.000** | **LUMBER/LUMBER PRODUCTS:**<br>Lumber, per 1,000 FBM: | | | | |
| **ITEM 330.010** | NOS……See Note below | $7.93 | $25.87 | $17.24 | $40.95 |
| **ITEM 330.100** | Arriving by flat car / centerbeam car, including unlashing and relashing of centerbeam cars..... | $7.93 | $25.87 | $7.79 | $12.88 |
| **ITEM 330.200** | Piling, Poles, Posts or Cants per 1,000 FBM (Brereton Scale)……. | $7.93 | M/H | $7.79 | M/H |
| **ITEM 330.300** | Plywood, Veneered Wood, or Wood Hardboard, per 1000 kg……. | $7.53 | $23.38 | $16.33 | $57.80 |
| **ITEM 330.400** | **Note:**<br>Small Lot Fee: A charge of $100 will be assessed against inbound lumber for bills of lading below 20 metric tons.<br>**Note:**<br>When Hardwood Lumber or Logs are manifested per weight, the following ratios will be used to determine the FBM:<br>Lumber – 3.5 lbs. per FBM<br>Logs – 4.5 lbs. per FBM<br><br>When Hardwood Lumber or Softwood Lumber is manifested per cbm, the following ratio will be used to determine the FBM:<br>2.36 cbm per MFBM | | | | |

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| | COMMODITY<br>Unless otherwise specified, rates are per 1,000 kgs. | Wharfage | Conventional Handling | S & F | Railcar Loading & Unloading |
|---|---|---|---|---|---|
| ITEM 333.000 | MACHINERY, FARM AND CONSTRUCTION EQUPMENT:<br>Machinery, Farm and Construction Equipment and parts, non-drivable NOS up to 24,000 kgs per unit..... | $14.26 | $24.19 | $12.55 | See Note |
| ITEM 333.100 | Farm and Construction Equipment, Assembled and drivable up to 24,000 kgs per unit ..... | $14.26 | $24.19 | $8.89 | See Note |
| ITEM 333.200 | Farm and Construction Equipment and parts, drivable and non-drivable, units weight 24,000 kgs and over..... | $14.26 | $19.06 | $8.89 | See Note |
| ITEM 333.300 | Direct Load and Discharge between Truck/Railcar and Ship .... | $14.26 | N/A | $4.85 | See Note |
| ITEM 333.400 | Machinery, Ro-Ro Cargo…….. | $14.26 | $8.17 | $8.89 | See Note |
| | Note:<br>When Direct Loaded/Discharged between ship and railcar, Man-Hours and Equipment apply for lashing/unlashing. (See Items 400.000 and 227.030–227.150.) No Railcar Loading/Unloading Charges apply | | | | |
| ITEM 333.500 | Machinery, Ro-Ro Cargo Discharged at Blair Terminal or Terminal 7 with Automobiles | $0.25 | See item 400.000 | N/A | N/A |
| | Note:<br>When discharged with automobiles delivered to Marshall Ave. or Taylor Way auto facilities, Man-Hours and Truck Loading Fees and Man-Hour rates for receipt/release of cargo will be assessed to the Ocean Carrier. (See Items 239.000 and 400.000). If another party is responsible for payment, then the NWSA will require a written agreement from the responsible party with the necessary details to correctly invoice, prior to vessel arrival. | | | | |

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| | | |
|---|---|---|
| **ITEM 336.000** | **MACHINERY, RAILCAR LOADING/UNLOADING**<br>Upon request, the Terminal Operator will transfer vehicles or machinery to or from rail flatcars, to or from the wharf within reach of heavy lift cranes. Contact the Alliance Director, Business Development, Non-Container & Commercial Strategy for rates applying to unit trains in excess of 20 rail cars. Charges are: | |
| **ITEM 336.100** | A. Drivable rubber-tired vehicles, farm and construction equipment loaded/unloaded with railcar ramp: **$8.51 per 1,000 kgs:**<br><br>Unloading, including removing lashing.....<br>Loading, not including lashing and securing ..... | Minimum charge per car<br><br><br>$414.08 per car<br>$369.16 per car |
| **ITEM 336.200** | B. Drivable, tracked vehicles, farm and construction equipment loaded/unloaded with railcar ramp: **$10.04 per 1,000 kgs:**<br><br>Unloading, including removing lashing.....<br>Loading, not including lashing and securing ..... | Minimum charge per car<br><br><br>$469.99 per car<br>$426.36 per car |
| **ITEM 336.300** | C. Loading/unloading mixed car of both drivable equipment and skidded equipment per car:<br><br>Unloading, including lashing and securing.....<br>Loading, not including lashing and securing ..... | <br><br><br>$721.49 per car<br>$676.50 per car |
| **ITEM 336.400** | D. Loading/unloading car of skidded equipment / machinery using top picks:<br><br>Unloading, including removing lashing.....<br>Loading, not including lashing and securing ..... | <br><br><br>$839.53 per car<br>$794.54 per car |
| **ITEM 336.500** | E. Loading/unloading of skidded machinery requiring the use of equipment, such as mobile crane(s), hired from outside commercial leasing company, will be charged:<br><br>Cost of Equipment Rental, plus fifteen percent (15%), plus State Sales Tax. | |
| **ITEM 336.510** | Man-Hours at Tariff Rates (See Item 400.000) | |
| **ITEM 336.520** | Alliance Equipment Rental per Items 227.030–227.150. | |
| **ITEM 336.530** | Materials at Cost, plus fifteen percent (15%), plus State Sales Tax, if applicable. (See Item 209.100) | |

