

PORT OF ASTORIA
TERMINAL TARIFF NO. 10

(CANCELS TERMINAL TARIFF NO. 9)

Naming Rates, Charges, Rules &
Regulations for Terminal Services Performed

at

PORT OF ASTORIA

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By Authority of
PORT OF ASTORIA
BOARD OF COMMISSIONERS

TABLE OF CONTENTS

| | |
|--|-------|
| Title Page | 1 |
| Table of Contents | 2 |
| Abbreviations Explained, Conversion Factors | 3 |
| Section 1 – General Rules & Regulations | 4-13 |
| Section 2 – Dockage | 13-16 |
| Section 3 – Labor Service | 16-19 |
| Section 4 – Miscellaneous Charges and Services | 19-21 |
| Section 5 – Wharfage | 21-24 |
| Section 6 – Service & Facilities | 24-25 |
| Section 7 – Handling | 26-27 |
| Section 8 – Loading/Unloading | 27 |
| Section 9 – Demurrage & Storage Rates | 27-28 |
| Section 10 – Applications, Conditions, Supplement to Vessel Berth Reservation | 28-32 |

SYMBOLS AND ABBREVIATIONS

| | | | |
|----------|--|--------|---------------------------|
| A | - Increase | Ldg. | - Loading |
| R | - Reduction | M. | - 1,000 |
| C | - Change, neither increase or Decrease | MHR | - Man Hour Rate |
| + | - Addition | Min. | - Minimum |
| Cont'd | - Continued | Misc. | - Miscellaneous |
| B.M. | - Board Measure | NOS | - Not Otherwise Specified |
| Dkg. | - Dockage | No. | - Number |
| FBM | - Feet Board Measure | O/T | - Overtime |
| Hdlg. | - Handling | Pkg. | - Package |
| I.L.W.U. | - International Longshore and Warehouse Union | S/T | - Straight Time |
| Kgs. | - Kilograms | T. | - Ton of 2,000 lbs. |
| LOA | - Length Overall | Term'l | - Terminal |
| | | Unldg. | - Unloading |
| | | Viz. | - Namely |
| | | Whfg. | - Wharfage |

METRIC CONVERSION TABLE

Measure

1 Lb
1 Ton of 2,000 Lbs
1 Inch
1 Foot
1 Yard
1 Cubic Foot
40 Cubic Feet
1 Gallon

Metric Equivalent

0.4536 Kilograms
907.2 Kilograms
2.54 Centimeters
0.3048 Meters
0.9144 Meters
0.0283 Cubic Meters
1.1327 Cubic Meters
3.7854 Liters

Measure

1 Kilogram
1,000 Kilograms
1 Centimeter
1 Meter
1 Cubic Meter

English Equivalent

2.2046 Lbs.
2204.6 Lbs.
0.3937 Inches
39.37 Inches
35.314 Cubic Feet

| | |
|--------------------------------------|--|
| Kilograms to Pounds | Multiply Kilograms x 2.2046 |
| Pounds to Kilograms | Divide Pounds by 2.2046 |
| Cubic Meters to Cubic Feet | Multiply Cubic Meters x 35.314 |
| Cubic Feet to Cubic Meters | Multiply Cubic Feet x 0.0283 |
| Feet to Meters | Multiply Feet x 0.3048 |
| Meters to Feet | Multiply Meters x 3.281 |
| Gallons to Tons | Multiply Gallons x 8.34, Divide by 2,000 |

GENERAL RULES AND REGULATIONS

Item No. 100

Issued: August 21, 1992

Application of Tariff: Effective September 21, 1992

Notice to the Public:

This tariff, published by the Port of Astoria, is notice to the public, to shippers, to consignees and to carriers that the rates, charges, rules and regulations apply to all traffic without specific notice, quotation to or (excepting as may hereinafter be specified) arrangement with shippers or carriers.

Tariff Effective:

The rates, charges, rules and regulations named in this tariff, additions, revisions or supplements thereto shall apply on all freight received at the terminals or wharves of the Port of Astoria on and after the effective date of this tariff or effective dates of additions, revisions or supplements thereto.

Rates Subject to Change:

Rates for services involving labor being predicated upon current wage paid labor for straight time under ordinary labor and traffic conditions, they are subject to change without notice when costs of such services are increased by demands for higher wages, labor strikes, congestions, or other conditions not reasonably within the control of the Port of Astoria.

Use of Terminals Deemed Acceptance of Tariff:

Use of the wharves or the terminal facilities of the Port of Astoria shall be deemed an acceptance of this tariff and the terms and conditions named herein.

Adherence to Tariff Required of Others:

No person, firm or corporation will be allowed to perform any services on the wharves or at the terminals of the Port of Astoria without special permit from the Port of Astoria.

Those permitted to perform such services shall, in their relations to the public, apply, adhere to, and be themselves subject to this tariff, or additions, revisions, or supplements thereto, except to the extent specifically relieved by such permit.

Specific Commodity Rates Prevail:

Unless otherwise excepted, rates provided for specific commodities will prevail over NOS rates or any general commodity rate.

Item No. 105

Issued: August 21, 1992

All Rights of Operation Reserved: Effective September 21, 1992

Rights of Operation Reserved:

Right is reserved by the Port of Astoria to furnish all equipment, supplies and material to perform all services in connection with the operation of its terminals and wharves under rates and conditions named herein.

Item No. 110

Issued: August 21, 1992

Acceptance, Retention or Delivery of Freight Conditional: Effective September 21, 1992

Right to Refuse Freight:

The Port of Astoria reserves the right without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload, or to permit vessels to discharge:

- (1) Freight for which previous arrangements for space receiving unloading or handling have not been made with the Port of Astoria by shipper, consignee or carrier.
- (2) Freight deemed extra offensive, perishable, or hazardous. (See Item 110 "explosives and inflammables".)
- (3) Freight, the value of which may be determined as less than the probable terminal charges.
- (4) Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of the Port of Astoria and all expenses, loss or damage incident thereto shall be for account of shipper, consignee or carrier.

