(Cancels Terminal Tariff No. 2021\_A)



**Governing Rates, Rules and Regulations of Marine and Port Services Provided by the Jacksonville Port Authority (JAXPORT)** 

#### **BLOUNT ISLAND MARINE TERMINAL**

#### DAMES POINT MARINE TERMINAL

#### **TALLEYRAND MARINE TERMINAL**

Issued By: Linda M. Williams Chief, Administration and Corporate Performance Post Office Box 3005 Jacksonville, FL 33206-0005 904-357-3005 Linda.Williams@jaxport.com

Issued May 18, 2022

Page 1 of 40

Effective June 1, 2022

(Cancels Terminal Tariff No. 2021\_A)

### **INDEX**

- 31-005 Abbreviations & Symbols used in this Tariff
- 31-010 Application for Berth Rule
- 31-015 Authority Held Harmless Rule
- 31-020 Billing Charges Rule
- 31-025 Billing Information to be provided to JAXPORT
- 31-026 Bunkering
- 31-030 Calling Port Cargo Vessels
- 31-035 Calling Port Cruise Vessels
- 31-040 Cargo Release
- 31-045 <u>Cleaning Facilities</u>
- 31-050 Containers, Definition
- 31-055 Containers Loaded in Excess of Rated Capacity Rule
- 31-060 Contaminated Cargo Rule
- 31-065 Credit Privilege Rule
- 31-067 Customs and Border Protection Reimbursable Services Program
- 31-069 Cyber Security Incident Disclosure
- 31-070 Damage to Facilities Rule
- 31-075 Damaged Containers Rule
- 31-080 Deck Watch
- 31-085 Direct Load & Discharge Rule
- 31-090 Disposition of Cargo Rule
- 31-095 Dockage Charges
- 31-100 Dockage Definition
- 31-105 Draying Definition
- 31-107 Dredge Material Management Area (DMMA) Material Removal
- 31-110 Dredging Disposal, Rule
- 31-115 Electric Use Charge for Non-Metered Tenants
- 31-120 Electric Use Charge for Reefer Plugs
- 31-125 Electric Use Charge for Reefer Plugs, Rule
- 31-130 Emergency Procedures
- 31-135 Equipment Operator Qualifications Rule
- 31-140 Equipment Rental Charges
- 31-145 Equipment Rental Rules
- 31-150 Equipment Rental Modifications Rule

- 31-155 Equipment Rental Request Rule
- 31-160 Free Time Definition, Chassis
- 31-165 Free Time Definition, Other than Chassis
- 31-170 General Application Rule
- 31-175 Handling, Definition
- 31-180 Harbor Administration Fee
- 31-185 Hazardous Cargo
- 31-190 <u>Heavy Lift, Definition</u>
- 31-195 Idle Dockage Charges
- 31-200 Instructions, Written or Electronic, Rule
- 31-205 Insurance, Rule
- 31-210 Intermodal Container Transfer Facility (ICTF)
- 31-215 Jurisdiction, Rule
- 31-220 Liability, Rule
- 31-225 Loitering
- 31-230 Military Cargo, Definition
- 31-235 Minimum Charge
- 31-240 Miscellaneous Services, Charges
- 31-245 No Smoking
- 31-250 Open Storage and/or Parking, Definition
- 31-255 Overflow Land Rental Charges
- 31-260 Overtime Charge, Definition
- 31-265 Parking Charge, Cruise Terminal
- 31-270 Penalty Charges
- 31-275 Personnel Protective Equipment
- 31-280 Permit Fees, Cruise Terminal
- 31-281 Photography Policy
- 31-285 Point of Rest, Definition
- 31-290 <u>Regulations, Rule</u>
- 31-295 <u>Re-Stows, Definition</u>
- 31-300 Roadway Obstruction
- 31-305 Safety Incident Reporting
- 31-310 Schedule of Holidays
- 31-315 Seafarers Access
- 31-320 Security of Cargo
- 31-325 Security Fee, Charge

- 31-330 Security Fee, Definition
- 31-335 Security Firms
- 31-340 Security Services
- 31-345 Security Violations
- 31-350 Solicitation
- 31-355 Space Allocation Rule
- 31-360 Stevedore Gear attached to Cranes
- 31-365 Storage Definition
- 31-370 Sweeping Tenant Facilities' Charge
- 31-375 Tariff Interpretation Rule
- 31-380 Tax Rule
- 31-385 Terminal Operators Authorized by JAXPORT, Rule
- 31-390 Terminal Use Charge
- 31-395 Terminal Use Definition
- 31-400 Traffic Control
- 31-405 Traffic Enforcement
- 31-410 Trans-Shipment Cargo, Definition
- 31-415 TWIC Escorts
- 31-420 Unitized Cargo Definition
- 31-425 Vehicles on Facilities
- 31-430 Vessel, Definition
- 31-435 Vessels to Vacate Rule
- 31-440 Volume Rate Definition
- 31-445 Warehouse and/or Office Space Rental Charges
- 31-450 Water Charges
- 31-455 Wharfage Charges
- 31-460 Wharfage Definition for Containers
- 31-465 Wharf Obstruction
- 31-470 Wharfage Definition for General Cargo
- 31-475 Work to Completion Requirement

(Cancels Terminal Tariff No. 2021\_A)

### <sup>(DEF)</sup> **31-005**

#### ABBREVIATIONS AND SYMBOLS

#### **TARIFF UPDATES & CHANGES:**

- (A) ADDITION TO RULE
- (C) CHANGE IN WORDING WHICH RESULTS IN NEITHER AN INCREASE NOR A DECREASE
- (D) DELETED
- (N) NEW RULE
- (+) INCREASE IN FEE
- (-) REDUCTION OF FEE

#### **RULE TYPES:**

- (CHG) FEES & CHARGES
- (DEF) DEFINITIONS
- (REG) RULES & REGULATIONS

### <sup>(REG)</sup> **31-010**

#### **APPLICATION FOR BERTH**

Application for berth at JAXPORT facilities must be made in accordance with rule <u>31-200</u>. Information may be submitted via JAXPORT's PortControl (formally known as KlienPort) Web Portal for all vessel arrivals. All vessels, their owners or agents, desiring berth at JAXPORT facilities shall specify in their advance request the following information at a minimum:

- Expected date and time of arrival
- Length of vessel
- Vessel Voyage Number
- Nature and quantity of cargo to be handled
- Vessel agent or authorized representative
- Cargo Agent(s)
- Stevedore(s)
- Expected duration of vessel call
- Equipment rental requirements (see rule <u>31-145</u>)
- Resource Requests
- Any other special instructions or requirements

Modifications to ETA's are also required to be submitted within 24 hours prior to vessel call through PortControl Web Portal. Any modifications needed within 24 hours of vessel arrival should be made directly with JAXPORT's Planning Department via phone by calling 904-357-3360, ask for on duty Harbor Master. The original request for vessel arrival date, time and berth application must be received no later than ninety-six (96) hours prior to arrival of vessel. Vessels failing these requirements may be denied berth until other scheduled vessels have completed operation. See rule <u>31-095</u> for dockage charges. JAXPORT reserves the right to deny any application for berth pending credit approval and/or security deposit requirements or any other reasons.

### <sup>(REG)</sup> **31-015**

**INDEMNIFICATION / AUTHORITY HELD HARMLESS** 

	All users of JAXPORT facilities shall hold harmless, indemnify and defend JAXPORT from and against any and all causes of action, suits, claims, damages, and demands of whatsoever kind or nature including, but not limited to, claims for consequential damages, claims for personal injury, wrongful death, breach of contract, property damage or destruction, natural resource or environmental damages, losses of income and/or earnings, civil or criminal fines or penalties, liabilities, attorney's fees, expert witness fees, court cost and all other costs and expenses arising from or incidental to the users' operations on property of JAXPORT and users' use of JAXPORT facilities. No provision in this tariff shall limit or relieve JAXPORT from liability for its own negligence; nor shall any users of JAXPORT facilities be required to indemnify, defend or hold JAXPORT harmless for JAXPORT's own negligence.
(REG)	31-020
	BILLING CHARGES
	All charges rendered under this tariff accrued to the vessel shall be invoiced to the agent of the vessel.
	All charges rendered under this tariff accrued to the cargo shall be invoiced to the agent or cargo agent of the vessel. All other charges accrued under this tariff shall be invoiced as specified in individual items or to the party requesting the service. Any request for changes to the above invoicing procedure must be made in writing to the Jacksonville Port Authority, Post Office Box 3005, Jacksonville, FL 32206, or by FAX 904-357-3010 prior to the service being rendered. If instructions are received after service is rendered there will be assessed a charge per invoice changed as stipulated in rule <b>31-235</b> herein. All charges rendered under this tariff must be paid in accordance with this tariff by the vessel's principal, its owner, agent, stevedore, terminal operator, or other responsible person regardless of when that party is reimbursed. All invoices are due and payable within <b>45</b> days of the invoice date. Any invoice remaining unpaid 45 days after the invoice date will be considered delinquent. Delinquent accounts will be calculated on the last day of the month.
	Material errors or discrepancies on an invoice shall be specifically reported in writing to the, Billing Department, within ten calendar days from the date of invoice. If discrepancy is not reported as stated herein, the invoice shall be considered valid, due and payable.
(REG)	31-025
	BILLING INFORMATION
	All vessel owners, stevedores, and/or agents utilizing JAXPORT facilities, equipment and/or services for their vessels, shall permit JAXPORT access to manifests, loading or discharge guides, rail or motor carrier freight bills or any other pertinent documents for the purpose of conducting audits to determine the accuracy of reports filed for obtaining necessary information for correct billing of charges. Within seven (7) calendar days after the vessel departure date, all vessel owners and/or agents, must furnish JAXPORT with accurate cargo information, which will be required for billing of cargo and vessel charges. Failure to provide billing information as provided herein will result in a penalty charge (see rule 31-270).
(CHG)	31-026
	BUNKERING

	1) Business Permits for Vessel Bunkering Service are required to perform such services at a JAXPORT-owned facility. A Business Permit is an issuance from the Jacksonville Port Authority that allows a vendor to provide commercial services on a JAXPORT-owned facility after verifying insurance, licenses, and other pertinent information from applicant. A Vessel Bunkering Service is a vendor engaged in the business of transferring liquid petroleum products, alternative fuels, and derivatives for fueling, lubricating, or other associated uses to a vessel at a JAXPORT-owned facility.
	2) Permit applications: initial application Fee \$3,000.00, with an annual fee of \$2,500.00 each year. Applications are available online at <u>https://www.jaxport.com/cargo/resources/tariff/</u>
	3) Vessel Bunkering includes: fuels of any type, alternative fuels (including LNG), renewable fuels, and fuel blending components including alcohols and biodiesel. Suppliers/vendors will be charged a flow rate fee as shown below when bunkering to a vessel docked at JAXPORT facilities, whether delivered from waterside (via barge or vessel) or landside (via truck, hose or pipeline) of the vessel.
	Flow Rate Fee: For non-LNG fuels, \$0.15 per barrel (42 gallons) or \$0.0036 per gallon. If alternative fuel such as LNG is delivered to vessel and reporting method is cubic meter then charge will be \$0.543 per cubic meter or equivalent unit of measure. Provider of service/product is responsible for providing accurate records of quantity provided or received from vessel to JAXPORT within 24 hours of providing service or next business day, whichever is later.
	<b>Note:</b> If a Vendor is found conducting bunkering operations on JAXPORT property without an approved business permit, that Vendor will be barred from JAXPORT premises until their permit is attained. Tenants and Vessel Agents will be informed of the Vendor non-compliance.
	JAXPORT reserves the right to audit reports provided by giving reasonable written notice to provider. Invoice will be provided monthly to provider.
(REG)	31-030
	CALLING PORT CARGO VESSELS
	All cargo vessels i.e., discharging or loading of cargo inside of the JAXPORT Secure/Restricted Access Areas will identify a Facility Security Officer (FSO) that is approved by JAXPORT, who will be responsible for ensuring that a Facility Security Plan is developed resourced and approved by the United States Coast Guard and the Jacksonville Port Authority prior to the vessels arrival. JAXPORT reserves the authority to act as FSO where resources allow, with all associated costs at tariff rates (see rule <u>31-340</u> ).
(REG)	31-035
	CALLING PORT CRUISE VESSELS
	All "Calling Port" cruise vessels will identify a qualified Facility Security Officer approved by JAXPORT who will be responsible for ensuring a Calling Port Cruise Plan is developed, resourced and approved by the United States Coast Guard as well as the Jacksonville Port Authority 30 days prior to the vessels arrival. JAXPORT reserves the authority to act as FSO where resources allow, with all associated costs incurred by the calling cruise vessel.
1	

