

**PORT OF LONGVIEW**

TERMINAL TARIFF No. 8

Naming:

RATES, CHARGES, RULES AND REGULATIONS  
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW  
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

[www.portoflongview.com](http://www.portoflongview.com)

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## Abbreviations

CFS - Container Freight Station  
CT - Cubic Tons  
CY - Container Yard  
FMC - Federal Maritime Commission  
FBM - Foot Board Measure  
KGS - Kilograms  
MBM - Thousand Board Feet  
MT - Metric Ton  
NOS - Not Otherwise Specified  
ST - Short Tons  
VIZ - Specifically or Named  
W/M - Weight or Measure

**Equivalents and Conversions**

|                          |                                   |
|--------------------------|-----------------------------------|
| 1 Centimeter             | = .3937 Inches                    |
| 1 Meter                  | = 39.37 Inches                    |
| 1 Foot                   | = .3048 Meters                    |
| 1 Meter                  | = 3.2808 Feet                     |
| 1 Yard                   | = .9144 Meters                    |
| 1 Kilogram               | = 2.2046 Pounds                   |
| 1 Pound                  | = .4536 Kilograms                 |
| 1 Metric Ton             | = 2204.6 Pounds                   |
| 1 Long Ton               | = 2240 Pounds                     |
| 1 Short Ton              | = 2000 Pounds                     |
| 1 U.S. CWT               | = 100 Pounds or 45.3592 Kilograms |
| 1 British CWT            | = 112 Pounds or 50.8023 Kilograms |
| 1 U.S. Bushel Grain      | = 60 Pounds or 27.2155 Kilograms  |
| 1 Cubic Meter            | = 35.3145 Cubic Feet              |
| 1 Cubic Foot             | = .0283 Cubic Meters              |
| 1000 Foot Board Measure  | = 83.3333 Cubic Feet              |
| 1 Cubic Meter            | = 423.7740 Foot Board Measure     |
| 1 U.S. Barrel            | = 42 Gallons or 158.9881 Liters   |
| 1 Measurement Ton        | = 40 Cubic Feet                   |
| Short Tons X .9072       | = Metric Tons                     |
| Short Tons X .893        | = Long Tons                       |
| Long Tons X 1.016        | = Metric Tons                     |
| Long Tons X 1.12         | = Short Tons                      |
| Metric Tons X .9842      | = Long Tons                       |
| Metric Tons X 1.1023     | = Short Tons                      |
| Kilograms X 2.2046       | = Pounds                          |
| Pounds X .4536           | = Kilograms                       |
| Measurement Ton X 1.1327 | = Cubic Meters                    |
| Cubic Meters X .8829     | = Measurement Tons                |
| Cubic Meters X .4238     | = Thousand FBM (MFBM)             |
| MFBM X 2.3597            | = Cubic Meters                    |

## **Section 1 - General Rules and Regulations**

### **ITEM 100 Application of Tariff**

#### **(A) NOTICE TO PUBLIC**

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

#### **(B) TARIFF EFFECTIVE**

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

#### **(C) USE OF TERMINALS DEEMED ACCEPTANCE**

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

#### **(D) SPECIFIC RATES PREVAIL**

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

#### **(E) RESERVATION OF AGREEMENT RIGHTS**

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

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## Section 1 - General Rules and Regulations

### ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Reservation of a berth is requested at Port of Longview

By: \_\_\_\_\_ Of: \_\_\_\_\_ On: \_\_\_\_\_  
*Authorized Individual Agency Firm Date*

For: \_\_\_\_\_ Owner Of / Operated By: \_\_\_\_\_  
*Vessel Identification Firm*

To Present On: \_\_\_\_\_ As Voyage No.: \_\_\_\_\_  
*Estimated Hour/Date*

For Loading Of: \_\_\_\_\_  
*Description of Commodities/No. of Containers*

Country of Destination: \_\_\_\_\_ Quantity: \_\_\_\_\_

For Discharge Of: \_\_\_\_\_  
*Description of Commodities/No. of Containers*

Country of Origin: \_\_\_\_\_ Quantity: \_\_\_\_\_

To Depart On: \_\_\_\_\_ As Voyage No.: \_\_\_\_\_  
*Estimated Hour/Date*

Vessel Length Overall: \_\_\_\_\_

#### NOTES and CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port of Longview tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

#### FOR PORT USE ONLY

Application Received By: \_\_\_\_\_ Time/Date: \_\_\_\_\_

Application Approved By: \_\_\_\_\_ Time/Date: \_\_\_\_\_

Berth Assigned: \_\_\_\_\_ Vessel ETA Confirmed: \_\_\_\_\_

Special Crane or Cargo Handling Equipment Required: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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## Section 1 - General Rules and Regulations

### ITEM 110 Berth Reservation, Supplement to Application

Vessel: \_\_\_\_\_ LOA: \_\_\_\_\_ ETA: \_\_\_\_\_ ETD: \_\_\_\_\_  
Vessel Owner/Line: \_\_\_\_\_  
Vessel Charterer: \_\_\_\_\_  
To Load: \_\_\_\_\_  
Terms of Affreightment: \_\_\_\_\_  
To Discharge: \_\_\_\_\_  
Terms of Affreightment: \_\_\_\_\_  
Berth Desired: \_\_\_\_\_

