Jacksonville Port Authority Terminal Tariff No. 2023_A (Cancels Terminal Tariff No. 2023)



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:

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(DEF)	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
(REG)	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.
	An application for berth at JAXPORT facilities in anticipation of a weather event, including, but not limited to, hurricanes and tropical storms, may only be approved by the Chief Executive Officer or his designee. Application for storm berthing will be at the discretion of the CEO and subject to berth availability and indemnification and insurance requirements outlined in rule <u>31-367</u>

	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 <u>31-235</u> 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 <u>45</u> days of the invoice date. Any invoice remaining unpaid 45 days after the invoice date will be considered delinquent. Delinquent accounts will be assessed a late fee at a rate of 1.5% per month calculated from the date of the invoice. Late fees 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
	 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.

	 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.	
	<u>Note</u> : 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 vessel's 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 vessel's arrival. JAXPORT reserves the authority to act as FSO where resources allow, with all associated costs incurred by the calling cruise vessel.	
(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
	CONTAINERS
	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 ARE NOT applicable to standard seagoing containers loaded in EXCESS 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 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 Chief Operating Officer. 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 \$220.00 for the first hour and \$55.00 for each additional 15-minute (1/4 hour) increment. JAXPORT reserves the right to bill a cancelation fee of \$55.00 at the discretion of the Chief Operating Officer. Additional information on RSP can be found at https://www.jaxport.com/port-access/rsp/
(CHG) ()	31-069
	CYBER SECURITY INCIDENT DISCLOSURE
	JAXPORT requires that all Cybersecurity Incidents or Data Breaches that have resulted in an impact to the daily operations of a JAXPORT business partner (e.g. terminal operator, tenant, vessel owner, vendor, consultant, contractor, or any subcontractor or designee thereof) and wherein said incident may within reason pose a risk to JAXPORT systems, personnel, facilities, or operations be disclosed to JAXPORT's Director of Information Technology as expeditiously as practicable, but no later than 10 days following: (a) the date when the JAXPORT business partner determines that a Cybersecurity Incident or Data Breach, which has the results as specified herein, has occurred; or (b) the date when the JAXPORT business partner has reason to believe such a Cybersecurity Incident or Data Breach has occurred.
	With consideration to the above constraints; impacts to daily operations include but are not limited to denial of service, breach of customer data, compromised accounts, ransomware incidents, unauthorized access to equipment, or other infrastructure that may within reason put JAXPORT's data, infrastructure, systems, or personnel at risk.
	Failure to disclose to JAXPORT a Cybersecurity Incident or Data Breach, as outlined above, within 10 days after discovery may result in a \$1,000 per day penalty, for a maximum of \$50,000.00. Additionally, any damage incurred by JAXPORT as a direct result of a Cybersecurity Incident or Data Breach may result in additional monetary penalties that must be reimbursed by the so compromised entity or entities.
	Incident: A violation or an imminent threat of violation, whether such violation is accidental or deliberate, of information technology resources, security, policies, or practicesFlorida Statutes 282.0041 (19)
	Data Breach: An unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the covered entity does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized useFlorida Statues 501.171 (a)
(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 and/or all other users responsible for payment. The Jacksonville Port Authority may craft responsible for any damage to the facilities until sufficient security has been given this provision is subject to rule <u>31-170</u> , which is by this reference incorporated here Any damage or destruction to JAXPORT property must be reported <u>immediately</u> to at 904-357-3083 or 904-524-0458 or JAXPORT Public Safety Operations Center at <u>damage-claims@jaxport.com</u> . Failure to report will result in a 30% markup fee and a parties responsible for the failure to report damage to JAXPORT property.	detain any v ven for the au in as if set ou the JAXPOR 904-357-336	essel or water mount of damage. ut in its entirety. T Risk Specialist 60 or via email to
(REG)	31-075		
	DAMAGED CONTAINERS		
	Seagoing containers, having damage or variances which may impede normal move mechanical equipment will not be received at point of rest unless prior arrangement terminal management.		
(REG)	31-080		
	DECK WATCH		
	All vessels, with the exception of barge operations moored at the Jacksonville Port A maintain a live deck watch and monitor Channel 16 and channels identified via Vess Declaration of Security with the capability of communicating in English. Vessel deck checks from the JAXPORT Public Safety Operations Center in accordance with app	sel Security I watch will b	Brief or e subject to radio
(REG)	31-085		
	DIRECT LOAD OR DISCHARGE Direct load and/or discharge is permitted with prior notification to the Chief Operatin coordination with the terminal operator or stevedore.	g Officer and	l proper
(REG)	31-090		
	DISPOSITION OF CARGO		
	Instructions regarding disposition of cargo must be provided to JAXPORT at least 2 arrival (see rule <u>31-200</u>). JAXPORT reserves the right to sell for accrued charges o cargo or merchandise which is unclaimed or refused by consignees, shippers, owner notice of such unclaimed or refused cargo has been mailed or delivered to known p	r otherwise o ers or their ag	lispose of any
(CHG) ()	31-095		
	DOCKAGE		
	Dockage charges will be computed on LOA of vessel as published in Lloyd's Regist website or trade publication per the following schedule of vessels; dockage will be b period, regardless if multiple terminals are visited, after which a prorated charge will hour period or fraction thereof. Charges stated per linear foot of vessel.	ased on an i	nitial 24-hour
	Vessel Type	Charge	
	Vehicle Vessels	13.35	

	Container & Breakbulk Vessels 500 Feet or Less	7.02
	Container & Breakbulk Vessels over 500 Feet to 625 Feet	10.32
	Container & Breakbulk Vessels Over 625 Feet	12.89
	Refrigerated Cargo Vessels	7.02
	Barges - Tanker, Breakbulk, Lash	7.02
	Barges - Container, Trailer, Vehicle	8.87
	Tanker Vessels	15.16
	Cruise Vessels	15.16
	All Others, not otherwise stated	15.16
	Any vessel exclusively conducting repairs	15.16
(DEF)	31-100 DOCKAGE	
	The term dockage as used herein means the charges made or assessed against a to any dock, wharf, pier mooring device, or other facility owned by JAXPORT. EXC alongside vessels at the piers for the sole purpose of transferring cargo, bunkers a such vessels; also towboats landing tows will be exempt from dockage charges.	CEPTION: Barges moored
(DEF)	31-105	
	DRAYING	
	The physical movement of a wheeled container between any two points.	
(CHG) ()	31-107	
	DREDGE MATERIAL MANAGEMENT AREA (DMMA) MATERIAL REMOVAL	
	All arrangements for material removal must be made with the Engineering and Cor 357-3001. The removal fee will be computed and charged based on the cubic yard Buck Island Dredge Material Management Area (DMMA). Removal of material is s JAXPORT's sole discretion after coordinating with the Florida Department of Envir required. Material testing may be required before removal. Accommodations will be material and current activity at DMMA site.	s removed from JAXPORT's ubject to approval at onmental Protection (FDEP) as
		Charge per
	Material Removal Fee	Cubic Yard
	Material to be placed on Public Property	.75
	Material to be placed on Private Property	2.00
		I

