

Jacksonville Port Authority
Terminal Tariff No. 2024_D
(Cancels Terminal Tariff No. 2024_C)



**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) | <p>31-005</p> <p><u>ABBREVIATIONS AND SYMBOLS</u></p> <p>TARIFF UPDATES & CHANGES:</p> <ul style="list-style-type: none">• (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 <p>RULE TYPES:</p> <ul style="list-style-type: none">• (CHG) FEES & CHARGES• (DEF) DEFINITIONS• (REG) RULES & REGULATIONS |
| (REG) | <p>31-010</p> <p><u>APPLICATION FOR BERTH</u></p> <p>Application for berth at JAXPORT facilities must be made in accordance with rule 31-200. 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:</p> <ul style="list-style-type: none">• 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 31-145)• Resource Requests• Any other special instructions or requirements <p>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 31-095 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.</p> <p>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. Applications for storm berthing will be at the discretion of the CEO and subject to berth availability and indemnification and insurance requirements outlined in rule 31-367</p> |
| (REG) | <p>31-015</p> <p><u>INDEMNIFICATION / AUTHORITY HELD HARMLESS</u></p> |

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| | <p>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.</p> |
| (REG) () | <p>31-020</p> <p><u>BILLING CHARGES</u></p> <p>Fees incurred under this tariff for vessel-related services will be invoiced to the vessel's shipping agent or representative. Any additional fees resulting from this tariff will be billed according to the specific terms outlined or to the entity that requested the service.</p> <p>The Jacksonville Port Authority (JAXPORT) does not directly engage with the numerous shippers or consignees of cargo. Instead, all charges under this tariff are the responsibility of the ship's agent or vessel representative, regardless of their reimbursement status.</p> <p>JAXPORT holds agreements with various tenants and users of its waterways and facilities. Unless explicitly stated otherwise in a written agreement, the usage and payment for JAXPORT facilities are governed by the rules within this tariff.</p> <p>Billing by JAXPORT to agents, terminal operators, and other facility users is provided for convenience and does not waive the Port Authority's right to charge against vessels or cargo based on maritime law. JAXPORT reserves the right to require advance payment of anticipated charges from vessels, their owners/agents, or other facility users who have not established billing arrangements and financial responsibility. Access to facilities may be restricted without such prepayments.</p> <p>Invoices must be settled within 30 days from their issuance. Unpaid invoices after 30 days are considered overdue and will incur a late fee of 1.5% per month, calculated on the invoice amount from the invoice date and applied at the month's end. A minimum late fee of \$50.00 per invoice applies.</p> <p>Discrepancies or errors on invoices must be reported in writing to the Billing Department at billing@jaxport.com within ten calendar days from the invoice date. Unreported discrepancies within this period will render the invoice valid and due for payment.</p> |
| (REG) () | <p>31-025</p> <p><u>BILLING INFORMATION</u></p> <p>Within seven business days following a vessel's departure, vessel agents, stevedores, and representatives are required to provide JAXPORT with detailed cargo information for billing purposes. This includes ship manifests and certified statements detailing cargo movements, passenger counts, and other relevant data JAXPORT deems necessary for invoice compilation and statistics. Failure to submit complete documentation in time will result in a \$50.00 late fee per business day.</p> <p>JAXPORT reserves the right to audit submissions, and unreported activities may be billed retrospectively within Florida's statute of limitations. Port Users must comply with documentation requests within 15 business days and allow JAXPORT or its designees access to cargo manifests and related documents for audit and verification purposes.</p> |

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| (CHG) () | <p>31-026</p> <p><u>BUNKERING</u></p> <p>1) Business Permits for Vessel Bunkering Service are required to perform such services at a JAXPORT-owned facility. A Business Permit is an issuance from the Jacksonville Port Authority that allows a vendor to provide commercial services on a JAXPORT-owned facility after verifying insurance, licenses, and other pertinent information from applicant. A Vessel Bunkering Service is a vendor engaged in the business of transferring liquid petroleum products, alternative fuels, and derivatives for fueling, lubricating, or other associated uses to a vessel at a JAXPORT-owned facility.</p> <p>2) Permit applications: initial application Fee \$3,000.00, with an annual fee of \$2,500.00 each year. Applications are available online at https://www.jaxport.com/cargo/resources/tariff/</p> <p>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.</p> <p>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.</p> <p>Note: 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.</p> <p>JAXPORT reserves the right to audit reports provided by giving reasonable written notice to provider. Invoice will be provided monthly to provider.</p> |
| (REG) | <p>31-030</p> <p><u>CALLING PORT CARGO VESSELS</u></p> <p>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 31-340).</p> |
| (REG) | <p>31-035</p> <p><u>CALLING PORT CRUISE VESSELS</u></p> <p>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.</p> |
| (REG) | <p>31-040</p> |

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| | <p><u>CARGO RELEASE</u></p> <p>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.</p> |
| (REG) | <p>31-045</p> <p><u>CLEANING FACILITIES</u></p> <p>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, buildings, restrooms, 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.</p> |
| (DEF) | <p>31-050</p> <p><u>CONTAINERS</u></p> <p>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.</p> |
| (REG) | <p>31-055</p> <p><u>CONTAINERS LOADED IN EXCESS OF RATED CAPACITY</u></p> <p>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 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.</p> |
| (REG) | <p>31-060</p> <p><u>CONTAMINATED CARGO</u></p> <p>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 31-290)</p> |

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| (REG) () | <p>31-065</p> <p><u>CREDIT PRIVILEGES</u></p> <p>Port users intending to apply for credit must contact the JAXPORT Finance Department at accounts.receivable@jaxport.com at least two weeks in advance. Credit limits are set by JAXPORT, and exceeding these limits may necessitate advance cash payments. 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.</p> <p>Jacksonville Port Authority may require all port users to post financial security while doing business at JAXPORT. Users may be given the option of posting either an indemnity and payment bond or an irrevocable letter of credit enforceable in the United States, collectible 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 at JAXPORT. Jacksonville Port Authority shall determine the required type and amount of such bond or letter of credit for each user; provided, however, that no user shall be allowed to post security in an amount less than twenty thousand dollars (\$20,000.00).</p> |
| (CHG) () | <p>31-067</p> <p><u>CUSTOMS AND BORDER PROTECTION REIMBURSABLE SERVICES PROGRAM</u></p> <p>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 Jaxport.RSP@jaxport.com. 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 (¼ 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/</p> |
| (CHG) () | <p>31-069</p> <p><u>CYBER SECURITY INCIDENT DISCLOSURE</u></p> <p>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.</p> <p>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.</p> <p>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.</p> |

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| | <p>Incident: A violation or an imminent threat of violation, whether such violation is accidental or deliberate, of information technology resources, security, policies, or practices. -Florida Statutes 282.0041 (19)</p> <p>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 use. -Florida Statutes 501.171 (a)</p> |
| (REG) | <p>31-070</p> <p><u>DAMAGE TO FACILITIES</u></p> <p>All vessels, their owners, their charterers, their agents and all other users of any type of the terminal facilities or equipment, shall be held responsible for any damage to or destruction of the property owned by Jacksonville Port Authority (including, but not limited to, expenses of, damage to, destruction of, repair or replacement of terminal facilities or equipment) resulting from their use, or arising from any acts, omission, neglect or default of vessels, their owners, their charterers and their agents or of all other users. JAXPORT reserves the right to repair, rebuild, contract for repair any damages to or destruction of docks, wharves, warehouses or transit sheds, equipment, rail or shop facilities, water and light facilities and to hold the vessels, their owners, their charterers, their agents and/or all other users responsible for payment. The Jacksonville Port Authority may detain any vessel or water craft responsible for any damage to the facilities until sufficient security has been given for the amount of damage. This provision is subject to rule 31-170, which is by this reference incorporated herein as if set out in its entirety. Any damage or destruction to JAXPORT property must be reported <u>immediately</u> to the JAXPORT Risk Specialist at 904-357-3083 or 904-524-0458 or JAXPORT Public Safety Operations Center at 904-357-3360 or via email to damage-claims@jaxport.com. Failure to report will result in a 30% markup fee and a 90 day suspension of the parties responsible for the failure to report damage to JAXPORT property.</p> |
| (REG) | <p>31-075</p> <p><u>DAMAGED CONTAINERS</u></p> <p>Seagoing containers, having damage or variances which may impede normal movement with JAXPORT's mechanical equipment will not be received at point of rest unless prior arrangements have been made with terminal management.</p> |
| (REG) | <p>31-080</p> <p><u>DECK WATCH</u></p> <p>All vessels, with the exception of barge operations moored at the Jacksonville Port Authority wharves, will maintain a live deck watch and monitor Channel 16 and channels identified via Vessel Security Brief or Declaration of Security with the capability of communicating in English. Vessel deck watch will be subject to radio checks from the JAXPORT Public Safety Operations Center in accordance with approved Facility Security Plans.</p> |
| (REG) | <p>31-085</p> <p><u>DIRECT LOAD OR DISCHARGE</u></p> <p>Direct load and/or discharge is permitted with prior notification to the Chief Operating Officer and proper coordination with the terminal operator or stevedore.</p> |
| (REG) | <p>31-090</p> |