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

| Category of Port Charges     | Party Responsible for Payment | Estimated Dollar Amount | For Port Use Only |
|------------------------------|-------------------------------|-------------------------|-------------------|
| 1. <u>Lines/Hauling</u>      | _____                         | _____                   | _____             |
| 2. <u>Dockage</u>            | _____                         | _____                   | _____             |
| 3. <u>Wharfage</u>           | _____                         | _____                   | _____             |
| 4. <u>Service/Facilities</u> | _____                         | _____                   | _____             |
| 5. <u>Handling</u>           | _____                         | _____                   | _____             |
| 6. <u>Standby/Dead time</u>  | _____                         | _____                   | _____             |
| 7. <u>OT Differential</u>    | _____                         | _____                   | _____             |
| 8. <u>Equip. Rental</u>      | _____                         | _____                   | _____             |
| 9. <u>Security Fee</u>       | _____                         | _____                   | _____             |
| 10. _____                    | _____                         | _____                   | _____             |
| 11. _____                    | _____                         | _____                   | _____             |
| 12. <u>Misc. Services</u>    | _____                         | _____                   | _____             |

Total of estimated charges: \_\_\_\_\_

Pursuant to the instructions set forth in Item 115 Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessel, and attests to the accuracy of the information provided to the extent set forth in Item 115, Paragraph C.

Date: \_\_\_\_\_  
\_\_\_\_\_ (berthing agent)

By: \_\_\_\_\_  
\_\_\_\_\_ (as agent only)

**Section 1 - General Rules and Regulations****ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

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

For Port Use Only

Category of Port charges line item(s) no. \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(name of company) (authorized signature)

Category of Port charges line item(s) no. \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(name of company) (authorized signature)

Category of Port charges line item(s) no. \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(name of company) (authorized signature)

Category of Port charges line item(s) no. \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

\_\_\_\_\_

**Section 1 - General Rules and Regulations****ITEM 115 Berth Reservation, Conditions**

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
  - 1. that party responsible has established credit worthiness acceptable to the Port; or
  - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
  - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

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- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
- (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
1. its approval or adjusted estimate of port charges, and
  2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

---

**ITEM 120 Collection, Terms, and Guarantee of Charges****(A) TERMS AND CONDITIONS OF PAYMENT**

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$31.55 per invoice to the party making the request.

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

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

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

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

**(C) COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

**(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the

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vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

**(E) SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

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

**(F) MINIMUM CHARGES**

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$16.07.

**(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE**

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

**(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES**

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

**Section 1 - General Rules and Regulations****(I) AD VALOREM CHARGE**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

---

**ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional****(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS**

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous; freight, the value of which may be determined as less than the probable terminal charge; or
3. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

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

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

**Section 1 - General Rules and Regulations****(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT**

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

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

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

**(E) EXPLOSIVES AND HAZARDOUS FREIGHT**

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

**(F) OWNER'S RISK**

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

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

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

---

**ITEM 130 Information to be Supplied to the Port****(A) MANIFESTS**

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignor, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat

**Section 1 - General Rules and Regulations**

notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival

---

**ITEM 135 Insurance****(A) INSURANCE**

Rates named in this tariff do not include insurance of any kind. Every facility user or any other party using Port terminal facilities shall obtain and maintain, at a minimum, the following insurance coverages:

Workers Compensation Insurance (including Longshoremen and Harbor Workers' Compensation Act and/or Jones Act coverage, if applicable). This coverage is required under federal and state statutes for all the insured's employees performing its work.

Comprehensive Marine General Liability Insurance must be secured, with coverage of at least \$5,000,000 for each occurrence. This coverage includes automobile liability, broad form contractual liability and broad form property damage covering property in the insured's care, custody and control. This insurance shall cover claims against the insured for bodily injury, personal injury, death or property damage occurring on, in or about any vessels being loaded by a party on Port premises and adjoining areas. Every party shall submit to the terminal certificate(s) of insurance as evidence of the required coverage upon request. Such insurance shall name the Port as an additional insured with respect to the use of Port facilities and shall provide that the terminal is to be given 30 days prior written notice of and alteration or cancellation.

In addition, Employer's Liability Insurance is required in an amount not less than \$1,000,000.

**(B) STEVEDORE AND OTHER SERVICE PROVIDER'S INSURANCE**

1. The stevedore or other service providers shall obtain and maintain the following insurance coverage: (i) Workmen's Compensation Insurance (including Longshoremen and Harbor Workers' Compensation Act coverage) under all applicable federal and state statutes and municipal ordinances for all the stevedore's employees performing their work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.00 (ii) Comprehensive Marine General Liability Insurance (including

**Section 1 - General Rules and Regulations**

coverage for automobile liability, broad form contractual liability and property in the insured's care, custody and control) against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded or unloaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5,000,000 for each occurrence.

2. The stevedore and other service providers shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 30 days prior written notice of any alteration or cancellation.

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**ITEM 140 Liability for Damages And/or Injury****(A) CONDITIONS**

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

**(B) APPLICATIONS**

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

**Section 1 - General Rules and Regulations****(C) EXCEPTIONS**

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

**(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES**

Vessels are responsible and will be invoiced for damages to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure, will be deemed to have occurred during the vessel's berthing or shifting unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.

**(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)**

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

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**ITEM 145 Liability Limited****(A) LIABILITY FOR LOSS OR DAMAGE LIMITED**

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice, or other rodents, moths, weevils, or other insects, leakage or discharge from fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, or pilings required in breasting vessels away from wharf; nor will it be answerable for any loss, damage, or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision is subject to Item 140.

**Section 1 - General Rules and Regulations****(B) RESPONSIBILITY AS WAREHOUSEMAN**

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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**ITEM 150 Stevedore Access To, And Operations On, Property At The Port****(A) CARE IN THE PERFORMANCE OF OPERATIONS**

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

**(B) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS**

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

**(C) STEVEDORE AND PORT INDEPENDENT CONTRACTORS**

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

**(D) STEVEDORE SHALL INSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK**

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

1. Make use of the appropriate facilities and equipment as agreed to by the Port.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative, with full power to make all operating decisions concerning the stevedoring of vessels at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.