Right to Remove, Re-pile, Transfer or Warehouse Freight:

At the option of the Port of Astoria, freight remaining on wharf or wharf premises after expiration of free time (see Item No. 900), and freight shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises or removed to public or private warehouses with all expense and risk of loss or damage for account for the owner, shipper, consignee or carrier as responsibility may appear.

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject at the discretion of the Port of Astoria to immediate removal, either from the wharf or wharf premises with all expenses and risk of loss damage for the account of owner, shipper or consignee.

Right to Withhold Delivery of Freight:

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

Right to Sell Freight for Unpaid Charges and Sell Perishable Freight:

Freight on which owner fails to, or refuses to, pay accrued terminal charges or advances may be sold by the Port of Astoria to satisfy charges or advances and the cost and expense of sale. Freight of a perishable nature or of a nature liable to damage other

freight or property may be sold at public or private sale without advertising, provided owner has been given proper notice to pay accrued charges or to remove said freight and has neglected or failed to comply.

Explosives and Inflammables:

Explosives and hazardous or highly inflammable commodities or material may only be handled over, received on, the wharves and terminals of the Port of Astoria by special arrangement with, and at the option of, the Port of Astoria, subject to Federal State and City rules and regulations. If and when permitted, such commodities will be received only at the terminal between the hours of 8 a.m. and 5 p.m. and must be immediately removed from the premises.

Freight at Owner's Risk:

- (1) Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing.
- (2) Freight on open ground or on open wharf is at owner's risk for loss or damage.
- (3) Timber and log or lumber rafts and all water craft, if and when permitted by the Port of Astoria to be moored in slips, at moorage dolphins or at wharves, or when moored alongside vessels are at owner's risk for loss or damage.

Delivery Orders:

The Port of Astoria will deliver goods only upon presentation of written order of the owner or carrier or upon surrender of properly endorsed outstanding receipts.

Disposition Orders:

Goods delivered to dock by auto truck, barge or cannery tender or consigned to Port of Astoria by rail or river line must be covered by disposition order, giving description and disposition of goods, whether for storage or shipment, and if for shipment, giving name of loading steamer or line, and any demurrage or other expense incurred through failure to supply such information will be for owner's account.

Receiving or Delivering Other Than Regular Hours:

When shippers wish to deliver or receive cargo or work on goods in storage during other than regular working hours, which are from 8 a.m. to 5 p.m. except Saturdays, Sundays and holidays, arrangements must be made with the Port of Astoria office during regular hours and additional expense of checking and watching over straight-time basis will be for account of shipper.

Item No. 115

Issued: August 21, 1992

Hold Harmless by Stevedore: Effective September 21, 1992

Stevedore Access to, and Operations on, Property at the Port:

- (a) Care in the Performance of Operations.

The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the Stevedore, of the vessel being stevedored or any other party.

(b) Compliance with Fire and Safety Precautions:

The Stevedore shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.

(c) Stevedore and Port Independent Contractors:

In any service relationship the Port and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose.

(d) Stevedore Shall Insure Efficient and Expeditious Vessel Work:

In order to insure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the port, the Stevedore shall:

- (1) Make use of the appropriate facilities and equipment furnished by the Port.
- (2) Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
- (3) Have at least one responsible officer or representative with full power to make all operating decisions concerning the Stevedoring of vessels at the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
- (4) Cooperate fully with the Port in all respects by (i) advising as far in advance as possible the type of vessel, Master's estimate of quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operation; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.
- (5) Promptly restore terminal working areas to a clean, safe and orderly condition on completion of stevedoring operations.

(e) Port Shall Supply Equipment, Facilities and Service:

- (1) The Port shall furnish, subject to the conditions and charges stipulated elsewhere in this tariff, the following:
 - (i) Access, for stevedore employees, to the Port property at places and in the manner as may be approved by the Port.
 - (ii) Emergency office and telephone usage.
 - (iii) Port equipment to the extent it is available, required and dedicated to stevedore use.

- (2) All Port equipment utilized by the Stevedore in performing its work is expressly understood to be under the direction and control of the Stevedore and the Stevedore 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. It is incumbent upon the stevedore to make a thorough inspection and satisfy him or herself 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.
- (3) All such equipment will be properly used by the Stevedore 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 Stevedore shall pay for the damage to such equipment.
- (4) Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as received, normal wear and tear expected.
- (5) It shall be incumbent on the Stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy him or herself that these are safe places for the access and the work to be performed. There is no representation or warranty by the Port with respect to such matters.

(f) Stevedore Warranty:

As a condition to the right to conduct business or operate on Port property, the Stevedore shall warrant that all its stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the Stevedore and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the Stevedore shall defend, indemnify and save harmless, and reimburse the Port in respect thereto.

(g) Indemnity:

Except in the case of the terminal operator's own negligence, the Stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any of the stevedore's employees, agents and invitees from and against any claims, damages, losses and expenses (including employees of the Port), which is caused in whole or in part by any negligent act or omission or breach of these rules by the Stevedore, its employees, agents or anyone else for whose acts the stevedore is or may be liable.

The Stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff.

(h) Insurance:

(1) The stevedore shall obtain, and shall maintain, the following insurance coverage:

- (i) Workmen's Compensation Insurance (including Longshoremen and Harbor Workers Act coverage) under all applicable Federal and State statutes and municipal ordinances for all the stevedore's employees performing its work, and Employers Liability Insurance (including liability under the Jones Act) in amount of not less than \$1,000,000.
- (ii) Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured's care, custody and control against claims for bodily injury, death or property damage occurring on, in or about the vessel being loaded by the Stevedore, or the premises of the Port and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5,000,000 for each occurrence.

(2) The Stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days' prior notice of any alteration or cancellation.

Item No. 120

Issued: August 21, 1992

Relations with Freight Handlers: Effective September 21, 1992

(a) Definition:

The Term "freight handler" as used herein is defined to mean any person, firm or corporation engaged in the handling of freight on the wharves of the terminal company beyond end of ship's tackle, whether such person, firm or corporation acts in the capacity of "stevedore" or "vessel operator" or "agent".

