



## **TERMINALS TARIFF NO. 5**

(Cancels and replaces Terminals Tariff No. 4)

### **ITEM 1** **TITLE PAGE**

#### NOTICE

The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

### **Naming: Rates, Charges, Rules and Regulations for Services Performed by and at the Port of Seattle and at Terminals of Participants**

#### **ISSUED BY:**

Port of Seattle  
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**Approved by Port of Seattle Commission  
Effective January 01, 2023**

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**ITEM 10**  
**PARTICIPATING TERMINALS**

Except for those marine terminal operators who participate in the Port of Seattle Terminals Tariff No. 5, pursuant to Federal Maritime Commission regulations, all lessees operating as marine terminal operators (i.e. operators who provide marine terminal services, such as loading and unloading of trucks, rail cars and moving cargo into and out of warehouses that provide forklift services within the terminal area billed directly to the shipper or consignee) must file their specific rates, rules and charges under applicable Federal Maritime Commission Regulations. The following marine terminal operators are participating terminals to this tariff:

PARTICIPATING TERMINALS

Name of Participant \_\_\_\_\_ Power of Attorney No. \_\_\_\_\_

None

**Seattle Terminals that are subject to the Port of Seattle Terminals Tariff No. 5 include some portions of terminals external to the Northwest Seaport Alliance managed terminals and should be found on the attached Exhibit A. These terminals include the following locations:**

Exhibit A

Terminal 18

1050 SW Spokane St  
Seattle, WA 98134

Terminal 25:

2431 E Marginal Way S  
Seattle, WA 98124

Terminal 30:

3225 E Marginal Way S  
Seattle, WA 98124

Terminal 46:

401 Alaskan Way  
Seattle, WA 98104

Terminal 107:

4700 W Marginal Way SW  
Seattle, WA 98106

Terminal 108:

4663 Diagonal Ave S  
Seattle, WA 98134

The above list may be revised from time to time.

Unless otherwise provided in this Tariff or agreed to by the Port of Seattle in writing, the provisions of this Tariff apply to all vessels and all goods arriving to or departing from the above terminals, and all operations at the above terminals.

Unless otherwise provided in this Tariff or agreed to by the Port of Seattle in writing, the provisions of this Tariff also apply to all other marine terminal facilities or marine dock facilities owned or operated by the Port of Seattle, or located on land or submerged land owned or operated or managed by the Port of Seattle.

**ITEM 15**

**ABBREVIATIONS**

BM	-Board Measure
Cu Ft	-Cubic Foot or Feet
CL	-Container Load
CY	-Container Yard
CET	-Contraband Enforcement Team
CFS	-Container Freight Station
CWT	-Hundred Weight or 100 Pounds
D/O	-Delivery Order
e-mail	-Electronic Mail
ED	-Executive Director
ETA	-Estimated Time of Arrival
ETD	-Estimated Time of Departure
et. al.	-(Et Alii/Alia) And others
etc.	-Et cetera (and so forth)
FAX	-Facsimile
FBM	-Foot Board Measure
FMC	-Federal Maritime Commission
ft	-feet or foot
i.e.	-(Id Est) That is
ILWU	-International Longshoremen and Warehousemen Union
Incl	-Inclusive
KD	-Knocked Down
kg	-Kilograms
KW	-Kilowatt
Lbs	-Pounds
LCL	-Less than Carload/Less than Container Load
Ldg	-Loading
LOA	-Length-over-all
LTL	-Less than Truck Load
MARSEC	-U.S. Coast Guard Maritime Security
MBM	-1000 feet Board Measure
MH&E	-Labor Hours and Equipment Rental
Meas	-Measurement - 1 cubic meter
Min	-Minimum
Misc	-Miscellaneous
MTSA	-Maritime Transportation Security Act
No.	-Number or Numbers
NOS	-Not Otherwise Specified
Pkg	-Package - Shipping Container
POS	-Port of Seattle
Port	-Port of Seattle
SU	-Set Up
t	-Tonne - 1000 kilograms
U. S.	-United States
USDA PL480	-United States Department of Agriculture Public Law 480
Unldg	-Unloading
v.	-Versus
viz	-(Videlicet) That is, namely

W	-Weight Ton of 1000 kilograms
WA	-Washington
W/M	-Weight Ton of 1000 kilograms or Measurement Ton of 1 Cubic Meter
W/R	-Warehouse Receipt
WT	-Weight

**ITEM 16**  
**DEFINED TERMS**

**Port**

Port of Seattle

**Terminal**

Port Docks, Piers, Dolphins, Buildings, Facilities, Properties, Terminal Area, Submerged Lands, and Terminal Facilities (as defined in 46CFR525.1 (C) (18)).

**User**

Vessel, Vessel Owner, Operator, Carrier, Agent, Lessee, Renter, Stevedore, Person, and Marine Terminal Operator (as defined in 46CFR525.1 (C) (13)).

**Environmental Law**

Shall mean any and all federal, State of Washington, regional and local laws, regulations, rules, permit terms, codes, ordinances, and legally enforceable guidance documents, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which govern materials, substances, regulated wastes, emissions, pollutants, water, stormwater, groundwater, cultural resources protection, animals or plants, noise, or products and relate to the protection of health, safety or the environment, or natural resources including land, sediments, water, stormwater, and ground water.

**Hazardous Substance**

Shall mean any and all substances, contaminants, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any applicable Environmental Law. Hazardous Substance shall also include, but not be limited to, invasive species, fuels, petroleum and petroleum derived products.

**Hazardous Substance Release**

Means the threatened or actual spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking, placing, migrating, leaching, and seeping of any Hazardous Substance into the air or into or on any land, sediment, or waters (including groundwater)

**Holiday**

Any legal holiday proclaimed by state, national authority or Port of Seattle Commission, or designated by applicable collective bargaining agreements.

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**SECTION ONE, PART 1 – RULES, REGULATIONS AND CHARGES FOR MISCELLANEOUS SERVICES**

**General Rules and Regulations**

**ITEM 1000**  
**APPLICATION OF TARIFF**

**(A) NOTICE TO PUBLIC**

This tariff is published and filed as required by law and is, therefore, notice that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and cargo without specific notice, quotation, or arrangement.

**(B) CONDITIONS FOR CONDUCTING BUSINESS**

Conditions for conducting any business on Port Terminals is subject to specific authorization by the Managing Director, Maritime Division, and may include provisions to protect public safety, security, environment, and health. It is incumbent upon persons conducting business on Port Terminals to fully comply with provisions of applicable Federal, State, local, and Port statutes and/or regulations.

**(C) TARIFF EFFECTIVE**

The rates, charges, terms, and conditions named in this tariff shall apply on and after effective date of this tariff. See Exceptions 1 and 2.

Exception 1: Vessel stevedoring, wharfage, empty container wharfage, and other services and functions that are assessed against vessel manifests will be applied in accordance with rates, terms, and conditions in effect on the date the vessel arrives and is made fast to its berth until completion of the loading and discharge of that vessel.

Exception 2: When terminal charges have been prepaid at point of origin, at the tariff rates in effect on date of shipping, such rates shall prevail even though the shipment is received after effective date of the new tariff.

**(D) USE, DEEMED ACCEPTANCE**

The use of Terminals, or services shall be deemed complete acceptance of this tariff and the terms and conditions named herein.

**(E) CARGO, RECEIVED OR DELIVERED**

Cargo is received for shipment when dock receipt or other document approved or issued by the vessel has been accomplished. Cargo is delivered when delivery order or other document approved by the vessel has been accomplished. Cargo received in or on the Terminal awaiting delivery to vessel or inland carrier is in transit until other specific arrangements for its care and custody are made by the cargo owner and vessel or inland carrier with the terminal. Notwithstanding terms of sale and other considerations or agreements, cargo in transit in or on the Terminal under control of the vessel involved and subject to the full force and terms of its bill of lading or Contract of Affreightment issued or to be issued until loaded on board,

released by accomplishment of delivery or released to and accepted by the Terminal for other custody.

**(F) COMPLAINTS**

Requests or complaints on matters contained may be directed to the Executive Officer, Northwest Marine Terminals Association, Inc., P. O. Box 86414, Portland, Oregon 97286, telephone (360) 421-1254, e-mail [NWMTA2@gmail.com](mailto:NWMTA2@gmail.com), website [www.nwmta.org](http://www.nwmta.org).

**(G) ALL RIGHTS OF OPERATION RESERVED**

Right is reserved by terminal operators to furnish all equipment, supplies, and material and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

**(H) LABOR DISPUTES**

A User of a Port Terminal agrees to exercise reasonable efforts to facilitate a resolution with labor to avoid disruption to the Port, other users at the same facility, or members of the public, arising from labor disputes involving User. In the event of a strike, picketing, demonstration, or other labor difficulty involving User, User will make all reasonable efforts, including the utilization of available legal remedies, to minimize or eliminate any disruption to the Port, other users at the same facility, or members of the public.

**ITEM 1020**

**ACCEPTANCE, RETENTION, OR DELIVERY OF FREIGHT CONDITIONAL**

**(A) RIGHT TO REFUSE CARGO, CONTAINERS, OR CHASSIS**

Right is reserved by terminal operators without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive or unload or to permit vessel to discharge:

- (1) Cargo, containers, or chassis for which previous arrangements for space, receiving, unloading, or removal from Terminal has not been made by shipper, consignee, or vessel.
- (2) Cargo deemed, by its perishable or hazardous nature, to pose an exceptional risk of harm to the Terminal, its workers and occupants, or other cargo.
- (3) Cargo, the value of which may be determined as less than the probable Terminal charges.
- (4) Cargo that may not be packed 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 thereto shall be for account of shipper, consignee, owner, vessel, or inland carrier.
- (5) Cargo, containers, or chassis during a period of severe congestion or other emergency when, in the judgment of the terminal operator, the circumstances then prevailing will prevent the Terminal from providing usual care and custody.



**(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE**

Hazardous or offensive cargo or cargoes which, by its nature, is liable to damage other cargo, is subject to immediate removal either from the Terminal or to other locations within said Terminal with all expenses and risk of loss or damage for the account of owner, shipper, or consignee, vessel, or inland carrier.

Cargo remaining on Terminal 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 Terminal, 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, vessel, or inland carrier as responsibility may appear.

**(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT**

Right is reserved by terminal operators to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

**(D) RIGHT TO SELL FOR UNPAID CHARGES**

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.

**(E) EXPLOSIVES AND HAZARDOUS CARGO**

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. Hazardous cargoes must have been prepared for shipment in accordance with the applicable Department of Transportation regulations contained in 49 Code of Federal Regulations. 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.