(REG)	31-040
	CARGO RELEASE
	The Jacksonville Port Authority is a landlord port and does not accept any responsibility for cargo acceptance for carriage or release, to include any and all gate-out procedures. Gate-out cargo release remains the responsibility of tenants or other authorized agents with designated authority over cargo.
(REG)	31-045
	CLEANING FACILITIES
	All vessels, their owners, agents, stevedores and all other users of the facilities, shall be held responsible for cleaning of the property which they have been allowed to use, assigned, or leased to them, including adjacent aprons, gutters, roadways, storage areas, etc., upon completion of operations. If such users do not properly perform these responsibilities, in an appropriately timely manner as determined by JAXPORT, JAXPORT shall order the work performed and bill the users responsible at cost plus Thirty Percent (30%) with a minimum charge of \$250.00.
(DEF)	31-050
	<u>CONTAINERS</u>
	Refers to standard length 20-foot, 24-foot, 35-foot, 40-foot, 45-foot, 46-foot, 48-foot or 53-foot seagoing containers, approximately 8' wide, 9'6" high, and the length as specified. Prior arrangements must be made with JAXPORT before seagoing containers having dimensional lengths other than above will be accepted by JAXPORT. The definition of the term "container" further provides that the standard "seagoing container" for the transport of dry, liquid or refrigerated cargo, may be of metal, fiberglass, plastic or wooden construction. However, the container must confine and protect its contents from loss or damage and from the elements and must be susceptible to being handled in transit as a unit. "Wheeled" containers are described as containers, empty or loaded, on own wheels, chassis or flat bed trailer, furnished by owner.
(REG)	31-055
	CONTAINERS LOADED IN EXCESS OF RATED CAPACITY
	Rates, rules, regulations and charges published herein <b>ARE NOT</b> applicable to standard seagoing containers loaded in <b>EXCESS</b> of rated capacity. The terminal will not permit its mechanical equipment (designed for movement or carriage of containers) or its container cranes to be used in any capacity to lift, move or transport a container which is loaded in excess of the container's rated capacity. Should JAXPORT's equipment or crane(s) be used to lift, move, or transport a container which is loaded in excess of the rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damages, including death, and personal injury, court costs and attorney's fees, incidental to or resulting from such unauthorized use.

(REG)	31-060
	CONTAMINATED CARGO
	Cargoes of an objectionable nature or cargoes liable to contaminate other cargoes will be accepted only for movement directly between shipside and cars or trucks, without being floored in warehouses, and no free time will be allowed or allowance made therefore, except as otherwise approved by the Terminal Director. JAXPORT reserves the right to refuse the use of JAXPORT facilities and services for cargo it deems harmful, dangerous, objectionable or contaminated, or cargo not meeting federal, state and/or local regulations (see rule <u>31-290</u> )
(REG)	31-065
	CREDIT PRIVILEGES
	Application for credit should be made at least two weeks in advance to, Finance Department, Jacksonville Port Authority, Post Office Box 3005, Jacksonville, Florida 33206 or email it to <u>accountsreceivable@jaxport.com</u> . Application can be found on our Web Portal or can be requested by emailing <u>accountsreceivable@jaxport.com</u> . Failure to do so may result in cash being required in advance. Credit limits will be established by JAXPORT and exceeding these limits may require a cash payment in advance. At the discretion of JAXPORT, an Indemnity Bond may be required before credit is established. Credit privileges can be withdrawn from any delinquent account at any time at the sole discretion of JAXPORT. Payment of all outstanding invoices, in addition to charges in advance, can be required before further services will be performed or facilities used. JAXPORT reserves the right to refuse the use of JAXPORT facilities and services to any user who is delinquent. Credit may be re-established at the discretion of JAXPORT and will require the filing of a new credit application from the user.
(CHG)	31-067
	CUSTOMS AND BORDER PROTECTION REIMBURSABLE SERVICES PROGRAM
	JAXPORT terminal operators and stakeholders, with an established JAXPORT credit account, may request US CBP after hours services through the Reimbursable Services Program. Requests must be made 48 hours in advance by sending request to <u>Jaxport.RSP@jaxport.com</u> . JAXPORT will process these request and invoice for services provided. RSP services will be billed at \$220 for the first hour and \$55 for each additional 15-minute (¼ hour) increment. JAXPORT reserves the right to bill a cancelation fee of \$55 at the discretion of the Terminal Director. Additional information on RSP can be found at <u>https://www.jaxport.com/port-access/rsp/</u>
(CHG)	31-069
	CYBER SECURITY INCIDENT DISCLOSURE
	JAXPORT requires that all cyber security breaches that have resulted in an impact to the daily operations of a terminal operator, tenant, vessel owner, vendor, consultant, contractor, or other JAXPORT business partner, or any subcontractor or designee thereof be disclosed to JAXPORT's Director of Information Technology as expeditiously as practicable, but no later than 10 days following the determination of the breach of cyber security or reason to believe the breach occurred. Impacts to daily operations include but are not limited to denial of service, breach of customer data, unauthorized access to customer equipment, CPEs, or other infrastructure that

	would reasonably put customer data or infrastructure at risk. Failure to disclose to JAXPORT a cyber security breach, as defined above, within 10 days after discovery of the breach may result in a \$1,000
	per day penalty, for a maximum of \$50,000.00. Additionally, any damage caused to JAXPORT as a direct result of a cyber security breach may result in additional monetary penalties that must be
	reimbursed by the breached entity.
(REG)	31-070
	DAMAGE TO FACILITIES
	All vessels, their owners, their charterers, their agents and all other users of any type of the terminal facilities or equipment, shall be held responsible for any damage to or destruction of the property owned by Jacksonville Port Authority (including, but not limited to, expenses of, damage to, destruction of, repair or replacement of terminal facilities or equipment) resulting from their use, or arising from any acts, omission, neglect or default of vessels, their owners, their charterers and their agents or of all other users. JAXPORT reserves the right to repair, rebuild, contract for repair any damages to or destruction of docks, wharves, warehouses or transit sheds, equipment, rail or shop facilities, water and light facilities and to hold the vessels, their owners, their charterers, their agents and/or all other users responsible for payment. The Jacksonville Port Authority may detain any vessel or water craft responsible for any damage to the facilities until sufficient security has been given for the amount of damage. This provision is subject to rule <b>31-170</b> , which is by this reference incorporated herein as if set out in its entirety. Any damage at 904-357-3083 or 904-334-0138 or JAXPORT Public Safety Operations Center at 904-357-3360. Failure to report will result in a 30% markup fee and a 90 day suspension of the parties responsible for the failure to report damage to JAXPORT property.
(REG)	31-075
	DAMAGED CONTAINERS
	Seagoing containers, having damage or variances which may impede normal movement with JAXPORT's mechanical equipment will not be received at point of rest unless prior arrangements have been made with terminal management.
(REG)	31-080
	DECK WATCH
	All vessels, with the exception of barge operations moored at the Jacksonville Port Authority wharves, will maintain a live deck watch and monitor Channel 16 and channels identified via Vessel Security Brief or Declaration of Security with the capability of communicating in English. Vessel deck watch will be subject to radio checks from the JAXPORT Public Safety Operations Center in accordance with approved Facility Security Plans.
(REG)	31-085
	DIRECT LOAD OR DISCHARGE

