

Jacksonville Port Authority
Terminal Tariff No. 2016
(Cancels Terminal Tariff No. 2015-B)



**Governing Rates, Rules and Regulations of Marine and Port Services
Provided by the Jacksonville Port Authority (JAXPORT)**

BLOUNT ISLAND MARINE TERMINAL
DAMES POINT MARINE TERMINAL
TALLEYRAND MARINE TERMINAL

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(DEF)	<p>31-005</p> <p><u>ABBREVIATIONS AND SYMBOLS</u></p> <p>TARIFF UPDATES & CHANGES:</p> <ul style="list-style-type: none">• (A) ADDITION TO RULE• (C) CHANGE IN WORDING WHICH RESULTS IN NEITHER AN INCREASE NOR A DECREASE• (D) DELETED• (N) NEW RULE• (+) INCREASE IN FEE• (-) REDUCTION OF FEE <p>RULE TYPES:</p> <ul style="list-style-type: none">• (CHG) FEES & CHARGES• (DEF) DEFINITIONS• (REG) RULES & REGULATIONS
(REG)	<p>31-010</p> <p><u>APPLICATION FOR BERTH</u></p> <p>Application for berth at JAXPORT facilities must be made in accordance with rule 31-155. Information may be faxed to (904) 357-3217 for Talleyrand Marine Terminal vessel arrivals and (904) 357-3325 for Blount Island Marine Terminal and Dames Point Marine Terminal vessel arrivals. All vessels, their owners or agents, desiring berth at JAXPORT facilities shall specify in their advance request the following information at a minimum:</p> <ul style="list-style-type: none">• Expected date and time of arrival• Length of vessel• Nature and quantity of cargo to be handled• Vessel agent or authorized representative• Expected duration of vessel call• Equipment rental requirements (see rule 31-110)• Any other special instructions or requirements <p>Modifications to ETA's are also required to be put in writing (including fax) to the appropriate personnel as stated above. Vessel arrival date, time and berth application must be received no later than twenty-four (24) hours prior to arrival of vessel. Vessels failing these requirements may be denied berth until other scheduled vessels have completed operation. See rule 31-070 for dockage charges. JAXPORT reserves the right to deny any application for berth pending credit approval and/or security deposit requirements or any other reasons.</p>
(REG)	<p>31-015</p> <p><u>INDEMNIFICATION / AUTHORITY HELD HARMLESS</u></p> <p>All users of JAXPORT facilities shall hold harmless, indemnify and defend JAXPORT from and against any and all causes of action, suits, claims, damages, and demands of whatsoever kind or nature including, but not limited to, claims for consequential damages, claims for personal injury, wrongful death, breach of contract, property damage or destruction, natural resource or environmental damages, losses of income and/or earnings, civil or criminal fines or penalties, liabilities, attorney's fees, expert witness fees, court cost and all other costs and expenses arising from or incidental to the users' operations on property of JAXPORT and users' use of JAXPORT facilities. No provision in this tariff shall limit or relieve JAXPORT from liability for its own negligence; nor shall any users of JAXPORT facilities be required to indemnify, defend or hold JAXPORT harmless for JAXPORT's own negligence.</p>

