

Issued by

Ports America Louisiana, LLC

**TARIFF FOR FACILITIES IN THE
PORT OF NEW ORLEANS**

January 15, 2010

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PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

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SECTION I - GENERAL INFORMATION AND DEFINITIONS	
APPLICATION	ITEM
<p><u>TERMINAL OPERATOR</u></p> <p>Ports America Louisiana, LLC is the designated Terminal Operator of the facilities, as provided for in this tariff.</p>	100
<p><u>FACILITIES COVERED UNDER THIS TARIFF</u></p> <p><u>Nashville Ave. A Sections 1 - 120</u> <u>Nashville Ave. Open Sections 1 - 120</u> <u>Nashville Ave. B Shed</u> <u>Nashville Ave. B Open</u> <u>Nashville Ave. C Shed</u> <u>Nashville Ave. C Open</u> <u>Marshalling Yard A Expansion</u> <u>Marshalling Yard A</u> <u>Marshalling Yard A/B Link</u> <u>Marshalling Yard B</u> <u>Marshalling Yard C</u> <u>Eleanore Street Marshalling Yard</u> <u>Henry Clay Shed</u> (deleted) <u>Henry Clay Open/Yard</u> (deleted) <u>Napoleon Ave.</u></p> <p>* All other areas particularly covered on Board drawing <u>M1320721-1</u> dated <u>04/28/05</u>.</p>	102
<p><u>HOLIDAYS</u></p> <p>Legal holidays, as used in this tariff, shall consist of the following days:</p> <p>New Year's Day (January 1) Clarence Henry's Birthday (January 7) Martin Luther King's Birthday (Third Monday in January) Monday before Mardi Gras Day Mardi Gras Washington's Birthday (Third Monday in February) Good Friday Memorial Day (Last Monday in May) Independence Day (July 4) Labor Day (First Monday in September) Columbus Day Veteran's Day (November 11) Thanksgiving Day (Fourth Thursday in November) Friday following Thanksgiving Day Christmas Eve (December 24) Christmas (December 25) New Year's Eve (December 31)</p>	104
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SECTION I - GENERAL INFORMATION AND DEFINITIONS

APPLICATION	ITEM
<p><u>Gate House</u> - Container yard check-in/check-out station for delivery/receipt of containers and chassis.</p> <p><u>Inbound Cargo</u> - "Inbound Cargo" means all cargo received at the terminal in a vessel from a foreign intercoastal or domestic offshore port or origin, for loading to a domestic motor, rail or water carrier, either breakbulk or containerized.</p> <p><u>Inland Watercraft</u> - "Inland Watercraft" shall include all vessels, private and public, operated exclusively on the United States inland waterways.</p> <p><u>Loading/Unloading railcars</u> - Railcar loading consist of removing non containerized cargo from the terminal's consolidation shed and placing it in a railcar. Railcar unloading consists of removing such cargo from a railcar and placing it in the terminal's consolidation shed by the Terminal Operator.</p> <p><u>Opening for Inspection</u> - The grounding and breaking of seals for inspection, subsequent resealing of containers.</p> <p><u>Outbound Cargo</u> - "Outbound Cargo" means all non containerized cargo received at the terminal for loading into containers, or break-bulk cargo for shipment by a vessel to a foreign, intercoastal or domestic offshore port or destination.</p> <p><u>Principal</u> - Individual responsible for paying of any and/or all Dock Department Tariff charges.</p> <p><u>Properties and/or Facilities</u> - "Properties" and/or "Facilities" are owned by the Board of Commissioners of the Port of New Orleans as leased by PORTS AMERICA.</p> <p><u>Receiving and/or delivering chassis</u> - "Receiving and/or delivering chassis" refers to receiving from or delivering chassis to an inland carrier on Terminal Operator's EIR forms supplied.</p> <p><u>Reefer Plug-In</u> - Refrigerated/heated ISO container requiring electrical service and monitoring.</p> <p><u>Rehandling</u> - Movement of container/chassis from original point of rest in container yard when not for the convenience of Terminal operator, such as inspection by any government agency, owner, steamship agent, or for off hire, survey, etc. when requested to do so.</p> <p><u>Running the Gate</u> - Entering or leaving container yard without following check-in / check-out procedures.</p> <p><u>Sheddage</u> - "Sheddage" shall be a charge against vessels for the use of covered wharves.</p> <p><u>Shut-out Cargo</u> - "Shut-out Cargo" shall be cargo received for a particular outgoing vessel at her berth prior to the departure of the vessel.</p>	
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SECTION I - GENERAL INFORMATION AND DEFINITIONS