	Direct load and/or discharge is permitted with prior notification to the	Terminal Directo	r and pror
	coordination with the terminal operator or stevedore.	renninai Directo	n and prop
REG)	31-090		
	DISPOSITION OF CARGO		
	Instructions regarding disposition of cargo must be provided to JAXPO advance of vessel arrival (see rule <u>31-200</u> ). JAXPORT reserves the right to otherwise dispose of any cargo or merchandise which is unclaimed or r shippers, owners or their agents, after due notice of such unclaimed or mailed or delivered to known parties.	o sell for accrue efused by consig	d charges ( gnees,
CHG)	31-095		
	DOCKAGE		
	charge will be assessed based on a 6-hour period or fraction thereof. Ch of vessel.	narges stated pe	r linear too
	Voscal Type	Charge	
	Vessel Type	Charge	
	Vehicle Vessels	12.58	
		-	
	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625	12.58 6.62	
	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet	12.58 6.62 9.73	
	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet Container & Breakbulk Vessels Over 625 Feet Refrigerated Cargo Vessels Barges - Tanker, Breakbulk, Lash	12.58 6.62 9.73 12.15	
	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet Container & Breakbulk Vessels Over 625 Feet Refrigerated Cargo Vessels	12.58 6.62 9.73 12.15 6.62	
	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet Container & Breakbulk Vessels Over 625 Feet Refrigerated Cargo Vessels Barges - Tanker, Breakbulk, Lash Barges – Container, Trailer, Vehicle Tanker Vessels	12.58         6.62         9.73         12.15         6.62         6.62         6.62         6.62         14.29	
	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet Container & Breakbulk Vessels Over 625 Feet Refrigerated Cargo Vessels Barges - Tanker, Breakbulk, Lash Barges – Container, Trailer, Vehicle Tanker Vessels Cruise Vessels	12.58         6.62         9.73         12.15         6.62         6.62         6.62         14.29         14.29	
	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet Container & Breakbulk Vessels Over 625 Feet Refrigerated Cargo Vessels Barges - Tanker, Breakbulk, Lash Barges – Container, Trailer, Vehicle Tanker Vessels Cruise Vessels All Others, not otherwise stated	12.58           6.62           9.73           12.15           6.62           6.62           6.62           14.29           14.29           14.29	
	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet Container & Breakbulk Vessels Over 625 Feet Refrigerated Cargo Vessels Barges - Tanker, Breakbulk, Lash Barges – Container, Trailer, Vehicle Tanker Vessels Cruise Vessels	12.58         6.62         9.73         12.15         6.62         6.62         6.62         14.29         14.29	
DEF)	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet Container & Breakbulk Vessels Over 625 Feet Refrigerated Cargo Vessels Barges - Tanker, Breakbulk, Lash Barges – Container, Trailer, Vehicle Tanker Vessels Cruise Vessels All Others, not otherwise stated	12.58           6.62           9.73           12.15           6.62           6.62           6.62           14.29           14.29           14.29	
DEF)	Vehicle Vessels Container & Breakbulk Vessels 500 Feet or Less Container & Breakbulk Vessels over 500 Feet to 625 Feet Container & Breakbulk Vessels Over 625 Feet Refrigerated Cargo Vessels Barges - Tanker, Breakbulk, Lash Barges – Container, Trailer, Vehicle Tanker Vessels Cruise Vessels All Others, not otherwise stated Any vessel exclusively conducting repairs	12.58           6.62           9.73           12.15           6.62           6.62           6.62           14.29           14.29           14.29	
DEF)	Vehicle Vessels         Container & Breakbulk Vessels 500 Feet or Less         Container & Breakbulk Vessels over 500 Feet to 625         Feet         Container & Breakbulk Vessels Over 625 Feet         Refrigerated Cargo Vessels         Barges - Tanker, Breakbulk, Lash         Barges - Container, Trailer, Vehicle         Tanker Vessels         Cruise Vessels         All Others, not otherwise stated         Any vessel exclusively conducting repairs	12.58         6.62         9.73         12.15         6.62         6.62         8.36         14.29         14.29         14.29         14.29         14.29         14.29	
DEF)	Vehicle Vessels         Container & Breakbulk Vessels 500 Feet or Less         Container & Breakbulk Vessels over 500 Feet to 625         Feet         Container & Breakbulk Vessels Over 625 Feet         Refrigerated Cargo Vessels         Barges - Tanker, Breakbulk, Lash         Barges - Container, Trailer, Vehicle         Tanker Vessels         Cruise Vessels         All Others, not otherwise stated         Any vessel exclusively conducting repairs <b>31-100 DOCKAGE</b> The term dockage as used herein means the charges made or assessed	12.58 6.62 9.73 12.15 6.62 6.62 8.36 14.29 14.29 14.29 14.29 14.29	
DEF)	Vehicle Vessels         Container & Breakbulk Vessels 500 Feet or Less         Container & Breakbulk Vessels over 500 Feet to 625         Feet         Container & Breakbulk Vessels Over 625 Feet         Refrigerated Cargo Vessels         Barges - Tanker, Breakbulk, Lash         Barges - Container, Trailer, Vehicle         Tanker Vessels         Cruise Vessels         All Others, not otherwise stated         Any vessel exclusively conducting repairs	12.58 6.62 9.73 12.15 6.62 6.62 8.36 14.29 14.29 14.29 14.29 14.29	
DEF)	Vehicle Vessels         Container & Breakbulk Vessels 500 Feet or Less         Container & Breakbulk Vessels over 500 Feet to 625         Feet         Container & Breakbulk Vessels Over 625 Feet         Refrigerated Cargo Vessels         Barges - Tanker, Breakbulk, Lash         Barges - Container, Trailer, Vehicle         Tanker Vessels         Cruise Vessels         All Others, not otherwise stated         Any vessel exclusively conducting repairs <b>31-100 DOCKAGE</b> The term dockage as used herein means the charges made or assessed or first line to any dock, wharf, pier mooring device, or other facility own	12.58         6.62         9.73         12.15         6.62         6.62         8.36         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29	ferring car
	Vehicle Vessels         Container & Breakbulk Vessels 500 Feet or Less         Container & Breakbulk Vessels over 500 Feet to 625         Feet         Container & Breakbulk Vessels Over 625 Feet         Refrigerated Cargo Vessels         Barges - Tanker, Breakbulk, Lash         Barges - Container, Trailer, Vehicle         Tanker Vessels         Cruise Vessels         All Others, not otherwise stated         Any vessel exclusively conducting repairs <b>31-100 DOCKAGE</b> The term dockage as used herein means the charges made or assessed or first line to any dock, wharf, pier mooring device, or other facility owr <b>EXCEPTION</b> : Barges moored alongside vessels at the piers for the sole pounkers and/or ship's stores to or from such vessels; also towboats land	12.58         6.62         9.73         12.15         6.62         6.62         8.36         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29	ferring car
DEF)	Vehicle Vessels         Container & Breakbulk Vessels 500 Feet or Less         Container & Breakbulk Vessels over 500 Feet to 625         Feet         Container & Breakbulk Vessels Over 625 Feet         Refrigerated Cargo Vessels         Barges - Tanker, Breakbulk, Lash         Barges - Container, Trailer, Vehicle         Tanker Vessels         Cruise Vessels         All Others, not otherwise stated         Any vessel exclusively conducting repairs <b>31-100 DOCKAGE</b> The term dockage as used herein means the charges made or assessed or first line to any dock, wharf, pier mooring device, or other facility own <b>EXCEPTION</b> : Barges moored alongside vessels at the piers for the sole pounkers and/or ship's stores to or from such vessels; also towboats land from dockage charges.	12.58         6.62         9.73         12.15         6.62         6.62         8.36         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29         14.29	ferring car

31-107				
DREDGE MATERIAL MANAGEMENT AREA (DMMA) MATERIAL REMOVAL				
Departme yards remo of materia Departme	ements for material removal must be made with the ent at 904-357-3001. The removal fee will be compu- oved from JAXPORT's <b>Buck Island</b> Dredge Materia I is subject to approval at JAXPORT's sole discretio ent of Environmental Protection (FDEP) as required noval. Accommodations will be based on an availa	uted and charged based on the al Management Area (DMMA). F n after coordinating with the Fl d. Material testing may be requi		
	Material Removal Fee	Charge per Cubic Yard		
	Material to be placed on Public Property	.75		
31-110	Material to be placed on Private Property	2.00		
904-357-3	al arrangements must be made with the Engineeri 001. The dredging disposal fee will be computed an in the JAXPORT Dredge Material Disposal Areas (E	nd charged based on the cubic		
904-357-30 deposited subject to	001. The dredging disposal fee will be computed a	nd charged based on the cubic DMMA). Use of JAXPORT's DMM		
904-357-30 deposited subject to	001. The dredging disposal fee will be computed an in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod and environmental considerations.	nd charged based on the cubic DMMA). Use of JAXPORT's DMM		
904-357-30 deposited subject to	001. The dredging disposal fee will be computed an in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod	nd charged based on the cubic DMMA). Use of JAXPORT's DMM dations will be based on capacit Charge N/A		
904-357-30 deposited subject to	001. The dredging disposal fee will be computed and in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod and environmental considerations. Dredging Disposal Fee City of Jacksonville Governmental	nd charged based on the cubic DMMA). Use of JAXPORT's DMM dations will be based on capacit Charge N/A 18.33		
904-357-30 deposited subject to availability	001. The dredging disposal fee will be computed at in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod and environmental considerations.	nd charged based on the cubic DMMA). Use of JAXPORT's DMM dations will be based on capacit Charge N/A		
904-357-30 deposited subject to availability <b>31-115</b> <b>ELECTRIC</b> Except as metered u determine	001. The dredging disposal fee will be computed and in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod y and environmental considerations. Dredging Disposal Fee City of Jacksonville Governmental Commercial and All Others USE CHARGE FOR NON-METERED TENANTS otherwise provided herein, a charge for electric set isage at a rate of \$186.61 per month. This rate will i ed by the Terminal Director. The Terminal Director	nd charged based on the cubic DMMA). Use of JAXPORT's DMM dations will be based on capaci Charge N/A 18.33 24.42 rvice will be assessed for all nor nclude normal use of electric a may request a meter installation		
904-357-30 deposited subject to availability <b>31-115</b> <u>ELECTRIC</u> Except as metered u determine user's expe	001. The dredging disposal fee will be computed and in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod y and environmental considerations. Dredging Disposal Fee City of Jacksonville Governmental Commercial and All Others USE CHARGE FOR NON-METERED TENANTS otherwise provided herein, a charge for electric sel isage at a rate of <b>\$186.61</b> per month. This rate will i	nd charged based on the cubic DMMA). Use of JAXPORT's DMM dations will be based on capacit Charge N/A 18.33 24.42 rvice will be assessed for all nor nclude normal use of electric a may request a meter installation		
904-357-30 deposited subject to availability <b>31-115</b> <u>ELECTRIC</u> Except as metered u determine	001. The dredging disposal fee will be computed and in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod y and environmental considerations. Dredging Disposal Fee City of Jacksonville Governmental Commercial and All Others USE CHARGE FOR NON-METERED TENANTS otherwise provided herein, a charge for electric set isage at a rate of \$186.61 per month. This rate will i ed by the Terminal Director. The Terminal Director	nd charged based on the cubic DMMA). Use of JAXPORT's DMM dations will be based on capacit Charge N/A 18.33 24.42 rvice will be assessed for all nor nclude normal use of electric a may request a meter installation		
904-357-30 deposited subject to availability <b>31-115</b> <b>ELECTRIC</b> Except as metered u determine user's expense <b>31-120</b>	001. The dredging disposal fee will be computed and in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod y and environmental considerations. Dredging Disposal Fee City of Jacksonville Governmental Commercial and All Others USE CHARGE FOR NON-METERED TENANTS otherwise provided herein, a charge for electric set isage at a rate of \$186.61 per month. This rate will i ed by the Terminal Director. The Terminal Director	nd charged based on the cubic DMMA). Use of JAXPORT's DMM dations will be based on capaci Charge N/A 18.33 24.42 rvice will be assessed for all nor nclude normal use of electric a may request a meter installation		
904-357-30 deposited subject to availability <b>31-115</b> <b>ELECTRIC</b> Except as metered u determine user's expense <b>31-120</b>	001. The dredging disposal fee will be computed and in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod y and environmental considerations. Dredging Disposal Fee City of Jacksonville Governmental Commercial and All Others USE CHARGE FOR NON-METERED TENANTS otherwise provided herein, a charge for electric set usage at a rate of \$186.61 per month. This rate will i ed by the Terminal Director. The Terminal Director ense. After installation, electric will be charged at t	nd charged based on the cubic DMMA). Use of JAXPORT's DMN dations will be based on capaci Charge N/A 18.33 24.42 rvice will be assessed for all not nclude normal use of electric a may request a meter installation		
904-357-30 deposited subject to availability <b>31-115</b> <b>ELECTRIC</b> Except as metered u determine user's expe <b>31-120</b> <b>ELECTRIC</b>	001. The dredging disposal fee will be computed and in the JAXPORT Dredge Material Disposal Areas (E approval at JAXPORT's sole discretion. Accommod y and environmental considerations. Dredging Disposal Fee City of Jacksonville Governmental Commercial and All Others USE CHARGE FOR NON-METERED TENANTS otherwise provided herein, a charge for electric set usage at a rate of \$186.61 per month. This rate will i ed by the Terminal Director. The Terminal Director ense. After installation, electric will be charged at t	nd charged based on the cub DMMA). Use of JAXPORT's DM dations will be based on capac Charge N/A 18.33 24.42 rvice will be assessed for all no nclude normal use of electric may request a meter installat he metered consumption rate		

(DEF)	31-125			
	ELECTRIC USE CHARGE FOR REEFER PLUGS			
	JAXPORT will supply facilities for electric power furnished by the J JAXPORT will not be responsible for failure of supply source of elec electrical or mechanical equipment of refrigerated container. Con charged this fee on a daily basis whether electricity is used or not.	tric power tainers plac	or breakdov ced in this a	wn of rea will be
(REG)	31-130			
	EMERGENCY PROCEDURES			
	The Port of Jacksonville, and specifically JAXPORT's marine termin considered safe havens during hurricanes, tropical storms or othe JAXPORT. JAXPORT requires all vessels utilizing its facilities to im- rule <u>31-435</u> ) when directed to do so by JAXPORT or the United Sta Port of Jacksonville. Penalty charges in accordance with rule <u>31-2</u> addition to any other applicable charges for each hour of non-con	r emergeno nediately v tes Coast C <u>70</u> will be a	cies as decla acate all be uard's Capt	rred by rths (see ain of the
(REG)	31-135			
	EQUIPMENT OPERATOR QUALIFICATIONS			
	Any company or individual renting, leasing or otherwise using JAX to supply competent operators. JAXPORT does not provide any eq JAXPORT certify that operators are competent. The equipment of damage whatsoever to JAXPORT equipment including damage to facility, and/or causing any injury or harm to himself or others. See rules and regulations. At its sole discretion, JAXPORT reserves the operator for any reason at any time.	quipment t berator is so any surro e rule <u>31-14</u>	raining, nor olely respon unding equi ofor equipn	does sible for any ipment or nent rental
(CHG)	31-140			
	EQUIPMENT RENTAL			
	Any company or individual renting, leasing, or otherwise using JAX contract shall be charged labor at one (1) hour start-up at <b>\$104.47</b> at <b>\$104.47</b> .		•	
	Equipment Type	Regula r Time	Overtim e	
	Container Crane Standby Per Hour	263.79	381.22	
	Rubber Tired Gantry Crane Per Hour	243.20	N/A	
	Crane Over Height Attachment - Per Vessel Use	303.32	N/A	
	Container Crane Per Hour	988.45	1,064.48	
	Water Truck (without water) Per Hour	68.33	102.48	

