



---

## **TARIFF UPDATE EFFECTIVE 01OCT2017**

### **Table of Contents**

1. Tariff Information Record
2. Rules
3. Rules History Search
4. Certification Information
5. Origin Scope
6. Destination Scope

## Tariff Information Record

**Tariff:** PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C.

**FMC Org Number** 013047

**Tariff Number** 200

**Title** PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C.

**Issue Date** 01OCT1994

**Type** TM

**Wt Ton Value** 2000

**Weight Unit** LBS

**Vol Ton Value** 40

**Volume Unit** CFT

**Currency** USD

**Effective** 01MAY1995

**Filing Codes** C

**Desc** PUBLISHER MAIN OFFICE

**Name** Same/Self

**Address**

**City:**

**Contact**

**Phone**

**Fax**

## Rule Index

1.	SCOPE
2.	ABBREVIATIONS, SYMBOLS
3.	RECEIVING/DELIVERING
4.	RECOGNIZED WORKING HOURS
5.	HOLIDAYS
6.	STORM PROTECTION AND RELATED COSTS
7.	ALL SERVICES BILLED FOR
8.	HEAVY LIFTS
9.	WORK STOPPAGE
10.	BILLING COMPENSATION
11.	EXCLUSIONS
12.	THIRD PARTY SERVICES/VENDORS
13.	TERMINAL SERVICE RECOVERY
14.	DOCKAGE/WHARFAGE
15.	TEU RATE FOR DOCKAGE AND WHARFAGE
16.	DEMURRAGE
17.	TERMINAL LANDING SURCHARGE
18.	CONGESTION SURCHARGE
19.	EMPTY CONTAINER STORAGE
20.	FULL CONTAINER STORAGE
21.	INSPECTION SERVICES
22.	CONTAINER SERVICES
23.	GATE CHARGES
24.	VERIFIED GROSS MASS (VGM) CONTAINER WEIGHTS
25.	REFRIGERATED CONTAINERS
26.	AUTO YARD RATES
27.	AUTO YARD CHARGES
28.	CONSENT TO THE TERMS OF THE TARIFF
29.	AUTO YARD FREE TIME
30.	HAZARDOUS MATERIALS
31.	PAYMENT OF CHARGES
32.	RIGHT TO OFFSET
33.	ATTORNEY FEES FOR COLLECTION
34.	FAILURE TO PAY AND/OR CLAIM CARGO
35.	LATE PAYMENT PENALTY
36.	NOTIFICATION OF DISPUTED INVOICES
37.	TWIC SECURITY REQUIREMENTS
38.	LIABILITY
39.	PROTECTION TO BE EXTENDED TO POMTOC

**RULE: 1 - SCOPE Eff: 01OCT2006**

**Effective 01OCT2011**

**Filing Codes C**

**SCOPE:**

The rules, regulations, conditions, commodity rates and/or charges set forth in this tariff apply between the following terminal(s)

<u>NAME</u>	<u>ADDRESS</u>
PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C. FMC AGREEMENT NO 224-2000616-002	635 Australia Way MIAMI, FLORIDA 33132
AND ALL POINTS	

**RULE: 2 - ABBREVIATIONS, SYMBOLS Eff: 01MAY1995**

**Effective 01MAY1995**

**Filing Codes C**

**Abbreviations**

Cu.	Ft.	KD	Knocked Down
CFT	Cubic Foot (Feet)	MBF	1,000 Board Feet
CWT	100 Pounds	NO.	Number
EAN	Except as noted	NOS	Not Otherwise Specified in this Tariff
I.L.A.	International Longshoreman's Association	SU	Set Up
FT	Foot (Feet)	TEU	20 Foot Equivalent Unit (Containers)
I&S	Iron & Steel	Ton	40 Cubic Feet or 2,000 lbs as Freight
IN	Inches	W or WT	Weight (2,000 Lbs)

**Symbols**

<b>(A)</b>	Denotes Increases	<b>(E)</b>	Expiration
<b>(C)</b>	Denotes Change in Wording which results in neither increase nor decrease in rates or changes	<b>(R)</b>	Denotes Reduction
<b>(I)</b>	Denotes New or Initial Matter	<b>(N)</b>	Reissued Matter
<b>(G)</b>	General Increase or Decrease		

**RULE: 3 - RECEIVING/DELIVERING Eff: 01OCT2009**

**Effective 01OCT2009**

**Filing Codes C**

**RECEIVING/DELIVERING:**

"The physical handling of a container, loaded or empty, from/to an inland carrier to/from a designated point of rest." "Receiving/Delivering includes equipment inspection and TIR processing.

