



## **TERMINALS TARIFF NO. 5**

(Cancels and replaces Terminals Tariff No. 4)

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

#### **NOTICE**

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

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

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Approved by Port of Seattle Commission  
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[Go to General Index](#)  
[Go to Commodity Index](#)

**ITEM 2**  
**TABLE OF CONTENTS**

**SUBJECT**

<a href="#">Title Page and Issuing Agent</a> .....	<a href="#">Item 1</a>
<a href="#">Table of Contents</a> .....	<a href="#">Item 2</a>
<a href="#">Participating Terminals</a> .....	<a href="#">Item 10</a>
<a href="#">Abbreviations</a> .....	<a href="#">Item 15</a>
<a href="#">General Index</a> .....	<a href="#">Item 20</a>
<a href="#">Commodity Index</a> .....	<a href="#">Item 25</a>
<a href="#">Rules, Regulations and Charges for Miscellaneous Services</a> .....	<a href="#">Section 1</a>
<a href="#">Part 1 General Rules and Regulations</a>	
<a href="#">Part 2 Definitions and Charges for Miscellaneous Services</a>	
<a href="#">Part 3 Vessel Berth Reservation</a>	
<a href="#">Temporary Non-Preferential Assignment</a> .....	<a href="#">Section 2</a>
<a href="#">Wharfage</a> .....	<a href="#">Section 3</a>
<a href="#">Part 1 Wharfage Rules and Regulations</a>	
<a href="#">Part 2 Rates</a>	
<a href="#">Passenger Vessels and Cruise Ships</a> .....	<a href="#">Section 4</a>
<a href="#">Free Time and Wharf Demurrage</a> .....	<a href="#">Section 5</a>
<a href="#">Part 1 Free Time Rules and Regulations</a>	
<a href="#">Part 2 Wharf Demurrage Rates and Charges</a>	
<a href="#">Equipment Rental and Labor Rates</a> .....	<a href="#">Section 6</a>
<a href="#">Part 1 Equipment Rental Conditions and Rates</a>	
<a href="#">Part 2 Labor Rates</a>	
<a href="#">Dockage Rules, Regulations, and Rates</a> .....	<a href="#">Section 7</a>
<a href="#">Service and Facilities Charge</a> .....	<a href="#">Section 8</a>
<a href="#">Part 1 Definitions and Conditions</a>	
<a href="#">Part 2 Rates</a>	

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

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

**PARTICIPATING TERMINALS**

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

None

**ITEM 15**  
**ABBREVIATIONS**

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

Meter  
W/R -Warehouse Receipt  
WT -Weight

**ITEM 20**  
**GENERAL INDEX**

[A](#) [B](#) [C](#) [D](#) [E](#) [F](#) [G](#) [H](#) [I](#) [J](#) [K](#) [L](#) [M](#) [N](#) [O](#) [P](#) [Q](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [X](#) [Y](#) [Z](#)

	ITEM
<b><u>A</u></b>	
<a href="#">ABBREVIATIONS</a> .....	<a href="#">15</a>
<a href="#">ACCEPTANCE, RETENTION, OR DELIVERY OF FREIGHT</a>	
<a href="#">CONDITIONAL</a> .....	<a href="#">1020</a>
<a href="#">AD VALOREM CHARGES</a> .....	<a href="#">1340</a>
<a href="#">AGREEMENT RIGHTS, RESERVATIONS OF</a> .....	<a href="#">1260</a>
<a href="#">ALL RIGHTS OF OPERATION RESERVED</a> .....	<a href="#">1000(G)</a>
<a href="#">ALTERNATE ISSUING AGENT</a> .....	<a href="#">1</a>
<a href="#">APPLICATION FOR VESSEL BERTH RESERVATION</a> .....	<a href="#">1600</a>
<a href="#">APPLICATION OF TARIFF</a> .....	<a href="#">1000</a>
<a href="#">ASSEMBLING TIME</a> .....	<a href="#">5000(D)</a>

[Return to Top of Index](#)

<b><u>B</u></b>	
<a href="#">BARGES AND TUGS, SPECIAL RATES, DOCKAGE</a> .....	<a href="#">7000(G)</a>
<a href="#">BASIS FOR COMPUTING CHARGES, DOCKAGE</a> .....	<a href="#">7000(B)</a>
<a href="#">BERTH RESERVATION, APPLICATION</a> .....	<a href="#">1600</a>
<a href="#">BILLING CHARGE, MINIMUM</a> .....	<a href="#">1040(E)</a>

[Return to Top of Index](#)

<b><u>C</u></b>	
<a href="#">CARGO, CONTAINERS, OR CHASSIS, RIGHT TO REFUSE</a> .....	<a href="#">1020(A)</a>
<a href="#">CARGO, RECEIVED OR DELIVERED</a> .....	<a href="#">1000(E)</a>
<a href="#">CARGO, U.S. GOVERNMENT-SPONSORED, DEFINITION</a> .....	<a href="#">1380(I)</a>
<a href="#">CARGO, U.S. GOVERNMENT, DEFINITION</a> .....	<a href="#">1380(H)</a>
<a href="#">CARGO, UNITIZED, DEFINITION</a> .....	<a href="#">1380(J)</a>
<a href="#">CARGO WITHDRAWN, SERVICE AND FACILITIES CHARGE</a> .....	<a href="#">8000(C)</a>
<a href="#">CARLOADING AND UNLOADING, DEFINITION</a> .....	<a href="#">1380(L)</a>
<a href="#">CARRIER, INLAND, DEFINITION</a> .....	<a href="#">1380(E)</a>
<a href="#">CHARGE, MINIMUM BILLING</a> .....	<a href="#">1040(E)</a>
<a href="#">CHARGE, SERVICE AND FACILITIES CHARGE, MINIMUM</a> .....	<a href="#">8000(B)</a>
<a href="#">CHARGE, SERVICE AND FACILITIES, DEFINITION</a> .....	<a href="#">8000(A)</a>
<a href="#">CHARGES COLLECTED, FROM WHOM</a> .....	<a href="#">1040(D)</a>
<a href="#">CHARGES WHEN A VESSEL SHIFTS TO DIFFERENT BERTH, DOCKAGE</a> .....	<a href="#">7000(D)</a>
<a href="#">CHARGES, AD VALOREM</a> .....	<a href="#">1340</a>
<a href="#">CHARGES, TERMS, COLLECTION, AND GUARANTEE OF</a> .....	<a href="#">1040</a>
<a href="#">CHARGES, STEVEDORING SERVICES AND</a> .....	<a href="#">1280</a>
<a href="#">CHECKING, DEFINITION</a> .....	<a href="#">1380(A)</a>
<a href="#">CLAIMS PURPOSE, VALUATION OF MERCHANDISE FOR</a> .....	<a href="#">1200(C)</a>
<a href="#">CLASSIFICATION, TRADE ROUTE, DEFINITION</a> .....	<a href="#">1380(G)</a>

<a href="#">COLLECTION OF DELINQUENT ACCOUNTS</a> .....	<a href="#">1040(C)</a>
<a href="#">COLLECTION, AND GUARANTEE OF CHARGES, TERMS</a> .....	<a href="#">1040</a>
<a href="#">COMMODITY INDEX</a> .....	<a href="#">25</a>
<a href="#">COMPLAINTS</a> .....	<a href="#">1000(F)</a>
<a href="#">COMPUTING CHARGES, DOCKAGE, BASIS FOR</a> .....	<a href="#">7000(B)</a>
<a href="#">COMPUTING FREE TIME</a> .....	<a href="#">5000(B)</a>
<a href="#">COMPUTING TIME, EQUIPMENT RENTAL</a> .....	<a href="#">6000(B)</a>
<a href="#">CONDITIONAL, ACCEPTANCE, RETENTION, OR DELIVERY OF FREIGHT</a> .....	<a href="#">1020</a>
<a href="#">CONDITIONS FOR CONDUCTING BUSINESS</a> .....	<a href="#">1000(B)</a>
<a href="#">CONDUCTING BUSINESS, CONDITIONS FOR</a> .....	<a href="#">1000(B)</a>
<a href="#">CONTAINERS, WHARF DEMURRAGE</a> .....	<a href="#">5020(C)</a>