	(1)	1// / 0	21/50	
	Sweeper (also see 31-370) Light Cart / Generator (Per Day)	144.49 61.01	214.56 N/A	
	Light Cart / Generator (Per Day)	01.01	IN/A	
	NOTE:			
	Container cranes may be ordered into standby due to late arrival or requested by the user of the equipment and approved by the Terr designee. Standby charges are applicable to container cranes only Monday through Friday from 06:30 am to 23:00 pm with overtime through Friday from 23:01 pm to 06:29 am. Standby overtime rate and Holidays. Equipment other than container cranes will be char	minal Direct /; regular tir rates being is charged	tor or appoi me would b gapplied Mo on Saturday	nted e applied onday ⁄, Sunday,
(REG)	31-145			
	EQUIPMENT RENTAL			
	JAXPORT will provide freight handling equipment or machinery we notice as stated in rule <b>31-200</b> , subject to the conditions and charge rule <b>31-140</b> . The party utilizing the equipment will be responsible frequipment rental will be assessed from the ordered start time to a hours. Requests for cargo handling equipment must be ordered a operation start time (see rule <b>31-200</b> ). Applicant agrees that all charant regulations will be complied with in accordance with this tari on working equipment, will be subject to a minimum charge of twe Billing thereafter, including standby time, will be assessed in quare equipment rental rates are subject to applicable Florida state sales machinery is presumed to be in good working condition when the shall furnish trained mechanics to make repairs that are brought mechanical failure. JAXPORT reserves the right to stop the operat at any time to make repairs deemed necessary by JAXPORT or due The user shall not be charged for the time the equipment is inoper failure, however, JAXPORT will not be responsible for delays caused equipment nor for delays caused by shutting off electric current or be responsible for labor, tugs, pilots, equipment, vessel hire, additic charges in such cases. This provision is subject to rule <b>31-170</b> , which herein as if set out in its entirety. Users agree that JAXPORT equip used will be returned to JAXPORT and checked in with JAXPORT's accepts responsibility and liability for any damage or injury to persuser's operation of such equipment including damage to property employees, or any other persons. The user/employer of personnel equipment must provide, at user's own expense, qualified, trained the equipment usage.	ges set forth or accrued of the complet is early as po- arges will be ff and its rei- vo (2) hours ter (1/4) hou s taxes. Fre- red over to to JAXPORT ion of freigh e to operator onal dockag h is by this is oment rente when received control fo- authorized sons or prop operating til operators (	in this rule charges. Ch tion excludi ossible prior e paid and t ssue. All ho at the appl ir incremen ight handling or abuse of e olely to me on abuse of e olely to me on abuse of e olely to me of e of abuse of e olely to me of e of e of abuse of e ole of e of e of e of e of e of e of e of	<b>31-145</b> and arges for ng meal to vessel hat all rules urly rates icable rate. ts. All ng AXPORT caused by equipment equipment. chanical said RT shall not ther corporated to otherwise quipment rental tive. User poned by ury to its andling to operate
(REG)	31-150			
	EQUIPMENT RENTAL MODIFICATIONS AND/OR CANCELLATION	<u>IS</u>		
	Requests to modify or cancel cranes or other cargo handling equi four (4) hour notice to JAXPORT with confirmation of cancellation not given, the party making the rental arrangements shall be sub-	by JAXPOR	T. If sufficie	nt notice is

	charges. Minimum charges are for (2) hours and shall be on a daily basis. Exceptions to this rule may be granted on special one-time projects if approved by Terminal Director or appointed designee.
(REG)	31-155
	EQUIPMENT RENTAL REQUESTS
	Requests for use of cranes or other cargo handling equipment shall be made no later than 2:00 p.m. on the day prior to the intended day of use. This request must be done via talking directly to a Vessel Planning Harbormaster. Other requests greater than 24 hours prior to vessel arrival can be submitted through JAXPORT's PortControl, web-based system. Requests for use on weekends or Mondays should be made by 2:00 p.m. on the preceding Friday.
(REG)	31-160
	FREE TIME, CHASSIS
	No free time is allowed for empty chassis. Storage commences at the first midnight (2400) hours after placement. No storage will be assessed on a chassis positioned under a container.
(DEF)	31-165
	FREE TIME, OTHER THAN CHASSIS
	Free time is the period during which cargo may occupy terminal space under jurisdiction of JAXPORT, if available, as designated by the Terminal Director when requested prior to the loading or discharge of such cargo on or off the vessel/truck/rail car. Only for non-containerized cargo, particularly high and heavy tracked equipment, JAXPORT has two Common Use Areas for temporary storage located adjacent to Berth 20 and Berth 22 respectively.
	Stevedore/Terminal Operator need to request in writing via email to <u>Vessel-Planning@jaxport.com</u> for storage of equipment in the common use area(s).
	All high and heavy equipment, tracked or wheeled, will be charged for storage on this schedule;
	First 15 calendar days – Free time (weekend and holidays included). Calendar days 16 through 30 - \$10 dollars per day, per unit (weekend and holidays included). After 30 calendar days - \$20 dollars per day, per unit (weekend and holidays included).
	Stevedore/Terminal Operator will provide JAXPORT Operations with heavy equipment cargo list that details the date of occupancy in the designated area and date of removal. This list will be provided via email within 3 days after the end of each month to <u>Vessel-Planning@jaxport.com</u> to include items: equipment description, date of occupancy, date of removal and associated vessel.
(REG)	31-170
	GENERAL APPLICATION
	Rates and charges named in this tariff apply to the Jacksonville Port Authority Talleyrand Marine Terminal, the Blount Island Marine Terminal, and the Dames Point Marine Terminal, operated by authorized JAXPORT Terminal Operators (rule <u>31-385</u> ) named in this tariff and its reissue.

	Participating Terminal Operators may quote other than tariff charges on volume shipments upon
	request. JAXPORT is not responsible for any charges except as contained in this tariff or its reissue. The use of JAXPORT facilities, equipment or services shall constitute a consent to the terms
	and conditions of this tariff and evidences an agreement on the part of any and all users of
	JAXPORT facilities, equipment or services to pay all charges and be governed by all rules and regulations published herein. Charges with respect to all terminal and accessorial services, VIZ:
	wharfage, handling, storage, dockage and other terminal services as outlined in this tariff, will be
	made and collected on all cargo delivered to or received from vessels, barges or other watercraft or
	by rail or truck over wharf property owned or operated by JAXPORT or in connection with all
	participating JAXPORT Terminal Operators named in the Tariff and will be in addition to rates of transportation to or from the Port. All services rendered under this tariff by request (such as, but not
	limited to, dockage, equipment rental, fresh water, etc.) must be requested by the user in
	accordance with rule <u>31-200</u> , or as otherwise stated herein. Charges, rates, fees and payment terms,
	as provided in this tariff or its reissue, may be varied by written agreement. The City of Jacksonville is
	exempt from charges in this tariff as approved on a case by case basis by JAXPORT.
(DEF)	31-175
	HANDLING
	Handling is the service of physically moving, receiving, or delivering cargo between point of rest and
	any place on the terminal facility, other than the end of ship's tackle. JAXPORT does not provide
	handling services. See rule <u>31-385</u> for authorized JAXPORT terminal operators.
(CHG)	31-180
	HARBOR ADMINISTRATION FEE
	All commercial vessels engaged in foreign, international, intercoastal, coastwise, and non-
	contiguous domestic commerce shall be assessed a Harbor Administration Fee, as provided below.
	The Harbor Administration Fee will be assessed on a per call basis against all commercial vessels
	entering the main ship channel and bound for loading, unloading or berthing at JAXPORT facilities.
	Harbor Administration Fee Charge
	Vessels equal to or less than 200 linear feet – per call 141.43
(REG)	Vessels over 200 linear feet per call         282.85           31-185         282.85
	HAZARDOUS CARGO
	Explosives and hazardous or highly inflammable commodities or material may be handled over, or
	received on the wharves or other facilities of JAXPORT by special arrangements with and at the
	option of the Chief Executive Officer or Designee; subject to federal, state and local laws, ordinances, rules and regulations and approval from the U.S. Coast Guard (see rule <u>31-060</u> ).
	Tules and regulations and approval norm the 0.5. Coast Guard (see fulle <u>51-000</u> ).
(DEF)	31-190
	HEAVY LIFT
•	
	Any single unit exceeding 100,000 pounds shall be considered a heavy lift and shall be assessed engineering costs associated with each project, if applicable. Heavy lift shipments, other than direct

IDLE DOCKA	~F		
	<u>JC</u>		
dockage at or than working vessel arrival. commencing conducting b full dockage v service may b rate. It is not J shipyard type request by the see <u><b>31-095</b></u> for	ion of the Terminal Director, vessels berthing at JAXPORT r ne-half the published dockage rate, subject to berth available cargo. Agents and tenants must provide a written request Idle dockage berth may be granted up to two days (48 hours) work and/or two days (48 hours) following completion of t unkering operations and depart berth inside of 12 hours m vould be charged for any time after 12 hours. Support tugs e granted dockage at one-half the published rate of the ap AXPORT's intent to provide berth space for ship repairs. Ur maintenance or repair allowed to any vessel during docka e vessel representative and confirmed approval by the Terr required rate. Vessels at berth performing shipyard type n	bility for purpes that is receive urs) prior to the the vessel. Vess ay be granted for regular sch oplicable barge nder no circum ige without pri minal Director. naintenance of	ses othe d prior t e vessel iels only idle doc eduled dockag stances or writte If appro
without neces	ssary approval may be ordered to vacate berth immediatel	-	• <u>35</u> .
	Vessel Type Vehicle Vessels	<b>Charge</b> 6.28	
	Container & Breakbulk Vessels 500 Feet or Less	3.31	
	Container & Breakbulk Vessels over 500 Feet to 625 Feet	4.87	
	Container & Breakbulk Vessels Over 625 Feet	6.07	
	Refrigerated Cargo Vessels	3.31	
	Barges - Tanker, Breakbulk, Lash	3.31	
	Barges – Container, Trailer, Vehicle	4.18	
	Tanker Vessels	7.14	
	Cruise Vessels	7.14	
	All Others, not otherwise stated	7.14	
INSTRUCTION • Vessel softwa	<b>NS, WRITTEN AND/OR ELECTRONIC</b> IS, for requesting berths, equipment or services through JA agents and/or owners/representatives of cargo shall utilize ire program known as <b>PortControl</b> (formerly known as Klie ontrol's web-based client portal:	e JAXPORT's we	eb-base