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(REG)	<p>31-020</p> <p><u>BILLING CHARGES</u></p> <p>All charges rendered under this tariff accrued to the vessel shall be invoiced to the agent of the vessel. All charges rendered under this tariff accrued to the cargo shall be invoiced to the Freight Forwarder or Customs House Broker. All other charges accrued under this tariff shall be invoiced as specified in individual items or to the party requesting the service. Any request for changes to the above invoicing procedure must be made in writing to the Jacksonville Port Authority, Post Office Box 3005, Jacksonville, FL 32206, or by FAX (904) 357-3010 prior to the service being rendered. If instructions are received after service is rendered there will be assessed a charge per invoice changed as stipulated in rule 31-180 herein. All charges rendered under this tariff must be paid in accordance with this tariff by the vessel's principal, its owner, agent, stevedore, terminal operator, or other responsible person regardless of when that party is reimbursed. All invoices are due and payable within 45 days of the invoice date. Any invoice remaining unpaid 45 days after the invoice date will be considered delinquent. Delinquent accounts will be assessed a late fee at a rate of 1.5% per month (.000493 per day) calculated from the date of the invoice. Late fees will be calculated on the 15th and the last day of the month.</p> <p>Material errors or discrepancies on an invoice shall be specifically reported in writing to the Senior Accountant, Billing Department, within ten calendar days from the date of invoice. If discrepancy is not reported as stated herein, the invoice shall be considered valid, due and payable.</p>
(REG)	<p>31-025</p> <p><u>BILLING INFORMATION</u></p> <p>All vessel owners and/or agents utilizing JAXPORT facilities, equipment and/or services for their vessels, shall permit JAXPORT access to manifests, loading or discharge guides, rail or motor carrier freight bills or any other pertinent documents for the purpose of conducting audits to determine the accuracy of reports filed for obtaining necessary information for correct billing of charges. Within seven (7) calendar days after the vessel completes work, all vessel owners and/or agents, must furnish JAXPORT with accurate cargo information, which will be required for billing of cargo and vessel charges. <u>Failure to provide billing information as provided herein will result in a penalty charge (see rule 31-210).</u></p>
(REG) (N)	<p>31-027</p> <p><u>CALLING PORT CARGO VESSELS</u></p> <p>All cargo vessels i.e., discharging or loading of cargo inside of the JAXPORT Secure/Restricted Access Areas will identify an approved Facility Security Officer approved by JAXPORT, who will be responsible for ensuring a Facility Security Plan is developed resourced and approved by the United States Coast Guard as well as the Jacksonville Port Authority prior to the vessels arrival. JAXPORT reserves the authority to act as FSO where resources allow, with all associated costs at tariff rates (see rule 31-252).</p>
(REG) (N)	<p>31-028</p> <p><u>CALLING PORT CRUISE VESSELS</u></p> <p>All "Calling Port" cruise vessels will identify a qualified Facility Security Officer approved by JAXPORT who will be responsible for ensuring a Calling Port Cruise Plan is developed ,resourced and approved by the United States Coast Guard as well as the Jacksonville Port Authority 30 days prior to the vessels arrival. JAXPORT reserves the authority to act as FSO where resources allow, with all associated costs incurred by the calling cruise vessel.</p>

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(REG) (N)	<p>31-029</p> <p><u>CARGO RELEASE</u></p> <p>The Jacksonville Port Authority is a landlord port and does not accept any responsibility for cargo acceptance for carriage or release, to include any and all gate-out procedures. Gate-out cargo release remains the responsibility of Authority Tenants or other authorized agents with designated authority over cargo.</p>
(REG) (N)	<p>31-030</p> <p><u>CLEANING FACILITIES</u></p> <p>All vessels, their owners, agents, stevedores and all other users of the facilities, shall be held responsible for cleaning of the property which they have been allowed to use, assigned, or leased to them, including adjacent aprons, gutters, roadways, storage areas, etc., upon completion of operations. If such users do not properly perform these responsibilities, in an appropriately timely manner as determined by JAXPORT, JAXPORT shall order the work performed and bill the users responsible at cost plus Thirty Percent (30%) with a minimum charge of \$250.00.</p>
(DEF)	<p>31-031</p> <p><u>CONTAINERS</u></p> <p>Refers to standard length 20-foot, 24-foot, 35-foot, 40-foot, 45-foot, 46-foot, 48-foot or 53-foot seagoing containers, approximately 8' wide, 9'6" high, and the length as specified. Prior arrangements must be made with JAXPORT before seagoing containers having dimensional lengths other than above will be accepted by JAXPORT. The definition of the term "container" further provides that the standard "seagoing container" for the transport of dry, liquid or refrigerated cargo, may be of metal, fiberglass, plastic or wooden construction. However, the container must confine and protect its contents from loss or damage and from the elements and must be susceptible to being handled in transit as a unit. "Wheeled" containers are described as containers, empty or loaded, on own wheels, chassis or flat bed trailer, furnished by owner.</p>
(REG)	<p>31-035</p> <p><u>CONTAINERS LOADED IN EXCESS OF RATED CAPACITY</u></p> <p>Rates, rules, regulations and charges published herein ARE NOT applicable to standard seagoing containers loaded in EXCESS of rated capacity. The terminal will not permit its mechanical equipment (designed for movement or carriage of containers) or its container cranes to be used in any capacity to lift, move or transport a container which is loaded in excess of the container's rated capacity. Should JAXPORT's equipment or crane(s) be used to lift, move, or transport a container which is loaded in excess of the rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damages, including death, and personal injury, court costs and attorney's fees, incidental to or resulting from such unauthorized use.</p>
(REG)	<p>31-040</p> <p><u>CONTAMINATED CARGO</u></p> <p>Cargoes of an objectionable nature or cargoes liable to contaminate other cargoes will be accepted only for movement directly between shipside and cars or trucks, without being floored in warehouses, and no free time will be allowed or allowance made therefore, except as otherwise approved by the Terminal Director. JAXPORT reserves the right to refuse the use of JAXPORT facilities and services for cargo it deems harmful, dangerous, objectionable or contaminated, or cargo not meeting federal, state and/or local regulations (see rule 31-225).</p>