[Return to Top of Index](#)

**D**

<a href="#">DEFINITIONS</a> .....	<a href="#">1380</a>
<a href="#">DELINQUENCY CHARGES ON DELINQUENT INVOICES</a> .....	<a href="#">1040(B)</a>
<a href="#">DELINQUENT ACCOUNTS, COLLECTION OF</a> .....	<a href="#">1040(C)</a>
<a href="#">DELINQUENT INVOICES, DELINQUENCY CHARGES ON</a> .....	<a href="#">1040(B)</a>
<a href="#">DELIVERY OF FREIGHT CONDITIONAL, ACCEPTANCE, RETENTION, OR</a> .....	<a href="#">1020</a>
<a href="#">DELIVERY OF FREIGHT, RIGHT TO WITHHOLD</a> .....	<a href="#">1020(C)</a>
<a href="#">DEMURRAGE CHARGES, WAIVER OF</a> .....	<a href="#">1200(D)</a>
<a href="#">DEMURRAGE, WHARF</a> .....	<a href="#">5020</a>
<a href="#">DIRECT LOADING OR DISCHARGE, DEFINITION</a> .....	<a href="#">1380(B)</a>
<a href="#">DIRECT TRANSFER, DEFINITION</a> .....	<a href="#">1380(C)</a>
<a href="#">DOCKAGE</a> .....	<a href="#">7000</a>
<a href="#">DOCKAGE, BASIS FOR COMPUTING CHARGES</a> .....	<a href="#">7000(B)</a>
<a href="#">DOCKAGE, CHARGES WHEN A VESSEL SHIFTS TO A DIFFERENT BERTH</a> .....	<a href="#">7000(D)</a>
<a href="#">DOCKAGE, DEFINITION</a> .....	<a href="#">7000(A)</a>
<a href="#">DOCKAGE FOR IDLE BARGES AND VESSELS</a> .....	<a href="#">7000(H)</a>
<a href="#">DOCKAGE PERIOD, HOW CALCULATED</a> .....	<a href="#">7000(C)</a>
<a href="#">DOCKAGE RATES</a> .....	<a href="#">7000(F)</a>
<a href="#">DOCKAGE RATES FOR FISHING VESSELS</a> .....	<a href="#">7000(I)</a>
<a href="#">DOCKAGE RATES FOR PASSENGER VESSELS</a> .....	<a href="#">7000(J)</a>
<a href="#">DOCKAGE RATES FOR PASSENGER VESSELS</a> .....	<a href="#">4020</a>
<a href="#">DOCKAGE, SPECIAL RATES ON BARGES AND TUGS</a> .....	<a href="#">7000(G)</a>
<a href="#">DUNNAGE, WHARFAGE ON</a> .....	<a href="#">3000(B)</a>

[Return to Top of Index](#)

**E**

<a href="#">ELECTRIC CURRENT</a> .....	<a href="#">1420</a>
<a href="#">ELECTRIC POWER RATE INCREASE, EMERGENCY</a> .....	<a href="#">1440</a>
<a href="#">EMERGENCY ELECTRIC POWER RATE INCREASE</a> .....	<a href="#">1440</a>
<a href="#">EQUIPMENT PLACED ABOARD VESSELS</a> .....	<a href="#">6000(C)</a>
<a href="#">EQUIPMENT RENTAL CONDITIONS</a> .....	<a href="#">6000</a>
<a href="#">EQUIPMENT RENTAL RATES</a> .....	<a href="#">6000</a>
<a href="#">EQUIPMENT RENTAL, COMPUTING TIME</a> .....	<a href="#">6000(B)</a>
<a href="#">EQUIPMENT RENTAL, GENERAL</a> .....	<a href="#">6000(A)</a>
<a href="#">EQUIPMENT RENTAL, RATES PER HOUR</a> .....	<a href="#">6000(E)</a>

<a href="#">EQUIPMENT RENTAL, RESPONSIBILITY</a> .....	<a href="#">6000(D)</a>
<a href="#">EQUIPMENT RENTAL, SALES/USE TAX</a> .....	<a href="#">6000(F)</a>
<a href="#">EXPLOSIVES AND HAZARDOUS CARGO</a> .....	<a href="#">1020(E)</a>
<a href="#">EXTENSION OF FREE TIME AND/OR DEMURRAGE OR STORAGE</a> .....	<a href="#">5000(E)</a>

[Return to Top of Index](#)

<b><u>F</u></b>	
<a href="#">FEE, PASSENGER</a> .....	<a href="#">4010</a>
<a href="#">FREE TIME</a> .....	<a href="#">5000</a>
<a href="#">FREE TIME, DEFINITION</a> .....	<a href="#">5000(A)</a>
<a href="#">FREE TIME AND/OR DEMURRAGE OR STORAGE, EXTENSION OF</a> .....	<a href="#">5000(E)</a>
<a href="#">FREE TIME PERIODS</a> .....	<a href="#">5000(C)</a>
<a href="#">FREE TIME, COMPUTING</a> .....	<a href="#">5000(B)</a>
<a href="#">FREIGHT CONDITIONAL, ACCEPTANCE, RETENTION, OR DELIVERY OF</a> .....	<a href="#">1020</a>
<a href="#">FREIGHT WITHDRAWN, WHARFAGE ON</a> .....	<a href="#">3000(F)</a>
<a href="#">FRESH WATER</a> .....	<a href="#">1520</a>
<a href="#">FRESH WATER FOR PASSENGER VESSELS</a> .....	<a href="#">4030</a>
<a href="#">FUEL, AND POWER RATES</a> .....	<a href="#">6020</a>

[Return to Top of Index](#)

<b><u>G</u></b>	
<a href="#">GARBAGE DISPOSAL, VESSEL OILY WASTE OR</a> .....	<a href="#">1060</a>
<a href="#">GENERAL, EQUIPMENT RENTAL</a> .....	<a href="#">6000(A)</a>
<a href="#">GENERAL INDEX</a> .....	<a href="#">20</a>
<a href="#">GUARANTEE OF CHARGES, TERMS, COLLECTION, AND</a> .....	<a href="#">1040</a>

[Return to Top of Index](#)

<b><u>H</u></b>	
<a href="#">HANDLING, DEFINITION</a> .....	<a href="#">1380(D)</a>
<a href="#">HAZARDOUS CARGO, EXPLOSIVES AND</a> .....	<a href="#">1020(E)</a>
<a href="#">HOMEPORT CRUISE VESSELS – REDUCING SHIP AIR EMISSIONS</a> .....	<a href="#">4000</a>

[Return to Top of Index](#)

<b><u>I</u></b>	
<a href="#">IDLE BARGES AND VESSELS, DOCKAGE FOR</a> .....	<a href="#">7000(H)</a>
<a href="#">INLAND CARRIER, DEFINITION</a> .....	<a href="#">1380(E)</a>
<a href="#">INSURANCE</a> .....	<a href="#">1100</a>
<a href="#">ISSUING AGENT</a> .....	<a href="#">1</a>

[Return to Top of Index](#)