	<ul> <li>update requests prior to 24 hours prior to vessel arrival</li> </ul>
	It also provides: agents, stevedores, and JAXPORT with accurate and timely data agents with the ability to view invoices online agents and stevedores with the ability to view the status of request in real time more accurate and timely invoicing
	<ul> <li>The upcoming vessel schedule can be accessed at https://www.jaxport.com/cargo/resources/vessel-schedule/</li> <li>Agents and stevedores can access their company specific requests from the Login button on the Vessel Schedule screen.</li> <li>Agents and stevedores must request access to the program. The company's point of contact (POC) will sign a Vessel Scheduling Web Portal Acceptable Use document and provide a list of people requiring accounts and the access needed. JAXPORT will issue individual accounts and passwords for its approved users.</li> <li>The requesting company's POC should advise JAXPORT when account modifications are needed (add, modify, disable access).</li> <li>A yearly review will be conducted with each company to ensure account assignments are still accurate.</li> <li>Electronic communications are handled through PortControl.</li> <li>All VCR's and requests for berths, equipment and services created within the web portal are sent to vessel-planning@jaxport.com.</li> <li>Status updates of requests are sent to the corresponding requestor via their email address on record. These emails are sent from vessel-planning@jaxport.com. Companies may want to make sure this email is recognized by our company IT system so that they receive correspondences in the proper mailbox.</li> <li>VCR's and requests for berths, equipment, or services can be made as far as two weeks before the vessel ETA. Modifications to all existing requests can be made 24 hours prior to the vessel ETA. Changes to VCR's inside of 24 hours will require active communications with a Harbormaster. There should be no expectation that all requests inside 24 hours can be accommodated.</li> </ul>
	Important note: Our system requires that our Tariff document becomes a primary and integral part of JAXPORT's standard invoicing process (our Tariff document is on our website – www.jaxport.com).
	<ul> <li>Please be aware that under this system:</li> <li>all charges rendered under the tariff accrued to the vessel and cargo shall be invoiced to the agent of the vessel</li> <li>all other charges accrued under the tariff shall be invoiced as specified in individual items or to the party requesting the service</li> </ul>
(REG)	31-205
	INSURANCE
	The charges provided in this tariff do not include any expense of property or any other insurance covering any and all users of JAXPORT facilities, equipment or services. All stevedoring firms and/or vessels' agents or sub-contractors utilized by them shall be responsible to furnish JAXPORT with evidence of insurance coverage, including but not limited to Workers' Compensation, Employer's Liability, Comprehensive General Liability, Stevedores and Terminal Operator's Liability (Grantee or Assignee) and such other insurance, as required by the Jacksonville Port Authority. Comprehensive

	General Liability and Stevedores Legal Liability will name Jacksonville Port Authority as an additional insured with respects to crane rental, property rental and operations. Prior to beginning operations on JAXPORT facilities, all firms subject to this item are required to furnish the Jacksonville Port Authority with current valid copies of Certificates of Insurance as a above. The Jacksonville Port Authority may require additional coverage under special circumstances. Firms without approved insurance coverage will not be permitted to operate				
	the facilities. The above insurance policies shall remain in full force and effect and shall not be altered, cancelled, or allowed to lapse without 30-days' written notice to the Jacksonville Port Authority. <b>REQUIRED INSURANCE WITH MINIMUM LIMITS OF COVERAGE:</b>				
	1. Workers Compensation/Employers Liability				
		PART 1 STATE REQUIREMENT			
		PART II• Each Accident\$500,000• Disease – Policy Limit\$500,000• Disease – Each Employee\$500,000			
	In addition to required coverage for the Florida Workers' Compensation Act, coverage will al be required for the Longshore and Harbor Workers' Compensation Act.				
	2. <u>Commercial General Liability:</u> Jacksonville Port Authority shall be named and endorsed as additional insured.				
		Combined Single Limit of Liability• General Aggregate\$2,000,000• Each Occurrence\$2,000,000• Fire Legal Liability\$1,000,000			
	3.	<b>Comprehensive Automobile Liability:</b> Coverage shall include owned, non-owned and hired automobiles.			
	<ul> <li>Combined Single Limit of Liability \$1,000,000</li> <li>Property Insurance / Fire and Extended Coverage: Coverage shall be in the full insurable value of Lessee's improvements, personal property, contents and cargo under Lessee's care and custody and JAXPORT's equipment.</li> </ul>				
	5.	<b>Endorsement:</b> JAXPORT will be added as an additional insured with a waiver of subrogation endorsement.			
(REG)	3	I-210			
	Int	termodal Container Transfer Facility (ICTF)			
	<b>SERVICES RENDERED</b> The TERMINAL OPERATOR does not warrant its services or its performance and shall not be responsible for loss, injury or damage to vessels, persons, cargo or other property unless said loss, injury or damage is caused by the Terminal Operator's failure to exercise reasonable care in the performance of its services.				

(Cancels Terminal Tariff No. 2021\_A)

In no event shall the TERMINAL OPERATOR be liable for loss or damage to cargo or to other property in its possession caused by shrinkage, degradation, fire, frost, moisture, heat, leakage, evaporation, theft, rodents, insects, the nature elements or an Act of God, or for delay, loss or damage resulting from strikes or lockouts, walkouts, picketing, or restraint of labor from whatever cause, wars, riots, insurrections, or for any other causes beyond the TERMINAL OPERATOR's reasonable control.

The TERMINAL OPERATOR shall not be liable for concealed damage or for the condition of cargo or goods packed in containers.

#### LIMITATION OF LIABILITY

Except in case of TERMINAL OPERATOR's own negligence, in no case shall the TERMINAL OPERATOR be liable for loss, damage or delay of cargo or other property for a sum in excess of five hundred dollars (\$500.00) per package or per unpackaged freight unit or per customary freight unit unless the Bailor, Shipper, Consignor, Charterer, Carrier, Consignee or Receiver, prior to the commence of services provided for herein, declares in writing a higher value and pays to the TERMINAL OPERATOR, in addition to the other charges for services herein set forth, a premium computed at one percent (1%) of the declared value of each package, unpackaged freight unit or customary freight unit. In the event of such additional payment, the TERMINAL OPERATOR shall be liable for loss, damage or delay to cargo or other property only to the extent of said full declared value of each such package or unpackaged freight unit and only if resulting solely from the TERMINAL OPERATOR's failure to exercise reasonable care.

#### EXPLOSIVE OR RADIOACTIVE COMMODITIES

The ICTF will not handle any explosive or radioactive containers.

#### WORKING HOURS

NORMAL WORKING HOURS (Excluding Saturdays/Sundays/Holidays) For the purpose of container delivery or receipt, the normal work hours are subject to the sole discretion of TERMINAL OPERATOR

CHARGES APPLICABLE ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS AND AT TIMES OTHER THAN REGULAR WORKING TIME

When services are requested or required on Saturdays, Sundays or Legal Holidays, or at hours other than Normal Working Hours, the loading and/or unloading charges applicable to such operations shall be applied, plus associated minimum guarantee and/or overtime related costs, which are to be quoted on a case-by-case basis.

#### **CREDIT PRIVILEGES**

Credit privileges and terms of credit are to be determined the TERMINAL OPERATOR.

#### **CONTAINER HANDLING**

#### DAMAGED UNITS

Damaged units will not be received unless prior written approval is received by the TERMINAL OPERATOR. If special handling is required all charges will be billed to the requesting line.

#### **REEFER UNITS**

(CHG) (+) Reefer units will not be handled at the ICTF unless prior arrangements have been made with TERMINAL OPERATOR. All charges incurred due to the maintaining or monitoring of reefer units while in the ICTF facility will be billed to the line at cost plus 20%.

(Cancels Terminal Tariff No. 2021\_A)

#### **CHARGES**

### CONTAINER CHARGES

#### FREE TIME (96 HOURS excluding SUNDAYS)

After free time expires following rates will apply.

<u>DAY 5 – 15</u>	<b>\$ 22.00</b> per day per container
20' Containers	<b>•</b> • •
40' Containers	<b>\$ 44.00</b> per day per container
45' Containers	<b>\$ 50.00</b> per day per container
BEYOND DAY 15	
20' Containers	<b>\$ 44.00</b> per day per container
40' Containers	<b>\$ 88.00</b> per day per container
45' Containers	<b>\$100.00</b> per day per container

#### DEMURRAGE RATE

Chassis demurrage

per 24 hour period **\$25.88** 

Under no circumstances shall TERMINAL OPERATOR be responsible to the consignor or consignee of the cargo for railcar demurrage.

No responsibility will be assumed by the TERMINAL OPERATOR for delays or demurrage on railroad cars or highway trucks, as well as interruption of service due to heavy rain, flooding, electrical failure and other causes beyond its control and not the fault of the TERMINAL OPERATOR.

#### LIFT CHARGE

\$63.96
<b>\$72.45</b> each lift
<b>\$72.45</b> each container

#### **INSPECTION**

Containers requested to be inspected by any Governmental agency will be assessed a charge of **\$129.38** billed to the appropriate line.

#### PLACARDING

Affixing and/or removal of placards to/from container where required, the TERMINAL OPERATOR will charge a fee of **\$34.16** per each placard. To be billed to the appropriate line.

#### **SEALS**

When requested by the line a seal will be affixed and recorded for a charge of **\$25.88** per seal

### <sup>(REG)</sup> **31-215**

#### JURISDICTION

Jurisdiction for any action whether in law or equity and whether founded in contract or in tort, brought by any user against JAXPORT arising from or incidental to the operations performed on JAXPORT property and/or use of JAXPORT's services or facilities, shall lie exclusively in the Circuit

	Court of the Fourth Judicial Circuit, in and for Duval County, Florida. Use of JAXPORT's facilities or receipt of services by any user shall constitute consent to jurisdiction and venue in accordance with this rule 31-165 and further shall constitute waiver of jurisdiction or venue in any other location or forum. This rule does not apply to any action by any user against JAXPORT which may be instituted pursuant to an Act of the Congress of the United States that expressly designates the jurisdiction in which such action shall be prosecuted, and from which JAXPORT would not have sovereign or eleventh amendment immunity.
(REG)	31-220
	LIABILITY
	JAXPORT shall not be responsible for loss of any freight being loaded or unloaded at the facilities, nor for damage to or loss of freight on or in its facilities, by fire, leakage or discharge of water from fire protection sprinkling system; collapse of buildings, sheds, platforms, wharves, subsidence of floors or foundations; breakage of pipes; nor for loss or damage caused by rats, mice, moths, weevils or other animals or insects; frost or the elements; nor shall they be liable for any delay, loss or damage arising from combination of strikes, tumult, insurrection, or acts of God, nor from any of the consequences of these contingencies.
(REG)	31-225
	LOITERING
	It is prohibited for any person to loiter upon the properties of the Jacksonville Port Authority. It shall be unlawful for unauthorized persons to enter passenger terminals, cargo terminals, and all other buildings and/or facilities owned by the Jacksonville Port Authority without an approved business purpose. It is unlawful for an authorized person to assist an unauthorized person in accessing the restricted areas of the Jacksonville Port Authority by circumventing security protocols.
(DEF)	31-230
	MILITARY CARGO
	Military cargo is defined as cargo owned or leased by the United States Military. All charges for military cargo will be assessed against the military. Military cargo owned or leased by <b>other than</b> the U.S. military is defined as general cargo and will be assessed against the vessel.
(CHG)	31-235
	MINIMUM CHARGE
	Minimum charge for a single invoice or for each service rendered will be <b>\$104.47</b> . For minimum charge on equipment rental, see rule <u>31-140</u> .
(CHG)	31-240
	MISCELLANEOUS SERVICES
	When materials, services, or personnel are furnished by JAXPORT for use in the performance of miscellaneous services outside of any existing agreement or contract, all charges will be at JAXPORT

	cost (labor and materials) plus thirty percent (30%). When the use of mechanical equipment is required for services performed under the provisions of this item, see rule <u>31-140</u> for charges.			
	······································			
(REG)	31-245			
	NO SMOKING			
	It is prohibited for any person to smoke or, or use electronic vapor cigarettes or produce open flame upon JAXPORT common area, wharves, aprons, or common cargo staging areas other areas in the immediate vicinity of vessels containing, loading, or discharging explosives or dangerous cargo to include vessel fuel transfer operations and/or any other areas as determined by JAXPORT, Fire Department, State or Federal Regulation.			
(DEF)	31-250			
	OPEN STORAGE AND/OR PARKING			
	Refers to the area designated by the Terminal Director for open storage or parking on the terminal where loaded or empty containers, when on own wheels or chassis or flat bed trailer, may be held in custody of JAXPORT on instructions by the vessel, its owners, agents or other authorized vessel representative.			
(CHG)	31-255			
	OVERFLOW LAND RENTAL			
	This item is subject to applicable Florida state sales tax. Subject to availability and other JAXPORT customer commitments, port users may lease overflow acreage as indicated below at the discretion of the Terminal Director.			
	TypePer Calender Month, Per AcreImproved Land (Paved)3,140.55Semi-Improved Land (Stone)2,096.17Unimproved Land1,570.64			
	Land rental is subject to a minimum charge of 1-acre per Calendar Month . See rule <u>31-455</u> for warehouse and office space rental charges.			
	General Environmental Obligations			
	Port users who utilize overflow land must maintain the premises in compliance with any applicable environmental law and be responsible for making any notification or report required to be made under such law concerning the premises to the designated governmental authority. The port user will expeditiously cure, at its expense and to the satisfaction of the Jacksonville Port Authority, any material violation of applicable environmental law at its sole cost and expense to the extent such violation is attributable to events or conditions that arose from the user's operations on the premises.			