**RULE: 4 - RECOGNIZED WORKING HOURS Eff: 01MAY2015**

**Effective 01MAY 2015**

**Filing Codes C**

**RECOGNIZED WORKING HOURS:**

- A. The normal working hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. Saturdays, Sundays and ILA contract Holidays excluded. POMTOC accepts trucks between 8:00 A.M. to 4:00 P.M, Monday - Friday. Working hours for Import/Booking Reefers and related equipment are from 8:00 A.M. to 3:30 P.M. and working hours for Export Reefers are from 8:00 A.M. to 4:00 P.M. These hours are subject to change at the Terminal's discretion.
  
- B. When any type of Terminal Services are required in other than recognized regular working hours shown above, prior arrangements must be made with POMTOC and tariff rates plus overtime costs and minimum labor guarantee costs will be assessed.

**RULE: 5 - HOLIDAYS Eff: 01OCT2009**

**Effective 01OCT2009**

**Filing Codes C**

**HOLIDAYS:**

The following holidays will be observed as per I. L. A. contract:

- |                               |                       |
|-------------------------------|-----------------------|
| New Years Day                 | Labor Day             |
| Martin Luther King's Birthday | Columbus Day          |
| Lincoln's Birthday            | Veteran's Day         |
| Washington's Birthday         | T. Gleason's Birthday |

Good Friday  
May Fourth  
National Memorial Day  
Independence Day

Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve

**NOTE:** When any of these holidays fall on Sunday, the following Monday shall be observed. No work will be performed on New Year's Day, Independence Day, Labor Day, and Christmas Day, nor before 8:00 A.M. on the days following these holidays, nor after 5:00 P.M. on Christmas Eve or New Year's Eve, except in case of fire, or where property is in danger

**RULE: 6 – STORM PROTECTION AND RELATED COSTS - Eff: 01JAN2017**

**Effective 01JAN2017**

**Filing Codes A**

**STORM PROTECTION:**

In the event of the receipt by POMTOC of advance warnings that storms of hurricane intensity are expected to pass over or near the Terminal, the Ocean Carrier and/or Cargo Interest of all cargo stored in the open areas are required to take protective measures by removing the cargo from the Terminal as soon as possible. Should the Ocean Carrier and/or Cargo Interest fail to remove said cargo or otherwise provide the necessary storm protection, and if POMTOC is so directed by the Port and/or the United States Coast Guard or POMTOC determines in its sole discretion to do so, POMTOC will endeavor to use its best efforts to protect such cargo against storm damage to the best of its ability considering time, conditions, and materials available, all of its actions completely without liability to POMTOC and furthermore POMTOC shall be entitled to charge all costs associated with this storm protection services against the cargo and/or its Owners or Ocean Carriers.

**Costs for Preparation of Containers for Tropical Weather Systems**

- A. Revenue Producing Containers (per container)- \$100.00
- B. Non-Revenue Producing Containers (per container) - \$50.00
- C. Automobile \$50.00 per automobile
- D. Trucks \$50.00 per truck
- E. Busses \$50.00 per bus
- F. Boats (on Trailer) \$50.00 per boat on trailer
- G. Camper Trailers (Hitch Able) \$50.00 per camper trailer
- H. Heavy Machinery \$75.00 per heavy machinery
- I. Non-Self Propelled Unit \$100.00 per non-self-propelled unit
- J. Cargo NOS per Unit \$250.00 per cargo NOS

**RULE: 7 – ALL SERVICES BILLED FOR Eff: 01OCT2009**

**Effective 01OCT2009**

**Filing Codes C**

**ALL SERVICES BILLED FOR:**

When services are performed for which no specific charges are provided in this Tariff, billing shall be rendered as follows;

Materials and mechanical equipment - actual cost plus 10%

Labor Rate - wage rates and minimum guarantees as per current Collective Bargaining Agreement plus Welfare, Pension, Vacation and Holidays, plus 25%; plus Insurance and Taxes.

**RULE: 8 – HEAVY LIFTS Eff: 01OCT2009**

**Effective 01OCT2009**

**Filing Codes C**

**HEAVY LIFTS:**

Charges will be determined by the equipment and labor required to handle heavy lifts. Rates and services shall be quoted on request.

**RULE: 9 – WORK STOPPAGE Eff: 01OCT2009**

**Effective 01OCT2009**

**Filing Codes C**

**WORK STOPPAGE:**

POMTOC is not responsible for any consequences or claims arising from any stoppage of work or delays occasioned by strike or any other cause beyond the control of POMTOC

**RULE: 10 – BILLING COMPENSATION Eff: 01OCT2009**

**Effective 01OCT2009**

**Filing Codes C**

**BILLING COMPENSATION:**

POMTOC may, at their option, compensate carriers' agent for billing and/or collection of Terminal Charges only.

**RULE: 11 – EXCLUSIONS Eff: 01OCT2009**

**Effective 01OCT2009**

**Filing Codes C**

**EXCLUSIONS:**

Any commodity or item not included in this tariff may be covered by special arrangement with shippers or consignees.