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| | <p><u>DISPOSITION OF CARGO</u></p> <p>Instructions regarding disposition of cargo must be provided to JAXPORT at least 24 hours in advance of vessel arrival (see rule 31-200). JAXPORT reserves the right to sell for accrued charges or otherwise dispose of any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners or their agents, after due notice of such unclaimed or refused cargo has been mailed or delivered to known parties.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|-------------|--------|-----------------|-------|--|------|---|-------|---|-------|----------------------------|------|----------------------------------|------|--------------------------------------|------|----------------|-------|----------------|-------|----------------------------------|-------|--|-------|
| (CHG) () | <p>31-095</p> <p><u>DOCKAGE</u></p> <p>Dockage charges will be computed on LOA of vessel as published in Lloyd's Register of Shipping or any similar website or trade publication per the following schedule of vessels; dockage will be based on an initial 24-hour period, regardless if multiple terminals are visited, after which a prorated charge will be assessed based on a 6-hour period or fraction thereof. Charges stated per linear foot of vessel.</p> <table border="1"> <thead> <tr> <th>Vessel Type</th><th>Charge</th></tr> </thead> <tbody> <tr> <td>Vehicle Vessels</td><td>13.75</td></tr> <tr> <td>Container & Breakbulk Vessels 500 Feet or Less</td><td>7.23</td></tr> <tr> <td>Container & Breakbulk Vessels over 500 Feet to 625 Feet</td><td>10.63</td></tr> <tr> <td>Container & Breakbulk Vessels Over 625 Feet</td><td>13.28</td></tr> <tr> <td>Refrigerated Cargo Vessels</td><td>7.23</td></tr> <tr> <td>Barges - Tanker, Breakbulk, Lash</td><td>7.23</td></tr> <tr> <td>Barges - Container, Trailer, Vehicle</td><td>9.14</td></tr> <tr> <td>Tanker Vessels</td><td>15.61</td></tr> <tr> <td>Cruise Vessels</td><td>15.61</td></tr> <tr> <td>All Others, not otherwise stated</td><td>15.61</td></tr> <tr> <td>Any vessel not conducting cargo operations</td><td>15.61</td></tr> </tbody> </table> | Vessel Type | Charge | Vehicle Vessels | 13.75 | Container & Breakbulk Vessels 500 Feet or Less | 7.23 | Container & Breakbulk Vessels over 500 Feet to 625 Feet | 10.63 | Container & Breakbulk Vessels Over 625 Feet | 13.28 | Refrigerated Cargo Vessels | 7.23 | Barges - Tanker, Breakbulk, Lash | 7.23 | Barges - Container, Trailer, Vehicle | 9.14 | Tanker Vessels | 15.61 | Cruise Vessels | 15.61 | All Others, not otherwise stated | 15.61 | Any vessel not conducting cargo operations | 15.61 |
| Vessel Type | Charge | | | | | | | | | | | | | | | | | | | | | | | | |
| Vehicle Vessels | 13.75 | | | | | | | | | | | | | | | | | | | | | | | | |
| Container & Breakbulk Vessels 500 Feet or Less | 7.23 | | | | | | | | | | | | | | | | | | | | | | | | |
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| Refrigerated Cargo Vessels | 7.23 | | | | | | | | | | | | | | | | | | | | | | | | |
| Barges - Tanker, Breakbulk, Lash | 7.23 | | | | | | | | | | | | | | | | | | | | | | | | |
| Barges - Container, Trailer, Vehicle | 9.14 | | | | | | | | | | | | | | | | | | | | | | | | |
| Tanker Vessels | 15.61 | | | | | | | | | | | | | | | | | | | | | | | | |
| Cruise Vessels | 15.61 | | | | | | | | | | | | | | | | | | | | | | | | |
| All Others, not otherwise stated | 15.61 | | | | | | | | | | | | | | | | | | | | | | | | |
| Any vessel not conducting cargo operations | 15.61 | | | | | | | | | | | | | | | | | | | | | | | | |
| (DEF) | <p>31-100</p> <p><u>DOCKAGE</u></p> <p>The term dockage as used herein means the charges made or assessed against a vessel for berthing or first line to any dock, wharf, pier mooring device, or other facility owned by JAXPORT. EXCEPTION: Barges moored alongside vessels at the piers for the sole purpose of transferring cargo, bunkers and/or ship's stores to or from such vessels; also towboats landing tows will be exempt from dockage charges.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| (DEF) | <p>31-105</p> <p><u>DRAYING</u></p> <p>The physical movement of a wheeled container between any two points.</p> | | | | | | | | | | | | | | | | | | | | | | | | |

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| (CHG) () | 31-107 <u>DREDGE MATERIAL MANAGEMENT AREA (DMMA) MATERIAL REMOVAL</u> All arrangements for material removal must be made with the Engineering and Construction Department at 904-357-3001. The removal fee will be computed and charged based on the cubic yards removed from JAXPORT's Buck Island Dredge Material Management Area (DMMA). Removal of material is subject to approval at JAXPORT's sole discretion after coordinating with the Florida Department of Environmental Protection (FDEP) as required. Material testing may be required before removal. Accommodations will be based on an availability of material and current activity at DMMA site. <table><tr><th>Material Removal Fee</th><th>Charge per Cubic Yard</th></tr><tr><td>Material to be placed on Public Property</td><td>.75</td></tr><tr><td>Material to be placed on Private Property</td><td>2.00</td></tr></table> | Material Removal Fee | Charge per Cubic Yard | Material to be placed on Public Property | .75 | Material to be placed on Private Property | 2.00 | | |
|---|--|-----------------------|-----------------------|--|-----|---|-------|---------------------------|-------|
| Material Removal Fee | Charge per Cubic Yard | | | | | | | | |
| Material to be placed on Public Property | .75 | | | | | | | | |
| Material to be placed on Private Property | 2.00 | | | | | | | | |
| (CHG) () | 31-110 <u>DREDGING DISPOSAL</u> 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. <table><tr><th>Dredging Disposal Fee</th><th>Charge</th></tr><tr><td>City of Jacksonville</td><td>N/A</td></tr><tr><td>Governmental</td><td>20.03</td></tr><tr><td>Commercial and All Others</td><td>26.68</td></tr></table> | Dredging Disposal Fee | Charge | City of Jacksonville | N/A | Governmental | 20.03 | Commercial and All Others | 26.68 |
| Dredging Disposal Fee | Charge | | | | | | | | |
| City of Jacksonville | N/A | | | | | | | | |
| Governmental | 20.03 | | | | | | | | |
| Commercial and All Others | 26.68 | | | | | | | | |
| (CHG) () | 31-115 <u>ELECTRIC USE CHARGE FOR NON-METERED TENANTS</u> Except as otherwise provided herein, a charge for electric service will be assessed for all non-metered usage at a rate of \$203.92 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 <u>ELECTRIC USE CHARGE FOR REEFER PLUGS</u> The electrical service charge for refrigerated containers is \$66.49 per plug per day. Prior arrangements must be made with Chief Operating Officer or his/her designee. | | | | | | | | |
| (DEF) | 31-125 <u>ELECTRIC USE CHARGE FOR REEFER PLUGS</u> | | | | | | | | |