	The Jacksonville Port Authority reserves the right and may, during normal business hours on business days and upon reasonable notice or at any time without notice in case of an emergency enter upon the premises for the purpose of determining the land user's compliance with the provisions of the overflow agreement relating to environmental matters.
(DEF)	31-260
	OVERTIME CHARGES
	The regular working hours of JAXPORT terminals shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday, holidays excluded (see rule <b>31-310</b> ). Overtime charges, as stated herein, shall apply when services are performed on Saturdays, Sundays, holidays, and at times not within the regular working hours of JAXPORT.
(CHG)	31-265
	PARKING, CRUISE TERMINAL
	Passenger vehicles parked at JAXPORT Cruise Terminal will be assigned parking space as designated by Terminal Operator. Parking will be assessed a rate of <b>\$17.00</b> per vehicle, per day, except as otherwise stated herein. Recreational vehicles, or vehicles occupying two parking spaces will be charged <b>\$34.00</b> per vehicle, per day. Non-Cruise Passenger vehicles parked at JAXPORT Cruise Terminal will be charged <b>\$3.00</b> per day for short term parking.
(CHG)	31-270
	PENALTY CHARGES
	<ol> <li>Failure to comply with an order to vacate (rule <u>31-435</u>) will result in a penalty charge assessed to the vessel owner or agent of <b>\$13,999.58</b> per hour for each hour of non-compliance.</li> </ol>
	<ol> <li>Failure to provide billing information as stipulated in rule <u>31-025</u> will result in a penalty charge of <b>\$16.15</b> per day, per vessel.</li> </ol>
(REG)	31-275
	PERSONNEL PROTECTIVE EQUIPMENT
	All personnel operating on JAXPORT common areas to include, all roadways, wharfs, aprons and common cargo staging areas shall wear an approved reflective safety vest or clothing that provides high visibility. All personnel working in or around JAXPORT cranes will wear an approved hard hat at all times. Motorcycle riders wearing full face mask helmets or face coverings (Gaiter/Balaclavas) must remove them for facial recognition at access points. Open toed shoes are prohibited in the aforementioned areas unless approved by Director of Public Safety and/or his designee.
(CHG)	31-280
	JAXPORT CRUISE TERMINAL PORT FEES

	ville Port Authority will impose a fee on all commercial v DRT Cruise Terminal at Dames Point. Commercial vehic			
	T Cruise Terminal for regular cruise service will not incu			
	e limited to the franchised taxi company contracted by			
	only access the Cruise Terminal to pick up pre-arrange			
	specific person(s) they are to pick up. (Any commercial	vehicle can drop off		
passengers)				
COM	MERCIAL VEHICLE FEES:			
COM	All Commercial Traffic	10.00		
	Coach/Full-Size Bus (26 or more passengers):	50.00		
	Franchised Taxi Company	3.00		
	Transportation Networking Companies	3.00		
71 001				
31-281				
PHOTOGR/	APHY POLICY			
All requests	for photography and/or film recording of operations at 3	JAXPORT facilities by new		
	s, commercial or public entities must be submitted to .			
(Security.Co	ommunications@jaxport.com or 904-357-3360) for a	pproval.		
	to conduct Unmanned Aircraft System (drone) filming o			
	ties must be approved by JAXPORT Communications, a ement, and Terminal Operations. JAXPORT requires the			
KISK Manage	ment, and reminal Operations. SAXPORT requires the	Tollowing.		
	• Copy of the Business License of the drone operato	or's company		
	Copy of Certificate of Business Liability Insurance			
	additional insured	J		
	A waiver of subrogation			
	A letter on Company Letterhead attesting to the example.			
	Copy of the Drone Operator's FAA Certificates of A	Approval and pilot certific		
Dhotograph	y and/or recording of any military equipment or security	effort is prohibited to in		
	ed to security checkpoints, baggage screening, X-ray m			
	connel, and similar security measures, unless authorized			
	ir designee. By federal guidelines, filming U.S. Customs,			
	s prohibited. Filming is prohibited of un-cleared interna			
from cruise v	/essels.			
71 205				
31-285				
POINT OF R	<u>EST</u>			
Point of rest	is the area of the terminal which is assigned for the rec	eipt of inbound cargo and		
	nd cargo may be delivered and that area which is assig			
	nt of Rest Rate is for unique cargo situations where an c			
requirement	nt of Rest Rate is for unique cargo situations where an c for a first point of rest staging location on JAXPORT ma nediately moved to an off-site location or a terminal ope	arine terminals and then		

	POINT OF REST RATE:		
	Day 1 – Day 5: (per acre/per day)	368.93	
	At the discretion of the Terminal Director, JAXPORT shall have th hundred percent (200%) of the rate stated above for any cargo th rest location on JAXPORT marine terminals greater than 5 days.		
3)	31-290		
	REGULATIONS, FEDERAL MUNICIPAL, STATE, JAXPORT		
	JAXPORT to all vessels or their principals prior to or upon entering JAXPORT facilities, equipment or services shall comply with and and any other persons over whom it has control to comply with a ordinances, rules and regulations applicable to the use of JAXPO limited to those adopted by the United States Occupational Safe United States Customs & Border Protection, United States Coast Environmental Protection Agency, Florida Department of Environ Department of Natural Resources, United States Department of	shall cause its office III municipal, state a RT facilities includin ty and Health Admir Guard, United State nmental Regulatior	rs, employe nd federal I g but not nistration, s
	Department of Highway Safety and Motor Vehicles. The user sha Oil Pollution Act of 1990, JAXPORT's rules and regulations govern tenants including JAXPORT's Seaport Security Plan adopted in a Florida Statutes, 33 CFR Part 105, to include all Business Purpose required Security Awareness Training, and JAXPORT's published municipal, state or federal agency implements any law, ordinance requiring JAXPORT, as the land owner, to perform any protective including the booming of vessels, it shall be the responsibility of procedures at its own expense, provided that the necessity of suc otherwise required as a result of the user's operation on JAXPOR other affected parties will in the event of being required by any n implement any law, ordinance, statute, rule or regulation causing preventive or protective action will, upon such direction immedi Security Operations Center 24/7 at 904-357-3360 without delay.	Il also ensure compl ing the use of its fac cordance with Sect Access Control Regi tariff or its reissue. In e, statute, rule or reg or preventative pro the user to perform ch procedure is man T property. All agent nunicipal, state or fe g said party to perfor	iance with t cilities by its ion 311.12, stration and the event gulation cedure these idated or cs, operators deral agend rm any
F)	Oil Pollution Act of 1990, JAXPORT's rules and regulations govern tenants including JAXPORT's Seaport Security Plan adopted in a Florida Statutes, 33 CFR Part 105, to include all Business Purpose required Security Awareness Training, and JAXPORT's published municipal, state or federal agency implements any law, ordinance requiring JAXPORT, as the land owner, to perform any protective including the booming of vessels, it shall be the responsibility of procedures at its own expense, provided that the necessity of suc otherwise required as a result of the user's operation on JAXPOR other affected parties will in the event of being required by any n implement any law, ordinance, statute, rule or regulation causing preventive or protective action will, upon such direction immedi	Il also ensure compl ing the use of its fac cordance with Sect Access Control Regi tariff or its reissue. In e, statute, rule or reg or preventative pro the user to perform ch procedure is man T property. All agent nunicipal, state or fe g said party to perfor	iance with t cilities by its ion 311.12, stration and the event gulation cedure these idated or cs, operators deral agend rm any
F)	Oil Pollution Act of 1990, JAXPORT's rules and regulations govern tenants including JAXPORT's Seaport Security Plan adopted in a Florida Statutes, 33 CFR Part 105, to include all Business Purpose required Security Awareness Training, and JAXPORT's published municipal, state or federal agency implements any law, ordinance requiring JAXPORT, as the land owner, to perform any protective including the booming of vessels, it shall be the responsibility of procedures at its own expense, provided that the necessity of suc otherwise required as a result of the user's operation on JAXPOR other affected parties will in the event of being required by any n implement any law, ordinance, statute, rule or regulation causing preventive or protective action will, upon such direction immedi Security Operations Center 24/7 at 904-357-3360 without delay.	Il also ensure compl ing the use of its fac cordance with Sect Access Control Regi tariff or its reissue. In e, statute, rule or reg or preventative pro the user to perform ch procedure is man T property. All agent nunicipal, state or fe g said party to perfor	iance with t cilities by its ion 311.12, stration and the event gulation cedure these idated or cs, operators deral agend rm any
F)	Oil Pollution Act of 1990, JAXPORT's rules and regulations govern tenants including JAXPORT's Seaport Security Plan adopted in a Florida Statutes, 33 CFR Part 105, to include all Business Purpose required Security Awareness Training, and JAXPORT's published municipal, state or federal agency implements any law, ordinance requiring JAXPORT, as the land owner, to perform any protective including the booming of vessels, it shall be the responsibility of procedures at its own expense, provided that the necessity of suc otherwise required as a result of the user's operation on JAXPOR other affected parties will in the event of being required by any n implement any law, ordinance, statute, rule or regulation causing preventive or protective action will, upon such direction immedi Security Operations Center 24/7 at 904-357-3360 without delay. <b>31-295</b>	Il also ensure compl ing the use of its fac cordance with Sect Access Control Regi tariff or its reissue. If e, statute, rule or reg or preventative pro the user to perform ch procedure is man T property. All agent nunicipal, state or fe g said party to perfor ately notify the Auth	iance with cilities by its ion 311.12, stration an the event gulation cedure these idated or cs, operator deral agene m any nority, via th

	Port facilities without the written approval by the JAXPORT Terminal Director. A written request must be submitted to the Director no less than 48 hours prior to any aforementioned obstruction and shall include a complete explanation of what work is to be done, where it will occur and what impact it will have upon Port traffic, tenants and users of Port facilities. The request shall contain a statement that the applicant will be responsible for returning the access way to a condition as good as or better than prior to the obstruction thereof and an indemnification of the Port Authority holding the Port Authority harmless from any and all claims, damages or losses which might be incurred or sustained as a result of the access way obstruction, unless the Port Authority or employees were negligent. Cost incurred by JAXPORT to provide traffic control and other resources associated with roadway obstruction will be assessed at tariff rate.			
(REG)	31-305			
	SAFETY / SECURITY INCIDENT REPORTING			
	All personnel approved for access onto JAXPORT Secure or Restricted Areas shall immediately report all known safety or security incidents that result in criminal acts, any damage to property, private, commercial or JAXPORT property, as well as any incidents that include an OSHA reportable injury, death, hazardous material, or anytime Fire Rescue or Police agencies are required. Safety or security incidents under the aforementioned guidelines shall be reported immediately, but no later than 30 minutes from the start of the incident, to the JAXPORT Public Safety Operations Center at 904-357-3360 and safety@jaxport.com. Additionally, notification must be made to all appropriate Municipal, State or Federal government agencies that the specific type of incident would require.			
(REG)	31-310			
	SCHEDULE OF HOLIDAYS			
	The following holidays are observed by the Jacksonville Port Authority and authorized JAXPORT Terminal Operators as official holidays and will be considered as overtime days.			
	<ul> <li>New Year's Day</li> <li>Martin Luther King's Birthday</li> <li>Washington's Birthday</li> <li>Memorial Day</li> <li>Independence Day</li> <li>Labor Day</li> <li>Veteran's Day</li> <li>Veteran's Day</li> <li>Friday after Thanksgiving Day</li> <li>Christmas Eve</li> <li>Christmas Day</li> </ul>			
	When a holiday falls on Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed. Regular work days are Monday through Friday 8am to 5pm, except lunch hour from 12-1pm.			
(REG)	31-315			

(Cancels Terminal Tariff No. 2021\_A)

#### SEAFARERS ACCESS

All vessels calling at Jacksonville Port Authority facilities will remain responsible for ensuring timely and approved transportation is provided for crew members to depart and or return to the vessel via Jacksonville Port Authority gates and restricted Areas. JAXPORT will coordinate with tenant facilities and vessel agents on crew members, and or other approved vessel visitors or support personnel access list at no cost to JAXPORT. JAXPORT will allow commercial transportation companies that are properly credentialed and approved access to vessel pick up areas to facilitate timely movement of crew members. Where JAXPORT incurs any cost associated with seafarer access, such cost will be passed to the calling vessel via the identified vessel agent.