**Section 1 - General Rules and Regulations**

4. Cooperate fully with the Port in all respects by (i) advising as far in advance as possible the type of vessels, Master's estimate of the quantity of cargo to be loaded or discharged, and any special problems that may exist or arise; (ii) determining the equipment needed for the operations; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.

5. Unless otherwise directed by the Port, promptly restore terminal working areas to a clean, safe and orderly condition on completion of stevedoring operations.

**(E) PORT SHALL SUPPLY EQUIPMENT, FACILITIES AND SERVICE**

1. The Port shall furnish, subject to conditions and charges stipulated elsewhere in this tariff, the following:

- i. Access, for stevedore employees, to Port property at places and in the manner as may be approved by the Port.
- ii. Port equipment to the extent it is available.

2. All Port equipment utilized by the stevedore in performing its work is expressly understood to be under the direction and control of the stevedore, and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the stevedore to make a thorough inspection and satisfy as to the physical condition and capacity of the equipment, as well as qualified operators, there being no representation or warranty by the Port with respect to such matters.

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

4. Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as received, normal wear and tear excepted.

5. It shall be incumbent on the stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy himself that these are safe places for the access and the work to be performed. There is no representation or warranty by the Port with respect to such matters.

**Section 1 - General Rules and Regulations****(F) STEVEDORE WARRANTY**

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

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

**(G) INDEMNITY**

The stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any of the Stevedore's employees, agents or invitees, or for damage to or destruction of stevedore's property. The stevedore shall also indemnify and hold harmless the Port, its employees, Agents and invitees from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any other persons (including employees of the Port), and for damages to or destruction of property (including property of the Port), which is caused in whole or in part by any negligent act or omission or breach of these Rules by the Stevedore, its employees, agents or anyone else for whose acts the stevedore is or may be liable. The indemnification, hold harmless, and non-liability provisions set out herein do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by the negligent acts omissions of the Port, its employees or agents.

**(H) INSURANCE**

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

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

**Section 1 - General Rules and Regulations**

2. The Stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 30 days prior written notice of any alteration or cancellation.

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**ITEM 155 Relations with Freight Handlers****(A) DEFINITION**

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

**(B) MUST ABIDE BY TERMINAL TARIFFS**

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

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**ITEM 160 Responsibilities for Demurrage and Delays****(A) WAIVER OF CHARGES FOR DELAYS**

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision is subject to Item 140.

**(B) DEMURRAGE - RAILCARS OR VESSEL**

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
  2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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**Section 1 - General Rules and Regulations****ITEM 165 Shipper's Requests and Complaints****REQUESTS AND COMPLAINTS**

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 86414, Portland, OR 97286.

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**ITEM 170 Damage by Vessels****(A) PILING AND FENDERING SYSTEM DAMAGE REPAIR AND REPLACEMENT**

Vessels, including their owners and charterers, will be responsible and charged for the replacement or repairs of an pilings or fendering system damage during the occupancy of a Port berth. Damage identified during a vessel's berthage or after a vessel's departure will be deemed to have occurred during the vessel's berthage unless the Port is notified by the vessel's agent in writing prior to tie-up of any pre-existing damage to the pilings and fendering system.

**(B) LIABILITY FOR ENVIRONMENTAL DAMAGE AND COSTS**

Each Facility User will be responsible for all costs and expenses associated with investigation of, response to or abatement of any spills, releases, or discharges of pollution, invasive species, or hazardous materials into the air, land, groundwater, stormwater or waterways in the vicinity of Port marine terminal facilities, and/or on Port property that emanate from or are caused by the Facility User's vessel, equipment, or operations. If such Facility User does not immediately commence corrective action, the Port may undertake corrective action, and such Facility User must reimburse the Port for all such costs within thirty (30) days of written demand by the Port. With respect to invasive species, recoverable environmental costs include without limitation costs associated with quarantine, fumigation, pesticide or herbicide application, and actions taken at the request of state or federal authorities with authority over invasive species control.

**(C) Other Property Damage**

Each Facility User will be responsible for any damage caused by the Facility User, either by act or omission, to Port property or the property of any terminal operator, tenant, or other user, and shall reimburse the Port or other damaged party for any such damage within thirty (30) calendar days of written demand.

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**Section 1 - General Rules and Regulations****ITEM 175 Applicable Law Jurisdiction and Venue**

This tariff is to be governed by and construed in accordance with the laws of the state of Washington or, where applicable, the Federal Maritime Law of the United States. All facility users submit to the jurisdiction of the state and/or federal courts for Cowlitz County, Washington. Any litigation initiated by a facility user against the Port, whether or not it arises out of or relates to this tariff or the use of Port facilities under this tariff, must be brought in the state or federal courts for Cowlitz County, Washington. Suits initiated by the Port are not restricted to any particular venue.

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**Section 2 - Dockage****ITEM 200 Dockage Conditions and Definitions****(A) DEFINITION**

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

**(B) BERTH ASSIGNMENTS**

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

**(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL**

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Vessel berthing assignments and pre-stage operations will be at the sole discretion of the Port of Longview.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

**(D) OCEAN GOING BARGES**

Dockage will be assessed at full Port dockage rates and will be charged on an hourly basis. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

**Section 2 – Dockage****(E) BASIS FOR COMPUTING CHARGES**

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

**(F) DOCKAGE PERIOD - CALCULATED**

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ( $\frac{1}{2}$ ) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

**(G) CHARGES ON VESSEL SHIFTING**

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

**(H) VESSELS REQUIRED TO VACATE BERTHS**

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo.

Orders to vacate a berth shall provide the vessel with a reasonable period in which to comply. In no case shall such order require a vessel to vacate in less than three (3) hours from the time the order is issued and tendered to the vessel.