(CHG) ()	31-110
	DREDGING DISPOSAL
	All disposal arrangements must be made with the Engineering and Construction Department at 904-357-3001. The dredging disposal fee will be computed and charged based on the cubic yards deposited in the JAXPORT Dredge Material Disposal Areas (DMMA). Use of JAXPORT's DMMA is subject to approval at JAXPORT's sole discretion. Accommodations will be based on capacity availability and environmental considerations.
	Charge
	Dredging Disposal Fee City of Jacksonville
	Governmental 19.45
	Commercial and All Others25.90
(CHG)	
()	31-115
	ELECTRIC USE CHARGE FOR NON-METERED TENANTS
	Except as otherwise provided herein, a charge for electric service will be assessed for all non-metered usage at a rate of \$197.98 per month. This rate will include normal use of electric as determined by the Chief Operating Officer. The Chief Operating Officer may request a meter installation at the user's expense. After installation, electric will be charged at the metered consumption rate.
(CHG) ()	31-120
	ELECTRIC USE CHARGE FOR REEFER PLUGS
	The electrical service charge for refrigerated containers is \$64.55 per plug per day. Prior arrangements must be made with Chief Operating Officer or his/her designee.
(DEF)	31-125
	ELECTRIC USE CHARGE FOR REEFER PLUGS
	JAXPORT will supply facilities for electric power furnished by the JEA for refrigerated containers. JAXPORT will not be responsible for failure of supply source of electric power or breakdown of electrical or mechanical equipment of refrigerated container. Containers placed in this area will be charged this fee on a daily basis whether electricity is used or not. For charges, see rule <u>31-120</u> .
(REG)	31-130
	EMERGENCY PROCEDURES
	The Port of Jacksonville, and specifically JAXPORT's marine terminal docks and facilities, are not considered safe havens during hurricanes, tropical storms or other emergencies as declared by JAXPORT. JAXPORT requires all vessels and railcars utilizing its facilities to immediately vacate all berths and railways (see rule <u>31-435</u>) when directed to do so by JAXPORT or the United States Coast Guard's Captain of the Port of Jacksonville. Penalty charges in accordance with rule <u>31-270</u> will be assessed to the vessel and/or rail operators in addition to any other applicable charges for each hour of non-compliance.

(REG)	31-135			
	EQUIPMENT OPERATOR QUALIFICATIONS			
	Any company or individual renting, leasing or otherwise using JAXPORT ecompetent operators. JAXPORT does not provide any equipment training operators are competent. The equipment operator is solely responsible for equipment including damage to any surrounding equipment or facility, and himself or others. See rule <u>31-140</u> for equipment rental rules and regulation reserves the right to reject any equipment operator for any reason at any times to any surrounding the responsible for any reason at any times to reject any equipment operator for any reason at any times to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right to reject any equipment operator for any reason at any times to reserve the right	, nor does JA r any damage /or causing a ons. At its sole	XPORT certine whatsoever ny injury or h	to JAXPORT
(CHG) ()	31-140			
	EQUIPMENT RENTAL			
	Any company or individual renting, leasing, or otherwise using JAXPORT of charged labor at one (1) hour start-up at \$107.60 and one (1) hour shutdow			act shall be
	Equipment Type	Time	Overtime	
	Container Crane Standby Per Hour	279.85	404.44	
	Rubber Tired Gantry Crane Per Hour	258.02	N/A	
	Crane Over Height Attachment - Per Vessel Use	321.79	N/A	
	Container Crane Per Hour	1,048.64	1,129.30	
	Water Truck (without water) Per Hour	72.49	108.72	
	Sweeper (also see 31-370) Light Cart / Generator (Per Day)	153.28 140.00	227.63 N/A	
	Container cranes may be ordered into standby due to late arrival of vessel user of the equipment and approved by the Chief Operating Officer or app applicable to container cranes only; regular time would be applied Monday pm with overtime rates being applied Monday through Friday from 23:01 p is charged on Saturday, Sunday, and Holidays. Equipment other than cont published herein.	ointed design through Frid m to 06:29 ar	ee. Standby ay from 06:30 n. Standby o	charges are) am to 23:00 vertime rate
(REG)	31-145			
	EQUIPMENT RENTAL			
	JAXPORT will provide freight handling equipment or machinery when avair rule <u>31-200</u> , subject to the conditions and charges set forth in this rule <u>31-</u> the equipment will be responsible for accrued charges. Charges for equipment ordered start time to the completion excluding meal hours. Requests for cardered as early as possible prior to vessel operation start time (see rule <u>3</u> charges will be paid and that all rules and regulations will be complied with reissue. All hourly rates on working equipment, will be subject to a minimum.	145 and rule <u>3</u> nent rental wi argo handling 1-200). Appli n in accordance	31-140. The p Il be assesse equipment n cant agrees t ce with this ta	party utilizing d from the hust be hat all riff and its

	JAXPORT shall not be responsible for labor, tugs, pilots, equipment, vessel hire, additional dockage, or any other charges in such cases. This provision is subject to rule <u>31-170</u> , which is by this reference incorporated herein as if set out in its entirety. Users agree that JAXPORT equipment rented, leased or otherwise used will be returned to JAXPORT in the same condition it was in when received. Once equipment is turned over to the user, it is under the user's sole supervision and control for the entire rental period until returned to JAXPORT and checked in with JAXPORT's authorized representative. User accepts responsibility and liability for any damage or injury to persons or property occasioned by user's operation of such equipment including damage to property of JAXPORT and/or injury to its employees, or any other persons. The user/employer of personnel operating the freight handling equipment must provide, at user's own expense, qualified, trained operators (rule <u>31-135</u>) to operate the equipment. JAXPORT reserves the right to allocate equipment when conflicts arise in equipment usage.
(REG)	31-150
	EQUIPMENT RENTAL MODIFICATIONS AND/OR CANCELLATIONS
	Requests to modify or cancel cranes or other cargo handling equipment, may be made by giving a four (4) hour notice to JAXPORT with confirmation of cancellation by JAXPORT. If sufficient notice is not given, the party making the rental arrangements shall be subject to applicable minimum 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 Chief Operating Officer or appointed designee.
(REG) (C)	31-155
	EQUIPMENT RENTAL REQUESTS
	Requests for use of cranes or other cargo handling equipment shall be made no later than 1:30 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 1:30 p.m. on the preceding Friday.
(CHG) ()	31-157
	FOREIGN TRADE ZONE (FTZ) NO. 64
	Foreign-Trade Zones (FTZ) are secure areas under U.S. Customs and Border Protection (CBP) supervision that are generally considered outside CBP territory upon activation. Located in or near CBP ports of entry, they are the United States' version of what are known internationally as free-trade zones.
	Foreign and domestic merchandise may be moved into zones for operations, not otherwise prohibited by law, including storage, exhibition, assembly, manufacturing, and processing. Under zone procedures, the usual formal CBP entry procedures and payments of duties are not required on the foreign merchandise unless and until it enters CBP territory for domestic consumption, at which point the importer generally has the choice of paying duties at the rate of either the original foreign materials or the finished product. Qualified public or private corporations that may operate the facilities themselves or contract for the operation sponsors foreign-trade zones.
	Grantee: Jacksonville Port Authority Service Areas: Baker, Bradford, Clay, Columbia, Duval, Flagler, Nassau, Putnam and St. Johns Counties
	SCHEDULE OF FEES Charge
	Application Fees: Application fees are due and payable to Grantee upon submission of each application by Grantee to the Foreign Trade Zones Board. Fee will be charged for new sites, modification of existing sites, or expansion of existing sites.\$2,500.00
	Activation Fees: Activation fees are due and payable to Grantee \$2,500.00 upon activation of any new or existing site by CBP.