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| | **COMMODITY**<br>Unless otherwise specified, rates are per 1,000 kgs. | **Wharfage** | **Conventional Handling** | **S & F** | **Railcar Loading & Unloading** |
|---|---|---|---|---|---|
| **ITEM 339.000** | **METALS – ALUMINUM, COPPER, STEEL, ZINC**<br>Metals, NOS,<br>Weighing 0 – 999 kgs. per unit..... | $13.80 | $42.33 | $12.05 | $30.08 |
| **ITEM 339.100** | Metals,<br>1,000-1,999 kgs. per unit. ..... | $13.80 | $18.61 | $12.05 | $30.08 |
| **ITEM 339.200** | Metals,<br>2,000-2,999 kgs. per unit ..... | $13.80 | $15.64 | $12.05 | $30.08 |
| **ITEM 339.300** | Metals,<br>3,000 kgs. and over per unit..... | $13.80 | $12.73 | $12.05 | $30.08 |
| **ITEM 339.400** | **Note:** Small Lots Fee: A charge of $100 will be assessed against inbound metals for bills of lading below 20 metric tons. | | | | |
| **ITEM 342.000** | **PAPER/PAPER PRODUCTS**<br>NOS..... | $7.20 | $35.70 | $8.00 | $40.38 |
| **ITEM 342.100** | Scrap or wastepaper or pulpboard, in machine-pressed bales ..... | $7.20 | $31.95 | $9.46 | $36.63 |
| **ITEM 345.000** | **PULP**<br>Paper/wood (except screenings, tailings, or wetlaps), compressed bales when received unitized for forklift handling:<br>0-1,000 tons per Vessel ..... | $4.98 | $24.01 | $7.32 | $20.68 |
| **ITEM 345.100** | 1,000 tons or over..... | $4.98 | $18.46 | $7.32 | $20.68 |
| **ITEM 348.000** | **TALC**<br>Received in jumbo bags for loading / unloading to shipper's pallets..... | $10.83 | $15.55 | $11.42 | $16.47 |
| **ITEM 348.100** | Received either in jumbo bags or on shipper's pallets ..... | $10.83 | $15.55 | $11.42 | $15.58 |
| **ITEM 351.000** | **TIRES**<br>2,000 kgs. or more each unit, unitized for forklift handling ..... | $10.83 | $24.65 | $10.00 | $50.21 |

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| | COMMODITY<br>Unless otherwise specified, rates are per 1,000 kgs. | Wharfage | Conventional Handling | S & F | Railcar Loading & Unloading |
|---|---|---|---|---|---|
| **ITEM 354.000** | **GOVERNMENT AND/OR MILITARY VEHICLES/ROAD CONSTRUCTION EQUIPMENT:**<br>Unboxed/Set Up on wheels and/or Tracks<br>0 to 10,000MT per PMA calendar year..... | $29.08 | M/H | Items 303.100 thru 303.260 apply | M/H |
| **ITEM 354.100** | 10,000MT to 20,000MT per PMA calendar year..... | $21.47 | M/H | Items 303.100 thru 303.260 apply | M/H |
| **ITEM 354.200** | 20,000MT and over per PMA calendar year..... | $15.13 | M/H | Items 303.100 thru 303.260 apply | M/H |
| **ITEM 357.000** | **USDA TITLE II**<br>In USDA sponsored cargo, the following rates will apply:<br>(See Notes 1 & 2 below) | | | | |
| **ITEM 357.010** | Bagged Grain and Grain Products, Processed or Unprocessed..... | $7.40 | -- | -- | -- |
| **ITEM 357.020** | Dairy Products, non-refrigerated .... | $7.40 | -- | -- | -- |
| **ITEM 357.030** | Flour ..... | $7.40 | -- | -- | -- |
| **ITEM 357.040** | Peas, Beans and Lentils ..... | $7.40 | -- | -- | - |
| | **Note 1:**<br>Only Car Loading and Wharfage are applicable to USDA Title II PL480 shipments. Other charges are billed to the ocean carrier.<br><br>**Note 2:**<br>Contact the Alliance Director, Business Development, Non-Container & Commercial Strategy for other rates. | | | | |

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| | **COMMODITY**<br>Unless otherwise specified, rates are per 1,000 kgs. | **Wharfage** | **Conventional Handling** | **S & F** | **Railcar Loading & Unloading** |
|---|---|---|---|---|---|
| **ITEM 360.000** | **VEHICLES, Viz**<br>NOS ..... | $27.13<br>(*2) | $42.00<br>(*2) | Items 303.100 thru 303.260 apply | $102.43<br>(*2) |
| **ITEM 360.050** | Vehicles, Non-Traditional for water or air (i.e. helicopter, sailplanes).....<br>**Note:**<br>Contact The Northwest Seaport Alliance | See Note | See Note | See Note | See Note |
| **ITEM 360.100** | Automobiles, NOS<br>Including POV's (privately owned vehicles), custom vans ..... | $13.33<br>(*1) | $28.13<br>(*2) | $18.82<br>(*2) | $56.55<br>(*2) |
| **ITEM 360.150** | Automobile Transshipment at Port Operated Terminals: Ocean Carriers discharging automobiles to a port operated terminal for temporary storage and load back on to a future vessel of the same shipping line will be assessed the following rates:<br><br>Inbound Segment: | $13.33<br>(*1) | $8.17<br>(*2) | $18.82<br>(*2) | See Note |
| **ITEM 360.155** | Outbound Segment: | $6.67<br>(*1) | $4.09<br>(*2) | $9.41<br>(*2) | See Note |
| | **Note:**<br>Two weeks advance written notice to the NWSA Operations department must be given prior to vessel arrival. The Operations department will review and decide whether or not the NWSA can accommodate a transshipment request. Storage Rates per item 260.500 of tariff #300 will apply.<br><br>The following information must be included:<br>• Make/model<br>• weight/dims<br>• # of units<br>• anticipated storage time at terminal | | | | |