At its option the Port may affect the removal of a vessel from berth at the time period specified in the order to vacate with all risks, liability and expense for the vessel's account. All costs of extra or overtime labor, pilotage, shifting, tug-hire, linesman or those of any description rising from the requirement of the Port under these rules shall be for the vessel's account.

**Section 2 – Dockage**

Whenever an order to vacate a berth is made by the Port under these rules and said order is refused or not complied with in the time specified, the Port may assess a penalty dockage rate of twice the published dockage rate if the vessel remains on berth after such order has been issued or tendered to the vessel. Penalty dockage will commence at the time the vacation was ordered.

**(I) DOCKAGE EXEMPTIONS**

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,  
and
2. vessels owned or operated by the State of Washington.

**(J) LAY STATUS**

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

**(K) DOCKAGE RATES**

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

**Section 2 - Dockage****ITEM 205 Dockage Rates (Berth 1 - 8)**

| Vessel/Barge Length-over-all in Meters |              | Rates Per 24 Hours or Fraction Thereof* |
|----------------------------------------|--------------|-----------------------------------------|
| Over                                   | But Not Over | Amount                                  |
| 0                                      | 60           | \$592.00                                |
| 60                                     | 68           | \$668.00                                |
| 68                                     | 76           | \$742.00                                |
| 76                                     | 84           | \$815.00                                |
| 84                                     | 91           | \$1180.00                               |
| 91                                     | 99           | \$1615.00                               |
| 99                                     | 107          | \$2079.00                               |
| 107                                    | 114          | \$2581.00                               |
| 114                                    | 122          | \$2838.00                               |
| 122                                    | 130          | \$3144.00                               |
| 130                                    | 137          | \$3491.00                               |
| 137                                    | 145          | \$3765.00                               |
| 145                                    | 152          | \$4134.00                               |
| 152                                    | 160          | \$4692.00                               |
| 160                                    | 168          | \$5043.00                               |
| 168                                    | 175          | \$5472.00                               |
| 175                                    | 183          | \$6080.00                               |
| 183                                    | 191          | \$6928.00                               |
| 191                                    | 198          | \$8057.00                               |
| 198                                    | 206          | \$9176.00                               |
| 206                                    | 213          | \$10345.00                              |
| 213                                    | 221          | \$11988.00                              |
| 221                                    | 229          | \$13719.00                              |
| 229                                    | 236          | \$15566.00                              |
| 236                                    | 244          | \$17472.00                              |
| 244                                    | 259          | \$20066.00                              |
| 259                                    | 274          | \$22832.00                              |
| 274                                    | 290          | \$25720.00                              |

\*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.76 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2,942.01 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

[Lines-Service-Effective-July-1-2021](#)

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**ITEM 210 Dockage Rates - EGT Terminal (Berth 9)**

Dockage for Berth 9 will be invoiced by EGT at rates established by EGT tariff except for layberth status where the Port of Longview tariff applies.

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**Section 3 – Wharfage & Service and Facilities****ITEM 300 Definition, Conditions, Minimum Charge****(A) WHARFAGE DEFINITION**

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

*Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.*

**(B) FREIGHT NOT LOADED TO VESSEL**

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

**(C) WHARFAGE LIMITATIONS**

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

**(D) WHARFAGE ON SHIP'S STORES**

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

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

**(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS**

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

**(F) WHARFAGE OVERSIDE**

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (½) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

**Section 3 – Wharfage & Service and Facility****(G) WHARFAGE ON TRANSHIPPED Freight**

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

**(H) WHARFAGE MINIMUM CHARGE**

Except as otherwise provided in individual items, the minimum charge shall be \$37.85 per ocean bill of lading.

**(I) WHARFAGE RATES**

Rates are in U.S. dollars per metric ton unless otherwise provided in individual items.

**(J) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

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

**(K) CONDITIONS**

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

**(L) FREIGHT WITHDRAWN**

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

**Section 3 – Wharfage & Service and Facility****(M) UNITIZED FREIGHT**

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded by forklift equipment as one unit.

**(N) SERVICE AND FACILITIES MINIMUM CHARGE**

Except as otherwise provided in individual items, the minimum charge shall be \$36.72 per ocean bill of lading.

**(O) SERVICE AND FACILITIES RATES**

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per metric ton.

| <u>Wharfage</u> | <u>S&amp;F</u> |
|-----------------|----------------|
| Per MT          | Per MT         |