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| | 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 31-120 . | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|----------------|--------------|----------|----------------------------------|--------|--------|------------------------------------|--------|-----|---|--------|-----|--------------------------|----------|----------|--------------------------------------|-------|--------|---------------------------|--------|--------|----------------------------------|--------|-----|
| (REG) | <div>31-130</div> <div>EMERGENCY PROCEDURES</div> <p>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 31-435) 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 31-270 will be assessed to the vessel and/or rail operators in addition to any other applicable charges for each hour of non-compliance.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| (REG) | <div>31-135</div> <div>EQUIPMENT OPERATOR QUALIFICATIONS</div> <p>Any company or individual renting, leasing or otherwise using JAXPORT equipment is responsible to supply competent operators. JAXPORT does not provide any equipment training, nor does JAXPORT certify that operators are competent. The equipment operator is solely responsible for any damage whatsoever to JAXPORT equipment including damage to any surrounding equipment or facility, and/or causing any injury or harm to himself or others. See rule 31-140 for equipment rental rules and regulations. At its sole discretion, JAXPORT reserves the right to reject any equipment operator for any reason at any time.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| (CHG) () | <div>31-140</div> <div>EQUIPMENT RENTAL</div> <p>Any company or individual renting, leasing, or otherwise using JAXPORT equipment not under contract shall be charged labor at one (1) hour start-up at \$110.83 and one (1) hour shutdown time at \$110.83.</p> <table><thead><tr><th>Equipment Type</th><th>Regular Time</th><th>Overtime</th></tr></thead><tbody><tr><td>Container Crane Standby Per Hour</td><td>288.25</td><td>416.57</td></tr><tr><td>Rubber Tired Gantry Crane Per Hour</td><td>265.76</td><td>N/A</td></tr><tr><td>Crane Over Height Attachment - Per Vessel Use</td><td>331.44</td><td>N/A</td></tr><tr><td>Container Crane Per Hour</td><td>1,080.10</td><td>1,163.18</td></tr><tr><td>Water Truck (without water) Per Hour</td><td>74.66</td><td>111.98</td></tr><tr><td>Sweeper (also see 31-370)</td><td>157.88</td><td>234.46</td></tr><tr><td>Light Cart / Generator (Per Day)</td><td>144.20</td><td>N/A</td></tr></tbody></table> <p>NOTE: Container cranes may be ordered into standby due to late arrival of vessel. Standby must be requested by the user of the equipment and approved by the Chief Operating Officer or appointed designee. Standby charges are applicable to container cranes only; regular time would be applied Monday through Friday from 06:30 am to 23:00 pm with overtime rates being applied Monday through Friday from 23:01 pm to 06:29 am. Standby overtime rate is charged on Saturday, Sunday, and Holidays. Equipment other than container cranes will be charged at rates published herein.</p> | Equipment Type | Regular Time | Overtime | Container Crane Standby Per Hour | 288.25 | 416.57 | Rubber Tired Gantry Crane Per Hour | 265.76 | N/A | Crane Over Height Attachment - Per Vessel Use | 331.44 | N/A | Container Crane Per Hour | 1,080.10 | 1,163.18 | Water Truck (without water) Per Hour | 74.66 | 111.98 | Sweeper (also see 31-370) | 157.88 | 234.46 | Light Cart / Generator (Per Day) | 144.20 | N/A |
| Equipment Type | Regular Time | Overtime | | | | | | | | | | | | | | | | | | | | | | | |
| Container Crane Standby Per Hour | 288.25 | 416.57 | | | | | | | | | | | | | | | | | | | | | | | |
| Rubber Tired Gantry Crane Per Hour | 265.76 | N/A | | | | | | | | | | | | | | | | | | | | | | | |
| Crane Over Height Attachment - Per Vessel Use | 331.44 | N/A | | | | | | | | | | | | | | | | | | | | | | | |
| Container Crane Per Hour | 1,080.10 | 1,163.18 | | | | | | | | | | | | | | | | | | | | | | | |
| Water Truck (without water) Per Hour | 74.66 | 111.98 | | | | | | | | | | | | | | | | | | | | | | | |
| Sweeper (also see 31-370) | 157.88 | 234.46 | | | | | | | | | | | | | | | | | | | | | | | |
| Light Cart / Generator (Per Day) | 144.20 | N/A | | | | | | | | | | | | | | | | | | | | | | | |

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| | |
|--------------|---|
| (REG) | <p>31-145</p> <p><u>EQUIPMENT RENTAL</u></p> <p>JAXPORT will provide freight handling equipment or machinery when available, with advance notice as stated in rule 31-200, subject to the conditions and charges set forth in this rule 31-145 and rule 31-140. The party utilizing the equipment will be responsible for accrued charges. Charges for equipment rental will be assessed from the ordered start time to the completion excluding meal hours. Requests for cargo handling equipment must be ordered as early as possible prior to vessel operation start time (see rule 31-200). Applicant agrees that all charges will be paid and that all rules and regulations will be complied with in accordance with this tariff and its reissue. All hourly rates on working equipment, will be subject to a minimum charge of two (2) hours at the applicable rate. Billing thereafter, including standby time, will be assessed in quarter (1/4) hour increments. All equipment rental rates are subject to applicable Florida state sales taxes. Freight handling machinery is presumed to be in good working condition when turned over to the user. JAXPORT shall furnish trained mechanics to make repairs that are brought to JAXPORT's attention caused by mechanical failure. JAXPORT reserves the right to stop the operation of freight handling equipment at any time to make repairs deemed necessary by JAXPORT or due to operator abuse of equipment. The user shall not be charged for the time the equipment is inoperable due solely to mechanical failure, however, JAXPORT will not be responsible for delays caused by breaking down of said equipment nor for delays caused by shutting off electric current or other causes. 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 31-170, 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 31-135) to operate the equipment. JAXPORT reserves the right to allocate equipment when conflicts arise in equipment usage.</p> |
| (REG) | <p>31-150</p> <p><u>EQUIPMENT RENTAL MODIFICATIONS AND/OR CANCELLATIONS</u></p> <p>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.</p> |
| (REG) () | <p>31-155</p> <p><u>EQUIPMENT RENTAL REQUESTS</u></p> <p>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 email sent directly to Vessel-Planning@jaxport.com. If a new request that is received or a request to modify/alter an established request after the 1:30 deadline can be accommodated, the party making the request will be subject to a penalty charge in accordance with (rule 31-270). 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 shall be made by 1:30 p.m. on the preceding Friday.</p> |
| (CHG) () | <p>31-157</p> <p>FOREIGN TRADE ZONE (FTZ) NO. 64</p> |

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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 upon activation of any new or existing site by CBP. | | \$2,500.00 |
| Annual Fees: Grantee annual fees are due and payable upon first day of site activation for approved FTZ use, and annually thereafter in accordance with Grantee/Operator Agreement | | \$10,000.00 |

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.

For application and activation information contact FTZ Administrator at 904-357-3072

(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

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| | |
|-------|--|
| | <p>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.</p> <p>Stevedore/Terminal Operator need to request in writing via email to Vessel-Planning@jaxport.com for storage of equipment in the common use area(s).</p> <p>All high and heavy equipment, tracked or wheeled, will be charged for storage on this schedule;</p> <p>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).</p> <p>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 Vessel-Planning@jaxport.com to include items: equipment description, date of occupancy, date of removal and associated vessel.</p> |
| (DEF) | <p>31-167</p> <p><u>FUEL SURCHARGE</u></p> <p>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.</p> |
| (REG) | <p>31-170</p> <p><u>GENERAL APPLICATION</u></p> <p>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 31-385) 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, VIZ: wharfage, handling, storage, dockage and other terminal services as outlined in this tariff, will be made and collected on all cargo delivered to or received from vessels, barges or other watercraft or by rail or truck over wharf property owned or operated by JAXPORT or in connection with all participating JAXPORT Terminal Operators named in the Tariff and will be in addition to rates of transportation to or from the Port. All services rendered under this tariff by request (such as, but not limited to, dockage, equipment rental, fresh water, etc.) must be requested by the user in accordance with rule 31-200, 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.</p> |
| (DEF) | <p>31-175</p> |