**RULE: 12 -Third Party Services / Vendors:**

**Effective 01JAN2017**

**Filing Code: A, I**

Third Party Vendors performing services within the terminal are subject to the Insurance and Liability requirements as set forth, and agreed to, by POMTOC. The ability to perform Third Party services within the terminal is done at the sole discretion of, and only in agreement by, POMTOC. Third Party Vendors agree to adhere to all Safety, Security, Environmental and Best Practices as required by POMTOC. Failure to abide by such practices will result in the immediate termination and removal of Third Party's from POMTOC premises.

Charges and costs associated with performing Third Party services within POMTOC include, but are not limited to, the following:

- Security Costs
- Labor & Supervision Costs
- Facility Usage / Access Fee, to include but not limited to:
  - Terminal Operating System and Peripherals.
  - Land Usage
  - Office Space
  - Equipment Storage Space
  - Other items as agreed

Costs and charges will be determined between POMTOC and the Third Party Vendor, by agreement. The Third Party Vendor is responsible for prompt payment of any and all costs and charges.



**RULE 13 -Terminal Service Recovery:**

**Effective: 01DEC2016**

**Filing Code: I, A**

CHARGES, INVOICES and CREDIT TERMS, all charges not otherwise guaranteed and/or paid directly by the Ocean Carrier shall be assessed against the cargo and/or equipment and are to be prepaid at time of ingate and/or prior to delivery.

The following charges may apply:

Gate Charge (Per RULE 21)

Security fee (Per RULE 21)

Dockage & Wharfage (Per RULE 14 & 15)

Administrative Fee (Per RULE 21)

VGM Fee/System fee (Per RULE 24)

Scale Fee (Per RULE 23)

Scale Fee (Per RULE 24)

Electrical fees (Per RULE 25)

**RULE: 14 – DOCKAGE/WHARFAGE Eff: 01OCT2014**

**Effective 01OCT2014**

**Filing Codes I**

**DOCKAGE/WHARFAGE:**

“Dockage” means the charges the county assesses pursuant to the tariff (Port of Miami-Dade Tariff) against a vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

“Wharfage” means the charges that the county assesses pursuant to the tariff (Port of Miami-Dade Tariff) or otherwise against the cargo or vessel on all cargo passing or conveyed over, into, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf or when moored in a ship adjacent to the wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

“TEU” means on twenty (20) foot equivalent unit container, whether full or empty. Any container of thirty (30) to forty-five (45) feet in length shall count as two TEUs. All containers longer than forty-five (45) and up to forty-eight (48) feet in length shall count as two and on-half (2.5) TEUs. All containers over forty-eight (48) feet and up to sixty (60) feet in length shall count as three (3) TEUs. Containers of any other length shall be divided by twenty (20) feet to determine a TEU value. For TEU throughput

calculation purposes only, each vehicle, car, tractor trailer, boat, or other mobile equipment shall count as two-thirds (2/3) of a TEU, unless such vehicle, car, tractor trainer, boat, or other mobile equipment is contained in a container or car rack, in which case its TEU value shall be calculated at specified in this definition.

“TEU Rate” means the rate that the terminal operator shall charge the carrier for each TEU (loaded or unloaded) transferred either to or from vessels calling the Port, in lieu of the Dockage and Wharfage rates otherwise applicable in the tariff (Port of Miami-Dade Tariff. TEU rate expressly does not apply to shifted or re-stowed containers (meaning containers temporarily removed from vessel solely to access other containers and then stowed back on the vessel) or Transshipment Containers.

For clarification purposes, a forty (40) foot container discharged from a vessel to the terminal area and then discharged off the Port via truck, barge, or rail would be billed to carrier at the applicable TEU rate multiplied by two (as a forty foot container counts as two TEUs). A forty-be billed to carrier at the applicable rate multiplied by 2.5 (as a 46 foot container counts as 2.5 TEUs). Dockage and Wharfage are included in the TEU rate.

**RULE: 15 – TEU RATE FOR DOCKAGE AND WHARFAGE Eff: 01OCT2017**

**Effective 01OCT2017**

**Filing Codes G**

**TEU RATE FOR DOCKAGE AND WHARFAGE:**

A. Wharfage and Dockage will be assessed against the Vessel and billed to the individual owners of such containers on the basis of off-loaded and on-loaded containers as scheduled below and is subject to annual increases:

01OCT2017 – 30SEP2018

\$40.40 per TEU

**RULE: 16 – DEMURRAGE Eff: 01OCT2016**

**Effective 01OCT2016**

**Filing Codes A**

**DEMURRAGE:**

Demurrage is the charge assessed against IMPORT and EXPORT containers and/or cargo therein, remaining in open yard storage after the expiration of Free Time period unless prior arrangements have been made with the Terminal Operator for such storage of full containers. FREE TIME begins immediately after the placement of the container in the terminal or as determined by Terminal Operator. If receipt occurs during non-recognized working hours, then free time begins at 8:00 A.M. on the first working day after placement of the container in the terminal.