**ITEM 305 Freight NOS Rate**

Freight NOS, All Trade Routes

W/M whichever produces greater revenue

Export and Import W/M

\$10.60

\$22.65

**ITEM 310 Bulk Commodities Rate**

Bulk Commodities NOS

\$3.04

\$4.89

Via conveyor

\$3.04

\$2.54

Direct to Truck

\$3.11

\$3.62

Unitized in jumbo bags

\$3.11

\$3.62

**ITEM 315 Chemicals, Fertilizers, and Starch Rate**

Chemicals, Fertilizers, and Starch NOS

\$15.20

\$22.25

In bags or packages

Unitized on shippers pallets, not requiring boarding,

Reboarding, or use of manual labor

\$15.20

\$9.29

**ITEM 320 Equipment and Machinery Rate**

Equipment and Machinery

\$16.13

\$8.28

**ITEM 323 Project Cargo Rate**

Project Cargo

\$16.13

\$8.28

**Section 3 – Wharfage & Service and Facility**

|                                                                                 | <u>Wharfage</u><br>Per MT | <u>S&amp;F</u><br>Per MT |
|---------------------------------------------------------------------------------|---------------------------|--------------------------|
| <b>ITEM 324 Wind Components Rate</b>                                            |                           |                          |
| Wind Components                                                                 | \$12.95                   | \$9.71                   |
| <b>ITEM 325 Metals – Aluminum Rate</b>                                          |                           |                          |
| Import Aluminum                                                                 | \$4.26                    | \$5.12                   |
| <b>ITEM 330 Metals - Iron, Steel Articles Rate</b>                              |                           |                          |
| Iron or Steel Articles                                                          | \$5.93                    | \$5.79                   |
| <b>ITEM 335 Paper and Paper Products Rate</b>                                   |                           |                          |
| Paper and Paper Products NOS                                                    | \$11.23                   | \$9.10                   |
| Tissue, Towels, or Toweling VIZ In cartons or bundles                           | \$11.23                   | \$11.23                  |
| <b>ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate</b>                     |                           |                          |
| Vegetables, Dried peas, beans, lentils NOS                                      | \$9.15                    | \$22.25                  |
| Unitized in units of 1000 kgs or more                                           | \$9.15                    | \$9.30                   |
| <b>ITEM 345 Government and/or Military Vehicles/Road Construction Equipment</b> |                           |                          |
| Unboxed/Set Up on wheels and/or Tracks                                          |                           |                          |
| 0 to 10,000 MT                                                                  | \$27.28                   | \$17.31                  |
| 10,000 MT to 20,000 MT                                                          | \$20.16                   | \$13.07                  |
| 20,000 MT and over                                                              | \$14.22                   | \$10.83                  |

**Section 3 – Wharfage & Service and Facility****ITEM 350 USDA TITLE II**

In USDA sponsored cargo, the following rates will apply,

|                                                           |           |
|-----------------------------------------------------------|-----------|
| Bagged Grain and Grain Products, Processed or Unprocessed | \$7.87 MT |
| Dairy Products, non-refrigerated                          | \$7.87 MT |
| Flour                                                     | \$7.87 MT |
| Peas, Beans, Lentils                                      | \$7.87 MT |
| ( S&F and Wharfage are in addition)                       |           |

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**ITEM 355 Environmental Fee**

Based on handling needs all cargoes may be assessed an environmental fee on a per metric ton basis to help offset the Port's expenses for environmental compliance programs.

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**Section 5 - Loading and Unloading****ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges****(A) DEFINITION**

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

**(B) RAILCAR LOADING AND UNLOADING CHARGES**

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

**(C) RAILCAR BLOCKING**

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 20 percent (20%). These charges are in addition to the regular loading charge.

**(D) RAILCAR DEMURRAGE**

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

**(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED**

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

**(F) SPECIAL UNLOADING**

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

**(G) MINIMUM CHARGES CAR LOADING/UNLOADING**

Rates will be available upon individual quotation.

**Section 5 - Loading and Unloading****ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges****(A) DEFINITION AND CONDITIONS**

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

**(B) APPLICATION OF CHARGES**

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

**(C) TRUCK LOADING AND UNLOADING CHARGES**

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

**(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE**

Unless otherwise specified under individual items, the minimum charge shall be \$476.00 per truck load.

**(E) DEMURRAGE**

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

**(F) TRUCK LOADING/UNLOADING RATES**

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per metric ton.

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**Section 5 - Loading and Unloading****ITEM 510 Freight NOS Rate**

|                            |                |
|----------------------------|----------------|
|                            | Per Metric Ton |
| Freight NOS, Truck Loading | \$22.22        |

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**ITEM 515 Metals - Iron, Steel Articles Rate**

|                                       |         |
|---------------------------------------|---------|
| Iron or Steel Articles, Truck Loading | \$14.66 |
|---------------------------------------|---------|

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**ITEM 520 Dunnage Rate**

|                                                                               |          |
|-------------------------------------------------------------------------------|----------|
| Any Port Provided Stickers, Tiedowns, or Other Materials<br>Per Truck Minimum | \$140.22 |
|-------------------------------------------------------------------------------|----------|

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**Section 6 - Handling****ITEM 600 Definition, Conditions, Minimum Charge, and Charges****(A) DEFINITION**

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

**(B) DIRECT TRANSFER**

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

**Section 6 - Handling****(C) RIGHT TO HANDLE CARGO RESERVED**

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

**(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS**

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

**(E) BULK COMMODITIES**

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same

**(F) POINT OR PLACE OF REST**

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

**(G) HANDLING MINIMUM CHARGE**

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$36.80 per invoice.

**(H) HANDLING RATES**

Rates available on individual quotation.

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**Section 7 - Equipment and Labor****ITEM 700 Equipment Rental Conditions****(A) CONDITIONS**

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

The Port reserves the right to determine if a two crane lift must be engineered. The cost of any engineering will be borne by the party ordering the lift. Two crane lifts must be pre-approved by the Port well in advance of any lift being executed.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

**(B) SALES/USE TAX**

Equipment rental rates are subject to applicable sales/use tax.

**(C) APPLICATION OF RATES**

Unless otherwise specified rates stated are per hour, in U.S. Dollars

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**Section 7 - Equipment and Labor****ITEM 705 Equipment Rental Rates**