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| | <p><u>HANDLING</u></p> <p>Handling is the service of physically moving, receiving, or delivering cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle. JAXPORT does not provide handling services. See rule 31-385 for authorized JAXPORT terminal operators.</p> | | | | | | |
|--|---|---------------------------|--------|--|--------|--|--------|
| (CHG) () | <p>31-180</p> <p><u>HARBOR ADMINISTRATION FEE</u></p> <p>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.</p> <table border="1"> <thead> <tr> <th>Harbor Administration Fee</th><th>Charge</th></tr> </thead> <tbody> <tr> <td>Vessels equal to or less than 200 linear feet - per call</td><td>154.54</td></tr> <tr> <td>Vessels over 200 linear feet -- per call</td><td>309.08</td></tr> </tbody> </table> | Harbor Administration Fee | Charge | Vessels equal to or less than 200 linear feet - per call | 154.54 | Vessels over 200 linear feet -- per call | 309.08 |
| Harbor Administration Fee | Charge | | | | | | |
| Vessels equal to or less than 200 linear feet - per call | 154.54 | | | | | | |
| Vessels over 200 linear feet -- per call | 309.08 | | | | | | |
| (REG) | <p>31-185</p> <p><u>HAZARDOUS CARGO</u></p> <p>Explosives and hazardous or highly inflammable commodities or material may be handled over, or received on the wharves or other facilities of JAXPORT by special arrangements with and at the option of the Chief Executive Officer or Designee; subject to federal, state and local laws, ordinances, rules and regulations and approval from the U.S. Coast Guard (see rule 31-060).</p> | | | | | | |
| (DEF) | <p>31-190</p> <p><u>HEAVY LIFT</u></p> <p>Any single unit exceeding 100,000 pounds shall be considered a heavy lift and shall be assessed engineering costs associated with each project, if applicable. Heavy lift shipments, other than direct load or discharge (rule 31-085), may be required to complete a "Space Allocation Agreement" as determined by the Chief Operating Officer (see rule 31-255). See rule 31-455 for heavy lift cargo charges.</p> | | | | | | |
| (CHG) () | <p>31-195</p> <p><u>IDLE DOCKAGE</u></p> <p>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 31-095 for required rate. Vessels at berth performing shipyard type maintenance or repairs without necessary approval may be ordered to vacate berth immediately. See rule 31-435.</p> <table border="1"> <thead> <tr> <th>Vessel Type</th><th>Charge</th></tr> </thead> <tbody> </tbody> </table> | Vessel Type | Charge | | | | |
| Vessel Type | Charge | | | | | | |

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| | | |
|--|---|------|
| | Vehicle Vessels | 6.88 |
| | Container & Breakbulk Vessels 500 Feet or Less | 3.62 |
| | Container & Breakbulk Vessels over 500 Feet to 625 Feet | 5.32 |
| | Container & Breakbulk Vessels Over 625 Feet | 6.64 |
| | Refrigerated Cargo Vessels | 3.62 |
| | Barges - Tanker, Breakbulk, Lash | 3.62 |
| | Barges - Container, Trailer, Vehicle | 4.57 |
| | Tanker Vessels | 7.81 |
| | Cruise Vessels | 7.81 |
| | All Others, not otherwise stated | 7.81 |

| | |
|-------|--|
| (REG) | <p>31-200</p> <p><u>INSTRUCTIONS, WRITTEN AND/OR ELECTRONIC</u></p> <p>INSTRUCTIONS, for requesting berths, equipment or services through JAXPORT.</p> <ul style="list-style-type: none"> Vessel agents and/or owners/representatives of cargo shall utilize JAXPORT's web-based software program known as PortControl (formerly known as KlienPort). Port Control's web-based client portal: <p>Allows agents to:</p> <ul style="list-style-type: none"> 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 <p>Allows stevedores to:</p> <ul style="list-style-type: none"> submit equipment rental requests update requests prior to 24 hours prior to vessel arrival <p>It also provides:</p> <ul style="list-style-type: none"> agents, stevedores, and JAXPORT with accurate and timely data agents with the ability to view invoices online agents and stevedores with the ability to view the status of request in real time more accurate and timely invoicing <ul style="list-style-type: none"> 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. <ul style="list-style-type: none"> 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 vessel-planning@jaxport.com. Companies may want to make sure this email is recognized by our company IT system so that they receive correspondences in the proper mailbox. 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. |
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|------------------------------------|--|--------|-------------------|---------|--|-----------------|-----------|--------------------------|-----------|---------------------------|-----------|------------------------------------|--|---------------------|-------------|-------------------|-------------|------------------------|-------------|
| | <p>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.</p> <p>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).</p> <p>Please be aware that under this system:</p> <ul style="list-style-type: none">▪ 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) | <p>31-205</p> <p><u>INSURANCE</u></p> <p>The charges provided in this tariff do not include any expense of property or any other insurance covering any and all users of JAXPORT facilities, equipment or services. All stevedoring firms and/or vessels' agents or sub-contractors utilized by them shall be responsible to furnish JAXPORT with evidence of insurance coverage, including but not limited to Workers' Compensation, Employer's Liability, Comprehensive General Liability, Stevedores and Terminal Operator's Liability (Grantee or Assignee) and such other insurance, as required by the Jacksonville Port Authority. Comprehensive General Liability and Stevedores Legal Liability will name Jacksonville Port Authority as an additional insured with respects to crane rental, property rental and operations. Prior to beginning operations on JAXPORT facilities, all firms subject to this item are required to furnish the Jacksonville Port Authority with current valid copies of Certificates of Insurance as stated above. <u>The Jacksonville Port Authority may require additional coverage under special circumstances.</u> 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.</p> <p><u>REQUIRED INSURANCE WITH MINIMUM LIMITS OF COVERAGE:</u></p> <p>1. <u>Workers Compensation/Employers Liability</u></p> <table><tr><td>PART 1</td><td>STATE REQUIREMENT</td></tr><tr><td>PART II</td><td></td></tr><tr><td>• Each Accident</td><td>\$500,000</td></tr><tr><td>• Disease - Policy Limit</td><td>\$500,000</td></tr><tr><td>• Disease - Each Employee</td><td>\$500,000</td></tr></table> <p>In addition to required coverage for the Florida Workers' Compensation Act, coverage will also be required for the Longshore and Harbor Workers' Compensation Act.</p> <p>2. <u>Commercial General Liability:</u> Jacksonville Port Authority shall be named and endorsed as an additional insured.</p> <table><tr><td>Combined Single Limit of Liability</td><td></td></tr><tr><td>• General Aggregate</td><td>\$2,000,000</td></tr><tr><td>• Each Occurrence</td><td>\$2,000,000</td></tr><tr><td>• Fire Legal Liability</td><td>\$1,000,000</td></tr></table> <p>3. <u>Comprehensive Automobile Liability:</u> Coverage shall include owned, non-owned and hired automobiles.</p> <ul style="list-style-type: none">• Combined Single Limit of Liability \$1,000,000 | PART 1 | STATE REQUIREMENT | PART II | | • Each Accident | \$500,000 | • Disease - Policy Limit | \$500,000 | • Disease - Each Employee | \$500,000 | Combined Single Limit of Liability | | • General Aggregate | \$2,000,000 | • Each Occurrence | \$2,000,000 | • Fire Legal Liability | \$1,000,000 |
| PART 1 | STATE REQUIREMENT | | | | | | | | | | | | | | | | | | |
| PART II | | | | | | | | | | | | | | | | | | | |
| • Each Accident | \$500,000 | | | | | | | | | | | | | | | | | | |
| • Disease - Policy Limit | \$500,000 | | | | | | | | | | | | | | | | | | |
| • Disease - Each Employee | \$500,000 | | | | | | | | | | | | | | | | | | |
| Combined Single Limit of Liability | | | | | | | | | | | | | | | | | | | |
| • General Aggregate | \$2,000,000 | | | | | | | | | | | | | | | | | | |
| • Each Occurrence | \$2,000,000 | | | | | | | | | | | | | | | | | | |
| • Fire Legal Liability | \$1,000,000 | | | | | | | | | | | | | | | | | | |

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| | <p>4. <u>Property Insurance / Fire and Extended Coverage:</u> 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.</p> <p>5. <u>Endorsement:</u> JAXPORT will be added as an additional insured with a waiver of subrogation endorsement.</p> <p>Insurance coverage requirements for storm berthing, as listed in rule 31-367 shall supersede the above insurance coverage requirements.</p> |
| (REG) | <p>31-210</p> <p><u>Intermodal Container Transfer Facility (ICTF)</u></p> <p><u>SERVICES RENDERED</u></p> <p>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.</p> <p>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.</p> <p>The TERMINAL OPERATOR shall not be liable for concealed damage or for the condition of cargo or goods packed in containers.</p> <p><u>LIMITATION OF LIABILITY</u></p> <p>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.</p> <p><u>EXPLOSIVE OR RADIOACTIVE COMMODITIES</u></p> <p>The ICTF will not handle any explosive or radioactive containers.</p> <p><u>WORKING HOURS</u></p> <p>NORMAL WORKING HOURS (Excluding Saturdays/Sundays/Holidays)</p> <p>For the purpose of container delivery or receipt, the normal work hours are subject to the sole discretion of TERMINAL OPERATOR</p> <p>CHARGES APPLICABLE ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS AND AT TIMES OTHER THAN REGULAR WORKING TIME</p> <p>When services are requested or required on Saturdays, Sundays or Legal Holidays, or at hours other than Normal Working Hours, the loading and/or unloading charges applicable to such operations shall be applied, plus associated minimum guarantee and/or overtime related costs, which are to be quoted on a case-by-case basis.</p> <p><u>CREDIT PRIVILEGES</u></p> <p>Credit privileges and terms of credit are to be determined the TERMINAL OPERATOR.</p> |

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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%.