APPLICATION	ITEM								
<p><u>TEU</u> - As used in this tariff "Twenty-foot Equivalent Unit". One 20-foot container equals one TEU or one 40-foot container equals two TEU.</p> <p><u>TOFC/COFC</u> - Container/chassis on railroad flatcar, loading or unloading of container/chassis. TOFC: Trailer On Flatcar means wheeled units on a rail flatcar, including containers mounted on chassis. COFC: Container On Flatcar mean container units loaded directly to a rail flatcar.</p> <p><u>Ton</u> - "Ton" shall be a net ton of 2,000 pounds, unless otherwise indicated.</p> <p><u>Vessel</u> - "Vessel" or "Vessels" shall mean any vessel, ship, barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that floats. All references to "VESSEL" or "VESSELS" in this tariff shall include, without exception, her owner, charterer, and agent.</p> <p><u>Vessel Operations</u> - Whenever used in this tariff, vessel operations shall mean the loading and/or discharging of cargo from or to a vessel.</p> <p><u>Vessels Engaged in Foreign, Coastwise or Intercoastal Trade</u> - The term "Vessels engaged in foreign, coastwise or intercoastal trade" shall include all ocean vessels, private and public, employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial, of a private or public nature, other than inland watercraft as defined herein.</p> <p><u>Wharf</u> - "Wharf" or "Wharves" shall mean any wharf, dock, berth, landing, pier, mooring facility, barge fleet mooring facility or other structure and the warehouses, sheds or buildings thereupon, which are under lease by PORTS AMERICA as described in Item 100 Section I of this tariff.</p> <p><u>Wharfage</u> - "Wharfage" is a charge against cargo, based on the number of tons received or discharged by vessels, as manifested, and passing or conveyed over, onto, or under wharves or between vessel (to or from barge, lighter, or water), when berths at wharf or when moored adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charge for any other service.</p>	110								
<p><u>CORRECTION ABBREVIATIONS</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">(C) Change in Wording</td> <td style="width: 50%;">(N) Neither Increase nor Decrease</td> </tr> <tr> <td>(W) Wording Added</td> <td>(I) Increase in Charges</td> </tr> <tr> <td>(A) Provision Added</td> <td>(R) Reduction in Charges</td> </tr> <tr> <td>(D) Provision Deleted</td> <td>(*) Explanation Added on Cumulative Correction Page</td> </tr> </table>	(C) Change in Wording	(N) Neither Increase nor Decrease	(W) Wording Added	(I) Increase in Charges	(A) Provision Added	(R) Reduction in Charges	(D) Provision Deleted	(*) Explanation Added on Cumulative Correction Page	
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SECTION II - GENERAL RULES AND REGULATIONS	
APPLICATION	ITEM
<p><u>CONSENT TO THE TARIFF</u></p> <p>Use of the wharves, other facilities, or property under the jurisdiction of Ports America Louisiana, LLC (then hereafter referred to as PORTS AMERICA) shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, charterers and agents, or other users to pay all applicable charges and abide by all rules and regulations of PORTS AMERICA, and abide by the rules and regulations of this tariff.</p>	200
<p><u>INTERPRETATION OF TARIFF</u></p> <p>PORTS AMERICA shall be the sole judge as to the interpretation of this tariff.</p>	202
<p><u>PROHIBITED ACTIVITIES</u></p> <p>The following activities are prohibited:</p> <ol style="list-style-type: none"> (1) Smoking on or in the wharves or other facilities under PORTS AMERICA jurisdiction and the approaches within 50 feet of the wharves or facilities, except in specially designated areas. (2) Smoking on the open deck or in the hold of any vessel moored at a wharf in the Port of New Orleans under PORTS AMERICA jurisdiction or tied to another vessel made fast thereto, as well as throwing any lighted object from a vessel. (3) The obstruction of any fire fighting appliance or apparatus on or in any wharf or roadway. (4) The removal or breaking of the wire seals on fire hoses or firewater valves on or in the wharves, or the use of water from said hoses or valves, for purposes other than extinguishing a fire. The Grantee of Berth shall immediately report any broken seals to the Terminal Manager. (5) Unauthorized storage of gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene in the wharf warehouse. Gasoline, distillate or liquid petroleum products will be permitted to be received on a wharf for a vessel at the dock, but shall not be permitted to remain on the dock overnight, nor be placed in close proximity to cotton, flour or other contact-sensitive freight. Packages in a leaky condition shall not be permitted to be placed upon the wharves for shipment; such packages received as inbound cargo shall be removed from the wharf at once. (6) Storage or overnight parking of automobiles or trucks in or on the wharves, except as otherwise provided herein. (7) Operating any vehicle on any wharf when, in the discretion of the Terminal Manager, the vehicle interferes with the efficient operation of the wharf. (8) Dumping of oil, oily wastes or grease or other refuse matter or any hazardous material or plastic material into the waters of the Port of Greater New Orleans. Parties engaging in this activity shall be in violation of National, State, and Board laws and ordinances. (9) Blowing tubes with blowers or mechanical process or emitting dense smoke by any vessel within the corporate limits of the City of New Orleans. Engaging in this activity shall be a misdemeanor under the ordinances of the City of New Orleans and punishable by a fine from \$25.00 to \$100.00 and/or 90 days imprisonment. 	204
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SECTION II - GENERAL RULES AND REGULATIONS	
APPLICATION	ITEM
<p>(10) Obstructing any facility by any stevedore grantee use of facility by stevedore's tools, vehicles, shore cranes, floating equipment, other equipment, material, debris or any other objects which are not part of cargo is strictly PROHIBITED. Should violation of this regulation result in impediment, delay, standby, or loss of production of any vessel and/or terminal activity, violators will be held fully liable for all cost and legal fees associated, plus a 15% penalty of all associated costs for administrative processing.</p> <p>(11) Failing to maintain 10 feet clearance from the nearest rail of any railroad, the obstruction of the free passage of any rail car, and endangering the safety of rail cars or operating personnel. Engaging in this activity shall be in violation of the ordinances of the City of New Orleans.</p> <p>(12) Vessel operations that exceed loading and strains posted on or in the wharf, or otherwise designated by PORTS AMERICA.</p> <p>(13) Oxyacetylene, electric, or any other welding or burning or other "hot work" involving use of any open flame or heat on any wharf or inside any shed or covered facility operated or administered by PORTS AMERICA unless a current permit issued by the Harbor Police Department is obtained and posted at the site where cutting, welding, fumigating, shrink-wrapping of any materials with a system involving an open flame or any other "hot work" is to be performed. The requirements listed in the document entitled "Basic Precautions for Using the Welding/Cutting Permit System", also issued by the Harbor Police Department, and shall be complied with. The provisions of 49 CFR 176.54 and 33 CFR 126.15 are applicable to vessels and facilities respectively where dangerous cargo is involved.</p> <p>Note: Any person engaging in activities listed above may be in violation of the Port Authority, City, State, or National ordinances, which are punishable by a fine not more than \$500.00 and/or six months imprisonment, in the discretion of the Court.</p>	
<p><u>FIRE SIGNAL</u></p> <p>Where fire occurs on board any vessel moored, docked or affixed in any fashion to facilities under the jurisdiction of PORTS AMERICA, the vessel shall sound five prolonged blasts of the whistle or siren, each blast to be four to six seconds duration. Such signal may be repeated at intervals to attract attention and shall be used in addition to other means of reporting a fire.</p>	206
<p><u>CLEANING OF WHARF</u></p> <p>It is the responsibility of the vessel and Grantee of Berth or in instances of outside operators functioning as set forth in this tariff to clean, promptly, the wharf upon completion of loading/unloading operations. All dunnage, trash or debris must be removed and the wharf must be placed in a sanitary condition. Failure to maintain such state of cleanliness and sanitary condition shall entitle PORTS AMERICA, in its discretion, on one-hour's notice, to either contract with private contractors to clean such area or clean the area with PORTS AMERICA employees and the Grantee or vessel responsible for cleaning shall be obligated to pay to PORTS AMERICA the contract or actual cost plus \$1,200.00 as a penalty. Any repeated failure of the Grantee to promptly clean the assigned area, after notice by the Terminal Manager as aforesaid, shall be cause for immediate cancellation of use of Berth.</p>	208
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SECTION II - GENERAL RULES AND REGULATIONS	
APPLICATION	ITEM
<p>(4) Where sufficient facts are furnished under subparagraph (3), or the damaged PORTS AMERICA and/or Board property has not been assigned to a vessel or is not used or occupied by a vessel under any provision of this tariff, the vessels and all parties responsible for damage to or destruction of PORTS AMERICA and/or Board property shall be held liable for the expense of the replacement or repair of the property. Such repair or replacement will not be reduced for depreciation and/or betterment.</p> <p><u>PORTS AMERICA HELD HARMLESS</u></p> <p>Each vessel, her owners, charterers and agents, or any outside stevedore to whom PORTS AMERICA and/or Board property has been assigned or allowed use of, or who are using or occupying same under any provision of this tariff, shall be responsible for and shall be liable for, severally, jointly and <u>in solido</u>, or in instances of outside operators functioning as set forth in this tariff shall be responsible for and take over and administer, any and all claims in any manner arising out of or connected with the performance of loading/unloading services by such User of the Berth, or in instances of outside operators functioning as set forth in this tariff, including, but not limited to, any and all claims for bodily injury, death, or property (including cargo) damage, loss or shortage and/or for detention, demurrage or delay and shall defend, indemnify and hold harmless PORTS AMERICA from and against any and such claims, provided, however, that this provision will not relieve PORTS AMERICA from any liability which may arise out of its negligence.</p> <p><u>RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO</u></p> <p>Shippers or receivers of cargo, the vessel, her owners, charterers, and agents, or in instances of outside operators functioning as set forth in this tariff, must protect such cargo from loss or damage from any cause, including but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage, decay, seepage, heat, cold, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, defects or leaks in or around buildings or other structures, war, riots, strikes, civil commotion, acts of third persons, or other causes whatsoever, provided however that this provision will not relieve PORTS AMERICA from any liability which may arise out of its own negligence.</p> <p><u>SUBSTANCE ABUSE POLICY</u></p> <p>PORTS AMERICA recognizes the severity and gravity of the national substance abuse crisis. While widespread substance abuse is a threat to the general health and morals of the public, in the workplace it frustrates the achievement of safety, performance and productivity goals. In an effort to assist in controlling the scope and effect of substance abuse in the Port, PORTS AMERICA has adopted a substance abuse policy to maintain safety, productivity and quality standards among its employees. PORTS AMERICA recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Assistance Program to that end to coincide with programs as adopted by Midgulf Association of Stevedores, Inc. and ILA.</p> <p>It is similarly the goal of PORTS AMERICA to provide a safe workplace for all those employed on property under the jurisdiction of PORTS AMERICA. No person by whoever employed may work on properties under the jurisdiction of PORTS AMERICA while under the influence of alcohol or illegal drugs.</p>	<p>216</p> <p>218</p> <p>220</p>
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SECTION II - GENERAL RULES AND REGULATIONS		ITEM
APPLICATION		
Each employer of individuals in the instances of outside operators functioning as set forth in this tariff shall have in place a substance abuse policy which subjects employees to post-accident drug-testing and drug-testing on reasonable suspicion of intoxication and which provides for appropriate subsequent action. All employee drug tests shall be conducted in compliance with applicable Federal and State laws.		
<u>RESPONSIBILITY FOR RAILROAD CLEARANCE</u>		222
Each vessel, her owners, charterers, agents, or in instances of outside operators functioning as set forth in this tariff, or outside stevedores allowed use of any facilities under the jurisdiction of PORTS AMERICA, or who is using or occupying the same under any provision of this tariff, shall be responsible severally, jointly and in solido for the maintenance of clearances of 10 feet from the center line of any railroad tracks, in order to comply with railroad clearance requirements for switching.		
<u>MOVING VESSELS TO PROTECT OR TO FACILITATE NAVIGATION OR COMMERCE</u>		224
In the event it becomes necessary to move any vessel in order to facilitate navigation or commerce, or to protect other vessels or property, the PORTS AMERICA Terminal Manager is authorized to order and enforce the removal of such vessel at its own expense to such place as he may direct. Upon the failure or refusal of the person in charge of such vessel to change the position as directed, the PORTS AMERICA Terminal Manager is authorized and under a duty to board such vessel with any necessary assistance and change the position thereof at the expense to such vessel.		
<u>TOWING AND SHIFTING OF VESSELS</u>		226
(1) PORTS AMERICA is not engaged in the public towing or shifting of vessels and neither PORTS AMERICA nor its' employees shall be held to common carrier liability.		
(2) There shall be no obligation on PORTS AMERICA at any time to tow or shift a vessel. If and when circumstances arise, which in the opinion of the PORTS AMERICA Terminal Manager, create an emergency or necessity for the towing or shifting of a vessel, the vessel shall pay the cost of such service. PORTS AMERICA, its agents, servants, or employees shall not be liable for any damage resulting from the failure to make an inspection of the vessel to be towed or shifted or resulting from any error of judgment in making the inspection if one is made.		
(3) Towing or shifting of a vessel by PORTS AMERICA will be done at the sole risk of the vessel and its cargo. If the vessel to be towed or shifted shall have on board any cargo, barges, Master, pilot, watchman, crew or other servants and/or employees, the vessel, her owners, charterers, and agents shall indemnify and hold harmless: PORTS AMERICA, the towing craft, and the Master, pilot and crew thereof, against any and all claims for loss of damage to the cargo and vessel, and for death or personal injury, howsoever occurring, whether through negligence or otherwise. The vessel, her owners, charterers and agents shall defend any suits, or other actions, which may be brought on account of any of the foregoing interests, and shall indemnify and hold harmless PORTS AMERICA against any and all of such claims, as well as any judgments that may be rendered thereon.		
Issued: August 27, 2001		Effective: October 1, 2004
ISSUED BY - PORTS AMERICA LOUISIANA, LLC 601 LOUISIANA AVENUE • NEW ORLEANS, LOUISIANA 70115		

PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

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<p>(4) The masters, crews, servants and employees of all vessels assisting the vessel to be towed or shifted shall become and be the servant of the vessel to be towed or shifted. The liability of the vessel to be towed or shifted for loss of, or damage to, the towing craft or any PORTS AMERICA and/or Board property, and to third persons, including the death of, or personal injury to, the Master, pilot and crew of the towing craft, shall be their responsibility as fixed by law. Where PORTS AMERICA uses or procures, or permits the use of, any vessel or equipment not owned by PORTS AMERICA, all of the stipulations and exemptions from liability and hold harmless agreements of this tariff shall also be applicable to, and the benefit thereof shall accrue to, such vessel or equipment, its owners, operators, charterers, agents, master, crew, and their servants and employees.</p>	228
<p><u>WAIVER OF SUBROGATION UNDER FIRE POLICIES</u></p> <p>PORTS AMERICA waives and relinquishes any and all claims, demands, actions and rights of action, which it may hereafter have or acquire against any person for or on account of any loss or damage to PORTS AMERICA and/or Board property covered by a Berth Assignment, or by Berth Privilege, resulting from fire or explosion, to the extent only that the same is covered by policies of insurance carried by PORTS AMERICA and to the extent only that this waiver does not vitiate such insurance under the terms thereof. The word "person" includes the grantee of a Berth Assignment, the holder of a Berth Privilege, their agents, employees and principals, the vessel or craft using the wharves or other facilities in connection with the business of such grantee or holder, her owners, charterers, operators, and agents, as well as the contracting stevedores and other subcontractors of any of the foregoing, and all others entering upon or using such wharves or other facilities in connection with the business of any of the foregoing, and the underwriters of each of the foregoing. Nothing herein shall affect loss by or injury to anyone other than PORTS AMERICA.</p>	230
<p><u>AUDIT OF MANIFESTS AND OTHER DOCUMENTS</u></p> <p>The vessel, her owners, charterers and agents, Grantees of Berth Privilege, or in instances of outside operators functioning as set forth in this tariff, shall permit PORTS AMERICA access to all cargo documents limited to, cargo manifests, delivery tickets, dray receipts, hatch lists, or invoices for services and furnish to PORTS AMERICA such other documentation, reports or information as it may require, for purpose of audit so as to secure necessary data to permit correct billing for charges incurred under this tariff. Failure to provide such information upon request will constitute cause for denial of use of PORTS AMERICA facilities.</p>	232
<p><u>MEASUREMENT OF A VESSEL</u></p> <p>In the event of a dispute regarding the registered length of a vessel, PORTS AMERICA reserves the right to actually measure such vessel for the purpose of determining her over-all length.</p>	234
<p><u>COMPUTATION OF TIME</u></p> <p>All charges are based on straight running time, expressed under the 24-hour clock, except where otherwise stated. A day shall commence when the vessel arrives at her berth.</p>	234
<p>Issued: August 27, 2001</p>	<p>Effective: October 1, 2004</p>
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<p><u>REGULATION OF MOTOR VEHICLE TRAFFIC</u></p> <p>The Terminal Manager has authority to regulate motor vehicle traffic on PORTS AMERICA facilities. The Traffic Management of PORTS AMERICA provides specific regulations for the operation of motor vehicle on PORTS AMERICA facilities.</p>	236
<p><u>HANDLING CLASS "1" EXPLOSIVES</u></p> <p>Persons desiring to handle, load, transport or discharge commercial Class "1" or military explosives shall file a written application with the PORTS AMERICA Terminal Manager in accordance with the rules and regulations of the Port, which the application shall be accompanied by all permits or approvals required by applicable local, state or federal laws, regulations, or ordinances.</p>	238
<p><u>HAZARDOUS MATERIALS REQUIREMENTS</u></p> <p>a) Shipments of hazardous materials, including but not limited to chemical, bacteriological, biological or radiological hazardous material, hazardous wastes, marine pollutants, elevated temperature materials, as defined by international and United States hazardous material transportation treaties, laws and regulations, including but not limited to the Hazardous Material Transportation Act (49 U.S.C. sec. 5103), the Department of Transportation Hazardous Material Transportation Regulations (49 CFR Parts 100-185), extremely hazardous substances as defined in 40 CFR 355 Appendix A, and CERCLA hazardous substances as defined in 40 CFR 302 Table 302.4, collectively referred as "Hazardous Materials Laws", and the Maritime Transportation Security Act of 2002 and regulations published in accordance therewith, will be permitted only upon full compliance by shippers, their agents, and agencies of transportation.</p> <p>b) It will be the responsibility of all carriers using the facilities of PORTS AMERICA to ensure that containers and break bulk cargo containing hazardous materials received by PORTS AMERICA from an inland carrier or discharged at the facilities of PORTS AMERICA are packaged, marked, placarded, handled, and shipped in strict compliance with the "Hazardous Materials Laws".</p> <p>The Master, agent, or person in charge of any domestic or foreign vessel, which is inbound to PORTS AMERICA facilities, which has on board any hazardous commodities, as defined above, shall submit a listing of such commodities in accordance with CFR49 part 176.30 to a representative of PORTS AMERICA upon arrival at the wharf.</p> <p>Requirements covering the transportation of Hazardous Materials covered in 49 CFR, Parts 171-180 must be complied with on any cargo entering PORTS AMERICA facility. Any cargo arriving at PORTS AMERICA facilities without the required documentation will be denied entry to the facility.</p> <p>c) In accordance with State and Federal Hazardous Materials regulations, should any container with hazardous materials arrive at PORTS AMERICA's inspection lanes in a leaking and/or damaged condition all such damaged and/or leaking units must be isolated in a secure location and all Federal and State Agencies involved with the inspection of damaged equipment and/or possible clean up of leaking hazardous materials must be immediately notified. The steamship Agent and/or carrier will also be notified at this time, in order for the Agent and/or Carrier to have all Shipper generated hazardous material information, readily available for presentation to the appropriate responding agency.</p>	240
<p>Issued: August 22, 2003</p>	<p>Effective: October 1, 2004</p>
<p>ISSUED BY - PORTS AMERICA LOUISIANA, LLC 601 LOUISIANA AVENUE • NEW ORLEANS, LOUISIANA 70115</p>	

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<p>Once the above steps have been followed by PORTS AMERICA, it is the responsibility of the Shipper, Agent and/or Carrier to fully comply with any and all such governing hazardous materials regulations with respect to the clean-up, mitigation and reporting of such damaged and/or leaking hazardous materials containers, including but not limited to the arranging and paying for actual clean up of premises, removal of equipment, filing/submission of DOT report 5800.1 and/or any and all similar written reports/notifications.</p> <p>The above items apply equally if, per regulatory requirement, a leaking and/or damaged hazardous materials container must be discharged from a vessel to PORTS AMERICA property.</p> <p>The above isolation of the unit in a secure location, if on PORTS AMERICA terminal facilities, does not constitute a receipt or interchange of the equipment into PORTS AMERICA's care and custody.</p> <p>d) If cargo or cargo containers discharged at the facilities of PORTS AMERICA contains hazardous materials which do not comply in any respect with such Hazardous Materials Laws, and which result in personal injury, death or damage to the personnel or property of PORTS AMERICA or other users of PORTS AMERICA facilities, the carrier, its owners and operators and the cargo and its shippers/owners shall be liable and will defend and hold harmless PORTS AMERICA from any and all damages, costs of defense and expenses associated therewith.</p> <p>e) If vessels, cargo or containers containing hazardous materials not in compliance with the laws referenced above result in or cause damage, death, personal injury, pollution, natural resource damages, environmental damage and/or violations of Federal, State, or Local Law the carrier, the vessel its owner(s) and operators and the cargo and its shippers/owners shall be liable for, defend, and hold harmless PORTS AMERICA from any and all:</p> <ul style="list-style-type: none"> (i) fines or penalties, (ii) actual or statutory damages; (iii) removal, response or remediation costs, testing costs, engineering and consultant costs, and (iv) legal and litigation costs. <p>f) PORTS AMERICA reserves the right to refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of such explosives or dangerous articles which are considered, in PORTS AMERICA's opinion, as offering undue risk or exposure to such risk.</p>	
Issued: August 22, 2003	Effective: October 1, 2004
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SECTION III - USE OF PORTS AMERICA FACILITIES	
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<p><u>APPLICATION FOR BERTH</u></p> <p>"Refer to the Board of Commissioners of the Port of New Orleans TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS, Item 300" for berth assignments at the Nashville Ave. and Henry Clay Ave. facilities.</p>	300
<p><u>DEMURRAGE ON VESSELS</u></p> <p>PORTS AMERICA does not assume responsibility for demurrage to vessels under any circumstances. This item is not to be construed as requiring any user of facilities or premise to indemnify PORTS AMERICA for any portion or percentage of losses, if any, caused by the negligence of PORTS AMERICA, its' agents or employees.</p>	302
<p><u>VACATING OF BERTHS</u></p> <p style="text-align: center;">"Refer to the Board of Commissioners of the Port of New Orleans TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS, Item 306."</p>	304
<p><u>STEVEDORE USE FEE</u></p> <p>All individuals assigning stevedoring services directly to PORTS AMERICA shall be assessed a Stevedore Use Fee (fee). The use of the PORTS AMERICA leased premises for these purposes shall be deemed an acknowledgment and acceptance of the terms, conditions and obligations contained herein and assessed as follows:</p> <ul style="list-style-type: none"> (1) Per net ton of bulk cargo..... \$.10 (2) Per net ton of all other cargo..... \$.80 	308
<p><u>LICENSED - INDEPENDENT LIFT TRUCK OPERATORS</u></p> <p>Persons who only provide loading and unloading services, as defined and desire to do business on PORTS AMERICA facilities shall apply direct to PORTS AMERICA for authorization to perform such services and are responsible for submitting any and all necessary documentation which may be required by PORTS AMERICA to allow use and/or access to and on it's leased facilities.</p> <p>Each independent lift operator (LILO) shall furnish to PORTS AMERICA Risk Management evidence of insurance including, but not limited to, Workers Compensation, Comprehensive General Liability, Auto Liability, Stevedore and Terminal Operators' Liability, and any other insurance requirements in a form and acceptable amounts and conditions as may be required by lessee with PORTS AMERICA being named as an additional insured with limits as PORTS AMERICA may require. Failure of the LILO to retain the coverage's required by PORTS AMERICA shall constitute cause for denying admittance to PORTS AMERICA facilities.</p> <p>Once LILO approval status has been granted by PORTS AMERICA, all authorized LILO's shall be assessed a terminal use fee for use of its facilities. This fee is due solely from the LILO performing the service(s) and shall be paid to PORTS AMERICA and assessed as follows:</p> <ul style="list-style-type: none"> (1) Per truck, van or trailer (loaded or unloaded)..... \$ 32.00 	310
<p>Issued: August 22, 2003</p>	<p>Effective: June 1, 2008</p>
<p>ISSUED BY - PORTS AMERICA LOUISIANA, LLC 601 LOUISIANA AVENUE • NEW ORLEANS, LOUISIANA 70115</p>	

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<p>Within 10 days following the end of each calendar month, each LILO shall render to PORTS AMERICA a report, in a form acceptable to PORTS AMERICA, reflecting the total number of trucks, vans or trailers loaded or unloaded, accompanied by payment of the appropriate fee based on the schedule set forth herein. A penalty of \$100 per day, not to exceed \$1,000, shall be assessed should the LILO fail to render either the report or any accompanying payment within the time period provided.</p> <p>Each LILO company will be required to post a \$2,000.00 performance payment bond to be issued in favor of PORTS AMERICA. This bond must be approved by PORTS AMERICA. In lieu of a performance bond, a \$2,000.00 cash deposit must be submitted. PORTS AMERICA will hold this deposit in a non-interest bearing account until such time as the operator ceases business on the leased areas. In the event after 30 days written demand from PORTS AMERICA, LILO fails to submit payment, PORTS AMERICA has the right and shall execute its option of same.</p>	
<p><u>PROJECT CARGO SPACE UTILIZATION AGREEMENTS</u></p> <p>PORTS AMERICA facilities may be made available for the accumulation and subsequent export of project cargoes at rates and pursuant to terms, which are subject to negotiation.</p>	312
<p><u>RIGHT OF ACCESS BY DELIVERY OR SERVICE TRUCKS/VEHICLES PROVIDING DELIVERIES AND/OR SERVICES TO VESSELS AT WHARF FACILITIES UNDER THE CONTROL OF PORTS AMERICA AND/OR BEING USED BY PORTS AMERICA BY MEANS OF LEASE AND/OR FIRST CALL ASSIGNMENT</u></p> <p>Delivery or service trucks or vehicles of any kind providing deliveries or services to vessels at wharf facilities under the control of PORTS AMERICA or being utilized by PORTS AMERICA, by means of lease or first call assignment, will be permitted access to PORTS AMERICA facilities only at times when the vessel receiving the delivery or service is not being actively discharged or loaded by PORTS AMERICA. Providers of deliveries or services to vessels may contact security personnel; at the gate to PORTS AMERICA terminal by telephone (504) 894-6220 to determine the times when access for deliveries and services will be available with respect to a particular vessel. Except in the case of emergency, security personnel will not allow the entry into the terminal of any delivery or service vehicle at times when the recipient vessel is being actively discharged or loaded by PORTS AMERICA. In the case of emergency, PORTS AMERICA security personnel at the gate to PORTS AMERICA terminal will immediately contact the appropriate PORTS AMERICA manager, who will escort the emergency delivery or service vehicle to the vessel.</p> <p>Note: (Subject to all provisions, terms and conditions specified in Tariff Item No. 216)</p>	313
<p>Issued: August 22, 2003</p>	<p>Effective: October 1, 2004</p>
<p>ISSUED BY - PORTS AMERICA LOUISIANA, LLC 601 LOUISIANA AVENUE • NEW ORLEANS, LOUISIANA 70115</p>	