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(REG)	<p>31-045</p> <p><u>CREDIT PRIVILEGES</u></p> <p>Application for credit should be made at least two weeks in advance to Senior Accountant, Finance Department, Jacksonville Port Authority, Post Office Box 3005, Jacksonville, Florida 33206 or Fax (904) 357-3010. Failure to do so may result in cash being required in advance. Credit limits will be established by JAXPORT and exceeding these limits may require a cash payment in advance. At the discretion of JAXPORT, an Indemnity Bond may be required before credit is established. Credit privileges can be withdrawn from any delinquent account at any time at the sole discretion of JAXPORT. Payment of all outstanding invoices, in addition to charges in advance, can be required before further services will be performed or facilities used. JAXPORT reserves the right to refuse the use of JAXPORT facilities and services to any user who is delinquent. Credit may be re-established at the discretion of JAXPORT and will require the filing of a new credit application from the user.</p>
(REG)	<p>31-050</p> <p><u>DAMAGE TO FACILITIES</u></p> <p>All vessels, their owners, their charterers, their agents and all other users of any type of the terminal facilities or equipment, shall be held responsible for any damage to or destruction of the property owned by Jacksonville Port Authority (including, but not limited to, expenses of, damage to, destruction of, repair or replacement of terminal facilities or equipment) resulting from their use, or arising from any acts, omission, neglect or default of vessels, their owners, their charterers and their agents or of all other users. JAXPORT reserves the right to repair, rebuild, contract for repair any damages to or destruction of docks, wharves, warehouses or transit sheds, equipment, rail or shop facilities, water and light facilities and to hold the vessels, their owners, their charterers, their agents and/or all other users responsible for payment. The Jacksonville Port Authority may detain any vessel or water craft responsible for any damage to the facilities until sufficient security has been given for the amount of damage. This provision is subject to rule 31-135, which is by this reference incorporated herein as if set out in its entirety. Any damage or destruction to JAXPORT property must be reported immediately to the JAXPORT Risk Manager at 904-357-3083 or 904-334-0138 or JAXPORT Public Safety Operations Center at 904-357-3360. Failure to report will result in a 30% markup fee and a 90 day suspension of the parties responsible for the failure to report damage to JAXPORT property.</p>
(REG)	<p>31-055</p> <p><u>DAMAGED CONTAINERS</u></p> <p>Seagoing containers, having damage or variances which may impede normal movement with JAXPORT's mechanical equipment will not be received at point of rest unless prior arrangements have been made with terminal management.</p>
(REG) (N)	<p>31-057</p> <p><u>DECK WATCH</u></p> <p>All vessels, with the exception of barge operations moored at the Jacksonville Port Authority wharves, will maintain a live deck watch and monitor Channel 16 and channels identified via Vessel Security Brief or Declaration of Security with the capability of communicating in English. Vessel deck watch will be subject to radio checks from the JAXPORT Public Safety Operations Center in accordance with approved Facility Security Plans.</p>
(REG)	<p>31-060</p> <p><u>DIRECT LOAD OR DISCHARGE</u></p> <p>Direct load and/or discharge is permitted with prior notification to the Terminal Director and proper coordination with the terminal operator or stevedore.</p>