**(F) OWNER'S RISK**

Cargo which, because of its inherent nature, is subject to deterioration, shrinkage, oxidization, wastage, decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chafing, and similar loss or damage that may occur despite accepted practices for the care of cargo.

Cargo on open ground is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all watercraft, if and when permitted by terminal operators to be moored in slips, at moorage dolphins, at wharves, or alongside vessels, are at owner's risk for loss or damage.

Cleanup of refuse, breakage, wastage, or other "debris" associated with cargo shall be for the account, as applicable terminal operator, user or owner. Port reserves right to clean debris at terminal operator, user or owner's expense as defined in [Items 6000](#) and [6120](#).

The provisions of this item are subject to [Item 1130](#).

**ITEM 1040**  
**TERMS, COLLECTION, AND GUARANTEE OF CHARGES**

**(A) TERMS AND CONDITIONS OF PAYMENT**

Use of Port Terminals or services is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

The Port may require payment of charges in advance, as follows:

- (1) By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations.
- (2) By the cargo owner, shipper or consignee before cargo leaves the custody and control of the terminal for inbound shipments, and before outbound cargo is released from the custody and control of the Terminal.
- (3) For all charges on perishable cargo or cargo of doubtful value and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port Terminals or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment requirements by the Port, as set forth in the Supplement to Application for Vessel Berth Reservation as published by the Port ([Item 1600](#)).

At request of vessel, cargo owner or other user, renter or operator of Port Terminals, including but not limited to equipment, when all of the factors involving charges, i.e., weight, measurement, length, or other, are known to the terminal operator, the services herein contained will be quoted and billed on per unit basis as may be requested.

**(B) INTEREST CHARGES ON DELINQUENT INVOICES**

Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid for a period of thirty (30) calendar days after date of invoice is delinquent and shall be subject to an interest charge. The interest charge is imposed on the total unpaid balance and is one and one-half percent (1-1/2%) per month (18% APR) on the overdue amount, or a \$5.00 flat fee per month, whichever is greater, as of the date of this tariff.

**(C) COLLECTION OF DELINQUENT ACCOUNTS**

(1) PAYMENT OF COSTS FOR COLLECTION OF DELINQUENT ACCOUNTS

When delinquent accounts are assigned to a third-party collection agency, they will be subject to an additional charge to cover the Port's cost of collection.

(2) ATTORNEY'S FEES IN SUITS FOR COLLECTION

If the Port brings suit for collection of a delinquent account, the prevailing party shall be paid by the other party actual attorney's fees not to exceed 50% of the amount claimed in such suit.

(3) NON-SUFFICIENT FUNDS (NSF) CHARGES

A \$40.00 per transaction fee or the face amount of the check or electronic payment, whichever is less, will be charged and due within fifteen days on payments returned by the bank (except for bankruptcy) of non-collection per RCW 62A.3-515.

**(D) CHARGES COLLECTED, FROM WHOM**

(1) WHARFAGE AND MISCELLANEOUS CHARGES

Wharfage, when not absorbed by the ocean or rail carriers, is due from the owner, shipper, or consignee of the cargo. On cargo moving in connection with ocean carriers, this charge (unless absorbed by rail or ocean carriers), and any wharf demurrage or miscellaneous charges accrued against said cargo, of which the vessel has been apprised, will be collected from and payment of same must be guaranteed by the vessel. The use of the Terminal by a vessel shall be deemed an acceptance and acknowledgment of this guarantee. When a vessel is permitted to perform its own receiving and delivering, it will be held responsible for collection and payment of any charges involved in respect to such traffic and accruing to the Terminal.

(2) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for the payment of the service and facilities charge named in this tariff, such charge shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charge shall be billed to and paid by the vessel, its owners, or operators to the Terminal. Allocation or adjustment of this charge between vessel and cargo shall be made solely by the parties to the contract of affreightment, in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean tariff, charter party, ocean rate, or any other arrangements under which the vessel transports cargo.

(3) TERMINAL CHARGES ABSORPTION BY RAIL AND OCEAN CARRIERS

On transcontinental import and export traffic moving in connection with ocean carriers via the Port, provisions for complete or partial absorption of Terminal charges are contained in rail and ocean tariffs. Shippers are urged to consult with the carriers or refer to carrier

tariffs for accurate determination of applicable Terminal charges, if any, for the account of cargo.

(4) DEMURRAGE AND STORAGE CHARGES

At the option of the steamship line, the Port will bill the steamship line or the cargo owner for all demurrage or storage charges.

**(E) MINIMUM BILLING CHARGE**

All invoices issued by the Port for any service, or combination of services, as provided in this tariff, shall be subject to a minimum billing charge of \$50.00 per invoice.

**(F) SERVICE FEE**

Rate(s) charged under this tariff and paid by “debit or credit card” may include a service fee for the added transaction processing costs as required by RCW 36.29.190.

**ITEM 1060**

**COMPLIANCE WITH SAFETY, ENVIRONMENTAL, AND OTHER LAWS**

**(A) SAFETY**

User shall comply with all applicable health and safety laws, rules, or regulations enacted or promulgated by federal, state, or local regulatory bodies and by the Port.

**(B) ENVIRONMENTAL REQUIREMENTS AND BEST MANAGEMENT PRACTICES (BMPs)**

All Users shall manage and conduct all of their activities on or relating to the marine terminals: (i) in compliance with all applicable Environmental Law; (ii) in cooperation with the Port in the Port’s efforts to comply with Environmental Law; and (iii) in adherence with BMPs. Without limiting the generality of the forgoing, all Facility Users shall comply with all applicable Stormwater Pollution Prevention Plans (SWPPPs) associated with the marine terminal facilities they occupy or operate. Upon request from the Port, each User will promptly provide the Port with any permits, plans or submittals required by any regulatory agencies related such User’s occupation or operations on the Port’s marine terminals. In the event of a violation of Environmental Law, a violation of an environmental provision of this Tariff, a Hazardous Substance Release, threat of or reasonable suspicion of the same, or other environmental incident that occurs on a marine terminal, Users shall promptly notify the Port. Users shall notify the Port by calling the Port’s emergency telephone number 206-787-3350.

Best Management Practices (BMPs) - BMPs shall mean: (i) environmental or operational standards or guidelines that establish common and accepted practices appropriate for a User’s operations on the marine terminal; and (ii) standards or guidelines as stated by pertinent trade associations, professional associations or regulatory agencies.

**Link to the Port’s current BMP standard:** [https://www.portseattle.org/sites/default/files/2021-11/2021\\_Commercial\\_Vessel\\_BMP\\_Port\\_of\\_Seattle.pdf](https://www.portseattle.org/sites/default/files/2021-11/2021_Commercial_Vessel_BMP_Port_of_Seattle.pdf)

**ITEM 1100**  
**INSURANCE**

Rates named in this tariff do not include any insurance, except as provided in individual items or sections of this tariff.

- A. User shall procure and maintain insurance in the following minimum form and limits. All deductibles or self-insurance retentions are the responsibility of the User. User may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the User may carry. Coverage shall be in place for the duration of User's presence and use of Port of owned equipment to which this Tariff applies.
1. Marine or Commercial General Liability insurance that includes coverage for third party property damage and bodily injury, and shall be written on a form that includes wharfinger's and User's legal liability in limits of not less than \$5,000,000 per occurrence. The policy shall include coverage for the liability that may arise out of User operations as they relate to working on Port owned property or using Port owned equipment to include the loading and unloading of vessels as well as support services. The Port shall be named as an additional insured on this policy. Users shall submit to the Port certificate(s) of insurance as evidence of the required coverage upon request.
  2. Automobile Liability Insurance - To the extent that work on Port owned property include automobiles, automobile liability insurance shall be provided in an amount no less than \$ 1,000,0000 per occurrence on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent).
  3. User is fully responsible for ascertaining whether any federal industrial insurance laws apply to this agreement such as from the Federal Employers' Liability Act, the Jones Act, or the United States Longshore and Harbor Workers Compensation Act. User shall comply with all required workers compensation requirements whether through purchase of commercial insurance or as a qualified self-insurer relative to federal industrial insurance laws.
- B. Waiver of Subrogation. Without affecting any other rights or remedies, User (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to User arising out of or incident to the perils required to be insured against by this Tariff. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.

**ITEM 1120**  
**LIABILITY OF OTHERS**

If and when other than the User are permitted to perform services on the wharves or premises of the terminal companies, they shall be held responsible for loss, damage, or theft by themselves or persons in their employ and liable for the injury of persons in their employ.

In the event of injury or damage to equipment or persons, User, agrees to present to the Port for the Port's inspection and examination the damaged equipment; all those persons employed by User, with knowledge of the injury or damage; and all reports made by, on behalf of, or in the possession of User, respecting the injury or damage.

The provisions of this item are subject to [Item 1130](#).

**ITEM 1130**  
**RESPONSIBILITY AND LIABILITY**

No provisions contained in this tariff shall limit or relieve the Port of Seattle from liability for its own negligence nor require Users, to indemnify or hold harmless the Port of Seattle from liability from its own negligence.

**ITEM 1160**  
**MANIFEST REQUIRED**

Users must furnish a complete copy of manifest of cargo and/or statement of passengers loaded or discharged at terminals to the Port of Seattle Terminal Operator.

**ITEM 1180**  
**METRIC CONVERSION TABLE**

When freight charges are computed by the vessel using the U. S. system and are shown on the manifest on the basis of either weight, short tons of 2,000 pounds, or measurement tons of 40 cubic feet, the short tons shall be converted to metric tons of 2,204.6 pounds, and the measurement tons shall be converted to cubic meters of 35.3145 cubic feet, using the conversion factors shown below:

Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.9072
Short Tons	Metric Tons	Metric Tons by 1.1023
Metric Tons	Long Tons	Long Tons by 1.0160
Long Tons	Metric Tons	Metric Tons by 0.9842
Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.1330
Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.8830
Cubic Meters	MFBMs (ft. B.M. in thousands)	MFBMs by 2.3597
MFBMs (ft. B.M. in thousands)	Cubic Meters	Cubic Meters by 0.4238
Cubic Feet	Cubic Meters	Cubic Meters by 35.3145

Metric Equivalents

- 1 kilogram - 2.2046 pounds
- 1 pound - 0.4536 kilograms
- 1 CWT (U. S. - 100 pounds) - 45.3592 kilograms or 0.04536 metric tons
- 1 CWT (British - 112 pounds) - 50.8023 kilograms or 0.0508 metric tons
- 1 bushel grain (U. S.) - 60 pounds - 27.2155 kilograms
- 1 cubic meter - 35.3145 cubic feet
- 1 cubic foot - 0.0283 cubic meters
- 1,000 ft. B.M. - 83.3333 cubic feet
- 1 cubic meter - 423.7740 ft. B.M.
- 1 barrel (U.S. - 42 gallons) - 158.9873 liters
- 1 metric ton - 2204.6 pounds (1000 kilograms)
- 1 short ton - 2000 pounds (907.2 kilograms)
- 1 long ton - 2240 pounds (1016.064 kilograms)

**ITEM 1200**

**RESPONSIBILITY FOR LOSS, DAMAGE, AND DELAY OF MERCHANDISE**

**(A) RESPONSIBILITY**

The Port and tariff participants will not be responsible for any loss, damage, or delay of merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.