| | **COMMODITY**<br>Unless otherwise specified, rates are per 1,000 kgs. | **Wharfage** | **Conventional Handling** | **S & F** | **Railcar Loading & Unloading** |
|---|---|---|---|---|---|
| **ITEM 360.200** | Automobiles, discharged from/loaded to auto carrier. Wharfage rates based on volume per individual import/vehicle, export account per calendar year, standard 30 day dwell capacity; (A): 1 - 40,000..... | $11.98 (*1) | -- | $17.72 (*2) | -- |
| **ITEM 360.210** | 40,001 - 60,000..... | $9.64 (*1) | -- | $17.72 (*2) | -- |
| **ITEM 360.215** | 60,001 - 80,000..... | $9.04 (*1) | -- | $17.72 (*2) | -- |
| **ITEM 360.220** | 80,001 and up..... | $8.45 (*1) | -- | $17.72 (*2) | -- |
| **ITEM 360.225** | Automobile Transshipment through Marshall Ave. or Taylor Way Auto Facilities: Ocean Carriers discharging automobiles for temporary storage and load back on to a future vessel of the same shipping line will be assessed the following rates:<br>Inbound Segment: | Rates per Items 360.200 – 360.220 | | | See Note |
| | Outbound Segment: | Rates will apply at 50% of Items 360.200 – 360.220 | | | See Note |
| | **Note:**<br>Two weeks advance written notice to the NWSA Operations department must be given prior to vessel arrival. The Operations department will review and decide whether or not the NWSA can accommodate a transshipment request. Storage Rates per item 260.500 of tariff #300 will apply.<br><br>The following information must be included:<br>• Make/model<br>• weight/dims<br>• # of units<br>• anticipated storage time at terminal | | | | |
| **ITEM 360.230** | Surcharge for automobiles discharged from/loaded to auto carrier, utilizing Lot M and/or Lot Q at E 11th St and Milwaukee Way. | -- | -- | $2.12 (*1) | -- |
| | **(*1):**<br>Per Vehicle<br>**(*2):**<br>Per 1,000 kgs.<br>**(A):**<br>Dwell capacity and space allocation are subject to agreement between the Alliance/Ports and the Alliance/Ports' Auto Processor | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **ITEM 360.240** | Automobiles using either the Marshall Avenue or Taylor Way Auto Facility which arrive by water at a non-NWSA Port or Terminal where traditional tariff fees (Wharfage/Dockage/Service and Facilities Fees) cannot be charged, will be assessed a per unit fee. | -- | -- | $42.49 | -- |
| **ITEM 360.250** | **Ro-Ro Cargo Working at Pierce County Terminal**<br><br>Ro-Ro Carriers berthing at Pierce County Terminal with automobiles for either the Marshall Ave. Auto Terminal or the Taylor Way Auto Terminal will be responsible for security costs to open the terminal gates. This may include PCT security costs, as well as Port of Tacoma security costs. | | | | |
| **ITEM 360.251** | **Ro-Ro Cargo Transiting Pierce County Terminal**<br><br>Ro-Ro Carriers with cargo required to move from the East Blair One Terminal to the Marshall Ave. Auto Terminal, or from the Blair Terminal to the Taylor Way Auto Terminal through Pierce County Terminal will be responsible for Port and Pierce County Terminal Security Charges when applicable. | | | | |
| **ITEM 363.000** | **WINDMILLS, Knocked Down**<br>Liftable by Alliance forklifts, top picks or straddle carriers ..... | $13.90 | See Note | $12.27 | See Note |
| | **Note:** Please contact The Northwest Seaport Alliance | | | | |
| **ITEM 365.000** | **FISH AND SEAFOODS**<br>(Subject to Note)<br>Fresh or Frozen, in packages or loose, per 1000 kg..... | $13.50 | -- | -- | -- |
| | Fish meal, inedible, packages, per 1000 kg..... | $3.42 | -- | -- | -- |
| | **Note:**<br>**Product discharged at Alliance** Terminals and subsequently moved to cold storage facilities on property owned by the Ports and operated by the Alliance for storage or processing shall be discounted ten percent (10%) of the wharfage rate, except for fish meal which is subject to the full wharfage rate. | | | | |

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## SECTION 4
## SCHEDULE OF MAN-HOUR RATES