<b><u>L</u></b>	
<a href="#">LABOR DISPUTES</a> .....	<a href="#">1000(H)</a>
<a href="#">LABOR, MAINTENANCE</a> .....	<a href="#">6120</a>
<a href="#">LIABILITY OF OTHERS</a> .....	<a href="#">1120</a>
<a href="#">LOADING OR DISCHARGE, DIRECT, DEFINITION</a> .....	<a href="#">1380(B)</a>
<a href="#">LOSS, DAMAGE, AND DELAY OF MERCHANDISE, RESPONSIBILITY FOR</a> .....	<a href="#">1200</a>

[Return to Top of Index](#)

**M**

<a href="#">MAINTENANCE LABOR</a> .....	<a href="#">6120</a>
<a href="#">MANIFESTS REQUIRED</a> .....	<a href="#">1160</a>
<a href="#">METRIC CONVERSION TABLE</a> .....	<a href="#">1180</a>
<a href="#">MINIMUM BILLING CHARGE</a> .....	<a href="#">1040(E)</a>
<a href="#">MINIMUM CHARGE, SERVICE AND FACILITIES CHARGE</a> .....	<a href="#">8000(B)</a>

[Return to Top of Index](#)

**N**

<a href="#">NON-PREFERENTIAL ASSIGNMENT, TEMPORARY</a> .....	<a href="#">2000</a>
<a href="#">NOTICE TO PUBLIC</a> .....	<a href="#">1000(A)</a>

[Return to Top of Index](#)

**O**

<a href="#">OILY WASTE DISPOSAL, VESSEL</a> .....	<a href="#">1060</a>
<a href="#">OWNER'S RISK</a> .....	<a href="#">1020(F)</a>

[Return to Top of Index](#)

**P**

<a href="#">PARTICIPATING TERMINALS</a> .....	<a href="#">10</a>
<a href="#">PASSENGER FEE</a> .....	<a href="#">4010</a>
<a href="#">POINT OF REST, DEFINITION</a> .....	<a href="#">1380(F)</a>

[Return to Top of Index](#)

**R**

<a href="#">RATE INCREASE, EMERGENCY ELECTRIC POWER</a> .....	<a href="#">1440</a>
<a href="#">RATES, DOCKAGE</a> .....	<a href="#">7000(F)</a>
<a href="#">RATES, TEMPORARY NON-PREFERENTIAL ASSIGNMENT</a> .....	<a href="#">2000</a>
<a href="#">RATES AND CHARGES, WHARF DEMURRAGE</a> .....	<a href="#">5020(B)</a>
<a href="#">RATES AND BARGES, AND TUGS, SPECIAL</a> .....	<a href="#">7000(G)</a>
<a href="#">RATES PER HOUR, EQUIPMENT RENTAL</a> .....	<a href="#">6000(E)</a>
<a href="#">RATES PREVAIL, SPECIFIC</a> .....	<a href="#">1220</a>
<a href="#">RECEIVED OR DELIVERED CARGO</a> .....	<a href="#">1000(E)</a>
<a href="#">REMOVE, TRANSFER, OR WAREHOUSE, RIGHT TO</a> .....	<a href="#">1020(B)</a>
<a href="#">RENTAL CONDITIONS, EQUIPMENT</a> .....	<a href="#">6000</a>
<a href="#">RESERVATION OF AGREEMENT RIGHTS</a> .....	<a href="#">1260</a>
<a href="#">RESERVATION REQUIRED</a> .....	<a href="#">1240</a>
<a href="#">RESPONSIBILITY AND LIABILITY</a> .....	<a href="#">1130</a>
<a href="#">RESPONSIBILITY AS WAREHOUSEMAN</a> .....	<a href="#">1200(B)</a>
<a href="#">RESPONSIBILITY FOR LOSS, DAMAGE, AND DELAY OF MERCHANDISE</a> .....	<a href="#">1200</a>
<a href="#">RESPONSIBILITY</a> .....	<a href="#">1200(A)</a>
<a href="#">RESPONSIBILITY, EQUIPMENT RENTAL</a> .....	<a href="#">6000(D)</a>
<a href="#">REST, POINT OF, DEFINITION</a> .....	<a href="#">1380(F)</a>
<a href="#">RETENTION, OR DELIVERY OF FREIGHT CONDITIONAL, ACCEPTANCE</a> .....	<a href="#">1020</a>

<a href="#">RIGHT TO REFUSE CARGO, CONTAINERS, OR CHASSIS</a> .....	<a href="#">1020(A)</a>
<a href="#">RIGHT TO REMOVE, TRANSFER OR WAREHOUSE</a> .....	<a href="#">1020(B)</a>
<a href="#">RIGHT TO SELL FOR UNPAID CHARGES</a> .....	<a href="#">1020(D)</a>
<a href="#">RIGHT TO WITHHOLD DELIVERY OF FREIGHT</a> .....	<a href="#">1020(C)</a>

[Return to Top of Index](#)

**S**

<a href="#">SALES/USE TAX, EQUIPMENT RENTAL</a> .....	<a href="#">6000(F)</a>
<a href="#">SECURITY FEE</a> .....	<a href="#">1450</a>
<a href="#">SEGREGATION AND SEGREGATION CHARGES</a> .....	<a href="#">1480</a>
<a href="#">SERVICE AND FACILITIES CHARGE</a> .....	<a href="#">8000</a>
<a href="#">SERVICE AND FACILITIES CHARGES COLLECTED FROM WHOM</a> .....	<a href="#">1040(D)</a>
<a href="#">SERVICE AND FACILITIES CHARGES, CARGO WITHDRAWN</a> .....	<a href="#">8000(C)</a>
<a href="#">SERVICE AND FACILITIES CHARGES, MINIMUM CHARGE</a> .....	<a href="#">8000(B)</a>
<a href="#">SERVICE AND FACILITIES CHARGE, DEFINITION</a> .....	<a href="#">8000(A)</a>
<a href="#">SMALL LOTS FEE</a> .....	<a href="#">1460</a>
<a href="#">SPECIAL RATES ON BARGES AND TUGS</a> .....	<a href="#">7000(G)</a>
<a href="#">SPECIFIC RATES PREVAIL</a> .....	<a href="#">1220</a>
<a href="#">STEVEDORING SERVICES AND CHARGES</a> .....	<a href="#">1280</a>
<a href="#">STORAGE, EXTENSION OF FREE TIME AND/OR DEMURRAGE OR</a> .....	<a href="#">5000(E)</a>

[Return to Top of Index](#)

**T**

<a href="#">TABLE OF CONTENTS</a> .....	<a href="#">2</a>
<a href="#">TARIFF EFFECTIVE</a> .....	<a href="#">1000(C)</a>
<a href="#">TARIFF, APPLICATION OF</a> .....	<a href="#">1000</a>
<a href="#">TELEPHONE SERVICE, VESSEL</a> .....	<a href="#">1500</a>
<a href="#">TEMPORARY NON-PREFERENTIAL ASSIGNMENT – RATE</a> .....	<a href="#">2000</a>
<a href="#">TEMPORARY NON-PREFERENTIAL ASSIGNMENT CONDITIONS</a> .....	<a href="#">2000</a>
<a href="#">TERMINAL CHARGES ABSORPTION BY RAIL AND OCEAN CARRIERS</a> .....	<a href="#">1040(D)</a>
<a href="#">TERMS, COLLECTION, AND GUARANTEE OF CHARGES</a> .....	<a href="#">1040</a>
<a href="#">TERMS AND CONDITIONS OF PAYMENT</a> .....	<a href="#">1040(A)</a>
<a href="#">TITLE PAGE</a> .....	<a href="#">1</a>
<a href="#">TRADE ROUTE CLASSIFICATION, DEFINITION</a> .....	<a href="#">1380(G)</a>
<a href="#">TRANSFER, DIRECT, DEFINITION</a> .....	<a href="#">1380(C)</a>

[Return to Top of Index](#)