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APPLICATION	ITEM										
<p><u>Maritime Security</u></p> <p>The Port of New Orleans and PORTS AMERICA are aware of the potential threat to the facilities and the movement of cargo posed by terrorists. The impact of a disruption in the flow of cargo as a result of terrorist activities could affect the businesses and citizens of this region and the nation.</p> <p>In response to this threat the Port of New Orleans, as a member of the Gulf Seaports Marine Terminal Conference, is imposing a Cargo Security Fee, as listed in this section, as a means of partially defraying the expenses associated with implementing security initiatives required in the Marine Transportation Act of 2002 and other federally-mandated regulations.</p> <p>Effective May 1st, 2005, a Cargo Security Fee will be assessed on all cargo or freight handled at all Port of New Orleans facilities. Subject fees, as specified below, shall be the same amount as the Cargo Security Fees detailed in the Board of Commissioners of the Port of New Orleans' Dock Department Tariff, FMC-T-No. 2, Section VII ("Security Charges"), Item 704 ("Cargo Security Fee"), as amended.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Breakbulk</td> <td style="width: 40%;">\$0.12/ton</td> </tr> <tr> <td>Bulk</td> <td>\$0.025/ton</td> </tr> <tr> <td>Liquid Bulk</td> <td>\$0.025/ton</td> </tr> <tr> <td>Cargo Containers</td> <td>\$2.30/loaded</td> </tr> <tr> <td>Rail Cars</td> <td>\$2.00/loaded or empty</td> </tr> </table> <p>Exception: The charges assessed herein shall not apply to activities described in Item 325 ("Terminal Use Fee-Barge Cargoes-Terminal Lessees") of the Board of Commissioners of the Port of New Orleans Dock Department Tariff FMC-T-No. 2.</p> <p>Port Cargo Security Fees shall be itemized as a separate item on all PORTS AMERICA customary generated wharfage invoices and is subject to all terms and conditions as applicable per PORTS AMERICA Tariff Item 412 ("Collection and Payment of Wharfage").</p>	Breakbulk	\$0.12/ton	Bulk	\$0.025/ton	Liquid Bulk	\$0.025/ton	Cargo Containers	\$2.30/loaded	Rail Cars	\$2.00/loaded or empty	<p>315</p>
Breakbulk	\$0.12/ton										
Bulk	\$0.025/ton										
Liquid Bulk	\$0.025/ton										
Cargo Containers	\$2.30/loaded										
Rail Cars	\$2.00/loaded or empty										
<p>Issued: April 15, 2005</p>	<p>Effective: January 1, 2008</p>										
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SECTION IV- VESSEL CHARGES / CARGO CHARGES	
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<p><u>FREE TIME FOR ASSEMBLING OUTWARD CARGO</u></p> <p>A vessel shall be allowed the use of assigned wharf space for a free time period of 30-calendar day, for the purpose of assembling outward cargo prior to arrival at her assigned outward berth.</p> <p>All cargo accumulated on the pier and remaining on the pier, in excess of allowable free time period of (30) thirty calendar days shall be charged a monthly-adjusted demurrage storage fee of \$8.75 per ton. Storage fee will commence on the first day after expiration of free time and shall apply to total cargo remaining on the pier at that time. Monthly storage fee shall apply for each subsequent calendar period of (30) thirty days and/or any part thereof until all cargo is removed from pier. The Vessel, her owners, Charterers, Shippers and/or Agents shall be responsible for payment of all storage fees prior to cargo being loaded to either vessel, containers, railcars, trucks and/or barges.</p> <p>Break bulk cargo, either received and/or delivered for container pier stuffing/stripping purposes, shall be allowed a maximum of (15) fifteen-days free time for either accumulation of export shipments on the pier for eventual pier stuffing into containers and/or arranging final delivery of break bulk cargo to consignee ex pier after completion of stripping of inbound boxes. After expiration of free time, an adjusted demurrage storage charge of \$4.65 per ton will apply for each additional (15) fifteen-day period and/or any part thereof, until such time break bulk cargo has been removed from the terminal.</p> <p>NOTE: The free time provided above shall be subject to the availability of space.</p>	400
<p>DELETED IN ITS ENTIRETY</p>	402
<p>Issued: August 22, 2003</p>	<p>Effective: June 1, 2008</p>
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<p><u>EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO</u></p> <p>A request to extend the receiving date ("First Date") specified on the Application for Berth, for vessels assembling outward cargo for export shipment shall be made in writing to the PORTS AMERICA Terminal Manager before 0001 of the receiving date. If time does not permit the transmission of a written request before 0001 of the receiving date, the request may be made by telephone but it must be immediately confirmed in writing. The approval of the request for the extension shall be at the full discretion of the PORTS AMERICA Terminal Manager. Only one such extension shall be granted.</p> <p><u>Exception:</u></p> <p>When circumstances arise, which in the opinion of the PORTS AMERICA Terminal Manager are considered beyond the control of the vessel owner or agent and prevent lifting her outward cargo, another vessel may be substituted to lift the cargo provided that the substitute vessel assumes the receiving date of the original vessel and pays all applicable charges. This substitution shall not be made after the original vessel begins to load her outward cargo.</p>	404
<p><u>WHARFAGE CHARGES</u></p> <p>Wharfage charges, based on Item 408, shall be assessed on all cargo or freight, whether of foreign or domestic origin, including mail:</p> <ul style="list-style-type: none"> (1) which is placed onto, transferred over or under wharves for handling to or from vessels; or (2) which is delivered to or received from vessels by other watercraft: <ul style="list-style-type: none"> (a) when said vessels are occupying berths or moored outside other vessel(s) occupying a berth; <p>Wharfage is solely the charge assessed against the cargo for use of the wharf and does not include charges for any other service.</p> <p>When cargo is placed on the wharves for outbound movement and is not subsequently loaded aboard a vessel but is removed from the wharves, the applicable wharfage shall be assessed.</p> <p><u>Exceptions - Wharfage charges shall not apply to:</u></p> <ul style="list-style-type: none"> (1) Ship's stores and fuel intended for a vessel's own use. (2) Restowed cargo discharged and subsequently reloaded aboard the same vessel. 	406
<p>Issued: August 22, 2003</p>	<p>Effective: October 1, 2004</p>
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APPLICATION	ITEM								
<p><u>GENERAL AND SPECIAL WHARFAGE RATES</u></p> <p>The rate of wharfage on all commodities shall be \$2.70 per ton or fraction, except as indicated below. Wharfage on empty containers shall be on tare weight.</p> <p style="text-align: center;"><u>EXCEPTIONS:</u></p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>COMMODITY</u></th> <th style="text-align: right;"><u>WHARFAGE RATE</u></th> </tr> <tr> <td></td> <td style="text-align: center;">(Per ton, or fraction, except as otherwise indicated)</td> </tr> </thead> <tbody> <tr> <td>Bulk Commodities discharged to barges in conjunction with the discharge of non-bulk cargoes (See Item 409, List of Commodities)</td> <td style="text-align: right;">\$.85</td> </tr> <tr> <td>Cargo for human consumption, when sponsored by the United States Department of Agriculture or donated by charitable organizations for relief purposes. This special rate only applies when such shipments are exported in cargo containers and does not apply to break bulk cargo.</td> <td style="text-align: right;">\$.85</td> </tr> </tbody> </table> <p><u>Note 1</u> - Cargo of a single shipper or receiver shall be subject to the assessment, solely by the vessel's agent, of a minimum wharfage billing charge of \$16.40 per individual bill of lading.</p> <p><u>Note 2</u> - No wharfage shall be assessed on the tare weight of cargo containers when loaded or partially loaded. Wharfage shall be subject to a minimum charge of \$5.45 on the contents of each container. Cargo Containers shall include all containers used for the transport of cargo, constructed of metal, fiberglass, plastic, wood or other material, and usually 8' x 8' x 17', 20', 24', 35', 40' or 45' in dimension; but shall exclude the so-called vans used in connection with the shipment of household goods.</p> <p><u>Note 3</u> - Cargo discharged from vessels to PORTS AMERICA wharves and transshipped on vessels calling another PORTS AMERICA facility shall not be subject to the payment of a second wharfage charge provided said cargo does not leave PORTS AMERICA jurisdiction.</p>	<u>COMMODITY</u>	<u>WHARFAGE RATE</u>		(Per ton, or fraction, except as otherwise indicated)	Bulk Commodities discharged to barges in conjunction with the discharge of non-bulk cargoes (See Item 409, List of Commodities)	\$.85	Cargo for human consumption, when sponsored by the United States Department of Agriculture or donated by charitable organizations for relief purposes. This special rate only applies when such shipments are exported in cargo containers and does not apply to break bulk cargo.	\$.85	408
<u>COMMODITY</u>	<u>WHARFAGE RATE</u>								
	(Per ton, or fraction, except as otherwise indicated)								
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PORTS AMERICA LOUISIANA, LLC
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APPLICATION	ITEM	
<p><u>SPECIAL WHARFAGE RATE COMMODITIES</u></p> <p>The bulk commodities listed below, and only those listed below, shall be assessed the special wharfage rate for bulk commodities discharged to barges in conjunction with the discharge of non-bulk cargoes:</p>		
<p>Aluminum Oxide</p> <p>Ammonium Nitrate</p> <p>Ammonium Soleplate</p> <p>Barytes, 4" x down</p> <p>Barytes, Over 4"</p> <p>Beet Pulp Pellets</p> <p>Borax, Lump</p> <p>Calcium Nitrate (CAN)</p> <p>Carbon Anodes</p> <p>Chrome Ore, ½" x down</p> <p>Chrome Ore, 2" x ½"</p> <p>Chrome Ore, 4" x 2"</p> <p>Chrome Ore, 10" x 4"</p> <p>Chrome Ore, Over 10"</p> <p>Clam Shell</p> <p>Clay, dry fines</p> <p>Coal, Bituminous, 50 Mesh</p> <p>Coal, Bituminous, ½"</p> <p>Coal, Bituminous, (Run-of-mine)</p> <p>Coal, Bituminous, (Stripping)</p> <p>Colemanite</p> <p>Corn</p> <p>Corn Gluten Pellets</p> <p>Diammonium Phosphate (DAP)</p> <p>Fertilizers, Mixed</p> <p>Ferro Alloys, 4" x down</p> <p>Ferro Alloys, Over 4"</p> <p>Ferro Chrome, 4" x down</p> <p>Ferro Chrome, Over 4"</p> <p>Ferro Mang., 4" x down</p> <p>Ferro Mang., Over 4"</p> <p>Ferro Phosphorous</p> <p>Ferro Phos., Over 4"</p>	<p>Ferro Silicon, 4" x down</p> <p>Fluorspar, Acid Grade</p> <p>Fluorspar, Met. Grade</p> <p>Fluorspar, Lumps (3" x down)</p> <p>Fluorspar, Screenings, ½"</p> <p>Grain</p> <p>Gravel</p> <p>Ilmenite</p> <p>Ilmenite, Pipe Coating</p> <p>Iron Ore, 6" x down</p> <p>Iron Ore, Lumpy, Over 6"</p> <p>Iron Ore Pellets, Washed, Crushed</p> <p>Iron Sulfate</p> <p>Lead Concentrates</p> <p>Lead Residue</p> <p>Lime, Ground, (Up to 1/8")</p> <p>Lime, Hydrated, (Up to 1/8")</p> <p>Lime, Hydrated, Pulverized</p> <p>Lime, Pebble</p> <p>Magnesite</p> <p>Manganese Modules</p> <p>Manganese Ore</p> <p>Manganese Sulphate</p> <p>Meals</p> <p>Mica, Ground</p> <p>Mica</p> <p>Nickel Ore</p> <p>Oyster Shell, Ground (Under ½")</p> <p>Pitch, Petroleum</p>	<p>Phosphate Acid, Fertilizer</p> <p>Phosphate Bone, Fertilizer</p> <p>Phosphate Rock, Sand, Wet</p> <p>Phosphate Rock, Superground</p> <p>Phosphate Sand, Rock, Dry</p> <p>Phosphate Sand, Slurry</p> <p>Potash</p> <p>Pumice, 1/8" and under</p> <p>Rutile Ore</p> <p>Scrap Metal, Frag.</p> <p>Silica Sand, Dry</p> <p>Silico Mang., 4" x down</p> <p>Silico Mang., Over 4"</p> <p>Silicon Metal</p> <p>Silicon Oxide</p> <p>Slag, Furnace, Crushed</p> <p>Slag, Furnace, Granular (Dry)</p> <p>Slag, Furnace, Granular (Wet)</p> <p>Slag, Vanadium, etc.</p> <p>Sludge</p> <p>Soda Ash Briquettes</p> <p>Soda Ash, Light</p> <p>Soda Ash</p> <p>Soybean Meal</p> <p>Steel Chips, Crushed</p> <p>Steel Trimmings</p> <p>Sugar, raw, cane</p> <p>Superphosphate</p> <p>Triple super phosphate</p> <p>Urea</p> <p>Vermiculite, Expanded</p> <p>Vermiculite Ore</p> <p>Wood Chips</p> <p>Zinc Concentrates</p> <p>Zinc Ingots</p> <p>Zircon Sand</p>
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PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