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(REG)	<p>31-065</p> <p><u>DISPOSITION OF CARGO</u></p> <p>Instructions regarding disposition of cargo must be provided to JAXPORT at least 24 hours in advance of vessel arrival (see rule 31-155). JAXPORT reserves the right to sell for accrued charges or otherwise dispose of any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners or their agents, after due notice of such unclaimed or refused cargo has been mailed or delivered to known parties.</p>																						
(CHG) (+)	<p>31-070</p> <p><u>DOCKAGE</u></p> <p>Dockage charges will be computed on LOA of vessel as published in Lloyd's Register of Shipping per the following schedule of vessels; dockage will be based on an initial 24-hour period, regardless if multiple terminals are visited, after which a prorated charge will be assessed based on a 6-hour period or fraction thereof. Charges stated per linear foot of vessel.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="text-align: left;">Vessel Type</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Vehicle Vessels</td> <td>11.34</td> </tr> <tr> <td>Container & Breakbulk Vessels 500 Feet or Less</td> <td>5.97</td> </tr> <tr> <td>Container & Breakbulk Vessels over 500 Feet to 625 Feet</td> <td>8.77</td> </tr> <tr> <td>Container & Breakbulk Vessels Over 625 Feet</td> <td>10.95</td> </tr> <tr> <td>Refrigerated Cargo Vessels</td> <td>5.97</td> </tr> <tr> <td>Barges - Tanker, Breakbulk, Lash</td> <td>5.97</td> </tr> <tr> <td>Barges - Container, Trailer, Vehicle</td> <td>7.54</td> </tr> <tr> <td>Tanker Vessels</td> <td>12.88</td> </tr> <tr> <td>Cruise Vessels</td> <td>12.88</td> </tr> <tr> <td>All Others, not otherwise stated</td> <td>12.88</td> </tr> </tbody> </table>	Vessel Type	Charge	Vehicle Vessels	11.34	Container & Breakbulk Vessels 500 Feet or Less	5.97	Container & Breakbulk Vessels over 500 Feet to 625 Feet	8.77	Container & Breakbulk Vessels Over 625 Feet	10.95	Refrigerated Cargo Vessels	5.97	Barges - Tanker, Breakbulk, Lash	5.97	Barges - Container, Trailer, Vehicle	7.54	Tanker Vessels	12.88	Cruise Vessels	12.88	All Others, not otherwise stated	12.88
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(DEF)	<p>31-075</p> <p><u>DOCKAGE</u></p> <p>The term dockage as used herein means the charges made or assessed against a vessel for berthing or making fast to any dock, wharf, pier mooring device, or other facility owned by JAXPORT. EXCEPTION: Barges moored alongside vessels at the piers for the sole purpose of transferring cargo, bunkers and/or ship's stores to or from such vessels; also towboats landing tows will be exempt from dockage charges.</p>																						
(DEF)	<p>31-080</p> <p><u>DRAYING</u></p> <p>The physical movement of a wheeled container between any two points.</p>																						
(CHG) (+)	<p>31-083</p> <p><u>DREDGING DISPOSAL</u></p> <p>All disposal arrangements must be made with the Engineering and Construction Department. The dredging disposal fee will be computed and charged based on the cubic yards deposited in the JAXPORT Dredge Material Disposal Areas (DMMA). Use of JAXPORT's DMMA is subject to approval at JAXPORT's sole discretion. Accommodations will be based on capacity availability and environmental considerations.</p>																						