Further, the Port and tariff participants shall not be liable for any loss, damage or delay of merchandise, or any other injury which results from animals, insects, rodents or vermin; nor from decay, deterioration, evaporation, shrinkage or loss of quantity, quality, or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labor stoppage whether or not agents or the employees of the terminals be involved; nor for delay caused by shortage of qualified labor.

In performing the services of receiving and delivery, the Port will accept no responsibility for concealed damage nor for the condition of contents of containers, whether or not receipts issued so state.

User, of Port facilities, including but not limited to equipment, shall indemnify and save harmless the Port from and against all liability, losses, claims, demands, and suits for damages, including death and personal injury, and including costs of suit and attorneys' fees, incident to or resulting from its operations at the Port.

The provisions of Part (A) of this item are subject to [Item 1130](#).

**(B) RESPONSIBILITY AS WAREHOUSEPERSON**

Liability for loss, damage or delay to merchandise in the care, custody or control of the Terminals at any time other than the free time periods specified in this tariff, shall be that of a warehouseperson only.

**(C) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSE**

Calculation or adjustment of claims against the Terminals shall be based upon actual cost of merchandise involved plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. Provisions of this item are subject to [Item 1130](#).

**(D) WAIVER OF DEMURRAGE CHARGES**

The Port may waive demurrage charges when delay of removal of merchandise is caused by acts directly attributable to the Port, Acts of God, Civil Disorder, Insurrections, Riots, Strikes, Labor Stoppage, Carrier Equipment Shortages, or Governmental Intervention.

**ITEM 1220**  
**SPECIFIC RATES PREVAIL**

Rates provided for specific commodities shall prevail over any general or NOS rate.

**ITEM 1240**  
**RESERVATIONS REQUIRED**

The Port will accept requests for advance reservations and protect a date for a berth, only when Application for Vessel Berth Reservation as published by the Port, appearing as [Item 1600](#) of this tariff is made by vessel owner, agent or operator with the terminal superintendent, subject to provision as follows:

- (A) Reservations are made as far in advance as possible in accordance with published dates for vessel calls at Seattle, confirmed six (6) days, and reconfirmed two (2) days prior to vessel arrival and immediately report changes.
- (B) Agreement to work continuously utilizing not less than day and early night shifts (1<sup>st</sup> and 2<sup>nd</sup> shifts) and multiple longshore gangs, cranes, and equipment to the fullest extent available in accordance with circumstances then prevailing.
- (C) When operational circumstances make it necessary for a vessel to finish and clear its berth in the shortest time possible, the vessel will be required to work 3<sup>rd</sup> shift (as defined herein) and/or extended shifts as directed by the Port.
- (D) Reservations will include agreement as to time in berth which will be determined by the number of containers or amount of cargo to be worked based on average production experience that may be expected by the type and configuration of the vessel presented for reservation. A vessel that does not work to its full capability in accordance with circumstances then prevailing in order to vacate its berth within the time allocated will be required to discontinue operations and/or shift its position at the Terminal or move to another location in order to accommodate the arrival of another vessel holding a reservation made in conformity with this item.



**ITEM 1260**  
**RESERVATION OF AGREEMENT RIGHTS**

Participants in this tariff reserve the right to enter into agreements with carriers, shippers, consignees, and/or their agents concerning rates and services providing such agreements are consistent with existing Local, State, National laws, and Federal regulations governing the civil and business relations of all parties concerned.

**ITEM 1280**  
**STEVEDORING SERVICES AND CHARGES**

Vessels shall enter into their own contract arrangements for stevedoring services.

End of section, return to [General Index](#).

**SECTION ONE, PART 2 – RULES, REGULATIONS AND CHARGES FOR MISCELLANEOUS SERVICES**

**Definitions and Charges for Miscellaneous Services**

**ITEM 1340**

**AD VALOREM CHARGES**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of cargo, when not shipped as a piece or package), will be subject to a charge of ¼ of one percent (1%) of the valuation in excess of \$500.00 per piece, package (or customary unit of cargo, when not shipped as a piece or package). This charge is in addition to all other charges which may be applicable under any other provisions of this tariff. The provisions of this item are subject to [Item 1130](#).

**ITEM 1380**

**DEFINITIONS**

**(A) CHECKING**

The service of counting and checking cargo against appropriate documents for the account of the cargo or vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, marking, segregating, sampling or supplying any information that cannot be obtained by visual inspection of the package, case or other shipping container.

Checking to or from drays or inland waterway carriers during over-time hours:

When cargo is received or delivered during hours when the payment of overtime is necessitated and the Terminal is required to check same or to furnish receipts for the cargo, the full time, including standby time, of checker employed to receive or deliver such cargo shall be charged against the truck company or inland waterway carrier.

**(B) DIRECT LOADING OR DISCHARGE**

Direct loading or discharging is the operation of transferring cargo by vessel with vessel's gear, shore crane or other mechanical equipment in a direct movement between vessel and

- (1) Railroad car or other vehicle spotted alongside vessel
- (2) Water, raft, barge, lighter or other vessel

**(C) DIRECT TRANSFER**

Cargo loaded or discharged in direct transfer, as defined in paragraph (B), will be assessed wharfage but will not be assessed loading or unloading charges by the terminal. Cargo so loaded or discharged will not be checked by the Terminal. Terminal will not be responsible for care and custody or for overloading, improper loading, condition, or out-turn of cargo loaded or discharged as defined in paragraph (B).

**(D) HANDLING**

The charge made against vessels, their owners, or operators for physically moving cargo from end of ship's tackle to point of rest (see Part (F) this item), or from point of rest to within reach of end of ship's tackle. It includes ordinary sorting, breaking down and stacking.

Issued pursuant to 46 Code of Federal Regulations, Part 525, but differs by including physical movement of cargo to and from end of ship's tackle and assesses charge to vessels, which maintains historic practices at Northwest ports.

**(E) INLAND CARRIER**

The term Inland Carrier means railroad, truck line, cartage company, private carrier or inland waterway carrier that receives or delivers cargo, container or any other goods by railcar, truck, chassis, pipeline, other vehicle or local inland waterway craft.

**(F) POINT OF REST**

Point or place of rest is defined as that area on the Terminal facility which is assigned by the terminal for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee and that area which is assigned by the terminal for the receipt of outbound cargo from shippers for vessel loading.

In respect to the movement of containers, point of rest is defined as the place and position designated by ocean carrier for exchanging receipts with and interchange of equipment between vessel and inland carrier or on-dock CFS. (See Note)

Note: Addition to definition prescribed in 46 Code of Federal Regulations, Part 520.

**(G) TRADE ROUTE CLASSIFICATION**

For applying certain rates and provisions of this tariff, vessels, cargo and containers transported are classified according to trades in which the vessels are engaged (see Note 1). Classifications are as follows:

<u>CLASSIFICATION</u>	<u>SERVICE BETWEEN SEATTLE AND:</u>
Alaska	Ports in Alaska, direct or via British Columbia ports.
Coastwise	Ports in California, Oregon, and Washington.
Hawaiian	Ports in Hawaiian Islands.
Inland Waterway	Ports on Puget Sound, tributary, and British Columbia.
Intercoastal	Ports in the United States on the Gulf of Mexico or the Atlantic Coast, including ports in Puerto Rico and Virgin Islands.

Transpacific	Points west of 170 <sup>th</sup> Meridian of West Longitude and east of 40 <sup>th</sup> Meridian of East Longitude.
Transpacific - Transcontinental	Traffic origin or destination points in North Dakota, South Dakota, Nebraska, Colorado, New Mexico, and states east thereof and points in Canada east of Saskatchewan.
Offshore	Trades not specifically defined herein.

Note 1: Except as otherwise provided, when transshipment is substituted for direct call or vessel, the charges on cargo so handled shall be the same as that applicable to cargo and containers handled on direct call vessels.

#### **(H) U. S. GOVERNMENT CARGO**

U. S. Government Cargo is defined as cargo where title has passed to the U. S. government, and the U. S. government bears direct responsibility for the payment of marine terminal rates and charges.

#### **(I) U. S. GOVERNMENT-SPONSORED CARGO**

U. S. Government-Sponsored Cargo is defined as cargo moving under U. S. government contracts where the shipper bears direct responsibility for the payment of marine terminal rates and charges until title passes to the U. S. government. Cargo moving under this definition is considered commercial cargo and subject to the published tariff rates and charges for commercial cargo.

#### **(J) UNITIZED CARGO**

Means cargo secured to pallet or skids, or when the individual component shipping packages are banded or otherwise securely held together to form a single unit that has been prepared by the shipper and which can be handled with mechanical forklift equipment as one unit.

#### **(K) VESSEL**

The term "vessel" as used in this tariff means:

- (1) Any watercraft, barge, or raft that is presented for berthing, and
- (2) Reference to vessel includes, without exception, its owner, charter, agent, operator, and its employees.

#### **(L) CARLOADING AND UNLOADING**

The services performed in loading or unloading cargo between wharf premises and railroad cars. The services include ordinary breaking down, sorting, and stacking. (See Note)

Note: Departure from definition prescribed in 46 Code of Federal Regulation, Part 525, reading as follows:

“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.”

**ITEM 1420**  
**ELECTRIC CURRENT**

Electricity will be furnished at the average KWL rate for the terminal/location based on Seattle City Light rates. Labor for installation is additional at rates named in [Item 6120](#). If it is not possible to meter the service, the kilowatt hours of usage will be prorated and determined by the terminal. Subject to [Item 1040\(E\)](#).

- (A) Fee for electrical hookup and disconnect..... \$730.00  
Hookup and disconnect to be administered by Marine Maintenance personnel only. (See Note).
- (B) Electrical Administrative Fee..... \$42.50 per meter per month  
Covers vessels and yard/storage areas using electricity.
- (C) Electrical Maintenance Fee..... \$43.25 per meter call per month  
Covers vessels and yard/storage areas using electricity.

Note: Fee for electrical hookup and disconnect is during straight time hours. Hookups and disconnects other than during straight time hours are subject to this fee and in addition, [Item 6120](#), Note 1 (overtime rates of pay and minimum callouts based upon applicable labor contracts).