### ITEM 400.000 - SCHEDULE OF MAN HOUR RATES

| **Description** See Occupation Codes | **1st Shift Man-Hour Rate Straight Time** | **1st Shift Overtime Man-Hour Rate Differential** | **1st Shift Weekend & Holiday Man-Hour Rate Differential** |
|---|---|---|---|
| Basic Longshore | $125.45 | $35.51 | $35.51 |
| Longshore Skill I | $129.36 | $37.46 | $37.46 |
| Longshore Skill II | $133.07 | $39.30 | $39.30 |
| Longshore Skill III | $134.91 | $40.23 | $40.23 |
| Basic Clerk | $125.45 | $35.51 | $35.51 |
| Clerk Skill I | $129.36 | $37.46 | $37.46 |
| Clerk Skill II | $133.07 | $39.30 | $39.30 |
| Foreman | $157.17 | $50.18 | $50.18 |

| **Description** See Occupation Codes | **2nd Shift Man-Hour Rate Straight Time** | **2nd Shift Differential** | **2nd Shift Overtime Man-Hour Rate Differential** | **2nd Shift Weekend & Holiday Man-Hour Rate Differential** |
|---|---|---|---|---|
| Basic Longshore | $149.12 | $23.67 | $11.84 | $11.84 |
| Longshore Skill I | $154.34 | $24.98 | $12.48 | $12.48 |
| Longshore Skill II | $159.27 | $26.21 | $13.10 | $13.10 |
| Longshore Skill III | $161.73 | $26.82 | $13.41 | $13.41 |
| Basic Clerk | $149.12 | $23.67 | $11.84 | $11.84 |
| Clerk Skill I | $154.34 | $24.98 | $12.48 | $12.48 |
| Clerk Skill II | $159.27 | $26.21 | $13.10 | $13.10 |
| Foreman | $190.62 | $33.45 | $16.73 | $16.73 |

| **Description** See Occupation Codes | **3rd Shift Man-Hour Rate Straight Time** | **3rd Shift Differential** | **3rd Shift Overtime Man-Hour Rate Differential** | **3rd Shift Weekend & Holiday Man-Hour Rate Differential** |
|---|---|---|---|---|
| Basic Longshore | $168.03 | $42.59 | $14.19 | $14.19 |
| Longshore Skill I | $174.30 | $44.94 | $14.99 | $14.99 |
| Longshore Skill II | $180.24 | $47.18 | $15.72 | $15.72 |
| Longshore Skill III | $183.18 | $48.27 | $16.08 | $16.08 |
| Basic Clerk | $168.03 | $42.59 | $14.19 | $14.19 |
| Clerk Skill I | $174.30 | $44.94 | $14.99 | $14.99 |
| Clerk Skill II | $180.24 | $47.18 | $15.72 | $15.72 |
| Foreman | $217.37 | $60.20 | $20.09 | $20.09 |

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## OCCUPATION CODES

Basic Longshore
005 Longshoreman/Dockman
007 Holdman
009 Lasher

Longshore Skill I
029 Lift Driver
037 Utility Lift Driver

Longshore Skill II
055 Heavy Lift
085/088 Crane Operator
447 Welder

Longshore Skill III
062 Top Handler/Side Pick
093 Strad Driver
095 Top Handler/Port Packer

Basic Clerk
100 Basic Clerk - Ship
101 Basic Clerk - Dock

Clerk Skill I
103 Dock Supervisor
108 Registered Clerk - Ship
109 Registered Clerk - Dock

Clerk Skill II
106 Chief Supervisor
116 Yard Directing Supervisor (Computer)

Foreman
129 Foreman/WB Dock

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## SECTION 5
## ROLL-ON & ROLL-OFF VESSELS (RO-RO VESSELS)

**ITEM 500.000** **ROLL-ON AND ROLL-OFF VESSEL CHARGES**

Special Terminal Charges for coordinating cargo for assembly and delivery to/ex Ro-Ro Vessels, where handling is performed by Vessel's stevedoring company:

NOS, Per 1,000 kgs ..... $8.17

**ITEM 500.001** NOS, Per 1,000 FBM ..... $5.43

**ITEM 500.002** NOS, Per container 20 ft. to 50 ft……$20.59

Roll-on and Roll-off charges apply only on cargo to and from Ro-Ro vessels. When the Alliance provided terminal handling for conventional Vessels for drivable cargo, conventional handling charges apply.

## SECTION 6
## CONTAINERIZED CARGO
## DEFINITIONS, REGULATIONS AND SCHEDULE OF CHARGES

Specific Rules, Regulations and Definitions in this Section take Precedence over General Rules, Regulations and Definitions in other Sections of this Tariff.

**ITEM 600.000** **ADVANCED BOOKING**

All shipments handled under provisions in this Section, must be booked with ocean carrier prior to delivery to Port of Tacoma/Alliance Terminal 7A, and such booking must be made sufficiently in advance to permit services to be accomplished during the regular working day.

**ITEM 603.000** **BLOCKING/BRACING/SECURING**

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

**ITEM 606.000** **CHASSIS INTERCHANGE AND/OR INSPECTION**

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

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

C. Chassis Interchange Charge is……..$37.34 per chassis

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## ITEM 609.000 CONTAINER

The term “Container” means:

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

B. Containers will have construction, fittings and fastenings compatible with lift beams and able to withstand, without permanent distortion, all of the stresses that may be applied by container lifting and handling equipment.

## ITEM 612.000 CONTAINER FREIGHT STATION (CFS)

A. The location or locations designated by the vessel for the receiving and delivery of shipments, vanning/devanning cargo to/from containers.