| EQUIPMENT                                              | RATE PER HOUR |
|--------------------------------------------------------|---------------|
| Lift Trucks                                            |               |
| less than and including 28,000 lbs                     | \$100.00      |
| greater than 28,000 lbs up to and including 36,000 lbs | \$132.00      |
| greater than 36,000 lbs up to and including 44,000 lbs | \$158.00      |
| greater than 44,000 lbs up to and including 65,000 lbs | \$178.00      |
| greater than 65,000 lbs up to and including 97,000 lbs | \$200.00      |
| Steel Coil Ram Attachment                              | \$21.00       |
| Bale Clamp Attachment                                  | \$21.00       |
| Top Pick (97,000 lbs Lift with Lifting Attachment)     | \$237.00      |
| Reach Stacker (48 metric tons)                         | \$309.00      |
| Telescopic Forklift                                    | \$100.00      |
| Loaders                                                |               |
| Scoop/Payloader (under 6 cu. yds)                      | \$158.00      |
| Scoop/Payloader (6 cu. yds. & more)                    | \$184.00      |
| Scoop with High Piling Attachment                      | \$237.00      |
| Backhoe                                                | \$121.00      |
| Locomotive *4 hour minimum                             | \$310.00      |
| Track mobile                                           | \$152.00      |
| Mobile Harbor Crane(Rates include WA state sales tax)  |               |
| Per Hour (or any fraction thereof) *4 hour minimum     | \$809.00      |
| Surcharge per vessel call (Not an hourly rate)         | \$5,250.00    |
| Surcharge for yard (Not an hourly rate)                | \$3,500.00    |
| Clamshell Bucket (per metric ton rate)                 | \$0.79        |
| Hoppers                                                |               |
| Small Hopper Rental                                    | \$158.00      |
| Large Hopper System with dust control                  | \$324.00      |
| Conveyors                                              |               |
| Covered Portable Conveyor                              | \$70.00       |
| Air Compressor (up to 375 cu. ft/min)                  | \$35.00       |
| 100KW Generator (rented)                               | \$49.00       |
| Conditioner                                            | \$21.00       |
| Welder                                                 | \$53.00       |

**Section 7 - Equipment and Labor**

| Trucks                                            | RATE PER HOUR |
|---------------------------------------------------|---------------|
| Sweeper Truck                                     | \$158.00      |
| Vacuum Truck                                      | \$263.00      |
| Boom Truck                                        | \$79.00       |
| Dock Truck                                        | \$90.00       |
| Trailers w/ dock truck                            | \$27.00       |
| Water Truck                                       | \$63.00       |
| Man Lifts *4 hour minimum                         |               |
| 40' - 75' Man Lift                                | \$69.00       |
| 80' - 125' Man Lift                               | \$164.00      |
| Sling Bag *1 Metric Ton (rate per bag)            | \$32.00       |
| Light Towers                                      | \$38.00       |
| Gangway (Berth 5) (Rate per day)                  | \$298.00      |
| Portable Bag House                                | \$53.00       |
| Hopper for Direct Truck Loading                   | \$125.00      |
| Portable Bulk Load Out Building for Truck or Rail | \$100.00      |

\*Any equipment not listed above will be charged at cost +20%.

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**Section 7 - Equipment and Labor****ITEM 710 Labor Services Conditions****(A) LABOR RATES SUBJECT TO CHANGE**

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

**(B) PAYMENT OF LABOR**

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

**(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)**

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

**Section 7 - Equipment and Labor**

Note 2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

**(D) TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

**(E) STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

**(F) PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

**(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

**(H) STATE INDUSTRIAL INSURANCE**

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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**Section 7 - Equipment and Labor****ITEM 715 Schedule of Man Hour Rates**

| DESCRIPTION               | 1 <sup>st</sup> Shift | 2 <sup>nd</sup> Shift | 1 <sup>st</sup> 2 <sup>nd</sup><br>Overtime | 3 <sup>rd</sup> Shift | 3 <sup>rd</sup> Shift<br>Overtime |
|---------------------------|-----------------------|-----------------------|---------------------------------------------|-----------------------|-----------------------------------|
| Basic Longshore/Clerk     | \$136.36              | \$161.80              | \$174.53                                    | \$182.15              | \$197.40                          |
| Longshore/Clerk Skill I   | \$140.32              | \$167.08              | \$180.47                                    | \$188.49              | \$204.54                          |
| Longshore/Clerk Skill II  | \$144.07              | \$172.08              | \$186.08                                    | \$194.48              | \$211.29                          |
| Longshore/Clerk Skill III | \$145.94              | \$174.56              | \$188.89                                    | \$197.47              | \$214.64                          |
| Foreman                   | \$167.37              | \$202.20              | \$219.62                                    | \$230.07              | \$250.97                          |
| Longview Skill I plus     | \$141.97              | \$169.28              | \$182.94                                    | \$191.13              | \$207.51                          |
| Longview Skill III plus   | \$146.76              | \$175.67              | \$190.13                                    | \$198.79              | \$216.12                          |

Basic Longshore/Clerk

005 Dockman  
101 Basic Clerk  
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney  
029 Lift Truck Operator  
103 Supervisor – Dock  
686 Millwright Helper  
689 Utility Helper  
694 Utility Bulk  
695 Temporary Mechanic Helper  
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman  
687 Temporary Utility Man  
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy  
080 Bulk Loader Operator  
092 Log Loader – Snapper  
675 Crane Maintenance  
677 Steady Warehouseman  
684 Steady Mechanic  
697 Millwright  
688 Steady Utility Man  
690 Steady Bulk Facility Oper.  
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator  
095 Port Packer  
106 Chief Supervisor  
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

## **Section 8 - Miscellaneous Services**

### **ITEM 800 Checking Services**

#### **(A) CHECKING**

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

*Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.*

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

#### **(B) RESPONSIBILITY**

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

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

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### **ITEM 805 Cost plus Application**

#### **(A) LABOR AND EQUIPMENT**

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking, inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,

**Section 8 - Miscellaneous Services**

6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
7. for recooling or reconditioning freight.

**(B) MATERIALS**

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

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**ITEM 810 Electricity****(A) LIABILITY**

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

**(B) HOOK-UP CHARGES**

Labor service performed will be billed at actual labor and benefit cost plus 50%.  
The minimum charge shall be \$133.86 per hook-up.