**ITEM 1440**  
**EMERGENCY ELECTRIC POWER RATE INCREASE**

If Seattle City Light increases electricity rates by any emergency rate or penalty surcharge for electricity, all such increases will be applied directly to charges assessed pursuant to [Item 1420](#) of this tariff at the same percentage or other increased rate effective on the date of such increased surcharge or penalty by the power company.

**ITEM 1450**  
**(A)SECURITY FEE**

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard regulation 33CFR105, the Port will assess against and collect from ocean going vessels, their owners, or operators for the use of the Terminal working areas at port operated facilities, a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port’s sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Port Security Facility Fee - Per Day Per Vessel ..... \$410.00 (see Notes 1, 2 and 3)

Note 1: Does not apply to vessels exempt from MTSA or MTSA vessels assessed a security fee by the terminal operator. Fee may apply to a Non-MTSA vessel if the USCG directs that security services are required.

Note 2: Daily Security Fee – Per Day Per Vessel for vessels subject to MTSA.

Note 3: Subject to Washington State Leasehold Tax.

<u>USE OF BERTH</u>	<u>FACILITY FEE</u>	<u>STAFFING FEE</u>	<u>TOTAL</u>
<u>WORKING BERTH</u> Working berth includes up to one full-time guard, in 8-hour shifts. Additional guards, in 8-hour shifts, per <a href="#">Item 1450 (B)</a> Security Fees.	\$410.00/Day	\$750.00/Day	\$1,160.00/Day
<u>IDLE BERTH</u> Idle berth defined as not allowing entry/exit from restricted area, in 8-hour shifts. Must provide 24-hour advance notice of transition from Working Berth to Idle Berth. Idle Berth includes roving guard throughout terminal, no dedicated guard at berth.	\$410.00/Day	\$150.50/Day	\$560.50/Day

**(B) SECURITY FEES - Rates on Security Services Contracted through the Port.**

Customers can contract additional security staff through the Port for use at Port Terminals for events, traffic management, and other services.

1. Unarmed Security Guards:

- Non-supervisory Security Fee..... \$39.32 per hour (Straight)  
(see Notes 1, 2 and 3)
- Non-supervisory Security Fee..... \$47.19 per hour (Overtime, Port observed holidays)  
(see Notes 1, 2 and 3)
- Supervisory Security Fee..... \$61.79 per hour (Straight and Overtime)  
(see Notes 1, 2, 3 and 4)

Note (1): Security Hours are rounded up to the nearest hour for billing.  
 Note (2): Minimum four (4) hours of service per call out per shift.  
 Note (3): Minimum twenty-four (24) hours advance notice.  
 Note (4): Fee will apply to 25% total Security fee hours accrued.

2. Armed Security:

Armed security on all Port of Seattle properties SHALL ONLY be provided by Port of Seattle Police at rates and terms provided by scheduler at rate that is set by Police department and that includes benefit cost. There is a four (4) hour minimum and request for services must be made no less than one week in advance of service need.

**ITEM 1460**  
**SMALL LOTS FEE**

A charge of \$164.92 will be assessed against Inbound Wood Products and Iron or Steel for bills of lading below 20 metric tons.

**ITEM 1480**  
**SEGREGATION AND SEGREGATION CHARGES**

Requests for extra segregation of commodities, if before arrival of vessel, should be directed to vessel's agents.

**ITEM 1500**  
**VESSEL TELEPHONE SERVICE**

Requests for temporary telephone service are to be arranged by agents/owners through local phone company for each vessel connection.

**ITEM 1520**  
**FRESH WATER**

Fresh water furnished to vessels and other uses:

(Compute 7-1/2 gallons per cubic foot, or 32 cubic feet per short ton, 8-1/3 lbs. per gallon, or 62.4 lbs. per cubic foot)

(A) Water connection by Port staff.....	Per <a href="#">Item 6120</a>
Rate is per hook-up provided by the Port (see Note),	
(B) Fresh Water Utility Connection Fee when no hose or connection is provided by the Port.....	\$40.00 per month per meter
(C) Water rate for each 100 cubic feet of water used, in addition to charges as provided in number (A) or (B) above .....	Per Port of Seattle Tenant Utility Rates
(D) Water Utility Maintenance and Administrative Fee .....	\$37.75 per month per meter

Note: Water hookup rate is applicable during straight-time hours. Water hookups other than during straight-time hours are subject to this rate and, in addition, to [Item 6120](#), Note 1. (Overtime rates of pay and minimum callouts based on applicable labor contracts.)

End of section, return to [General Index](#).

**SECTION ONE, PART 3 – RULES, REGULATIONS AND CHARGES FOR MISCELLANEOUS SERVICES**

**Vessel Berth Reservation**

**ITEM 1600**

**VESSEL BERTH RESERVATION**

See next page



**PORT OF SEATTLE  
APPLICATION FOR VESSEL BERTH RESERVATION (See Notes and Conditions)**

**Reservation of a Berth is Requested at the Port of Seattle**

				Date
Vessel	Voyage No.	LOA	ETA	ETD
Vessel Owner/Line	Berth Desired			
Vessel Charterer				
To Load (Commodity Type and Amount/No. of Containers)		To Discharge (Commodity Type and Amount/No. of Containers)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

**NOTES AND CONDITIONS**

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

FOR PORT USE ONLY	
Application Received By:	Time/Date:
Application Approved By:	Time/Date:
Berth Assigned:	Vessel ETA:
Special Crane or Cargo Handling Equipment Required:	

**PORT OF SEATTLE  
SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION**

					Date
Vessel	Voyage No.	LOA	ETA	ETD	
Vessel Owner/Line		Berth Desired			
Vessel Charterer					
To Load (Commodity Type and Amount/No. of Containers)			To Discharge (Commodity Type and Amount/No. of Containers)		
Terms of Affreightment			Terms of Affreightment		
Agency Firm			Authorized Individual		

Note: Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of the affreightment for any other part of the cargo.

Category of Port Changes	Party Responsible for Payment	Estimated Dollar Amount	For Port/Dock Operator Use
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Drayage			
5. Misc. (Water, Electricity, Etc.)			
6. Security			
7. Other			

Total Estimated Charges: \$ \_\_\_\_\_

Pursuant to the instructions set forth in Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessels, and attests to the accuracy of the information provided to the extent set forth in Paragraph C.

Date:	(Berth Agent)	(As Agent Only)
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**Acceptance of Financially Responsibility for Payment**

In connection with the Application for Vessel Berth Reservations dated \_\_\_\_\_, 20\_\_\_\_, the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

Category of Port Charges Line item(s) No.		For Port/Dock Operator Use
(Name of Company)	(Authorized Signature)	
Category of Port Charges Line item(s) No.		
(Name of Company)	(Authorized Signature)	
Category of Port Charges Line item(s) No.		
(Name of Company)	(Authorized Signature)	

Note: Pursuant to Port of Seattle Tariff Rule No. 1600, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

**PORT OF SEATTLE  
CONDITIONS OF BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff Rule 1600 in the Port of Seattle Terminals Tariff, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, complete36d in accordance with and otherwise governed by, the terms and conditions set forth below:

- A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
  - 1. That party responsible has established credit worthiness acceptable to the Port; or
  - 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
  - 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the reverse of this form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

End of section, return to [General Index](#).

**SECTION TWO, TEMPORARY NON-PREFERENTIAL ASSIGNMENT RULES AND REGULATIONS**

**ITEM 2000**  
**TEMPORARY NON-PREFERENTIAL ASSIGNMENT CONDITIONS**

At Port terminals, when the Port does not provide any services in connection with the receipt, delivery, checking, care, custody, and control of cargo, the Port, on space-available basis, may grant participants named in this tariff temporary non-preferential assignment of wharf areas and privileges:

- (A) To moor vessels owned or operated by assignee or other vessels which may be assigned by the Port to such Terminal areas;
- (B) To assemble and distribute merchandise and cargoes of, or for, such vessels; and
- (C) To perform such other related activities in transiting cargo as may be necessary.

Assignees and vessels and their owners are subject to the rates, charges, rules, and regulations of Port tariffs.

The removal of dunnage and ordinary sweeping and cleaning to maintain the Terminal area in safe and orderly condition is the responsibility of the assignee.

The Port will maintain Terminals and facilities, will supply utilities, except utilities required by vessels, and will maintain and fuel Port-owned cranes and cargo handling equipment. (See exception)

Exception: Electricity is not included. A separate invoice will be issued for actual power usage at rates named in [Items 1420](#) and [1440](#), or at actual cost when separately metered.

Fresh water will be billed as provided in [Item 1520](#).

Vessel reservations and assignments will be arranged by the Port. The terms of this Item apply on vessel-to-vessel basis and charges will be assessed to the assignee.

All books, records, and accounts of the assignee pertaining to the operation of the business herein authorized which are material or relevant in computing and verify the assessment of terminal charges provided for herein shall be open to inspection and auditing by a representative or representatives of the Port at any reasonable time for the purpose of verifying the amount(s) payable.

End of section, return to [General Index](#).

## **SECTION THREE, PART 1 – WHARFAGE RULES AND REGULATIONS**

### **Rules**

#### **ITEM 3000** **WHARFAGE**

##### **(A) WHARFAGE - DEFINITION**

A charge assessed all cargo passing or conveyed over, onto, or under Terminals or between vessels (to or from barge, lighter or water), when berthed at a wharf, piling structure, pier, bulkhead structure or bank or when moored in a slip adjacent to wharf, wharfage is solely the charge for use of wharf and does not include charges for any other service.

##### **(B) WHARFAGE ON DUNNAGE**

Wharfage is charged on dunnage for ship's cargo, fuel handled over wharf, or materials loaded aboard the vessel for protection or preservation of commodities to be loaded elsewhere than at the Terminal at which such material is taken aboard the vessel.

##### **(C) WHARFAGE OVERSIDE, OTHER THAN BULK**

All cargo loaded or discharged over the side of a vessel directly to or from another vessel, barge, lighter, raft, or to or from the water while vessel is berthed Terminal, shall be assessed one-half the regular wharfage rates, but in no instance, unless specifically rated under individual items, shall the charge be less than \$7.03 per MBM, or \$7.76 per 1000 kg, or \$7.76 per cubic meter. (See Exception)

Exception: Does not apply to containers and containerized cargo.

##### **(D) WHARFAGE OVERSIDE, BULK**

Bulk liquids pumped overside from vessel to barge or lighter while vessel is loading or discharging other cargo on which wharfage is assessed will not be charged wharfage for that one cargo movement.

##### **(E) WHARFAGE ON TRANSHIPMENTS**

Wharfage on cargo which is transhipped to a vessel at the same Terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage. (See Exception)

Exception: Cargo which has been removed from wharf into warehouse or placed on monthly storage or on which a warehouse receipt is issued shall be subject to full outward wharfage.

