

# **Port of Houston Authority**

## **Tariff No. 14**

**January 1, 2010**

***Rates, Rules, and Regulations  
Governing the  
Fentress Bracewell Barbours Cut  
Container Terminal***

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**Note: The definitions included in Section One will also apply to Port of Houston Tariffs Nos. 8, 15, & 18 unless specifically described differently in those tariffs.**

<b>SUBRULE NO. 001</b>	<b>Original</b>
<u>Agent or Vessel Agent</u>	Any party who acts on behalf of another party, including but not limited to, the party who submits the application to the PHA for a Vessel's berth.
<b>SUBRULE NO. 002</b>	<b>Original</b>
<u>Baplie</u>	An electronic data message used to transmit information about cargo on a Vessel, including all occupied places on board the Vessel, between transportation entities such as agents, ship masters, and marine terminal operators.
<b>SUBRULE NO. 003 Reserved</b>	<b>Original</b>
<b>SUBRULE NO. 004</b>	<b>Original</b>
<u>Berth</u>	The water area at the edge of a wharf, including mooring facilities, used by a Vessel while docked.
<b>SUBRULE NO. 005</b>	<b>Original</b>
<u>Bonded Storage</u>	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs.
<b>SUBRULE NO. 006</b>	<b>Original</b>
<u>Checking</u>	The service of counting and checking cargo against appropriate documents for the account of the cargo or the Vessel, or other person requesting same.
<b>SUBRULE NO. 007</b>	<b>Original</b>
<u>Container</u>	A standard (I.S.O.) seagoing container 20 feet in length or over.
<b>SUBRULE NO. 008</b>	<b>Original</b>
<u>Container Freight Station</u>	The facility where stuffing and/or stripping of containers is performed as well as loading and/or unloading rail cars and trucks.
<b>SUBRULE NO. 009</b>	<b>Original</b>
<u>Day</u>	A consecutive 24-hour period or fraction thereof.
<b>SUBRULE NO. 010</b>	<b>Original</b>
<u>Dockage</u>	A charge assessed against a Vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a Vessel so berthed.
<b>SUBRULE NO. 011</b>	<b>Original</b>
<u>Free Time</u>	The specified period during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the Vessel.

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**SUBRULE NO. 012** **Original**

Gross Registered Tonnage Tonnage of the Vessel as shown in Lloyd's Register of Shipping; however, the Port Authority reserves the right to admeasure any Vessel where deemed necessary, and use such measurement as the basis of the charge.

**SUBRULE NO. 013** **Original**

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

**SUBRULE NO. 014** **Original**

Holidays As applied within this tariff, the term "holidays" includes the following named days.

New Year's Day  
Martin Luther King's Birthday  
Presidents Day (3rd. Monday-Feb)  
Texas Independence Day  
Good Friday  
Memorial Day  
Emancipation Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Holidays falling on Sunday will be observed the following Monday.

**SUBRULE NO. 015** **Original**

Individual Steamship Line An individual steamship line has all of the following attributes: (a) It operates through one agency in the Port of Houston; (b) it has one billing address; (c) it has controlling ownership of cargo volumes said to qualify for discounts; (d) it has a unified administration and management, and (e) it is not created through slot charters, joint services or Vessel sharing agreements.

**SUBRULE NO. 016** **Original**

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

**SUBRULE NO. 017** **Original**

Loading & Unloading The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

**SUBRULE NO. 018** **Original**

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

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<b>SUBRULE NO. 019</b>	<b>Original</b>
<u>Overtime</u>	Work performed on Holidays and during any hours other than straight time hours of 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. on Monday through Friday.
<b>SUBRULE NO. 020</b>	<b>Original</b>
<u>Pallet</u>	The term "pallet" when applicable in this tariff in connection with unit loads, means expendable pallets constructed in such a manner to permit normal handling with fork-lift trucks and without damage to the cargo.
<b>SUBRULE NO. 021</b>	<b>Original</b>
<u>Point of Rest</u>	The areas of the terminal facility which are assigned for (1) the tender of delivery to the consignee of inbound cargo after delivery from the Vessel and (2) the receipt of outbound cargo from the shipper prior to loading on the Vessel.
<b>SUBRULE NO. 022</b>	<b>Original</b>
<u>Port of Houston Authority</u>	The Port of Houston Authority of Harris County, Texas is a political subdivision of the State of Texas and a body politic. The terms Port of Houston Authority, Port Authority, Port of Houston, PHA and Port are synonymous with the port of Houston Authority of Harris County, Texas. The Port is independent and not a part of the government of Harris County, Texas or the City of Houston.
<b>SUBRULE NO. 023</b>	<b>Original</b>
<u>Ramp Point</u>	The term "Ramp Point" used in this tariff refers to the designated area within the Terminal where loaded or empty containers can be unloaded or loaded by the rail carriers or their agents from the rail flat-car and accomplish physical exchange with the railroad on the one hand and the steamship line or his authorized agent on the other.
<b>SUBRULE NO. 024</b>	<b>Original</b>
<u>Rehandle</u>	Handling a container after its first point of rest, including, without limitation, transfers, swings, and fumigations.
<b>SUBRULE NO. 025</b>	<b>Original</b>
<u>Rubber Tired Gantry (RTG) Crane</u>	Common term name of wheel mounted yard crane equipment for use in loading and unloading containers to or from the point of rest in the Yard Park.
<b>SUBRULE NO. 026</b>	<b>Original</b>
<u>Shed and/or Wharf Use Hire</u>	A charge assessed against a Vessel for loading or discharging cargo, and utilizing either (1) a wharf shed or shed, and/or (2) the wharf for the assembly or distribution of 100 tons or more of such cargo.
<b>SUBRULE NO. 027</b>	<b>Original</b>
<u>Shipside</u>	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

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<b>SUBRULE NO. 028</b>	<b>Original</b>
<u>Straight Time</u>	Wage scale applicable to work performance during the hours:  8:00 AM to 12:00 Noon 1:00 PM to 5:00 PM  Except: Saturdays, Sundays and Holidays.
<b>SUBRULE NO. 029</b>	<b>Original</b>
<u>Swings</u>	The service of taking a container off a chassis and putting it onto another chassis.
<b>SUBRULE NO. 030</b>	<b>Original</b>
<u>Terminal Storage</u>	The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.
<b>SUBRULE NO. 031</b>	<b>Original</b>
<u>Throughput Charge</u>	The charge for services performed in connection with both export and import containers, including (for both) inspection and interchange of container and chassis, and for export containers, tender to point of rest (either grounded or on wheels), and subsequent placement to stevedore's chassis of grounded containers, and, for import containers, receipt of same from stevedore, removal from chassis to ground position, and subsequent rehandling to chassis.
<b>SUBRULE NO. 032</b>	<b>Original</b>
<u>Transshipped Cargo</u>	Cargo landed from a Vessel and reloaded on a Vessel without being removed from the wharves.
<b>SUBRULE NO. 033</b>	<b>Original</b>
<u>Ton</u>	A unit of weight of 2,000 pounds.
<b>SUBRULE NO. 034</b>	<b>Original</b>
<u>Traffic</u>	(1) INTRACOASTAL TRAFFIC: All traffic among or between interior points served by canals and rivers and such points or ports and any other point or port in the United States.  (2) COASTWISE TRAFFIC: All traffic between ports on the same coast.  (3) INTERCOASTAL TRAFFIC: All traffic between ports on different coasts.  (4) IMPORT TRAFFIC: All traffic moving from ports outside the Port of Houston to the Port of Houston.  (5) EXPORT TRAFFIC: All traffic moving from the Port of Houston to ports outside the Port of Houston.

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<b>SUBRULE NO. 035</b>		<b>Original</b>
<u>Unitized</u>	The term "unitized" when applicable in this tariff in connection with loading and unloading, means shipments of commodities, either pre-palletized, skidded, crated, boxed or conditioned to permit free access of fork-lift tines, so as not to require additional labor in handling.	
<b>SUBRULE NO. 036</b>		<b>Original</b>
<u>User</u>	A User of the facilities or waterways covered by this tariff shall include, without limitation (1) parties or entities such as any Vessel, rail carrier, lighter operator, trucker, shipper or consignee, freight handler, stevedore or other person owning or having custody of cargo moving over the facilities or waterways of the Port of Houston Authority, or who use or trespass upon any of the Port of Houston waterways, properties, facilities, or equipment, or to whom or for whom any service, work, or labor is furnished, performed, done or made available by or on the waterways, properties or facilities of the Port of Houston Authority and (2) the agents, servants, representatives, and/or employees of said parties.	
<b>SUBRULE NO. 037</b>		<b>Original</b>
<u>Vessel</u>	Every description of water craft or other artificial contrivance, whether self-propelled or non-self-propelled, used or capable of being used, as a means of transportation on water, and shall include in its meaning the owner, disponent owner, and/or charterer thereof.	
<b>SUBRULE NO. 038</b>		<b>Original</b>
<u>Waterways</u>	Those waterways subject to the jurisdiction of the Port of Houston Authority as currently defined in <a href="#">Subrule No. 053</a> of this Tariff No. 14.	
<b>SUBRULE NO. 039</b>		<b>Original</b>
<u>Wharf</u>	Any wharf, pier, quay, landing, or other stationary structure to which a Vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas along side of which Vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.	
<b>SUBRULE NO. 040</b>		<b>Original</b>
<u>Wharfage</u>	A charge assessed against the cargo or Vessel on all cargo passing or conveyed over, onto, or under wharves or between Vessels (to or from barge, lighter, or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.	
<b>SUBRULE NO. 041</b>		<b>Original</b>
<u>Wharf Crane</u>	Common term name of rail mounted crane equipment for use in loading and unloading operation of Vessel.	

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**SUBRULE NO. 042**

**Original**

Wharf Demurrage

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

**SUBRULE NO. 043**

**Original**

Yard Park

That portion of the terminal, also referred to as the "yard" or "park", set aside for the handling of loaded containers to or from the point of rest.

**SUBRULE NO. 044**

**Original**

Abbreviations

- ¢ - Cents
- \$ - Dollar
- % - Percent
- (A) - Addition
- (C) - Change in wording which results in neither increase nor reduction
- (I) - Increase
- (N) - New Item
- (R) - Reduction
- Cont'd - Continued
- Cu. Ft. - Cubic Feet
- cwt. - Hundred pound weight
- FMC - Federal Maritime Commission
- FTZ - Foreign Trade Zone
- GRT - Gross registered ton
- ISO - International Standardization Organization
- Lbs - Pounds
- LOA - Length-over-all
- MFB - Thousand board feet
- MT - Metric ton
- NOS - Not otherwise specified
- O/T - Other than
- \* - The rate, rule or regulation bearing this reference mark is published pursuant to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference.

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**PORT OF HOUSTON  
TARIFF NO. 14**

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**SUBRULE NO. 053 – Jurisdiction**

**Original**

The Port Commission of the Port of Houston Authority, hereinafter called Port Authority, has jurisdiction over and control of the use of the Houston Ship Channel from its beginning in Galveston Bay to the Turning Basin, at Houston, Texas, and all navigable streams tributary thereto in Harris County, Texas, hereinafter called waterways; and jurisdiction over and control of the use of all wharves, sheds, warehouses, freight handling machinery and equipment, the grain elevator operated as the Houston Public Elevator, and all other property, equipment, and facilities owned and operated by it, hereinafter called facilities; and have the power to regulate and fix charges for the use of such waterways and facilities. The Port Commission also constitutes a Pilot Board for the governing of the Houston Pilots.

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**SUBRULE NO. 054 – Applicable Terms and Conditions**

**Original**

1. The Port of Houston Authority is proprietor and operator of Barbours Cut Terminal, sometimes herein referred to as the terminal. Rates, charges, classifications, practices, rules, and regulations contained in this tariff shall apply equally to all Users of Barbours Cut Terminal. This tariff shall apply on the effective date shown, or, with respect to any amendments to this tariff, on the effective date of such amendments. No User will be permitted to load or discharge cargo to or from a Vessel until the permission of the Port Authority has been obtained, and arrangements for payment made as provided herein.
2. The use of the waterways and facilities under jurisdiction of the Port Authority shall constitute a consent to the terms and conditions of this tariff, and shall evidence (i) an acknowledgement and warranty to the Port Authority of all Vessels, their owners and agents, and other Users of such waterways and facilities that such User(s) is or are liable and responsible for the payment of all charges specified herein, and (ii) an agreement to pay all such charges.
3. Except as to specific provisions herein contained, governing rules, regulations, and charges are set forth in Port of Houston Tariff No. 8, or reissues thereof.
4. Stevedoring services, rates, and charges are provided by others and are not included as part of this tariff. Each company providing stevedore services and desiring to do business on or in connection with the facilities of the Port Authority shall file a completed Stevedore License Application accompanied by the necessary supporting information called for therein together with payment of the appropriate licensing fees. Such fees shall be as follows:

<u>Original Application</u>	<u>Annual Renewal</u>
\$2,500	\$1,000

No company, whether currently doing business on or in connection with the facilities of the Port Authority or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License Application, accompanied by the appropriate application fee has been approved by the Port Authority. A copy of the application is available upon request to the Port Authority.

5. Carrier liens on cargo for unpaid charges for storage and for all other terminal charges, established pursuant to 49 U.S.C. 80109, or otherwise established by contract or by law, shall inure to the benefit of the Port Authority on cargo in the Port Authority's possession, and the carrier shall be deemed to have assigned such liens to the Port Authority with respect to cargo for which services performed pursuant to this tariff have been billed by the Port Authority, and wherein interest is assessed against the bill or invoice for such services.
6. In no case will the Port Authority invoice, or otherwise assume responsibility, for collection of charges assessed by a transportation agency or steamship company.

Steamship lines terminating a service to the Port Authority must make arrangements to satisfy all accrued charges for the line's account, including estimated charges for the last Vessel call, prior to arrival of the last Vessel.

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**SUBRULE NO. 054 – Applicable Terms and Conditions – (Continued)**

**Original**

7. When the Port Authority is required to bring suit against a User to collect its charges for services or other facilities it has furnished or for fines or penalties, it shall be entitled, in addition to any other relief granted by the court, to judgment for reasonable attorneys' fees and litigation costs, unless the User shows that there is a good faith dispute regarding the sums in question, and the User has timely paid all sums due and owing the Port Authority which are not contested in good faith.
  
8. In the event User makes payment to Port Authority for any fee or charge by a check which is returned for any reason unpaid by any financial institution (the "Returned Check"), User shall be assessed a Returned Check fee in the amount of \$30.00, as well as any applicable bank fees caused by the Returned Check. User shall then be immediately liable for all amounts owed to Port Authority by said User at the time the Returned Check was returned unpaid. All amounts to be paid by User to Port Authority after receipt by Port Authority of a Returned Check shall be in the form of cash, cashier's check, or money order. A User who has paid by a Returned Check shall be liable for, and shall pay, reasonable attorneys' fees and court costs if required to collect the amounts owed by User to Port Authority.

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**SUBRULE NO. 055 – Deferred Payment**

**Original**

1. In its discretion, and at its sole option, and subject to termination at its election, the Port Authority may at any time extend credit to any User pursuant to the provisions of this tariff, as amended or reissued, provided such User establishes and maintains its financial responsibility on terms acceptable to the Port Authority. Such terms may include the posting and maintaining of a surety bond with a corporate surety acceptable to the Port Authority in an amount not less than 125% of the maximum liability for (i) a single transaction, if the User uses the waterways or facilities for a single transaction, or (ii) more than a single transaction but less than a one year period, if the User shows that he will use the waterways or facilities for that duration; or (iii) each year that the User will utilize the waterways or facilities. The form and content of such bond must be acceptable to the Port Authority.
  
2. Unless deferred payment arrangements are made with the Port Authority, amounts due to the Port Authority are payable in each case in cash by advance deposit of an amount sufficient to satisfy anticipated charges; if additional charges are incurred, bills are due upon presentation by the Port Authority to the User(s).
  - a. In its discretion, and at its sole option, and subject to termination at its election, the Port Authority may at any time defer payment by any User pursuant to the provisions of this tariff, as amended or reissued, provided such User establishes and maintains its financial responsibility on terms acceptable to the Port Authority. Such terms may include the posting and maintaining of a surety bond with a corporate surety acceptable to the Port Authority in an amount not less than 125% of the maximum liability for (i) a single transaction, if the User uses the waterways or facilities for a single transaction, or (ii) more than a single transaction but less than a one year period, if the User shows that he will use the waterways or facilities for that duration; or (iii) each year that the User will utilize the waterways or facilities. The form and content of such bond must be acceptable to the Port Authority.
  
  - b. Any amounts outstanding or invoices remaining unpaid 30 days past date of same is subject to an interest charge of 12% per annum, calculated daily, for each day over 30 days until paid, or until such amounts are unpaid 60 days past date of invoice, whereupon they shall be subject to an interest charge of 18% per annum, calculated daily, until paid.
  
  - c. With respect to any User that has an amount outstanding or unpaid invoices outstanding for more than 90 days past date of presentation or invoice, the Port Authority may post that User's deferred payment position on its website. Such postings shall be made monthly. The postings shall be deleted at the Port Authority's next scheduled website posting, provided that User's balances 90 days past due have been paid by the end of the month in which the delinquent amount is currently posted.