	Annual Fees: Grantee annual fees are due and payable upon\$10,000.00first day of site activation for approved FTZ use, and annually\$10,000.00
	thereafter in accordance with Grantee/Operator Agreement
	Note: The Grantee reserves the right to change or waive any fee or charge contained herein if, in the Grantee's determination, it is in the best interest of the welfare of the community to do so. Any fees enumerated herein shall be due and payable in addition to any other fee required by the FTZ Board, USCBP Directives, any other Government Agency, Jacksonville Port Authority's Zone Schedule, Document Recording Fees, and/or other fees associated with any other agreement in effect with Jacksonville Port Authority.
	Insurance requirements : Whether using facilities owned by the Grantee or not, all Operators shall at all times during the term of their respective Operating Agreements, carry and keep in force comprehensive general liability insurance policies, issued by an insurance carrier or carriers acceptable to Grantee, providing standard coverage for the Commercial General Liability in an amounts of not less than a limit of \$2,000,000 General Aggregate in combined single limit of liability for personal and bodily injury, property damage and fire legal liability, naming and endorsing the Grantee as an additional insured thereunder. Operator will furnish Grantee with certificates evidencing such insurance upon request. In addition to the above referenced insurance coverage, an Operator using facilities owned by the Grantee shall carry and provide the Grantee proof of insurance coverage specified within the Operator's separate Lease Contract with Jacksonville Port Authority for the facilities specified and/or in accordance with the Jacksonville Port Authority s Federal Maritime Commission published tariff or its reissue.
(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 Chief Operating Officer 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.
	available, as designated by the Chief Operating Officer 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
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(DEF)	 available, as designated by the Chief Operating Officer 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
(DEF)	available, as designated by the Chief Operating Officer 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.

	In response to the rising cost of dyed diesel used in JAXPORT container cranes, JAXPORT has established a surcharge to help sustain the port operational costs related to crane operation. This charge will only be applied in the event that dyed diesel prices exceed JAXPORT's established base cost of \$3.45 per gallon. To the extent that the price per gallon exceeds the base cost JAXPORT will assess a fuel service charge per container crane hour based on the current fuel price less the base price multiplied by the gallons used per crane per hour. The current fuel price will be determined as the cost on the last date of each month and that will be applied to the next month's crane hours.
(REG)	31-170
9	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. <u>JAXPORT is not responsible for any charges except as contained in this tariff or its reissue</u> . 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, VI2: 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
1	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. <u>JAXPORT does not provide handling services</u> . 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 FeeChargeVessels equal to or less than 200 linear feet - per call150.04
	Vessels over 200 linear feet per call 300.08
(REG)	31-185
	HAZARDOUS CARGO

(Cancels Terminal Tariff No. 2023)

	Explosives and hazardous or highly inflammable commodities or material may be l the wharves or other facilities of JAXPORT by special arrangements with and at th Officer or Designee; subject to federal, state and local laws, ordinances, rules and the U.S. Coast Guard (see rule <u>31-060</u>).	e option of the Chief Executive	
(DEF)	31-190		
	HEAVY LIFT		
	Any single unit exceeding 100,000 pounds shall be considered a heavy lift and sha costs associated with each project, if applicable. Heavy lift shipments, other than d 085), may be required to complete a "Space Allocation Agreement" as determined (see rule <u>31-255</u>). See rule <u>31-455</u> for heavy lift cargo charges.	irect load or discharge (rule 31-	
(CHG) ()	31-195		
	IDLE DOCKAGE		
	At the discretion of the Chief Operating Officer, vessels berthing at JAXPORT may be granted idle dockage at one-half the published dockage rate, subject to berth availability for purposes other than working cargo. Agents and tenants must provide a written request that is received prior to vessel arrival. Idle dockage berth may be granted up to two days (48 hours) prior to the vessel commencing work and/or two days (48 hours) following completion of the vessel. Vessels only conducting bunkering operations and depart berth inside of 12 hours may be granted idle dockage; full dockage would be charged for any time after 12 hours. Support tugs for regular scheduled barge service may be granted dockage at one-half the published rate of the applicable barge dockage rate. It is not JAXPORT's intent to provide berth space for ship repairs. Under no circumstances is shipyard type maintenance or repair allowed to any vessel during dockage without prior written request by the vessel representative and confirmed approval by the Chief Operating Officer. If approved, see rule <u>31-095</u> for required rate. Vessels at berth performing shipyard type maintenance or repairs without necessary approval may be ordered to vacate berth immediately. See rule <u>31-435</u> .		
	Vessel Type	Charge	
	Vehicle Vessels	6.68	
	Container & Breakbulk Vessels 500 Feet or Less	3.51	
	Container & Breakbulk Vessels over 500 Feet to 625 Feet	5.16	
	Container & Breakbulk Vessels Over 625 Feet	<u>6.45</u> 3.51	
	Refrigerated Cargo Vessels Barges - Tanker, Breakbulk, Lash	3.51	
	Barges - Container, Trailer, Vehicle	4.44	
	Tanker Vessels	7.58	
	Cruise Vessels	7.58	
	All Others, not otherwise stated	7.58	
(REG)	21 200		
· · /	31-200		
	INSTRUCTIONS, WRITTEN AND/OR ELECTRONIC		
	 INSTRUCTIONS, for requesting berths, equipment or services through JAXPORT. Vessel agents and/or owners/representatives of cargo shall utilize JAXPO program known as PortControl (formerly known as KlienPort). Port Control's web-based client portal: 		
	Allows agents to: submit Vessel Call Request (VCRs) and berth requests electronically (with stored ship specifications)	

	 update requests to include accurate cargo details 24 hours prior to vessel arrival identify each vessel visit
	Allows stevedores to:
	 submit equipment rental requests
	 update requests prior to 24 hours prior to vessel arrival
	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
	 The upcoming vessel schedule can be accessed at https://www.jaxport.com/cargo/resources/vessel- schedule/
	 Agents and stevedores can access their company specific requests from the Login button on the Vessel Schedule screen.
	 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. The requesting company's POC should advise JAXPORT when account modifications are needed (add, modify, disable access).
	 A yearly review will be conducted with each company to ensure account assignments are still accurate.
	Electronic communications are handled through PortControl.
	 All VCR's and requests for berths, equipment and services created within the web portal are sent to vessel-planning@jaxport.com.
	 Status updates of requests are sent to the corresponding requestor via their email address on record. These emails are sent from <u>vessel-planning@jaxport.com</u>. Companies may want to make sure this email is recognized by our company IT system so that they receive correspondences in the proper mailbox.
	 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.
	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).
	 Please be aware that under this system: all charges rendered under the tariff accrued to the vessel and cargo shall be invoiced to the agent of the vessel
	 all other charges accrued under the tariff shall be invoiced as specified in individual items or to the party requesting the service
(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.