**(F) WHARFAGE ON FREIGHT - WITHDRAWN**

When cargo is received for any purpose and is later withdrawn from the Terminal, full wharfage charges shall be assessed.

End of section, return to [General Index](#).

**SECTION THREE, PART 2 – WHARFAGE RATES**

**COMMODITY**

**WHARFAGE**

Except as otherwise provided, rates are in dollars per 1000 kg

**ITEM 3040** **ALL CARGO, NOS**, (Includes Vessel Stores)

Rates apply per 1000 kg or per cubic meter, as manifested by vessel for revenue purposes. When no specific commodity rate is named in this tariff, or freight is manifested by vessel on a per package or per container basis, charges will be assessed on the applicable NOS rate, whichever creates the greater revenue.

Per 1000 kg..... \$16.59  
 Per cubic meter..... (1) \$16.59

(1) When measurement is not supplied, it shall be determined on the basis of one cubic meter for each 250 kg of cargo. In the case of containerized cargo, total measurement shall not exceed ninety-five percent (95%) of the internal capacity of the container used.

**ITEM 3080** **BEVERAGES, VIZ:**

Alcoholic, except beer, ale and stout, per 1000 kg..... \$23.27  
 Beer, ale & stout, per 1000 kg..... \$16.59

**ITEM 3100** **BOATS, PLEASURE**

**(1)OVERALL LENGTH IN FEET**

Over	Not Over	Unit Charge
0	16	\$64.34
16	20	\$88.36
20	24	\$120.43
24	30	\$152.44
30	--	\$184.31

**ITEM 3120** **BUILDINGS, KD**

NOS, per 1000 kg..... \$19.01

**ITEM 3140** **BULK COMMODITIES**

DRY NOS, per 1000 kg..... \$5.32

(Direct loading and/or unloading only – See [Item 1380\(B\)](#). Bulk liquid, petroleum fuel or oily wastes through pipeline, from and to vessel..... \$0.14

(rate is per barrel of 42 gallons or 159 liters) Bulk liquid, non-petroleum oils, fats, chemicals and molasses, per 1000 kg..... \$2.85

**ITEM 3240 FISH AND SEAFOODS**

(subject to Note)

Fresh or Frozen, in packages or loose, per 1000 kg..... \$16.59  
 Fish meal, inedible, packages, per 1000 kg..... \$4.21

Note: Product discharged at Port Terminals and subsequently moved to cold storage facilities on Port property for storage or processing shall be discounted ten percent (10%) of the wharfage rate, except for fish meal which is subject to the full wharfage rate.

**ITEM 3390 MACHINERY OR MACHINES**

Rubber-Tired or Treaded, NOS, (Including agricultural, earthmoving, road-making, or materials handling, per 1000 kg..... \$33.68

**ITEM 3400 METAL PRODUCTS**

Aluminum, brass, bronze, copper or steel loose, in bundles, coils or packages: viz: Angles, bars, beams, billets, blanks, bolts, channels, fasteners, ingots, nails, nuts, piling, pipe, plate, rails, rods, screws, sheets, unfinished shapes and wire, including barbed wire, per 1000 kg..... \$16.59

**ITEM 3440 NURSERY STOCK,**

Live..... (1) \$195.05  
 (2) \$286.43  
 (1) Applies in dollars per container not exceeding 24 feet on cargo originating in Hawaii.  
 (2) Applies in dollars per container exceeding 24 feet, but not exceeding 40 feet on cargo originating in Hawaii.

**ITEM 3480 PETROLEUM AND PETROLEUM PRODUCTS, VIZ:**

Grease, packaged, per 1000 kg..... \$16.59  
 Inflammables, liquid, including liquid petroleum gases, packaged, per 1000 kg..... \$23.27  
 Refer to [Item 1020\(E\)](#), Hazardous Cargo

**ITEM 3540 PULP, PAPER OR WOOD**

(except screening, tailing, or wetlaps)  
 In Bales, per 1000 kg..... \$8.08  
 In Rolls, per 1000 kg..... \$8.08



**ITEM 3600 TREES**

Christmas and Wreath, Garland or Trim, Evergreen.....	(1) \$384.40 (2) \$618.90
(1) Applies in dollars per container not exceeding 24 feet on cargo destined to Hawaii.	
(2) Applies in dollars per container exceeding 24 feet, but not exceeding 40 feet on cargo destined to Hawaii.	

**ITEM 3610 USDA, TITLE II PL-480 CARGO**

(Subject to Note)

The following rates apply for United States Department of Agriculture sponsored cargo:

Temperature-controlled Cargo, per 1000 kg.....	\$12.06
Bagged Grain and Grain Products, processed or unprocessed, per 1000 kg.....	\$8.54
Dairy Products, non-refrigerated, per 1000 kg.....	\$8.54
Beans, Peas and Lentils, per 1000 kg.....	\$8.54

Note: Only car unloading (see [Item 1380\(L\)](#)) and wharfage are applicable to USDA Title II PL-480 shipments. Other charges are billed to the ocean carrier. When car unloading is performed, the following rates per 1000 kg apply:

Temperature-controlled Cargo.....	\$64.34
Bagged Grain and Grain Products, processed or unprocessed.....	\$27.65
Dairy Products, non-refrigerated.....	\$27.65
Beans, Peas and Lentils.....	\$27.65

End of section, return to [General Index](#).

## **SECTION FOUR – PASSENGER VESSELS AND CRUISE SHIPS**

### **ITEM 4000**

#### **HOME PORT CRUISE SHIPS – REDUCING SHIP AIR EMISSIONS**

1. “Passenger cruise ships” as used in this Section are vessels certificated to carry passengers for hire of more than 50,000 gross registered tons international or certificated to carry more than 500 passengers that use Port Terminals for disembarking and embarking passengers.
2. All home port passenger cruise ships while at berth in Port Terminals must use either shoreside electrical power (where available), burn low-sulfur fuel, or use exhaust gas cleaning system technology operating in zero-discharge mode and in compliance with the fuel sulfur requirements of the International Maritime Organization’s (IMO) North American Emission Control Area (ECA), to operate the vessel systems once the vessel has been secured to the dock and until its preparation for departure begins. For the purpose solely relating to this Item, the term low-sulfur fuel consists of a fuel mixture with 0.1% sulfur or less. If any cruise ship intends to use a shoreside electrical connection while at berth and if shoreside electricity is not available, the vessel may continue to run its engines which are necessary to operate the vessels systems while at berth. Vessels shall always comply with IMO ECA requirements.
3. The Port may, at its option, for purposes of internal and external air quality and emission program planning, tracking, and communications, obtain from the vessel captain, owners or its representatives’ information about the methods by which ships achieve ECA compliance, (compliance as managed by USCG) about exhaust gas cleaning system operations and fuel use while inside ECA, and about the use of shore power at berth. The vessel captain, owners, or its representatives will provide copies of receipts, operational records, and vessel log documentation in a reasonable amount of time following a Port request.
4. For vessels equipped with a Shoreside electrical connection calling on a berth equipped to provide shoreside electrical power, the vessel captain, owners or its representative will provide the Port with a record and information on shore power connections each week for the previous week.

### **ITEM 4001**

#### **CRUISE SHIPS – PROTECTING WATER QUALITY**

1. Provisions under this Item apply to all passenger cruise ships that use Port Terminals.
2. Passenger cruise ships will not discharge graywater, blackwater, or exhaust gas cleaning system wash water, whether treated or not while at berth in Port Terminals.
3. The Port may, at its option, obtain from the vessel captain, owners or its representatives, operational records and vessel log documentation to verify compliance with this provision.
4. Passenger cruise ships will notify the Port within 24 hours of any accidental discharge of treated or untreated graywater, blackwater, or exhaust gas cleaning system wash water.

**ITEM 4010**  
**PASSENGER FEE**

Provisions under this item apply to “passenger cruise ships” as defined as vessels certificated to carry passengers for hire of more than 50,000 gross registered tons international or certificated to carry more than 500 passengers that use Port Terminals for disembarking and embarking passengers.

(1) HOME PORT CRUISE SHIP – WEEKEND (Friday, Saturday, Sunday and Monday)

Passenger Fee:

Per Passenger each way..... \$26.15

(1) HOME PORT CRUISE SHIP – MIDWEEK (Tuesday, Wednesday and Thursday)

Passenger Fee:

Per Passenger each way..... \$25.66

(1) PORT OF CALL/REPOSITIONING CALL – CRUISE SHIP

Embarking and/or disembarking Passenger Fee:

Per Passenger per call..... \$26.15

(1) PORT OF CALL/REPOSITIONING CALL – CRUISE SHIP

In transit Passenger Fee:

Per Passenger per call..... \$26.15

(1) Passenger Fee Exceptions:

Exception 1: Freight vessels with incidental passenger accommodations (usually limited to 12 persons) and passengers in through-transit on a continuous trip are excluded.

Exception 2: Commuter vessels engaged in daily service from/to Seattle to/from other Puget Sound and British Columbia coastal ports will be assessed passage fees on the following basis:

	<u>Fee</u>
<u>One-way Service</u>	
Passengers embarking from pier to vessel, each.....	\$2.20
Passengers disembarking from vessel to pier, each.....	\$2.20
<u>Round-trip Service</u>	
Passengers embarking and disembarking, same day service, each.....	\$2.70

Exception 3: Passenger vessels that do not meet the definition of a “passenger cruise ship” as defined in this Tariff, with an itinerary anticipating an overnight stay on board for passengers or crew will be assessed passage fees as follows:  
 Per Passenger per call ..... \$26.15

**ITEM 4020**  
**DOCKAGE RATES FOR PASSENGER VESSELS**

Provisions under this Item apply to passenger cruise ships and passenger vessels, equal to or greater than 198 meters (or 650 feet) in length-over-all. Dockage Fee shall be charged per linear foot length-over-all.

Weekend Home Port Vessel (Friday, Saturday, Sunday and Monday).....	\$22.38
Mid-week Home Port Vessel (Tuesday, Wednesday and Thursday).....	\$16.88
Daily Port of Call/In-Transit Vessel.....	\$22.38

Dockage rates in [Item 7000\(F\)](#) apply to passenger cruise ships and passenger vessels less than 198 meters (or 650 feet) in length-over-all.