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**SUBRULE NO. 055 – Deferred Payment – (Continued)**

**Original**

- d. With respect to any User that has an amount in excess of \$20,000 outstanding for more than 120 days past date of presentation or invoice, the Port Authority may, in addition to the website posting referred to above, deny deferred payment for any future services unless and until cash is received by the Port Authority in advance of any use, scheduling, or ordering of Port Authority waterways, facilities, services, or labor, provided that deferred payment may be reinstated if the User has had no outstanding balance 60 days or more past due for a period of at least 60 days, such period to commence upon the first of the month in which there was no outstanding balance.
  - e. With respect to any User that has an amount in excess of \$20,000 outstanding for more than 150 days past date of presentation or invoice, the Port Authority may, in addition to the website posting and the denial of deferred payment for any future services referred to above, deny the use of its waterways and facilities to said User, provided that said use may be reinstated upon payment of all 60 days or more past due balances and deferred payment may be reinstated if the User has had no outstanding balance 60 days or more past due for a period of at least 60 days, such period to commence upon the first of the month in which there was no outstanding balance.
  - f. With respect to any User wherein deferred payment has been denied as provided above in subparagraph (d) twice during the period of said User's contract, license, or agreement with the Port Authority, or twice in any calendar year, the Port Authority may terminate or fail to renew said contract, license, or agreement.
3. Interest charges and other consequences set forth above in subparagraphs (a) through (f) may be waived by the Port Authority if there is a good faith dispute as to the amount outstanding, the User has attempted to resolve the dispute in a timely fashion, all amounts not in dispute have been promptly paid, or in other cases in which the User shows error on the part of the Port Authority as to amounts said to be overdue.

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**SUBRULE NO. 056 – Billing Assessment and Collection of Charges**

**Original**

- 1. Freight Handling Machinery or Equipment. Users as defined herein, including, without limitation, Vessels, their owners and agents, and stevedores, will be liable and billed for freight handling machinery or equipment in accordance with the provisions of this tariff. Upon application by a User of Port Authority freight handling machinery or equipment, on a form provided by the Port Authority, and in the Port Authority's own discretion, the Port Authority may consent to bill a third party for the use of said machinery and equipment. Such consent shall not alter any of the obligations of the User for payment of charges due of for liability for damage and injury that may be caused by the use of such machinery and equipment.
- 2. Dockage, Shed Hire, Water and Regulated Utilities and services, and/or Wharf Use. Users, including, without limitation, Vessels, their owners or agents, will be liable and billed for dockage, shed hire, and/or wharf use charges, and for provisions of water and related utilities and services afforded the Vessel.
- 3. Terminal Charges and Wharfage Charges. The payment of all terminal and wharfage charges, set forth herein, shall be guaranteed to the Port Authority by the Vessel, notwithstanding that they are ultimately liabilities of the owner of the cargo, and the use of Port Authority facilities by the Vessel shall be deemed an acceptance and acknowledgement of this guarantee. As compensation to the Vessel for collection and payment to the Port Authority of terminal and wharfage charges, the Port Authority shall pay a fee of four percent (4%) of the total wharfage charges incurred and billed to the Vessel, but said fee shall be paid only when (1) such terminal and wharfage charges are actually paid to the Port Authority by the Vessel for the account of a third party and (2) such cargo has actually been loaded aboard a Vessel at Port Authority wharves.

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**SUBRULE NO. 056 – Billing Assessment and Collection of Charges - (Continued)**

**Original**

4. Loading, Unloading, and other Labor Charges. The party performing loading, unloading and other labor services is equally a User of Port Authority services and facilities, and shall invoice and collect loading, unloading and other labor charges, strictly in accordance with and pursuant to the terms of this tariff, from the owner of the cargo or his authorized agent; shall pay over said charges to the Port Authority where so provided in this tariff; and shall not in any manner directly or indirectly, refund or remit in whole or in part, by any means or device, any of said charges to said owner of the cargo or his authorized agent.
5. Inbound Non-Containerized Cargo-----Wharf Demurrage charges: The owner of the cargo and its authorized agent will be jointly and severally liable for wharf demurrage charges on inbound cargo.
6. Outbound Non-Containerized Cargo-----Wharf Demurrage charges: The owner of the cargo and its authorized agent will be jointly and severally liable for wharf demurrage charges on outbound cargo, except as noted herein. When outbound cargo is on the wharves because it is intended to be loaded on a particular Vessel but such cargo is cut back or held on the wharves for the convenience or at the direction of such Vessel, (i) the Vessel shall immediately provide the Port Authority with an itemized list of the cargo on the wharves which was not lifted by the Vessel, and (ii) the Vessel will be jointly and severally liable with its authorized Agent and the owner of the cargo for all wharf demurrage charges. If cargo is not loaded on the Vessel for which it was originally intended: (i) wharf demurrage charges will continue to apply until the cargo is removed from the wharves; and (ii) if loaded on a subsequent Vessel, the wharf demurrage charges will be assessed against the original Vessel unless the original Vessel has secured a release of said charges prior to the loading of the cargo on a subsequent Vessel.
7. Transshipped Non-Containerized Cargo-----Wharf Demurrage Charges: The outbound, subsequent Vessel to which the cargo is transshipped will be jointly and severally liable with the original Vessel for demurrage charges on transshipped cargo.
8. Any charges established by this tariff, or by any other tariff of the Port of Houston Authority for which this tariff is also a governing tariff, which result from delays caused by compliance with ISPS (International Ship and Port Facility Security Code) regulations or inspections, or other applicable governmental law or regulations, shall be for the account of the User(s), and such compliance will not furnish the basis for any deviations from the rates, terms and conditions set forth in tariffs of the Port of Houston Authority.

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**SUBRULE NO. 057 – Fines and Penalties**

**Original**

Should the Port Authority be subjected to a fine or fines, a penalty or penalties by the United States Coast Guard or any other federal authority, or any state or local authority, as a result of the conduct of any User, whether such conduct was by act or omission, the amount of such fine or fines, penalty or penalties, shall be billed to and paid by the User (or Users, each of which is jointly and severally liable) to the Port Authority within 30 days of invoice of same.

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**SUBRULE NO. 058 – Cargo Statements Required**

**Original**

1. Vessels and Vessel agents, using Port of Houston Authority wharves, shall present certified copies of manifest or documentation deemed acceptable by Port Authority, including all changes and supplements thereto, of cargo loaded or unloaded on forms and in the manner prescribed by Port Authority.

Certified copies of manifests on inward cargo shall be presented not later than 10 working days after arrival of Vessel at wharf.

Certified copies of manifests on outward cargo shall be presented not later than 10 working days after sailing.

Failure to file certified copies of manifests and statements of cargo within the time specified will disqualify the Vessel and her agents from recovering the 4% discount on wharfage charges specified in [Subrule No. 056](#) of this tariff.

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**SUBRULE NO. 058 – Cargo Statements Required - (Continued)**

**Original**

Vessel and Vessel agents who submit certified copies of manifests and statements of cargo later than thirty (30) calendar days will lose all credit privileges extended under [Subrule No. 055](#) of this tariff.

In order to receive the reduced wharfage rates per Tariff 14, USDA cargo must be declared in the Statement of Cargo Report.

2. Vessels and Vessel agents shall, within five days after date of sailing of any Vessel using the Houston Ship Channel, report to the Port of Houston Authority all cargo loaded or discharged at all points on the Houston Ship Channel. Such report shall show units, packages, commodities, tonnage, origin, destination, and all other information which the Executive Director may deem necessary for the compilation of commercial statistics.
3. Vessels, Vessel agents, masters, and all other Users of the facilities, shall be required to permit access to manifests of cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to permit correct estimate of charges.

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**SUBRULE NO. 059 – Liability of Port Authority**

**Original**

1. The Port Authority shall not be liable for any delay, damage, injury, or loss arising from strikes (of any person in their employ or in the service of others), nor for any causes arising therefrom, nor for any causes unavoidable or beyond its control, nor for tumult, insurrection, acts of God, breakdown of equipment or shut-off or failure of electric current, nor from any of the consequences of any of these contingencies.
2. Except for cargo remaining in storage after the expiration of the free time period and upon which storage charges have been assessed, in no case shall the Port Authority be liable in a sum in excess of \$1000 per package, non-packaged object, or freight unit for loss or damage to any cargo inside or not inside of any container, trailer, van, or other form of cargo unitization (all such forms hereafter referred to as "Container"), unless any party with a relationship to the cargo (including, without limitation, a steamship company, the shipper, consignee, or another transportation entity which will carry the cargo before or after ocean transportation or its or their agents) have, prior to the commencement of the services or facilities provided by the Port Authority, declared a higher value for the cargo inside or not inside any Container, and paid, in addition to the other charges for such services as set forth in this or other applicable tariffs, a premium computed at three percent (3%) of the declared value of such cargo inside or not inside any Container, and in such event the Port Authority shall be liable for the full declared value of such cargo for loss or damage caused by its failure to exercise due and proper care in performing the services or affording the facilities provided for herein. As used herein, the word package, non-packaged object, or freight unit shall mean, in the event the cargo was shipped in any Container, only that very Container, notwithstanding that other packages may or may not be contained therein, and notwithstanding that, if contained therein, they may or may not have been listed on any pertinent bill of lading. In the event that any Container itself suffers damage, the Port Authority's liability shall be limited to an additional \$1000 per Container, unless a higher value has been declared for same and the three percent (3%) premium paid as set forth above.
3. In the event the Port Authority is liable for cargo in storage, such liability shall not cover losses generally covered by insurance, including, but not limited to, fire, heating, frost, freezing, leakage, evaporation, natural shrinkage, wasting, decay, animals, insects, leakage, or discharge from fire protection, or the elements.

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**SUBRULE NO. 059 – Liability of Port Authority - (Continued)**

**Original**

4. With respect to all damage or injury to persons or property, other than loss or damage covered by paragraphs 1, 2, and 3 above:
  - a. With respect to damages or injury to berths, wharves, transit sheds, mechanical equipment, or other assigned facilities, occurring during the tenancy, occupation, and/or use thereof by any User(s) to whom such facilities were (temporarily or permanently) assigned, such User(s) shall be responsible and liable to the Port Authority for all such damages or injury, without regard to who shall have caused the damage or injury, except for damage or injury caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved.
  - b. With respect to damage or injury to rail equipment caused by the switching of such equipment, the applicable railroad shall be liable and responsible, except for damage or injury caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved.
  - c. With respect to damage or injury to persons, including death and personal injury, arising out of, incident to, or resulting from, the use of the property of the Port Authority, the User(s) of such property agree to indemnify and save harmless the Port Authority from and against all losses, claims, demands, arbitrations, and suits for damage or injury, which indemnification shall cover court costs and attorneys' fees, except for damage or injury to persons caused by the negligence of the Port Authority, for which the Port Authority shall not be relieved.
5. The Port Authority shall have no liability and/or shall be discharged from all liability for damage or injury, whether apparent or concealed, to cargo, packaging of any kind, containers, equipment, facilities, or objects of any kind, or persons, unless notice in writing to the Port Authority is given of said damage or injury within 30 days of its occurrence and unless suit is brought within three years of its occurrence.

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**SUBRULE NO. 060 – Additional Responsibility for Property Damage**

**Original**

1. When damage is caused to any of the property or any of the facilities of the Port Authority, the Users causing such damage (including, without limitation, said Users' agents, servants, representatives, and employees as defined in [Subrule No. 036](#) hereof) shall be held jointly and severally responsible for the cost of repairs, and they shall be billed therefor, and all shall be jointly and severally responsible for payment thereof. One or more invoices may be rendered to Users as costs are incurred, and said costs may include invoices from third parties as well as direct costs (including, without limitation, labor) of the Port Authority. All invoices shall include an override of 20% for Port Authority overhead. All invoices shall be paid within 30 days. When the damage is caused by a Vessel, the Port Authority shall be able to detain the Vessel until it has received a satisfactory guarantee for either the amount of the damage or for a reasonable estimate thereof. The grant of an application by a User for third party billing as provided in Subrule No. 056 of this tariff shall not alter in any way the liabilities set forth herein.
2. In the event any of the invoices referred to in paragraph (a) above are not paid within 30 days, then the Users (including, without limitation, Vessel owner or operator or any agent thereof), shall be liable for all legal costs and expenses of collection, including reasonable attorneys' fees, and including the costs of arresting and proceeding in rem against a Vessel. An adjustment of cost and expenses as described above, and including attorney's fees, shall be made proportionally in the event that the liability of said User is determined to be less than the sum invoiced by the Port Authority in the aggregate, and, in the event that invoices have been paid by the User which are in excess of amounts eventually held to be due by the User to the Port Authority, then refunds of such amounts in excess shall be made by the Port Authority to the User.

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**SUBRULE NO. 061 – Port Security Fee**

**Original**

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33CFR 105, the Port of Houston Authority will assess against and collect from all Users of port premises, services, or facilities, a Port Security Fee as set forth herein. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this and other governing tariffs:

**Vessels (including, without limitation, barges):**

- Six percent (6%) of total dockage assessed per port call

**Cargo:**

- Break-bulk \$0.14 per ton
- Bulk Cargo (dry or liquid) \$0.03 per ton
- Containers \$2.85 per loaded container
- Vehicles \$1.00 per unit
- Passengers \$1.00 per embarking passenger

The Port of Houston Authority shall have all of the rights and remedies provided in this tariff and other governing tariffs for failure to pay amounts due the Port of Houston Authority in the event any User fails to timely pay the Port Security Fee set forth herein and, in addition, the Port of Houston Authority may (1) require from said User a deposit estimated to cover such fees in advance of using port premises, services or facilities, and/or (2) deny service to said User until said deposit is made and/or all prior amounts due are paid.

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**SUBRULE NO. 062 – Painting or Erecting of Signs**

**Original**

Painting or erecting signs on Port Authority property or structures is prohibited without prior approval of the Executive Director or his designee who shall also approve copy, design, material and method of erection.

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**SUBRULE NO. 063 – Environmental Regulations; Smoking Prohibition**

**Original**

1. All Users shall comply with all applicable environmental laws, rules or regulations that may be promulgated by federal, state, or local regulatory agencies, bodies, and by the Port of Houston Authority.
2. Smoking in the warehouse, transit sheds, on the wharves, or on Vessels is strictly prohibited, unless in designated smoking areas.

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**SUBRULE NO. 064 – Responsibility for Fire Equipment**

**Original**

The Port Authority will require the Users of the wharves to be responsible for all fire equipment such as hose, nozzles, extinguishers, etc., and all such equipment found to be missing or destroyed upon inspection will be replaced by the Port Authority at cost plus twenty percent and billed against the User.

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**SUBRULE NO. 065 – Abandoning, Dumping, Discharging, Etc. of Waste Matter**

**Original**

All Vessels, their owners or agents, and other Users of Port Authority facilities shall comply with all federal, state or local regulations with regard to the placing or discharging into the Houston Ship Channel, Buffalo Bayou or White Oak Bayou or any of the tributaries thereof, either directly or through private or public sewers, any sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid or solid matter, oil, gasoline, residuum of gas, calcium carbide, trade waste, tar or refuse or any other matter covered by such laws or regulations of any of such authorities.

Vessels discharging oil from bilges or tanks into the aforementioned waters will be reported to the United States Attorney for prosecution under appropriate federal laws. Throwing ballast, rubbish, dunnage or any other matter into the aforesaid waters is strictly prohibited.

Should any Users of the facilities abandon any drums, boxes or other containers of cargo upon Port Authority property and not remove same therefrom within 48 hours after notification by the Port Authority to do so, same will be removed by the Port Authority (its employees, agents, or contractors), and the cost of such removal plus twenty percent shall be billed to and paid by the User (or Users, each of which is jointly and severally liable) to the Port Authority within 30 days of invoice of same.

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**SUBRULE NO. 066 – Removal of Articles Dropped Into Channel**

**Original**

The dropping of cargo, scrap or any other articles in the channel is prohibited by law. Responsible parties shall be liable for the removal of any articles dropped in basin or channel and the Port Authority reserves the right to remove such articles on a basis of cost plus twenty percent at the expense of the responsible party.

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**SUBRULE NO. 067 – Preventing, Detecting, Controlling, and Fighting of Fires**

**Original**

**BE IT ORDAINED BY THE PORT COMMISSIONERS OF THE PORT OF HOUSTON AUTHORITY:**

**PURPOSE:** WHEREAS, under the provisions of Section 2, Chapter 117, Acts of the 55th Legislature of Texas, Regular Session 1957 as amended by Chapter 43, Acts of the 62nd Legislature, Regular Session 1971, the Port of Houston Authority (formerly the Harris County Houston Ship Channel Navigation District) is empowered to promulgate and enforce ordinances, rules and regulations in the manner provided by Chapter 486, Acts of the 57th Legislature, Regular Session, 1961, as amended, for the promotion of the safety of life and property on or adjacent to the waterways, channels and turning basins within its jurisdiction, including those piers, wharves, landings, buildings, sheds or structures adjacent to such waterways, from damages by fire and explosion thereon.

**APPLICABILITY:** This subrule applies to all Vessels, Users, facilities, and structures of any kind, including but not limited to berths, wharves, piers, and sheds, serving or located within the Barbours Cut Terminal, in accordance with R.S. Ch.43, H.B. 348, 62nd Legislature of March 24, 1971 (the "Act").

**DEFINITIONS:**

In addition to the Definitions set forth in Section One of this tariff, which apply herein, the following Definitions also apply.

**Berth** - The area of water at the side of a pier or wharf in which Vessels may remain afloat when moored.

**Breakbulk Cargo** - Commodities which are not transported in containers or trailers, and which are commonly packaged in bags, cartons, drums, crates etc, and palletized while awaiting transfer or storage.