(Cancels Terminal Tariff No. 2023)

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 stated above. The Jacksonville Port Authority may require additional coverage under special circumstances. Firms without approved insurance coverage will not be permitted to operate on 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. **REQUIRED INSURANCE WITH MINIMUM LIMITS OF COVERAGE:** 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 also be required for the Longshore and Harbor Workers' Compensation Act. 2. Commercial General Liability: Jacksonville Port Authority shall be named and endorsed as an additional insured. Combined Single Limit of Liability General Aggregate \$2.000.000 Each Occurrence \$2,000,000 \$1.000.000 Fire Legal Liability 3. <u>Comprehensive Automobile Liability:</u> Coverage shall include owned, non-owned and hired automobiles. Combined Single Limit of Liability \$1,000,000 • 4. 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. 5. Endorsement: JAXPORT will be added as an additional insured with a waiver of subrogation endorsement. Insurance coverage requirements for storm berthing, as listed in rule <u>31-367</u> shall supersede the above insurance coverage requirements. (REG) 31-210 Intermodal Container Transfer Facility (ICTF) SERVICES RENDERED 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. 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.

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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 guoted 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

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%.

CHADGES

(CHG) ()	CHARGES	
	CONTAINER CHARGES FREE TIME (96 HOURS excluding SUNDAYS)	
	After free time expires following rates will apply.	
	DAY 5 - 15 20' Containers	\$ 22.00 per day per container
	40' Containers	\$ 44.00 per day per container
	45' Containers	\$ 50.00 per day per container
	BEYOND DAY 15	
	20' Containers	\$ 44.00 per day per container
	40' Containers	\$ 88.00 per day per container

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	(Cancels Terminal Ta	IIII NO. 2023)	
	45' Containers	\$100.00 per day per container	
	DEMURRAGE RATE Chassis demurrageper 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		
	The first lift of a container to, or from, the railcar	\$63.96	
	Supplemental Lifts, Billed to Line requesting lift by TERMINAL OPERATOR	\$72.45 each lift	
	Miscellaneous or Additional Container Handling	\$72.45 each container	
	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		
(REG)	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 other than 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 \$110.83 . 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 Chief Operating Officer 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 RENT	AL		
		licable Florida state sales tax. Subjec nay lease overflow acreage as indicat		
		Туре	Per Calender Month, Per Acre	
		Improved Land (Paved)	4,000.00	
		Semi-Improved Land (Stone)	3,000.00	
		Unimproved Land	2,500.00	
	Land rental is subject to a office space rental charges	minimum charge of 1-acre per Caleno s.	dar Month.See rule <u>31</u>	-455 for warehouse and
	General Environmental Ot	bligations		
	Port users who utilize overflow land must maintain the premises in compliance with any applicable envi law and be responsible for making any notification or report required to be made under such law concer- premises to the designated governmental authority. The port user will expeditiously cure, at its expens- the satisfaction of the Jacksonville Port Authority, any material violation of applicable environmental law cost and expense to the extent such violation is attributable to events or conditions that arose from the operations on the premises.		such law concerning the e, at its expense and to nvironmental law at its sole arose from the user's	
The Jacksonville Port Authority reserves the right and may, during normal business hours on business upon reasonable notice or at any time without notice in case of an emergency enter upon the premises purpose of determining the land user's compliance with the provisions of the overflow agreement relat environmental matters.			on the premises for the	
(DEF)	EF) 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 <u>31-310</u>). 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.		ges, as stated herein,	
(CHG) ()	31-265			
	PARKING, CRUISE TERM	<u>/INAL</u>		
	Terminal Operator. Parking herein. Recreational vehic	d at JAXPORT Cruise Terminal will be g will be assessed a rate of \$17.00 pe les, or vehicles occupying two parking er vehicles parked at JAXPORT Cruis	er vehicle, per day, exce g spaces will be charged	pt as otherwise stated d \$34.00 per vehicle, per

(CHG) ()	31-270		
	PENALTY CHARGES		
	 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 \$20,000.00 per hour for each hour of non-compliance. 		
	2. Failure to comply with an order to vacate (rule <u>31-435</u>) will result in a penal operator of \$5,000.00 per railcar per hour for each hour of non-compliar		
	 Failure to provide billing information as stipulated in rule <u>31-025</u> will result i per day, per vessel. 	n a penalty charge of \$25.00	
(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		
	The Jacksonville Port Authority will impose a fee on all commercial vehicles carrying passengers out of the JAXPORT Cruise Terminal at Dames Point. Commercial vehicles dropping off passengers at the JAXPORT Cruise Terminal for regular cruise service will not incur a fee. On-demand taxi pick-up service will be limited to the franchised taxi company contracted by JAXPORT. All other commercial vehicles can only access the Cruise Terminal to pick up pre-arranged passengers if they provide the name of the specific person(s) they are to pick up. (Any commercial vehicle can drop off passengers)		
	COMMERCIAL VEHICLE FEES:		
	All Commercial Traffic	10.00	
	Coach/Full-Size Bus (26 or more passengers): Franchised Taxi Company	50.00 3.00	
	Transportation Networking Companies	3.00	
	PREFERENTIAL PARKING FEE:	200.00	
	Cruise Vessel (per call) at JAXPORT's sole discretion	200.00	
(
(CHG)	31-281		
	PHOTOGRAPHY POLICY		
	All requests for photography and/or film recording of operations at JAXPORT facilities by news media outlets,		
	commercial or public entities must be submitted to JAXPORT Public Safety		
	(Security.Communications@jaxport.com or 904-357-3360) for approval.		