**DEMURRAGE CHARGES:**

**(A) Export Containers:**

Dry 8-12	Calendar Days	\$50.00 per TEU/Day
13-17	Calendar Days	\$100.00 per TEU/Day
Over 17	Calendar Days	\$150.00 per TEU/Day
Reefers over 2 working days		\$150.00 per TEU/Day

Any storage incurred for Export Dry or Reefers containers stored in the terminal's yard over the allowed free time in Rule 18.1 will be the responsibility of the steamship line.

Receiving export loads prior to scheduled receiving date will be allowed only if guaranteed by shipping line (up to 2 days prior of opening) \$ 150.00 per day.

Upon request for early receiving of export cargo, more than specified in Rule 18.1 prior to the vessel ETA, and at the discretion of the terminal, cargo may be received early and assessed an Early Receiving Surcharge per Load in addition to the normal gate charge. Free time periods and Demurrage terms apply from date of receipt.

**Delivery and Acceptance of Export Containers**

POMTOC may establish limits on the number of days an export container may be delivered to and accepted by a terminal ahead of the scheduled arrival of the vessel on which the container is to be loaded. Different times may apply depending on the conditions at the terminal. The limit(s) may change from time to time based on available space on the terminal.

**Transfer of Ownership of Cargo for Export**

The transfer of ownership of cargo for export after said cargo has been received at a terminal facility shall not entitle such cargo to additional free time.

When the vessel for any reason fails to meet the announced date of sailing, any demurrage accruing after such date shall be assessed to the account of the steamship line.

**(B) Import Containers:**

Dry 6-10	Calendar Days	\$50.00 per TEU/Day
11-15	Calendar Days	\$100.00 per TEU/Day
Over 15	Calendar Days	\$150.00 per TEU/Day
Reefers over 2 working days		\$150.00 per TEU/Day

Any storage incurred for Import Dry or Reefers containers stored in the terminal's yard over the allowed free time will be the responsibility of the cargo unless other arrangements have been made by the steamship line.

Any demurrage accrued due to governmental agency holds are for the account of the Cargo.

**RULE: 17 – TERMINAL LANDING SURCHARGE Eff: 01OCT2017**

**Effective 01OCT2017**

**Filing Codes G**

**TERMINAL LANDING SURCHARGE:**

The Terminal Landing Surcharge (TLS) is a charge assessed against the import container/cargo. The Terminal Landing Surcharge will be responsibility of the cargo unless other arrangements have been made by the Steamship Line.

The TLS charge for import loaded containers/cargo will be \$33.00 and is subject to change from time to time by the terminal with reasonable advance notice.

**RULE: 18 – CONGESTION SURCHARGE Eff. 01MAY2015**

**Effective 01MAY2015**

**Filing Codes I**

**CONGESTION SURCHARGE:**

POMTOC reserves the right in its sole discretion to assess a surcharge as a result of terminal congestion due to factors beyond POMTOC's control, including but not limited to, vessel delays, longshoremen's strikes, work stoppages, work slowdown, trucking strikes, weather conditions and/or any other similar

events that impacts the terminal or a substantial portion thereof. The surcharge shall apply to both import and export containers/cargo at the rate of \$50 per day per container/cargo. The surcharge shall be assessed to the carrier for any events related to carrier actions or will be assessed against the cargo for any non-carrier related events.

As a result of any of the above factors if the Terminal has to block stow containers a re-handling fee of \$ 100.00 will be charged to the carrier and/or cargo as agreed to with the carrier.

**RULE: 19 – EMPTY CONTAINER STORAGE Eff: 01OCT2016**

**Effective 01OCT2016**

**Filing Codes A**

**EMPTY CONTAINER STORAGE:**

Storage formula is based on the monthly total of empty TEU's times FIVE (5) to determine the allowable free days. Allowable free days will be deducted from the total TEU container days to determine chargeable storage days. The chargeable container days will be assessed at the rate of \$4.00 per TEU.

For those lines that average over 15 days aging on empties during the month an extended dwell time charge will be assessed in addition to the normal empty container storage charge as follows: (monthly average empty days aging – 15) Monthly empty TEU throughput \$7.00

**RULE: 20 – FULL CONTAINER STORAGE Eff: 01MAY2015**

**Effective 01MAY2015**

**Filing Codes A**

**FULL CONTAINER STORAGE:**

**1. Free Time Period:**

Export Containers

Dry	7 Calendar Days
Reefer	2 Working Days
Vehicle exceptions due to Customs and Border Patrol requirements	By Arrangement

Import Containers

Dry	5 Working Days
Reefer	2 Working Days

**2. Full Container Storage:**

Applicable only on dry import containers, provided all such containers are from one shipper to one consignee, one port of loading to one port of discharge on one vessel, and at least ten (10) containers are removed from the terminal within the free time period as defined in RULE 18 above. The steamship line must advise POMTOC in writing prior to discharge with copy of the bill of lading.