**Cargo - Cargo** as used herein includes breakbulk cargo, liquid or liquefied cargo, containerized and trailerized cargo, cargo carried without mark or count, as well as the containers, trailers, or other materials which may contain them.

**Facility** - The Barbours Cut Terminal or any of its component parts, together or separately, including, but not limited to, berths, wharfs, staging areas, and sheds, within the terminal.

**SUBRULE NO. 067 – Preventing, Detecting, Controlling, and Fighting of Fires - (Continued) Original**

**Firewalls - Substructure** walls that have a fire resistance rating of four hours, normally constructed of reinforced concrete or other materials that have equivalent fire resistance.

**Hazardous Material** - Cargoes classified as “Hazardous Materials” under 49 CFR parts 171-180 or otherwise classified as explosive, dangerous, or hazardous by regulation of the Federal Government, or any State or Local Government, or by the Port Authority.

**Fire Sprinklers** - A complete system of waterlines and sprinkler heads designed to release water upon demand through various means to suppress a fire inside a building.

**Transit Shed** - A transload facility located on a pier or wharf primarily used for transferring Breakbulk Cargo to and from ship to shore. The cargo may at times be temporarily stored in such facility for a short period of time, typically one to three days. Transit sheds are typically constructed of non-fire resistant material and are fitted with various large entryways. Transit sheds are continuously patrolled by fire and security personnel.

**Warehouse** - A building used for long-term storage of cargo in breakbulk form. Warehouses are typically built of substructure Firewalls and are normally not patrolled by fire and security personnel.

**Section 1: SCOPE** - All ordinances, rules and regulations issued by the Port Authority relative to Fire Protection shall, in the event of conflict, take precedence over local or state law or charter provisions, or ordinances of any city, town or village relating to such subject matter, but if there is no conflict, all such provisions, ordinances, rules and regulations shall apply and shall be in addition to the ordinances, rules and regulations of the Port Authority.

This ordinance and regulations shall apply to: (1) all Vessels on the waterways serving the terminal, and (2) all Users and all facilities within the terminal, including but not limited to piers, wharves, landings, buildings, or other structures adjacent to such waterways or utilized by the Port Authority in providing services.

**Section 2: RESPONSIBILITY OF VESSELS AND USERS** - From time to time, the Port Authority, as it does herein, may prescribe special rules relating to fire protection of Vessels and facilities within its jurisdiction. However, nothing contained in any rules shall be construed as relieving the Vessels and Users of their primary responsibilities regarding fire prevention and safety.

**Section 3: RIGHT TO INSPECT** - No Vessel, User, or other person within the jurisdiction of the Port Authority shall prevent the Manager – Marine, Fire and Safety or his/her delegates, deputies, or subordinates, from boarding or entering any Vessel or property for the purpose of performing and executing any and all duties conferred by this Ordinance.

**Section 4: PENALTIES** - Any person, corporation or association violating or failing to comply with any of the provisions of these ordinances, rules and regulations shall, upon conviction thereof, be punished by a fine not exceeding One Thousand and No/100 (\$1000.00) Dollars for any one (1) offense or violation. Each day a violation of any of the provisions hereof continues, or is permitted to continue, shall constitute a separate offense.

**Section 5: ARRANGEMENT OF CARGO, FREIGHT, MERCHANDISE OR MATERIAL** - When in enclosed facilities, cargo, merchandise or materials shall be arranged by the person in charge thereof in the following manner for fire protection purposes: At least two feet of clear and open space shall be maintained between cargo, merchandise or other material piles and sides of the walls, Firewalls or fire stops of the facility. This distance shall be measured from the most prominent projection of the wall. There shall be maintained at least four feet of clear and open space around any fire alarm box, standpipe, fire hose or fire door. Fire extinguishers shall not be blocked and an aisle at least three feet in width shall run from the center aisle to such extinguishers. Flammable or combustible cargo, merchandise or material, not including bulk cargo, shall not be tiered higher than 12 feet. A clearance between the uppermost tier and the trusses, beams, girders, or other structural members shall be not less than 36 inches and between such upper level and sprinkler heads not less than 12 inches.

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**SUBRULE NO. 067 – Preventing, Detecting, Controlling, and Fighting of Fires - (Continued) Original**

If, in order to control a fire should one occur, fire trucks would be required, a main aisle of at least 20 feet in width shall be maintained the entire length of the facility; if access by fire trucks would not be required, aisle width may be reduced to eight feet. Straight cross aisles, at least 5 feet wide shall be maintained at intervals not exceeding 75 feet and shall extend to the side of the facility.

**Section 6: PACKAGED HAZARDOUS ('LABEL') MATERIALS** - Each package, cylinder, pressure Vessel or container of hazardous ('label') material designated as such by the Department of Transportation shall be maintained, packaged and marked with the appropriate Department of Transportation classification and label in accordance with 49 CFR parts 171 - 180. At no time shall materials classed as Red Label, Poisonous Label ('Class A') or Organic Peroxides be stored or placed in a Warehouse, Transit Shed or other contiguous area, but it shall be stored on an open dock, Wharf or area to be designated by the Manager - Marine, Fire and Safety or his deputies. Any damaged package, cylinder, pressure Vessel or container of Hazardous Material shall be immediately removed. Failure to comply with these requirements of this subrule, will subject the owner, handler, agent or consignee to the penalties prescribed in Section 4 and any other penalties allowed by law.

Each cylinder, pressure Vessel or container shall be marked that it has been designed, constructed, tested and maintained in accordance with the regulations of the Hazardous Materials Regulations Board, Department of Transportation, as contained in Title 49, Code of Federal Regulations, Parts 171-178.

All empty cylinders, pressure Vessels or containers will be handled as appropriate for the 'label' material last contained unless there is attached thereto a certificate issue by proper authority that the cylinder, pressure Vessel or container has been cleaned, decontaminated or otherwise treated to render it safe for normal handling and storage.

**Section 7: SMOKING AND OPEN FLAMES** - It shall be unlawful for any person to smoke, or to carry or possess a lighted cigar, cigarette, pipe or match or any open flame, under, in, upon or within fifty (50) feet of any bulkhead, dock, pier, Wharf, cargo container, truck van, railroad car, landing, building, structure, grain elevator, workhouse, Transit Shed storage annex, unloading shed or any appurtenance thereto; or to smoke or carry or possess a lighted cigar, cigarette, pipe or match, or any open flame, on any deck or in the hold of any ship, lighter, barge or other floating Vessel, craft or equipment, whether the same is berthed or moored at a dock, pier, Wharf or landing or tied to another Vessel made fast thereto; or to cast off or throw from any such ship, lighter, barge or other floating Vessel, craft or equipment, any lighted cigar, cigarette, pipe or match or any flame. Those areas specifically designated and posted by proper authorities as "SMOKING AREAS" are exempt from the above provisions.

**Section 8: AUTOMOTIVE EQUIPMENT** - Trucks, trailers, and other motor vehicles shall not remain or park upon a waterfront facility except (1) when actually waiting at shipside to load or discharge cargo, ship supplies or passengers and are attended by a driver; (2) when they are headed toward an unobstructed exit and attended by a driver; (3) when handled and stored as an item of cargo; or (4) when parked in a designated parking area. It shall be unlawful to park in areas marked "Fire Lane" at any time.

Automotive equipment used on the pier, such as lift trucks, tractors, mobile cranes, stackers or other internal combustion engine equipment shall be of such construction and state of repair, free from excess grease, oil or lint so as not to constitute a fire hazard. The refueling of such vehicles, automobiles and other vehicular cargo being discharged may be from an approved tank or gear truck or trailer, but must be at least 50 feet from any dock, the face of any pier or appurtenance thereto.

Exception: Mobile cranes engaged in the cargo operations of a Vessel are allowed to be fueled alongside the Wharf by a fuel vehicle. Any fuel vehicle operated by a User must be permitted by the City of La Porte or City of Morgan's Point Fire Marshals office, if required by that office. Additionally, the fuel vehicle must be in compliance with the U. S. Department of Transportation standards.

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**SUBRULE NO. 067 – Preventing, Detecting, Controlling, and Fighting of Fires - (Continued) Original**

**Section 9: TANK TRUCKS, TANK TRAILERS AND/OR GEAR TRUCKS** - Tank trucks, tank trailers, gear trucks or other vehicles, apparatus or equipment when used for the transportation of flammable liquids within the terminal or other jurisdiction of the Port of Houston Authority shall conform to the following requirements:

1. Tank trucks, tank trailers and/or gear trucks operating within the terminal shall be in compliance with all U.S.D.O.T. standards in effect at that time. LP gas trucks shall be considered to be in compliance with this section while permitted by a valid "Form 4 Card" issued under the rules of Docket 1 of the LP gas division of the Texas Railroad Commission.
2. Every tank truck, tank trailer and/or gear truck shall have a conspicuous sign on each side and rear composed of four (4) inch letters reading "FLAMMABLE" and a sign reading "NO SMOKING" composed of four (4) inch letters installed at the draw-off valves.
3. The responsible company or owning company name or corporate symbol is to be permanently displayed on each tank vehicle.
4. Trailers shall be firmly and securely attached to the vehicle drawing them with appropriate safety chains.
5. No tank or any part of any tank (not to include non-liquid-carrying appurtenances) shall extend beyond the chassis frame of the equipment being used to transport the flammable liquids. Draw-off valves or faucets which project beyond the frame shall be adequately protected.
6. Vehicles transporting flammable liquids shall not be equipped with artificial light of any kind other than electricity. All lighting and low tension wires shall be in conduit or sealtight flexible conduit. Suitable fuses or other automatic overload protective devices shall be installed in all lighting and low tension circuits, except the ignition and starting motor circuits. All electric lights shall be adequately protected. All wiring shall be supported and protected from mechanical injury, chaffing and exposure or contact with oil, grease, gasoline or other compounds that tend to deteriorate the insulation, and shall be so located as to avoid damage to insulation from heat.
7. Each tank truck, tank trailer and/or gear truck shall be equipped and maintained with at least two (2) approved-type hand fire extinguishers suitable for extinguishing flammable liquid fires. They shall be kept in good operating condition at all times and located in an accessible place on the vehicle. Drip pans and absorbent shall be available at all times.
8. Every vehicle shall be equipped with a reliable system of brakes, lights and horn which shall conform to the laws of the State governing such vehicles.
9. All tank trucks, tank trailers and/or gear trucks shall be prohibited inside any building except while undergoing repairs unless the building is used exclusively for the storage of such vehicles. Delivery of flammable liquids shall be conducted outside of any building.
10. Smoking is prohibited on tank trucks at all times and no smoking, flame or fire shall be within twenty-five (25) feet of same while loading or unloading. The provisions of Section 7 hereof shall also apply to these vehicles.
11. Draw-off valves shall be equipped with a metal tag, plate or label on which is displayed, in letters not less than one-half (1/2) inch in height, the name of the particular product in the tank with which such draw-off valves are connected.
12. Tank vehicles shall not be operated unless they are in proper repair, devoid of accumulation of grease, oil or other flammables and free of leaks.

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**SUBRULE NO. 067 – Preventing, Detecting, Controlling, and Fighting of Fires - (Continued) Original**

13. The driver, operator or attendant of any tank vehicle shall not leave the vehicle while it is being filled or discharged. Delivery hose, when attached to a tank vehicle, shall be considered to be a part of the tank vehicle.
14. Motors of tank vehicles or tractors shall be shut down when making or breaking hose connections. If loading or unloading is done without the use of a power pump, the tank vehicles or tractor motor shall be shut off through-out such operations.
15. The cargo tank shall be bonded to the fill pipe when loading. The bond-wire connection shall be made prior to commencing operations and shall be maintained in place during the entire operation.
16. During filling operations tank trucks shall have approved parking brakes in operation. During discharge operations approved parking brakes shall be in operation.

**Section 10: WELDING OR HOT WORK** - Oxyacetylene, electric, or any other welding or burning or other 'hot work' within the terminal is permitted subject to the conditions set out herein and provided that a current permit issued by the USCG Captain of the Port is in the possession of the person on the job in charge of the operation and a permit has been issued by the Port Authority. The provisions of 49 CFR 176.54 and 33 CFR 126.15(c) are applicable to Vessels and Facilities respectively. When welding, burning or other hot work is being performed, positive means shall be taken to confine heat, sparks or slag so as to protect immovable fire hazards. Suitable operable fire extinguishing equipment shall be in the immediate vicinity and ready for instant use.

**Section 11: ACCUMULATION OF FLAMMABLE OR COMBUSTIBLE WASTE OR RUBBISH** - The accumulation of wastepaper, boxes, logs, grass, straw, weeds, litter, oils, greases and other flammable or combustible waste or rubbish of any kind in, under or upon the terminal or the burning of such rubbish in an open fire, by the owner, lessee or operator of such facility or waterfront area is declared to be a fire hazard and unlawful. Each day such violation continues or is permitted to continue shall constitute a distinct and separate offense.

**Section 12: HANDLING OF HAZARDOUS COMMODITIES** - Red Label (Flammable Gas, Class 2, Flammable Liquid, Class 3), Poison Gas Label (Class 6), Yellow Label (Organic Peroxide Class 5), and Spontaneously Combustible materials shall not be placed in a Transit Shed. Such labeled commodities may be delivered to open wharves only after ship is in Port and then "in limited quantity". (For the purpose of this Section, 'Red Label' is defined as a commodity having a Flash Point of 99 Degrees Fahrenheit (37.2 Degrees Celsius) or below. Poison Label (Class 6), materials may be placed in a Transit Shed but extreme caution should be exercised particularly in the proximity of grain, coffee or other food items. Red/White striped (Flammable Solid Class 4) Yellow (Oxidizer, Class 5) and Black/White (Corrosive Label Class 8) may be stored in a Transit Shed. Explosives IMCO Class 1.1, 1.2, 1.3, and fireworks, regardless of class will not be handled at the Port of Houston whether loading, discharging or in transit. Explosives IMCO Class 1.4, 1.5 (not to include fireworks) will be handled 'truck-to-ship' or 'ship-to-truck' as above. Explosives will not be left overnight at any facility at the Port of Houston.

Any Vessels having onboard over 10 tons of 1.4 or 1.5 Explosives must be cleared through the Marine Department and the local Captain of the Port, at least twenty-four (24) hours prior to its arrival. All proposed movement of explosives will be coordinated with those offices. Requirements covering the transportation of Hazardous Materials covered in 49 CFR Parts 171-180 must be complied with on any cargo entering Port Authority property. All cargo entering the terminal must comply with the requirements of 49 CFR Parts 171-180 and the International Maritime Dangerous Goods (IMDG) Code relating to the transportation of Hazardous Materials. Cargo arriving at the terminal without all documentation required by this tariff and by all applicable law will not be received into the terminal or offloaded from the Vessel on which it arrives.

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**SUBRULE NO. 067 – Preventing, Detecting, Controlling, and Fighting of Fires - (Continued) Original**

**Section 13: MAINTENANCE OF LIQUID CARGO HANDLING EQUIPMENT** - Cargo handling equipment shall be maintained in good operating condition at all times. Cargo hose shall not be used in a transfer operation in which pressures are such that leakage of cargo occurs. Cargo pump systems shall be tested at least once each year to determine that they function satisfactorily at and below the maximum allowable pressure of the safety relief valves. Pressure gauges shall be calibrated yearly and hoses and piping shall be hydrostatically tested at least once each year to one and one half times their maximum allowable working pressure. The maximum allowable working pressure shall be stenciled on the cargo hoses and piping. At facilities where incompatible cargoes are handled, the hoses and systems shall be clearly marked to specify the allowed products.

**Section 14: CONTROL OF LIQUID CARGO TRANSFER SYSTEMS** - Prior to performing bulk liquid and liquefied gas or other dangerous cargo transfer operations, the waterfront facility shall comply with all the requirements of the U.S. Coast Guard contained in 33 CFR, Parts 126, 154 and 156. While application to the Port of Houston Authority for separate permits is not necessary, it shall be incumbent upon the facility operator to notify the Port Authority whenever a general permit has been terminated or suspended by the Captain of the Port and again when such permit has been reinstated.

The penalty for noncompliance with any of the provisions hereof shall be \$1000 per offense and each day of operation in noncompliance therewith shall constitute a separate offense.

**Section 15: CERTIFICATE OF INSPECTION, PERMITS, DOCUMENTS, CERTIFICATE AS TANKERMAN** - No domestic Vessel, regardless of tonnage, size or manner of propulsion, and whether self-propelled or not, while within the jurisdiction of the Port of Houston Authority, shall have on board any flammable or combustible cargo or cargo of particular hazard in bulk until a certificate of inspection has been issued by the U.S. Coast Guard or Department of Transportation. Foreign Vessels carrying flammable or combustible cargo in bulk are accepted in U.S. ports if they are registered in a country signatory to the Safety of Life at Sea Convention (SOLAS). Foreign Vessels of a novel design carrying bulk liquid cargo of potential or unusual risk are allowed in U.S. ports only after having been inspected and issued a Letter of Compliance by the Coast Guard. This certificate shall be carried on board and shall show the grades of such cargo that the Vessel may have on board for transport. Except for military explosives, the amount of dangerous articles, substances or designated dangerous cargo on board the Vessel or present at the waterfront facility shall not exceed the maximum quantity permitted by the U.S. Coast Guard or the Department of Transportation.