	All requests to conduct Unmanned Aircraft System (drone) filming operations at JAXPORT and/or Tenant facilities must be approved by JAXPORT Communications, as well as JAXPORT Public Safety, Risk Management, and Terminal Operations. JAXPORT requires the following:
	 Copy of the Business License of the drone operator's company Copy of Certificate of Business Liability Insurance naming JAXPORT as an additional insured A waiver of subrogation A letter on Company Letterhead attesting to the experience of the pilot
	 Copy of the Drone Operator's FAA Certificates of Approval and pilot certificate
	Photography and/or recording of any military equipment or security effort is prohibited; to include but not limited to security checkpoints, baggage screening, X-ray machines, security cameras, security personnel, and similar security measures, unless authorized by JAXPORT's Director, Public Safety or their designee. By federal guidelines, filming U.S. Customs, agriculture and immigration inspections is prohibited. Filming is prohibited of uncleared international luggage being unloaded from cruise vessels.
(CHG)	31-285
	POINT OF REST
	Point of rest is the area of the terminal which is assigned for the receipt of inbound cargo and from which inbound cargo may be delivered and that area which is assigned for the receipt of outbound cargo. A Point of Rest Rate is for unique cargo situations where an ocean carrier or a shipper has a requirement for a first point of rest staging location on JAXPORT marine terminals and then the cargo is immediately moved to an off-site location or a terminal operator's leased area. The application of this rate is for those situations whereby other cargoes could not be otherwise received in a designated point of rest area. The designation and availability of a Point of Rest area is at the sole discretion of the JAXPORT Chief Operating Officer.
	POINT OF REST RATE:
	Day 1 - Day 5: (per acre/per day) 391.40
	At the discretion of the Chief Operating Officer, JAXPORT shall have the right to charge up to two hundred percent (200%) of the rate stated above for any cargo that remains in a designated point of rest location on JAXPORT marine terminals greater than 5 days.
(REG) ()	31-287
	POSTING OF FINANCIAL SECURITY
	JAXPORT may require all Port users to post financial security while doing business at the port. Users may be given the option of posting an indemnity bond, a cash deposit, or an irrevocable letter of credit enforceable in the United States, collectable in US Dollars, drawn on a bank that is subject to the regulatory and enforcement authority of state and/or federal regulatory authorities, and subject to review and approval by the Finance Department.
	All indemnity and payment bonds or letters of credit required to be obtained pursuant to this Tariff shall protect JAXPORT from and against all losses, costs, damages, expenses or injury incurred and sustained by JAXPORT due to: (a) failure of the user to pay to JAXPORT, when due, any and all Tariff or other charges that have accrued at the port (whether relating to the furnishing of services or materials to the user, its principals, agents, servants, or employees; or, due to damage of property; or, stemming from the use of JAXPORT's facilities by the user, its principals, agents, servants or employees; or otherwise); or (b) non-compliance by the user, its principals, agents, servants or employees with applicable laws, ordinances, rules and regulations of the federal, state and local governmental units or agencies (including but not limited to the terms and provisions of all procedures and policies of JAXPORT), as amended from time to time; or (c) any act, omission, negligence or misconduct of user, its principals, agents, servants or employees at the port (whether causing injury to persons or otherwise).

	In the event that JAXPORT utilizes the security for any reason outlined herein, then user will be required to replenish the security in the same or increased amount and in a timeframe established by the Finance Director.
(REG)	31-290 REGULATIONS, FEDERAL MUNICIPAL, STATE, JAXPORT
	All vessel agents are required to serve notice entitled "Vessel Emissions Policy" as provided by JAXPORT to all vessels or their principals prior to or upon entering the St. Johns River. Parties using JAXPORT facilities, equipment or services shall comply with and shall cause its officers, employees and any other persons over whom it has control to comply with all municipal, state and federal laws, ordinances, rules and regulations applicable to the use of JAXPORT facilities including but not limited to those adopted by the United States Occupational Safety and Health Administration, United States Customs & Border Protection, United States Coast Guard, United States Environmental Protection Agency, Florida Department of Environmental Regulation, Florida Department of Natural Resources, United States Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles. The user shall also ensure compliance with the Oil Pollution Act of 1990, JAXPORT's rules and regulations governing the use of its facilities by its tenants including JAXPORT's Seaport Security Plan adopted in accordance with Section 311.12, Florida Statutes, 33 CFR Part 105, to include all Business Purpose Access Control Registration and required Security Awareness Training, and JAXPORT's published tariff or its reissue. In the event any municipal, state or federal agency implements any law, ordinance, statute, rule or regulation requiring JAXPORT, as the land owner, to perform any protective or preventative procedure including the booming of vessels, it shall be the responsibility of the user to perform these procedures at its own expense, provided that the necessity of such procedure is mandated or otherwise required as a result of the user's operation on JAXPORT property. All agents, operators or other affected parties will in the event of being required by any municipal, state or federal agency to implement any law, ordinance, statute, rule or regulation required and proventive or protective action will, upon such dire
(DEF)	31-295
	RE-STOWS Defined as cargo (including empty containers) temporarily discharged from a vessel and re-loaded to the same vessel to achieve proper stowing of the vessel.
(REG)	31-300
	ROADWAY OBSTRUCTION
	No roadway, highway, railway or other public access leading to or from or within the Port shall be blocked, severed or otherwise rendered impassible or obstructed by any Port tenant or other user of Port facilities without the written approval by the JAXPORT Chief Operating Officer. 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.
	 New Year's Day Martin Luther King's Birthday President's Day Memorial Day Juneteenth Day
	 Independence Day Labor Day Veteran's Day Thanksgiving Day Friday after Thanksgiving Day
	 Christmas Eve Christmas Day
	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
	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.		
(REG)	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 tariff rates.		
(CHG) ()	31-325		
	SECURITY FEES		
	Vessel TypeChargeVessels with 200 or more containers (see note), loaded to or8.00		
	discharged from vessel, empty or loaded, per container or unit:		
	All other vessels (including vessels loading or discharging less 4.03		
	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: Flatbed trailers;		
	expandable flatbed trailers; iso containers; stainless steel tank trailers; dry trailers; lowboy flat bed trailers; flatrack		
	trailers; refrigerated trailers; dry containers; open top containers; flatrack containers; stainless steel tank		
	containers; refrigerated containers; high cube containers and trailers; insulated containers and trailers; any other rolling equipment used to transport cargo on container or combination vessels, NOS.		
(DEF)	31-330		
	SECURITY FEES		