**U**

<a href="#">U.S. GOVERNMENT-SPONSORED CARGO, DEFINITION</a> .....	<a href="#">1380(I)</a>
<a href="#">U.S. GOVERNMENT CARGO, DEFINITION</a> .....	<a href="#">1380(H)</a>
<a href="#">UNITIZED CARGO, DEFINITION</a> .....	<a href="#">1380(J)</a>
<a href="#">UNPAID CHARGES, RIGHT TO SELL FOR</a> .....	<a href="#">1020(D)</a>
<a href="#">USE, DEEMED ACCEPTANCE</a> .....	<a href="#">1000(D)</a>

[Return to Top of Index](#)

**V**

<a href="#">VALUATION OF MERCHANDISE FOR CLAIMS PURPOSE</a> .....	<a href="#">1200(C)</a>
<a href="#">VESSEL BERTH RESERVATION</a> .....	<a href="#">1600</a>

<a href="#">VESSEL OILY WASTE OR GARBAGE DISPOSAL</a> .....	<a href="#">1060</a>
<a href="#">VESSEL SHIFTS TO DIFFERENT BERTH, DOCKAGE CHARGES</a>	
<a href="#">WHEN A</a> .....	<a href="#">7000(D)</a>
<a href="#">VESSEL TELEPHONE SERVICE</a> .....	<a href="#">1500</a>
<a href="#">VESSEL, DEFINITION</a> .....	<a href="#">1380(K)</a>
<a href="#">VESSELS REQUIRED TO CHANGE BERTHS, DOCKAGE</a> .....	<a href="#">7000(E)</a>

[Return to Top of Index](#)

**W**

<a href="#">WAIVER OF DEMURRAGE CHARGES</a> .....	<a href="#">1200(D)</a>
<a href="#">WAREHOUSEMAN, RESPONSIBILITY AS</a> .....	<a href="#">1200(B)</a>
<a href="#">WATER, FRESH</a> .....	<a href="#">1520</a>
<a href="#">WHARF DEMURRAGE CONTAINERS</a> .....	<a href="#">5020(C)</a>
<a href="#">WHARF DEMURRAGE RATES AND CHARGES</a> .....	<a href="#">5020(B)</a>
<a href="#">WHARF DEMURRAGE</a> .....	<a href="#">5020</a>
<a href="#">WHARF DEMURRAGE DEFINITION</a> .....	<a href="#">5020(A)</a>
<a href="#">WHARFAGE, DEFINITION</a> .....	<a href="#">3000(A)</a>
<a href="#">WHARFAGE</a> .....	<a href="#">3000</a>
<a href="#">WHARFAGE ON DUNNAGE</a> .....	<a href="#">3000(B)</a>
<a href="#">WHARFAGE ON FREIGHT, WITHDRAWN</a> .....	<a href="#">3000(F)</a>
<a href="#">WHARFAGE ON TRANSSHIPMENTS</a> .....	<a href="#">3000(E)</a>
<a href="#">WHARFAGE ON OVERSIDE, BULK</a> .....	<a href="#">3000(D)</a>
<a href="#">WHARFAGE ON OVERSIDE, OTHER THAN BULK</a> .....	<a href="#">3000(C)</a>
<a href="#">WITHDRAWN, SERVICE AND FACILITIES CHARGE, CARGO</a> .....	<a href="#">8000(C)</a>

[Return to Top of Index](#)

**ITEM 25**

**COMMODITY INDEX**

[A](#) [B](#) [C](#) [D](#) [E](#) [F](#) [G](#) [H](#) [I](#) [J](#) [K](#) [L](#) [M](#) [N](#) [O](#) [P](#) [Q](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [X](#) [Y](#) [Z](#)

	ITEM
<b><u>A</u></b>	
<a href="#">ALL CARGO, NOS</a> .....	<a href="#">3040</a>
<b><u>B</u></b>	
<a href="#">BEVERAGES</a> .....	<a href="#">3080</a>
<a href="#">BOATS, PLEASURE</a> .....	<a href="#">3100</a>
<a href="#">BUILDINGS, KD</a> .....	<a href="#">3120</a>
<a href="#">BULK COMMODITIES</a> .....	<a href="#">3140</a>
<a href="#">BULK LIQUIDS, NOS</a> .....	<a href="#">8020</a>
<b><u>C</u></b>	
<a href="#">CARGO, NOS</a> .....	<a href="#">8040</a>
<b><u>F</u></b>	
<a href="#">FISH AND SEAFOODS</a> .....	<a href="#">3240</a>
<a href="#">FISHMEAL INEDIBLE</a> .....	<a href="#">3240</a>
<a href="#">FUEL, PETROLEUM</a> .....	<a href="#">8200</a>

<u>I</u> <u>IRON OR STEEL PRODUCTS</u> .....	<u>8160</u>
<u>L</u> <u>LIQUIDS, NOS, BULK</u> .....	<u>8020</u>
<u>M</u> <u>MACHINERY OR MACHINES</u> .....	<u>3390</u>
<u>METAL PRODUCTS</u> .....	<u>3400</u>
<u>N</u> <u>NURSERY STOCK</u> .....	<u>3440</u>
<u>O</u> <u>OILY WASTES</u> .....	<u>8200</u>
<u>P</u> <u>PAPER PRODUCTS</u> .....	<u>8220</u>
<u>PAPER, PULP, WOOD OR</u> .....	<u>3540</u>
<u>PETROLEUM AND PETROLEUM PRODUCTS</u> .....	<u>3480</u>
<u>PETROLEUM FUEL</u> .....	<u>8200</u>
<u>PLEASURE BOATS</u> .....	<u>3100</u>
<u>PRODUCTS, METAL</u> .....	<u>3400</u>
<u>PULP, PAPER, OR RUBBER</u> .....	<u>8220</u>
<u>PULP, WOOD OR PAPER</u> .....	<u>3540</u>
<u>R</u> <u>RUBBER</u> .....	<u>8220</u>
<u>S</u> <u>SEAFOODS, FISH AND</u> .....	<u>3240</u>
<u>STEEL PRODUCTS, IRON OR</u> .....	<u>8160</u>
<u>T</u> <u>TREES</u> .....	<u>3600</u>
<u>U</u> <u>USDA, TITLE II PL-480 CARGO</u> .....	<u>3610</u>
<u>W</u> <u>WOOD OR PAPER, PULP</u> .....	<u>3540</u>

[Return to Top of Commodity Index](#)

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

**General Rules and Regulations**

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

**(A) NOTICE TO PUBLIC**

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

**(B) CONDITIONS FOR CONDUCTING BUSINESS**

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

**(C) TARIFF EFFECTIVE**

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

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

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

**(D) USE, DEEMED ACCEPTANCE**

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

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

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

**(F) COMPLAINTS**

Requests or complaints on matters contained may be directed to the Executive Officer, Northwest Marine Terminals Association, Inc., P. O. Box 5684, Bellevue, Washington 98006, telephone (425)392-6932, Fax (425)392-6908, e-mail [nwmta@comcast.net](mailto:nwmta@comcast.net).

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

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

**(H) LABOR DISPUTES**

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

**ITEM 1020**

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

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

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

- (1) Cargo, containers, or chassis for which previous arrangements for space, receiving, unloading, or removal from terminal has not been made by shipper, consignee, or vessel.
- (2) Cargo deemed extra offensive, perishable, or hazardous.
- (3) Cargo, the value of which may be determined as less than the probable terminal charges.
- (4) Cargo may not be packed suitable for standing the ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned and all expense, loss, or damage incidents thereto shall be for account of shipper, consignee, owner, vessel, or inland carrier.
- (5) Cargo, containers, or chassis during a period of severe congestion or other emergency, when, in the judgment of the terminal operator, the circumstances then prevailing will prevent the terminal from providing usual care and custody.