Any permit issued based on the certificate of inspection shall be valid for the duration of the certificate of inspection on which such permit has been endorsed. Whenever it is found that a Vessel does not comply with the conditions upon which the permit was issued, all transfer operations will immediately cease, and the Vessel will be deemed in violation of the permit until such time, as ever, as the Coast Guard may determine that the Vessel is in compliance with the conditions of the permit. Shipping documents indicating the kinds, grades and approximate quantities of such liquid cargo shall be maintained on board.

Tankerman certificates issued by the Coast Guard stating the kinds of liquid cargo the holder is qualified to handle shall be maintained on board the Vessel or in possession of the "person in charge" (see 33 CFR 154, 155, and 156).

**Section 16: ACCIDENTAL DISCHARGE OF DANGEROUS CARGO OR OIL** - In the event that any Vessel, Vessel Agent, or User has knowledge of the accidental discharge of dangerous cargo or oil, in any quantity, into the waters under the jurisdiction of the Port Authority, such Vessel, Vessel Agent, or User shall immediately notify, by the quickest means available, the Manager of Marine, Fire and Safety at the Port Authority, or if he is not available, his designee or superior, of such discharge. Such notification does not waive the responsibility of the Vessel, Vessel Agent, or User to also notify the U. S. Coast Guard in accordance with the provisions of the Federal Water Pollution Control Act, or to comply with all other provisions of federal, state, or local law. It shall be incumbent upon any Vessel, Vessel Agent, or User to have immediately available, or to have made arrangements to have immediately available, containment equipment that will prevent the spread of any accidental spill or discharge of dangerous cargo or oil.

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**SUBRULE NO. 067 – Preventing, Detecting, Controlling, and Fighting of Fires - (Continued) Original**

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**Section 17: ADVANCE NOTICE OF ARRIVAL OF VESSELS** - The Vessel or Vessel Agent of any domestic or foreign Vessel which is inbound into the terminal having on board cargo described in 33 CFR 160.211, or in a condition as delineated in 33 CFR 160.215 shall notify the Port of Houston Authority at least twenty-four hours in advance of arrival. Upon arrival, it shall be the responsibility of the Vessel or Vessel Agent to remove any damaged cylinder, pressure Vessel or container from the Vessel and from the confines of the waterfront facility within twenty-four hours.

**Section 18: WAREHOUSE FIRE AND SAFETY REQUIREMENTS** - Except as specifically provided in this Subrule No. 067, each Warehouse situated within the terminal shall be constructed and maintained in accordance with all federal, state, and city building and fire safety regulations.

**Section 19: TRANSIT SHED FIRE AND SAFETY REQUIREMENTS** - Except as specifically provided in this Subrule No. 067, each Transit Shed situated within the terminal shall be constructed in accordance with all federal, state, and city building codes. Transit Sheds shall comply with all the federal fire and safety regulations. However, notwithstanding any contrary provision of this Tariff, any state law or local ordinance or regulation, Transit Sheds shall not be required to contain Firewalls or Fire Sprinkler systems.

**Section 20: WHARF AND YARD PARK FIRE AND SAFETY REQUIREMENTS** - Except as specifically provided in this Subrule No. 067, wharfs and Yard Parks situated within the terminal shall be constructed in accordance with all federal, state, and city building codes. Wharfs and Yard Parks shall comply with all the federal fire and safety regulations. However, notwithstanding any contrary provision of this Tariff, any state law or local ordinance or regulation, the location and numbers of fire hydrants located on wharfs and Yard Parks shall be determined by the Port of Houston Authority.

**Section 21: PREEMPTION** - The provisions of this Subrule No. 067 shall be cumulative of all other applicable federal, state, or local regulations regarding building and fire safety. However, pursuant to the authority granted the Port of Houston Authority by the Act, in the event that any state law or any local provision or ordinance, including any provision of the City of La Porte or Morgan's Point Code, Building Code, or Fire Code, conflicts with any provision of this Subrule No. 067, the provisions of this Subrule No. 067 shall control and prevail.

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**SUBRULE NO. 068 – Health and Safety Original**

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**Section 1: SCOPE** - All rules and regulations issued by the Port Authority with respect to Health and Safety are the minimum standards applicable for all facilities under the jurisdiction of the Port Authority; however, in the event the laws, rules and regulations established by federal, state and local authorities, or the specific rules and regulations in a Safety and Health Plan adopted by Users of Port Authority facilities for their own operations are more stringent than, or regulate matters not addressed by, the minimum rules and regulations established herein, the more stringent or comprehensive shall govern. In the event local law relating to traffic control on facilities and private roadways under the jurisdiction of the Port Authority conflicts with the Port Authority's tariff rules and regulations, the Port Authority's rules and regulations shall govern; otherwise all such health and safety laws, rules and regulations shall apply and shall be in addition to the rules and regulations of the Port Authority.

These rules and regulations shall apply to: (1) all Vessels docked at facilities under the jurisdiction of the Port Authority, and (2) all Users and all facilities within the jurisdiction of the Port Authority, including but not limited to piers, wharves, landings, buildings, transit sheds, private roadways, storage yards and other structures utilized by the Port Authority in providing services.

**Section 2: RESPONSIBILITY OF VESSELS AND USERS** - From time to time, the Port Authority may prescribe rules relating to health and safety within its jurisdiction. However, nothing contained in any rules shall be construed as relieving the Vessels and Users of their primary responsibilities regarding health and safety.

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**SUBRULE NO. 068 – Health and Safety - (Continued)**

**Original**

**Section 3: RIGHT TO INSPECT** - No User or other person within the jurisdiction of the Port Authority shall prevent the Port Authority Marine Fire Department, Port Police or the Risk Manager or Safety Engineer, or his/her designees, deputies, or subordinates, from entering any property for the purpose of confirming that the User or other person within the jurisdiction of the Port Authority is in compliance with the minimum safety rules and regulations that are established herein, provided that no such entering shall be prohibited by law.

**Section 4: RIGHT TO INFORM** - The Port Authority reserves the right to inform the United States Coast Guard of any health or safety risk or other nonconformity regarding any Vessel docked at Port Authority Facilities pursuant to Title 33 of the Code of Federal Regulations Part 96.

**Section 5: GENERAL** - Users shall comply with all applicable occupational health and safety standards set forth by federal, state and local law, and rules and regulations established in any Safety and Health Plan adopted by Users. Users shall conduct all operations in a manner to prevent risk to the health and safety of all persons and damage to all property and equipment. Users shall continuously monitor all persons, work, and equipment to assess and determine risks to health and safety. Users shall promptly mitigate and correct all such risks and conditions.

Users shall be responsible for the health and safety of their employees, contractors, vendors, and visitors allowed on Port Authority facilities and shall require that they act in conformity with the rules and regulations set forth herein.

**Section 6: PERSONAL PROTECTIVE EQUIPMENT** - Users' employees, contractors, vendors, and visitors shall wear appropriate Personal Protective Equipment (as hereinafter defined) in all operations areas as required by applicable safety rules and regulations. "Personal Protective Equipment" means all protective articles of clothing and other gear worn by persons performing a task or duty in order to reduce or eliminate the hazards of such task or duty. Personal Protective Equipment includes, but is not limited to, safety glasses, hard hats, reflective vests, and safety shoes.

**Section 7: HEALTH AND SAFETY MANUAL** - Each User and its contractors, if applicable, shall provide the Port Authority a copy of its Health and Safety Manual or Health and Safety Plan upon request, and notify the Port Authority of its designated person who is responsible for the administration of its health and safety plan. All such health and safety manuals or plans shall include an Emergency Action Plan as required by 29 CFR 1917.30. The emergency action plan shall be in writing and shall describe those designated actions Users and Users' employees must take to ensure safety from fire and other emergencies.

**Section 8: VEHICLE TRAFFIC** - Users and other persons within Port Authority facilities shall comply with all posted speed limits and traffic signs while operating any motorized vehicle within Port Authority facilities.

**Section 9: CORRECTIVE ACTIONS** - The Port Authority reserves the right to take corrective actions in the event any User or other person within Port Authority facilities violates or fails to comply with any of the provisions of these minimum safety rules and regulations.

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**SUBRULE NO. 069 – Charge for Cleaning of Berth**

**Original**

1. Charge

A charge of \$250.00 will be assessed each Vessel loading and/or discharging cargo on, to, or across wharves for the cleaning of berth assignments, including space utilized in transit sheds, or on open wharves and in transfer of cargo across, from, or to wharf apron, but not including such other areas used by Port Authority permission, assignment, or lease.

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**SUBRULE NO. 069 – Charge for Cleaning of Berth - (Continued)**

**Original**

2. Exceptions

The charges set forth herein do not apply to:

- a. Vessels fitting up or loading bulk grain only.
- b. Vessels loading or discharging liquid cargo only, through pipelines.
- c. Vessels in container ship service or roll-on roll-off service discharging only or loading only commodities handled across wharves in sealed containers or vans.

3. Shifting

Cleaning charge will be assessed for the call of a Vessel at any wharf or wharves operated by the Port Authority in the course of a single voyage. No additional charge will be assessed when Vessel is shifted from one wharf to another. (Departure from the Port for any period will constitute a voyage.)

4. Removal of Cargo and Equipment from Wharf Apron after Sailing

Immediately after sailing of a Vessel, User shall leave the apron of the wharf clean of equipment and cargo for its entire length and from the waterfront edge to a distance of not less than one hundred (100) feet back in order that such area shall be available for use in connection with cargo and equipment for discharging or loading subsequent Vessels.

5. Abandonment of containers or other materials on Port Authority Property

Should any Users of the facilities abandon any cargo or containers upon Port Authority property and not remove same therefrom within 48 hours after notification by the Port Authority to do so, same will be removed by the Port Authority (its employees, agents, or contractors), and the cost of such removal plus twenty percent shall be billed to and paid by the User (or Users, each of which is jointly and severally liable) to the Port Authority within 30 days of invoice of same.

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**SUBRULE NO. 070 – Standby Time**

**Original**

Charge for Standby Time

When Port Authority personnel are ordered and/or held on standby for a requested service beyond straight time hours, thereby incurring additional expense, total standby labor cost and cost of supervision plus twenty-five percent (25%) will be assessed against the party requesting the service in addition to charges otherwise provided in this tariff for any given service that is performed.

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**SUBRULE NO. 071 – Lightering, Bunkering, and Fleeting**

**Original**

To insure safe and unimpeded Vessel movements for all authorized Users of Barbours Cut Channel, lightering, bunkering and fleeting operations are restricted at all times at all wharves, barge fleeting areas, etc., located thereon. The combined beam width of the berthed Vessel and lightering or bunkering barge shall not exceed the width of the berthing area or obstruct the federal channel.

Barbours Cut Terminal will not permit lightering, bunkering or fleeting of hazardous products, including, without limitation, petroleum products Grade A, B and C. Anyone requesting a layberth for the purpose of lightering to or from a ship must submit an Application and Assumption of liability for Lightering Operations along with the berth application. Both forms must be received prior to beginning Vessel operations. Application for other products including petroleum products Grade D and E will be considered on a case by case basis, and must be submitted for approval two working days prior to Vessel arrival.

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**SUBRULE NO. 072 – Hazardous Cargo**

**Original**

**Section 1: HAZARDOUS CARGO - GENERAL**

1. Cargoes classified as Hazardous Materials under 49 CFR Parts 171-180, or otherwise classified as explosive, dangerous, or hazardous by regulations of the Federal Government, or any State or Local Government, or by the Port Authority, shall hereafter be referred to as "hazardous cargo."
2. For the protection and safety of the Port Authority, Users of its facilities, and the general public, the Port Authority reserves the right to issue such directives or regulations as it may deem necessary to insure the safe handling, stowing, loading, discharging, and transportation of hazardous cargo within the jurisdiction of the Port Authority.
3. Hazardous cargo must be in full compliance with all Governmental and Port Authority requirements governing the transportation thereof whenever located within Port Authority jurisdiction, and must remain in compliance therewith at all times. Any hazardous cargo arriving at marine terminals within the jurisdiction of the Port Authority without all documentation required for such cargo will be denied entry to all Port Authority terminals and facilities.
4. Prior to Vessel docking, all Vessels which come inbound into the jurisdiction of the Port Authority and which have on board any hazardous cargo shall submit to the Port Authority two copies of their inbound hazardous cargo manifest, as well as a listing of the hazardous cargo which shows, by cargo type, its weight, label, and the location at which it is stowed within the Vessel.
5. If any Vessels coming inbound into the jurisdiction of the Port Authority have on board over 10 tons of 1.4 or 1.5 Explosives, such Vessels must be cleared through both the Marine Department of the Port Authority and the local Captain of the Port at least twenty-four (24) hours prior to arrival. All proposed movements of such explosives will be coordinated with those offices, and all persons involved in such movements must comply with the directives of those offices. See sections 2 and 3 below for additional rules pertaining to these classifications and for additional rules pertaining to other classifications of hazardous cargo.
6. No tender of hazardous cargo to shippers, consignees, their agents or independent contractors, or other persons accepting such cargo in their behalf, shall be made within the jurisdiction of the Port Authority without prior notification to the Port Authority and compliance with all Port Authority directives prior to such tender.
7. The Port Authority may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of any hazardous cargo which is considered by the Port Authority as offering undue risk.

**Section 2: HANDLING/STORAGE OF CONTAINERIZED HAZARDOUS CARGO ON TERMINAL**

Explosives IMCO Class 1.1, 1.2 and fireworks, regardless of class will not be handled at the Port of Houston whether loading, discharging or in transit. Explosives IMCO Class 1.3, of 50 lbs. net or less explosive content, shall be handled as 'last on, truck-to-ship' or 'first off, ship-to-truck' with prompt removal from the premises. No Vessel having more than 50 lbs. of 1.3 explosive will enter the Port of Houston. Explosives IMCO Class 1.4, 1.5 (not to include fireworks) will be handled 'truck-to-ship' or 'ship-to-truck' as above. Explosives will not be left overnight at any facility at the Port of Houston.

All hazardous cargo containers shall be stored on chassis, but the following categories may be grounded in the Yard Park without segregation, upon approval by the Terminal Manager.

- a. All dangerous goods in limited quantity;
- b. All class 9 miscellaneous materials (see 49 CFR parts 171-180);
- c. All class 2.2 non-flammable gas and
- d. Other cargo on a case by case basis, excluding always products listed in 49 CFR 176.83(b).

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**Section 3:** HANDLING/STORAGE OF BREAKBULK AND BULK HAZARDOUS CARGO.

Red Label (Flammable Gas, Class 2, Flammable Liquid, Class 3), Poison Gas Label (Class 6), Yellow Label (Organic Peroxide Class 5), and Spontaneously Combustible materials shall not be placed in the sheds or warehouse. Such labeled commodities may be delivered to open wharves only after ship is in Port and then limited in quantity. (For the purpose of this Section, 'Red Label' is defined as a commodity having a Flash Point of 99 degrees F (37.2 degrees C) or below.) Poison Label (Class 6), materials may be placed in the shed or warehouse but extreme caution should be exercised particularly in the proximity of grain, coffee or other food items. Red/White striped (Flammable Solid Class 4) Yellow (Oxidizer, Class 5) and Black/White (Corrosive Label Class 8) may be stored in the warehouse. Explosives IMCO Class 1.1, 1.2, 1.3 and fireworks, regardless of class will not be handled at the Port of Houston whether loading, discharging or in transit. Explosives IMCO Class 1.4, 1.5 (not to include fireworks) will be handled 'truck-to-ship' or 'ship-to-truck' as above. Explosives will not be left overnight at any facility at the Port of Houston.

Bulk Ammonium Nitrate in any mode of packaging or transportation is strictly prohibited. The shipping of radioactive material (Class 7) is limited to Low Specific Activity (LSA) N.O.S. and must meet shipping and handling requirements of the International Maritime Dangerous Goods (IMDG) Code or 49 CFR, Parts 171-180.

**SUBRULE NO. 073 – Arrangements for Berth**

**Original**

1. Vessels desiring a berth at the wharves shall, so far in advance of the date of docking as possible, file a Berth Application and Acceptance of Financial Responsibility form specifying the date of docking, sailing, and the nature and quantity of cargo to be handled; application for berth to be made to the Director of Port Operations. As a part of its application for berth, the Vessel shall advise the Port Authority of the protection and indemnity association (P & I Club) which affords the Vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage.
2. Berth assignments will be made to achieve maximum utilization of the Port of Houston Authority's facilities. Any berthed Vessel wanting to disable its engine or to take any other action that would affect its ability to maneuver properly or impede its ability to vacate its berth must request permission verbally and in writing no later than 24 hours prior to commencing such action; the Port Authority in its reasonable discretion may disallow such action as necessary to achieve maximum utilizations of its facilities. A berthed Vessel must inform the Port Authority immediately upon finding that it is unable to maneuver properly or is otherwise impeded in its ability to vacate its berth.
3. Whenever there are other Vessels waiting to load or unload cargo at any dock, a Vessel already in berth will work overtime at its own expense when requested to do so by the Director of Port Operations or his designee. Any Vessel refusing to work overtime at Vessel's expense shall, at Vessel's expense, vacate the berth on order of Director of Port Operations or his designee. The berth shall then be assigned to the next awaiting Vessel which is agreeable and willing to work cargo on overtime. The Vessel ordered to vacate a berth for refusing to work cargo on overtime will be reassigned to the berth when next vacant ahead of other waiting Vessels (a) when said Vessel is either willing to work overtime, or (b) when, in the opinion of the Director of Port Operations or his designee, there is no further need for overtime work. Any vessel failing to vacate its berth when so ordered for failure to work overtime shall be subject to all of the charges, expenses, and consequences set forth in [Subrule No. 074](#) hereof.