SECTION IV- VESSEL CHARGES / CARGO CHARGES	
APPLICATION	ITEM
<p>DELETED IN ITS' ENTIRETY</p>	410
<p><u>COLLECTION AND PAYMENT OF WHARFAGE</u></p> <p>Wharfage is due by the owners of the commodities on which wharfage is assessed, or due by the passengers carried on vessels for compensation. The collection and payment of same must be guaranteed by the vessels, her owners, charterers and agents, and the use of a wharf shall be deemed an acceptance and acknowledgment of this guarantee.</p> <p>As compensation to said vessel and/or her agent for timely collection of wharfage, PORTS AMERICA at its sole option, may pay a collection fee for services rendered on collection of wharfage charges, subject to strict compliance by said vessel and/or her agent to Item 802, Payment of Charges.</p> <p>Within 5 working days after the completion of all vessel operations, the vessel shall render to PORTS AMERICA certified manifests in either printed or electronic form, Bills of Lading or documentation approved in advance, showing the weight and description of all cargo discharged or loaded by said vessel in the Port of New Orleans, together with such other information prescribed in forms furnished by PORTS AMERICA for the purposes of computation and assessment of its tariff charges and maintaining record. Manifests in electronic form shall comply with the United States Customs Automated Commercial System or the Board of Commissioners of the Port of New Orleans CRESCENT and PORTS AMERICA.</p> <p>Wharfage charges on cargo shall be assessed on the basis of manifest weights, except as otherwise provided.</p> <p>Within 10 working days following the departure of a vessel carrying passengers for hire, such vessel shall submit to PORTS AMERICA certified manifests listing all such passengers so embarking and debarking.</p> <p>A penalty of \$100 per day, not to exceed \$1,000, shall be assessed against said vessels, her owners, charterers, and agents should they fail to render the cargo documentation in the form and within the period provided herein.</p>	412
<p><u>FREE TIME FOR INBOUND CARGO</u></p> <p>The free time allowed on cargo discharged from a vessel onto wharves shall be 30 calendar days. Free time will begin at 0001 hours of the first day following final discharge of vessel and will terminate at 2400 of the last free day.</p> <p><u>Exception</u></p> <p>When cargo cannot be removed within the free time provided solely because of the railroad's inability to furnish cars reasonably satisfactory for the carriage of the cargo, extension of free time may be granted provided:</p> <p>(1) The final order for the placement of the railcar at the facility was actually filed with the New Orleans Public Belt Railroads within seven days after completion of discharge of the vessel; and</p>	414
<p>Issued: August 22, 2003</p>	<p>Effective: October 1, 2004</p>
<p>ISSUED BY - PORTS AMERICA LOUISIANA, LLC 601 LOUISIANA AVENUE • NEW ORLEANS, LOUISIANA 70115</p>	

PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

SECTION IV- VESSEL CHARGES / CARGO CHARGES		ITEM
APPLICATION		
(2) Application for such extension of free time is submitted in writing to the PORTS AMERICA Terminal Manager within seven days from the date of the expiration of the free time period.		
<u>INBOUND DEMURRAGE CHARGES</u>		416
<u>Charge assessed against cargo</u> Any portion of cargo discharged from a vessel remaining on the wharves after the expiration of free time shall immediately incur the following inbound demurrage charges:		
(2) \$1.05 per ton (or fraction) per day (or fraction) for the first seven days; (3) \$2.30 per ton (or fraction) per day (or fraction) for each day thereafter until cargo is removed from wharf.		
The vessels discharging the cargo, her owners, charterers and agents, are responsible for the payment of the demurrage charges before the cargo is removed from the wharf. It is not PORTS AMERICA responsibility to give notice or advise the agent, principal, and/or shipper of expiration of free time or beginning of Demurrage.		
At the option of the PORTS AMERICA Terminal Manager, the cargo may be sent to warehouse storage for account of whom it may concern.		
As compensation to said vessel and/or her agent for timely collection of demurrage, PORTS AMERICA at its sole option, may pay a collection fee for services rendered on collection of demurrage charges, subject to strict compliance by said vessel and/or her agent to Item 802, Payment of Charges.		
DELETED IN ITS' ENTIRETY		418
DELETED IN ITS' ENTIRETY		420
<u>DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE</u> <u>REGULAR DOCKAGE RATE</u>		422
"DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THE LEASED TERMINAL ARE PAYABLE TO THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS. THE APPPLICALBE RATES FOR SUCH CHARGES CAN BE FOUND IN THE PORT OF NEW ORLEANS TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS-FMCT NO. 2, SECTION IV. APPLICATION FOR USE OF THE BERTH SPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF."		
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PORTS AMERICA LOUISIANA, LLC
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SECTION IV- VESSEL CHARGES / CARGO CHARGES	
APPLICATION	ITEM
<p><u>SHEDDAGE AND/OR MARGINAL TRACK USAGE CHARGE FOR INLAND WATERCRAFT</u></p> <p>"DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THE LEASED TERMINAL ARE PAYABLE TO THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS. THE APPPLICALBE RATES FOR SUCH CHARGES CAN BE FOUND IN THE PORT OF NEW ORLEANS TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS-FMCT NO. 2, SECTION IV. APPLICATION FOR USE OF THE BERTH SPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF."</p>	424
<p><u>PAYMENT OF DOCKAGE, SHEDDAGE AND/OR MARGINAL TRACK USAGE RATE</u></p> <p>"DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THE LEASED TERMINAL ARE PAYABLE TO THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS. THE APPPLICALBE RATES FOR SUCH CHARGES CAN BE FOUND IN THE PORT OF NEW ORLEANS TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS-FMCT NO. 2, SECTION IV. APPLICATION FOR USE OF THE BERTH SPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF."</p>	426
<p><u>ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT</u></p> <p>"DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THE LEASED TERMINAL ARE PAYABLE TO THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS. THE APPPLICALBE RATES FOR SUCH CHARGES CAN BE FOUND IN THE PORT OF NEW ORLEANS TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS-FMCT NO. 2, SECTION IV. APPLICATION FOR USE OF THE BERTH SPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF."</p>	428
<p><u>DOCKAGE CHARGES FOR PASSENGER VESSELS WITH PASSENGERS ON BOARD AFTER 24 HOURS</u></p> <p>"DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THE LEASED TERMINAL ARE PAYABLE TO THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS. THE APPPLICALBE RATES FOR SUCH CHARGES CAN BE FOUND IN THE PORT OF NEW ORLEANS TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS-FMCT NO. 2, SECTION IV. APPLICATION FOR USE OF THE BERTH SPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF."</p>	432
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PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