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		Dredging Disposal Fee	Charge
		City of Jacksonville	N/A
		Maritime / Industrial	16.51
		Commercial / Residential / Recreational / Other	22.01
(CHG) (+)	31-085	<p><u>ELECTRIC USE CHARGE FOR NON-METERED TENANTS</u> Except as otherwise provided herein, a charge for electric service will be assessed for all non-metered usage at a rate of \$168.24 per month. This rate will include normal use of electric as determined by the Terminal Director. The Terminal Director may request a meter installation at the user's expense. After installation, electric will be charged at the metered consumption rate.</p>	
(CHG) (+)	31-090	<p><u>ELECTRIC USE CHARGE FOR REEFER PLUGS</u> The electrical service charge for refrigerated containers is \$54.85 per plug per day. Prior arrangements must be made with Terminal Director or his/her designee.</p>	
(DEF)	31-095	<p><u>ELECTRIC USE CHARGE FOR REEFER PLUGS</u> JAXPORT will supply facilities for electric power furnished by the JEA for refrigerated containers. JAXPORT will not be responsible for failure of supply source of electric power or breakdown of electrical or mechanical equipment of refrigerated container. Containers placed in this area will be charged this fee on a daily basis whether electricity is used or not. For charges, see rule 31-090.</p>	
(REG)	31-098	<p><u>EMERGENCY PROCEDURES</u> The Port of Jacksonville, and specifically JAXPORT's marine terminal docks and facilities, are not considered safe havens during hurricanes, tropical storms or other emergencies as declared by JAXPORT. JAXPORT requires all vessels utilizing its facilities to immediately vacate all berths (see rule 31-305) when directed to do so by JAXPORT or the United States Coast Guard's Captain of the Port of Jacksonville. Penalty charges in accordance with rule 31-210 will be assessed to the vessel in addition to any other applicable charges for each hour of non-compliance.</p>	
(REG)	31-100	<p><u>EQUIPMENT OPERATOR QUALIFICATIONS</u> Any company or individual renting, leasing or otherwise using JAXPORT equipment is responsible to supply competent operators. JAXPORT does not provide any equipment training, nor does JAXPORT certify that operators are competent. The equipment operator is solely responsible for any damage whatsoever to JAXPORT equipment including damage to any surrounding equipment or facility, and/or causing any injury or harm to himself or others. See rule 31-105 for equipment rental rules and regulations. At its sole discretion, JAXPORT reserves the right to reject any equipment operator for any reason at any time.</p>	

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(CHG) (+)	31-105	<p><u>EQUIPMENT RENTAL</u></p> <p>Any company or individual renting, leasing or otherwise using JAXPORT equipment may request, in writing, equipment to be delivered or picked up by JAXPORT. Delivery will be charged at \$93.40 per unit and pick up will be charged at \$93.40 per unit. If a written request for pick up is not in the possession of JAXPORT and equipment is not returned to the designated area and notification is not given, a penalty charge will be invoked equal to two (2) times the equipment hourly rental rate for one (1) hour per unit. See conditions of equipment use in rule 31-110.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 60%;">Equipment Type</th> <th style="width: 20%;">Regular Time</th> <th style="width: 20%;">Overtime</th> </tr> </thead> <tbody> <tr> <td>Container Crane Standby Per Hour</td> <td style="text-align: right;">412.65</td> <td style="text-align: right;">480.39</td> </tr> <tr> <td>Container Stacker / Rubber Tired Gantry Crane Per Hour</td> <td style="text-align: right;">219.25</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Crane Over Height Attachment - Per Vessel Use</td> <td style="text-align: right;">273.46</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>40' Manual Bromma Spreader - Per Vessel Use</td> <td style="text-align: right;">273.46</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Gantry Container Crane Per Hour</td> <td style="text-align: right;">891.14</td> <td style="text-align: right;">959.69</td> </tr> <tr> <td>Whirley Crane Per Hour</td> <td style="text-align: right;">492.72</td> <td style="text-align: right;">739.07</td> </tr> <tr> <td>Water Truck (without water) Per Hour</td> <td style="text-align: right;">61.59</td> <td style="text-align: right;">92.39</td> </tr> <tr> <td>Forklift (40,000 lb) Per Hour</td> <td style="text-align: right;">147.82</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table> <p>NOTE: Container cranes may be ordered into standby due to late arrival of vessel. Standby must be requested by the user of the equipment and approved by the Terminal Director. Standby charges are applicable to container cranes only; equipment other than container cranes will be charged at rates published herein.</p>	Equipment Type	Regular Time	Overtime	Container Crane Standby Per Hour	412.65	480.39	Container Stacker / Rubber Tired Gantry Crane Per Hour	219.25	N/A	Crane Over Height Attachment - Per Vessel Use	273.46	N/A	40' Manual Bromma Spreader - Per Vessel Use	273.46	N/A	Gantry Container Crane Per Hour	891.14	959.69	Whirley Crane Per Hour	492.72	739.07	Water Truck (without water) Per Hour	61.59	92.39	Forklift (40,000 lb) Per Hour	147.82	N/A
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Water Truck (without water) Per Hour	61.59	92.39																											
Forklift (40,000 lb) Per Hour	147.82	N/A																											