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**ITEM 815 Emergency Fire Suppression Berths****(A) APPROVAL REQUIRED**

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

**(B) RATES CHARGED**

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

**(C) VESSEL REMAINS RESPONSIBLE**

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

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**Section 8 - Miscellaneous Services****ITEM 816 Emergency Response**

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

---

**ITEM 820 Fresh Water****RATES CHARGED**

If available, fresh water will be furnished to vessels per the following table.

|                                                     |          |
|-----------------------------------------------------|----------|
| Rate per metered 100 cubic feet or fraction thereof | \$12.70  |
| Labor Call-out Rates for Fresh Water Hookup:        |          |
| Monday Through Friday (holidays excluded)           | \$550.94 |
| Monday Through Friday After 4:30 P.M.               | \$753.43 |
| Saturday                                            | \$753.43 |
| Sunday and Holidays                                 | \$955.90 |

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**ITEM 823 Fueling Tugs and Barges****RATES CHARGED**

Tugs and barges receiving or discharging fuel or provisions will be charged \$324.03 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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**ITEM 825 Garbage and Oily Waste Disposal****(A) PERMITTED WASTE HAULERS**

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

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**Section 8 - Miscellaneous Services****(B) WASTE HAULER LIABILITY**

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

**(C) TARIFF RATES LIMITED**

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

**(D) SERVICE LIMITED**

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

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**ITEM 830 Maritime Fire and Safety Association****DEFINITION AND CHARGES**

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$270.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within the Columbia River at a participating Association members location.

All references to the levy of said \$270.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

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**ITEM 831 Rail Maintenance Fee**

The Port shall have the right, in its sole and absolute discretion, to charge a \$25.00 rail maintenance fee for each railcar accessing the Port of Longview.

**Section 8 - Miscellaneous Services****ITEM 832 Security Fee****SECURITY FEE**

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

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

Military cargo, due to the nature of its purpose and content, may be subject to increased levels of security and thereby additional security charges may be imposed. Charges will be assessed only for actual costs incurred by the Port for services related to the safeguarding and movement of military cargo to and from the Port.

Minimum Port Security Fee - \$1,000 per vessel per 24 hour period excluding cruise vessels.

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**ITEM 833 Security Escort Fee**

Security escort fee will be charged when persons entering the Port are unable to present a valid TWIC card.

Per Shift \$472.50

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**ITEM 834 Small Lot Fee**

A small lot fee of \$127.36 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

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**ITEM 835 Stenciling and Marking**

Marking and stenciling cargo will be charged materials plus labor (see Tariff Item 715)

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**ITEM 840 Weighing**

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$47.50 per scale ticket.

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**Section 9 - Storage and Demurrage****ITEM 900 Free Time****(A) DEFINITION**

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

**(B) COMPUTING FREE TIME**

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

**(C) FREE TIME PERIODS**

Unless otherwise specified, free time will be allowed as follows:

|                          |         |
|--------------------------|---------|
| Open wharf or yard       | 20 days |
| Covered areas/Warehouses | 15 days |

**(D) ASSEMBLY TIME**

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

**(E) EXCEPTIONS**

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

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**Section 9 - Storage and Demurrage****ITEM 905 Warehouse/Transit Shed Rental****(A) DEFINITION**

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

**(B) RATES & MINIMUM**

The charge for such storage space shall be fifty-five cents ( \$.58) per square foot, minimum \$577.50 per month, payable monthly in advance.

**(C) CONDITIONS**

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

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**ITEM 910 Terminal Storage****(A) DEFINITION**

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

**(B) STORAGE CHARGES**

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per metric ton unless otherwise provided in individual items.

**Section 9 - Storage and Demurrage****(B) STORAGE CHARGES**

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per metric ton unless otherwise provided in individual items.

**(C) BONDED STORAGE**

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

**(D) MINIMUM MONTHLY CHARGE**

|                                                        |      |
|--------------------------------------------------------|------|
| Minimum Storage charge per month, per customer account | \$79 |
|--------------------------------------------------------|------|

**(E) OPEN WHARF OR YARD**

|                                         |                     |
|-----------------------------------------|---------------------|
|                                         | Rate Per Metric Ton |
| Freight, NOS                            | \$3.94              |
| Iron or Steel Articles                  | \$3.15              |
| Lumber Products, per 1,000 FBM Scribner | \$2.21              |
| Dry Bulk Cargo, NOS                     | negotiable          |

**(F) COVERED AREAS/WAREHOUSES**

|                                         |                     |
|-----------------------------------------|---------------------|
|                                         | Rate Per Metric Ton |
| Freight, NOS                            | \$5.20              |
| Iron or Steel Articles                  | \$4.41              |
| Lumber Products, per 1,000 FBM Scribner | \$3.47              |
| Dry Bulk Cargo, NOS                     | negotiable          |

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**ITEM 915 Wharf Demurrage****(A) DEFINITION**

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

**(B) WHARF DEMURRAGE MINIMUM CHARGE**

Minimum wharf demurrage charge shall be \$55.81 per month, per ocean bill of lading.

**Section 9 - Storage and Demurrage****(C) WHARF DEMURRAGE RATES**

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

| COMMODITY                | PER 1000 KGS. | PER CUBIC METER |
|--------------------------|---------------|-----------------|
| All Freight NOS-Inbound  | \$1.31        | \$0.95          |
| All Freight NOS-Outbound | \$1.31        | \$0.95          |

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.90 per day.