	Fees charged to vessel owner, agent, or terminal operator to offset JAXPORT State and Local security regulations and laws (rule <u>31-290</u>). Fees will be asse JAXPORT terminal facilities. This is a minimum charge. JAXPORT reserves t security charges to other port users, including but not limited to vehicle decals, 105.215 Training, access control, use of JAXPORT security resources, etc. Se charge.	ssed against every he right to assess a security badges, 3	vessel using additional 3 CFR Part	
(REG)	31-335			
	SECURITY FIRMS			
	Contract Security Firms which provide services on JAXPORT must provide evi applicable State and Federal Law related to seaport security. All security office State licensed and receive the training required by the Maritime Transportation JAXPORT property is prohibited without the written consent of the JAXPORT	rs used on the port Security Act. <u>Arm</u>	must be Florida ed security on	
	Federal requirements for armed security for vessels will be coordinated through JAXPORT Public Safety by scheduling sworn members of the Jacksonville Sheriff's Office. These charges will be passed to the vessel at Tariff rate.			
(CHG) ()	31-340			
	SECURITY SERVICES			
	<u>SECONT SERVICES</u>			
	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 cancellation be billed the four-hour minimum unless cancelled 24 hours prior to operational period. Each hour, or part the will be billed at Tariff plus thirty percent (30%).			
	When determined by JAXPORT that traffic control is warranted, security services will be billed by JAXPOI minimum of two hours per guard, law enforcement officer, and/or JAXPORT Public Safety Compliance Off (PSCO/FSO) as needed. Each hour, or part thereof, will be billed at Tariff plus thirty percent (30%).			
During holidays, no notice request for services, and special events i.e., Gator Bowl Gan apply to services.			ne rates may	
	Rental of Security/Safety Boat requires JAXPORT Public Safety Vessel operat determined necessary. Cost for additional crew member will be at established			
	Туре	Per Hour		
		Charge		
	OFFICER RATES PER HOUR	00.40		
	Contract Security Officer	29.42		
	Contract Security Officer with Vehicle	41.18		
	Public Safety Compliance Officer with Vehicle	58.83 68.25		
	Law Enforcement Officer OFFICER OVERTIME RATES PER HOUR	0ŏ.∠⊃		
	Contract Security Officer at OT Rate	44.71		
	Contract Security Officer at OT Rate with Vehicle	56.50		
	Public Safety Compliance Officer	76.49		
	Law Enforcement Officer OT Rate	91.79		
	PUBLIC SAFETY EQUIPMENT (When available)	01.70		
	Light Cart / Generator (Per Day)	140.00		
	Security / Safety Vessel with Operator (Per Hour)	147.09		

	Mobile Security Booth & Generator (Per Day) 225.00 Variable Massage Sign (Der Day) 225.00
	Variable Message Sign (Per Day)225.00
(DEF)	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 Chief Operating Officer 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>).
(REG)	31-367
	STORM BERTHING
	JAXPORT retains the sole discretion to grant or deny a request for berthing during a weather event. In the event a vessel is granted storm berthing at JAXPORT, the vessel company and/or vessel agents agrees to the following:
	Dockage Fee: The vessel company and/or vessel agent who is granted storm berthing rights at JAXPORT shall pay a storm condition dockage fee in the following manner:

(Cancels Terminal Tariff No. 2023)

- Vessels and/or barges carrying hazardous, explosive, or combustible cargo shall pay a storm condition dockage fee in the amount of ten thousand dollars (\$10,000.00) per hour during its stay at the berth.
- Vessels and/or barges not carrying hazardous, explosive, or combustible cargo shall pay a storm condition dockage fee in the amount of fifty thousand dollars (\$50,000.00) for each berthing event.

Mooring Plan:

The vessel company and/or vessel agent shall provide JAXPORT a comprehensive mooring plan for berthing during storm conditions. The vessel company and/or vessel agent will be responsible for strict compliance with the mooring plan. The mooring plan should include:

- where the vessel is located to minimize potential impacts to JAXPORT cranes and equipment;
- whether a purpose-built tug boat will remain and provide power to hold the vessel in a position to avoid damage to the berth and surrounding areas; and
- a list of all necessary personnel assigned to the vessel and whether they will remain onboard while berthed.

Indemnification/Hold Harmless

Vessel company and/or the vessel agent agrees to indemnify, make whole, and hold JAXPORT harmless from losses resulting from damage to the berth and terminal by the vessel being berthed during storm conditions. Such losses include, but are not limited to, repairs or replacement to any JAXPORT or JAXPORT tenant property and equipment, environmental damage from any release from the vessel, any and all salvage costs, and business interruption damages to JAXPORT and any impacted JAXPORT tenant as a result of the facilities and/or equipment being rendered unavailable.

The vessel company and/or vessel agent shall promptly pay all reasonable costs of repair or replacement necessary to restore the damaged property or equipment to a condition existing before the damage occurred. JAXPORT reserves the right to advance the reasonable costs of repairs, replacement or salvage to minimize any business interruption, which must be promptly reimbursed by the vessel company. The vessel company and/or vessel agent agrees that its liability, obligations and potential exposure shall not be capped.

Insurance Requirements:

Company ability to use the Contingent Temporary Storm Berthing arrangements provided is contingent upon Company first procuring and providing Jacksonville Port Authority (JAXPORT) satisfactory evidence of the following insurance coverages where noted and at coverage levels at or above the amounts listed:

1. <u>Workers Compensation/Employers Liability</u>:

Part I	State Statutory Requirement
Part II Each Accident S	\$1,000,000
	\$1,000,000 \$1,000,000

- In addition to coverage for the Florida Workers' Compensation Act, coverage will be for the Longshore and Harbor Workers' Compensation Act, Maritime Employer Liability.
- 2. <u>Commercial General Liability, Marine General Liability, Terminal Operator's/Stevedore's Liability:</u>
 - JAXPORT shall be named and endorsed as additional insured for on-going and completed operations.
 - Combined Single Limit of Liability for Personal and Bodily Injury and Property Damage including Fire Legal Liability as follows:

Each Occurrence

\$50,000,000

- Commercial General Liability, Marine General Liability, Terminal Operator's /Stevedore's Liability coverage will be primary and non-contributory. Endorsement evidencing such coverage must be provided.
- 3. <u>Comprehensive Automobile Liability</u>: Coverage shall include all owned, non-owned or hired automobiles. Combined Single Limit of Liability \$10,000,000

(Cancels Terminal Tariff No. 2023)

4. <u>Hull & Machinery Insurance/All Risk</u>: Coverage shall be in the amount of the full insurable value of the Company's Vessel and/or cargo under its care and custody, including wind, flood and earthquake insurance.

5. <u>Pollution Legal Liability</u>:

\$100,000,000 per incident/aggregate.

Such coverage will include but not limited to testing, design, consulting, analysis, or other consulting work, whether self-performed or subcontracted for any berthing related Environmental/Pollution event.

Such coverage will also include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible or non-tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages resulting from berthing event. JAXPORT shall be named additional insured on such policy.

6. <u>Protection & Indemnity Liability:</u> Company shall carry customary Protection and Indemnity (P&I) Insurance on the Vessel, (including war risk protection and indemnity, collision liability) in an amount no less than \$50,000,000 per incident.

- 7. <u>Umbrella/Excess Liability/Bumbershoot Liability Insurance:</u>
 - \$50,000,000 excess of the required CGL (including Marine General Liability, Terminal Operators and Stevedore's Liability) and Auto policies.
 - \$50,000,000 Umbrella/Bumbershoot Liability Insurance is excess coverage for (Protection & Indemnity Liability as well as Commercial General Liability, Marine General Liability, Terminal Operator's Stevedore's Liability) or provide Excess Protection & Indemnity Liability coverage for \$50,000,000.

8. A waiver of subrogation is required for Workers Compensation, Commercial General Liability, and Auto Liability. Company waives all rights against Jacksonville Port Authority and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract. Provide blanket waiver of subrogation endorsement certificate must be provided.

The aforementioned Insurance Requirements are minimally accepted requirements. JAXPORT reserves the right to increase required limits based on individual circumstances such as vessel specifications, size, and cargo.