SECTION V - SERVICE AND EQUIPMENT CHARGES	
APPLICATION	ITEM
Refer to the Board of Commissioners of the Port of New Orleans Dock Department Tariff for provisions in Section V - Potable Water - Special Harbor Services, Equipment - Container Cranes, Others.	500
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SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)	
APPLICATION	ITEM
<p><u>APPLICATION OF LOADING/UNLOADING CHARGES ON PALLETIZED AND NON-PALLETIZED SHIPMENTS</u> The loading and unloading charges applicable to palletized cargo, provided herein, shall, unless otherwise provided, apply to shipments which are palletized, skidded or unitized to permit loading or unloading, with one driver and one forklift machine. On shipments not so palletized, skidded or unitized, the loading and unloading charges applicable to non-palletized cargo shall be assessed.</p> <p style="text-align: center;">"REFER TO SECTION VIII"</p> <p><u>PRODUCTION OF ACCURATE SUPPORTING DOCUMENTATION</u> Accurate supporting documentation, with respect to specific billing information for unloading/loading is the responsibility of the party receiving said services. Should supporting documentation not specifically reference the party to be billed with respect to unloading/loading charges, said charges will be for the account of the party requesting said services.</p> <p>Those Companies who continue to furnish incorrect billing information resulting in re-billing to additional parties will be denied credit privileges. An administrative charge of \$51.00 per each individual invoice re-billed to other parties will apply.</p> <p><u>SCHEDULING OF TRUCK APPOINTMENTS (Breakbulk Cargoes)</u> The appointment desk hours are 8:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m., Monday through Friday. All appointments will be coordinated through the internet or appointment desk, and all parties connected with the delivery or receipt of general breakbulk cargoes will be accorded equal access to available time slots on a first come first serve basis regardless of the party performing the loading/unloading service.</p> <p>Appointments will be scheduled on the present day for the next normal workday only.</p> <p>PORTS AMERICA will not be responsible for any standby charges for delays to truckers.</p> <p><u>SCHEDULING OF TRUCK APPOINTMENTS (Containers at PORTS AMERICA Container Facility)</u> The truck line or its authorized agent must access, through the Internet, the Napoleon-GEM system (www.gemnola.com) and register their truck line, provide dispatcher instructions and request an appointment for each truck before the truck enters the new Napoleon Avenue terminal. Each truck must be completely registered with UTN placards installed on the drivers and passenger door and a compatible transponder tag installed.</p> <p>PORTS AMERICA will not be responsible for any standby charges for delays to truckers.</p> <p><u>SCHEDULING AND PLACEMENT OF RAILCARS</u> The scheduling and placement of railcars shall be coordinated with the PORTS AMERICA Terminal Manager.</p>	<p>610</p> <p>612</p> <p>613</p> <p>(I)</p> <p>614</p> <p>615</p> <p>616</p>
<p>Issued: August 22, 2003</p>	<p>Effective: January 15, 2010</p>
<p>ISSUED BY - PORTS AMERICA LOUISIANA, LLC 601 LOUISIANA AVENUE • NEW ORLEANS, LOUISIANA 70115</p>	

PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)

APPLICATION	ITEM
<p><u>NORMAL WORKING HOURS (Excluding Saturdays/Sundays/Holidays)</u></p> <p>For the purpose of delivery or receipt of general cargo, the normal work hours are Monday through Friday 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m. For container delivery or receipt, the normal work hours are Monday through Friday from 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m., except the pick up gates will close at 4:00 p.m. and the receiving gates will close at 4:30 p.m. to allow for all outbound traffic to depart by 5:00 p.m. Changes to normal work hours and emergency announcements will be provided at (504) 894-6446. The back up emergency number is (225) 387-0971.</p>	618
<p><u>CHARGES APPLICABLE ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS AND AT TIMES OTHER THAN REGULAR WORKING TIME</u></p> <p>When the party makes prior arrangements for performing the service to load and/or unload break bulk cargo/full or empty containers on Saturdays, Sundays or Legal Holidays, or at hours other than 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. of regular working weekdays, the loading and/or unloading charges applicable to such operations shall be applied, plus associated overtime related costs, which are to be quoted on a case-by-case basis.</p> <p>Orders for weekend work must be furnished to PORTS AMERICA by 1500 hours on previous workday.</p>	620
<p><u>COMPLIANCE WITH LAWS, REGULATIONS, ETC.</u></p> <p>The Licensed Independent Lift Operator and the cargo owner or instances of outside operators functioning as set forth in this tariff shall be responsible for compliance with all applicable laws, regulations, rules and ordinances of federal, state and local authorities.</p>	622
<p><u>RESPONSIBILITY RAILCAR DEMURRAGE AT BERTH</u></p> <p>In performing the loading and unloading services as provided in this tariff, PORTS AMERICA shall be acting as the representative of the consignor or consignee of the cargo.</p> <p>Whenever PORTS AMERICA has ordered or approved the placement of railcars and the cars are actually or constructively placed in accordance with the order or approval, they shall be responsible to the consignor or consignee of the cargo for any railcar demurrage accruing by reason of failure to load, unload, or use and properly and timely release such cars, or by reason of failure to timely notify the switching carrier of the unsuitability of particular railcars. Responsibility for the railcar demurrage shall, in no event, accrue or result from delays caused by (A) consignor, consignee or his representative, or (B) the rail carrier, including failure of rail carrier to timely remove cars after they are properly and timely released, or (C) placement of unsuitable cars for loading.</p>	624
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**PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS**

SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)

APPLICATION	ITEM
<p>Under no circumstances shall PORTS AMERICA be responsible to the consignor or consignee of the cargo for railcar demurrage which may accrue during the first two (2) days of loading (7:00 a.m. to 7:00 a.m.) or the first two (2) days of unloading (7:00 a.m. to 7:00 a.m.) following such actual or constructive placement. (See Rule 2A, N.O.P.B.R.R. Tariff NOPB 9019C, effective July 1, 1994.)</p> <p>PORTS AMERICA, subject to terminal space availability, reserves the right to limit the number of railcars, which can be spotted at our lease facilities on any given day and/or any given period of time. In such cases where either shed and/or open space may be limited, PORTS AMERICA will so advise Vessel, Agent, Carrier and/or Shipper as to actual number of railcars which can be spotted on a daily basis. On such occasions, PORTS AMERICA will only accept railcar demurrage based upon specific number of railcars previously agreed to in writing. Any and all railcar demurrage, which may occur in excess of this arrangement, will be for account of Shipper and/or Carrier and not for PORTS AMERICA.</p>	
<p><u>SELF-PROPELLED VEHICLES INSPECTION THC CHARGES</u></p> <p>PORTS AMERICA will provide labor to inspect all SPV's prior to receipt and/or delivery at the following rates:</p> <p>(1) \$ 81.55 Automobiles/trucks under 5,000 lbs. (I)</p> <p>(2) \$ 254.90 Each truck, tractor, agriculture and grading road-making equipment, buses, motor homes, etc. over 5,000 lbs. (I)</p> <p>(3) \$ 47.40 Service charge each, when necessary, to drain or add fuel or water or disconnect or connect battery cables. (I)</p>	625
<p><u>PALLETIZED/UNITIZED/SKIDDED CARGO</u></p> <p>(1) (Applicable only for unitized cargo amenable to handling by one driver, one forklift machine.)</p> <p style="padding-left: 20px;">Trucks, Vans and Trailer Rates [See Note 1 below]</p> <p>(a) Lump sum per truck, handled by standard Forklift machines up to 10,000 pound capacity..... \$ 107.05 (I)</p> <p>(b) Lump sum per truck, handled by forklift machines exceeding 10,000 pounds, but not greater than 20,000 pounds capacity... \$ 128.45 (I)</p> <p>(c) Lump sum per truck, for cargo handled by Forklift machines of 20,000 pounds up to 50,000 pounds capacity: \$ 234.50 (I)</p>	626

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PORTS AMERICA LOUISIANA, LLC
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SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)	
APPLICATION	ITEM
(d) Lump sum per truck, when handling loose pipe, using appropriate fork lift machine and/or machines, for flat bed trailers equipped with proper industry approved pipe stakes.....	626 (I) \$ 224.80
(e) Lump sum per truck, when handling loose pipe, using appropriate fork lift machine and/or machines, for flat bed trailers without proper, industry approved pipe stakes.....	(I) \$ 338.45
(f) Lump sum per truck, for commodities in bales, bags, bundles, rolls, drums or barrels, requiring the use of squeezer, clamp, or barrel picker and/or any other special attachments	(I) \$ 127.45
(g) Use of mobile ramp for driving rolling equipment on and/or off truck trailers equipment.....	(I) \$ 128.45
<p>NOTE: Ramp rental charge covers use of mobile ramp only and does not include PORTS AMERICA labor/equipment to assist Driver with either physical loading/unloading of Rolling equipment units. When PORTS AMERICA labor/equipment is furnished at trucker's request to assist with loading/discharging of rolling stock, an additional hourly charge of \$ 230.00 per hour will apply (minimum one hour charge)</p>	
(2) Railcar Rates [See Notes below]	
(a) Except as otherwise provided, the loading and unloading rate for railcars shall be lump sum per boxcar.....	(I) \$ 407.80
(b) Exceptions (rates per ton of 2000 lbs.):	
(c) As an accommodation to shippers and consignees, PORTS AMERICA will arrange to dray cargo to/from separate shed locations, for the same and/or multiple Carriers, for the exclusive purpose of loading and/or unloading cargo to/from the same single railcar. On those occasions; however, where long haul of cargo is required to achieve this purpose (multiple lots of cargo stowed in shed areas located in excess of 400 feet) from area where railcar is spotted by NOPB (New Orleans Public Belt), the following truck dray rates will apply and which rates are in addition to separate published tariff rate charges for loading/unloading of railcar:	
1) One Package up to Sixteen Packages	\$ 62.20 (I)
2) Over Sixteen up to Thirty-two Packages	\$ 123.85 (I)
3) Over Thirty-two Packages up to Forty-eight Packages	\$ 185.05 (I)
<p>Note - The above charges are in lieu of NOPB switching charge of \$400.00 per shift, which would incur should NOPB arrange shifting of cars to/from different cargo shed locations, as compared to PORTS AMERICA handling as proposed above.</p>	
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PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)

APPLICATION		<u>LOAD</u>	<u>UNLOAD</u>	ITEM
Kraft Liner Board - Less than 800 lb. Rolls -			\$10.20	
800 to 1600 lb. Rolls			\$ 7.40	(I)
- Over 1600 lb. Rolls			\$ 5.55	
Newsprint	\$ 7.40		\$ 7.40	(I)
Plywood, weight per unit including pallet				
- 500 pounds to 999 pounds.....	\$15.40		\$10.30	(I)
- 1000 pounds to 1999 pounds.....	\$13.65		\$ 9.25	
- 2000 pounds and over.....	\$12.25		\$ 8.45	
Rubber.....	\$ 6.70			(I)
Wire or cable (metal or alloy) (reels or Spools) weight per unit including reel				
- 500 pounds to 999 pounds.....	\$15.40		\$10.30	(I)
- 1000 pounds up to 1999 pounds.....	\$13.65		\$ 9.25	
- 2000 pounds and over.....	\$12.25		\$ 8.45	
Woodpulp, in packages weighing				
- less than 800 pounds.....	\$14.15		\$10.20	(I)
- 800 pounds up to 999 pounds.....	\$14.15		\$ 8.90	
- 1000 pounds and over.....	\$14.15		\$ 7.40	
- when unloaded from barges.....	\$14.15		\$11.25	
<u>NON-PALLETIZED, NON-UNITIZED CARGO</u>				628
(Applicable to trucks and railcars, except as otherwise noted. Rates per ton of 2,000 pounds.)				
		<u>LOAD</u>	<u>UNLOAD</u>	
USDA bagged cargoes, railcar only			\$ 7.30	(I)
Explosives		By Special Agreement		
Vehicles		By Special Agreement		
All Articles (not applicable where charges are provide in other items				
-In bags or sacks, each weighing:				
- 60 pounds or under	\$17.15		\$16.05	(I)
- over 60, but less than 100 lbs . . .	\$15.65		\$13.40	
- 100 pounds or over	\$15.65		\$10.45	
- In barrels or drums each weighing:				
- under 200 pounds	\$21.85		\$23.05	(I)
- 200 pounds or over	\$15.20		\$12.05	
- In boxes or crates each weighing:				
- under 30 pounds	\$23.75		\$23.75	(I)
- over 30 pounds	\$21.05		\$17.15	
- In other packages or in bales,				
- bundles or loose	\$25.50		\$24.20	(I)