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**SUBRULE NO. 074 – Vessels Required to Vacate Berth**

**Original**

1. The Port Authority may order a Vessel to vacate a berth, to change berths, or to shift position at a wharf when (1) the Vessel refuses to work overtime at its own expense when directed to do so by the Director of Port Operations or his designee (as provided in [Subrule No. 073](#)); (2) the Vessel is not actually engaged or is no longer engaged in loading or discharging cargo; (3) another Vessel holding an agreement granting the preferential use of that berth at that time presents itself at the berth; (4) the Vessel's presence presents a potential hazard to the berth, the Port Authority's facilities, or the property or persons of others; (5) the Vessel is performing shipyard maintenance or repair or the Vessel's maneuverability is impaired; or (6) there exists any other cause that in the reasonable discretion of the Port Authority requires the berth to be vacated.
2. The Port Authority may, in its discretion, refuse the use of any facility of the Port Authority to the Vessel until all additional dockage charges, fees, expenses and liabilities have been paid by the Vessel. An order to vacate shall be given on reasonable notice but not less than four hours' time shall be allotted for the Vessel to vacate the berth. Any Vessel failing to vacate its berth within the time ordered shall be subject to payment of additional dockage charges at the rate of \$5000 per hour or fraction thereof. If legal action is required to remove any Vessel which fails to vacate a berth when so ordered by the Port Authority, the Vessel shall be liable for, and shall pay, all legal expenses, including reasonable attorneys' fees.

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**SUBRULE NO. 075 – Rental of Container Handling Equipment**

**Original**

1. General

All renting or use of machinery or equipment on Port Authority property by User shall be upon and subject to the following conditions and charges, the renting or use of which shall constitute an agreement with the Port Authority to pay such charges and be bound by such conditions.

2. Condition of, and Responsibility for Leased Equipment

Port Authority machinery or equipment is presumed to be in good operating condition when turned over to User; but Port Authority does not warrant the mechanical condition thereof. Subject to [Subrule No. 092](#), Port Authority will not be responsible for delays caused User by breakdown of equipment, by shut-off of electric current or other causes. Port Authority reserves the right to stop operation of its machinery or equipment at any time to make repairs that appear to be necessary.

By receiving possession thereof, User of Port Authority's machinery or equipment agrees that upon termination of the period of use it will be returned to Port Authority in the same condition as when received, ordinary wear and tear alone accepted.

3. Responsibility for Damages

When Port Authority machinery or equipment is turned over to User, it is under User's supervision, direction, and control, and User assumes sole responsibility and liability for injury to or death of any person (including the agents, servants, representatives, and/or employees of Port Authority), or injury or damage to or destruction of any property (including property of Port Authority or belonging to any persons), incident to, arising out of, or connected with User's possession, use, or operation of such machinery or equipment, and User shall indemnify and save harmless the Port Authority from and against any and all liability for or in respect of User's possession, use, or operation of such machinery or equipment. The grant of an application by a User for third party billing as provided in Subrule No. 056 of this tariff shall not alter in any way the liabilities set forth herein..

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**PORT OF HOUSTON  
TARIFF NO. 14**

**Section Two: General Rules and Regulations**

**Page No. 31**

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**SUBRULE NO. 075 – Rental of Container Handling Equipment (Continued)**

**Original**

4. Use of Privately-Owned Machinery and Equipment

The use of privately-owned machinery or equipment (other than tractors, dollies, lift trucks or the like of stevedores regularly operating on Port Authority property) on Port Authority property shall not be permitted except by special permission of the Port Authority which will regulate its use and establish the conditions and charges which shall be imposed by the Port Authority for the use of its tracks, wharves or any and all other property.

5. Containers Loaded in Excess of Rated Capacity

The Rates, Rules, Regulations and Charges published in this section of this tariff ARE NOT applicable to Standard Seagoing Containers loaded in EXCESS of their Rated Capacity. The Port Authority will not permit its mechanical equipment (designed for movement or carriage of containers) or its container cranes to be used in any way to lift, move or transport a container which is loaded in excess of the container's rated capacity. Should the equipment or crane be used to lift, or 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 damage, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.

6. Computation of Rental Charge

- a. Charge for rental of machinery or equipment shall begin when the equipment is ordered and shall end when the equipment is turned back to the Port Authority. When equipment is ready but is not used, called for or ordered out, charge shall begin at the time the equipment is specified to be ready. Straight time and overtime periods are defined herein.
- b. Standby charge of one-half applicable rental rate applies to equipment made idle by rainfall or other weather condition.
- c. Credit for breakdowns occasioned by mechanical failure of Port Authority equipment when not due to misuse, abuse, over-loading or fault of User, shall be cumulated and allowed daily on each piece of equipment on 5 consecutive minute periods. No credit shall be allowed for less than 5 consecutive minute periods

7. Latest Ordering Time

- a. 1630 hours the preceding day for 0700 - 0800 hours start the next day.
- b. 0730 hours the same day for 1000 hours start.
- c. 1030 hours the same day for 1300 hours start.
- d. 1530 hours the same day for 1900 hours start.

Cancellations will not be accepted after the "Latest Ordering Time" and minimum charges will be applicable.

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**SUBRULE NO. 076 – Terminal Management**

**Original**

Conflicts in berth assignment, allocation of container yard space, allocation of yard equipment, assignment of wharf cranes and other matters relating to management and operation of the terminal shall be resolved at the sole discretion of the terminal's General Manager or his designee.

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**PORT OF HOUSTON  
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**SUBRULE NO. 085 – Throughput Charges**

**Original**

**Please note:** Throughput rates are defined in [Subrule No. 094](#) and Wharfage rates are defined in [Subrule No. 157](#).

1. Loaded Container, Import: Unload from stevedore trailer into Yard Park and load to road carrier, or receive/deliver as wheeled unit, including inspection/interchange of container and chassis..... Applicable Throughput Charge
2. Loaded Container, Import By Road: Loaded containers received from road carrier as Import and delivered to road carrier, including inspection/ interchange of container and chassis..... Applicable Throughput Charge and Wharfage Charge
3. Loaded Container, Export: Unload from road carrier into Yard Park and load to stevedore trailer, or receive/deliver as wheeled unit, included inspection/interchange of container and chassis..... Applicable Throughput Charge
4. Loaded Containers, Export Redeliver, Loaded containers received for export and redelivered to road carrier, including inspection /interchange of container and chassis.....Applicable Throughput and Wharfage Charge

Note 1: No hazardous units will be grounded in Yard Park. Hazardous units must remain on chassis. Refer to [Subrule No. 072](#) for further clarification regarding hazardous units.

Note 2: Out of gauge cargo will not be grounded in the Yard Park. All out of gauge cargo will remain on chassis.

Note 3: Flatracks with the sides in the upright position will not be grounded in the Yard Park. Only bundled flatracks and platforms will be grounded.

Note 4: The steamship line that is the Vessel operator for each container Vessel calling at Port Authority container terminals to discharge containers must provide a Baplie for the calling Vessel. Designation of containers in the Baplie as loaded or empty shall govern whether the containers are handled as loads or empties in the container yard and handling services for such containers shall be billed at the applicable rates for loaded or empty containers.

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**SUBRULE NO. 086 – Throughput Charges – Empty Container Receipt and Delivery  
Into or Out of Yard Park**

**Original**

**Please note:** Throughput rates are defined in [Subrule No. 094](#) and Wharfage rates are defined in [Subrule No. 157](#).

Empty Containers Staged on Chassis or Ground:

- From Vessel to Yard Park .....Applicable Handling Charge
- From Yard Park to Vessel .....Applicable Handling Charge
- From Road to Yard Park, including inspection/interchange of container and chassis .....Applicable Handling Charge
- From Yard Park to Road, including inspection/interchange of container and chassis .....Applicable Handling Charge

No assessment of empty Throughput Charge will be made for the interchange into or from the Yard Park or Empty Pile on the following empty containers on which the Throughput Charge has been paid: (1) those empty containers stripped of import cargo at the Roll-On/Roll-Off Transit Shed; and (2) those empty containers delivered to the Roll-One/Roll/Off Transit Shed for stuffing with export cargo.

Note 1: Specific Empty – Each empty container when ordered by specific container number will be charged an additional \$45.90 per unit when any one of the following conditions exists:

- 1) A booking calls for the empty units by specific numbers
- 2) The empty unit is grounded
- 3) The empty unit is not a tank

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TARIFF NO. 14**

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**SUBRULE NO. 086 – Throughput Charges – Empty Container Receipt and Delivery  
Into or Out of Yard Park – (Continued) Original**

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- Note 2: Chassis transporting two 20' units will be invoiced for each unit.
- Note 3: The Terminal has a limited capacity to accommodate empty containers on chassis. Use of this limited capacity will be at the discretion of the Terminal Manager.
- Note 4: No hazardous units will be grounded in Yard Park. Hazardous units must remain on chassis. Refer to [Subrule No. 072](#) for further clarification regarding hazardous units.
- Note 5: Flatracks with the sides in the upright position will not be grounded in Yard Park, only bundled flatracks and platforms will be grounded.
- Note 6: Only upon approval by the Terminal Manager, for stuffing and stripping operations empty containers may be stored in the limited space available in the RO/RO area; such operations shall be performed only by BCT authorized freight handlers.

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**SUBRULE NO. 087 – Empty Containers Received / Delivered to RO/RO or BCT  
Private Container Yards (Ship Operations) Original**

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1. Discharged from Vessel to User's chassis and delivered direct to Roll-on/Roll off Staging Area as part of stevedore operation without inspection and interchange by terminal operator ..... \$0.00 per Container
  2. Delivered to Vessel on User's chassis directly from Roll on/ Roll Off staging area and loaded to Vessel as part of stevedore operation without inspection or interchange by terminal operator ..... \$0.00 Per Container
  3. Discharged from Vessel to User's chassis and removed immediately from the confines of Barbour's Cut Terminal as part of stevedore operation without inspection or interchange by Terminal Operator.....\$0.00 Per Container
  4. Arriving on the terminal from BCT private empty yards and going directly to the Vessel for loading as part of the stevedore operation without inspection or interchange by Terminal Operator ..... \$0.00 Per Container
- Note 1: The Terminal Manager shall be provided in advance of discharge or loading a listing of containers to be handled under 1, 2, 3, and 4 above.
- Note 2: All empty containers handled under 1, 2, 3, and 4 above will be assessed wharfage. (See [Subrule No. 157](#))

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**SUBRULE NO. 088 – Transshipments, Restows, and Empty Chassis Original**

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**TRANSSHIPPED CONTAINERS:** Loaded containers that have been discharged off one Vessel to load to another Vessel, whether they remain wheeled or have been grounded in Yard Park, and reloading to stevedore chassis or delivered as a wheeled unit without inspection for interchange by Terminal Operator .....  
..... \$74.45 Per Container

- Note 1: Tariff wharfage charges will apply to discharging Vessel.
- Note 2: There is a rehandle charge to move transshipped units from the import pad to the correct export pad.
- Note 3: Transshipped containers must be declared prior to discharge from the Vessel.

**RESTOWS:** Unload from stevedore trailer into Yard Park, and load from Yard Park onto stevedore trailer for reloading to the same Vessel, without inspection or interchange by Terminal Operator ..... \$52.77 Per Container

- Note 1: Restows that have been stored on chassis and restows that have been placed on the dock will not be charged a restow charge.
- Note 2: Tariff wharfage charges do not apply. [Return to Table of Contents](#)

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TARIFF NO. 14**

**Section Four: Freight Handling and Wharfage**

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**SUBRULE NO. 088 – Transshipments, Restows, and Empty Chassis - (Continued)**

**Original**

EMPTY CHASSIS:

1. Delivered to or picked up from terminal without transporting container, including inspection and interchange..... \$24.82 per Chassis
2. Delivered to or picked up from terminal by BCT private empty yards or BCT freight handlers without transporting container ..... \$0.00 per Chassis

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**SUBRULE NO. 089 – Gate Operations and Charges**

**Original**

1. Normal gate hours for trucks entering the terminal are from 7:00 a.m. to 5:00 p.m. on Monday to Friday, excluding Holidays. Users shall not pay gate hour charges when vehicles enter the terminal during normal gate hours. Additional charges to normal throughput charges shall be applicable if vehicles are permitted to enter the terminal at hours other than normal gate hours, under the terms and conditions set forth herein.
2. Late afternoon gate hours for trucks entering the terminal are from 5:00 p.m. to 6:00 p.m. on Monday to Friday, excluding Holidays. Vehicles shall be permitted to enter the terminal during late afternoon gate hours for the purpose of delivering or receiving containers, provided that the terminal manager is given notice no later than 4 p.m. of the same day. The User who had requested the late afternoon gate opening shall be invoiced for, and shall pay, the full cost (based on overtime labor rates) plus 20% thereof for one full hour.
3. Extended gate hours are for no less than a four hour period, occurring anytime on Saturday, Sunday, and/or Holidays and/or from 7:00 p.m. to 7:00 a.m. during all other days. Users requesting extended gate hours must adhere to the following:
  - a. Vehicles shall be permitted to enter the terminal during extended gate hours for the purpose of delivering to, or receiving containers from, one Vessel, provided that it shall identify the Vessel in requesting the extended gate hours, and provided that the terminal manager is given notice no later than 4 p.m. of the day before a Saturday, Sunday, and/or Holiday and 4 p.m. of the same day if Monday to Friday.
  - b. If no less than 50 containers are delivered and/or received during any four hour period and/or, if hours in excess of four hours are utilized, no less than a number proportionate to 50 for the excess hours is delivered and/or received, then the User who had requested the late afternoon gate opening shall be invoiced for, and shall pay, a cost which is based upon the difference between straight time labor cost and overtime labor cost plus 20% of such difference.
  - c. If less than 50 containers are delivered and/or received during any four hour period and/or, if hours in excess of four hours are utilized, less than a number proportionate to 50 for the excess hours is delivered and/or received, then the User who had requested the late afternoon gate opening shall be invoiced for, and shall pay, the full cost (based on overtime labor rates) plus 20% thereof.

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PORT OF HOUSTON  
TARIFF NO. 14

**SUBRULE NO. 090 - Additional Services**

**Original**

1. U.S. Customs and Border Protection non-intrusive container examination, Agriculture inspection including use of PHA chassis ..... \$89.15 per unit
2. Electrical power supplied to refrigerated containers ..... \$26.25 per unit per day

**Note: PHA does not provide refrigerated container monitoring or plug in services. These services are provided by outside vendors.**

3. Rehandling of loaded or empty containers after location to point of rest in Yard Park ..... \$52.11 per unit
4. Out of gauge swings ..... \$104.09
5. One way dray for loaded or empty container to/from BCT rail ramp and BCT container yard..... \$51.82 per unit
6. Drayage of an empty chassis one way within the confines of the Terminal ..... \$26.25 each
7. PHA chassis for intra-terminal moves:

It is the User's responsibility to provide chassis for intra-terminal moves. However, at the User's request and upon availability the Port will use PHA chassis for the following rates:

- Rail Dray ..... \$16.77 per container
- Fumigations ..... \$16.77 per container per day
- Swings ..... \$16.77 per container per day

8. Intermodal Containers: Loaded or empty, import or export, moving non water via the Barbours Cut Ramp Point. Including interchanges and dray to or from the Barbours Cut Ramp Point ..... \$164.45 per unit
9. Apply placards to containers after location to point of rest in Yard Park ..... \$29.24 per unit
10. Rail Ramp Gate Fee: All containers not routed through the Barbours Cut Marine Terminal may be picked up or dropped off directly at the Rail Ramp by inland carrier ..... \$26.25 per unit

**Note: To use this option, the responsible Railroad or Individual Steamship Line must receive clearance from the Port Authority's Terminal Manager, establish billing responsibility, identify the cargo and arrange for chassis, all prior to arrival of containers.**

**SUBRULE NO. 091 – Water Charge**

**Original**

Water will be supplied to Vessels, through hoses provided by the Vessel, at a charge of \$6.39 per 1,000 gallons plus a service charge as follows:

- 8 a.m. to 5:00 p.m. Monday through Friday except Holidays ..... \$44.69  
(See [Subrule No. 014](#) for list of Holidays)
- At all other times..... \$63.97

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**PORT OF HOUSTON  
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**SUBRULE NO. 092 – Equipment Rental**

**Original**

**WHARF CRANES:**

Operator furnished by User, electricity and maintenance furnished by Port Authority..... \$717.24 per hour  
**Does not include tax.**

Note 1: There are no minimum rental requirements. Fractional hours are billed in increments of five minutes, and any time in excess of said five minutes shall be rounded up to the next five minute increment.

**GANG DETENTION EXPENSES:**

1. The Port Authority will not credit the first half hour of gang detention expenses, whether continuous or cumulative.
2. After the first half-hour of gang detention, the Port Authority will credit, upon application, the steamship line's account at the rate of \$104.17 per five minute increment for each five minute increment of each gang which is eligible for a credit for gang detention expenses. Any time in excess of a five minute period which is not a full five minutes will not be credited. The time for each container gang which is entitled to credit for gang detention expenses shall be computed separately and shall not be cumulated. All applications for gang detention must be received within six months of Vessel completion. Applications received after six months will be denied.
3. No credits will be given for (1) Wharf Crane failure brought about by abuse by the User of the Wharf Crane; (2) Yard Crane failure, yard congestion, or other operational terminal delays; (3) Area power failures; or (4) Acts of God.