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

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

Cargo remaining on wharf or wharf premises after expiration of free time, as defined herein, and cargo shut out at clearance of vessel may be piled or repiled to make space, transferred to other locations or receptacles within the wharf premises, or after appropriate notice, removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee, or vessel as responsibility may appear.

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

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

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

Cargo on which unpaid terminal charges have accrued may be sold to satisfy charges and costs provided owner has been given notice to pay charges and to remove said cargo and has neglected or failed to comply.

**(E) EXPLOSIVES AND HAZARDOUS CARGO**

The acceptance, handling, or storage of explosives or excessively inflammable material shall be subject to special arrangements with terminal operators and governed by rules and regulations of Federal, State, and local authorities. Hazardous cargoes must have been prepared for shipment in accordance with the applicable Department of Transportation regulations contained in 49 Code of Federal Regulations. Shippers, vessels, and inland carriers are hereby warned that the party or parties responsible for infractions will be subject to such penalties that may result for violation of rules.

**(F) OWNER'S RISK**

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

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

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

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

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

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

Use of Port 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.

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

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

Payment terms are cash unless the Port customer, prior to the use of Port 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 Supplement to Application for Vessel Berth Reservation as published by the Port ([Item 1600](#)).

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

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

Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid for a period of forty-five (45) calendar days after date of invoice is 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 (1-1/2%) per month as of the date of this tariff.

**(C) COLLECTION OF DELINQUENT ACCOUNTS**

- (1) PAYMENT OF COSTS FOR COLLECTION OF DELINQUENT ACCOUNTS

Accounts which remain unpaid in whole or in part eighty (80) days or more from invoice date will be subject to an additional charge to cover the Port's cost of collection as follows:

When Amount Due Is:      Additional Charge Shall Be:

\$0 to \$200.00      50% of amount due  
\$201.00 and up    25% of amount due

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

(2) ATTORNEY'S FEES IN SUITS FOR COLLECTION

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

(3) NON-SUFFICIENT FUNDS (NFS) CHECKS

There will be a \$40.00 per transaction fee charged on all checks returned by the bank for any reason of non-collection.

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

(1) WHARFAGE AND MISCELLANEOUS CHARGES

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

(2) SERVICE AND FACILITIES CHARGE

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

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

(3) TERMINAL CHARGES ABSORPTION BY RAIL AND OCEAN CARRIERS

On transcontinental import and export traffic moving in connection with ocean carriers via the Port of Seattle, provisions for complete or partial absorption of

terminal charges are contained in rail and ocean tariffs. Shippers are urged to consult with the carriers or refer to carrier tariffs for accurate determination of applicable terminal charges, if any, for the account of cargo.

(4) DEMURRAGE AND STORAGE CHARGES

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

**(E) MINIMUM BILLING CHARGE**

All invoices issued by the Port for any service, or combination of services, as provided in this tariff, shall be subject to a minimum billing charge of \$30.00 per invoice.

**ITEM 1060**  
**VESSEL OILY WASTE OR GARBAGE DISPOSAL**

Vessels which find it necessary to discharge oily waste or garbage at the Port of Seattle shall contact the terminal operator for the name of oily waste or garbage haulers and/or reception facilities in the area which provide equipment to receive, haul and dispose of oily waste or garbage. The vessel shall make any federal notifications and arrange directly with the oily waste or garbage hauler and/or reception facility for such services and equipment. 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 of Seattle nor any terminal operator, nor shall the Port of Seattle or any terminal operator 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 of Seattle or any terminal operator for 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 of Seattle or any terminal operator. The discharge by a vessel of oily waste or garbage at any terminal at the Port of Seattle shall only be in accordance with the terms of this tariff item and applicable Federal, State and Local laws and regulations.

**ITEM 1100**  
**INSURANCE**

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

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

If and when other than the terminal companies are permitted to perform services on the wharves or premises of the terminal companies, they shall be held responsible for loss,

damage, or theft by themselves or persons in their employ and liable for the injury of persons in their employ.

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

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

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

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

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

Owners, agents, operators, or masters of vessels must furnish a complete copy of manifest of cargo and/or statement of passengers loaded or discharged at terminals to the Port of Terminal Operator.

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

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

Metric Conversion Table

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

Cubic Feet

Cubic Meters

Cubic Meters by 35.3145

Metric Equivalents

1 kilogram - 2.2046 pounds

1 pound - 0.4536 kilograms

1 CWT (U. S. - 100 pounds) - 45.3592 kilograms or 0.04536 metric tons

1 CWT (British - 112 pounds) - 50.8023 kilograms or 0.0508 metric tons

1 bushel grain (U. S.) - 60 pounds - 27.2155 kilograms

1 cubic meter - 35.3145 cubic feet

1 cubic foot - 0.0283 cubic meters

1,000 ft. B.M. - 83.3333 cubic feet

1 cubic meter - 423.7740 ft. B.M.

1 barrel (U.S. - 42 gallons) - 158.9873 liters

1 metric ton - 2204.6 pounds (1000 kilograms)

1 short ton - 2000 pounds (907.2 kilograms)

1 long ton - 2240 pounds (1016.064 kilograms)

**ITEM 1200**

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

**(A) RESPONSIBILITY**

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

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

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

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

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

**(B) RESPONSIBILITY AS WAREHOUSEMAN**

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

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

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

**(D) WAIVER OF DEMURRAGE CHARGES**

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

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

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

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

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

- (A) Reservations are made as far in advance as possible in accordance with published dates for vessel calls at Seattle, confirmed six (6) days, and reconfirmed two (2) days prior to vessel arrival and immediately report changes.
- (B) Agreement to work continuously utilizing not less than day and early night shifts (1<sup>st</sup> and 2<sup>nd</sup> shifts) and multiple longshore gangs, cranes, and equipment to the fullest extent available in accordance with circumstances then prevailing.
- (C) When operational circumstances make it necessary for a vessel to finish and clear its berth in the shortest time possible, the vessel will be required to work 3<sup>rd</sup> shift (as defined herein) and/or extended shifts as directed by the Seaport Division.

- (D) Reservations will include agreement as to time in berth which will be determined by the number of containers or amount of cargo to be worked based on average production experience that may be expected by the type and configuration of the vessel presented for reservation. A vessel that does not work to its full capability in accordance with circumstances then prevailing in order to vacate its berth within the time allocated will be required to discontinue operations and/or shift its position at the terminal or move to another location in order to accommodate the arrival of another vessel holding a reservation made in conformity with this item.

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

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

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

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

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

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

**Definitions and Charges for Miscellaneous Services**

**ITEM 1340**  
**AD VALOREM CHARGES**

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

**ITEM 1380**  
**DEFINITIONS**

**(A) CHECKING**

The service of counting and checking cargo against appropriate documents for the account of the cargo or vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, marking, segregating, sampling or

supplying any information that cannot be obtained by visual inspection of the package, case or other shipping container.

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

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

#### **(B) DIRECT LOADING OR DISCHARGE**

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

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

#### **(C) DIRECT TRANSFER**

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

#### **(D) HANDLING**

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

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

#### **(E) INLAND CARRIER**

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

#### **(F) POINT OF REST**

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

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

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

**(G) TRADE ROUTE CLASSIFICATION**

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

<u>CLASSIFICATION</u>	<u>SERVICE BETWEEN SEATTLE AND:</u>
Alaska	Ports in Alaska, direct or via British Columbia ports.
Coastwise	Ports in California, Oregon, and Washington.
Hawaiian	Ports in Hawaiian Islands.
Inland Waterway	Ports on Puget Sound, tributary, and British Columbia.
Intercoastal	Ports in the United States on the Gulf of Mexico or the Atlantic Coast, including ports in Puerto Rico and Virgin Islands.
Transpacific	Points west of 170 <sup>th</sup> Meridian of West Longitude and east of 40 <sup>th</sup> Meridian of East Longitude.
Transpacific - Transcontinental	Traffic origin or destination points in North Dakota, South Dakota, Nebraska, Colorado, New Mexico, and states east thereof and points in Canada east of Saskatchewan.
Offshore	Trades not specifically defined herein.