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**Section 10 - Domestic Cargo for Hawaiian and Pacific Islands****ITEM 1000 Application and Definition**

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

**ITEM 1005 Freight NOS Rate**

|                   | <u>Wharfage</u> | <u>S&amp;F</u> |
|-------------------|-----------------|----------------|
| Freight NOS       | Per MT          | Per TM         |
| by ST (short ton) | \$8.54          | \$8.54         |
| by CT (cubic ton) | \$5.01          | \$5.01         |

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**ITEM 1010 Automobile Rate**

|                   |         |         |
|-------------------|---------|---------|
| Automobiles, each | \$11.71 | \$20.09 |
|-------------------|---------|---------|

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**ITEM 1015 Boats and Trailer Rate**

|                                    |        |        |
|------------------------------------|--------|--------|
| Boats and Trailers, by linear foot | \$6.69 | \$6.69 |
|------------------------------------|--------|--------|

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**Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**

|                                                                             | <u>Wharfage</u><br>Per MT | <u>S&amp;F</u><br>Per MT |
|-----------------------------------------------------------------------------|---------------------------|--------------------------|
| <b>ITEM 1020 Equipment, Machinery, Trucks &amp; Concrete Buildings Rate</b> |                           |                          |
| Equipment, Machinery, Trucks                                                |                           |                          |
| Concrete Buildings, by ST                                                   | \$13.34                   | \$7.68                   |

**ITEM 1025 Lumber Rate**

|                                |        |        |
|--------------------------------|--------|--------|
| Lumber NOS, by MBM             | \$4.26 | \$3.74 |
| Laminated Beams VIZ, by MBM    | \$5.69 | \$5.00 |
| Cross Arms, Trusses VIZ, by CT | \$3.67 | \$3.67 |
| Railroad Ties VIZ, by ST       | \$5.25 | \$5.25 |

**ITEM 1030 Plastics - Pipe and Accessories Rate**

|                                                |        |        |
|------------------------------------------------|--------|--------|
| Plastic / Corrugated Pipe & Accessories, by CT | \$3.67 | \$3.67 |
|------------------------------------------------|--------|--------|

**ITEM 1035 Plywood Rate**

|                                                      |        |        |
|------------------------------------------------------|--------|--------|
| Plywood NOS, by ST                                   | \$3.59 | \$3.37 |
| Hardiboard, Hardipanel,<br>Particle Board VIZ, by ST | \$5.25 | \$5.25 |
| OSB VIZ, by ST                                       | \$3.59 | \$3.37 |

**ITEM 1040 Poles, Piling Rate**

|                       |        |        |
|-----------------------|--------|--------|
| Poles, Piling, by MBM | \$9.45 | \$9.45 |
|-----------------------|--------|--------|

**ITEM 1045 Metals - Steel, Cast Iron Rate**

|                                     |        |        |
|-------------------------------------|--------|--------|
| Metals - Steel, NOS, by ST          | \$5.25 | \$5.25 |
| Steel Rebar, Rebar Coils VIZ, by ST | \$4.57 | \$4.57 |

**Section 11 - Containerized Cargo****ITEM 1100 Application and Definitions****(A) APPLICATION**

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

**(B) DEFINITIONS**

1. CHASSIS - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. CONTAINER - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. CONTAINERIZED CARGO - Any freight which is or will be loading into carrier's marine container.
4. CONTAINER DISPOSITION LIST - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. CONTAINER FREIGHT STATION (CFS) - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. CONTAINER REHANDLING - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. CONTAINER YARD (CY) - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. GATE CHARGE - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. EQUIPMENT INTERCHANGE - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such request. Repairs, if requested, will be assessed at the cost of labor and

**Section 11 - Containerized Cargo**

equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.

10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

**ITEM 1105 Chassis Handling**

|                                   |         |
|-----------------------------------|---------|
| In or Out, all sizes, per chassis | \$37.78 |
|-----------------------------------|---------|

**ITEM 1110 Chassis Storage****AFTER 72 HOUR FREE TIME**

|                          |        |
|--------------------------|--------|
| 20 foot Chassis, per day | \$3.41 |
| 40 foot Chassis, per day | \$4.72 |

**ITEM 1115 Container Inspection**

|                                                 |         |
|-------------------------------------------------|---------|
| Opening and inspecting container, per container | \$37.78 |
|-------------------------------------------------|---------|

**ITEM 1120 Container Moving Via Barge****CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS**

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

|                    |          |
|--------------------|----------|
| Per Container/Rack | \$234.55 |
|--------------------|----------|

**Section 11 - Containerized Cargo****ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges**

|                                                                                                                                   |          |
|-----------------------------------------------------------------------------------------------------------------------------------|----------|
| Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move | \$ 80.80 |
| Gate Charge, per move                                                                                                             | \$ 80.80 |

**ITEM 1130 Container Stuffing and Unstuffing****CONTAINER UNSTUFFING****(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

**(B) BASIS OF CHARGES**

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

|                           |                 |
|---------------------------|-----------------|
| Containers up to 34 feet: | 25 Cubic Meters |
| Containers up to 40 feet: | 55 Cubic Meters |
| Containers over 40 feet:  | 60 Cubic Meters |

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

**(C) MINIMUM CHARGE**

The minimum charge shall be \$26.99 per invoice.

**(D) CONTAINER UNSTUFFING RATES**

|                        |         |
|------------------------|---------|
| per Weight/Cubic Meter | \$28.02 |
|------------------------|---------|

**CONTAINER STUFFING**

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

**Section 11 - Containerized Cargo****ITEM 1135 Direct Transloading****(A) DEFINITION**

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

**(B) BASIS OF CHARGES**

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

|                           |                 |
|---------------------------|-----------------|
| Containers up to 24 feet: | 25 Cubic Meters |
| Containers up to 40 feet: | 55 Cubic Meters |
| Containers over 40 feet:  | 60 Cubic Meters |

**(C) DIRECT TRANSLOADING RATE**

|                                            |         |
|--------------------------------------------|---------|
| Transloading freight to or from containers |         |
| Per Weight/Cubic Meter                     | \$28.02 |

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

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