(b) Adherence to Tariff:

Freight handlers, if and when permitted to operate on the terminal must, in their relations with the public, charge the rates and adhere to the rules and regulations prescribed in the effective tariffs of the terminal company.

Item No. 125

Issued: August 21, 1992

(a) Collection and Guaranty of Charges: Effective September 21, 1992

- (1) **Wharfage, Loading and Unloading and Miscellaneous Charges:** Wharfage, loading and unloading, when not absorbed by ocean or rail carriers, are due by the owner, shipper or consignee of the freight. On transit freight in connection with ocean carriers these charges (unless absorbed by rail carriers) and any wharf demurrage or miscellaneous charges accrued against said freight and of which the vessel, its owners or agents have been apprised, will be collected from and payment of same must be guaranteed by the

vessel, its owners or operators. The use of wharf by a vessel, its owners or operators shall be deemed an acceptance and acknowledgement of this guaranty.

(2) Service and Handling Charges:

Where the contract of affreightment established the responsibility as between the parties thereto for the payment of the Service and Facilities Charges and/or Handling Charges named in this tariff, such charges shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid by the vessel, its owners or operators, to the Port of Astoria.

Allocation or adjustment of these charges 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.

(b) Terms of Payment:

Use of Port facilities or service 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.

Payment terms are cash unless the Port customer, prior to the use of Port facilities 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 Supplemental to Application for Vessel Berth Reservation as published by the Port, as shown on pages 28-32 of this tariff.

The Port of Astoria shall issue no invoice for any service or combination of services as provided in this tariff for less than \$20.00.

(c) Prepay Freight:

Right is reserved by the Port of Astoria to demand prepayment of all charges as follows:

- (1) By vessel, its owners or agents, before vessel commences its loading and unloading operations;
- (2) By the owners, shippers or consignee, before freight leaves the custody of the terminal;
- (3) Port of Astoria reserves the right to require prepayment of all charges on perishable freight or freight of doubtful value and on household goods.

(d) Interest Charges on Delinquent Invoices:

Invoices covering charges in this tariff as issued by the Port of Astoria are due and payable upon receipt. Any invoices issued for any charge or charges prescribed by this tariff remaining unpaid for a period of thirty (30) calendar days after the date of invoice are delinquent and shall be subject to a delinquency charge. The delinquency charge is imposed on the total unpaid balance and is one and one half percent (1 ½%) per month on the total

unpaid balance thereof; provided, however, that in no event shall the delinquency charge be higher than the maximum rates allowable by law.

Should it become necessary for the Port of Astoria to institute litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to, and payable by the non-prevailing party. Such expenses shall include, but are not limited to, reasonable attorney's fees and all costs of suit.

Item No. 130

Issued: August 21, 1992

Insurance Not Included in Rates: Effective September 21, 1992

No insurance is included in the rates named in this tariff.

Item No. 135

Issued: August 21, 1992

Manifest Required: Effective September 21, 1992

Masters, owners, agents or operators of vessels are required to furnish a complete copy of manifest of freight loaded or discharged at the terminals of the Port of Astoria.

Item No. 140

Issued: August 21, 1992

Regulations Governing Use of Slips, Etc.: Effective September 21, 1992

No logs, timbers, lumber or rafts and no barges, scows, lighters or river craft may be moored at wharf slips or moored or tied up at the wharves or at any property of the Port of Astoria without permission of the Port of Astoria. Logs, lumber, timbers, rafts barges, scows or lighters may not be brought into slips for loading overside vessels without the consent of the Port of Astoria and subject to its regulations as to the number of barges or rafts (or the size of rafts) allowed alongside at one time and as to maintaining clearance in slips. Any logs, timbers, rafts etc., as enumerated above, left in slips after clearance of vessel or which may have been moored in slips or moored or tied up to the wharves or other property of the Port of Astoria without permission, are subject to immediate removal and unless removed upon notification, may be removed by the Port of Astoria to other locations, with all expense and risk of loss or damage for account of owners.

Item No. 145

Issued: August 21, 1992

Responsibility Limited: Effective September 21, 1992

Except in the case of the terminal operator's own negligence, the Port of Astoria shall not be responsible for any damage to freight loaded at the facilities covered by this tariff after cargo is transferred to the water carriers and is removed from the Port property.

Except in the case of the terminal operator's own negligence, the terminals will not be responsible for any loss, damage or delay of merchandise which may arise from any cause beyond its direct authority and control.

The terminal will not be responsible for any loss or damage caused by fire, frost, heat, dampness, leakage, or decay; animals, rats, mice or other rodents; moths, weevils or other insects; leakage or discharge from fire protection system; collapse of buildings or structures; breakdown of plant or machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf, nor will it be answerable for any loss, damage or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in the service of others or from any consequence arising therefrom.

Item No. 150
Issued: August 21, 1992

Responsibility for Damages and/or Injury: Effective September 21, 1992

Except in the case of the terminal operator's own negligence, if and when others than the terminal company are permitted to perform services on the wharves or premises of the terminal company, they shall be liable for injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of the Port. All such persons, corporations, associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by any act or omission of such persons or the acts or omissions of their agents or employees. Except in the case of the terminal operator's own negligence, all such person who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify Port of Astoria for any such loss or damage to persons or property for which a claim is or may be made against the Port, and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefor, including, but not limited to, court costs, experts' fees and attorneys' fees.

Item No. 155
Issued: August 21, 1992

Reservation of Agreement Rights: Effective September 21, 1992

The Port of Astoria reserves the right to enter into agreement with carriers, shippers, and/or their agents concerning rates and services provided such agreements are consistent with existing local, state and federal laws governing the civil and business relations of all parties concerned.

Item No. 160
Issued: December 20, 2005

Shippers Requests and Complaints: Effective January 20, 2006

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the Executive Officer, Northwest Marine Terminal Association, Inc., P.O. Box 5684, Bellevue, Washington 98006.