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

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

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

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

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

**(J) UNITIZED CARGO**

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

**(K) VESSEL**

The term “vessel” as used in this tariff means:

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

**(L) CARLOADING AND UNLOADING**

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

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

“The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.”

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

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

- (A) Fee for electrical hookup and disconnect..... \$442.63  
Hookup and disconnect to be administered by Marine  
Maintenance personnel only.
- (B) Electrical Maintenance and Administrative Fee..... \$29.53 per meter per  
Covers Port warehouses, office and retail buildings, month  
yard/storage areas.
- (C) Electrical Maintenance and Administrative Fee..... \$30.00 per vessel call per

for vessels requiring shore power. month

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

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

**ITEM 1450**  
**SECURITY FEE**

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

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

Port Security Fee - Per Day Per Vessel ..... \$250.00 (see Note)

Note: Does not apply to passenger vessels and fishing vessels.

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

A charge of \$100 will be assessed against Inbound Wood Products and Iron or Steel for bills of lading below 20 metric tons.

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

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

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

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

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

Fresh water furnished to vessels and other uses:  
(Compute 7-1/2 gallons per cubic foot, or 32 cubic feet per short ton, 8-1/3 lbs per gallon, or 62.4 lbs per cubic foot)

- |  |                           |
|--|---------------------------|
| (1) Rate includes water hookup.....  | \$69.88                   |
| Rate is for each hook-up by the Port (see Note), plus the rate for actual water usage.                                   |                           |
| (2) When no hose or hookup is provided by the Port .....   | \$27.00                   |
| The rate is for each vessel taking on water, or for each terminal user per month, plus the rate for actual water usage.  |                           |
| (3) Water rate for each 100 cubic feet of water used, in addition to charges as provided in number (1) or (2) above..... | Per City of Seattle rates |
| (4) Water Utility Maintenance and Administrative Fee per vessel hookup .....   | \$27.00                   |

Note: Water hookup is applicable during straight-time hours only. Requests for water during other than straight-time hours will be performed with minimum overtime hours required for payment for the account of the requesting party.

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

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

**ITEM 1600**  
**VESSEL BERTH RESERVATION**

See next page



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

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

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

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

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

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

Date:	(Berth Agent)	(As Agent Only)
-------	---------------	-----------------

**Acceptance of Financially Responsibility for Payment**

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

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

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

**PORT OF SEATTLE  
CONDITIONS OF BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff Rule 1600 in the Port of Seattle Terminals Tariff, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, 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 acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
  - 1. That party responsible has established credit worthiness acceptable to the Port; or
  - 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
  - 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the reverse of this form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Rules**

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

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

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

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

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

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

All cargo loaded or discharged overside a vessel directly to or from another vessel, barge, lighter, raft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, shall be assessed one-half the regular wharfage rates, but in no instance, unless specifically rated under individual items, shall the charge be less than \$4.33 per MBM, or \$4.79 per 1000 kg, or \$4.79 per cubic meter. (See Exception)

Exception: Does not apply to containers and containerized cargo.

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

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

##### **(E) WHARFAGE ON TRANSSHIPMENTS**

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

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

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

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

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

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

<b>COMMODITY</b>	<b>WHARFAGE</b>	
<b>Except as otherwise provided, rates are in dollars per 1000 kg</b>		
<b><u>ITEM 3040</u> <u>ALL CARGO, NOS</u>, (Includes Vessel Stores)</b>		
Rates apply per 1000 kg or per cubic meter, as manifested by vessel for revenue purposes. When no specific commodity rate is named in this tariff, or freight is manifested by vessel on a per package or per container basis, charges will be assessed on the applicable NOS rate, whichever creates the greater revenue.		
Per 1000 kg .....	\$10.09	
Per cubic meter.....	(1)\$10.09	
(1) When measurement is not supplied, it shall be determined on the basis of one cubic meter for each 250 kg of cargo. In the case of containerized cargo, total measurement shall not exceed ninety-five percent (95%) of the internal capacity of the container used.		
<b><u>ITEM 3080</u> <u>BEVERAGES, VIZ:</u></b>		
Alcoholic, except beer, ale and stout, per 1000 kg .....	\$14.14	
Beer, ale & stout, per 1000 kg .....	\$10.09	
<b><u>ITEM 3100</u> <u>BOATS, PLEASURE</u></b>	(1)	
<b><u>(1)OVERALL LENGTH IN FEET</u></b>		
Over	Not Over	Unit Charge
0	16	\$39.07
16	20	\$53.67
20	24	\$73.15
24	30	\$92.63
30	--	\$111.96
<b><u>ITEM 3120</u> <u>BUILDINGS, KD</u></b>		
NOS, per 1000 kg .....	\$11.54	
<b><u>ITEM 3140</u> <u>BULK COMMODITIES</u></b>		
DRY NOS, per 1000 kg .....	\$3.22	

(Direct loading and/or unloading only –  
See [Item 1380\(B\)](#).)

Bulk liquid, petroleum fuel or oily wastes through pipeline,  
from and to vessel ..... \$0.076  
(rate is per barrel of 42 gallons or 159 liters)  
Bulk liquid, non-petroleum oils, fats, chemicals and  
molasses, per 1000 kg..... \$1.73

**ITEM 3240** **FISH AND SEAFOODS, VIZ:**

(subject to Note)  
Fresh or Frozen, in packages or loose, per 1000 kg ..... \$10.09  
Fish meal, inedible, packages, per 1000 kg ..... \$2.55  
Note: When product is discharged at Port  
facilities and subsequently moved to  
Port leased facilities, apply fifty  
percent (50%) of rate, except for fish  
meal

**ITEM 3390** **MACHINERY OR MACHINES**

Rubber-Tired or Treaded, NOS, (Including agricultural,  
earthmoving, road-making, or materials handling,  
per 1000 kg..... \$20.48

**ITEM 3400** **METAL PRODUCTS**

Aluminum, brass, bronze, copper or  
steel loose, in bundles, coils or  
packages: viz:  
Angles, bars, beams, billets, blanks, bolts, channels,  
fasteners, ingots, nails, nuts, piling, pipe, plate, rails, rods,  
screws, sheets, unfinished shapes and wire, including  
barbed wire, per 1000 kg ..... \$10.09

**ITEM 3440** **NURSERY STOCK,**

Live ..... (1)\$119.26  
(2)\$173.99

- (1) Applies in dollars per container not exceeding 24 feet  
on cargo originating in Hawaii.
- (2) Applies in dollars per container exceeding 24 feet, but  
not exceeding 40 feet on cargo originating in Hawaii.

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

Grease, packaged, per 1000 kg ..... \$10.09  
Inflammables, liquid, including liquid petroleum gases,  
packaged, per 1000 kg ..... \$14.14  
Refer to [Item 1020\(E\)](#), Hazardous Cargo

**ITEM 3540** **PULP, PAPER OR WOOD**

(except screening, tailing, or wetlaps)  
In Bales, per 1000 kg..... \$4.91  
In Rolls, per 1000 kg..... \$4.91

**ITEM 3600** **TREES,**

Christmas and Wreath, Garland or Trim,

evergreen.....	(1)\$233.50
	(2)\$375.95
(1) Applies in dollars per container not exceeding 24 feet on cargo destined to Hawaii.	
(2) Applies in dollars per container exceeding 24 feet, but not exceeding 40 feet on cargo destined to Hawaii.	