Prior to berthing, Company shall furnish Jacksonville Port Authority certificates of insurance, and copies of required endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements.

<u>INSURANCE REQUIREMENTS DO NOT INDICATE FINAL LIABILITY</u>. In no way do these minimum insurance requirements limit any liability assumed elsewhere, including but not limited to Company's defense and indemnity obligations. Also, if loss exceeds insurance requirements, Company remains obligated to fully indemnify Jacksonville Port Authority for any loss associated with berthing event.

If Company maintains broader coverage and/or limits in excess of specified minimum limits shown above, the JAXPORT requires and shall be entitled to the broader coverage, and/or the higher limits, and any available insurance proceeds maintained by the Company.

<u>ENVIRONMENTAL INDEMNIFICATION</u>: Company hereby agrees that it shall indemnify, defend and hold JAXPORT harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by the JAXPORT arising as a result of the Company's activities on or its use and occupation of the Premises or the Terminal Facilities that are in violation of any Applicable Environmental Laws or that lead to an environmental claim or penalty against JAXPORT.

Exiting:

As soon as reasonably safe to do so after passage of the storm conditions, JAXPORT and the vessel compasy under this Rule. The vessel shall vacate the berth at the earliest safe opportunity after passage of the storm conditions, and in no event, shall remain at the berth longer than two hours after the Captain of the Poi opens the channel unless agreed to by JAXPORT. (CHG) 31-370 SWEEPING TENANT FACILITIES The Jacksonville Port Authority will sweep facilities of lessees of the Port upon request of such lessees and vassess a charge of \$153.28 per hour regular time or \$227.63 per hour overtime, whichever is applicable. This includes the use of a power sweeper and the services of an operator subject to a minimum charge for two ho 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 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.	ill rate
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TAXES This tariff is subject to applicable taxes in addition to charges published herein.	of
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 condition 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 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 electron format on its own website, in accordance with Federal Maritime Commission rules, or make arrangements wit 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, a required by the Federal Maritime Commission.). <u>t</u> onic h
A. BLOUNT ISLAND MARINE TERMINAL	
 APS Stevedoring LLC 904-449-3074 www.apsstevedoring.com 	
 Horizon Terminal Services 904-479-3194 	
horizonterminals.com	

(Cancels Terminal Tariff No. 2023)

	TRAFFIC CONTROL
(REG)	31-400
	A charge billed to the stevedore when cargo is handled to/from vessels berthed at facilities provided 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 stevedore. See rule <u>31-390</u> for terminal use charges.
	TERMINAL USE
(DEF)	31-395
	*Charge per 2,000 pound short ton except as indicated
	CommodityCharge*All cargo except Heavy Lift0.74Heavy Lift (as defined in Rule 31-190)3.21
	TERMINAL USE Stevedores loading or discharging cargoes at JAXPORT facilities operated by parties to this tariff will be assessed a terminal use charge.
(CHG) ()	31-390
	C. DAMES POINT MARINE TERMINAL • TraPac Marine Terminal 904-714-0185 www.trapac.com
	 BWC Terminals 904-356-3311 www.westwayterminals.com
	 Crowley 904-727-2265 www.crowley.com
	 Gulf Terminals International, Inc. (GTI) 904-696-8900 gtijaxfl@gmail.com
	B. TALLEYRAND MARINE TERMINAL Seaonus Stevedoring 904-355-6669 www.seaonus.com
	 SSA Cooper, LLC 904-696-7666 www.ssamarine.com
	904-757-1170 www.portus-us.com

	JAXPORT operations requiring traffic control to mitigate safety concerns and or to facilitate cargo movement or any other traffic related concerns will be the responsibility of the terminal operator/agent receiving and/or shipping cargo. The JAXPORT Chief Operating Officer or his/her designee has sole discretion to require traffic control if he determines the appropriate safe guard have not been taken by the terminal operator/agent. JAXPORT may provide traffic control officers at tariff.
(REG)	31-405
	TRAFFIC ENFORCEMENT
	It shall be unlawful for any conveyance to proceed at a speed which will endanger other conveyances, persons or structures. Official signs indicating limited speeds throughout JAXPORT 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 revocation of driving privileges on JAXPORT terminals by the JAXPORT Director of Public Safety or Designee.
(DEF)	31-410
	TRANS-SHIPMENT CARGO
	Defined as cargo discharged from one vessel and re-loaded to a different vessel.
(REG)	31-415
	TWIC ESCORTS
	The Jacksonville Port Authority (JAXPORT) is subject to seaport security standards, procedures and requirements imposed by federal regulation, state law and Authority policy. As such, it is the policy of the Authority to strictly enforce access control requirements.
	JAXPORT reserves the right to provide escort services for non-TWIC holders; with approved business purpose on port property within the port's designated secure and restricted areas. Custody and responsibility for authorized visitors subject to this policy may be transferred to an authorized 33 CFR Part 105 regulated Tenant or designated official within their leased area for the complete time period of each visit. The Director of Public Safety and Security or Designee is authorized to consider individual cases which do not compromise the intent of this tariff item, violate federal or state laws, or increase risk. The authorized TWIC escort must continuously remain side by side with the non-TWIC person in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted.
	Any JAXPORT Tenant operating with an approved 33 C.F.R. Part 105 security plan that desires to sponsor a third-party private TWIC Escort shall provide written authorization via JAXPORT Registration Form to the JAXPORT Coordinator of Access Control. The written authorization must include and establish a business purpose for entry into JAXPORT Restricted Access Areas. Regulated Tenant Facilities and or sponsored third party TWIC escort services assume responsibility and liability for any security breach occurring during escorts to and from the Tenant Facility's leased area. The authorized TWIC escort must continuously remain side by side with the non-TWIC person in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted.
	All authorized personnel conducting escorts of Non-Transportation Worker Identification Credential (TWIC) holders must be approved and identified by JAXPORT. JAXPORT reserves the right and authority to remove escorting privileges for any individual and or company operating on JAXPORT.
	All Non-TWIC escorts conducting Cargo operations must wear a High Visibility Personal Protective Vest.

