

RESOLUTION NO. 2356

A RESOLUTION of the Port Commission of the Port of Seattle
modifying certain rates, rules, and regulations
in Seattle Terminals Tariff No. 2-F, F.M.C.-T
No. 3.

BE IT RESOLVED by the Port Commission of the Port of Seattle, as
follows:

SECTION 1. The Port of Seattle does hereby establish and adopt
rules, regulations, and charges shown in:

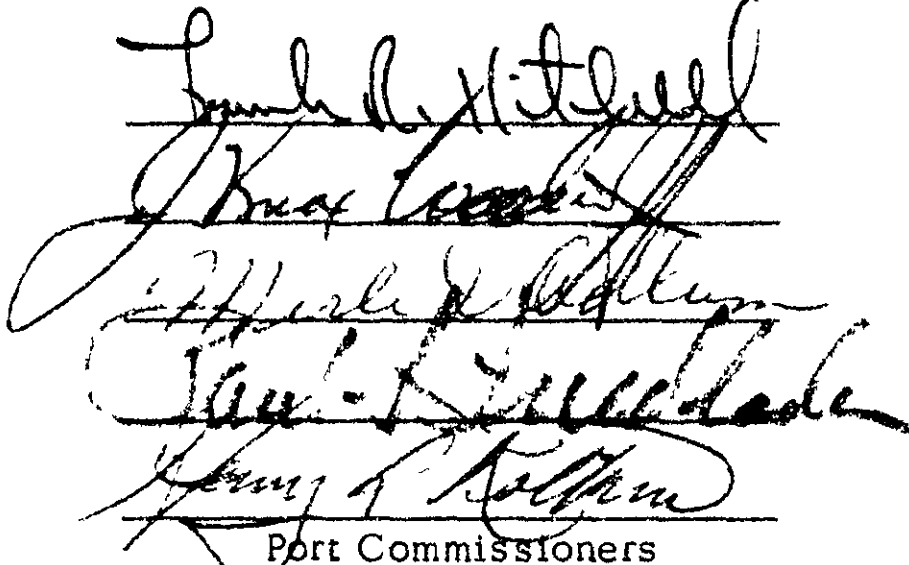
Seattle Terminals Tariff No. 2-F, F.M.C.-T No. 3
1st Revised Page No. 8, Item 10150,

copy of which is hereby annexed and made a part of this Resolution, said
rules, regulations, and charges to take effect on the date thereon.

SECTION 2. All rules, regulations, and charges conflicting with
the provisions of the above listed page in Seattle Terminals Tariff No. 2-F,
F.M.C.-T No. 3, are hereby repealed.

SECTION 3. That the Traffic Manager be and is hereby directed to
file said schedule with the Federal Maritime Commission.

ADOPTED by the Port Commission of the Port of Seattle this 10th
day of December, 1970, and duly authenticated in open session by
the signatures of the Commissioners voting in favor thereof and the Seal of the
Commission duly affixed.