CHARGES

CONTAINER CHARGES

FREE TIME (4 business days)

After free time expires following rates will apply.

DAY 5 - 15

20' Containers

\$ 24.20 per day per container

40' Containers

\$ 48.40 per day per container

45' Containers

\$ 55.00 per day per container

BEYOND DAY 15

20' Containers

\$ 48.40 per day per container

40' Containers

\$ 96.80 per day per container

45' Containers

\$110.00 per day per container

DEMURRAGE RATE

Chassis demurrage per 24-hour period **\$28.47**

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.

Container demurrage will not be applicable on Saturdays, Sundays, Holidays, or any other day the terminal is declared as closed.

LIFT CHARGE

| | |
|---|--------------------------------|
| The first lift of a container to, or from, the railcar | \$105.00 |
| Supplemental lifts, billed to Line requesting lift by TERMINAL OPERATOR | \$118.95 each lift |
| Miscellaneous or Additional Container Handling | \$118.95 each container |
| For non-containerized lifts, please contact the TERMINAL OPERATOR | |

INSPECTION

Containers requested to be inspected by any Governmental agency will be assessed a charge of **\$142.32** billed to the appropriate line.

PLACARDING

Affixing and/or removal of placards to/from container where required, the TERMINAL OPERATOR will charge a

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| | <p>fee of \$37.58 per each placard. To be billed to the appropriate line.</p> <p><u>SEALS</u> When requested by the line a seal will be affixed and recorded for a charge of \$28.47 per seal</p> |
| (REG) | <p>31-215</p> <p><u>JURISDICTION</u></p> <p>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.</p> |
| (REG) | <p>31-220</p> <p><u>LIABILITY</u></p> <p>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.</p> |
| (REG) | <p>31-225</p> <p><u>LOITERING</u></p> <p>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.</p> |
| (DEF) | <p>31-230</p> <p><u>MILITARY CARGO</u></p> <p>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.</p> |
| (CHG) () | <p>31-235</p> <p><u>MINIMUM CHARGE</u></p> |

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| | Minimum charge for a single invoice or for each service rendered will be \$114.15 . For minimum charge on equipment rental, see rule 31-140 . | | | | | | | | |
|----------------------------|--|------|------------------------------|-----------------------|----------|----------------------------|----------|-----------------|----------|
| (CHG) () | 31-240 <u>MISCELLANEOUS SERVICES</u> 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 31-140 for charges. | | | | | | | | |
| (REG) | 31-245 <u>NO SMOKING</u> 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 <u>OPEN STORAGE AND/OR PARKING</u> 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 <u>OVERFLOW LAND RENTAL</u> This item is subject to applicable Florida state sales tax. Subject to availability and other JAXPORT customer commitments, port users may lease overflow acreage as indicated below at the discretion of the Chief Operating Officer. <div style="text-align: center; margin: 10px 0;"> <table border="1"> <thead> <tr> <th>Type</th><th>Per Calendar Month, Per Acre</th></tr> </thead> <tbody> <tr> <td>Improved Land (Paved)</td><td>4,000.00</td></tr> <tr> <td>Semi-Improved Land (Stone)</td><td>3,500.00</td></tr> <tr> <td>Unimproved Land</td><td>3,000.00</td></tr> </tbody> </table> </div> Land rental is subject to a minimum charge of 1-acre per Calendar Month . See rule 31-455 for warehouse and office space rental charges. <u>General Environmental Obligations</u> Port users who utilize overflow land must maintain the premises in compliance with any applicable environmental law and be responsible for making any notification or report required to be made under such law concerning the premises to the designated governmental authority. The port user will expeditiously cure, at its expense and to the satisfaction of the Jacksonville Port Authority, any material violation of applicable environmental law at its sole | Type | Per Calendar Month, Per Acre | Improved Land (Paved) | 4,000.00 | Semi-Improved Land (Stone) | 3,500.00 | Unimproved Land | 3,000.00 |
| Type | Per Calendar Month, Per Acre | | | | | | | | |
| Improved Land (Paved) | 4,000.00 | | | | | | | | |
| Semi-Improved Land (Stone) | 3,500.00 | | | | | | | | |
| Unimproved Land | 3,000.00 | | | | | | | | |

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| | <p>cost and expense to the extent such violation is attributable to events or conditions that arose from the user's operations on the premises.</p> <p>The Jacksonville Port Authority reserves the right and may, during normal business hours on business days and upon reasonable notice or at any time without notice in case of an emergency enter upon the premises for the purpose of determining the land user's compliance with the provisions of the overflow agreement relating to environmental matters.</p> |
| (DEF) | <p>31-260</p> <p><u>OVERTIME CHARGES</u></p> <p>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 31-310). 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.</p> |
| (CHG) () | <p>31-265</p> <p><u>PARKING, CRUISE TERMINAL</u></p> <p>Passenger vehicles parked at JAXPORT Cruise Terminal will be assigned parking space as designated by Terminal Operator. Parking will be assessed a rate of \$17.00 per vehicle, per day, except as otherwise stated herein. Recreational vehicles, or vehicles occupying two parking spaces will be charged \$34.00 per vehicle, per day. Non-Cruise Passenger vehicles parked at JAXPORT Cruise Terminal will be charged \$3.00 per day for short term parking.</p> |
| (CHG) () | <p>31-270</p> <p><u>PENALTY CHARGES</u></p> <ol style="list-style-type: none"> 1. Failure to comply with an order to vacate (rule 31-435) 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 31-435) will result in a penalty charge assessed to the rail operator of \$5,000.00 per railcar per hour for each hour of non-compliance. 3. Failure to provide billing information as stipulated in (rule 31-025) will result in a penalty charge of \$50.00 per business day, per vessel. 4. Failure to request the use of cranes or other cargo handling equipment, or modify previously submitted request, by the 1:30 p.m. deadline as stipulated in (rule 31-155) will result in a penalty charge of \$2,000.00 per change request if JAXPORT is able to accommodate the requested change. 5. Any reported Security Breach violation on an offending port user will result in a penalty charge of \$2,000.00. In the event JAXPORT is subject to a monetary penalty as a result of any Security Breach violation on an offending port user, JAXPORT will seek reimbursement in the full amount of the levied penalty, in addition to imposing the penalty fee stated above. All users of JAXPORT facilities are required to follow governmental regulations as stipulated in (rule 31-290). |
| (REG) | <p>31-275</p> |

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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.

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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:

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| All Commercial Traffic | 10.00 |
| Coach/Full-Size Bus (26 or more passengers) | 50.00 |
| Franchised Taxi Company | 3.00 |
| Transportation Networking Companies | 3.00 |

PREFERENTIAL PARKING FEE:

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| Cruise Vessel (per call) at JAXPORT's sole discretion | 200.00 |
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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 un-cleared international luggage being unloaded from cruise vessels.

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| (CHG) () | <p>31-285</p> <p><u>POINT OF REST</u></p> <p>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.</p> <p>POINT OF REST RATE:</p> <table><tr><td>Day 1 - Day 5: (per acre/per day)</td><td>403.14</td></tr></table> <p>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.</p> | Day 1 - Day 5: (per acre/per day) | 403.14 |
| Day 1 - Day 5: (per acre/per day) | 403.14 | | |
| (REG) () | <p>31-287</p> <p><u>POSTING OF FINANCIAL SECURITY</u></p> <p>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.</p> <p>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).</p> <p>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.</p> | | |
| (REG) | <p>31-290</p> <p><u>REGULATIONS, FEDERAL MUNICIPAL, STATE, JAXPORT</u></p> <p>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</p> | | |

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| | <p>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 causing said party to perform any preventive or protective action will, upon such direction immediately notify the Authority, via the Security Operations Center 24/7 at 904-357-3360 without delay.</p> |
| (DEF) | <p>31-295</p> <p><u>RE-STOWS</u></p> <p>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.</p> |
| (REG) | <p>31-300</p> <p><u>ROADWAY OBSTRUCTION</u></p> <p>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.</p> |
| (REG) | <p>31-305</p> <p><u>SAFETY / SECURITY INCIDENT REPORTING</u></p> <p>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.</p> |
| (REG) | <p>31-310</p> <p><u>SCHEDULE OF HOLIDAYS</u></p> <p>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.</p> |

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|-------|---|
| | <ul style="list-style-type: none">• 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 <p>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.</p> |
| (REG) | <p>31-315</p> <p><u>SEAFARERS ACCESS</u></p> <p>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.</p> <p>Seafarers Access</p> <p>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)</p> <p>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:</p> <ul style="list-style-type: none">• 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. |