	Number of Days Waived
	(Working Days)
11 to 12 containers inclusive	1 day waived
13 to 14 containers inclusive	2 days waived
15 to 16 containers inclusive	3 days waived
17 to 18 containers inclusive	4 days waived
19 to 20 containers inclusive	5 days waived
21 to 22 containers inclusive	6 days waived
23 to 24 containers inclusive	7 days waived
25 containers and over	by arrangement

**RULE: 21 – INSPECTION SERVICES Eff: 01OCT2016**

**Effective 01OCT2016**

**Filing Codes G**

**INSPECTION SERVICES:**

All charges collected by the terminal are subject to an administrative fee.

**A. PPQ Inspection**

- (1) Unstack/set down/inspect/restack \$185.00 per Box
- (2) Unstack/dray to shed/return/restack \$185.00 per Box Plus applicable gate charges and Security Fees

**B. U.S. Customs Inspection**

- Dray to Shed
- Includes unstacking/stacking \$185.00 per Box Plus applicable gate charges and Security Fees.

**C. Inspections (survey/repair)**

- Unstack/Stack**
  - Empty container \$ 55.00 per Box
  - Loaded container \$185.00 per Box

**D. Inspection by U.S. Customs and Border Protection, U.S. Coast Guard or other U.S. Government agencies within the terminal, for loaded or empty containers including unstacking, grounding, and restacking:**

Loaded Import Container	\$185.00 per box
Loaded Export Container	\$185.00 per box
Empty Container	\$ 55.00 per box

**E. Fumigation**

Dray to & from fumigation area Includes unstacking/stacking	\$185.00 per box
--	------------------

**F. Preparation and furnishing services for US Customs intensive examinations including (X-Ray exam)**  
\$250.00 per box

**G. Rates are based on straight time. Any services performed during overtime hours will be charged by arrangement.**

**RULE: 22 – CONTAINER SERVICES Eff: 01OCT2017**

**Effective 01OCT2017**

**Filing Codes G, I**

**CONTAINER SERVICES:**

**A. Transshipment Containers**

Unstack/Dray/Restack/TIR Preparation	\$43.25 per box Charge to importing and exporting line
Security Fee	\$ 6.25 per box Charge to importing And exporting line
Total Fee per Box with Security	\$ 99.00 per box

**B. Off-hire/For Sale Containers**

If specific containers are not required and /or notification is provided prior to vessel discharge no charge for segregation. If information is not provided prior to vessel discharge a segregation/handling fee will apply \$55.00 per box

Delinquency fee beyond 2 working days \$20.00 per TEU/day

**C. Rolling of Export Loads** \$225.00 per box

Either by Line’s request or automatically rolled by the terminal due to vessel sailing, per roll from one vessel to next available vessel or from one port of discharge to another port of discharge

**D. Handling of export re-deliveries** \$200.00 per box Plus applicable Gate charges and security fees

**E. Drayage on Island pick-up/delivery** \$ 96.00 per box

**F. Late Gate Charge (Monday – Friday, excluding Holidays)  
(Container yard/gate)**

5:00-6:00 PM \$ 1,300.00 per hour  
6:00-7:00 PM (Meal Hour) Double Prevailing Rate  
7:00-9:00 PM (2 hour minimum guarantee) \$ 1,300.00 per hour

Late Gate Charge (Weekends or Holidays) (Container yard/gate)

(8 hour minimum guarantee) \$1,300.00 per hour

Quoted late gate rates are based on minimal staffing requirements. Additional staffing and equipment will be charged at the terminals prevailing rates.

**G. Bundling/unbundling of chassis/ flat racks and other miscellaneous handling.** as referenced in RULE #7.

**H. Applied Seals** \$ 35.00 per applied seal



**I. Containment Unit**

Containers found to be leaking of any substance will be contained until securely resolved, it is the responsibility of the steamship line to take immediate action. If action is not taken, the terminal will act on behalf of steamship line. All costs involved are the responsibility of the steamship line.

Unit Containment Fee \$200.00 per day

**J. Over-height Spreader**

All Out of Gauge containers requiring use of Spreaders shall be assessed a minimum fee:

Out of Gauge Spreader Usage \$500.00 per container

**K. Trouble Ticket/ Customer Service Resolution Surcharge Fee per Transaction:**

Per service / resolution \$50.00

Per placard provided \$25.00

**RULE: 23 – GATE CHARGES Eff: 01OCT2017**

Effective 01OCT2017

Filing Codes C

**Gate Charge:**

The processing of containers/equipment into and out of the terminal between recognized working hours Weekdays between 8:00 A.M. and 5:00 P.M. excluding holidays - see Rules 3, 4, and 5. Includes container/equipment inspection, and TIR processing only.