B. Additional charges may be assessed.

## ITEM 615.000 CONTAINER STATUS LOCATION REPORT

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

## ITEM 618.000 CONTAINER YARD (CY)

The location or locations designated where:

A. Containers in-transit between Vessel and inland carrier are temporarily held or assembled, and

B. Loaded or empty containers are received from or delivered to inland carriers.

C. Port of Tacoma Terminal 7A is a Container Yard (CY).

## ITEM 621.000 COST PLUS APPLICATION

Unless otherwise provided with 24 hour notice option, on a case by case basis, Man-Hour Rates, plus charges for Equipment Rental, as may be required to perform the operation or function, will be charged for making arrangements and providing services not specifically described in this Tariff. Charges for Materials furnished in connection with services will be assessed at Actual Cost plus fifteen percent (15%), plus State Sales Tax. This is subject to the provisions in Items 212.000–212.100, 227.030–227.150 and 400.000

EXAMPLES OF MAN-HOUR SERVICES:

A. Vanning, devanning and transloading flatracks, over dimension, overweight and damaged containers.

B. Dunnaging, bracing and lashing/unlashing.

C. Other services requested, for which rates are not specified.

## ITEM 624.000 FLATRACKS AND OPEN-TOP CONTAINERS

When cargo is loaded to or unloaded from flatracks and open-top containers, the container loading, unloading, blocking and bracing, will be included and charged as:

Man-Hours per Item 400.000, Equipment per Items 227.030–227.150, and Materials, plus fifteen percent (15%), plus State Sales Tax.

## ITEM 625.000 HAZARDOUS MATERIALS SURCHARGE

When the Alliance is asked to handle Hazardous Materials, charges will be one-hundred and fifty percent (150%) of applicable charges including Gate, Devan, Van, Dray, Interpier Move, Steam Cleaning Arrangements, and Storage.

## ITEM 627.000 INFORMATION TO BE SCHEDULED

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

**For Import:** Vessel Manifest, five (5) days prior to arrival.
**For Export:** Vessel Manifest, within five (5) days of departure.
**Dangerous Cargo List**: Prior to arrival.
**Reefer Container List:** Prior to arrival.

## ITEM 628.000 MANUAL INPUT FOR NORTH INTERMODAL YARD CONTAINERS

If the Alliance is required to manually key data into the Intermodal Terminal Operating System to facilitate electronic data interchange with the railroads and the Steamship line,
a charge will be assessed…….. $33.21 per container

Data must be submitted via FTP to a secure Alliance internet address using ASCII X-12 standard EDI set 715.

Data sets must be sent to the Alliance six (6) hours prior to desired loading of containers to railcars in order to facilitate proper railcar load planning

during normal business hours (Monday-Friday, 8:00 a.m. – 5:00 p.m.), weekends and non-working holidays excluded. Please contact the Alliance/Port of Tacoma IT Department for details on implementing this requirement at (253) 428-8660 Monday-Friday from 8:00 a.m. to 5:00 p.m. on regular business days.

**ITEM 630.000 LOSS OR DAMAGE, CONTAINERS AND CONTAINERIZED CARGO**

In performing the services covered by this Tariff, the Ports and/or Alliance will accept responsibility for loss or damage to containers and containerized cargo when caused by its employees or others retained by the Alliance and or Ports to accomplish the services or functions herein contained. The Vessel shall, by acceptance of the services or by Clause of Agreement, extend its limits of liability coverage as contained in its Bills of Lading or Contracts of Affreightment to the Alliance and Ports for cargo lost or damaged.

The Vessel shall extend its liability to the Alliance and Ports in cases only where the Alliance is operating the terminal and acting as the Vessel's agent. This shall not be construed to limit the liability of the Ports and or Alliance in any manner whatsoever, when it/they is negligent for losses or damages.

The Alliance and Ports will not accept responsibility for concealed damage or loss, nor for the condition of contents of damaged containers when received in that condition from Vessel or inland carrier.

**ITEM 636.000 OTHER SERVICES**

**ITEM 636.010** A. Applying or removing placards…….$68.21 per unit

**ITEM 636.020** B. Moving containers between Terminal 7A and Terminal 7D or Terminal 4, Round trip…….……..……$111.46 per unit

**ITEM 636.025** C. Moving containers which are out of gauge flat racks, out of gauge open tops and/or damaged, between Port of Tacoma Terminal 7A and Terminal 7D, or Terminal 4:

Round trip..... $289.89 per container
One way ..... $144.96 per container

**ITEM 642.000 REFRIGERATED CONTAINER MONITORING – TEMPERATURE CHECKS**

TERMINAL AREAS:

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

For Free Time period, (see Item 657.000), a one-time fee of ……$114.93

**ITEM 642.001** After Free Time, per day, per container……$17.61

**ITEM 645.000** **REHANDLING**

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

A. Rehandling which results from requests by the Vessel or container owner after completion of the planned layout of containers and chassis in CY, or planned sequence of containers for stowage onboard Vessel. If any such request requires the additional handling of containers in order to deliver or receive any container out of planned sequence of the CY or stowage plan, the Vessel or owner shall be subject to the charge of Rehandling.

B. Container shifted to another location in the CY or Container Holding Area at the Vessel's or owner's request and convenience, including the movement of containers in and out of any container inventory maintained by the Vessel or owner for other than direct delivery to Vessel or inland conveyance.