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| | 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 <u>SECURITY OF CARGO</u> 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 <u>SECURITY FEES</u> <table><tr><th>Vessel Type</th><th>Charge</th></tr><tr><td>Container vessels (see note), loaded to or discharged from vessel, empty or loaded, per container or unit:</td><td>9.00</td></tr><tr><td>All other vessels per linear foot based on vessel LOA (length overall):</td><td>4.50</td></tr></table> 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; flattrack trailers; refrigerated trailers; dry containers; open top containers; flattrack 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. | Vessel Type | Charge | Container vessels (see note), loaded to or discharged from vessel, empty or loaded, per container or unit: | 9.00 | All other vessels per linear foot based on vessel LOA (length overall): | 4.50 |
| Vessel Type | Charge | | | | | | |
| Container vessels (see note), loaded to or discharged from vessel, empty or loaded, per container or unit: | 9.00 | | | | | | |
| All other vessels per linear foot based on vessel LOA (length overall): | 4.50 | | | | | | |
| (DEF) | 31-330 <u>SECURITY FEES</u> Fees charged to vessel owner, agent, or terminal operator to offset JAXPORT cost of compliance with Federal, State and Local security regulations and laws (rule 31-290). Fees will be assessed against every vessel using JAXPORT terminal facilities. This is a minimum charge. JAXPORT reserves the right to assess additional security charges to other port users, including but not limited to security badges, 33 CFR Part 105.215 Training, access control, use of JAXPORT security resources, etc. See rule 31-325 for security fee charge. | | | | | | |
| (REG) | 31-335 <u>SECURITY FIRMS</u> Contract Security Firms which provide services on JAXPORT must provide evidence of compliance with applicable State and Federal Law related to seaport security. All security officers used on the port must be Florida State licensed and receive the training required by the Maritime Transportation Security Act. <u>Armed security</u> on JAXPORT property is prohibited without the written consent of the JAXPORT Director of Public Safety. 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 agent at Tariff rate. | | | | | | |

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| (CHG) () | <p>31-340</p> <p><u>SECURITY SERVICES</u></p> <p>When required, security services will be billed by JAXPORT at established tariff rate. Security cancellations will be billed the four-hour minimum unless cancelled 24 hours prior to operational period.</p> <p>During holidays, no notice requests for services, and special events overtime rates may apply to services.</p> <p>Rental of Security/Safety Boat requires JAXPORT Public Safety Vessel operator and or crew member as determined necessary. Cost for additional crew member will be at established JAXPORT Tariff rate.</p> <table border="1" data-bbox="428 653 1344 1310"> <thead> <tr> <th>Type</th><th>Per Hour Charge</th></tr> </thead> <tbody> <tr> <td colspan="2">OFFICER RATES PER HOUR</td></tr> <tr> <td>Contract Security Officer</td><td>30.63</td></tr> <tr> <td>Contract Security Officer with Vehicle</td><td>42.92</td></tr> <tr> <td>Public Safety Compliance Officer with Vehicle</td><td>63.45</td></tr> <tr> <td>Law Enforcement Officer</td><td>80.79</td></tr> <tr> <td>Law Enforcement Supervisor</td><td>98.98</td></tr> <tr> <td>Law Enforcement Emergency / Short Notice</td><td>127.06</td></tr> <tr> <td colspan="2">OFFICER OVERTIME RATES PER HOUR</td></tr> <tr> <td>Contract Security Officer at OT Rate</td><td>45.96</td></tr> <tr> <td>Contract Security Officer at OT Rate with Vehicle</td><td>58.24</td></tr> <tr> <td>Public Safety Compliance Officer</td><td>91.82</td></tr> <tr> <td>Law Enforcement Officer OT Rate</td><td>113.02</td></tr> <tr> <td>Law Enforcement Supervisor OT Rate</td><td>144.61</td></tr> <tr> <td colspan="2">PUBLIC SAFETY EQUIPMENT (When available)</td></tr> <tr> <td>Light Cart / Generator (Per Day)</td><td>140.00</td></tr> <tr> <td>Security / Safety Vessel with Operator (Per Hour)</td><td>151.50</td></tr> <tr> <td>Mobile Command Vehicle (Per Hour)</td><td>121.22</td></tr> <tr> <td>Mobile Security Booth & Generator (Per Day)</td><td>225.00</td></tr> <tr> <td>Variable Message Sign (Per Day)</td><td>225.00</td></tr> </tbody> </table> | Type | Per Hour Charge | OFFICER RATES PER HOUR | | Contract Security Officer | 30.63 | Contract Security Officer with Vehicle | 42.92 | Public Safety Compliance Officer with Vehicle | 63.45 | Law Enforcement Officer | 80.79 | Law Enforcement Supervisor | 98.98 | Law Enforcement Emergency / Short Notice | 127.06 | OFFICER OVERTIME RATES PER HOUR | | Contract Security Officer at OT Rate | 45.96 | Contract Security Officer at OT Rate with Vehicle | 58.24 | Public Safety Compliance Officer | 91.82 | Law Enforcement Officer OT Rate | 113.02 | Law Enforcement Supervisor OT Rate | 144.61 | PUBLIC SAFETY EQUIPMENT (When available) | | Light Cart / Generator (Per Day) | 140.00 | Security / Safety Vessel with Operator (Per Hour) | 151.50 | Mobile Command Vehicle (Per Hour) | 121.22 | Mobile Security Booth & Generator (Per Day) | 225.00 | Variable Message Sign (Per Day) | 225.00 |
|---|--|------|-----------------|-------------------------------|--|---------------------------|-------|--|-------|---|-------|-------------------------|-------|----------------------------|-------|--|--------|--|--|--------------------------------------|-------|---|-------|----------------------------------|-------|---------------------------------|--------|------------------------------------|--------|---|--|----------------------------------|--------|---|--------|-----------------------------------|--------|---|--------|---------------------------------|--------|
| Type | Per Hour Charge | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OFFICER RATES PER HOUR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contract Security Officer | 30.63 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contract Security Officer with Vehicle | 42.92 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Public Safety Compliance Officer with Vehicle | 63.45 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Law Enforcement Officer | 80.79 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Law Enforcement Supervisor | 98.98 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Law Enforcement Emergency / Short Notice | 127.06 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OFFICER OVERTIME RATES PER HOUR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contract Security Officer at OT Rate | 45.96 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contract Security Officer at OT Rate with Vehicle | 58.24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Public Safety Compliance Officer | 91.82 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Law Enforcement Officer OT Rate | 113.02 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Law Enforcement Supervisor OT Rate | 144.61 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PUBLIC SAFETY EQUIPMENT (When available) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Light Cart / Generator (Per Day) | 140.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Security / Safety Vessel with Operator (Per Hour) | 151.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mobile Command Vehicle (Per Hour) | 121.22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mobile Security Booth & Generator (Per Day) | 225.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Variable Message Sign (Per Day) | 225.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (DEF) | <p>31-345</p> <p><u>SECURITY AND SAFETY VIOLATIONS</u></p> <p>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.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (REG) | <p>31-350</p> <p><u>SOLICITATION</u></p> <p>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.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (REG) | <p>31-355</p> <p><u>SPACE ALLOCATION</u></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | <p>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.</p> |
| (REG) | <p>31-360</p> <p><u>STEVEDORE GEAR ATTACHED TO CRANES</u></p> <p>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.</p> |
| (DEF) | <p>31-365</p> <p><u>STORAGE</u></p> <p>The service of providing warehouse or other terminal facilities for the storing of inbound or outbound cargo (see rule 31-255).</p> |
| (REG) () | <p>31-367</p> <p><u>STORM BERTHING</u></p> <p>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:</p> <p><u>Dockage Fee:</u></p> <p>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:</p> <ul style="list-style-type: none">• 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 one hundred thousand dollars (\$100,000.00) for each berthing event. <p><u>Mooring Plan:</u></p> <p>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:</p> <ul style="list-style-type: none">• 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. <p><u>Indemnification/Hold Harmless</u></p> <p>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.</p> <p>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.</p> |

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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. Workers Compensation/Employers Liability:

- Part I State Statutory Requirement
- Part II Each Accident \$1,000,000
Disease-Policy Limit \$1,000,000
Disease-Each Employee \$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. Commercial General Liability, Marine General Liability, Terminal Operator's/Stevedore's Liability:

- 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. Comprehensive Automobile Liability: Coverage shall include all owned, non-owned or hired automobiles.
Combined Single Limit of Liability \$10,000,000

4. Hull & Machinery Insurance/All Risk: 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. Pollution Legal Liability: \$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. Protection & Indemnity Liability: 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. Umbrella/Excess Liability/Bumbershoot Liability Insurance:

- \$50,000,000 excess of the required CGL (including Marine General Liability, Terminal Operators and Stevedore's Liability) and Auto policies.