(REG)	31-110	<p><u>EQUIPMENT RENTAL</u></p> <p>JAXPORT will provide freight handling equipment or machinery when available, with advance notice as stated in rule 31-155, subject to the conditions and charges set forth in this rule 31-110 and rule 31-105. The party utilizing the equipment will be responsible for accrued charges. Equipment must be picked up by the user at a JAXPORT location designated by the Terminal Director or his/her designee, and will likewise be returned to JAXPORT upon completion of work otherwise delivery and pick up charges will apply (see rule 31-105). Charges for equipment rental will be assessed from the time the equipment is picked up until it is returned and is checked in with the Terminal Director or his/her designee. Requests for cargo handling equipment must be ordered as early as possible prior to vessel scheduled arrival time (see rule 31-155). Applicant agrees that all charges will be paid and that all rules and regulations will be complied with in accordance with this tariff and its reissue. All hourly rates on equipment, working or standby, will be subject to a minimum charge of two (2) hours at the applicable rate. Billing thereafter, including standby time, will be assessed in one-quarter (1/4) hour increments. Increments of eight (8) minutes or more will be charged as one-quarter hour and seven (7) minutes or less will be zeroed. All equipment rental rates are subject to applicable Florida state sales taxes. Freight handling machinery is presumed to be in good working condition when turned over to the user. JAXPORT shall furnish trained mechanics to make repairs that are brought to JAXPORT's attention caused by mechanical failure. JAXPORT reserves the right to stop the operation of freight handling equipment at any time to make repairs deemed necessary by JAXPORT. The user shall not be charged for the time the equipment is inoperable due solely to mechanical failure, however, JAXPORT will not be responsible for delays caused by breaking down of said equipment nor for delays caused by shutting off electric current or other causes. JAXPORT shall not be responsible for labor, tugs, pilots, equipment, vessel hire, additional dockage, or any other charges in such cases. This provision is subject to rule 31-135, which is by this reference incorporated herein as if set out in its entirety. Users agree that JAXPORT equipment rented, leased or otherwise used will be returned to JAXPORT in the same condition it was in when received. Once equipment is turned over to the user, it is under the user's sole supervision and control for the entire rental</p>
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	<p>period until returned to JAXPORT and checked in with JAXPORT's authorized representative. User accepts responsibility and liability for any damage or injury to persons or property occasioned by user's operation of such equipment including damage to property of JAXPORT and/or injury to its employees, or any other persons. The user/employer of personnel operating the freight handling equipment must provide, at user's own expense, qualified, trained operators (rule 31-100) to operate the equipment. JAXPORT reserves the right to allocate equipment when conflicts arise in equipment usage.</p>
(REG)	<p>31-115</p> <p><u>EQUIPMENT RENTAL MODIFICATIONS AND/OR CANCELLATIONS</u></p> <p>Requests to modify or cancel cranes or other cargo handling equipment, may be made by giving a four hour notice to JAXPORT. If sufficient notice is not given, the party making the rental arrangements shall be subject to applicable minimum charges. Minimum charges are for (2) hours and shall be on a daily basis. Exceptions to this rule may be granted on special one time projects if approved by Terminal Director or his/her designee.</p>
(REG)	<p>31-120</p> <p><u>EQUIPMENT RENTAL REQUESTS</u></p> <p>Requests for use of cranes or other cargo handling equipment shall be made no later than 3:00 p.m. on the day prior to the intended day of use. Requests for use on weekends or Mondays should be made by 2:00 p.m. on the preceding Friday.</p>
(REG)	<p>31-125</p> <p><u>FREE TIME, CHASSIS</u></p> <p>No free time is allowed for empty chassis. Storage commences at the first midnight (2400) hours after placement. No storage will be assessed on a chassis positioned under a container.</p>
(DEF)	<p>31-130</p> <p><u>FREE TIME</u></p> <p>Free time is the period during which cargo may occupy terminal space under jurisdiction of JAXPORT, if available, as designated by the Terminal Director free of storage charges prior to the loading or subsequent to the discharge of such cargo on or off the vessel.</p>
(REG)	<p>31-135</p> <p><u>GENERAL APPLICATION</u></p> <p>Rates and charges named in this tariff apply to the Jacksonville Port Authority Talleyrand Marine Terminal, the Blount Island Marine Terminal, and the Dames Point Marine Terminal, operated by authorized JAXPORT Terminal Operators (rule 31-280) named in this tariff and its reissue. Participating Terminal Operators may quote other than tariff charges on volume shipments upon request. <u>JAXPORT is not responsible for any charges except as contained in this tariff or its reissue.</u> The use of JAXPORT facilities, equipment or services shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of any and all users of JAXPORT facilities, equipment or services to pay all charges and be governed by all rules and regulations published herein. Charges with respect to all terminal and accessorial services, VIZ: wharfage, handling, storage, dockage and other terminal services as outlined in this tariff, will be made and collected on all cargo delivered to or received from vessels, barges or other watercraft or by rail or truck over wharf property owned or operated by JAXPORT or in connection with all participating JAXPORT Terminal Operators named in the Tariff and will be in addition to rates of transportation to or from the Port. All services rendered under this tariff by request (such as,</p>