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PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

SECTION VII - TERMINAL AND EQUIPMENT CHARGES

APPLICATION	ITEM
<p><u>LOSS OR DAMAGE</u> Watchman - terminal provides routine watching services. The intent of this is to supply personnel to do ordinary watching functions to serve as an alert in the hope of preventing theft and/or fire, but it is not intended to be construed as insurance in the case of either fire or theft. The watching service provided is a private service and, like public "police" service, undertaken to prevent theft to the best of its ability, but does not guarantee it nor insure against loss by fire, theft or pilferage.</p> <p>Regardless of any other provisions of this item, the Terminal Operator will not accept responsibility for concealed damage or loss nor for the condition of contents or damage containers when received in damaged condition from vessel or inland carrier. The Terminal Operator will not accept responsibility for contents of containers, which do not have intact listed seals.</p> <p>Containers delivered to the terminal by inland carrier without seals or without intact seals will be rejected and not received by the terminal.</p> <p>Through prior written authorization a Line may request the terminal accept containers without seals or without intact seals. The terminal will immediately seal such containers and a sealing charge will apply. Responsibility provisions of this item are still applicable.</p>	708
<p><u>LIMITATION OF LIABILITY FOR LOSS OR DAMAGE</u> PORTS AMERICA shall not be liable for any damage unless caused by its negligence or the negligence of its servants. In all events its liability will be limited to the lesser of the actual damages caused or \$500.00 per package or customary freight unit.</p>	710
<p><u>RECEIVING OF CONTAINERS HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT</u> Containers having damage or variances which may impede normal movement with the terminal's mechanical equipment will not be received in the marshalling yard unless prior arrangements have been made with the Terminal Operator.</p> <p>Handling of such containers will be on an extra labor and equipment basis of cost plus 25%.</p>	712
<p><u>RECEIVING OF CONTAINERS HAVING DIMENSIONAL LENGTHS OTHER THAN 20'/40'</u> Prior arrangements must be made with Terminal Operators and crane owner by the authorized agents of the vessel and inland carrier before containers having dimensional lengths other than 20' or 40' will be handled.</p>	714
<p><u>INSPECTION OF OFF-HIRE/SALE BOXES ON TERMINAL PREMISES</u></p> <p>a) Visually Inspect Boxes at their existing place of rest in yard \$27.50 per each inspection</p> <p>b) Ground boxes for inspection purposes \$83.00 per each inspection</p> <p>Note: Any and all re-handles required to position boxes for inspection purposes to be charged additionally at \$42.60 per each re-handle.</p>	715 (I)
<p><u>SEALING OF CONTAINERS</u> Any sealing of containers requested by the line or their agents will be charged at \$31.90 per container.</p>	716 (I)

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PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

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<p><u>INTERMODAL RAIL CONTAINERS TRANSFERRED TO/FROM CERES TERMINAL TO/FROM PORTS AMERICA TERMINAL:</u></p> <p>Rate per each container \$137.40 per each box</p>	719 (I)
<p><u>CHARGE FOR "HANDLING CONTAINERS" EMPTY OR LOADED IN MARSHALLING YARD</u></p> <p>The Terminal will handle containers, empty or loaded in the marshalling yard at the following charges, for users of the terminal, which PORTS AMERICA does not have this service covered under a current stevedoring contract, \$99.30 per container.</p>	720 (I)
<p><u>CHANGE OF VESSEL, VOYAGE OR PORT</u></p> <p>Any export booking that is rolled, transferred, has port changes, vessel changes, voyage changes, vessel cancellations etc, are subject to a flat rate fee per container already received of \$45.30. Containers that are received after the change is effected are not subject to this fee.</p> <p>The above rate applies to any and all changes made prior to vessel cut-off date and time. Should changes be requested after vessel cut-off date and time, all related labor personnel and necessary equipment to be charged additionally on a cost +20% basis as per actual hours required.</p>	722 (I)
<p><u>CHARGE FOR INTERCHANGE OF EACH CONTAINER/CHASSIS IN OR OUT OF GATEHOUSE AND/OR FROM BARGE AND/OR RAILCAR</u></p> <p>\$26.45 per each Equipment Interchange Report. For inspection and interchange requested by the line on overtime, see separate overtime charges to apply as per Item 620.</p>	723 (I)
<p><u>INSPECTION OF EMPTY CONTAINER EQUIPMENT UPON COMPLETION OF VESSEL DISCHARGE OPERATIONS</u></p> <p>In order to minimize delays resulting from return of unacceptable empty container equipment rejected by truckers at the Gate and to fully comply with existing ILA labor contract agreement terms requiring the delivery of only sound equipment ex yard, all empty containers once discharged ex vessel to place of rest in yard, are to be inspected prior to release to trucker. A pre-inspection fee of \$23.10 per each empty container will apply to all boxes discharged ex vessel, however, inspection fee will be waived by PORTS AMERICA on all damaged units, where necessary repair authorization is received from delivering Carrier.</p>	724 (I)
<p><u>UNUSABLE EQUIPMENT/STORAGE</u></p> <p>Storage of containers or chassis with major damage, for termination, for sale, or for any other reason except to handle cargo for vessels calling at the specific terminal, will not be permitted. Owners of such equipment will be notified in writing that they have five (5) days to repair or remove the equipment. If after proper notification the equipment still is unusable to move cargo and remains on the facility in a damaged condition, a storage charge of \$22.75 per day will be levied until the equipment is repaired/removed and/or authorization is received for arrangement of necessary repairs. Containers or chassis that do not receive repair approval within 5 days of estimate may be stacked at PORTS AMERICA discretion. Retrieval of that equipment will be charged a fee of \$46.20.</p>	725 (I)
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<p>As an alternative to accruing storage charges on heavily damaged empty containers and based upon written transfer release from actual owner of equipment assigning ownership to PORTS AMERICA, Terminal Operator will arrange to dispose/remove damaged containers from the terminal for an administrative fee of \$1000.00 per each container.</p> <p><u>STORAGE FOR EMPTY CONTAINERS</u></p> <p>Empty containers, whether on chassis or grounded in the yard park, shall be charged storage according to the following formula:</p> <p>Free allocation of empty containers shall be computed as 1 times the weekly average heavy leg loaded container volume in TEU.</p> <p>"Heavy leg loaded container volume" is defined as the higher of the average vessel discharge loaded container volume or the loading loaded container volume in TEU on a weekly basis. This average shall be calculated annually based on October 1 to September 30 and will be applied based upon the prior years' calculation. For new services, the calculation will be based on the first 8 weeks of activity and applied retroactively until such time as there is 3 months worth of activity, at which point the calculation will be redone and will be used until such time as the October recalculation is done.</p> <p>Any excess empty container TEU's beyond the above-calculated amount shall be invoiced at a rate of \$3.40 per TEU per calendar day of excess.</p>	726
<p><u>FREE TIME AND APPLICABLE DEMURRAGE CHARGES ON LOADED CONTAINERS</u></p> <p>Import loaded containers shall be stored free of charge for steamship lines for the first 5 consecutive calendar days. Beginning on day 6 and through day 11, there will be a charge of \$3.40 per TEU, per day. For each additional 5-day period, the rate shall increase in increments of \$3.40 per TEU, per day until day 30, when the rate becomes \$22.75 per TEU, per day.</p> <p>Export loaded containers shall be stored free of charge for steamship lines for the first 10 consecutive calendar days. Beginning on day 11 and through day 15, there will be a charge of \$3.40 per unit, per day. For each additional 5-day period, the rate shall increase in increments of \$3.40 per unit, per day until day 30, when the rate becomes \$22.75 per unit, per day. For all days thereafter, the rate shall be \$22.75 per unit, per day.</p> <p>NOTES:</p> <p>(1) Transshipped containers will be deemed to be in storage for the account of the discharging ship; no containers will be deemed as being stored for the account of the loadback ship.</p> <p>(2) Upon discontinuation of a regular user service, ten (10) consecutive calendar days free time will be allowed on all equipment remaining on the terminal after the discharge of the last vessel. Following expiration of free time, demurrage charges will be assessed at the rates as set out above.</p> <p>(3) PORTS AMERICA Louisiana reserves the right to implement exceptions.</p>	727
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TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

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APPLICATION	ITEM
<p><u>FREE TIME AND STORAGE ON CHASSIS</u></p> <p>Empty chassis shall be stored without charge for customers stevedoring vessels or the pool operator at each terminal so long as the total number of such chassis does not exceed 33% of the average weekly heavy leg loaded container volume, by size, for each length of chassis.</p> <p>All empty chassis stored on the terminal in excess of the number allowed free storage will be charged a daily storage charge of \$5.15 per TEU per day.</p> <p>NOTES:</p> <p style="padding-left: 40px;">(1) PORTS AMERICA reserves the right to implement exceptions.</p>	728
<p><u>FREE TIME AND DEMURRAGE ON LOADED CONTAINERS</u></p> <p>1. DEFINITIONS</p> <p>A. As used herein the term "container(s)" includes container equipment and containerized cargo. The term "cargo" refers only to the cargo within the container(s) and does not include the container equipment.</p> <p>B. Export Free Time - The specified period during which container(s) may occupy space on the terminal facility free of demurrage immediately prior to the loading of such container(s) on the vessel.</p> <p>C. Import Free Time - The specified period during which container(s) may occupy space on the terminal facility free of demurrage after discharge of such container(s) from the vessel onto the terminal facility.</p> <p>D. Commencement of Demurrage - Demurrage will commence on the first calendar day after the expiration of free time.</p> <p>E. Demurrage - A charge assessed against the container(s) remaining in or on the terminal facilities after the expiration of free time.</p> <p>2. COMPUTATION OF FREE TIME PERIOD</p> <p>A. <u>Export Free Time</u> on container(s) shall commence at 12:01 a.m. on the first calendar day after the said container(s) is received at the terminal facility and terminate at 11:59 p.m. on the final day of free time.</p> <p>B. <u>Import Free Time</u> on container(s) shall commence at 8:00 a.m. on the first calendar day following completion of discharge of the vessel and will expire on the last day of free time.</p>	729
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SECTION VII - TERMINAL AND EQUIPMENT CHARGES