**ITEM 4030**  
**FRESH WATER FOR PASSENGER VESSELS**

Fresh water furnished to passenger vessels:

Provisions under this item apply to passenger cruise ships.  
 (Compute 7-1/2 gallons per cubic foot, or 32 cubic feet per short ton, 8-1/3 lbs per gallon, or 62.4 lbs per cubic foot)

(A) Water rate for each 100 cubic feet of water used, in addition to charges provided in (B) below.....	Per Port of Seattle Tenant Utility Rates.
(B) Water Utility Maintenance and Administrative Fee per passenger vessel per call .....	\$37.75

**ITEM 4035**  
**DEPARTMENT OF ECOLOGY MEMORANDUM OF UNDERSTANDING PROGRAM FEE**

Provisions under this Item apply to all passenger cruise ships that use Port Terminals and are subject to the Department of Ecology Memorandum of Understanding. The following standard charges apply per cruise call.

Department of Ecology Memorandum of Understanding Program Fee	
Per passenger vessel per call.....	\$34.00

**ITEM 4036**  
**SANITATION PROGRAM FEE**

Provisions under this item apply to all passenger cruise ships that use Port Terminals and are subject to Center for Disease Control’s Conditional Sailing Order.

Per Passenger each way.....	\$0.32
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End of section, return to [General Index](#).

**ITEM 4040**

**PUBLIC HEALTH EMERGENCIES AND PASSENGER VESSEL FACILITIES**

If a public health agency with jurisdiction over any Port facilities that can be used to moor a Passenger Vessel declares a state of emergency as the result of an outbreak of a Communicable Disease, the Port may exercise the following powers:

1. The Port may halt all Passenger Vessel operations or activities (including but not limited to lay berthage) at the facility.
2. All Passenger Vessel operators who operate at the facility will immediately comply with all directives issued by the Port's Executive Director intended to impede or halt the spread of the Communicable Disease. Such directives may include closing the facility to Passenger Vessels.

"Passenger Vessel" as used in this item includes all cruise passenger vessels defined in [Item 4000\(1\)](#) and may, at the Port's discretion, include all other inspected vessels certificated to carry any passengers for hire calling at any Port facility.

"Communicable Disease" means diseases or illnesses that can be spread by airborne transmission between individuals or can be transmitted by contamination of surfaces from an infected person.

End of section, return to [General Index](#).

**SECTION FIVE, PART 1 – FREE TIME AND WHARF DEMURRAGE**

**Free Time Rules and Regulations**

**ITEM 5000**

**FREE TIME**

**(A) DEFINITION**

The specific period during which cargo may occupy space assigned to it on Terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo from the vessel.

**(B) COMPUTING FREE TIME**

- (1) Cargo Other Than Empty Containers or Chassis:

Free time starts the first 7:00 a.m. occurring after cargo is received or unloaded onto the wharf from inland carrier, in the case of cargo received from a vessel, the first 7:00 a.m. occurring after completion of vessel’s discharge. On outbound traffic to a vessel, the day or days the vessel is loading are not counted. On inbound traffic from the vessel, the day the cargo is delivered to an inland carrier is counted to determine the applicable free time and demurrage or storage.

Specialized Note for Containerized Cargo:

Containerized cargo may be subject to free time rules and demurrage charges as carried in ocean carrier’s tariff. Cargo owners are therefore referred to vessel tariffs. In the absence of overriding ocean carrier tariff rules, free time will be granted and wharf demurrage assessed in accordance with rules, conditions, and rates named in this tariff.

- (2) Empty Containers and Chassis:

Free time starts and is computed and expires as outlined for “cargo” in part (1) of this item.

- (3) Transshipped Cargo, Containers, or Chassis:

Only one (1) free time period is allowed.

**(C) FREE TIME PERIODS**

Unless otherwise specified, free time periods are as follows:

<u>Subject to Notes 1 and 2 and Exception 1</u>	<u>Inbound</u>	<u>Outbound</u>
Cargo, NOS.....	5 days	5 days
Containerized Cargo (CY) (Subject to Exception 2).....	5 days	5 days
Containers, empty (Subject to Note 3 and Exception 2).....	5 days	5 days

Chassis, empty (Subject to Note 3 and Exception 2).....	5 days	5 days
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- Note 1: Days are exclusive of Saturdays, Sundays, and legal holidays.
- Note 2: After the expiration of free time, wharf demurrage charges apply unless otherwise indicated.
- Note 3: Containers:  
Only one (1) free time period is granted to containers. The period applies to a container received with cargo and later made empty or a container received empty and later loaded with cargo.
- Chassis:  
When a chassis is being used in container movements to, from, or through the terminal, it is considered active. When not so used during a free time period, it is considered to be in idle status, and after the free time period, it is subject to storage.
- Exception 1: When sailing date of a vessel has been announced and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed seven (7) days. This exception does not apply on cargo against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.
- Exception 2: Provisions of Part (D) of this item do not apply.

**(D) ASSEMBLING TIME**

When space conditions permit, assembling time up to twenty-eight (28) calendar days beyond the regular free time allowance may be granted shippers for assembling lots of 200 metric tons or more for a particular vessel or shipment.

**(E) EXTENSION OF FREE TIME AND/OR DEMURRAGE OR STORAGE**

When, by reason of strike, boycott, walkout, or other condition affecting longshore labor supply or Port ability to provide, or permit, necessary functions of labor in connection with the receipt and delivery of cargo on a Port-wide basis, the Executive Director (ED) may declare a period of "Labor Emergency" to exist.

During the period of Labor Emergency, the duration of which shall be fixed by the ED in recognition of the nature of the emergency encountered, the congestion of facilities, duration of labor disruption, accumulation of cargo involved, and other similar factors, free time may be extended, demurrage charges and storage charges may be waived. Subject to Notes 1, 2, and 3.

- Note 1: The duration of the Labor Emergency in no case may exceed a period concurrent with the period of actual work stoppage and five (5) workdays after.

Note 2: Cargo on free time shall be assessed storage at levels provided herein after expiration of free time.

Note 3: Cargo on demurrage at the onset of the period of Labor Emergency shall be relieved of the payment of demurrage charges during the period of Labor Emergency and shall instead be assessed storage charges for that period at the levels provided herein. Demurrage status shall be restored with the expiration of the Labor Emergency.

End of section, return to [General Index](#).



**SECTION FIVE, PART 2 – FREE TIME AND WHARF DEMURRAGE**

**Wharf Demurrage Rates and Charges**

**ITEM 5020**

**WHARF DEMURRAGE**

**(A) WHARF DEMURRAGE DEFINITION**

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

**(B) RATES AND CHARGES**

Following the expiration of free time, shipments on hand on a wharf, on a floor, on a platform, or in a container partially loaded will be subject to demurrage. Demurrage starts at the expiration of free time and continues until the shipment is removed. For the assessment of demurrage, all days are counted, including Saturdays, Sundays, holidays, and the day the shipment is removed.

Demurrage is assessed on the basis of 1000 kg or 1 cubic meter, whichever basis creates the greater revenue as follows:

(1) Wharf Demurrage

	<u>Rate Per Day</u>	
	<u>Per 1000 kg</u>	<u>Per Cubic Meter</u>
All Cargo, NOS Inbound or outbound, except as provided in Note 1.....	\$1.50	\$1.05
 <u>Minimum Wharf Demurrage</u>	<u>Per Month Per Ocean B/L</u>	
All Cargo, NOS, except iron or steel products.....	\$40.16	
Iron or steel products.....	\$63.83	
Note 1: Boats.....	\$11.50 per lineal foot per day	

**(C) WHARF DEMURRAGE CONTAINERS – APPLIES TO ALL TERMINALS OTHER THAN TERMINAL 91**

After free time expires, all containers shall be assessed demurrage according to the outside length of the van or container in accordance with the following rate schedule in dollars:

<b>CONTAINER SIZE IN FEET</b>	<b>DEMURRAGE CHARGE</b>	
	Charge per day for the first five days or fraction thereof	Charge per day for each additional day over five days or fraction thereof
<b>INBOUND</b>		
20 feet.....	\$39.77	\$71.82
35-44 feet.....	\$76.87	\$148.20
45 feet & over.....	\$104.26	\$199.18
<b>OUTBOUND</b>		
20 feet.....	\$26.89	\$50.74
35-44 feet.....	\$50.74	\$103.37
45 feet & over.....	\$67.41	\$130.52

**(D) MONTHLY STORAGE – CONTAINERS, TRAILERS, CHASSIS, AND CRANES – APPLIES TO TERMINAL 91 ONLY**

Charge per month, in whole month increments (See Note):

<u>LENGTH OVERALL</u>	<u>RATE</u>
Less than 55 feet .....	\$248.00+ tax
55 feet or greater .....	\$318.00+ tax

Note: Monthly storage must be arranged in advance and unit must be located in a location designated by Port. Rate applies to maximum area utilized in a month for each length class. For example, if on any day of the month, two cranes greater than 55 ft in length and two cranes less than 55 ft in length are stored, but on all other days of the month one crane greater than 55 ft and one less than 55 ft are stored, the charges that month will reflect four cranes, two at the rate “55 feet or greater” and two at the “Less than 55 feet” rate. Port reserves the right to require relocation at any time at user’s expense upon 72 hours’ notice or may reposition and invoice user at cost for labor and equipment. All monthly rates are based on a calendar month.

**(E) STAGING – VEHICLES, CONTAINERS, AND ROLLING STOCK – APPLIES TO TERMINAL 91 ONLY**

Truck and Vehicle Staging (less than 30 days).....	\$76.50 per day per truck
Truck and Vehicle Staging 30 days or more.....	\$248.00 per month + tax per truck

Note: Any amount of staging time in a calendar day is charged as a full day. Daily staging must be arranged in advance and unit must be located in a location designated by Port. Rate applies to a specific unit. Port reserves the right to require relocation at any time at user's expense upon 24 hours' notice or may reposition and invoice user at cost for labor and equipment. All monthly rates are based on a calendar month.

**(F) NET REPAIR - APPLIES TO TERMINAL 91 ONLY**

Net Repair	COD end or comparable.....	\$195.00 per day per net
Net Repair	All other nets.....	\$260.00 per day per net

Note: Net repair location and boundaries must be arranged in advance and unit must be located in a location designated by Port. Rate applies to a specific unit. Port reserves the right to require relocation at any time at user's expense upon 24 hours' notice or may reposition and invoice user at cost for labor and equipment. May be subject to applicable leasehold tax.

**(G) OPEN STORAGE - APPLIES TO TERMINAL 91 ONLY**

LOCATION	(SOUTH OF MAGNOLIA BRIDGE)
Open Storage.....	\$0.60 per square foot per month + tax

LOCATION	(NORTH OF MAGNOLIA BRIDGE)
Open Storage.....	\$0.35 per square foot per month + tax

Note: Location and boundaries must be arranged in advance and storage must be located in a location designated by Port. Rate applies to a specific fixed location. Port reserves the right to require relocation at any time at user's expense upon 24 hours' notice or may reposition and invoice user at cost for labor and equipment.