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| | <ul style="list-style-type: none">• \$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. <p>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.</p> <p>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.</p> <p>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.</p> <p><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.</p> <p>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.</p> <p><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.</p> <p><u>Exitting:</u> As soon as reasonably safe to do so after passage of the storm conditions, JAXPORT and the vessel company shall visually inspect the berth and surrounding areas for any damage that may be chargeable to the vessel company 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 Port opens the channel unless agreed to by JAXPORT.</p> |
| (CHG) () | 31-370 <u>SWEEPING TENANT FACILITIES</u> The Jacksonville Port Authority will sweep facilities of lessees of the Port upon request of such lessees and will assess a charge of \$157.88 per hour regular time or \$234.46 per hour overtime, whichever is applicable. This rate includes the use of a power sweeper and the services of an operator subject to a minimum charge for two hours service. After minimum service charge has accrued, additional consecutive time, excluding meal hour, will be assessed to the nearest quarter hour. |
| (REG) | 31-375 <u>TARIFF INTERPRETATION</u> The Jacksonville Port Authority shall have the sole authority to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this tariff and any re-issue thereof. |

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| (REG) | <p>31-380</p> <p><u>TAXES</u></p> <p>This tariff is subject to applicable taxes in addition to charges published herein.</p> |
| (REG) | <p>31-385</p> <p><u>TERMINAL OPERATORS AUTHORIZED BY JAXPORT</u></p> <p>The following terminal operators are authorized by JAXPORT to operate their own terminal facilities, in accordance with individual lease agreements and all other rules, regulations, obligations, terms and conditions contained in this tariff and its reissue and all applicable Federal, State and Local regulations (see rule 31-225). 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 electronic format on its own website, in accordance with Federal Maritime Commission rules, or make arrangements with JAXPORT to publish Terminal Operator's tariff on JAXPORT's website. In all cases, terminal operators are responsible for updating their own terminal tariff charges, duly noticed 30 days in advance of effective date, as required by the Federal Maritime Commission.</p> <p>A. BLOUNT ISLAND MARINE TERMINAL</p> <ul style="list-style-type: none">▪ <i>APS Stevedoring LLC</i> 904-449-3074 www.apsstevedoring.com▪ <i>Horizon Terminal Services</i> 904-479-3194 horizonterminals.com▪ <i>Portus Stevedoring LLC</i> 904-757-1170 www.portus-us.com▪ <i>SSA</i> 904-696-7666 www.ssamarine.com <p>B. TALLEYRAND MARINE TERMINAL</p> <ul style="list-style-type: none">▪ <i>Seaonus Stevedoring</i> 904-355-6669 www.seaonus.com▪ <i>Gulf Terminals International, Inc. (GTI)</i> 904-696-8900 gtijaxfl@gmail.com▪ <i>Crowley</i> 904-727-2265 www.crowley.com▪ <i>BWC Terminals</i> 904-356-3311 www.westwayterminals.com |

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| | C. DAMES POINT MARINE TERMINAL <ul style="list-style-type: none"> ▪ SSA 904-696-7666 www.ssamarine.com | | | | | | |
|---|---|-----------|---------|-----------------------------|------|---|------|
| (CHG) () | 31-390 <u>TERMINAL USE</u> Stevedores loading or discharging cargoes at JAXPORT facilities operated by parties to this tariff will be assessed a terminal use charge. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Commodity</th><th>Charge*</th></tr> </thead> <tbody> <tr> <td>All cargo except Heavy Lift</td><td>0.76</td></tr> <tr> <td>Heavy Lift (as defined in Rule 31-190)</td><td>3.31</td></tr> </tbody> </table> <p>*Charge per 2,000 pound short ton except as indicated</p> | Commodity | Charge* | All cargo except Heavy Lift | 0.76 | Heavy Lift (as defined in Rule 31-190) | 3.31 |
| Commodity | Charge* | | | | | | |
| All cargo except Heavy Lift | 0.76 | | | | | | |
| Heavy Lift (as defined in Rule 31-190) | 3.31 | | | | | | |
| (DEF) | 31-395 <u>TERMINAL USE</u> 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 34-385). This charge is for the use of the facilities provided. All necessary clean-up is the responsibility of the stevedore. See rule 31-390 for terminal use charges. | | | | | | |
| (REG) | 31-400 <u>TRAFFIC CONTROL</u> 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 <u>TRAFFIC ENFORCEMENT</u> 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 <u>TRANS-SHIPMENT CARGO</u> Defined as cargo discharged from one vessel and re-loaded to a different vessel. | | | | | | |

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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.

All authorized Third Party TWIC Escorts conducting cargo escorts of Non-Transportation Worker Identification Credentialed person(s) must meet the insurance requirements listed in Tariff 31-205.

| TWIC Escort Service for Non-TWIC Holders | Charge |
|---|---|
| Escort Mon.-Fri. 7:00 a.m. until 6:00 p.m. | |
| Private owned registered vehicle | \$85.00 |
| Commercial Carriers | \$200.00 |
| 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 – | |
| Mon.-Fri. 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 block |
| High Visibility Personal Protective Vest Required per Tariff 31-275 | \$10.00 per vest |

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| | <p>*Note: To establish company invoicing contact: Access Control Center at twicescort@jaxport.com 904-357-3344 during normal business hours (Monday - Friday 7:30 a.m. - 4:30 p.m.)</p> <p>PAYMENT TYPES: Monday thru Friday - 7:00 a.m. - 6:00 p.m.</p> <ul style="list-style-type: none"> • Cashier's Check / Money Order • Credit Card / Debit Card <p>After Hours - 6:00 p.m. - 7:00 a.m. weekends, holidays</p> <ul style="list-style-type: none"> • Cashier's Check / Money Order |
| (DEF) | <p>31-420</p> <p><u>UNITIZED CARGO</u></p> <p>Unitized cargo is defined as units of cargo unitized or palletized and/or securely strapped or banded together as one unit permitting all handling of said cargo by mechanical equipment.</p> |
| (REG) | <p>31-425</p> <p><u>VEHICLES ON FACILITIES</u></p> <p>It shall be prohibited for the owner or the driver of any automobile, truck, trailer or other vehicle, to allow same to remain parked on any wharf, apron or on the inside of any wharf, transit shed or warehouse, or any roadway on the Port facilities, for a longer period than is necessary to load or unload its cargo or its passengers. All parking will occur in designated areas only. Any vehicle in violation of this tariff item may be towed away and stored at the owner's expense. The Jacksonville Port Authority shall assume no responsibility for charges or damages for removal and/or storage.</p> <p>Vehicle drivers will comply with all signage, traffic signals, traffic control officers, and Florida State Motor Vehicle Laws. Failure to comply may result in loss of driving privileges on JAXPORT property and or other associated administrative penalties.</p> <p>No truck drivers or drivers with permitted oversize or specialty loads will be allowed to park and sleep over night in JAXPORT Restricted Access Areas. Overnight parking of trucks with oversized or specialty cargos on tenant property may be allowed by the tenant but must make notification to the Security Operations Center at (904) 357-3360. Parking of drivers with permitted oversize or specialty loads (only) may be allowed to park outside of restricted access areas with notification and permission of the on call Public Safety Manager.</p> <p>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.</p> |
| (DEF) | <p>31-430</p> <p><u>VESSEL DEFINITION</u></p> <p>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).</p> |
| (REG) () | <p>31-435</p> |

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| | <p><u>VESSEL / RAIL TO VACATE</u></p> <p>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:</p> <ul style="list-style-type: none">• 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 31-475);• 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. <p>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 31-015). Refusal to vacate may result in denial of future berthing privileges at JAXPORT facilities. For penalty charges, see rule 31-270.</p> |
| (DEF) | <p>31-440</p> <p><u>VOLUME RATES</u></p> <p>Defined as volume tonnage based on a given 12-month period.</p> |
| (CHG) () | <p>31-445</p> <p><u>WAREHOUSE/OFFICE SPACE RENTAL</u></p> <p>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 \$13.28 per square foot annually, with a minimum charge of \$830.83 per calendar month rental or fraction thereof. Subject to availability, tenants may lease overflow/temporary office space on a short term basis at \$25.50 per square foot annually, with a minimum charge of \$830.83 per calendar month rental or fraction thereof.</p> |
| (CHG) () | <p>31-450</p> <p><u>WATER, PROVISION OF</u></p> |