Item No. 165

Issued: August 21, 1992

“Hold Harmless” Provision: Effective September 21, 1992

Except in the cases of the terminal operator’s own negligence, all parties using Port of Astoria’s dock facilities and dock equipment agree to do so entirely at their own risk, regardless of conditions, and agree to indemnify and hold the Port of Astoria harmless against any and all liability, damage, loss, cost and expense which may accrue to or be sustained by the Port of Astoria, its agents, and employees on the account of any claim, suit or action made or brought against the Port of Astoria, its agents and employees, for the death of or injury to persons or destruction of property involving indemnitor, its employees, agents and representatives, sustained in connection with the use of said dock facilities and equipment.

Item No. 170

Issued: July 20, 1999

Himalaya Clause: Effective July 21, 1999

It is hereby expressly agreed between the Port of Astoria and any Carrier using the Port’s facilities that as a condition and in consideration of using those facilities, the Port of Astoria, as well as any and all its employees, servants, agents and/or independent contractors (hereinafter “Port”) used or employed in connection with the performance of any of the Carriers’ obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, the Port shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the Carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that the Port shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Carrier(s) themselves.

Item No. 200

Issued: February 20, 2007

Dockage: Effective March 1, 2007

(a) **Dockage – Definition:**

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

(b) **Berth Assignment:**

Berth assignment will be issued at the sole discretion of the Port of Astoria to the owners, agents or operators of vessels for use of a specific berth by a specific vessel. No vessel will be permitted to berth at a wharf or terminal facility of the Port without a prior berth assignment being granted by the Port. Applications for berth assignments must be made as far in advance of the arrival of vessel as possible and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged. The Application for Vessel Berth Reservation Form is shown on page 28 of this tariff.

(c) **Basis for Computing Charges:**

Dockage Charges shall be based on the overall length of the vessel as published in the most current edition of Lloyd’s Register of Shipping at the time the vessel is berthed.

Should length figures not be available from that source, the Port may accept information from the vessel's official papers or measure the vessel.

(d) Dockage Period – How Calculated:

The period of time upon which dockage will be assessed shall commence when the vessel is made fast and until departure. No deduction will be allowed for Sundays, Holidays or because of bad weather or other conditions. When a vessel is shifted directly from one berth to another operated by the Port, the total time at such berths will be considered together in computing the dockage charge.

(e) No Warranty as to Depth of Water at Berth:

When accepting a request and issuing a berth assignment the Port of Astoria makes no warranty, either expressed or implied, as to the suitability of the berth or available depths of water alongside. The Port of Astoria makes every effort to maintain adequate water depths, but they vary continually because of the influence of tidal changes, volume of river flow and weather conditions. Further, variances in vessel draft, ballast, amount of cargo to be loaded or unloaded and the water depth alongside the berths makes it incumbent upon the vessel's interest to take soundings immediately upon docking and at intervals thereafter to insure the safety of the vessel. The Port, upon request of the Master or vessel's owners, charterers, operators, or agents, will supply information on water depths alongside berths based upon most recent soundings.

(f) Responsibility for Vessel Delay, Shifting or other Costs Because of Water Depth:

The Port of Astoria will assume no responsibility for vessel delay, shifting expense or other costs when the vessel's interest deems it prudent, for the purposes of ensuring the safety of the vessel, to interrupt loading and/or shift to deeper water during shallow water periods.

(g) Vacate Berth as Ordered:

- (1) The Port of Astoria reserves the right to order a vessel to vacate the berth when not actually engaged in loading and/or discharging operations.

Whenever an order to vacate a berth is made by the Port under these rules and said order is refused or not complied with in the time specified, the Port may assess a penalty dockage rate of \$400 per hour for each hour the vessel remains on berth after such an order has been issued or tendered to the vessel.

At its option, the Port may effect the removal of a vessel from berth at the expiration of the time period specified in the order to vacate with all risks, liability and expense for the vessel's account. The alternatives permitted the Port under these rules shall be a choice solely to the discretion of the Port.

- (2) A vessel that does not work to its fullest capability to complete loading or unloading operations within the allotted time, or a vessel arriving earlier or later than agreed, or a vessel requiring more time at the terminal than agreed, will be adjusted to the extent possible consistent with advance commitments to other vessels made by the terminal.

When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work overtime at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work overtime shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

(h) Emergency Fire Suppression Berths:

Subject to the approval of the City of Astoria Fire Chief, the Port of Astoria, and the United States Coast Guard Captain of the Port, vessels with shipboard fires may be authorized to move to the Port of Astoria’s designated on-shore fire suppression berth at the Face of Pier One. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression berth.

ALL ACTUAL AND INDIRECT COSTS INCURRED BY A VESSEL BECAUSE OF A FIRE UTILIZING ANY BERTH COVERED BY THIS TARIFF SHALL BE PAID BY THE VESSEL UTILIZING THE BERTH.

The vessel acknowledges responsibility for damage arising out of its shipboard fires and shall hold the Port harmless from and indemnify the Port for any and all damage, liability, settlements, loss, costs and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities, except for that resulting from Port negligence, or that of the Port’s employees or agents.

(i) Schedule of Dockage Rates:

| Length of Vessel Overall in Meters/(Feet) | | Rate per 24-hour day | Length of Vessel Overall in Meters/(Feet) | | Rate per 24-hour day |
|---|--------------|----------------------|---|--------------|----------------------|
| Over | Not Over | | Over | Not Over | |
| 0 | 30.48 (100) | 156.00 | 167.64 | 175.25 (575) | 2,827.00 |
| 30.48 | 45.72 (150) | 220.00 | 175.25 | 182.88 (600) | 2,966.00 |
| 45.72 | 60.96 (200) | 301.00 | 182.88 | 190.50 (625) | 3,394.00 |
| 60.96 | 76.20 (250) | 422.00 | 190.50 | 198.12 (650) | 3,950.00 |
| 76.20 | 91.44 (300) | 721.00 | 198.12 | 205.74 (675) | 4,493.00 |
| 91.44 | 106.68 (350) | 1,017.00 | 205.74 | 213.36 (700) | 5,070.00 |
| 106.68 | 114.30 (375) | 1,264.00 | 213.36 | 220.98 (725) | 5,872.00 |
| 114.30 | 121.92 (400) | 1,391.00 | 220.98 | 228.60 (750) | 6,719.00 |
| 121.92 | 129.54 (425) | 1,538.00 | 228.60 | 236.22 (775) | 7,625.00 |
| 129.54 | 137.16 (450) | 1,710.00 | 236.22 | 243.84 (800) | 8,560.00 |
| 137.16 | 144.78 (475) | 1,843.00 | 243.84 | 259.08 (850) | 9,832.00 |
| 144.78 | 152.40 (500) | 2,025.00 | 259.08 | 274.32 (900) | 11,187.00 |
| 152.40 | 160.02 (525) | 2,299.00 | 274.32 | 289.56 (950) | 12,603.00 |
| 160.02 | 167.64 (550) | 2,738.00 | 289.56 | and up | (1) |

(1) For Vessels with LOA greater than 289.56 meters, charge the rate for 289.56 meters plus \$1,592.00 for each fifteen (15) meters, or fraction thereof, of length in excess of 289.56 meters.