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	but not limited to, dockage, equipment rental, fresh water, etc.) must be requested by the user in accordance with rule 31-155 , or as otherwise stated herein. Charges, rates, fees and payment terms, as provided in this tariff or its reissue, may be varied by written agreement. The City of Jacksonville is exempt from charges in this tariff as approved on a case by case basis by JAXPORT.						
(DEF)	<p>31-140</p> <p><u>HANDLING</u></p> <p>Handling is the service of physically moving, receiving, or delivering cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle. JAXPORT does not provide handling services. See rule 31-280 for authorized JAXPORT terminal operators.</p>						
(CHG) (N)	<p>31-141</p> <p><u>HARBOR ADMINISTRATION FEE</u></p> <p>All commercial vessels engaged in foreign, international, intercoastal, coastwise, and non-contiguous domestic commerce shall be assessed a Harbor Administration Fee, as provided below. The Harbor Administration Fee will be assessed on a per call basis against all commercial vessels entering the main ship channel and bound for loading, unloading or berthing at JAXPORT facilities.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Harbor Administration Fee</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Vessels equal to or less than 200 linear feet - per call</td> <td>127.50</td> </tr> <tr> <td>Vessels over 200 linear feet - per call</td> <td>255.00</td> </tr> </tbody> </table>	Harbor Administration Fee	Charge	Vessels equal to or less than 200 linear feet - per call	127.50	Vessels over 200 linear feet - per call	255.00
Harbor Administration Fee	Charge						
Vessels equal to or less than 200 linear feet - per call	127.50						
Vessels over 200 linear feet - per call	255.00						
(REG) (A)	<p>31-143</p> <p><u>HAZARDOUS CARGO</u></p> <p>Explosives and hazardous or highly inflammable commodities or material may be handled over, or received on the wharves or other facilities of JAXPORT by special arrangements with and at the option of the Chief Executive Officer or Designee; subject to federal, state and local laws, ordinances, rules and regulations and approval from the U.S. Coast Guard (see rule 31-040).</p>						
(DEF)	<p>31-145</p> <p><u>HEAVY LIFT</u></p> <p>Any single unit exceeding 100,000 pounds shall be considered a heavy lift and shall be assessed engineering costs associated with each project, if applicable. Heavy lift shipments, other than direct load or discharge (rule 31-060), may be required to complete a "Space Allocation Agreement" as determined by the Terminal Director (see rule 31-195). See rule 31-330 for heavy lift cargo charges.</p>						
(CHG)	<p>31-150</p> <p><u>IDLE DOCKAGE</u></p> <p>At the discretion of the Terminal Director or his/her designee, vessels berthing at JAXPORT may be granted, upon written request, idle dockage at one-half the published dockage rate, subject to berth availability for purposes other than working cargo. Idle dockage berth may be granted up to two days prior to the vessel commencing work and/or two days following completion of the vessel. Support tugs for regular scheduled barge service may be granted dockage at one-half the published rate of the applicable barge dockage rate. It is not JAXPORT's intent to provide berth space for ship repairs. Under no circumstances is shipyard type maintenance</p>						