**YARD TRACTOR AND CHASSIS:**

Operator furnished by User, maintenance and fuel furnished by Port Authority. (See Notes 1 & 2)

When equipment is available:

Rental rate includes yard tractor and chassis as one unit..... \$41.57 per unit per hour  
Yard Tractor Only ..... \$32.90 per unit per hour  
Chassis Only ..... \$8.61 per unit per hour  
Mafi attachment..... \$14.41 per unit per hour

Note 1: Billing is based on one-hour minimum and rounded off to next full hour of usage.

Note 2: Damage of equipment arising out of neglect, improper use, or abuse will be repaired by Port Authority and the cost of the repair, plus 20% will be for the account of and billed to the User.

Note 3: All equipment rentals subject to sales tax.

**LIFT TRUCK WITH TOP ATTACHMENT:**

Operator furnished by User, maintenance and fuel furnished by Port Authority.

Loaded container lift machine with top attachment ..... \$210.95 per hour  
Empty container lift machine with top attachment ..... \$158.54 per hour  
Billing based on one-hour minimum and rounded to next full hour.

**Note: All equipment rentals subject to sales tax.**

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PORT OF HOUSTON  
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**SUBRULE NO. 092 – Equipment Rental - (Continued)**

**Original**

**Equipment Yard Slot Rental**

Licensed Barbour's Cut Terminal Stevedores, Freight Handlers, and/or Equipment leasing companies with demonstrated service may lease slots in the Barbour's Cut Terminal equipment storage yard for the storage of stevedore trucks, chassis, gear boxes, fuel trucks, and similar equipment. Space is limited and assignments will be approved subject to terminal needs at the discretion of the Terminal Management.....  
..... \$23.39 per slot per month

**80 TON CAPACITY MOBILE CRANE:**

Operator, maintenance and fuel furnished by Port Authority

	<u>Straight Time</u>	<u>Overtime</u>
Two Part Line.....	\$264.62 per hour .....	\$314.56 per hour
Four Part Line .....	\$299.09 per hour .....	\$347.44 per hour

**Minimum Charge:** Ninety minutes straight time at hook.  
Three hours overtime at hook

Note 1: Fractional hours are billed in increments of fifteen minutes, and any time in excess of said fifteen minutes shall be rounded up to the next fifteen minute increment.

Note 2: All equipment rentals subject to sales tax.

**RTG CONTAINER CRANE**

When available, an RTG container crane shall be rented at \$310.22 per unit per hour. There are no minimum rental requirements. The costs for fractional hours shall be calculated in the same manner as set forth above for Wharf Cranes.

**SUBRULE NO. 093 – Free Time; Demurrage; and Booking Roll / Storage Charges**

**Original**

**FREE TIME FOR EMPTY CONTAINERS**

Empty containers, whether on chassis or grounded in the Yard Park, shall be charged storage according to the following formula:

Sum of daily empty inventory for the month/sum of all empty moves (PHA gate and Vessel) for the month = Average Utilization Days

Any time Average Utilization Days for the month exceeds 7.0 days storage will be applied according to the following formula:

Sum of all empty moves (PHA gate and Vessel) x 7.0 days = Maximum Free Utilization Days  
Sum of daily inventory for the month - Maximum Free Utilization Days = Storage Days Owed  
Storage Days Owed x \$6.63 = Empty container storage amount for month

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**PORT OF HOUSTON  
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**Section Four: Freight Handling and Wharfage**

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**SUBRULE NO. 093 – Free Time, Demurrage; and Booking Roll / Storage Charges – (Continued)      Original**

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Note 1: For the first three months that existing steamship lines qualify under this plan, storage charges will apply only when a steamship line's empty container **Average Utilization Days** exceed 14 days.

Note 2: For the purpose of free time for empty containers, individual container numbers are not tracked and cannot be provided.

**EMPTY CONTAINERS - LIMITED SPACE POLICY**

In view of the limited space for storing empty containers, utilization of such space will be strictly under the direction and control of PHA terminal management. All steamship lines seeking to place empty containers on the terminal for storage must request permission from the Terminal Manager or Operations Manager prior to arrival of the containers.

**COMPUTATION**

For the purposes of computing free time, demurrage, and storage, Saturdays, Sundays and Holidays shall be included in the same manner as weekdays.

**FREE TIME FOR LOADED IMPORT CONTAINERS**

Loaded import containers shall be stored free of charge for seven (7) days, except that any unit requiring delivery and receipt to authorized Barbours Cut Terminal freight handler for U. S. Customs examination and/or any unit requiring USDA inspection shall be stored free of charge for an additional three (3) days for a total of ten (10) days. Free time will begin with the first 7:00 a.m. after receipt.

**DEMURRAGE RATES FOR LOADED IMPORT CONTAINERS**

After expiration of free time, any container 20' in length will be charged \$24.09 per day.  
After expiration of free time, any container 40' in length or greater will be charged \$48.19 per day.

**IMPORT DEMURRAGE CREDIT**

Any occurrence which results in the Port Authority's inability to provide container services for 24 consecutive hours or more will result in a demurrage credit of one day, upon application, to the steamship line's account for affected loaded containers. Additional credit(s) shall be given if the closure or other occurrence continues for any further 24 consecutive hour periods. All applications for demurrage credit must be received within six months of the occurrence. Applications received after six months will be denied. (When applying for credit, the individual steamship line must include Vessel name, voyage number, date of occurrence and type of occurrence).

**BOOKING ROLL/STORAGE FEE FOR EXPORT CONTAINERS**

Loaded export containers delivered to the terminal more than seven (7) days ahead of their Vessel's expected arrival date will not be accepted into the terminal. Export containers will be assessed a booking roll fee of \$134.93 per unit any time a unit has been stored for greater than seven (7) days and is rolled to a different Vessel. Additional booking roll fees of \$134.93 per unit shall be assessed each time the container storage has exceeded the preceding seven (7) days period of storage. The initial seven (7) day period will begin with the first 7:00 a.m. after receipt. Loaded export containers will also be assessed a rehandling charge (see [Subrule No. 090](#)) whenever a unit already received into the terminal is rolled to a different liner service and requires repositioning in the terminal.

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**PORT OF HOUSTON  
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**SUBRULE NO. 093 – Free Time, Demurrage; and Booking Roll / Storage Charges – (Continued)      Original**

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BOOKING ROLL/STORAGE FEE FOR TRANSHIPPED CONTAINERS

Prior to discharge, transhipped containers must be booked for the next Vessel scheduled to call at the terminal in the appropriate liner service. Once transhipped containers have landed, booking roll/storage fees will be assessed in the same manner as loaded export containers.

FREE TIME FOR EMPTY CHASSIS

Empty chassis shall be stored without charge. Space is limited and each Individual Steamship Line's daily allocation of empty chassis allowed on terminal will be at the discretion of the Terminal Management. Only chassis provided by Individual Steamship Lines will be stored on terminal.

DAMAGED EQUIPMENT POLICY

Storage of containers or chassis with major damage will not be permitted. Owners of such equipment will be notified in writing that they have five (5) days to repair or remove the equipment. If after proper notification the equipment still remains on the facility in a damaged condition, a storage charge of \$11.70 per day will be levied until the equipment is repaired/removed.

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**SUBRULE NO. 094 – Throughput Charges      Original**

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Individual Steamship Lines shall pay throughput charges for loaded and empty containers moving through Barbours Cut Terminal at the following rates.

**Loaded Throughput Charge  
\$92.47**

**Empty Throughput Charge  
\$36.99**

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**PORT OF HOUSTON  
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**SUBRULE NO. 095 – Shed and/or Wharf Use Hire Dockage Rates  
on Vessels Engaged in All Trades**

**Original**

1. Applicability of shed and/or wharf use hire charge. Shed and/or wharf use hire shall be applicable as a one time only charge when Vessels load or discharge non-containerized cargo of 100 tons or more and utilize the wharf and/or one or more sheds for the assembly or distribution of such cargo. Shed and/or wharf use hire shall not be charged to either Barbours Cut Terminal Container Liner Services or Barbours Cut Terminal Container/RORO Liner Services calling at least once a month.
2. Amount of Shed and/or Wharf Use Charge. The amount of the shed and/or wharf use charge shall be equivalent to the first day's dockage charge.
3. Applicability and Amount of Dockage Charges. Dockage charges are applicable on all Vessels, and the daily rates are set forth in the table below. The rate to be applied will be determined by multiplying the Length Overall (LOA) in feet by the rate in cents per foot or per meter. The table establishes the dockage charge per 24 hour day and the minimum charge shall be one day; for periods in excess of one day see notes below. If there are differences in rounding between dockage in feet versus dockage in meters, the charge for dockage in feet shall prevail. The computation of rates is subject further to all of the provisions set forth below in subparagraphs (1) through (4) and (a) through (d).

<b>Dockage Based on Length in Feet</b>		
<b>LOA Equal or Over Feet</b>	<b>LOA Less than Feet</b>	<b>Rate Per Foot</b>
0	200	\$2.64
200	300	\$3.18
300	350	\$3.18
350	400	\$3.57
400	450	\$4.69
450	500	\$4.84
500	550	\$6.46
550	600	\$6.57
600	650	\$7.50
650	700	\$7.63
700	800	\$9.74
800	900	\$11.70
900	And Over	\$14.00

<b>Dockage Based on Length in Meters</b>		
<b>LOA Equal or over Meters</b>	<b>LOA Less than Meters</b>	<b>Rate Per Meter</b>
0	60.96	\$8.67
60.96	91.44	\$10.41
91.44	106.68	\$10.41
106.68	121.92	\$11.70
121.92	137.16	\$15.35
137.16	152.40	\$15.86
152.40	167.64	\$21.19
167.64	182.88	\$21.58
182.88	198.12	\$24.56
198.12	213.36	\$25.04
213.36	243.84	\$31.96
243.84	274.32	\$38.39
274.32	And Over	\$45.88

**When there are minor differences in rounding between dockage in feet versus dockage in meters, the charge for dockage in feet shall prevail.**

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**PORT OF HOUSTON  
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**SUBRULE NO. 095 – Shed and/or Wharf Use Hire Dockage Rates  
on Vessels Engaged in All Trades - (Continued)**

**Original**

- a. After the first period of twenty-four hours, any period of berth occupancy of twelve hours or less will be billed at one-half of the first period's date.
- b. Dockage assessment for the third twenty-four hour period will be at ninety percent, fourth twenty-four hour period will be at seventy-five percent, fifth twenty-four hour period at sixty percent, sixth and succeeding twenty-four hour periods of uninterrupted berth occupancy at fifty percent of applicable rates set out above.
- c. Long-term dockage rates will be handled in each case by the Executive Director, upon application in advance.
- d. To reduce night transits on the Houston Ship Channel and enhance safety, Vessels will be allowed to dock without charge from 1800 hours to 0600 hours. However, if Vessel cargo operations begin before 0600 hours, then normal dockage charges will apply starting at the docking time. If no Vessel cargo operations begin before 0600 hours, then dockage charges begin at 0600 hours.

**1. Charges**

Dockage shall be charged on the overall length of the Vessel as shown in Lloyd's Register of Shipping. If length is not shown in Lloyd's Register, the Ship's Certificate of Register showing length will be accepted. In all cases, the Port Authority reserves the right to measure any Vessel when deemed by it to be necessary and to use such measurements as the basis of the charge. When necessary to measure a Vessel, the linear distance in feet shall be determined from the most forward point on the bow of the Vessel to the after-most part of the stern of the Vessel, measured as parallel to the base line of the Vessel.

**2. Shifting**

Dockage shall be charged on the basis of straight running time while at any wharf operated by the Port Authority. Shifting of a Vessel (except barges) from one wharf to another, when both wharves are operated by the Port Authority, will not interrupt the straight running time.

Shifting is to be considered as an occurrence in a single voyage. Departure from the Port for any period will constitute completion of the dockage period.

**3. Exemptions.**

Dockage shall not be charged on:

- a. Government Vessels visiting the Port of Houston as a part of celebrations, at the discretion of the Executive Director;
- b. Pleasure craft not carrying passengers for hire, docking solely to load or discharge passengers and promptly vacating berth, provided such charge is expressly waived by the Executive Director.

**4. Special Rules and Charges During Waterfront Strike or Work Stoppage of Waterfront Labor.**

When due to a general waterfront strike or work stoppage of waterfront labor engaged in handling cargo, a Vessel cannot move from berth, the dockage will be assessed at a rate of 60 percent of the normal applicable dockage rate per day during such strike or work stoppage.

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**PORT OF HOUSTON  
TARIFF NO. 14**

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**SUBRULE NO. 096 – Harbor Fee**

**First Revised, Effective Jan 12, 2010**

All Vessels entering the jurisdictional limits of the Port Authority, (See Subrule No. 047 of Tariff No. 8), except as provided in [Subrule No. 097](#) below, shall be assessed a Harbor Fee to assist in defraying the administrative expenses incurred by the Port Authority, as local sponsor of the Houston Ship Channel, relating to safety, fire prevention and suppression with the objective of preventing fires; aiding Vessels in distress; and aiding in the extinguishing of fire in Vessels and equipment and cargoes aboard such Vessels, upon wharves, and in other facilities in the harbor. Vessels leaving and reentering the jurisdictional limits of the Port Authority will be assessed additional harbor fees for each reentry.

Fee per Vessel

Vessel 100 feet and under 250 feet in length (excluding barges).....	\$264.00
Vessel 250 feet and over in length (excluding barges) .....	\$568.00
*Barges less than 350 feet in length .....	\$28.50
*Barges 350 feet and over in length, including integrated tug/barges of this overall length.....	\$551.00

\*This charge applies to loaded barges only, and will be assessed for each movement, including each movement to or from a barge fleeting area, within the jurisdictional limits of the Port Authority (See Subrule No. 047 of Tariff No. 8).

The harbor fee obligations of towing companies as more fully set forth in Tariff 8, Subrule 106 are applicable to all Tariff 14 Users. The fee is a charge for the Vessel owner, barge owner, disponent owner, operator and/or charterer of the Vessel or barge, and will be billed by the Port Authority against information supplied to the Port Authority by the towing company as set forth in Subrule No. 106 of Tariff No. 8.

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**SUBRULE NO. 097 – Vessels Exempted from Harbor Fee**

**First Revised, Effective Jan 12, 2010**

1. Government Vessels not engaged in carrying cargo, troops, or supplies.
2. Private, non-commercial pleasure craft.
3. Tugboats (exception not applicable to integrated tug/barges).

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**SUBRULE NO. 098 – Special Charges for Services**

**Original**

If any of the services in connection with fire prevention, suppression, and extinguishing, and aiding Vessels in distress, have been rendered by the Port Authority to Vessels exempt from the payment of harbor fees as provided in [Subrule No. 097](#) above, or have been rendered for the protection of bulkheads, piers, wharves, landings, approaches, buildings, appurtenances or other property owned by third persons, the cost of such services, plus 20% shall be charged to the Vessel or to said third person property owner.

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**SUBRULE NO. 099 – Fire or Water Damaged Cargo**

**Original**

Landing of fire or water damaged cargo on the facilities is a special operation, subject to special regulation by the Executive Director, and subject to charges listed below:

1. Dockage and shed and/or wharf use hire shall apply on all Vessels at regular tariff rates.
2. Electric current, A. D. T. service and water charges will be quoted by the Executive Director upon application for same.

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**PORT OF HOUSTON  
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**Section Four: Freight Handling and Wharfage**

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**SUBRULE NO. 099 – Fire or Water Damaged Cargo - (Continued)**

**Original**

3. Regular tariff charges for wharfage shall apply, subject, if applicable, to tariff provisions for cargo transshipped or reshipped.
4. Wharf demurrage rates, rules, and regulations set forth in [Subrule No. 100](#) will apply, except that after the expiration of the first seven-day period, the daily rate per ton for all subsequent days shall be double the daily rate per ton for each day of that first seven day period.
5. All car loading-unloading services will be performed at double the published tariff rate whenever the Party assigned the responsibility of providing loading and unloading service is called upon to pay double hourly rate for labor for the handling of damaged cargo.
6. All other services not covered by the regular tariff shall be subject to special contract.

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**SUBRULE NO. 100 – Free Time and Wharf Demurrage Charges for Container  
Freight Station and RO/RO Staging Area**

**Original**

The following Free Time and Wharf Demurrage charges shall apply to non-containerized cargo:

1. Computation

- a. Wharf demurrage charges will be calculated for the period that the property remains on the wharves and premises of the Port Authority.
- b. Saturdays, Sundays and Holidays will not be excluded in the computation of free time and wharf demurrage charges.
- c. Any fractional part of twenty-four (24) hours will be counted as one day.
- d. Any fractional part of one ton (2,000 lbs) will be counted as one ton.

2. Breakbulk Cargo NOT stuffed into Containers or Stripped from Containers

- a. Thirty days free time commences on the day cargo is placed on the premises and charges will be invoiced by individual bill of lading lots and will be billed at the end of the calendar month, or more frequently, if deemed desirable. A final invoice will be issued on removal of property.
- b. For Transshipped cargo, 30 days free time commences on the day the Vessel completes the discharge.
- c. Free time will not be allowed on cargo that is not transported to or from the jurisdiction of the Port Authority via Vessel.