(j) Exceptions to Regular Dockage Rates:

- (1) Vessels meeting all the following requirements,
Not over 200 feet in length
Not loading or unloading cargo for transshipment
Not loading or unloading passengers

And granted permission by Port of Astoria to berth at Pier 1, 2 or 3 will be charged dockage at a rate of \$.45 per foot per day.

(2) At the Port of Astoria's discretion, vessels on idle status may be permitted to moor at a vacant berth when such berth is available. Idle status may include times when a vessel is permitted to make repairs or alterations.

Vessels in idle status shall be assessed dockage at \$1.92 per foot per day. Contact Port of Astoria for long-term rates for idle vessels.

(3) Vessels of the U.S. Government and the State of Oregon may, at the discretion of the Port of Astoria be berthed at terminals without charges.

(4) Vessels on a lay status, waiting for a berth to discharge or load cargo may be permitted to moor at idle terminal berths when such berths are available. Dockage charges for vessels on a lay status shall be assessed on the basis of 25% of the applicable dockage rates published in this item or a minimum of \$150.00 per 24-hour period or fraction thereof, whichever creates the greatest revenue.

Item No. 300

Issued: August 21, 1992

Labor Service: Effective September 21, 1992

(a) Labor Rates Subject to Change:

The rates named in this tariff, additions, revisions, or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions or other causes not reasonably within the control of the terminal company, resulting in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the labor rate basis.

(b) Checking of Freight:

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

(c) **Responsibility Limited:**

In performing the service of checking, the Port of Astoria will accept no responsibility for concealed damage nor for condition of packages, cases or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, cargo will only be accepted for delivery, and receipts for such cargo will only be issued subject to outturn at delivery.

(d) **Payment of Labor:**

Where checkers, wharf gangs, lift drivers, linesmen, watchmen or other wharf labor is employed by or through the terminal operator at the request of the carrier, shipper, consignee or other party, the time of such labor involved will be carried on the payroll of the Port of Astoria and the Port will bill the party responsible at the rates as provided herein.

(e) **Standby or Waiting Time:**

When labor is ordered for a specific time and is on the job, ready for work, or having started work, and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the terminal operator, standby or waiting time for the workers will be assessed at actual wages paid plus 65 percent against the party causing such delay.

(f) **Services Requiring Labor for a Minimum Number of Hours:**

When the Port of Astoria is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at actual wages paid labor plus 65 percent.

Unless otherwise provided, labor rates plus charges for equipment rental will be charged:

- (1) For all miscellaneous services for which no specific rates are named in this tariff, additions, revisions or supplements thereto;
- (2) For services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items;
- (3) For cargo in packages or units of such unusual bulk, size, or shape or weight as to preclude handling, loading, unloading or transferring at the specific rates named in this tariff, additions, revisions or supplements thereto;
- (4) For any services delayed on account of extra sorting, special checking, inspection or from other causes not ordinarily incidental to such service;

- (5) For labor cleaning, covering cars and/or preparing them for receiving cargo.
- (6) Installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others.
- (7) Reconditioning or reconditioning cargo.

Item No. 305

Issued: February 20, 2007

Labor Service: Effective March 1, 2007

When services are performed by the Terminal Company for which no specific commodity rates are specified in this Tariff, charges for such services will be assessed on the basis of the labor rates as per the following schedule:

LONGSHORE LABOR SERVICES

| Labor Classification | Man-Hour Rate Wage |
|-----------------------------|---------------------------|
| Longshoreman | 67.35 |
| Crane Chaser | 71.93 |
| Lift Truck Driver | 72.45 |
| Bulldoze Operator | 72.45 |
| Crane Operator | 76.39 |
| Supervisor | 73.77 |
| Supercargo | 80.33 |
| Walking Boss | 86.10 |

OTHER LABOR SERVICES (NON-STEVEDORING OPERATIONS)

| Labor Classification | Man-Hour Rate Wage |
|-----------------------------|---------------------------|
| Security Gangway Watch | 17.00 |
| Security Officer | 25.00 |
| Maintenance Labor | 60.00 |
| Crane Operator | 60.00 |

Note 1: Labor overtime, and third shift differential:

Rates named on this schedule of man-hour services involving labor are based upon straight time wages. In addition to these rates, when services are performed on Saturdays, Sundays or Holidays, or when payment of overtime, or third shift differential is necessary, the difference between straight time and overtime wages paid plus thirty-five percent (35%) will be assessed against the party or parties requesting overtime.

Item No. 400

Issued: December 20, 2005

Equipment Rental: Effective January 20, 2006

(a) Rental of Equipment Conditional:

Equipment as shown in rate schedule will be rented at the convenience of the Port of Astoria. **Rates are**

- (1) When operator or other labor is furnished by the Port, charges will be as provided in Item 305. Rates furnished below are per hour and do not include operators.
- (2) All equipment supplied under these provisions is expressly understood to be under the direction and control of the Port's customer and the Port's customer 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. It is incumbent upon the Port's customer to make a thorough inspection and be satisfied 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.
- (3) All equipment supplied under these provisions must be properly used by the Port's customer 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 Port's customer shall pay for the damage to such equipment.
- (4) Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as received, normal wear and tear expected.
- (5) No mechanical equipment may be brought for use on the terminals of the Port of Astoria except on permit issued by the Port of Astoria. Right is reserved to refuse permit when similar equipment of the Port of Astoria is available or when equipment does not meet with the approval of the Port of Astoria.