	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		
	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 minimum	Two hour minimum \$125.00 **		
	After 6:00 p.m. until 7:00 a.m. weekends, holidays Subject to two hours minimum	Two hours minimum \$250.00**		
		**In addition:\$125. Each additional two-hour blo		
	High Visibility Personal Protective Vest Required per Tariff 31-275	\$10.00 per vest		
	PAYMENT TYPES: Monday thru Friday - 7:00 a.m 6:00 p.m. Cashier's Check / Money Order Credit Card / Debit Card			
F)	Monday thru Friday - 7:00 a.m 6:00 p.m. Cashier's Check / Money Order Credit Card / Debit Card After Hours - 6:00 p.m 7:00 a.m. weekends, holidays Cashier's Check / Money Order			
F)	Monday thru Friday - 7:00 a.m 6:00 p.m. Cashier's Check / Money Order Credit Card / Debit Card After Hours - 6:00 p.m 7:00 a.m. weekends, holidays Cashier's Check / Money Order 31-420			
F)	Monday thru Friday - 7:00 a.m 6:00 p.m. Cashier's Check / Money Order Credit Card / Debit Card After Hours - 6:00 p.m 7:00 a.m. weekends, holidays Cashier's Check / Money Order			
F)	Monday thru Friday - 7:00 a.m 6:00 p.m. Cashier's Check / Money Order Credit Card / Debit Card After Hours - 6:00 p.m 7:00 a.m. weekends, holidays Cashier's Check / Money Order 31-420	curely strapped or banded together a		
G)	Monday thru Friday - 7:00 a.m 6:00 p.m. Cashier's Check / Money Order Credit Card / Debit Card After Hours - 6:00 p.m 7:00 a.m. weekends, holidays Cashier's Check / Money Order 31-420 <u>UNITIZED CARGO</u> Unitized cargo is defined as units of cargo unitized or palletized and/or set	curely strapped or banded together a		
G)	Monday thru Friday - 7:00 a.m 6:00 p.m. Cashier's Check / Money Order Credit Card / Debit Card After Hours - 6:00 p.m 7:00 a.m. weekends, holidays Cashier's Check / Money Order 31-420 <u>UNITIZED CARGO</u> Unitized cargo is defined as units of cargo unitized or palletized and/or set one unit permitting all handling of said cargo by mechanical equipment.	curely strapped or banded together a		
F) G)	Monday thru Friday - 7:00 a.m 6:00 p.m. Cashier's Check / Money Order Credit Card / Debit Card After Hours - 6:00 p.m 7:00 a.m. weekends, holidays Cashier's Check / Money Order 31-420 <u>UNITIZED CARGO</u> Unitized cargo is defined as units of cargo unitized or palletized and/or see one unit permitting all handling of said cargo by mechanical equipment. 31-425	railer or other vehicle, to allow same ned or warehouse, or any roadway o s cargo or its passengers. All parkin m may be towed away and stored at		

	To improve the visibility of smaller vehicles, the use of a safety flag is required when operating an ATV/UTV, golf cart, or other off-highway vehicle on JAXPORT property and Port District Roads. The safety flag must be displayed at least 8 feet above the ground and shall have dimensions of at least 6 inches high and 12 inches long, mounted vertically. Failure to comply may result in loss of driving privileges on JAXPORT property and or other associated administrative penalties.
(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).
(REG) ()	31-435
	VESSEL / RAIL TO VACATE
	JAXPORT may order any vessel and/or rail operator to vacate any berth or railway when JAXPORT deems that the continued presence of such vessels or rail cars at such berth or railway would be a potential hazard to the vessel, the rail cars, 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:
	 when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel or rail cars a threat to the vessel, rail cars, and/or JAXPORT's facilities; equipment or personnel;
	 when the berth is committed to others under a preferential berth arrangement or other agreement;
	• when the vessel's cargo or other items represent a hazard to other vessels, cargo, personnel or facilities;
	 when the vessel refuses to work continuously to completion of its loading and/or discharge (see rule <u>31-</u> <u>475</u>);
	 when a vessel is performing shipyard type maintenance repair; or
	 for any other reason determined by the Chief Operating Officer to protect the interests of JAXPORT.
	JAXPORT shall provide written notice (administrative message, facsimile transmission, e-mail, etc.) to the steamship line, the vessel agent, rail operator, and/or the vessel captain advising of the requirement to vacate. The notice shall state the time that the berth or railways must be vacated and shall be presented at least two hours prior to said time. If a vessel or rail operator 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 or rail cars to another location of its choosing, at the sole risk and expense of the vessel and/or rail operator. If such movement occurs, the vessel or rail operator shall hold JAXPORT harmless for any damages or liability it may incur as a result of such movement (see rule <u>31-015</u>). Refusal to vacate may result in denial of future berthing privileges at JAXPORT facilities. For penalty charges, see rule <u>31-270</u> .
(DEF)	31-440
	VOLUME RATES
	Defined as volume tonnage based on a given 12-month period.

(Cancels Terminal Tariff No. 2023)

(CHG) () 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 **\$12.89** per square foot annually, with a minimum charge of **\$806.63** per calendar month rental or fraction thereof. Subject to availability, tenants may lease overflow/temporary office space on a short term basis at **\$24.76** per square foot annually, with a minimum charge of **\$806.63** per calendar month rental or fraction thereof.

(CHG) () **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 **\$4.84** 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.

	Commodity	Charge*	Rate Type		
	Automobiles, new manufactured lots,	6.49	Per unit		
	Automobiles, other than new,	11.24	Per unit		
	Breakbulk Cargo (vessels 500 linear feet or less) not otherwise stated, except	4.03	Per S/T		
	heavy lift Breakbulk Cargo (vessels over 500 linear feet) not otherwise stated, except	5.64	Per S/T		
	heavy lift Dry Bulk Cargo	3.21	Per S/T		
		2.41	Per S/T		
	Liquid Bulk Cargo	3.21	Per S/T Per S/T		
	Bulk Cargo, not otherwise stated				
	Container Cargo (Vessels 500 Linear Feet or Less)	3.93	Per S/T		
	Container Cargo (Vessels over 500 linear Feet)	5.64	Per S/T		
	Empty containers	24.21	Per Unit		
	Heavy Lift (as defined in rule <u>31-190</u>) Over 100,000 pounds but less than 300,000 pounds	9.69	Per S/T		
	Heavy Lift (as defined in rule <u>31-190</u>) Over 300,000 pounds, plus JAXPORT project engineering cost if applicable	12.01	Per S/T		
	Livestock	4.81	Per unit		
	Other mobile units (wheeled/tracked), and/or accessories, except heavy lift	10.99	Per S/T		
	cargo Passengers embarking, disembarking, or on board vessel at arrival	11.88	Per		
	Watercraft Charge				
	Not exceeding 16' in length, per boat 32.2				
	Over 16' but not over 24' in length, per boat 40.3				
	Over 24' but not over 28' in length, per boat 48.4				
	Over 28' but not over 35' in length, per boat 64.5				
	Over 35' but not over 60' in length, per boat121.0Over 60' in length, per linear foot4.0				
EF)	Note: JAXPORT will strictly prohibit any movement of coal ash by new JAXPORT tenants				
.,	31-460				
	WHARFAGE, CONTAINERS				
		۸ ا م م ۴ م	charge will b		
	A charge for use of wharves assessed on the weight of the contents of the container. assessed on empty containers handled on or off the vessel. See rule <u>31-455</u> .	A wharrage	ge		
EG)		A wharrage			
EG)	assessed on empty containers handled on or off the vessel. See rule <u>31-455</u> .	A wnarrage			

^(DEF) 31-470

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 <u>earliest</u> <u>possible completion</u> when the berth assigned to the vessel is declared to be congested by the Chief Operating Officer. 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-</u><u>435</u>) by the Chief Operating Officer 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 #2023_A