**(H) PULL BITT USE**

Pull Bitt Use.....	\$2,865.00 per day
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Note: Port reserves the right to cancel upon 24 hours' notice. Use of Pull Bitt must comply with Port of Seattle Engineering instructions and all safe working conditions. Maximum safe working load for the Pull Bitt is 200 Tons. Vessel operator must sign a Hold Harmless Agreement before use.

**(I) DAILY RATE – OFFICE TRAILERS – APPLIES TO TERMINAL 91 ONLY**

	<u>RATE</u>
Less than 70 feet.....	\$60.00 per day + tax (if applicable)
70 feet or greater.....	\$85.00 per day + tax (if applicable)

Note: Electrical connections will be provided per [Item 1420](#) and [Item 6120](#).  
 Note: See [Item 5020\(D\)](#) for idle trailer rates.

End of section, return to [General Index](#).

**SECTION SIX, PART 1 – EQUIPMENT RENTAL AND LABOR RATES**  
**Equipment Rental Conditions and Rates**

**ITEM 6000**  
**EQUIPMENT RENTAL CONDITIONS**

**(A) GENERAL**

Equipment as listed, when available, will be rented at the convenience of the Port. All renting or use of equipment on Port property by user, renter, or operator shall be upon and subject to the following conditions and charges, the renting or use of which shall constitute an agreement with the Port to pay such charges and be bound by such conditions.

Port equipment is presumed to be in good operating condition when turned over to user, renter or operator; but the Port does not warrant the mechanical condition thereof., The Port will not be responsible for delays caused user, renter or operator by breakdown of equipment, by shut-off of electric current or other causes. The Port reserves the right to stop operation of its equipment at any time to make repairs that appear to be necessary.

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

**(B) COMPUTING TIME**

Equipment rental starts at the time specified when equipment is requested or when operator time starts, whichever occurs first, and continues until equipment is released to the Port, subject to the following conditions.

Crane rental time is subject to the following:

- 4 hours minimum billed for the first half of day shift or night shift use
- 4 hours minimum billed for the second half of day shift or night shift use
- 5 hours minimum billed for crane use during hoot shift

The only adjustments made to this crane billing structure will be for late starts during the first shift of operations on a ship and early finishes on the last shift worked to finish a ship. In these cases, time will be billed for actual hours used. No deductions will be allowed for no work provided, downtime labor actions or breaks in activity of any kind.

**(C) EQUIPMENT PLACED ABOARD VESSELS**

When lift trucks are placed aboard vessels, twice the normal rental rate applies.

**(D) RESPONSIBILITY**

All Port equipment utilized in performing work is expressly understood to be under the direction and control of the user, and the user is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment, except that which results from the negligence of the Port. It is incumbent upon the user to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters.

All such equipment will be properly used and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the user shall pay for the damage to such equipment.

The user, renter, or operator shall be responsible for loss or damage and cost of repairs, except that which results from the negligence of the Port. User, renter or operator of Port facilities, including but not limited to equipment, shall indemnify and save harmless the Port from and against all liability, losses, claims, demands, and suits for damages, including death and personal injury, and including costs of suit and attorneys' fees, incident to or resulting from its operations at the Port. This paragraph subject to [Item 1130](#).

**(E) RATES PER HOUR**

Rates named apply per hour or fraction thereof except as otherwise noted and do not include operators.

**(F) SALES/USE TAX**

Equipment rental rates, maintenance labor and sale of materials are subject to applicable state sales/use tax.

**ITEM 6000**  
**EQUIPMENT RENTAL RATES**

<u>Type</u>	<u>Rate per Hour</u> <u>Except as Noted</u>
Equipment performing a specific customized service not otherwise provided in normal Port activities will be subject to quotation	
PORTABLE SHIPS' GANGWAYS (Rate per Day).....	\$140.50
PORTABLE SHIPS' PLATFORMS (Rate per Day).....	\$140.50
YOKOHAMA FENDERS (Rate per day).....	\$140.50
TWIC FENCING – 12' Sections (Rate per day per section) .....	\$15.75

POP UP VEHICLE BARRICADE (Rate per day).....	\$60.00
GUARD SHACK (Rate per Day).....	\$12.00
(Rate per Month).....	\$280.00
4-DRUM SPILL CONTAINMENT PALLET (Rate per Day).....	\$2.00
(Rate per Month).....	\$36.00
4-DRUM SPILL CONTAINMENT STORAGE SHED (Rate per Day).....	\$11.00
(Rate per Month).....	\$186.00
2-TANK INTERMEDIATE BULK CONTAINER (IBC) SPILL CONTAINMENT PALLET (Rate per Day).....	\$9.00
(Rate per Month).....	\$152.50

The renter is responsible to move from and return to the same terminal if equipment is used at other locations.

<u>SWEEPERS, DOCK or TRUCK, VACUUM</u> (Subject to Note 1) with operator (Subject to note).....	\$280.00 per hour
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Note 1.1: Rate for overtime hours subject to [Item 6120](#), in addition to hourly rate.

Note 1.2: Two hour minimum.

Note 1.3: Rate subject to discharge costs if applicable.

STAND OFF BARGES (Subject to Note 2)	
55' x 11'.....	\$295.00
40' x 11'.....	\$206.25

Note 2: Rates are per day per barge. Use of barges may require launching from upland storage. In the event barges require launching, labor rates per [Item 6120](#) and possible rental costs for a 175 ton crane will apply as additional costs.

<u>TRUCKS, LIFT</u> (Subject to Note 3)	
Small (<10,000 lbs).....	\$78.00
Medium (10,000<38,000 lbs) .....	\$115.00
Large (38,000<50,000 lbs).....	\$190.00
X-Large (50,000 lbs +).....	\$255.00

Note: Two hour minimum. Prices per hour.

Note 3: Special equipment (lifts, generators, boom truck, etc.) Reimbursable work requiring the use of special equipment longer than the initial first work day shall be charged to the customer at the current market rental rate. In addition, a fuel surcharge shall be added to cover fuel consumed past the initial work day.

End of section, return to [General Index](#).

**SECTION SIX, PART 2 – EQUIPMENT RENTAL AND LABOR RATES**

**Labor Rates**

**ITEM 6120**

**MAINTENANCE LABOR**

Labor for maintenance of facilities and equipment may be furnished at composite rate of \$170.00 per worker per hour for all other equipment and facilities labor. See Note 1.

Note 1.1: As applicable, per union contracts, one or both of the following may apply:

- A. Labor on overtime will be charged at either one and one-half (1½) or two (2) times the hourly rate, based upon the applicable labor contract.
- B. Minimum call-out premium will be either four (4) or eight (8) hours minimum, at overtime rate, based on the applicable labor contract.

Note 1.2 : Subject to applicable state sales/use tax.

End of section, return to [General Index](#).

## **SECTION SEVEN – DOCKAGE RULES, REGULATIONS, AND RATES**

### **ITEM 7000** **DOCKAGE**

#### **(A) DEFINITION**

The charge assessed against vessels for berthing at a wharf, pier, piling structure, bulkhead structure, bank or for mooring to a vessel so berthed.

#### **(B) BASIS FOR COMPUTING CHARGES**

Dockage charges are assessed upon length-over-all (LOA) of the vessel. Length-over-all is defined as the linear distance, in meters or feet, from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel.

The Port will use the length-over-all of the vessel, as published in “Lloyd’s Register of Shipping.” If the length is not shown in the Lloyd’s Register of Shipping, the ships certificate of registry showing the length of the vessel will be accepted. Vessel owner or agent will promptly provide the Port its registration number upon request. The Port reserves the right to determine length over all of the vessel by measuring the vessel.

Note: Vessels at Berth 30 consecutive days or more may be subject to leasehold excise tax in addition to normal rates.

#### **(C) DOCKAGE PERIOD - HOW CALCULATED**

The period of time which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated. All time is counted and no deductions are allowed because of weather or other conditions.

#### **(D) CHARGES WHEN A VESSEL SHIFTS TO DIFFERENT BERTH**

When a vessel is shifted directly from one position to another berth or slip operated by the same terminal company, the total time at such berths or slips will be considered together when computing the dockage charge.

#### **(E) VESSELS REQUIRED TO CHANGE BERTHS**

A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo. A vessel on notice to move which refuses to vacate will be assessed dockage at five times its applicable rate, starting at the time vessel is noticed to vacate.



**(F) DOCKAGE RATES:**

Dockage rates will be assessed as follows unless otherwise specified in this tariff. Rates in dollars per 24-hour period or portion thereof.

<u>Length-over-all</u> <u>In Meters</u>		<u>Length-over-all</u> <u>In Feet</u>		<u>Charge per 24-hour Day</u> <u>Or Fraction Thereof</u>
<u>Over</u>	<u>But not over</u>	<u>Over</u>	<u>But not over</u>	<u>Note A</u>
0	30	0	100	311
31	38	101	125	419
39	46	126	150	545
46	53	151	175	682
53	61	176	200	846
61	69	201	225	1,031
69	76	226	250	1,239
76	84	251	275	1,466
84	91	276	300	1,728
91	99	301	325	2,023
99	107	326	350	2,351
107	114	351	375	2,764
114	122	376	400	3,048
122	130	401	425	3,369
130	137	426	450	3,747
137	145	451	475	4,042
145	152	476	500	4,431
152	160	501	525	5,034
160	168	526	550	5,861
168	175	551	575	6,148
175	183	576	600	6,527
183	191	601	625	7,430
191	198	626	650	8,650
199	206	651	675	9,838
206	213	676	700	11,106
213	221	701	725	12,864
221	228	726	750	14,720
229	236	751	775	16,701
236	244	776	800	18,755
244	259	801	850	21,534
259	274	851	900	24,502
274	290	901	950	27,609
290	--	951	--	(1)

See Below:

For vessels exceeding 290 meters (or 950 feet), charge the rate for 290 meters (or 950 feet) plus \$3,385 - Note A for each 15 meters (or 50 feet) or portion thereof of length over all exceeding 290 meters (or 950 feet).

### **(G) SPECIAL RATES ON BARGES AND TUGS**

Barges receiving or discharging fuel at Terminal 18 will be charged \$295.00 per 24-hour period or portion thereof.

### **(H) DOCKAGE FOR IDLE BARGES AND VESSELS**

Idle barges (Subject to Note 1) and dead vessels (Subject to Note 2) will be charged fifty percent (50%) of Column A rates in Part (F) of this item.

Note 1: For purposes of this item, "idle" is defined as:

- (1) Idle empty barges in lay-up status, or
- (2) Barges that have been loaded and are in lay-up awaiting dispatch or in lay-up awaiting cargo to complete loading,
- (3) Barges not under repair and not being cleaned.