EQUIPMENT

| | |
|--|--------|
| Fork Lift trucks (#600 & #800) | 25.00 |
| ForkLift trucks (#150, #250 & Dump). | 30.00 |
| Backhoe. | 35.00 |
| Tractor & 40' Trailer. | 40.00 |
| Tenant Warehouse Sweeper | 30.00 |
| 1.5 Yard Front End Loader. | 35.00 |
| Dump Truck | 40.00 |
| 450 Case Small Cat. | 55.00 |
| 7.5 Ton Hydro-Crane | 40.00 |
| 36 HP Tug Boat and Crew. | 250.00 |

Item No. 405

Issued: December 20, 2005

Line Service: Effective January 20, 2006

The manning and charges derived thereof shall be determined by the Port of Astoria and the I.L.W.U. Local #50.

**Rate Schedule
Lines Service**

| | | |
|-------------------------|-------|---------|
| Handling Lines. | 2 men | 554.00 |
| Handling Lines. | 4 men | 1109.00 |
| Handling Lines. | 6 men | 1663.00 |
| Handling Lines. | 8 men | 2218.00 |

Waiting Time:

When Linesmen work six minutes past the two-hour minimum, an additional charge of \$69.00 per man for each 30 minutes will be added.

No Work Holidays: Contact Port of Astoria staff for surcharges for holidays.

Item No. 410

Issued: December 20, 2005

Fresh Water Rates: Effective January 20, 2006

| | |
|---|---------|
| First three (3) metered tons or fraction thereof | \$65.00 |
| Each additional ton | 1.10 |
| Service Charge for connecting and disconnecting on straight time Included. | |

Item No. 415

Issued: July 20, 1999

Electric Current: Effective July 21, 1999

The Port will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss or damage resulting from any failure or curtailment of electric service.

Labor service performed will be at the actual costs of labor rates and materials, plus twenty percent (20%).

Item No. 420

Issued: August 21, 1992

Telephone Service: Effective September 21, 1992

Upon request made by the vessel, Port of Astoria will provide a temporary telephone. The charge for this service will be assessed against the vessel at the rate of fifteen (15) dollars. The vessel will be held responsible for all long distance charges incurred during the time the telephone is connected and for all loss or damage to the equipment furnished.

Item No. 425

Issued: August 21, 1992

Oily Waste or Garbage Disposal: Effective September 21, 1992

Vessels requiring discharge of oily waste or garbage shall inquire of the Port's Operations Manager for the name of the waste or garbage hauler and/or reception facilities permitted by the Port to receive, haul and dispose of such waste and/or garbage. Payment of charges for the services and equipment provided by the oily waste or garbage hauler and/or reception facility will be made directly to the oily waste or garbage hauler and/or reception facility by the vessel, its agent, owner, charterer or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler and/or reception facility is not an agent or employee of the Port, nor shall the Port be liable for any act, omission or negligence of any such oily waste or garbage hauler and/or reception facility. Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste or garbage hauler and/or reception facility permitted by the Port. The discharge by a vessel of oily waste or garbage at any terminal at the Port of Astoria shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and local laws and regulations.

Item No. 430

Issued: February 20, 2007

Marine Fire and Safety Association: Effective March 1, 2007

The Marine Fire and Safety Association was formed by agencies and firms located on the Columbia and Willamette River Systems. The purpose of this association is to enter into contracts with local fire districts along these river systems, and to reimburse them for training and supplies to combat marine fires. To fund this, a charge of \$60 per vessel will be assessed each oceangoing (or deep-draft) vessel upon each initial arrival within the Columbia River at a participating association member's location.

All references to the levy of the \$80 charge by the Association are for informational purposes only. This charge is not imposed for the furnishing of any terminal facilities and is not related to the receiving, handling, storing or delivering of property.

Item No. 435

Issued: July 17, 2001

Passenger Traffic Services: Effective August 1, 2001

Passengers embarking or disembarking from/to vessel or pier: \$6.70

Item No. 440

Issued: December 20, 2005

Security Fee: Effective January 20, 2006

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 U.S. Coast Guard Regulation 33CFR105, the Port of Astoria may assess against and collect from ocean-going vessels, their owners, or operators for the use of the terminal working areas 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.

Minimum Port Security fee: \$250 per vessel per day.

Item No. 500

Issued: August 21, 1992

Wharfage: Effective September 21, 1992

(a) Definition:

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

Note: Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cars, trucks, drays or river carriers is eventually loaded on vessel.

(b) Limitations:

Provided not removed from wharf premises while awaiting reshipment, freight assessed full inward wharfage may be reshipped by water from same wharf where received or may be transferred direct to other wharves or facilities of the Port of Astoria for reshipment or delivery without being subject to further assessment of wharfage.

(c) Direct Transfer – Open Cars:

All cargo handled direct between open cars and vessels will be subject to the full wharfage assessment.

(d) Overside Vessels:

Unless otherwise specified under individual commodity items, all cargo loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the cargo.

(e) Exemptions:

Ship's stores, fuel handled overside vessel and repair materials and supplies, all when intended for vessel's own use, consumption or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.

Note: ballast, dunnage lumber or materials ostensibly not for use in stowage of freight loaded at the wharves of the Port of Astoria and lining lumber for use in lining vessels for

grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

Item No. 505
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998
 Rates are in cents per 1,000 kilograms unless otherwise provided in individual items.