C. The Rehandling Charge is .... $87.13 per container

**ITEM 648.000** **SERVICES PERFORMED ON FIRST SHIFT BASIS**

Services performed at hours other than the first (1st) shift weekday will be subject to charges provided in Item 400.000.

**ITEM 651.000** **SERVICES PERFORMED FOR OCEAN CARRIER**

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

**ITEM 654.000** **SPECIAL RATES**

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

**ITEM 657.000** **STORAGE**

FREE TIME PERIODS

Import Containers..... 5 days
Export Containers..... 10 days
Containers arrived at North Intermodal Yard
with Unknown Destination ..... 5 days

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

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

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

**STORAGE PER DAY**

| Unit Size | Minimum Billing | Container Only | Chassis Only | Chassis with Container Mounted Thereon |
|---|---|---|---|---|
| Up to 7 Meters (20 ft.) | $84.40 | ITEM 657.010<br>$10.70 | ITEM 657.011<br>$21.55 | ITEM 657.012<br>$21.55 |
| 7-13 Meters (40 ft.) | $84.40 | ITEM 657.020<br>$21.55 | ITEM 657.021<br>$21.55 | ITEM 657.022<br>$21.55 |
| Over 13 Meters (45+ ft.) | $84.40 | ITEM 657.030<br>$21.55 | ITEM 657.031<br>$21.55 | ITEM 657.032<br>$21.55 |

**ITEM 660.000** **SUBSORTING**

When sorting beyond Bill of Lading mark is required, an additional charge on the entire Bill of Lading will be applied, per 1,000 kgs. of……..$22.36

**ITEM 663.000** **TERMINAL CHARGES FOR CONTAINERS**

CONTAINERS LOADED OR EMPTY, WHEN RECEIVED FROM OR DELIVERED TO WATER CARRIERS: (See Item 609.000)

Containers to and from Vessels are charged Wharfage, Handling and Gate.

**ITEM 663.010** **WHARFAGE RATE:**

$57.57 Per TEU or:

| Container Length | Wharfage Charge |
|---|---|
| Up to 7 meters (20 ft.) | $57.57 |
| 7-13 meters (40 ft.) | $115.14 |
| Over 13 meters (45+ ft.) | $129.53 |

**ITEM 663.020**

**ITEM 663.030**

**ITEM 666.000** **GATE CHARGES/INTERMODAL GATE CHARGES**

Includes service related to receipt, delivery, checking, care, custody, and control of intact containers required in the transfer of containers between container yard and shippers, consignees, their agents or connecting carriers.

**ITEM 666.001** Loaded or empty containers, all sizes: (See fuel surcharge ADDENDUM)

Handling between inland conveyance and Container Yard, or moved through the gate of an Alliance - operated Terminal.

When applied to Alliance/Port of Tacoma Terminal 7A, one (1) gate will be assessed per container…… $90.04 per container

**Note:** When a gate is the only charge, minimum invoice rate applies. See Item 242.050.

**ITEM 666.010** **NORTH INTERMODAL YARD**

Loaded or empty containers, all sizes: (See fuel surcharge ADDENDUM)

Lift charge in North Intermodal Yard for leased Container terminals ……. $78.50 per container

**ITEM 666.020** **SOUTH INTERMODAL YARD**

The Alliance acts as an agent for the BNSF and UP Railroads in the South Intermodal Yard, including train planning, staging containers, inspecting cars, pumping air brakes, and lifting containers on and off railcars. The lift charge for this service applies to loaded or empty containers and trailers of all sizes. The charges for such services will be assessed directly to the Union Pacific, unless otherwise provided. The charge for BNSF customers (Steamship Lines) will be invoiced directly to the Steamship Lines for the lift fee performed at the South Intermodal Yard.

Loaded or empty container and trailers……..$78.50 per container or trailer, all sizes

**ITEM 666.030** The facility fee for the BNSF customers at the South Intermodal Yard will be $28.50 per lift, and will be invoiced directly to the BNSF.

**ITEM 669.000** **HANDLING RATES**

Loaded or empty containers, all sizes: Handling between Container Yard and ship's tackle..... $91.15 per container

**Note:** On full containership vessels of cellular type and configuration offering more than 200 TEU's per vessel call, and when this function is not performed by the Alliance, this rate does not apply.

**ITEM 669.010** **FACILITY CHARGE**

Loaded or empty containers handled in the Hyundai Intermodal Yard, North Intermodal Yard, the South Intermodal Yard or the Pierce County Terminal Intermodal Yard. The mainline railroad will be assessed facility charge……..$27.50 per container

**ITEM 669.012** This item will be applied on a per container basis, at the current facility fee rate at the time the invoice is prepared, to any shortfall for steamship lines or Terminal Operators having a lease with the Alliance/Port of Tacoma when the Intermodal Minimum Guarantee or Minimum Volume Guarantee is not fulfilled in any given lease year……$27.50 per container

**ITEM 669.020** Loaded or empty containers through Northwest Container Services (NWCS) handled in the Hyundai Intermodal Yard, North Intermodal Yard, the South Intermodal Yard or the Pierce County Terminal Intermodal Yard, for intermodal rail containers with origin/destinations points within a four hundred (400) mile radius of the Port of Tacoma and moving through an Alliance/ Port of Tacoma Terminal Facility will be assessed a facility charge……$15.25 per container

Class-1 short-haul rail service will be subject to Item 669.010.

**ITEM 681.010 VANNING/DEVANNING/TRANSLOADING CARGO IN CONTAINERS**

The Alliance does not offer this service at Terminal 7.