Charge per gate move \$86.50

**Security Fee:**

Loaded container

Charge per gate move \$12.50

**Scale Fee (Loaded Export Containers):** To be determined

**Failure of driver to obtain a valid Interchange ticket:**

\$500.00 per occurrence (Billed to trucking company driver is employed with at the time of occurrence.)

Failure to pay the penalty will result in possible lock out of trucking company until resolved.)

**RULE: 24 – VERIFIED GROSS MASS (VGM) CONTAINER WEIGHTS Eff: 15JUL2016**

**Effective 15JUL2016**

**Filing Codes I**

Shippers through their carriers shall provide POMTOC via EDI with a Verified Gross Mass (VGM) that meets the standards as set forth in IMO International Convention for the Safety of Life at Sea (SOLAS) Chapter VI, Part A, Regulation 2 (SOLAS Regulations). POMTOC is prohibited from loading any export container without a VGM onto a vessel.

Handling of export containers arriving at terminal operator's gate without a VGM.

- A. Containers arriving at the terminal operator's gate with no prior VGM update in the terminal operators system, may be received into the terminal and charged a \$60.00 per container fee.
- B. In the event POMTOC has not received a VGM via EDI prior to the vessel cutoff, the container will be rolled to the next vessel and a roll-fee will be assessed on such container at the prevailing tariff rate.
- C. All export containers shall be assessed a VGM administration and system fee at a rate of \$5.00 per container to cover the cost of additional administration and system resources required as a result of the regulatory-body, IMO SOLAS VGM Regulations.

All related charges for the VGM will be the responsibility of and charged to the Bill of Lading Ocean Carrier.

To the extent a weight is provided, POMTOC does not provide and specifically disclaims any warranty or representation

- that the scales or weighing process used at the POMTOC facility
- the VGM information received by outside parties and or
- any information contained within the POMTOC information systems with regards to VGM meet the container weighing requirements set forth in IMO and SOLAS regulations.

**RULE: 25 – REFRIGERATED CONTAINERS Eff: 01OCT2016**

**Effective: 01OCT2016**

**Filing Codes I**

**SPOTTING EMPTY REEFERS FOR PRE-TRIP AT ELECTRIC HOOK-UP**

**A. Grounded Reefers:**

Includes unstacking of empty reefer and grounding at reefer lot (Does not include hook-up, monitoring and disconnecting of containers). \$80.00 each

**B. Mounted Reefers:**

Includes unstacking and mounting on lines chassis. \$80.00 each

**C. Reefer container monitoring/power as per arrangement w/vendor**

(1) For the purpose of pre-tripping not to exceed 4 hours  
as per arrangement w/vendor

(Does not include connect/disconnect to/from electrical  
source)

(2) For the purpose of supplying Electricity to loaded units  
as per arrangement w/vendor

(Does not include connect/disconnect to/from electrical  
source)

(3) Connect/disconnect units to/from Electrical power source  
as per arrangement w/vendor

(Includes one connection and one disconnection of  
unit.)



**RULE: 27 – AUTO YARD CHARGES Eff: 01OCT2016**

**Effective 01OCT2016**

**Filing Codes A**

**AUTO YARD CHARGES:**

- A. Drayage within the Port
  - 1. Autos and Light Pick Ups \$ 125.00 each
  - 2. Self-Propelled Units \$ 250.00 each
  - 3. Non-Self Propelled Units By Arrangement
  
- B. Boat Cradles (Removal) \$ 1,250.00 each

C. STORAGE FEE shall be assessed against Import and Export Automobiles, Busses, Trucks, Trailers, Boats, Heavy Equipment, House Trailers, and Campers and/or cargo therein, remaining in open yard storage after expiration of Free Time period unless prior arrangements have been made with the Terminal Operator for such storage. FREE TIME begins at 12:01 AM on the first working day after placement of said cargo in the terminal.

D. Import/Export Free Time Period and Storage Fees (as follows or as agreed by arrangement)

- 1. Automobiles 14 calendar days free \$25.00 storage fee per day thereafter
- 2. Busses 14 calendar days free \$50.00 storage fee per day thereafter
- 3. Trucks 14 calendar days free \$50.00 storage fee per day thereafter
- 4. Trailers 14 calendar days free \$50.00 storage fee per day thereafter
- 5. Heavy Equipment 14 calendar days free \$100.00 storage fee per day thereafter
- 6. House trailers/Campers 14 calendar days free \$100.00 storage fee per day thereafter

**ITEM 2. BOATS (on trailer/cradle)**

- A. Under 30' LOA 14 calendar days free \$125.00 storage fee per day thereafter
- B. Over 30' LOA 14 calendar days free By Arrangement

**ITEM 3. Non containerized cargo received for export and later canceled, will be charged a storage fee per day commencing from the date of receipt. Above Storage rates will be applied.**