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| | When requested, fresh water will be furnished to vessels during regular hours (see rule 31-310) at a charge of \$4.99 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. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---------------|---------|-----------|-------------------------------------|------|----------|------------------------------|-------|----------|---|------|---------|--|------|---------|----------------|------|---------|-------------------|------|---------|----------------------------------|------|---------|---|------|---------|--|------|---------|------------------|-------|----------|---|------|---------|---|-------|---------|-----------|------|----------|---|-------|---------|---|-------|---------------|------------|--------|---------------------------------------|-------|---|-------|---|-------|---|-------|---|--------|-------------------------------------|------|
| (CHG) () | <div><div>31-455</div><div>WHARFAGE</div><table><thead><tr><th>Commodity</th><th>Charge*</th><th>Rate Type</th></tr></thead><tbody><tr><td>Automobiles, new manufactured lots,</td><td>6.68</td><td>Per unit</td></tr><tr><td>Automobiles, other than new,</td><td>11.58</td><td>Per unit</td></tr><tr><td>Breakbulk Cargo (vessels 500 linear feet or less) not otherwise stated, except heavy lift</td><td>4.15</td><td>Per S/T</td></tr><tr><td>Breakbulk Cargo (vessels over 500 linear feet) not otherwise stated, except heavy lift</td><td>5.81</td><td>Per S/T</td></tr><tr><td>Dry Bulk Cargo</td><td>3.31</td><td>Per S/T</td></tr><tr><td>Liquid Bulk Cargo</td><td>2.48</td><td>Per S/T</td></tr><tr><td>Bulk Cargo, not otherwise stated</td><td>3.31</td><td>Per S/T</td></tr><tr><td>Container Cargo (Vessels 500 Linear Feet or Less)</td><td>4.05</td><td>Per S/T</td></tr><tr><td>Container Cargo (Vessels over 500 linear Feet)</td><td>5.81</td><td>Per S/T</td></tr><tr><td>Empty containers</td><td>24.94</td><td>Per Unit</td></tr><tr><td>Heavy Lift (as defined in rule 31-190) Over 100,000 pounds but less than 300,000 pounds</td><td>9.98</td><td>Per S/T</td></tr><tr><td>Heavy Lift (as defined in rule 31-190) Over 300,000 pounds, plus JAXPORT project engineering cost if applicable</td><td>12.37</td><td>Per S/T</td></tr><tr><td>Livestock</td><td>4.95</td><td>Per unit</td></tr><tr><td>Other mobile units (wheeled/tracked), and/or accessories, except heavy lift cargo</td><td>11.32</td><td>Per S/T</td></tr><tr><td>Passengers embarking, disembarking, or on board vessel at arrival</td><td>12.24</td><td>Per passenger</td></tr></tbody></table><div>*Charge per 2,000 pound ton except as indicated<table><thead><tr><th>Watercraft</th><th>Charge</th></tr></thead><tbody><tr><td>Not exceeding 16' in length, per boat</td><td>33.22</td></tr><tr><td>Over 16' but not over 24' in length, per boat</td><td>41.54</td></tr><tr><td>Over 24' but not over 28' in length, per boat</td><td>49.86</td></tr><tr><td>Over 28' but not over 35' in length, per boat</td><td>66.49</td></tr><tr><td>Over 35' but not over 60' in length, per boat</td><td>124.64</td></tr><tr><td>Over 60' in length, per linear foot</td><td>4.15</td></tr></tbody></table><div>Note: JAXPORT will strictly prohibit any movement of coal ash by new JAXPORT tenants</div></div></div> | Commodity | Charge* | Rate Type | Automobiles, new manufactured lots, | 6.68 | Per unit | Automobiles, other than new, | 11.58 | Per unit | Breakbulk Cargo (vessels 500 linear feet or less) not otherwise stated, except heavy lift | 4.15 | Per S/T | Breakbulk Cargo (vessels over 500 linear feet) not otherwise stated, except heavy lift | 5.81 | Per S/T | Dry Bulk Cargo | 3.31 | Per S/T | Liquid Bulk Cargo | 2.48 | Per S/T | Bulk Cargo, not otherwise stated | 3.31 | Per S/T | Container Cargo (Vessels 500 Linear Feet or Less) | 4.05 | Per S/T | Container Cargo (Vessels over 500 linear Feet) | 5.81 | Per S/T | Empty containers | 24.94 | Per Unit | Heavy Lift (as defined in rule 31-190) Over 100,000 pounds but less than 300,000 pounds | 9.98 | Per S/T | Heavy Lift (as defined in rule 31-190) Over 300,000 pounds, plus JAXPORT project engineering cost if applicable | 12.37 | Per S/T | Livestock | 4.95 | Per unit | Other mobile units (wheeled/tracked), and/or accessories, except heavy lift cargo | 11.32 | Per S/T | Passengers embarking, disembarking, or on board vessel at arrival | 12.24 | Per passenger | Watercraft | Charge | Not exceeding 16' in length, per boat | 33.22 | Over 16' but not over 24' in length, per boat | 41.54 | Over 24' but not over 28' in length, per boat | 49.86 | Over 28' but not over 35' in length, per boat | 66.49 | Over 35' but not over 60' in length, per boat | 124.64 | Over 60' in length, per linear foot | 4.15 |
| Commodity | Charge* | Rate Type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Automobiles, new manufactured lots, | 6.68 | Per unit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Automobiles, other than new, | 11.58 | Per unit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Breakbulk Cargo (vessels 500 linear feet or less) not otherwise stated, except heavy lift | 4.15 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Breakbulk Cargo (vessels over 500 linear feet) not otherwise stated, except heavy lift | 5.81 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dry Bulk Cargo | 3.31 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Liquid Bulk Cargo | 2.48 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bulk Cargo, not otherwise stated | 3.31 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Container Cargo (Vessels 500 Linear Feet or Less) | 4.05 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Container Cargo (Vessels over 500 linear Feet) | 5.81 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Empty containers | 24.94 | Per Unit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Heavy Lift (as defined in rule 31-190) Over 100,000 pounds but less than 300,000 pounds | 9.98 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Heavy Lift (as defined in rule 31-190) Over 300,000 pounds, plus JAXPORT project engineering cost if applicable | 12.37 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Livestock | 4.95 | Per unit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other mobile units (wheeled/tracked), and/or accessories, except heavy lift cargo | 11.32 | Per S/T | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Passengers embarking, disembarking, or on board vessel at arrival | 12.24 | Per passenger | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Watercraft | Charge | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Not exceeding 16' in length, per boat | 33.22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Over 16' but not over 24' in length, per boat | 41.54 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Over 24' but not over 28' in length, per boat | 49.86 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Over 28' but not over 35' in length, per boat | 66.49 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Over 35' but not over 60' in length, per boat | 124.64 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Over 60' in length, per linear foot | 4.15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (DEF) | <div><div>31-460</div><div>WHARFAGE, CONTAINERS</div><div>A charge for use of wharves assessed on the weight of the contents of the container. A wharfage charge will be assessed on empty containers handled on or off the vessel. See rule 31-455.</div></div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (REG) | <div><div>31-465</div><div>WHARF OBSTUCTION</div><div>Stevedore's tools, appliances and equipment, vehicles, or any other material or object which is not part of the cargo will not be permitted to remain or be stored on the aprons wharves, wharf premises, driveways, roadways,</div></div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | or other locations that would hamper normal Port operations without approval. If it be ordered removed and is not removed, such material will be removed and stored at cost plus 30%. |
| (DEF) () | <p>31-470</p> <p><u>WHARFAGE</u></p> <p>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 31-455.</p> <p>Transshipped cargo will be assessed Wharfage on both the inbound vessel, as well as the outbound vessel</p> <p>A Wharfage fee will be also be accessed on nonwaterborne cargo. Nonwaterborne cargo is cargo that arrives or is received by any transportation method other than waterborne transportation (via truck or rail) and placed in or on JAXPORT-owned land or facilities and departs or is delivered from JAXPORT by any transportation method other than waterborne transportation (via truck or rail). Nonwaterborne cargo will be considered to have earned Wharfage for purposes of billing at the applicable Wharfage rate by cargo type, see rule 31-455.</p> |
| (REG) | <p>31-475</p> <p><u>WORK TO COMPLETION REQUIREMENT</u></p> <p>Any vessel which is accepted for berthing at JAXPORT facilities may be required to work continuously to <u>earliest 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 31-435) 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 31-435).</p> |

****END OF TARIFF #2024_D****