3. Breakbulk Cargo Stuffed into Containers or Stripped from Containers

- a. *Inbound Cargo*. When inbound loaded containers are stripped within Port Authority jurisdiction and are taken to the Container Freight or Roll-On, Roll-Off Staging area, they will have five (5) days free time at said Station or Staging area which shall commence the day following the interchange of the container from the Port Authority to the Freight Handler. On the sixth day, and for every day thereafter, loaded container demurrage rates and charges published herein ([Subrule No. 093](#)) apply, and said rates and charges shall be billed to and paid by the appropriate Freight Handler. After inbound cargo is stripped from the container for the purpose of reloading to a truck or rail car, said cargo shall have thirty (30) days free time, commencing on the day following the stripping and placement at the point of rest. Wharf demurrage charges apply after the expiration of the free time period, and terminate the day before the day that the cargo is removed.

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**SUBRULE NO. 100 – Free Time and Wharf Demurrage Charges for Container  
Freight Station and RO/RO Staging Area - (Continued)**

**Original**

- b. Outbound Cargo. After outbound cargo is unloaded from a truck or rail car for the purpose of stuffing into a container, said cargo shall have thirty (30) days free time, commencing on the day following the unloading from truck or rail car to placement at the point of rest. Wharf demurrage charges apply after the expiration of the free time period, and terminate the day that the cargo is loaded into a container. When outbound loaded containers which have been stuffed and loaded within Port Authority jurisdiction are held at the Container Freight Station or Roll-On, Roll-Off Staging area, they will have five (5) days free time at said Station or Staging area which shall commence the day following the completion of the stuffing of the container. On the sixth day, and for every day thereafter, loaded container demurrage rates and charges published herein ([Subrule No. 093](#)) apply, and said rates and charges shall be billed to and paid by the appropriate Freight Handler.
  - c. Free time will not be allowed on cargo that is not transported to or from the jurisdiction of the Port Authority via Vessel.
4. Charges.
- a. Cargo remaining on premises after expiration of free time will be assessed wharf demurrage at the rate of fifty (50¢) cents per ton (2000 lbs.) per day.
  - b. Minimum charge shall be fifteen dollars (\$15.00).

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**SUBRULE NO. 101 – Vehicle Cargo Terminal Use Fee**

**Original**

Charges quoted herein are in addition to wharfage and such other charges as may accrue under terms of this tariff.

A charge of \$3.73 each applies to automobiles, trucks and utility vehicles.

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**SUBRULE NO. 102 – Tenant Assessment**

**Original**

The amount to be paid to the Port of Houston Authority as Landlord, under Section 6.08(b) of the Terminal 6 Lease Agreement, for dockage, wharfage, throughput and all the tariff charges for cargo handled exclusively at the leased premises by the Tenant from Vessels berthed exclusively at the Tenants Preferential Berth:

Loaded Containers (including discharged transshipments) ..... \$58.48 per container  
Empty Containers..... \$ 10.11 per container

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**SUBRULE NO. 103 – Portable Building and Cage Space Use Fee**

**Original**

A charge as follow will be assessed for portable building or cage space usage on terminal:

Office Space..... \$0.83 per sq. ft. per month  
Security Cage..... \$0.28 per sq. ft. per month  
Privately Owned Buildings..... \$0.47 per sq. ft. per month

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**PORT OF HOUSTON  
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**SECTION FOUR CONTAINS RATES, RULES, AND REGULATIONS CONCERNING FREIGHT HANDLING AND WHARFAGE AT BARBOURS CUT TERMINAL.**

**CERTAIN RATES, RULES, AND REGULATIONS PERTAINING TO CARGO WHICH ARE DESCRIBED IN PORT OF HOUSTON AUTHORITY TARIFF NO. 8, SUBRULE NO. 139 THROUGH SUBRULE NO. 144 ALSO APPLY AT BARBOURS CUT TERMINAL.**

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**SUBRULE NO. 115 – Handling, Loading, and Unloading of Freight at PHA Terminals Original**

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1. These regulations apply to the handling, loading, and unloading of import, export, intercoastal, coastwise, intracoastal and local cargo (hereafter, "freight handling") at the facilities designated below. These regulations are in addition to, and do not supplant, the "Freight Handling Assignment Agreement" referred to in paragraph 2 below.
2. No person shall engage in freight handling at the facilities designated below unless that person (a) has in effect a valid stevedoring license issued by the Port Authority and (b) has been assigned permission to operate as a freight handler at the designated facility. Each assignee shall execute a "Freight Handling Assignment Agreement" which sets forth in detail the duties and responsibilities of each of the parties thereto, provided that a licensed stevedore who has obtained verbal permission from the Executive Director of the Port Authority or his authorized designee may provide freight handling services at Barbours Cut Terminal and at the Turning Basin Terminals in designated areas without executing a Freight Handling Assignment Agreement. Permission to perform such services may be terminated at any time without notice by the Executive Director of the Port Authority or his authorized designee.
3. Any person holding a valid stevedore license may apply for a freight handling assignment at the facilities noted below. An assignment shall be made only if the Port Authority determines, in the reasonable exercise of its judgment, that the applicant is able to meet the minimum tonnage and revenue generation requirements and is fit and able to operate in a safe and financially and legally responsible manner. If the facility is presently assigned, any new assignment may begin only after the termination of the prior assignment. If there are competing applicants for the same facility, the Port Authority shall assign the facility to that applicant whom, in the reasonable exercise of its judgment, provides the greatest advantage to the Port Authority and most furthers its public purposes. Additionally the Port Authority may take into consideration in making this judgment any relevant information, including the method of operation of the applicant, safety record, financial responsibility, and record of adherence to legal requirements. In making these judgments, the Port Authority may require the applicant to submit relevant information. Unless specifically authorized by the Port Commission, no freight handling assignment shall be made unless the applicant guarantees specific tonnage, revenue and income to the Port Authority as set forth in the "Freight Handling Assignment Agreement" to be executed by the applicant. Final decisions with respect to the issuance of freight handling assignment shall be made by the Port Commission.
4. The Port Authority may determine to keep some facilities unassigned in order to facilitate general commerce. Such facilities may be temporarily assigned to a specific freight handler to accommodate one or more specific shipments. Such assignments when made may be reflected in a contract executed by the freight handler with the Port Authority or the freight handler may be merely required to remit to the Port Authority applicable tariff charges.
5. Standards of conduct and operation for all freight handlers.
  - a. All Freight Handlers and Stevedores shall be required to adhere to the rates, rules, and regulations of this tariff in providing their services to the public. Rates and charges relating to loading and unloading contained in Section Four of this tariff are maximum allowable rates which may be assessed. Freight Handlers are authorized to perform loading and unloading services at rates not to exceed the published maximum.
  - b. All freight handlers and stevedores shall perform their functions in a manner that guarantees the safety and cleanliness for each area, shed, or other facility used, and for each commodity handled, due regard being paid to the nature of such commodity.

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**PORT OF HOUSTON  
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**Section Four: Freight Handling and Wharfage**

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**SUBRULE NO. 115 – Handling, Loading, and Unloading of Freight at PHA Terminals - (Cont.)** **Original**

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- c. In stevedoring and handling United States Department of Agriculture (“USDA”) cargoes, all freight handlers and stevedores shall adhere strictly to the cleanliness and other applicable standards required by USDA, whose regulations apply to all USDA cargoes handled at the Port of Houston.
6. Consequences of Failure to Observe the Standards of Conduct and Operation for All Freight Handlers.
- a. Any freight handler failing to observe the standards of conduct and operation set forth above in paragraph 5b or 5c shall be deemed a “delinquent freight handler”.
    - 1. The delinquent freight handler shall be given notice by the Port Authority or by the individual steamship line, or its agents, or any other party who has an interest in the condition of the area, shed, or other facility, to commence remedying the condition immediately and to conclude the remedial operation with all deliberate speed.
    - 2. In the event the delinquent freight handler fails to proceed in the manner described in subparagraph (1) above, any party, including the Port Authority and any stevedore or other freight handler who assumes the duties of the delinquent freight handler with respect to the cargo or the area, shed, or facility, shall be entitled to:
      - a. Invoice the delinquent freight handler, or the owner of the cargo or its authorized agent for the full costs of assuming said duties, plus 20%, and
      - b. Additionally, invoice the delinquent freight handler, or the owner of the cargo or its authorized agent for all clean up or other necessary services rendered under the provisions of this or any other applicable tariff.
    - 3. All invoices rendered pursuant to subparagraph (2) above shall be paid promptly, provided that the delinquent freight handler or the owner of the cargo or its authorized agent shall be entitled to contest an invoice of a third party (that is, stevedore or other freight handler) with respect to necessity for the service or the amount charged, by written submission to the General Manager of the Port Authority, whose decision shall be final.
    - 4. Depending upon the nature and gravity of the delinquency and notwithstanding any other notice periods in this or other applicable tariffs or in any Freight Handling Assignment Agreement or Amendment thereto, the Port Authority may issue a notice of revocation of the freight handling assignment agreement or other authorizing document upon 15 calendar days’ notice. The delinquent freight handler shall be permitted to appeal the revocation within 10 calendar days of the notice of revocation by written submission to the General Manager, whose decision shall be final.
  - b. If any freight handler fails to observe any other requirements set forth in this or other applicable tariffs, such conduct may constitute grounds for revocation of a freight handling assignment at any time, subject to a 30 days’ notice requirement.
7. A freight handling assignment shall not be sold, transferred, assigned or otherwise used by anyone other than the assignee who is awarded the assignment. Any assignment shall automatically terminate on the date and time of any attempted sale, transfer, assignment or use of the assigned premises by another person or entity, unless the Port Authority has consented in writing thereto.

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**SUBRULE NO. 115 – Handling, Loading, and Unloading of Freight at PHA Terminals - (Cont.)** **Original**

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8. Any of the following shall constitute grounds for revocation of a freight handling assignment at any time, subject to a 30 days' notice requirement:
  - a. failure to achieve guaranteed tonnage or revenue which is not due to any acts or omissions of the Port Authority;
  - b. failure to timely pay all amounts owed the Port Authority;
  - c. attempt to transfer a freight handling assignment to another party without the written permission of the Port Authority; in which case the 30 days' notice requirement does not apply; or
  - d. expiration, termination or revocation of stevedoring license, in which case the 30 days' notice period may be shortened to coincide with the effective date of the expiration, termination, or revocation of the stevedore license.
  
9. Applicability of regulations to assigned facilities.
  - a. These regulations apply to Roll-on/Roll-off transit sheds Nos. 1 and 2 and designated adjacent open areas. The Port Authority will control at all times the circumstances and conditions pertaining to the loading and unloading of all cargo handled at these facilities as well as the maximum rates to be charged for all services pertaining thereto. It shall be the obligation of the assigned freight handlers to perform or have performed all loading and unloading services required as set forth in this tariff and Port of Houston Authority Tariff No. 8 subject to the rates, rules, and regulations as published in these tariffs and as specifically set out in the contract made and entered into by and between the Port of Houston Authority and the assigned freight handlers.
  - b. Roll-on/Roll-off transit sheds Nos. 1 and 2 and designated adjacent open areas are intended for the handling only of cargo shipped to or from Barbours Cut Terminal. In the event that the Port Authority accepts cargo at these sheds which is not shipped to or from Barbours Cut Terminal, the throughput charge, the export redelivery charge, and any other applicable charges shall apply.
  
10. Direct rail car or truck to ship and direct ship to rail car or truck.
  - a. Shipments, export or import, must have been booked for direct delivery to Vessel or land carrier. On import shipments, the customs broker's delivery instructions must specify "direct discharge" and, on export shipments, the freight forwarder's confirmation of booking must specify "direct loading." Copies of these orders must be provided to the Barbours Cut Terminal management.
  - b. Shipments, export or import, requiring a crane or cranes to transfer from land carrier to ship's rolling equipment (mafi, flat, flatrack, bolster, half high, pipe rack, etc.) or from ship's rolling equipment to land carrier, shall be considered, and treated as, direct delivery cargo.
  - c. Shippers and receivers requesting direct loading and direct discharge must coordinate with and have concurrence of the Vessel representative and stevedore, and all direct handling must be performed while the Vessel is occupying the working berth.
  - d. Freight Handling charges as set out in Tariff Nos. 8 and 14 are not applicable to shipments handled direct to or from Vessels, and such charges shall not be assessed.

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**Section Four: Freight Handling and Wharfage**

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**SUBRULE NO. 115 – Handling, Loading, and Unloading of Freight at PHA Terminals - (Cont.)** **Original**

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11. All freight handled by a freight handler at Barbours Cut Terminal will be charged one dollar and fifty-two cents (\$1.52) per Ton of cargo handled. This charge will not be applicable to rolling stock, self-loaded or self-unloaded cargo, or cargo received or delivered for which no loading or unloading services are performed by the freight handler. The freight handler will submit to the Port Authority, within ten (10) days following the end of each month a report summarizing tonnage and activity for the preceding month, including copies of all service work orders, consecutively numbered with all number to be accounted for.

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**SUBRULE NO. 116** **Original**

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Reserved

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**SUBRULE NO. 117 – Care, Custody, and Control of Cargo** **Original**

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The rates published in this tariff do not provide for, and the Port of Houston Authority does not accept care, custody and control of any cargo or other property.

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**SUBRULE NO. 118 – Receipts for Cargo from Steamship Companies** **Original**

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Steamship companies shall receipt daily for cargo placed on the terminal by Port of Houston Authority's designated freight handlers in their capacity as unloader of railroad cars, motor vehicles, or other conveyances delivering cargo to Port Authority transit sheds and wharves, and steamship companies shall be responsible for such cargo from time of placement on the terminal by the designated freight handlers.

Cargo placed on the terminal between 8:00 A.M. and 5:00 P.M. shall be receipted for promptly on the day it is unloaded, and prior to 6:00 P.M. Cargo placed on the terminal after 5:00 P.M. and prior to 8:00 A.M. shall be receipted for not later than the following 9:00 A.M.

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**SUBRULE NO. 119 – Consignment of Cargo** **Original**

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Shipments will not be accepted when consigned in care of wharves for consignees not located thereon.

The Port Authority will not undertake to accomplish Bills of Lading for shipments to the consigned shipper's order.

Inbound shipments in railroad cars will not be accepted by the User until berth space has been assigned to the Vessel to which the cargo is assigned.

Motor vehicles delivering cargo to the Port Authority wharves shall make prior arrangements for unloading.

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**SUBRULE NO. 120 – Rules Governing Receipt and Delivery by Trucks**

**Original**

Trucks delivering cargo to a transit facility must have instructions as to the Vessel berth to which the cargo is to be delivered prior to entering the transit facility. Trucks carrying cargo from a shipside facility must leave a copy of the Steamship Company receipt, properly signed, setting forth the commodity, number of packages, and weight of the load at the gate of exit from the Port Authority.

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**SUBRULE NO. 121 – Fuel Surcharge Calculation**

**Original**

For the purpose of offsetting variations in the price of diesel fuel, freight handlers will collect a fuel surcharge on all cargo that is subject to loading and unloading charges published in this Tariff in accordance with the following schedule.

Average national retail price for a gallon of diesel fuel	Fuel Surcharge Percentage
Less than \$2.00	0%
Equal to \$2.00 and less than \$2.25	1.75%
Equal to \$2.25 and less than \$2.50	2.00%
Equal to \$2.50 and less than \$2.75	2.25%
Equal to \$2.75 and less than \$3.00	2.50%
\$3.00 and Over	2.75%

1. The fuel surcharge is determined by the weekly average national retail price of diesel fuel published by the Department of Energy. The fuel surcharge is the percentage in effect on the day of loading or unloading of the freight.
2. The applicable percentage will be applied to freight handlers' invoiced loading and unloading charges.
3. The fuel surcharge is to be assessed in addition to all other applicable loading and unloading charges.

Exception 1: The fuel surcharge will not be applicable to cargo that is self-driven or self-loading or unloading.