## SECTION 7
## TERMINAL 5 INTERMIM USE
## RULES, REGULATIONS AND RATES

**ITEM 700.000 TERMINAL 5 – INTERMODAL YARD (IY) USE AND RATES (Subject to Notes a-h)**

| Intermodal Rail Tracks Available for Rent | Useable Lineal Feet per Track | Rent per Week per Track (a) | Common User Switching Track |
|---|---|---|---|
| 1 to 6 Tracks | 3,100' each | $11,000 | Included for access |

**Notes:**

A. **Washington State Leasehold Excise Tax** – Will be assessed for entire period, if rental periods are 30 days or more.
B. **Track Use and Assignment** – User must declare to the Alliance in advance its interest in the quantity of Intermodal Yard storage tracks and duration of use; Alliance will assign User storage tracks in its sole determination. Rental shall be in 3,100 lineal foot track increments only, no partial track rentals.
C. **Declared Rental Period** – Shall commence at the start of the Declared Rental Period, or earlier occupancy of storage track, and conclude at the end of the Declared Rental Period. Rental Periods will not be pro-rated.
D. **Hold Over** – If Premises are not vacated by the end of the Declared Rental Period, the Rent per Week Rate will be applied until vacated, and will not be pro-rated. The Alliance retains the right during Hold Over to remove User's effects from Intermodal Yard at User's expense.
E. **Stormwater Management** – User agrees to cooperate with the Alliance in addressing, at User's sole expense, any identified or perceived stormwater management compliance concerns related to User's operations within User's assigned Intermodal Yard Area.
F. **Water Dependent Use** – Intermodal Yard use is reserved for water-dependent activities.
G. **Common User Switching Track** – Rates include use of the switching track for arrival/departure of locomotives associated with storage track use.
H. **Rail Switching** - User responsible for all rail switching arrangements and associated costs.

**ITEM 700.100** **TERMINAL 5 – DOCKAGE RATES AND CHARGES (Subject to Notes a-d)**

Dockage at Terminal 5 shall be subject to ITEM 224.000

**Notes:**

A. Washington State Leasehold Excise Tax – will be assessed for entire period if continuously berthed for 30 days or more.
B. All cargo, gear, equipment, dunnage and refuse shall not be permitted on wharf prior to 24 hours before estimated time of Vessel arrival, and must be entirely cleared from wharf within 24 hours of Vessel departure. In the event the wharf is so utilized more than 24 hours prior to or following Vessel ETA or departure, Dockage Rates and Charges will be assessed in 24-hour increments until such time the wharf is so cleared.
C. Dockage at Terminal 5 will NOT be subject to: SECTION ONE, PART 2, ITEM 100.000 – AD VALOREM CHARGES SECTIONS TWO, THREE, FIVE AND SIX – WHARFAGE, HANDLING, SERVICE AND FACILITIES, AND CAR LOADING/UNLOADING CHARGES
D. Unless the User is paying service and facilities charges under Section 8, the Alliance is not taking responsibility for receipt, delivery, checking, care, custody or control of User's cargo.

**ITEM 700.110** **TERMINAL 5 – DOCKAGE RATES AND CHARGES SUBJECT TO SEVEN (7) CONSECUTIVE DAY MINIMUM (Subject to Notes a-e)**

**Overall Length of Vessels or Barges in Feet**

| Over: | But Not Over: | Rate per Lineal Meter per 24-hour day (min. seven consecutive days): |
|---|---|---|
| 0 | 107 | $2.25 |
| 107 | 160 | $2.30 |
| 160 | 206 | $2.40 |
| 206 | 290 | $2.50 |
| 290 | And over 290 | $3.00 |

**Notes:**

A. Washington State Leasehold Excise Tax – will be assessed for entire period if continuously berthed for 30 days or more.
B. All cargo, gear, equipment, dunnage and refuse shall not be permitted on wharf prior to 24 hours before estimated time of Vessel arrival, and must be entirely cleared from wharf within 24 hours of Vessel departure. In the event the wharf is so utilized more than 24 hours prior to or following Vessel ETA or departure, Dockage Rates and Charges will be assessed in 24-hour increments until such time the wharf is so cleared.
C. Dockage at Terminal 5 will NOT be subject to: SECTION ONE, PART 2, ITEM 100.000 – AD VALOREM CHARGES SECTIONS TWO, THREE, FIVE AND SIX – WHARFAGE, HANDLING,

SERVICE AND FACILITIES, AND CAR LOADING/UNLOADING CHARGES

D. Unless the User is paying service and facilities charges under Section 8, the Alliance is not taking responsibility for receipt, delivery, checking, care, custody or control of User's cargo.
E. Charges subject to seven (7) consecutive day minimum.