#### Seafarers Access

Foreign Seafarers must have a US Customs and Border Protection issued I94 (joining) /I95 (crew status), identification, and have vessel crew joining papers or be on an existing vessel crew list. (Verification required)

All vessels calling at Jacksonville Port Authority facilities will remain responsible for ensuring timely and approved transportation is provided for crew members to depart and or return to the vessel via Jacksonville Port Authority gates. JAXPORT will coordinate with tenant facilities, vessel agents, and vessels for port access for crew members, approved vessel visitors, or support personnel by the following means:

- JAXPORT will allow commercial transportation companies, that are properly credentialed and approved, access to vessel pick up areas to facilitate timely movement of crew members. Where JAXPORT incurs any cost associated with seafarer access, such cost will be passed to the calling vessel via the identified vessel agent.
- JAXPORT tenant facilities directly responsible for vessel interface will provide shuttle transportation to and from the vessel from areas outside the restricted access area by tenant transport.

• Vessel agents, with JAXPORT TWIC Escort endorsement, may provide personal transportation to and from the vessel or contract a transportation company to provide the service.

• Non-tenant Seamen's welfare organizations have access to the facility by private transportation, with pier parking, but must be on a vessel's visitors list.

- River Pilots have port access with parking at all JAXPORT terminals.
- JAXPORT contract security may assist in crew transportation when required.

Nothing in this tariff will prohibit the seafarer or other above mentioned individuals from making other transportation arrangements compliant JAXPORT Facility Security Plan.

### <sup>(REG)</sup> **31-320**

#### SECURITY OF CARGO

It is the responsibility of all Port users to furnish their own security personnel when they have cargo and other property on Port premises, which has high susceptibility to theft or as required by regulation. Security Officers must be licensed and/or trained to 33 CFR 105.210, and approved for security duties by JAXPORT. Users of Jacksonville Port Authority's cargo or cruise areas may be

	required to utilize JAXPORT Security personnel and will be charged at identified tarif	f rates.			
HG)	31-325				
	SECURITY FEES				
	Vessel Type Charg e				
	Vessels with 200 or more containers (see note), loaded 7.47 to or discharged from vessel, empty or loaded, per container or unit:				
	All other vessels (including vessels loading or 3.76 discharging less than 200 containers (see note), loaded or empty) per linear foot based on vessel LOA (length overall):				
	NOTE: "Containers" shall include, but not limited to the following types of equipment trailers; expandable flatbed trailers; iso containers; stainless steel tank trailers; dry tra bed trailers; flatrack trailers; refrigerated trailers; dry containers; open top containers; containers; stainless steel tank containers; refrigerated containers; high cube contain insulated containers and trailers; any other rolling equipment used to transport carg or combination vessels, NOS.	ilers; lowboy ; flatrack ners and trail			
EF)	31-330				
	SECURITY FEES				
	Fees charged to vessel owner, agent, or terminal operator to offset JAXPORT cost of with Federal, State and Local security regulations and laws (rule <b>31-290</b> ). Fees will be against every vessel using JAXPORT terminal facilities. This is a minimum charge. JA reserves the right to assess additional security charges to other port users, including to vehicle decals, security badges, 33 CFR Part 105.215 Training, access control, use of security resources, etc. See rule <b>31-325</b> for security fee charge.	assessed XPORT but not limi			
EG)	31-335				
	SECURITY FIRMS				
	Contract Security Firms which provide services on JAXPORT must provide evidence with applicable State and Federal Law related to seaport security. All security officers port must be Florida State licensed and receive the training required by the Maritim Transportation Security Act. <u>Armed security</u> on JAXPORT property is prohibited with consent of the JAXPORT Director of Public Safety.	s used on the e			
	Federal requirements for armed security for vessels will be coordinated through JAX Safety by scheduling sworn members of the Jacksonville Sheriff's Office. These charge passed to the vessel agent at Tariff rate.				

(Cancels Terminal Tariff No. 2021\_A)

### <sup>(CHG)</sup> **31-340**

#### SECURITY SERVICES

When required, security services will be billed by JAXPORT at a minimum of four hours per guard, law enforcement officer, and or JAXPORT Public Safety Compliance Officer (PSCO/FSO). Security cancellations will be billed the four-hour minimum unless cancelled 24 hours prior to operational period. Each hour, or part thereof, will be billed at Tariff.

During holidays, no notice request for services, and special events i.e., Gator Bowl Game, overtime rates may apply to services.

Rental of Security/Safety Boat requires JAXPORT Public Safety Vessel operator and or crew member as determined necessary. Cost for additional crew member will be at established JAXPORT Tariff rate.

Туре	Per Hour Charge
OFFICER RATES PER HOUR	
Contract Security Officer	27.73
Contract Security Officer with Vehicle	38.82
Public Safety Compliance Officer	55.46
Law Enforcement Officer	64.33
OFFICER OVERTIME RATES PER HOUR	
Contract Security Officer at OT Rate	42.15
Contract Security Officer at OT Rate with Vehicle	53.25
Public Safety Compliance Officer	72.10
Law Enforcement Officer OT Rate	86.52
PUBLIC SAFETY EQUIPMENT (When available)	
Light Cart / Generator (Per Day <u>)</u>	61.01
Security / Safety Vessel with Operator (Per Hour)	138.65
Mobile Command Vehicle (Per Day)	110.93
Mobile Security Booth & Generator (Per Day)	61.01
Variable Message Sign (Per Day)	61.01

### <sup>(DEF)</sup> **31-345**

#### SECURITY AND SAFETY VIOLATIONS

All personnel entering upon JAXPORT property are subject to security and safety requirements in accordance with 33 CFR Part 101 and 105 as well as JAXPORT policies and procedures. Personnel failing to adhere to established requirements are subject to issuance of a security/safety violation with associated administrative actions.

## (REG) **31-350**

**SOLICITATION** 

It is prohibited for any person to solicit or carry out any business on property of the Jacksonville Port Authority without first obtaining authorization with established business purpose, and will be subject to having required occupational licenses.

(REG)	31-355
	SPACE ALLOCATION
	Warehouse, office and/or open storage space is available for qualified users for the receipt, storage, handling, or shipment of cargo. Interested parties should contact the Terminal Director to review space availability and required schedule. Space shall be assigned upon completion of the "Space Allocation Agreement" document.
(REG)	31-360
	STEVEDORE GEAR ATTACHED TO CRANES
	The stevedore shall be completely responsible for the safe attachment, safe operation and safe removal of any stevedore gear attached to JAXPORT gantry and whirly cranes. This includes E-Gear (emergency gear), WTP Attachments, chokers, slings, shackles, wires, etc. used to handle cargo. JAXPORT will not be responsible for the failure of any stevedore equipment or the resulting loss of productivity.
(DEF)	31-365
	STORAGE
	The service of providing warehouse or other terminal facilities for the storing of inbound or outbound cargo (see rule <u>31-255</u> ).
(CHG)	31-370
	SWEEPING TENANT FACILITIES
	The Jacksonville Port Authority will sweep facilities of lessees of the Port upon request of such lessees and will assess a charge of <b>\$144.49</b> per hour regular time or <b>\$214.56</b> per hour overtime, whichever is applicable. This rate includes the use of a power sweeper and the services of an operator subject to a minimum charge for two hours service. After minimum service charge has accrued, additional consecutive time, excluding meal hour, will be assessed to the nearest quarter hour.
(REG)	31-375
	TARIFF INTERPRETATION
	The Jacksonville Port Authority shall have the sole authority to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this tariff and any re-issue thereof.
(REG)	31-380

	TAXES
	This tariff is subject to applicable taxes in addition to charges published herein.
(REG)	31-385
	TERMINAL OPERATORS AUTHORIZED BY JAXPORT
	The following terminal operators are authorized by JAXPORT to operate their own terminal facilities in accordance with individual lease agreements and all other rules, regulations, obligations, terms and conditions contained in this tariff and its reissue and all applicable Federal, State and Local regulations (see rule <u>31-225</u> ). When charges are made for terminal services by authorized terminal operators, <u>at charges differing in amount from or not included in the charges named in this</u> <u>tariff</u> , the terminal operator must provide a copy of its tariff charges in writing to the Jacksonville Port Authority, and must maintain a copy of such tariff charges in electronic format on its own website, in accordance with Federal Maritime Commission rules, or make arrangements with JAXPORT to publish Terminal Operator's tariff on JAXPORT's website. In all cases, terminal operators are responsible for updating their own terminal tariff charges, duly noticed 30 days in advance of effective date, as required by the Federal Maritime Commission.
	A. BLOUNT ISLAND MARINE TERMINAL
	<ul> <li>APS Stevedoring LLC 904-449-3074 www.apsstevedoring.com</li> </ul>
	<ul> <li>Horizon Terminal Services</li> <li>904-479-3194</li> </ul>
	<u>horizonterminals.com</u>
	Portus Stevedoring LLC     904-757-1170     www.portus-us.com
	<ul> <li>SSA Cooper, LLC</li> <li>904-696-7666</li> <li>www.ssamarine.com</li> </ul>
	B. TALLEYRAND MARINE TERMINAL
	Seaonus Stevedoring     904-355-6669     www.seaonus.com
	<ul> <li>SSA Cooper, LLC</li> <li>904-696-7666</li> <li>www.ssamarine.com</li> </ul>
	<ul> <li>Gulf Terminals International, Inc. (GTI) 904-696-8900 gtijaxfl@gmail.com</li> </ul>
	gujuxnagrinali.com