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

(Subject to Note)

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

Temperature-controlled Cargo, per 1000 kg.....	\$7.33
Bagged Grain and Grain Products, processed or unprocessed, per 1000 kg .....	\$5.19
Dairy Products, non refrigerated, per 1000 kg.....	\$5.19
Beans, Peas and Lentils, per 1000 kg .....	\$5.19

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

Temperature-controlled Cargo.....	\$39.07
Bagged Grain and Grain Products, processed or unprocessed .....	\$16.80
Dairy Products, non-refrigerated.....	\$16.80
Beans, Peas and Lentils .....	\$16.80

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

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

**ITEM 4000**

**HOMEPORT CRUISE VESSELS – REDUCING SHIP AIR EMISSIONS**

1. For purposes solely relating to this section, “homeport” refers to passenger cruise vessels over 50,000 tons or 500 passengers that use Port facilities as a homeport for disembarking and embarking passengers.
2. All homeport passenger cruise vessels while at berth in Seattle must use either shoreside electrical power (where available) or burn low-sulfur fuel (when available) to operate the vessel systems once the vessel has been secured to the dock and until its preparation for departure is required. Approved low-sulfur fuel consists of a fuel mixture with 1.5% sulfur or less. If any cruise vessel intends to use a shoreside electrical connection while at berth and if shoreside electricity is not available, the vessel may continue to run its engines which are necessary to operate the vessels systems while at berth, regardless of the sulfur content of the fuel in use on the vessel.

3. The Port may, at its option, obtain from the vessel captain, owners or its representatives, receipts demonstrating the vessel has recently obtained low-sulfur fuel. The vessel captain, owners or its representatives will provide copies of these receipts in a reasonable amount of time following a Port request.

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

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to passenger vessels and cruise ships. See Exceptions.

- (1) HOME PORTED VESSELS  
 Passenger fee:  
 Per passenger each way..... \$8.75 each
  
- (1) PORT OF CALL/REPOSITIONING CALL - EACH VESSEL  
 Embarking and/or disembarking passenger fee:  
 Per call ..... \$8.75 each
  
- (1) PORT OF CALL/REPOSITIONING CALL - EACH VESSEL  
 In transit per passenger fee:  
 Per call ..... \$8.75each

- (1) Vessel calls and passenger counts calculated annually, January 1 through December 31.

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

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

	<u>Fee</u>
<u>One-way Service</u>	
Passengers embarking from pier to vessel, each .....	\$1.41
Passengers disembarking from vessel to pier, each .....	\$1.41
<u>Round-trip Service</u>	
Passengers embarking and disembarking, same day service, each.....	\$1.74

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

Passenger vessels exceeding 198 meters (or 650 feet) in length-over-all, shall be charged per foot.

Daily (Friday, Saturday, Sunday and Monday)	\$8.00
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Daily (Tuesday, Wednesday and Thursday) \$6.00

All other passenger vessels shall be charged 80% of the dockage charge as provided in [Item 7000\(F\)](#), Note A.

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

See [Item 1520](#) for rates.

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

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**SECTION FIVE, PART 1 – FREE TIME AND WHARF DEMURRAGE**  
**Free Time Rules and Regulations**

**ITEM 5000**  
**FREE TIME**

**(A) DEFINITION**

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

**(B) COMPUTING FREE TIME**

(1) Cargo Other Than Empty Containers or Chassis:

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

Specialized Note for Containerized Cargo:

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

(2) Empty Containers and Chassis:

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

(3) Transshipped Cargo, Containers, or Chassis:

Only one (1) free time period is allowed.

**(C) FREE TIME PERIODS**

Unless otherwise specified, free time periods are as follows:

<u>Subject to Notes 1 and 2 and Exception 1</u>	<u>Inbound</u>	<u>Outbound</u>
Cargo, NOS.....	5 days	7 days
Containerized Cargo (CY) (Subject to Exception 2) .....	5 days	7 days
Containers, empty (Subject to Note 3 and Exception 2) .....	5 days	7 days
Chassis, empty (Subject to Note 3 and Exception 2) .....	5 days	7 days

Note 1: Days are exclusive of Saturdays, Sundays, and legal holidays.

Note 2: After the expiration of free time, wharf demurrage charges apply unless otherwise indicated.

Note 3: Containers:  
Only one (1) free time period is granted to containers. The period applies to a container received with cargo and later made empty or a container received empty and later loaded with cargo.

Chassis:  
When a chassis is being used in container movements to, from, or through the terminal, it is considered active. When not so used during a free time period, it is considered to be in idle status, and after the free time period, it is subject to storage.

Exception 1: When sailing date of a vessel has been announced and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed seven (7) days. This exception does not apply on cargo against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Exception 2: Provisions of Part (D) of this item do not apply.

**(D) ASSEMBLING TIME**

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

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

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

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

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

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

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

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

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

### **Wharf Demurrage Rates and Charges**

#### **ITEM 5020**

#### **WHARF DEMURRAGE**

##### **(A) WHARF DEMURRAGE DEFINITION**

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

##### **(B) RATES AND CHARGES**

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

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

(1) Wharf Demurrage

	<u>Rate Per Day</u>	
	<u>Per 1000 kg</u>	<u>Per Cubic Meter</u>
All Cargo, NOS Inbound or outbound, except as provided in Note 1	\$0.92	\$0.63

**(C) CONTAINERS**

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

<b>CONTAINER SIZE IN FEET</b>	<b>DEMURRAGE CHARGE</b>	
	Charge per day for the first five days or fraction thereof	Charge per day for each additional day over five days or fraction thereof
<b>INBOUND</b>		
20 feet.....	\$22.00	\$42.00
35-40 feet .....	\$45.00	\$89.00
45 feet & over .....	\$61.00	\$120.00
<b>OUTBOUND</b>		
20 feet.....	\$15.00	\$29.00
35-40 feet .....	\$29.00	\$61.00
45 feet & over .....	\$40.00	\$80.00

<u>Minimum Wharf Demurrage</u>	<u>Per Month Per Ocean B/L</u>
All Cargo, NOS, except iron or steel products.....	\$24.38
Iron or steel products.....	\$38.77

Note 1: Boats .....\$24.38 per lineal foot per day

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

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

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

## **(A) GENERAL**

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

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

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

## **(B) COMPUTING TIME**

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

Crane rental time is charged as follows:

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

The only adjustments made to this billing structure will be for late starts during the first shift of operations on a ship and early finishes on the last shift worked to finish a ship. In these cases, time will be billed for actual hours used. No deductions will be allowed for no work provided, labor actions or breaks in activity of any kind. Crane downtime will be deducted from the total hours of the shift during which it occurs, except that no such deductions will be made for cranes not maintained by the Port.

## **(C) EQUIPMENT PLACED ABOARD VESSELS**

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

## **(D) RESPONSIBILITY**

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

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

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

**(E) RATES PER HOUR**

Rates named apply per hour or fraction thereof except as otherwise noted and do not include operators. To determine hours of usage, all time is counted except when shut down for meal hours or as otherwise noted.