APPLICATION	ITEM
<p><u>AFFIXING AND/OR REMOVAL OF PLACARDS TO/FROM CONTAINERS</u></p> <p>When requested, terminal operator will charge a fee of \$23.05 per each placard either removed and/or affixed to a container and/or chassis.</p> <p><u>INSPECTIONS AUTHORIZED FOR COMPLIANCE WITH U.S. GOVERNMENT REGULATIONS AND/OR OTHER REGULATORY AGENCIES INCLUDING COAST GUARD INSPECTIONS:</u></p> <p>Charges for inspections performed by government regulatory agencies such as U.S. Food and Drugs, U.S. Customs, USDA, or National Cargo Bureau, when required, shall be charged to the Carrier and/or its' agents, requiring such inspections.</p> <p>a) PORTS AMERICA will not allow outside vendors to open containers for inspection purposes and when such services are required, PORTS AMERICA Port Personnel will arrange to furnish such services upon request. An inspection fee per each container will apply and will be charged to the responsible party ordering same. Rate to be quoted on a case by case basis.</p> <p>b) US Customs Container Security Initiative inspections requiring X-RAY examinations of any and all full and/or empty containers either at shipside location and/or in yard, USDA interior and/or exterior inspections of containers placed on automatic hold and/or other regulatory inspections as may be required, the following charges shall apply:</p> <ol style="list-style-type: none"> 1. Inspections carried out at shipside locations - \$138.00 per each container inspected. 2. Inspections carried out at container marshalling yard - \$174.25 per each box inspected if advance notice furnished to PORTS AMERICA, prior to commencing vessel load and/or discharge operations for approved users of the New Orleans chassis pool. Steamship lines not approved to use the New Orleans chassis pool will be subject to a rate of \$207.25 per container. If information is received after vessel operations commence and containers are already in a stacked position in the marshalling yard and it becomes necessary to locate/remove/replace specific containers numbers to/from stack, including re-stacking of any and all containers previously moved for such purposes, an additional re-handle charge of \$42.60 per each box rehandled, shall also apply. <p>NOTE 1: Above charges cover staging of boxes for inspection purposes including mounting/dismounting to/from chassis and draying of containers to/from XRAY equipment locations or other inspection areas, to/from shipside and/or marshalling yard locations.</p> <p>NOTE 2: On all occasions, once cargo is received in PORTS AMERICA direct control and custody, the responsibility for release of containers placed on hold by any Government and/or related regulatory agency initiates a direct obligation for compliance, by PORTS AMERICA on Carrier's behalf. As such, prior to all cargo remaining in our care and custody being released from our possession, Inspection related charges will either have to be paid in full and/or written notification received from Carrier, guaranteeing payment of all related inspection fees. PORTS AMERICA will not handle direct collection of inspection fees from any other involved party, other than vessel agent and/or Carrier. Containers, in the interim, which are placed on hold by PORTS AMERICA as a result of non-compliance with above specified credit terms, will continue to incur all other charges applicable per our published tariff.</p>	<p>730</p> <p>(I)</p> <p>731</p> <p>(I)</p>
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PORTS AMERICA LOUISIANA, LLC
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS

SECTION VII - TERMINAL AND EQUIPMENT CHARGES

APPLICATION	ITEM
<p><u>ELECTRICAL SERVICE AND TEMPERATURE MONITORING OF REFRIGERATED CONTAINERS AT THE TERMINAL</u></p> <p>The Terminal Operator will furnish electrical power to refrigerated and heat containers at a rate of \$39.95 per container, per each twenty-four (24) hours or any fraction thereof. Rate is subject to further adjustment based upon any subsequent rate increase(s) passed on to local New Orleans users of electrical services by New Orleans Entergy Corporation.</p> <p>When requested, PORTS AMERICA will provide temperature monitoring service rates based on a fixed minimal number of boxes to be monitored each day.</p> <p>Note - The Terminal Operator and its' affiliated companies providing these services will not be responsible for the repair of any equipment, except as authorized in writing and agreed in writing by the terminal or its' affiliated companies.</p> <p>In consideration of providing services at the quoted prices for refrigerated containers, it is agreed the total liability of Ports America Louisiana, LLC, its parent and affiliated corporations, including but not limited to Port Partners, Inc., their employees and agents (collectively and individually "PORTS AMERICA") is limited to \$500.00 per refrigerated container (regardless of the number of packages, pallets or customary freight units in the refrigerated container) in the event of any damage sustained by containerized cargo or any delay in its shipment incurred or sustained while said cargo is in the possession, custody or control of "PORTS AMERICA", regardless whether such damage or delay was caused by, in whole or in part, or in any way related to the negligence of, breach of duty of, breach of warranty of, breach of contract by or strict liability of PORTS AMERICA.</p> <p>Customer agrees to defend, indemnify and hold PORTS AMERICA harmless from any and all claims, suits or damages in excess of \$500.00 per refrigerated container, arising out of or in any way related to such damage or delay to the containerized cargo, regardless of the partial or sole negligence, strict liability, breach of duty, breach of warranty, or breach of contract of PORTS AMERICA and also agrees to pay all attorney fees and costs incurred by PORTS AMERICA in enforcing this provision. Should customer wish to have a greater limit of liability or to arrange insurance coverage, PORTS AMERICA is to be contacted to discuss these options.</p>	732
<p><u>CONTAINERS/CHASSIS INTERCHANGED BETWEEN CARRIERS/OTHER PARTIES INSIDE TERMINAL</u></p> <p>A charge of \$47.05 will be paid by the party receiving the equipment. The Terminal Operator will remove old I.D. placards and attach new I.D. placards and will make one rehandle to move the equipment from one stack to another for this charge. Any additional rehandles will also be paid by the same authorizing party. This charge does not include an inspection of the equipment.</p>	736 (I)
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SECTION VII - TERMINAL AND EQUIPMENT CHARGES	
APPLICATION	ITEM
<p><u>CARGO TURNOVER FEE FOR BREAK BULK CARGO PREVIOUSLY RECEIVED ON TERMINAL AND LATER DRAYED AWAY FROM TERMINAL</u></p> <p>Charges for the turnover of cargoes previously received by Terminal Operator to other entities authorized by original receiver of cargo a turnover fee of \$10.00 per ton will apply. Terminal charge must be paid in full prior to release of cargo by PORTS AMERICA.</p>	<p>740</p> <p>(I)</p>
<p><u>FACILITY ACCESS CHARGE</u></p> <p>A one time charge of \$3.72 per container for each loaded container of non-vessel related cargo that enters or leaves PORTS AMERICA Terminal facilities, which is stored and/or stuffed at the facility, but is not loaded on or off any vessel at any Board of Commissioners of the Port of New Orleans Facility.</p>	<p>742</p>
<p><u>REHANDLING CONTAINER AND TERMINAL DRAYAGE CHARGES</u></p> <p>Rehandling container charge \$42.60 for each rehandle. Terminal drayage \$42.60 for each dray.</p> <p>PORTS AMERICA will deliver Carrier empty containers ex yard on the basis of last in and not by specific container number and/or oldest available unit. Full import loads, when the same Bill of Lading provides for multiple boxes, PORTS AMERICA will deliver the first available import box within the same Bill of Lading and not by individual container number. Should empty container equipment and/or full import/export loads be requested by individual container number, party requesting same to be charged rehandle tariff charge referred to above.</p> <p>NOTE: These charges will be assessed to the party requesting service.</p> <p>Truck lines that fail to park chassis in correct location (bad chassis location or good chassis location) may be assessed a drayage charge for relocating chassis to correct parking area.</p>	<p>743</p> <p>(I)</p>
<p>DELETED IN ITS' ENTIRETY</p>	<p>744</p>
<p>CHARGES AND REGULATIONS FOR USE OF THE BOARD OWNED CONTAINER CRANES CAN BE FOUND IN THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF - FMCT NO. 2, SECTION V, ITEM 514.</p>	<p>745</p>
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SECTION VIII - CREDIT/PAYMENT PROCEDURES

APPLICATION	ITEM
<p><u>EXTENSION OF CREDIT</u> PORTS AMERICA at its option and subject to termination at its election, may at any time or from time to time extend credit to any user or other person conducting business with PORTS AMERICA. This extension of credit shall be pursuant to provisions of this tariff, or amendments thereof, by such user or other person establishing and maintaining single transaction annual surety bond with one hundred twenty-five percent (125%) of maximum liability per single transaction or annual maximum liability. The form and content of such bond must be acceptable to PORTS AMERICA chief financial officer. Further extension of credit may be suspended or terminated by PORTS AMERICA, subject to establishment of added or extended credit acceptable to PORTS AMERICA chief financial officer. Extension and continuation of said credit shall be conditional upon payment of invoiced charges within thirty (30) days subject to terms and conditions outlined in section VIII Item 802 (Payment of Charges) of this tariff. Furthermore, PORTS AMERICA reserves the right, at its sole discretion, to request funding in advance, prior to vessel arrival.</p>	800
<p><u>PAYMENT OF CHARGES</u> All charges incurred under the provisions of this tariff are due upon receipt of said services unless satisfactory credit has been previously established by the customer with the PORTS AMERICA chief financial officer. If credit is extended, all tariff charges must be paid in full within thirty (30) days from the date of the invoice. Customers with account balances older than thirty (30) days will be classified as delinquent. Any delinquent customer shall immediately and automatically have credit privileges revoked.</p> <p>Furthermore, account balances greater than sixty (60) days old shall be classified as extremely delinquent and said customer shall lose any collection fee that may have been credited for the timely remittance of the outstanding tariff charge.</p>	802
<p><u>CHANGES IN CREDIT STATUS</u> PORTS AMERICA shall notify customers by certified mail of any change in credit status, assuming the customer has previously posted, by certified mail, one (1) customer contact name and the correct mailing address with the chief financial officer. It is the customer's obligation to keep this information valid and current. In all other cases, PORTS AMERICA is under no obligation to contact the customer on any changes in credit status.</p>	804
<p><u>DELINQUENT LIST AND CHARGES</u> All parties subject to the provisions of this tariff placed on the delinquent list shall immediately be denied further use of all PORTS AMERICA facilities until all delinquent invoices are paid in full. Delinquent invoices are subject to an annual interest rate of 12%, or a minimum charge per invoice of \$5.00, whichever is greater.</p> <p>Should it become necessary to retain a third party collection service with respect to delinquent invoices, an additional charge of 5% of the balance of each invoice outstanding, with a minimum charge per invoice of \$100.00, shall apply to cover the cost of the collection effort.</p>	806
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