



Notice of Tariff Change Effective January 1, 2015

Port of Seattle Terminals Tariff No. 5 is revised as follows:

REVISED OR NEW LANGUAGE

Which reads:

[ITEM 1100](#)

INSURANCE

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

To read:

[ITEM 1100](#)

INSURANCE

User shall procure and maintain insurance in the following minimum form and limits. All deductibles or self-insurance retentions are the responsibility of the User. User may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the User may carry. Coverage shall be in place for the duration of User's presence and if applicable use of Port owned equipment to which this Tariff applies.

1. Marine or Commercial General Liability insurance that includes coverage for third party property damage and bodily injury, and shall be written on a form that includes wharfinger's and User's legal liability in limits of not less than \$5,000,000 per occurrence. The policy shall include coverage for the liability that may arise out of User operations as they relate to working on Port owned property or using Port owned equipment to include the loading and unloading of vessels as well as support services. The Port shall be named as an additional insured on this policy. Users shall submit to the Port certificate(s) of insurance as evidence of the required coverage upon request.
2. Automobile Liability Insurance - To the extent that work on Port owned property include automobiles, automobile liability insurance shall be provided in an amount

no less than \$ 1,000,000 per occurrence on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent).

3. User is fully responsible for ascertaining whether any federal industrial insurance laws apply to this agreement such as from the Federal Employers' Liability Act, the Jones Act, or the United States Longshore and Harbor Workers Compensation Act. User shall comply with all required workers compensation requirements whether through purchase of commercial insurance or as a qualified self-insurer relative to federal industrial insurance laws.
- A. Waiver of Subrogation. Without affecting any other rights or remedies, User (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to User arising out of or incident to the perils required to be insured against by this Tariff. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.

NEW ITEM

ITEM 15

DEFINED TERMS

Port	-Port of Seattle
Terminal	-Port Docks, Piers, Dolphins, Buildings, Facilities, Properties, Terminal Area, Submerged Lands, and Terminal Facilities (as defined in 46CFR525.1 (C) (18)).
User	-Vessel, Vessel Owner, Operator, Carrier, Agent, Lessee, Renter, Stevedore, Person, and Marine Terminal Operator (as defined in 46CFR525.1 (C) (13)).