	904-727-226			
	www.crowley.com			
	• Westway			
	904-356-3311 <u>www.westwayterminals.com</u>			
	C. DAMES POINT MARINE TERMINAL			
		rine Terminal		
	904-714-018	5		
(0110)	www.trapac	<u>.com</u>		
(CHG)	<sup>HG)</sup> <b>31-390</b>			
	TERMINAL USE			
		discharging cargoes at JAXPORT facilitie	s operated by parties to this tariff will	
	be assessed a terminal	use charge.		
		<b>6</b>		
		Commodity	Charge *	
		All cargo except Heavy Lift	0.70	
		Heavy Lift (as defined in Rule <u>31-190</u> )	3.03	
			3.05	
	*Charge per 2,000 pou	nd short ton except as indicated		
(DEF)	31-395			
	01000			
	TERMINAL USE			
		tevedore when cargo is handled to/from		
	by the Jacksonville Port Authority or participating Jacksonville Port Authority terminal operators			
	(see rule <u>34-385</u> ). This charge is for the use of the facilities provided. All necessary clean-up is the			
	responsibility of the ste	evedore. See rule <u>31-390</u> for terminal use	charges.	
(REG)	71 (00			
(1120)	31-400			
	TRAFFIC CONTROL			
	JAXPORT cargo operations requiring traffic control to mitigate safety concerns and or to facilita			
		be the responsibility of the terminal opera		
		erminal Director or his/her designee has		
		es the appropriate safe guard have not be		
		PRT may provide traffic control officers at		
(REG)	71 (05			
(REO)	31-405			
	TRAFFIC ENFORCEME	<u>NT</u>		
		any conveyance to proceed at a speed w or structures. Official signs indicating lim		
1	L CONVEYANCES, PEISONS	JI SU ACTALES. OTTICIAL SIGHS INAICATING IIM		

	facilities shall be strictly obeyed. All violations are subject to Florida	State Statue and or
	administrative actions to include but not limited to suspension or re JAXPORT terminals by the JAXPORT Director of Public Safety or De	
(DEF)	31-410	
	TRANS-SHIPMENT CARGO	
	Defined as cargo discharged from one vessel and re-loaded to a dif	ferent vessel.
(REG)	31-415	
	TWIC ESCORTS	
	The Jacksonville Port Authority (JAXPORT) is subject to seaport second requirements imposed by federal regulation, state law and Authority of the Authority to strictly enforce access control requirements.	•
	JAXPORT reserves the right to provide escort services for non-TWIC purpose on port property within the port's designated secure and r responsibility for authorized visitors subject to this policy may be tra CFR Part 105 regulated Tenant or designated official within their lea period of each visit. The Director of Public Safety and Security or De individual cases which do not compromise the intent of this tariff it or increase risk. The authorized TWIC escort must continuously rem TWIC person in a manner sufficient to observe whether the escorte activities other than those for which escorted access was granted.	estricted areas. Custody and ansferred to an authorized 33 ased area for the complete time signee is authorized to consider em, violate federal or state laws, nain side by side with the non-
	Any JAXPORT Tenant operating with an approved 33 C.F.R. Part 105 sponsor a third-party private TWIC Escort shall provide written auth Registration Form to the JAXPORT Coordinator of Access Control. T include and establish a business purpose for entry into JAXPORT Re Regulated Tenant Facilities and or sponsored third party TWIC escor and liability for any security breach occurring during escorts to and area. The authorized TWIC escort must continuously remain side by in a manner sufficient to observe whether the escorted individual is those for which escorted access was granted.	norization via JAXPORT The written authorization must estricted Access Areas. ort services assume responsibility from the Tenant Facility's leased v side with the non-TWIC person
	All authorized personnel conducting escorts of Non-Transportation (TWIC) holders must be approved and identified by JAXPORT. JAXP authority to remove escorting privileges for any individual and or co	ORT reserves the right and
	All Non-TWIC escorts conducting Cargo operations must wear a Hig Vest.	gh Visibility Personal Protective
	All authorized Third Party TWIC Escorts conducting cargo escorts o Identification Credentialed person(s) must meet the insurance requ	-
	TWIC Escort Service for Non-TWIC Holders	Charge
	Escort MonFri. 7:00 a.m. until 6:00 p.m.	
	Private owned registered vehicle	\$75.00
		ψ13.00

Commercial Carriers	\$125.00		
Escort after 6:00 p.m. until 7:00 a.m. After hours, weekends, holidays	\$250.00		
Project / Contract / Vendor Escorts	Charge		
One escort to meet required ratio to maintain side by side escort			
Pay on Arrival – MonFri. 7:00 a.m. until 6:00 p.m. Subject to two hours	Two hour minimum \$125.00		
minimum	100110011111111111111111111111111111111		
	Two hours minimum		
After 6:00 p.m. until 7:00 a.m. weekends, holidays Subject to two	\$250.00**		
hours minimum			
	**In addition:		
	\$125. Each additional two-		
	hour block		
High Visibility Personal Protective Vest Required per Tariff 31-275	\$10.00 per vest		
High visibility Personal Protective vest Required per failin 31-275	\$10.00 per vest		
*Note: To establish company invoicing contact: Access Control Cer	nter at <u>twicescort@jaxport.com</u>		
904-357-3344 during normal business hours (Monday – Friday 7:30	a.m. – 4:30 p.m.)		
PAYMENT TYPES:			
Monday thru Friday - 7:00 a.m. – 6:00 p.m.			
<ul> <li>Cashier's Check / Money Order</li> <li>Company Check / ComCheck</li> </ul>			
<ul> <li>Credit Card / Debit Card</li> </ul>			
After Hours - 6:00 p.m 7:00 a.m. weekends, holidays			
Cashier's Check / Money Order			
Company Check / ComCheck			
31-420			
UNITIZED CARGO			
Unitized cargo is defined as units of cargo unitized or palletized an	• • • •		
together as one unit permitting all handling of said cargo by mech	ianical equipment.		
71 / 25			
31-425			
VEHICLES ON FACILITIES			
It shall be prohibited for the owner or the driver of any automobile, truck, trailer or other vehicle, to			
allow same to remain parked on any wharf, apron or on the inside of any wharf, transit shed or			
warehouse, or any roadway on the Port facilities, for a longer period than is necessary to load or			
unload its cargo or its passengers. All parking will occur in designated areas only. Any vehicle in			
violation of this tariff item may be towed away and stored at the owner's expense. The Jacksonville			
Port Authority shall assume no responsibility for charges or damag			
Vehicle drivers will comply with all signage, traffic signals, traffic co			
Motor Vehicle Laws. Failure to comply may result in loss of driving other associated administrative penalties.	privileges on JAXPORT and or		

DEF)	31-430			
	VESSEL DEFINITION			
	The term vessel, carrier or owner as used within this tariff shall be interchangeable with and include their respective authorized and/or contractual agent(s).			
)	31-435			
	VESSEL TO VACATE			
	JAXPORT may order any vessel to vacate any berth when JAXPORT deems that the continued presence of such vessels at such berth would be a potential hazard to the vessel, the berth, JAXPORT's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of JAXPORT's facilities by others. Such situations include, but are not limited to, the following:			
	<ul> <li>when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel a threat to the vessel and/or JAXPORT's facilitie equipment or personnel;</li> </ul>			
	<ul> <li>when the berth is committed to others under a preferential berth arrangement or other agreement;</li> </ul>			
	<ul> <li>when the vessel's cargo or other items represent a hazard to other vessels, cargo, personnel or facilities;</li> </ul>			
	<ul> <li>when the vessel refuses to work continuously to completion of its loading and/or discharge (see rule <u>31-475</u>);</li> </ul>			
	<ul> <li>when a vessel is performing shipyard type maintenance repair; or</li> </ul>			
	<ul> <li>for any other reason determined by the Terminal Director to protect the interests of JAXPORT.</li> </ul>			
	JAXPORT shall provide written notice (administrative message, facsimile transmission, e-mail, etc.) to the steamship line and/or the vessel agent advising of the requirement to vacate. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time. If a vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by JAXPORT or others as a result of such failure to vacate. JAXPORT shall have the option, but not the duty, of moving the vessel to another location of its choosing, at the sole risk and expense of the vessel. If such movement occurs, the vessel shall hold JAXPORT harmless for any damages or liability it may incur as a result of such movement (see rule <b>31-015</b> ). Refusal to vacate may result in denial of future berthing privileges at JAXPORT facilities. For penalty charges, see rule <b>31-270</b> .			
	31-440			
	VOLUME RATES			
	Defined as volume tonnage based on a given 12-month period.			

(Cancels Terminal Tariff No. 2021\_A)

### <sup>(CHG)</sup> **31-445**

#### WAREHOUSE/OFFICE SPACE RENTAL

This item is subject to applicable Florida state sales taxes. Subject to availability, tenants may lease overflow/temporary warehouse space on a short term basis at **\$12.15** per square foot annually, with a minimum charge of **\$760.33** per calendar month rental or fraction thereof. Subject to availability, tenants may lease overflow/temporary office space on a short term basis at **\$23.34** per square foot annually, with a minimum charge of **\$760.33** per calendar month rental or fraction thereof.

### <sup>(CHG)</sup> **31-450**

#### WATER, PROVISION OF

When requested, fresh water will be furnished to vessels during regular hours (see rule <u>31-310</u>) at a charge of **\$4.56** per short ton. Subject to minimum charge of 23 S/T. (Subject to Tariff Item 31-235, Minimum Charge). Fresh water charges are subject to utility tax of 10% or as otherwise stipulated by the taxing authority.

			Charge *	Rate Type	
Automobiles, r	new manufactured lots,		6.12	Per	
Automobiles, other than new,			10.59	Per	
Breakbulk Cargo (vessels 500 linear feet or less) not otherwise stated, except heavy lift		3.80	Pe		
except heavy li		tated,	5.32	Pe	
Dry Bulk Cargo			3.03	Pe	
Liquid Bulk Ca			2.27	Pe	
	t otherwise stated		3.03	Pe	
	go (Vessels 500 Linear Feet or Less)		3.71	Pe	
-	go (Vessels over 500 linear Feet)		5.32	Pe	
Empty contain			22.82	Per	
	lefined in rule <u>31-190</u> )		9.14	Pe	
	ounds but less than 300,000 pounds lefined in rule <mark>31-190</mark> )		11.32	Pe	
5 (	bounds, plus JAXPORT project engineering cos	t if	11.02		
Livestock		4.53	Per		
Other mobile units (wheeled/tracked), and/or accessories, except heavy lift cargo			10.36	P€	
	barking, disembarking, or on board vessel at a <b>pound ton except as indicated</b>	rrıval	11.19	pass	
	Watercraft	Charge	•		
	Not exceeding 16' in length, per boat	30.4			
	Over 16' but not over 24' in length, per boat	38.0	2		
	Over 24' but not over 28' in length, per boat	45.6	3		
	Over 28' but not over 35' in length, per boat	60.8	4		
	Over 35' but not over 60' in length, per boat	114.0	7		
	Over 60' in length, per linear foot	3.8	0		
		Note: JAXPORT will strictly prohibit any movement of coal ash by new JAX			
Note: JAXPORT wil		new JAXP	ORT tenar	its	

(Cancels Terminal Tariff No. 2021\_A)

(REG)	31-465			
	WHARF OBSTUCTION			
	Stevedore's tools, appliances and equipment, vehicles, or any other material or object which is not part of the cargo will not be permitted to remain or be stored on the aprons wharves, wharf premises, driveways, roadways, or other locations that would hamper normal Port operations without approval. If it be ordered removed and is not removed, such material will be removed and stored at cost plus 30%.			
(DEF)	<sup>EF)</sup> <b>31-470</b>			
	WHARFAGE			
	A charge for the use of the wharves in the receiving and delivering of cargo to ships, barges, or other watercraft while lying alongside the wharf properties of JAXPORT, including cargo received and/or delivered to barges, lighters, or other watercraft lying alongside of such vessels, or taken from and/or delivered to the water. One wharfage charge is assessed against the vessel for each movement of cargo. All cargo received on or off the terminal is due wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel. Wharfage will be assessed against the vessel's agent, unless otherwise agreed in advance by JAXPORT. JAXPORT reserves the right to determine billing classification of all cargo. For wharfage charges by cargo type, see rule <u>31-455</u> .			
	Note: Transshipped cargo will be assessed wharfage on both the inbound vessel, as well as the outbound vessel			
(REG)	31-475			
	WORK TO COMPLETION REQUIREMENT			
	Any vessel which is accepted for berthing at JAXPORT facilities may be required to work continuously to <b>earliest possible completion</b> when the berth assigned to the vessel is declared to be congested by the Terminal Director. Any additional incurred charges as a result of this rule will be for the vessel's account. Any vessel in berth which refuses to work continuously to completion shall be ordered to immediately vacate the berth (see rule <u>31-435</u> ) by the Terminal Director or his/her appointed designee. If a vessel loses its right to a berth by refusing to work continuously to completion, such vessel will forfeit its turn at the berth assigned and go to the bottom of the list of vessels that are assigned to the berth or terminal. Failure to vacate berth in accordance with this rule will subject vessel to penalty charges (see rule <u>31-435</u> ).			

### \*\*END OF TARIFF #2021\*\*