**(F) SALES/USE TAX**

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

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

<u>Type</u>	<u>Rate per Hour</u> <u>Except as Noted</u>
Equipment performing a specific customized service not otherwise provided in normal Port activities will be subject to quotation	
 <b><u>CRANES, FULLY AUTOMATED WITH LIFTING BEAMS:</u></b>	
Bridge-type container crane, with 20-ft thru 40-ft variable lifting beam, rates do not include fuel or power, (see <a href="#">Item 6020</a> , or maintenance labor.	
Subject to Note 1 .....	\$594.00
Note 1:Crane rental time will be computed and charged as provided Item <a href="#">6000(B)</a>	
 <b><u>PORTABLE RAMP AND PLATFORM</u></b>	
(Rate per Day) .....	\$84.82
The renter is responsible to move from and return to the same terminal if equipment is used at other locations.	
 <b><u>SWEEPERS</u></b>	
Dock, with operator.....	\$175.77
Note: Rate for overtime hours subject to <a href="#">Item 6120</a> , in addition to hourly rate.	
 <b><u>TRAILER, FLATBED</u></b>	
40 ft per day.....	\$51.94

Note: Flatbed trailers may not be used for over-the-road hauling

**TRUCKS, LIFT**

2.72 t capacity .....	\$46.81
13.81 t capacity .....	\$60.88
28.12 t capacity .....	\$98.75

**ITEM 6020**  
**FUEL AND POWER RATES**

Container crane rental rates do not include fuel or power. The fuel and power rates are as follows:

	<u>Rate Per Hour</u>
Electric Cranes .....	\$20.00

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

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

**ITEM 6120**  
**MAINTENANCE LABOR**

Labor for maintenance of facilities and equipment may be furnished at composite rate of \$69.88 per man per hour for all other equipment and facilities labor.

When appropriate, the Port may assign a Utility Worker to certain types of work. The rate charged for hours worked by this Utility Worker will be \$44.50 per straight time hour.

As applicable, per union contracts, labor on overtime will be charged at either one and one-half (1½) or two (2) times the hourly rate.

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

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

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

**ITEM 7000**  
**DOCKAGE**

**(A) DEFINITION**

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

**(B) BASIS FOR COMPUTING CHARGES**

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

Length-over-all of the vessel, as published in “Lloyd’s Register of Shipping,” will be used and when not published, the Port reserves the right to obtain the length-over-all from the vessel’s register or measure the vessel.

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

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

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

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

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

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

**(F) DOCKAGE RATES:**

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

<u>Length-over-all</u> <u>In Meters</u>		<u>Length-over-all</u> <u>In Feet</u>		<u>Charge per 24-hour Day</u> <u>Or Fraction Thereof</u>
<u>Over</u>	<u>But not over</u>	<u>Over</u>	<u>But not over</u>	<u>Note A</u>
0	30	0	100	\$188
30	38	100	125	\$252
38	46	125	150	\$328
46	53	150	175	\$412
53	61	175	200	\$509
61	69	200	225	\$620
69	76	225	250	\$745
76	84	250	275	\$883

Port of Seattle Terminals Tariff No. 5 – Effective 05/01/07

84	91	275	300	\$1,041
91	99	300	325	\$1,219
99	107	325	350	\$1,416
107	114	350	375	\$1,664
114	122	375	400	\$1,835
122	130	400	425	\$2,030
130	137	425	450	\$2,255
137	145	450	475	\$2,433
145	152	475	500	\$2,666
152	160	500	525	\$3,031
160	168	525	550	\$3,259
168	175	550	575	\$3,531
175	183	575	600	\$3,927
183	191	600	625	\$4,474
191	198	625	650	\$5,206
198	206	650	675	\$5,924
206	213	675	700	\$6,686
213	221	700	725	\$7,747
221	229	725	750	\$8,863
229	236	750	775	\$10,056
236	244	775	800	\$11,291
244	259	800	850	\$12,965
259	274	850	900	\$14,752
274	290	900	950	\$16,622
290	--	950	--	(1)

Note A: Applies to all terminals except Pier 86.

(1) For vessels exceeding 290 meters (or 950 feet), charge the rate for 290 meters (or 950 feet) plus \$2,099 - Note A for each 15 meters (or 50 feet) or portion thereof of length over all exceeding 290 meters (or 950 feet).

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

Barges receiving or discharging fuel at Terminal 18 \$180.35 per 24-hour period or portion thereof. Tugs less than 40 meters in length-over-all will be charged \$0.93 per meter while receiving fuel.

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

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

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

- (1) Fishing vessels actively working (loading/unloading cargo, vessel stores, etc.) will be assessed full dockage as provided in Part (F) of this item, Note A.
- (2) Fishing vessels engaged in vessel repairs will be assessed dockage at fifty percent (50%) of Part (F) of this item Note A.

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

See [Item 4020](#) for rates.

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

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

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

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

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

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## **SECTION EIGHT, PART 1 – SERVICE AND FACILITIES CHARGE** **Definitions and Conditions**

### **ITEM 8000** **SERVICE AND FACILITIES CHARGE**

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

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

(See Note 1)

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

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

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

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

#### **(B) MINIMUM CHARGE**

Minimum Charge (Per bill of lading)..... \$20.56  
(Subject to Item [1040\(E\)](#))

#### **(C) CARGO WITHDRAWN**

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

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

**Rates**

COMMODITY	INBOUND	OUTBOUND
<b>Unless otherwise provided, rates are in dollars per 1000 kg as freighted</b>		
<b><u>ITEM 8020</u></b> <b><u>BULK LIQUIDS, NOS</u></b> Including Molasses and Oils, per 1000 kg (Subject to Note).....	(1)\$4.91	\$4.91
(1)From vessels through privately owned pipeline apply \$2.59 per 1000 kg		
Note: On transship cargo via inland water vessels, inbound charges will be assessed at receiving terminal only. This is applicable only in the case of vessels working other cargo.		
<b><u>ITEM 8040</u></b> <b><u>CARGO, NOS</u></b> (Includes vessel stores) .....	\$24.08	\$15.29
<b><u>ITEM 8160</u></b> <b><u>IRON OR STEEL PRODUCTS</u></b> (Subject to Notes 1 and 2)		
(1)Each unit weighing under 1000 kg .....	\$32.15	\$15.29
(1)Each unit weighing 1000 to 2000 kg .....	\$21.97	\$15.29
(1)Each unit weighing 2000 to 3000 kg .....	\$19.45	\$15.29
(1)Each unit weighing 3000 to 7500 kg .....	\$15.29	\$15.29
(1)Each unit weighing 7500 kg or more .....	\$11.54	\$15.29
(1) Each item on bill of lading will be totaled by weight, and the total weight per bill of lading will be divided by the number of pieces shown on the bill of lading. This average weight per piece will be used to determine the rate assessed.		
Note 1: Volume reductions to the service and facilities charge rates are available upon application for tonnage accumulated over a mutually agreed upon 12-month period by any individual ocean carrier. Up to and including 45,000 t – published rates apply.		

- 45,001 to and including 75,000 t –  
(2)published rates less 25%
- 75,001 to and including 100,000 t –  
(2)published rates less 45%
- 100,001 t and over –  
(2) published rate less 50%
- (2) On this tonnage portion.

Note 2: Cargo worked in direct transfer as defined in Item [1380\(C\)](#) apply \$5.28 per 1000 kg.

<b><u>ITEM 8200</u></b>	<b><u>PETROLEUM FUEL OR OILY WASTES</u></b> In bulk, through pipeline, from and to vessel..... Rate is in dollars per barrel of 42 gallons or 159 liters.	\$0.0450	\$0.0450
<b><u>ITEM 8220</u></b>	<b><u>PULP, PAPER, OR RUBBER, VIZ:</u></b> per 1000 kg..... Pulp; paper or wood Rubber; crude or synthetic, palletized or unitized Paper or Paper Products; bags; building; kraft; linerboard; newsprint; paperboard; printing; tissue; toweling in jumbo rolls; wrapping; waste	\$6.63	\$6.63
<b><u>ITEM 8240</u></b>	<b><u>UNITIZED FREIGHT, NOS,</u></b> per 1000 kg In bales, bundles, rolls, coils, or packages, or units, each individual unit weighing: 1000 kg but less than 2000 kg..... 2000 kg but less than 3000 kg..... 3000 kg but less than 7000 kg..... 7000 kg or more.....	\$16.23 \$14.14 \$11.54 \$8.22	\$12.70 \$11.83 \$11.54 \$8.22

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