Note: When, in any calendar year, forest products originating from a single shipper exceed 1,000,000 FBM or 1,000 Kilo tons, Port of Astoria reserves the right to negotiate Wharfage rates.

| Commodity | Rate |
|---|------|
| Freight NOS | |
| All trade routes weight or measure, whichever produces greatest revenue | |
| Export, Import weight or measure per 1,000 kgs. | 530 |

Item No. 510
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|-------------------------------------|-----|
| Bulk Commodities, viz: | |
| (Direct Loading and/or Discharging) | |
| NOS. | 127 |

Item No. 515
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|---|-----|
| Containers on chassis, empty (Ocean carrier marine) | |
| When received from or delivered to water carrier | |
| Per Unit. | 600 |
| Containerized Cargo (contents only) | 270 |

Item No. 520
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|---|-----|
| Flour, meal, grain, including cereal | |
| Foods for human consumption, in sacks. | 357 |

Item No. 525
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|-----------------------------------|-----|
| Lumber – per 1000 FBM | |
| Softwood NOS. | 383 |
| Hardwood & semi-hardwood. | 383 |

Item No. 530
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|---|-----|
| Logs | |
| Softwood (Per 1000 FBM, Scribner scale). ex dock | 632 |
| Softwood (Per 1000 FBM, Scribner scale). ex water | 150 |

Item No. 535
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|-------------------------|-----|
| Metal Products. | 500 |
|-------------------------|-----|

Item No. 540
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|---|-----|
| Paper and paper products, viz: | |
| NOS. | 316 |
| Tissue, towels or toweling, NOS, in cartons | 450 |

Item No. 545
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|--|-----|
| Piling, poles (per 1000 FBM, Brereton scale). | 401 |
|--|-----|

Item No. 550
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|---|-----|
| Plywood, veneers, corestock, hardboard. | 377 |
|---|-----|

Item No. 555
 Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

| | |
|---|-----|
| Unitized Cargo – permitting fully mechanized loading/unloading. | 272 |
|---|-----|

Item No. 560

Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

Vehicles (Automobiles & Pickup Trucks (per unit)) 775

Item No. 565
Issued: August 1, 1998
Wharfage Rates: Effective: September 1, 1998

Woodpulp, in bales or rolls. 259

Item No. 600
Issued: August 21, 1992
Service & Facilities: Effective: September 21, 1992

(a) **Definition:**

Service and facility charge is a charge that is assessed against ocean vessels, their owners, agents or operators, which load and/or discharge cargo at the Port of Astoria, for the use of terminal working areas in the receipt and delivery of cargo to and from vessels or barges and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer from:

- (1) vessels to consignee, their agents or connecting carriers
- (2) shippers, their agents or connecting carriers to vessels

Service and facility charges do not include any cargo handling, loading, unloading, wharfage, dockage or any other charges than that which is essential to performing the service. It does not include the furnishing of supercargoes, supervisors or clerks, which by the custom of the Port are normally employed by the vessel, its owner, operator or agent.

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

(b) **Withdrawn Cargo:**

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

(c) **Service and Facilities Charge Rates:**

Unless otherwise specified under individual items, rates named herein are in cents per 1,000 Kilos or 1,000 FBM, unless otherwise specified.

Item No. 605
Issued: August 1, 1998
Service & Facility Rates: Effective: September 1, 1998

Rates in Cents

| | | |
|-------------------------------------|----------------|-----------------|
| Trade Routes and Commodities | Inbound | Outbound |
|-------------------------------------|----------------|-----------------|

All Trade Routes

| | | |
|---|------|-----|
| All Freight NOS | 915 | 650 |
| Bulk Commodities. | 144 | 144 |
| Via Conveyor System | 68 | 68 |
| Logs, Softwood, per 1000 FBM Scribner scale. | | |
| Handled Ex-dock. | | 402 |
| Handled Direct Transfer | | 402 |
| Overside. | | 150 |
| Lumber & Lumber Products: Bolts, Cants, Poles, Piling | 951 | 332 |
| Metal Products. | 1202 | |
| Plywood in Bundles. | 1032 | 559 |
| Pulp, Paper or Wood | 216 | 332 |

Unitized Cargo

| | | |
|---|------|-----|
| Each Unit Weight 1000-2000 kgs. | 1202 | 933 |
| 2000-3000 kgs. | 1049 | 873 |
| 3000-7000 kgs. | 838 | 838 |
| 7000 kgs. or more | 609 | 609 |
| Direct Transfer. | 279 | 279 |
| Overside. | 147 | 147 |
| Vegetable, Dried-peas, beans, lentils. | | 847 |
| Unitized in units of 1,000 kgs. or more | | 329 |

Vehicles (automobiles and pickups) per unit 1125

Note: When, in any calendar year, forest products originating from a single shipper exceed 1,000,000 FBM or 1,000 Kilo tons, Port of Astoria reserves the right to negotiate service and facilities rates.

Item No. 700

Issued: August 21, 1992

Handling: Effective: September 21, 1992

(a) Definition:

The charge made against vessels, their owners, agents or operators for physically moving cargo from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. It includes ordinary sorting, breaking down and stacking. When cargo is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at the labor and equipment rental rates. Charges for handling are assessed against vessels, their owners, agents or operators.

Note: For the purpose of continuing in effect the historic practice of the terminals performing this service, this handling definition takes precedence over, and is a departure from the Federal Maritime Commission definition as follows:

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

(b) Direct Transfer:

The handling of cargo direct between open cars and vessels from ship’s gear or by mechanical equipment under rental from the terminal company. Unless otherwise specified, cargo so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Astoria will not be responsible for overloading or improper loading of cars nor for the condition of outturn of cargo when handled by direct transfer.

(c) Right to Handle Cargo Reserved:

The Port of Astoria, when equipped to perform the services of handling and to care for same on their terminals, reserves the right in all instances to perform such services.

(d) Conditions Applicable to Cargo Handlers:

Where cargo handler is permitted to perform the services of handling, such permission is granted specifically upon condition (1) of cargo being piled in a manner and at a place of rest designated by the terminal operator, and (2) that granting of such permission does not in any manner impair the right of the terminal operator to perform the services of handling at its option.

Item No. 705

Issued: August 21, 1992

Handling Rates: Effective: September 21, 1992

(a) Application of Rates:

Rates apply when Port of Astoria personnel perform this service, and when cargo can be handled by lift equipment.

(b) Rates:

Cargo, NOS

Handling will be performed on a labor rate per Section 3 and equipment rental basis as published in this tariff.