Note 2: For purposes of this item, "dead vessels" are defined as:

- (1) Idle vessels not in position to load or unload (excluding vessel stores), and not under repair.

### **(I) DOCKAGE RATES FOR FISHING VESSELS**

- (1) Fishing vessels actively working (loading/unloading cargo, vessel stores, repair work, etc.) will be assessed full dockage as provided in Part (F) of this item, Note A.
- (2) With advance notice from vessel operators, fishing vessels not actively working will be assessed dockage at fifty percent (50%) of Part (F) of this item Note A.
- (3) Fishing vessels that depart the dock temporarily for the purpose of repairs or provisioning away from Terminal 91 and that continue to utilize the apron or that utilize the apron prior to or after terminating moorage will be assessed dockage at fifty (50%) of Part (F) of this item Note A.
- (4) Fishing vessels that depart the dock for reasons other than noted in [item 7000 \(I\)\(3\)](#) have up to two full days (48hr) to clean and clear the pier apron immediately adjacent to the vessel berth. This includes removal of all equipment, dumpsters, materials as well as sweeping up all debris that may have been left on the apron. If it is not cleaned as described above, full dockage as provided in part (F) of this item, Note A, will apply as if the vessel were still occupying the berth.

### **(J) DOCKAGE RATES FOR PASSENGER VESSELS**

See [Item 4020](#) for rates.

### **(K) DOCKAGE, DAMAGE TO DOCK/FENDER SYSTEM – PRE REPORTING**

Vessels are responsible and will be invoiced for damages to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage, unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.

**(L) DOCKAGE RATES – AT MOORING DOLPHINS NOT CONNECTED TO SHORE**

Dockage rates at the mooring dolphins will be assessed as follows unless otherwise specified in this tariff. Rates are in dollars per berth (1) per 24 hours or portion thereof or as otherwise noted.

Rates per Berth, per Day (1)	North Harbor Island Dolphins (rafting permitted) (2 a)	Pier 34 Dolphins (rafting not permitted) (2 b)	Terminal 108 Dolphins (2 b)	Notes
Daily Rates	\$740.00	\$525.00	\$175.00	(2) (3) (4)
Monthly Rates	\$570.00	\$430.00	\$130.00	(2) (3) (4) (5)

Notes:

- (1) **Berth** – A mooring dolphin berth consists of two (2) adjacent mooring dolphins.
- (2) **Rafting** –
  - (a) **North Harbor Island Mooring Dolphins** – One (1) vessel may raft alongside a vessel berthed at North Harbor Island mooring dolphins at no additional cost. The rafted (outside) vessel is not subject to the minimum LOA requirement.
  - (b) **Pier 34 Mooring Dolphins and Terminal 108 Dolphins** - Rafting is not permitted, except for assist vessels alongside, and provided the overall width of the vessel at berth and the assist vessel alongside do not have a total beam in excess of 150 feet from the face of the dolphins.
- (3) **Vessel Size** – minimum LOA and maximum LOA, alongside dolphins:

Vessel Type	Minimum LOA (alongside mooring dolphins)	Maximum LOA (alongside mooring dolphins, or rafted outside at North Harbor Island)
Barges	220'	400'
Other Vessels	240'	400'

- (4) **Security Fees** ([Item 1450](#)) do not apply at mooring dolphin berths.
- (5) **Monthly Moorage** – Minimum 30 consecutive days. Must be arranged in advance. Subject to Washington Leasehold Excise Tax.

**(M) SPECIAL RATES ON TERMINAL 107 (KELLOGG ISLAND)**

Any vessel (including barges) over 100 feet in length moored on any portion of Port-owned submerged lands surrounding Kellogg Island will be assessed as follows unless otherwise specified in this tariff. Rates are in dollars per berth (1) per day or portion thereof or as otherwise noted.

Daily Rate: \$225.00 per day (2) per vessel

- (1) Berth – any portion of tidelands or submerged lands not including areas within the boundaries of the former Commercial Waterway District No.1 of King County being used for moorage by any vessel or vessel tied to another vessel anchored on or over Port property.
- (2) Day is defined as that 24-hour period after midnight of the previous day and extending to midnight of the same day of occupancy by the moored vessel.

**(N) SPECIAL DOCKAGE RATES FOR TRAINING VESSELS / TRAINING SHIPS**

All vessels recognized by the USCG (or any other foreign national body authorized to grant vessel classifications) as training vessels will be assessed dockage rates at twenty five percent (25%) of Part (F) of this item including Note A if they are engaged in cadet/student training and are not engaged in commercial carriage of goods. Vessels qualifying for this special dockage rate will not be subject to SECTION THREE, PART 2 – WHARFAGE RATES.

End of section, return to [General Index](#).

**SECTION EIGHT, PART 1 – SERVICE AND FACILITIES CHARGE**

**Definitions and Conditions**

**ITEM 8000**

**SERVICE AND FACILITIES CHARGE**

**(A) DEFINITION**

Service and facilities charge, except as otherwise provided, is assessed to vessels for the use of Terminal working areas in the receipt and delivery of cargo to and from vessel and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer of cargo.

(See Note 1)

- (1) From vessels to consignees, their agents or connecting carriers, or
- (2) From shippers, their agents or connecting carriers to vessels.

The foregoing does not include any services or facilities the charge for which is included in wharfage, dockage, wharf demurrage, wharf storage or other individual charges.

No person other than the terminal shall be permitted to perform the services covered by this definition.

Note 1: Service and facilities charge does not include any cargo handling, loading nor unloading operations, or any labor other than that which is essential to performing the service.

**(B) MINIMUM CHARGE**

Minimum Charge (Per bill of lading)..... \$50.00  
(Subject to Item [1040\(E\)](#))

**(C) CARGO WITHDRAWN**

Full inbound or outbound service and facilities charge will be assessed on cargo received at or on the terminal and later withdrawn.

**SECTION EIGHT, PART 2 – SERVICE AND FACILITIES CHARGE**

**Rates**

<b>COMMODITY</b>	<b>INBOUND</b>	<b>OUTBOUND</b>
<b>Unless otherwise provided, rates are in dollars per 1000 kg as freighted</b>		
<b><u>ITEM 8020</u> <u>BULK LIQUIDS, NOS</u></b>		
Including Molasses and Oils, per 1000 kg (Subject to Note).....	(1) \$8.08	\$8.08
(1) From vessels through privately owned pipeline apply \$4.09 per 1000 kg		
<p>Note: On transship bulk liquid cargo being transferred from an ocean vessel directly to an inland vessel, inbound charges will be assessed at the receiving terminal only. This note is only applicable to ocean vessels working other cargo as well.</p>		
<b><u>ITEM 8040</u> <u>CARGO, NOS</u></b>		
(Includes vessel stores).....	\$39.58	\$25.17
<b><u>ITEM 8160</u> <u>IRON OR STEEL PRODUCTS</u></b>		
(Subject to Notes 1 and 2)		
(1)Each unit weighing under 1000 kg.....	\$52.93	\$25.17
(1)Each unit weighing 1000 to 2000 kg.....	\$36.17	\$25.17
(1)Each unit weighing 2000 to 3000 kg.....	\$32.05	\$25.17
(1)Each unit weighing 3000 to 7500 kg.....	\$24.78	\$25.17
(1)Each unit weighing 7500 kg or more.....	\$18.70	\$25.17
<p>(1) Each item on bill of lading will be totaled by weight, and the total weight per bill of lading will be divided by the number of pieces shown on the bill of lading. This average weight per piece will be used to determine the rate assessed.</p>		
<p>Note 1:Volume reductions to the service and facilities charge rates are available upon application for tonnage accumulated over a mutually agreed upon 12-month period by any individual ocean carrier.                      Up to and including 45,000 t – published rates apply.                      45,001 to and including 75,000 t – (2)published rates less 25%                      75,001 to and including 100,000 t – (2)published rates less 45%                      100,001 t and over – (2) published rate less 50%</p>		
<p>(2) On this tonnage portion.</p>		
<p>Note 2: Cargo worked in direct transfer as defined in Item <a href="#">1380(C)</a> apply \$8.05 per 1000 kg.</p>		

**ITEM 8200    PETROLEUM FUEL OR OILY WASTES**

In bulk, through pipeline, from and to vessel.....	\$0.075	\$0.075
Rate is in dollars per barrel of 42 gallons or 159 liters.		

**ITEM 8220    PULP, PAPER, OR RUBBER, VIZ:**

per 1000 kg.....	\$10.53	\$10.53
Pulp; paper or wood Rubber; crude or synthetic, palletized or unitized Paper or Paper Products; bags; building; kraft; linerboard; newsprint; paperboard; printing; tissue; toweling in jumbo rolls; wrapping; waste		

**ITEM 8240    UNITIZED FREIGHT, NOS.**

per 1000 kg		
In bales, bundles, rolls, coils, or packages, or units, each individual unit weighing:		
1000 kg but less than 2000 kg.....	\$27.12	\$20.91
2000 kg but less than 3000 kg.....	\$23.27	\$19.47
3000 kg but less than 7000 kg.....	\$19.00	\$19.01
7000 kg or more.....	\$13.52	\$13.52

End of section, return to [General Index](#).

## **SECTION NINE – MARINE TERMINAL TRUCK PROGRAM**

### **ITEM 9000**

#### **DRAYAGE TRUCK OPERATIONS**

In accordance with the Port's desire to achieve the air quality goals described in the Northwest Ports Clean Air Strategy, the Port seeks to reduce diesel emissions from drayage truck operations at its international container terminals ("Container Terminal" or "Container Terminals"). Accordingly, the following will apply to all Container Terminal tenants ("Tenants") that have incorporated by reference this tariff item in their leases or use agreements:

- (1) Effective on January 1, 2011, all trucks entering a Tenant's Container Terminal for the purposes of draying containers ("Drayage Trucks") to or from the Container Terminal must be engine model year 1994 or newer. Tenants will bar noncompliant Drayage Trucks from entering the Container Terminals.
- (2) The Port desires that by January 1, 2016, eighty percent (80%) of all Drayage Trucks entering a Tenant's Container Terminal will be engine model year 2007 or newer. Tenants will cooperate with the Port in collecting information regarding the progress being made to achieve the eighty percent (80%) goal.
- (3) Effective on January 1, 2018, all Drayage Trucks entering a Tenant's Container Terminal must be engine model year 2007 or newer. Tenants will bar noncompliant Drayage Trucks from entering the Container Terminals.
- (4) The Port will be responsible for providing the identifying mechanisms to enable the Tenants to identify Drayage Trucks that comply with standards of this Tariff Item. The Port may allow for non-compliant trucks at its discretion.

[End of Terminal Tariff, return to top](#)