**ITEM 4. Late Gate (Auto Yard)**

5:00 - 6:00 P.M.	\$800.00 per hour
6:00 – 7:00 P.M (Meal Hour)	Double Prevailing Rate
7:00 – 9:00 P.M. (2 hour minimum Guarantee)	\$800.00 per hour

**Item 5. Scale fee:**

**Bulk Export Pieces** - To be determined

**Motorized/Non-Motorized Cargo** To be determined

**NOTE:** Scale fees do not include drayage services or extra handling when applicable

**RULE: 28 – CONSENT TO THE TERMS OF THE TARIFF**

**Effective 15MAY1995**

**Filing Codes I**

**CONSENT TO THE TERMS OF THE TARIFF:**

The use of the Facility - and/or Terminal- shall constitute consent to the terms and conditions of this tariff, and is a tacit agreement on the part of all vessels, their owner and agents, and other users of the Terminal to pay all charges specified in this tariff, or any other applicable tariff, and be governed by all the rules and regulations contained herein and therein, respectively. Parties using the Terminal are required to abide by any and all city, state and federal laws.

**RULE: 29 – AUTOYARD FREE TIME****Effective 15MAY1995****Filing Codes I****FREE TIME:**

Is the specific period during which cargo may occupy space assigned to it on Terminal property free of Terminal storage charges and wharf demurrage. Free time will commence at 0001 hours on the day after the cargo is received at the Terminal of 0001 hours on the first calendar day following the sailing of the vessel. Free time will expire at 2400 hours on the final day of allowable free time.

**RULE: 30 – HAZARDOUS MATERIALS****Effective 15MAY1995****Filing Codes I****HAZARDOUS MATERIALS:**

Prior arrangements must be made for the handling of hazardous cargo. All hazardous materials must be properly documented, labeled, and packaged according to applicable government regulations. The Terminal reserves the right to refuse to handle and require the removal from Terminal facilities, any hazardous materials not meeting these requirements. Any party placing hazardous materials onto Terminal facilities which are improperly labeled, documented, or packaged will be held responsible for all charges related to bringing these materials into compliance with applicable law and/or removed from the Terminal.

In order to comply with the U.S. Department of Transportation regulations (CFR 49 Parts 100-199, particularly Part 172), the following data is required for the delivery of hazardous cargoes to POMTOC.

- a. Complete Shipper's name and address and phone number for emergencies.
- b. Carrier's name and address.
- c. Complete Consignee's name and address. This is to include the overseas port of destination on exports.
- d. Proper DOT shipping name; this is the technical name of the chemical involved. It must be listed in the Code of Federal Regulation Title 49-Part 271.101. Note: Use an application described in 172.200 through 172.203.
- e. Hazardous class of the material being shipped.
- f. Kinds and number of containers and individual weights or total weight.
- g. Labels required.
- h. Shippers Certification. A Shippers Certification must appear on every Bill of Lading or shipping document provided. The correct wording of this certification is as follows: THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED,

MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

- i. Properly documented special instructions, exceptions or exemption information, if required.
- j. All Carriers offering hazardous material for transportation shall have on file with the Terminal Operation, a current copy of the Carriers Hazardous Material Certificate of Registration as required by 40 E.F.R. Section 107(g).

**RULE: 31 – PAYMENT OF CHARGES**

**Effective 15MAY1995**

**Filing Codes I**

**PAYMENT OF CHARGES:**

Charges are due and payable in advance, unless credit arrangements have been made in advance. If credit has been established all charges are payable upon receipt of invoice. Unless prior credit arrangements have been established, all dockage, wharfage and other charges must be paid before departure of vessel, POMTOC reserves the right to withhold delivery of goods on which storage, handling, or other charges have not been paid until such time as all charges have been paid in full. All charges not otherwise guaranteed and/or paid directly by the Ocean Carrier shall be assessed against the cargo and/or equipment and are to be prepaid at time of ingate and/or prior to delivery.

**RULE: 32 – RIGHT TO OFFSET**

**Effective 15MAY1995**

**Filing Codes I**

**RIGHT TO OFFSET:**

In no event can funds owed to POMTOC for services be withheld to offset claims against the Terminal for damage or loss.



**RULE: 33 – ATTORNEY FEES FOR COLLECTION**

**Effective 15MAY1995**

**Filing Codes I**

**ATTORNEY FEES FOR COLLECTION:**

If POMTOC deems it necessary to obtain the services of any attorney to collect any unpaid debt, then POMTOC shall also be entitled to collect its reasonable attorney's fees and all other cost of collection.

**RULE: 34 – FAILURE TO PAY AND/OR CLAIM CARGO**

**Effective 01MAY2015**

**Filing Codes I**

**FAILURE TO PAY AND/OR CLAIM CARGO:**

Failure to pay credit accounts within the terms shall result in cancellation of credit privileges and the establishment of cash terms. POMTOC reserves the right to take possession of any cargo for any of the following reasons:

- a. Cargo remaining on the terminal more than 60 days, unless arrangements have been made for an extension of storage time.
- b. Non-payment of any invoice beyond 60 days of date of invoice.
- c. Failure by owner to confirm ownership of cargo.