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<b>LOADING, UNLOADING, AND WHARFAGE CHARGES</b>					
<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
<b>SUBRULE NO. 122</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
All commodities not otherwise specified.....		3182	2886	383	347
When unitized in units not exceeding 25 feet in length (will not apply where other specific unitized provisions are applicable) in a manner to permit handling by lift truck equipment:		See Specific Commodity Rate and Note 2			
<u>Weight per unit including pallet or skid:</u>					
227 kg. – 453 kg.....		2209	2004	See Specific Commodity Rate and Note 2	
500 lbs. – 999 lbs.					
454 kg. – 725 kg.....		2104	1909	See Specific Commodity Rate and Note 2	
1,000 lbs. – 1,599 lbs.					
726 kg. – 907 kg.....		1879	1705	See Specific Commodity Rate and Note 2	
1,600 lbs. – 1,999 lbs.					
907 kg. – 2,722 kg.....		1707	1548	See Specific Commodity Rate and Note 2	
2,000 – 6,000 lbs.					
Over 2,722 kg.....		1483	1345	See Specific Commodity Rate and Note 2	
Over 6,000 lbs.					
<b>All commodities heavy lift cargos ..... (Note 1)</b>		See Specific Commodity Rates		See Specific Commodity Rates	
All commodities not otherwise specified, in drums, when handled with drum handling attachment lift truck equipment:		See Specific Commodity Rates		See Specific Commodity Rates	
<u>Weight based on drum handling attachment capacity of two drums:</u>					
227 kg. – 453 kg.....		2282	2070	See Specific Commodity Rate and Note 2	
500 lbs. – 999 lbs.					
454 kg. – 725 kg.....		2155	1955	See Specific Commodity Rate and Note 2	
1,000 lbs. – 1,599 lbs.					
726 kg. – 907 kg.....		1852	1680	See Specific Commodity Rate and Note 2	
1,600 lbs. – 1,999 lbs.					
907 kg. – 2,722 kg.....		1686	1530	See Specific Commodity Rate and Note 2	
2,000 lbs. – 6,000 lbs.					
<b>Refer to Subrule No. 157 for container rates.</b>					

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<b>LOADING, UNLOADING, AND WHARFAGE CHARGES</b>					
<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
<b>SUBRULE NO. 122 (Continued)</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
<b>All commodities, heavy lift charges ..... (Note 1)</b>		See Specific Commodity Rates		See Specific Commodity Rates	
All commodities not otherwise specified, in woven polypropylene or other suitable shipping bags fitted with loops on top of bag in a manner to permit handling by lift truck equipment:					
Weight per unit including shipping bag:					
907 kg. – 2,722 kg.....		2076	1884	383	347
2,000 lbs. – 6,000 lbs.					
All commodities coming to rest on the wharves (exclusive of transshipment), received for Vessel or discharged from Vessel on wharf without prior or subsequent unloading/loading services will be assessed a charge of .27¢ cwt. for receiving or delivering cargo without loading and unloading.					
<b>Note 1:</b> If any package or piece in any shipment weighs more than 10,000 pounds, it shall be subject to the following changes per net ton which will apply <u>in addition</u> to the loading and unloading charges shown herein:					
Over 5 short tons and up to 20 short tons, inclusive ..... \$4.23					
Over 20 short tons and up to 35 short tons, inclusive ..... \$6.66					
Over 35 short tons and up to 100 short tons, inclusive ..... \$12.70					
Over 4.54 metric tons and up to 18.14 metric tons, inclusive ..... \$4.67					
Over 18.14 metric tons and up to 31.75 metric tons, inclusive ..... \$7.34					
Over 31.75 metric tons and up to 90.72 metric tons, inclusive ..... \$14.00					
<b>When there are minor differences in rounding between heavy lift charges in short tons and kilo tons, short tons shall prevail.</b>					
<b>Note 2:</b> When there is not a specific commodity wharfage charge provided in this tariff, us “All Commodities”, N.O.S.					
		<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Agricultural Implements (See <a href="#">Subrule No. 153</a> )					
<b>SUBRULE NO. 123</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Aircraft and Aircraft Parts .....					
		4007	3635	383	347
Automobiles (See <a href="#">Subrule No. 153</a> )					
<b>SUBRULE NO. 124</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Bottles, empty, in packages .....					
		3233	2933	383	347
<b>Refer to Subrule No. 157 for container rates.</b>					

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**PORT OF HOUSTON  
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<b>LOADING, UNLOADING, AND WHARFAGE CHARGES</b>					
<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
<b>SUBRULE NO. 125</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Bolsters, laden with cargo, including flats, platforms, flat racks, half high sand pipe racks:  Loading or unloading when handled as one unit by lift truck equipment, maximum weight thirty-four tons.....		92.57 per unit		See Specific Commodity Rates	
<b>SUBRULE NO. 126</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Brass or Bronze Viz.: Anodes, Bars, Blister, Bullion, Cakes, Cathodes, Ingots, Pigs, Precipitates, Residue, Slabs, Smelter, and Sulphate.....		1546	1403	383	347
<b>SUBRULE NO. 127</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Buildings, prefabricated, knocked down or otherwise, and section or parts thereof .....		3459	3137	383	347
Burlap (See <a href="#">Jute, Subrule No. 138</a> )					
<b>SUBRULE NO. 128</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Cocoa Beans, in bags .....		3156	2863	328	298
<b>SUBRULE NO. 129</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Coffee, Green in sacks.....		3042	2759	328	298
Unitized on customer pallets and discharged from the Vessel to the wharf.....		1586	1439	328	298
<b>SUBRULE NO. 130</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Copper, Viz.: Anodes, Bars, Blisters, Bullion, Cakes, Cathodes, Ingots, Pigs, Precipitates, Residue, Slabs, Smelter, and Sulphate..... When unitized in units not exceeding 10 feet in length in a manner to permit handling by lift truck equipment:		2593	2351	383	347
<u>Weight per unit including pallet or skid:</u>					
227 kg. – 453 kg.....		2018	1830	383	347
500 lbs. – 999 lbs.					
454 kg. – 725 kg.....		1824	1655	383	347
1,000 lbs. – 1,599 lbs.					
726 kg. – 907 kg.....		1626	1475	383	347
1,600 lbs. – 1,999 lbs.					
908 kg. – 2,722 kg.....		1626	1475	383	347
2,000 lbs. – 6,000 lbs.					
Over 2,722 kg.....		1277	1159	383	347
Over 6,000 lbs.					
<b>Refer to Subrule No. 157 for container rates.</b>					

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<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
<b>SUBRULE NO. 131</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Cotton: Cotton Linters; Cottonseed Hull Fibre Shavings or Second Cut Linters (square bales)		Per Bale 220		Per Bale 66	
<b>SUBRULE NO. 132</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Household Goods, Furniture, Personal Effects		3704	3360	383	347
<b>SUBRULE NO. 133</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Fruits, Citrus: When unitized in units weighing not less than 726 kilos (1,600 lbs.) per unit including weight of pallet or skid and in a manner which permits handling by lift truck equipment		1483	1345	302	274
Fruits, Fresh, Not otherwise specified		3373	3060	302	274
<b>SUBRULE NO. 134</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Agricultural Products/Milk, Non-Fat Dried In packages weighing not less than 50 lbs. or more than 110 lbs..		1640	1487	336	305
<b>Exceptions:</b> Subject to 2 railcars or 4 trucks in a 4 hour labor period.					
Not otherwise specified, in packages .....		2618	2375	336	305
Grain and grain products consisting of not more than 25% of other ingredients, in bags on Marine type pallets, when uploading from flatbed trucks only and subject to the following conditions shown in Notes 1, 2, and 3 .....		1058	960	336	305
<b>Note 1:</b> Subject to minimum consignments of 91 M/T (100 tons) of 1,000 kilos (2,000 lbs.) and must consist of full truckloads from one consignor at one origin to one consignee.					
<b>Note 2:</b> Subject to minimum of 1,361 kilos (3,000 lbs.) per pallet of minimum dimensions of 48" x 54".					
<b>Note 3:</b> Truck must be loaded in a manner which will permit direct side unloading with lift truck equipment; otherwise unitized rates under Item 65 on all commodities, not otherwise specified, will apply.					
<b>SUBRULE NO. 135</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Insulation: Fibre Glass In packages, loose .....		24462	22192	383	347
<b>Refer to Subrule No. 157 for container rates.</b>					

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<b>LOADING, UNLOADING, AND WHARFAGE CHARGES</b>					
<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
<b>SUBRULE NO. 136</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Iron or Steel Articles:					
Chain Iron in Coils, Ingot, Nails in Boxes or Kegs, Pig iron, Pipe, Railway Equipment, Wire in Coils, Staples in Boxes or Kegs .....					
		3094	2807	369	335
Bars, Billets, and Blooms .....					
		1712	1553	369	335
Steel Sheets, in Coils, Banded or Secured:					
Non Skidded 227 kg. – 907 kg.....					
		1712	1553	369	335
Non Skidded 500 lbs. – 1,999 lbs.					
		1712	1553	369	335
Non Skidded 908 kg. – 5,443 kg.....					
		1712	1553	369	335
Non Skidded 2,000 lbs. – 11,999 lbs.					
		1712	1553	369	335
Non Skidded 5,444 kg. and over.....					
		1712	1553	369	335
Non Skidded 12,000 kg. and over skidded .....					
		1712	1553	369	335
Except Barge Shipments or Steel Sheets in Coils of Domestic Origin.....					
		(See Above		273	248
<b>SUBRULE NO. 137</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Steel Sheets, Packaged Skidded .....					
		1712	1553	369	335
Wire Rods, in Coils					
608 kg. – 1,360 kg.....					
		1758	1595	369	335
1,500 lbs. – 2,999 lbs.					
		1758	1595	369	335
1,361 kg. and over.....					
		1758	1595	369	335
3,000 lbs. and over					
<b>SUBRULE NO. 138</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Jute, (new, used, or junk), viz.: Bags, Bagging, Carpet Backing, Cotton Bale Cover, and Burlap; in Bales or Rolls:					
<u>Weight per unit</u>					
204 kg. – 453 kg.....					
		2135	1937	383	347
450 lbs. – 999 lbs.					
454 kg. – 725 kg.....					
		1990	1806	383	347
1,000 lbs. – 1,599 lbs.					
726 kg. – 907 kg.....					
		1707	1540	383	347
1,600 lbs. – 1,999 lbs.					
907 kg. – 2,722 kg.....					
		1569	1423	383	347
2,000 lbs. – 6,000 lbs.					
N.O.S.....					
		3100	2813	383	347
<b>Refer to Subrule No. 157 for container rates.</b>					

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<b>LOADING, UNLOADING, AND WHARFAGE CHARGES</b>					
<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
<b>SUBRULE NO. 139</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Lead, in Pigs or Bars .....		3016	2633	383	347
<b>SUBRULE NO. 140</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Livestock, Viz.:		Per Head		Per Head	
Calves, Goats, Sheep, and Hogs .....		3208	2911	64	
Colts and Donkeys .....		3208	2911	122	
Horses, Mules, and Cattle .....		3208	2911	151	
<b>SUBRULE NO. 141</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Logs, Burls, and Poles .....		3465	3144	383	347
<b>SUBRULE NO. 142</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Lumber, all kinds (except Balsa Wood or Plywood) and Railroad Ties:					
(1) To or from railroad open top cars and open top trucks .....		3625	3288	383	347
(2) To or from closed cars and closed trucks, bundles with not less than 4 pieces to the bundle .....		4874	4085	383	347
(3) To or from railroad flatcars and flatbed trucks, banded together in units, not exceeding 20 feet in length and secured in a manner to permit handling by lift truck equipment.					
N.O.S. Rate .....		3730	3384	383	347
Machinery:					
Self-Propelled (See <a href="#">Subrule No. 153</a> )					
<b>SUBRULE NO. 143</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Nuts, Bolts, Washers, Screws, Staples, and/or Nails unitized					
Less than 680 kg. (1,500 lbs.) .....		1758	1595	383	347
1,500 lbs. and over .....		1277	1159	383	347
Oils, Vegetable (See <a href="#">Subrule No. 152</a> )					
<b>Refer to Subrule No. 157 for container rates.</b>					

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<b>LOADING, UNLOADING, AND WHARFAGE CHARGES</b>					
<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
	M/T	S/T	M/T	S/T	
<b>SUBRULE NO. 144</b>	<b>Original</b>				
Paper, Kraft and/or Wrapping, or Newsprint Pulpboard or Fibreboard: <u>Weight Per Roll</u>					
454 kg. – 725 kg.....	1852	1680	303	275	
1,000 lbs. – 1,599 lbs.					
726 kg. – 907 kg.....	1679	1523	303	275	
1,600 lbs. – 1,999 lbs.					
908 kg. – 2,722 kg.....	1449	1314	303	275	
2,000 lbs. – 6,000 lbs.					
Over 2,722 kg. ....	1369	1242	303	275	
Over 6,000 lbs.					
<b>SUBRULE NO. 145</b>	<b>Original</b>				
Pipe, Tubes & Couplings, N.O.S. with Special Lining – Various; Cement, Asbestos, Fiberglass, Plastic, LUL From/to Railroad Flatcars or Flatbed trucks properly tiered in order to have free access with lift truck equipment not requiring additional labor .....	2448	2221	383	347	
<b>SUBRULE NO. 146</b>	<b>Original</b>				
Plastic and Plastic Articles, including Scrap: Cellular, expanded or foamed, loose or in packages .....	5185	4704	383	347	
<b>SUBRULE NO. 147</b>	<b>Original</b>				
Rails, Railway Track, Iron and Steel and Fittings, unloaded from open top railway cars or trucks and when rails are loaded on car or truck with 3 or more slats of 1 inch or more in thickness in between layers of rails .....	2876	2609	383	347	
<b>SUBRULE NO. 148</b>	<b>Original</b>				
Refrigerated Commodities, all kinds, except as noted .....	4470	4055	370	336	
<b>SUBRULE NO. 149</b>	<b>Original</b>				
Sugar, Crude, Raw or Refined, or Glucose, Dextrose or Maltose, other than Liquid, in packages .....	3233	2933	383	347	
<b>Refer to Subrule No. 157 for container rates.</b>					

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<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
<b>SUBRULE NO. 150</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Timbers:					
6 inches by 8 inches or over, or other dimensions equaling 6 inches by 8 inches:					
(a) To or from open top cars or trucks.....					
		3625	3288	383	347
(b) To or from closed cars or trucks:					
Bundled with not less than 4 pieces to the bundle.....					
		4364	3959	383	347
Not bundled or with less than 4 pieces to the bundle .....					
		4641	4211		
<b>SUBRULE NO. 151</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Tires and Tubes, loose or in packages, except bicycle tires and tubes, compressed .....					
		3987	3617	383	347
<b>SUBRULE NO. 152</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Vegetable Oils, Viz.:					
Copra, Cottonseed, Linseed, Peanut, Sesame, Soya Bean, and Velvet Bean Oil; in cans, in cases, unitized to permit handling by lift truck equipment:					
Weight per unit including pallet or skid 907 kg. (2,000 lbs.) 2,721 kg.(6,000 lbs.).....					
		861	781	383	347
<b>SUBRULE NO. 153</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Vehicles, Machinery (Self-propelled) Automobiles, Trucks, Trailers, Utility Vehicles, Military Ordinance Vehicles, Agricultural Machinery (Tractors, Combines, etc.)					
Driven On/Off land Carrier Equipment .....					
		1600	1451	741	672
Minimum Charge: \$ 75.45					
Maximum Charge: \$220.94					
Lift on or Lift Off Carrier Equipment.....					
		4393	3985	741	672
Knock Down, Parts.....					
		3208	2911	559	509
<b>Wharfage Exceptions</b>					
1. Agricultural Machinery .....					
				383	347
2. Used Grading or Road Making Machinery being returned to the United States (Import only) .....					
		Apply Applicable Rates		383	347
3. Front end loaders with backhoe attachments. This wharfage rate is applicable only to single shipments consisting of 700 units or more .....					
		Apply Applicable Rates		559	509
<b>Refer to Subrule No. 157 for container rates.</b>					

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<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>										
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal							
<b>SUBRULE NO. 153 (Continued)</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>					
<p>Additional Charges: The following additional charges may apply to the handling of vehicles:</p> <ol style="list-style-type: none"> <li>1. A charge of \$38.99 per vehicle will be made when necessary to drain or add fuel or water, or disconnect or connect battery cable to vehicles, whether vehicles have been imported or will be exported.</li> <li>2. A charge of \$38.99 per vehicle will be made if the Customs stamped or perforated title is not surrendered to the Freight Handler at the time of delivery. (Export vehicles only.)</li> <li>3. A charge at labor cost, plus 20% for overhead, will be made for any special services required including, but not limited to repairs, resolution of mechanical problems, battery charging, etc.</li> <li>4. Detached implements, apparatus, or attachments for vehicles will incur a separate handling charge based on the appropriate rate. However, if physically attached to the vehicle at the time of loading or unloading, it will be considered part of the unit and no additional charges will apply.</li> </ol>										
<b>SUBRULE NO. 154</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>					
<p>Wood, Built-Up or Combined (Plywood) Finished or Unfinished: Unitized in units not exceeding 10 feet in length in a manner to permit handling by fork lift truck equipment:</p> <p><u>Weight Per Unit Including Pallet</u></p>										
454 kg. – 725 kg .....		2163	1962	383	347					
1,000 lbs. – 1,599 lbs.										
726 kg. – 907 kg. ....		1852	1680	383	347					
1,600 lbs. – 1,999 lbs.										
908 kg. – 2,722 kg .....		1707	1549	383	347					
2,000 lbs. – 6,000 lbs.										
In bundles or crates of not less than 4 pieces to the bundle .....		3208	2911	383	347					
Loose or in bundles or crates of less than 4 pieces to the bundle .		4868	4416	383	347					
<b>Refer to Subrule No. 157 for container rates.</b>										

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<b>ALL HANDLING charges and WHARFAGE charges are in cents per short tons of 2,000 pounds or metric tons of 1,000 kilos and apply to all shipments at actual weight, except as otherwise noted.</b>					
Commodity	Loading or Unloading Except as Noted		Wharfage Export/Import, Intercoastal Coastwise & Intracoastal		
<b>SUBRULE NO. 155</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Wood, Fibreboard, unitized in units not exceeding 10 feet in length, in a manner to permit handling by forklift truck equipment:					
<u>Weight Per Unit Including Pallet</u>					
454 kg. – 725 kg .....		2163	1962	383	347
1,000 lbs. – 1,599 lbs.					
726 kg. – 907 kg. ....		1852	1680	383	347
1,600 lbs. – 1,999 lbs.					
908 kg. – 2,722 kg .....		1707	1549	383	347
2,000 lbs. – 6,000 lbs.					
N.O.S.....		2928	2656	383	347
<b>SUBRULE NO. 156</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Wood pulp, wrapped in bundles .....		2221	2015	383	347
<b>SUBRULE NO. 157</b>	<b>Original</b>	<b>M/T</b>	<b>S/T</b>	<b>M/T</b>	<b>S/T</b>
Containers, Loaded .....				58.98	
Containers, Empty .....				12.77	
<b>Exception: Containerized cargo manifested for human consumption, shipped under a USDA export program will be assessed wharfage at the rate shown by the specific commodity.</b>					
<b>Refer to Subrule No. 157 for container rates.</b>					

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