Port Commissioners

GENERAL APPLICATION OF TARIFF AND GENERAL DEFINITIONS	ITEM NO.
<p>RIGHT IS RESERVED BY TERMINAL OPERATORS WITHOUT RESPONSIBILITY FOR DEMURPAGE, LOSS OR DAMAGE ATTACHING, TO REFUSE TO ACCEPT, RECEIVE OR UNLOAD OR TO PERMIT VESSEL TO DISCHARGE:</p> <p>(1) CARGO FOR WHICH PREVIOUS ARRANGEMENTS FOR SPACE, RECEIVING, UNLOADING OR REMOVAL FROM TERMINAL HAVE NOT BEEN MADE BY SHIPPER, CONSIGNEE, OR VESSEL.</p> <p>(2) CARGO DEEMED EXTRA OFFENSIVE, PERISHABLE OR HAZARDOUS.</p> <p>(3) CARGO, THE VALUE OF WHICH MAY BE DETERMINED AS LESS THAN THE PROBABLE TERMINAL CHARGES.</p> <p>(4) CARGO NOT PACKAGED SUITABLE FOR STANDING THE ORDINARY HANDLING INCIDENT TO ITS TRANSPORTATION. SUCH CARGO, HOWEVER, MAY BE REPACKED OR RECONDITIONED AND ALL EXPENSE, LOSS OR DAMAGE INCIDENT THEREYO SHALL BE FOR ACCOUNT OF SHIPPER, CONSIGNEE, OWNER, VESSEL OR INLAND CARRIER.</p> <p>(5) CARGO, DURING A PERIOD OF SEVERE CONGESTION OR OTHER EMERGENCY, WHEN, IN THE JUDGEMENT OF THE TERMINAL OPERATOR, THE CIRCUMSTANCES THEN PREVAILING WILL PREVENT THE TERMINAL FROM PROVIDING USUAL CARE AND CUSTODY.</p>	<p>10140</p> <p>RIGHT TO REFUSE CARGO</p>
<p>HAZARDOUS OR OFFENSIVE CARGO OR CARGO WHICH, BY ITS NATURE, IS LIABLE TO DAMAGE OTHER CARGO, IS SUBJECT TO IMMEDIATE REMOVAL EITHER FROM THE PREMISES OR TO OTHER LOCATIONS WITHIN SAID PREMISES WITH ALL EXPENSE AND RISK OF LOSS OR DAMAGE FOR THE ACCOUNT OF OWNER, SHIPPER OR CONSIGNEE.</p> <p>CARGO REMAINING ON WHARF OR WHARF PREMISES AFTER EXPIRATION OF FREE TIME, AS DEFINED HEREIN, AND CARGO SHUT OUT AT CLEARANCE OF VESSEL MAY BE PILED OR REPILED TO MAKE SPACE, TRANSFERRED TO OTHER LOCATIONS OR RECEPTACLES WITHIN THE WHARF PREMISES, OR AFTER APPROPRIATE NOTICE, REMOVED TO PUBLIC OR PRIVATE WAREHOUSES WITH ALL EXPENSE AND RISK OF LOSS OR DAMAGE FOR ACCOUNT OF THE OWNER, SHIPPER, CONSIGNEE, OR VESSEL AS RESPONSIBILITY MAY APPEAR.</p>	<p>10150</p> <p>RIGHT TO REMOVE, TRANSFER OR WAREHOUSE</p>
<p>CARGO ON WHICH UNPAID TERMINAL CHARGES HAVE ACCRUED MAY BE SOLD TO SATISFY CHARGES AND COSTS PROVIDED OWNER HAS BEEN GIVEN NOTICE TO PAY CHARGES AND TO REMOVE SAID CARGO AND HAS NEGLECTED OR FAILED TO COMPLY.</p>	<p>10160</p> <p>RIGHT TO SELL FOR UNPAID CHARGES</p>
<p>THE ACCEPTANCE, HANDLING OR STORAGE OF EXPLOSIVES OR EXCESSIVELY INFLAMMABLE MATERIAL SHALL BE SUBJECT TO SPECIAL ARRANGEMENTS WITH TERMINAL OPERATORS AND GOVERNED BY RULES AND REGULATIONS OF FEDERAL, STATE AND LOCAL AUTHORITIES. SUCH CARGO MUST BEAR ITS PROPER LABEL IN ACCORDANCE WITH U.S.C.G. REGULATIONS 46 CFR 146.05 - 15 (E) (1). SHIPPERS, VESSELS AND INLAND CARRIERS ARE HEREBY WARNED THAT THE PARTY OR PARTIES RESPONSIBLE FOR INFRACTIONS WILL BE SUBJECT TO SUCH PENALTIES THAT MAY RESULT FOR VIOLATION OF RULES.</p>	<p>10170</p> <p>HAZARDOUS CARGO AND EXPLOSIVES</p>
<p> </p>	
<p>ISSUED BY HULLIS FAIRWELL, AGENT, PORT OF SEATTLE, P.O. BOX 1209, SEATTLE, WASHINGTON 98111</p>	

RECOMMENDED TARIFF REVISION

GENERAL APPLICATION OF TARIFF AND GENERAL DEFINITIONS	ITEM NO.
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<p>ISSUED BY HOLLIS FARWELL, AGENT, PORT OF SEATTLE, P.O. BOX 1209, SEATTLE, WASHINGTON 98111</p>	
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<p>ISSUED BY HOLLIS FARWELL, AGENT, PORT OF SEATTLE, P.O. BOX 1209, SEATTLE, WASHINGTON 98111</p>	

PRESENT TARIFF PAGE