POMTOC reserves the right to dispose of cargo which falls into any of the three categories above; after all reasonable attempts to obtain payment for services or find proper ownership have been exhausted.

**RULE: 35 – LATE PAYMENT PENALTY**

**Effective 15MAY1995**

**Filing Codes I**

**LATE PAYMENT PENALTY:**

A late payment penalty will be assessed on billing that is unpaid after terms, at a rate of one and one-half (1 ½) per month or any fraction thereof.

**RULE: 36 – NOTIFICATION OF DISPUTED INVOICES**

**Effective 15MAY1995**

**Filing Codes I**

**NOTIFICATION OF DISPUTED INVOICES:**

Questions regarding the validity of invoices must be submitted in writing to POMTOC within 15 days of date of the invoice. Invoices not questioned within the 15 day period will be considered valid.

**RULE: 37 – TWIC SECURITY REQUIREMENTS**

**Effective 15MAY1995**

**Filing Codes I**

**TWIC SECURITY REQUIREMENTS:**

All persons entering the Secure Areas are required to have a valid TWIC Card. Individuals not having a TWIC card who require access to the Secure Areas will be escorted by a valid TWIC card holder. A Terminal Security guard will be provided when available at a cost of \$55 per hour for those individuals requiring access to Secure Areas if no other valid escort is available.

**RULE: 38 - LIABILITY**

**Effective 01MAY2015**

**Filing Codes I**

**LIABILITY:**

POMTOC assumes no liability or responsibility for loss or damage to freight or cargo handled or transshipped through its terminal, or remaining within its premises at any time, when such loss or damage is caused by one or more of the following: strike, riot, civil commotion, fire, explosion, smoke, dust, water, aircraft or other falling object, change in temperature, relative humidity or other environmental condition, inherent vice of freight or cargo, windstorm, Acts of God, terrorism, loss of power, refrigeration failure or theft, hereinafter known as "no liability events". POMTOC shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein. IN NO CASE, SHALL POMTOC BE LIABLE FOR DAMAGE, LOSS, NON-DELIVERY, MIS-DELIVERY OR CROSS DELIVERY IN EXCESS OF \$500.00 PER PACKAGE OR NON-PACKAGED OBJECTS UNLESS THE SHIPPER, CONSIGNEE, TRUCKER, RAILROAD OR OTHER INLAND CARRIER, OR THEIR REPRESENTATIVE, PRIOR TO COMENCEMENT OF SUCH SERVICES, OR USE OF SUCH FACILITIES DECLARES A HIGHER VALUE AND PAYS TO POMTOC, IN ADDITION TO THE OTHER CHARGES FOR SUCH SERVICES, A PREMIUM AS NEGOTIATED BETWEEN THE PARTIES. In no event will the premium be less than 1% of the declared value. All claims against POMTOC must be filed with the company within

90 days from the receipt or delivery of the cargo by POMTOC and any suit against POMTOC must be instituted within one year from the date of receipt or delivery of the said cargo by POMTOC. POMTOC assumes no liability or responsibility for consequential loss or damage irrespective of whether such loss or damage is the result of one or more no liability events or one or more other events whether or not such events occur concurrently or successively. Acceptance for use of any facility owned or operated by POMTOC is recognition that the cargo landed on or contained in such facilities is at risk and expense of the cargo owner. Any funds owed to POMTOC for services cannot be withheld to offset or satisfy claims against the Terminal for loss or damages.

**RULE: 39 – PROTECTION TO BE EXTENDED TO POMTOC**

**Effective 01MAY2015**

**Filing Codes I**

**PROTECTION TO BE EXTENDED TO POMTOC:**

To the exact extent allowed by law or government regulations, THE SHIP OWNERS OR AGENTS, OR CHARTERS, agree to extend to POMTOC all defenses and right of limitation against claims by others inuring to the carrier under the Carriage of Goods by Sea Act (COGSA), the Harter Act, and all Bills of Lading, and Himalaya Clause shall be included in all Bills of Lading specifically providing that all such defenses and rights of limitation shall apply to the benefit of stevedore and terminal operators, and extending the coverage of COGSA to the period prior to loading and subsequent to discharge while cargo is in the custody of POMTOC. In the event that all Bills of Lading do not include a Himalaya Clause, an extension of COGSA, or a provision for shippers to effectively declare a higher value for their cargo, it is agreed that rights against POMTOC are waived and the SHIPS OWNER OR CHARTERER OR THEIR AGENTS accepts responsibility for that portion of any claim which exceeds the amount for which POMTOC would have been liable if there had been a valid Himalaya, COGSA Clause.