Item No. 800

Issued: August 21, 1992

Loading & Unloading: Effective: September 21, 1992

(a) Definition:

Loading and unloading is the service of loading or unloading unitized cargo from or into highway trucks and/or trailers and/or railcars.

(b) Application of Rates:

Loading and unloading rates apply when Port personnel perform the loading and unloading and when cargo is tendered in loads that can be handled by lift equipment.

(c) Loading and Unloading Charges:

Loading and unloading charges on all commodities will be assessed on the basis of the labor rates per Section 3 and equipment rental rates as published in this tariff.

Item No. 900

Issued: June 20, 1996

Storage: Effective: July 1, 1996

(a) Free Time – Definition:

Free time is the period during which cargo may occupy space assigned to it on the terminal facilities free of terminal storage charges, immediately prior to the loading of a vessel or subsequent to the discharge of such cargo off the vessel.

(b) Computing Free Time:

Free time is inclusive of Saturdays, Sundays and holidays. Free time starts on the day the cargo is delivered to or received by the terminal. Unless otherwise stipulated or agreed upon by the Port of Astoria, free time will be allowed for 10 days on inbound cargo and 10 days on outbound cargo.

On all outbound or export cargo the terminal may grant up to 20 days assembly time beyond the regular free time allowance to assemble cargo for a particular vessel or shipment.

Any cargo which occupies space beyond the allowed free time will be assessed wharf demurrage charges in accordance with this tariff unless arrangements have been made for storage.

Item No. 905

Issued: June 20, 1996

Storage Charges: Effective: July 1, 1996

(a) Storage and Storage Charges:

Goods or merchandise for storage will only be accepted by the Port of Astoria provided prior arrangements have been made. Any cargo that is not designated for a particular vessel or shipment will be considered as goods or merchandise delivered for storage purposes.

Storage charges on all goods and merchandise stored at the Port of Astoria's facilities will become due and payable every 30 days in advance. Storage charges are solely the charges for use of space in the warehouse or yard and do not include charges for any other service.

Storage charges will be assessed per month or part thereof commencing on the days the goods or merchandise are received by the terminal until the day it is removed from the Port premises.

Storage rates are in cents per month per 1,000 kgs. or units as specified.

| | Open | Covered |
|---|------|---------|
| All commodities NOS | 73 | 375 |
| Lumber and lumber products NOS, Logs, Piling and Poles per 1,000 FBM | 73 | 167 |

Item No. 910

Issued: June 20, 1996

Demurrage: Effective: July 1, 1996

(a) **Wharf Demurrage – Definition:**

A charge assessed against freight remaining in or on Port of Astoria terminals after the expiration of free time unless arrangements have been made for storage.

(b) **Demurrage Rates:**

Per day, weight or measure, whichever produces the greatest revenue.

| | 1,000 kgs. | Cubic Meter |
|------------------------------------|------------|-------------|
| All cargo NOS – Inbound | \$.56 | \$.39 |
| All cargo NOS – Outbound | \$.56 | \$.39 |

Note 1:

Vehicles: Wharf demurrage after expiration of free time will be assessed at one dollar and 35 cents (\$1.35) per day.

Item No. 1000

Issued: August 21, 1992

Application for Vessel Berth Reservation: Effective: September 21, 1992

Application for Vessel berth Reservation (See notes and conditions)

Reservation for a berth is requested at Port of Astoria Date: _____

| | | | | |
|---------------------------------------|------------|--|-----|-----|
| Vessel | Voyage No. | L.O.A. | ETA | ETD |
| Vessel Owner/Line | | Berth Desired | | |
| Vessel Charterer | | | | |
| To Load (Commodity Type & Amount/No.) | | To Discharge (Commodity Type & Amount/No.) | | |
| Vessel Arrival Draft (Estimated) | | Vessel Sailing Draft (Estimated) | | |
| 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 filing of the State of Financial Responsibility provided and incorporated herewith as Supplement to this Application of 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 | |

Item No. 1000

Issued: August 21, 1992

Supplement to Application for Vessel Berth Reservation: Effective September 21, 1992

| | | | | |
|----------------------------------|---------------|---------------------------------------|-----|-----|
| | <u>Date</u> | | | |
| Vessel | Voyage No. | L.O.A. | ETA | ETD |
| Vessel Owner/Line | Berth Desired | | | |
| Vessel Charterer | | | | |
| To Load(Commodity Type & Amount) | | To Discharge(Commodity Type & Amount) | | |
| Terms of Affreightment | | Terms of Affreightment | | |
| Agency Firm | | Authorized Individual | | |

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

| Category of Port Charges | Party Responsible For Payment | Established Dollar Amount | For Port Use Only |
|-----------------------------------|-------------------------------|---------------------------|-------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| Port of Astoria, OR Tariff No. 10 | 30 | | |

8. _____
 9. _____

Total Estimated Charges \$ _____

Pursuant to the instructions set forth on page 31, the undersigned seeks the arrangement of berthing facilities on behalf of the above-named vessel, and attests to the accuracy of the information provided to the extent set forth in Paragraph C on page 31.

Date: _____ (Berthing Agent) By: _____ (As Agent Only)

Acceptance of Financial Responsibility for Payment

In connection with the Application for Vessel Berth Reservation dated _____, 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 Use | |
| (Name of Company) | Authorized Signature | |
| Category of Port Charges Line Item(s) No. | | |
| (Name of Company) | Authorized Signature | |

Note: Pursuant to Port of Astoria Tariff Rule No. 125 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.

Item No. 1000
 Issued: August 21, 1992

Conditions of Berth Reservation: Effective: September 21, 1992

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies Inc., et al. v. Port of Anacortes, et al. and Tariff Rule 125 in the Port of Astoria Tariff No. 10, amendments and reissues thereto, 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 page 29 and 30, completed 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 applicable Port charges shall be cash in advance. A cash deposit or acceptable security in

an amount equal to 125 percent (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 percent (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 applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as a part of the berth reservation process, provide to the extent of his or her knowledge all information called for on the Application for Vessel Berth Reservation 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 therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information made available to the berthing agent at the time of submission; and the berthing agent held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.
- D. Should the berthing agent, subsequent to submission to this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, 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 as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