## ITEM 700.200 TERMINAL 5 – YARD AREA RENTAL RATES AND CHARGES (Subject to Notes a-h)

Yard area at Terminal 5 will be made available for cargoes that arrive and/or depart by Vessel from Terminal 5, subject to a 10-acre minimum, for periods in one month increments at a rate of $10,000 per acre, per month, viz.:

| Acres | Rate per Month | Stormwater Management Fee @ $350/Acre/Mo | Landside Perimeter Security Fee @ $200/Acre/Mo | Total Rate per Month (a) |
|---|---|---|---|---|
| 10 Acre Minimum | $100,000 | $3,500 | $2,000 | $105,500 |
| Each additional acre | $10,000 | $350 | $200 | $10,550 |

**Notes:**

A. **Washington State Leasehold Excise Tax** – Will be assessed for the entire period, if rental periods are 30 days or more.
B. **Yard Area Use and Assignment** – Use is limited to storage, staging, packaging and assembly of cargoes for transit; Alliance will assign User Yard Area in its sole determination. Rental shall be in one-acre increments only, subject to a 10-acre minimum, no partial acre rentals.
C. **Declared Rental Period** – Shall commence at the start of the Declared Rental Period, or earlier occupancy of yard area, and conclude at the end of the Declared Rental Period. Rental Periods will not be pro-rated.
D. **Hold Over** – If Premises are not vacated by the end of the Declared Rental Period, the Rent per Month Rate will be applied until vacated, and will not be pro-rated. The Alliance retains the right during Hold Over to remove User's effects from Yard Area at User's expense.
E. **Stormwater Management** – User agrees to cooperate with the Alliance in addressing any identified or perceived stormwater management compliance concerns related to User's operations within User's assigned Yard Area at User's sole expense. No cargoes shall be stored over any stormwater catch basins and all catch basins shall be accessible to the Alliance to service,

inspect, sample and clean with a minimum 4-foot wide access route to each stormwater catch basin at ***all*** times.

F. **Storage area includes restricted use area** – Area is generally paved, portions are encumbered by light poles, utility systems, wheel stops, catch basins (and required access routes to catch basins per Section (e) herein) for which there will be no offset in rent.
G. **Water Dependent Use** – Yard Area is reserved for water-dependent uses.
H. **Intermodal Yard Use** at Terminal 5 subject to Item 700.000.

## ITEM 800.000 Clean Truck Program (Subject to Notes A-B)

In accordance with NWSA's desire to achieve the air quality goals described in the Northwest Ports Clean Air Strategy, NWSA seeks to reduce diesel emissions from drayage truck operations at its cargo terminals.

NWSA needs to maintain an accurate count of Drayage Trucks calling at its international marine cargo terminals to monitor air quality in the community and help optimize operations that boost terminal efficiency and further reduce fuel consumption. NWSA will therefore require all Drayage Trucks entering an NWSA international marine cargo terminal to register with NWSA in accordance with the terms of this Tariff.

International marine cargo terminal Lessees that have incorporated this tariff item into their leases or use agreements (hereinafter "Marine Terminal Operators" or "MTOs") will comply with the following provisions:

**Notes:**

A. Definitions

Drayage Truck: Any truck used to dray (transport) cargo, bare chassis, empty containers, and flatbeds.

B. Clean Truck Program

1. All Drayage Trucks entering an NWSA international marine cargo terminal must register with NWSA on or before April 1, 2018, or sooner pursuant to tariff revision, subject to the following conditions:

    a) Drayage Trucks with pre-2007 model year engines may not register after April 1, 2018.

    b) Drayage Trucks with a 2007 model year engine or newer, or with emission controls that achieve the equivalent level of air quality, that are calling at NWSA international marine cargo terminals after April 1, 2018 for the first time, may register after April 1, 2018.

MTOs in the south harbor will employ a visual method for achieving compliance with the Clean Truck Program standards under this tariff by April 1, 2018.
After April 1, 2018, or sooner at the sole option of NWSA, MTOs will not allow unregistered Drayage Trucks or Drayage Trucks with pre-2007 model year engines onto their cargo terminals. MTOs will turn away Drayage Trucks that do not comply with these provisions.

2. Drayage Trucks with emission control technology equivalent to a 2007 model year engine must submit verification of efficacy to NWSA.

3. Drayage Trucks with a 2007 model year engine or newer, or with emission controls that achieve the equivalent level of air quality, may continue to enter NWSA international marine cargo terminals at least through 2025.

4. As part of the Clean Truck Program, NWSA will administer a Deferral Program where MTOs may allow non-compliant trucks bearing a Deferral Program sticker to enter terminals through December 31, 2018, as long as such trucks meet Deferral Program guidelines.

5. NWSA may, in its discretion, allow other non-compliant Drayage Trucks to enter NWSA terminals.

6. NWSA will procure and install the equipment necessary to enable MTOs to identify Drayage Trucks that comply with the standards of this Tariff ("Identification Equipment"). NWSA at its cost will provide to MTOs the gate transaction vendor software. MTOs will integrate the NWSA-provided Identification Equipment and vendor software into their terminal operating systems and/or gate operating systems. NWSA will provide first year maintenance and support of Identification Equipment and vendor software. Thereafter, the MTO is responsible for maintenance, repair, and replacement of the Identification Equipment, and for maintenance and support of the vendor software. Upon replacement by the MTO, the replacement Identification Equipment will be owned by the MTO. MTOs will grant access to NWSA to install Identification Equipment upon thirty (30) day's prior notice.

7. MTOs will grant electronic access to NWSA, in a format and to include such information acceptable to NWSA, to review all gate access decisions.

8. MTOs will procure, install, configure, and maintain, or will cause to be procured, installed, configured, and maintained, the necessary equipment and software per specifications provided by NWSA, which equipment and software will be housed and supported by MTO IT services, for operation of the terminal operating system and gate operating system, and for the terminal operating system and gate operating system to communicate gate access decisions to Drayage Truck drivers seeking access to the terminal.