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	<p>or repair allowed to any vessel during dockage without prior written request by the vessel representative and confirmed approval by the Terminal Director. Vessels at berth performing shipyard type maintenance or repairs without necessary approval may be ordered to vacate berth immediately. See rule 31-305.</p>
(REG)	<p>31-155</p> <p><u>INSTRUCTIONS, WRITTEN AND/OR ELECTRONIC</u></p> <p>Vessel agents, foreign freight forwarders, customs house brokers, and/or owners/representatives of cargo shall furnish written or electronic specific instructions in advance of vessel arrival, and/or shipment or receipt of cargo at JAXPORT facilities for the disposition of all cargoes at least 24 hours in advance of cargo arrival. All notices should be sent in writing or electronic format to:</p> <p style="padding-left: 40px;"><u>BLOUNT ISLAND & DAMES POINT TERMINALS:</u> Terminal Director Jacksonville Port Authority Post Office Box 3005 Jacksonville, FL 33206-0005 Phone: (904) 357-3305 Fax: (904) 357-3325</p> <p style="padding-left: 40px;"><u>TALLEYRAND TERMINAL:</u> Terminal Director Jacksonville Port Authority Post Office Box 3005 Jacksonville, FL 33206-0005 Phone: (904) 357-3204 Fax: (904) 357-3217</p> <p>NOTE: Facsimile transmissions are the preferred method of communication with JAXPORT. E-mail notifications cannot be guaranteed as proper advance notification due to internal system security access.</p>
(REG)	<p>31-160</p> <p><u>INSURANCE</u></p> <p>The charges provided in this tariff do not include any expense of property or any other insurance covering any and all users of JAXPORT facilities, equipment or services. All stevedoring firms and/or vessels' agents or sub-contractors utilized by them shall be responsible to furnish JAXPORT with evidence of insurance coverage, including but not limited to Workers' Compensation, Employer's Liability, Comprehensive General Liability, Stevedores and Terminal Operator's Liability (Grantee or Assignee) and such other insurance, as required by the Jacksonville Port Authority. Comprehensive General Liability and Stevedores Legal Liability will name Jacksonville Port Authority as an additional insured with respects to crane rental, property rental and operations. Prior to beginning operations on JAXPORT facilities, all firms subject to this item are required to furnish the Jacksonville Port Authority with current valid copies of Certificates of Insurance as stated above. <u>The Jacksonville Port Authority may require additional coverage under special circumstances.</u> Firms without approved insurance coverage will not be permitted to operate on the facilities. The above insurance policies shall remain in full force and effect and shall not be altered, cancelled, or allowed to lapse without 30-days' written notice to the Jacksonville Port Authority.</p>

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REQUIRED INSURANCE WITH MINIMUM LIMITS OF COVERAGE:

1. Workers Compensation/Employers Liability

PART 1 STATE REQUIREMENT

PART II

- Each Accident \$500,000
- Disease - Policy Limit \$500,000
- Disease - Each Employee \$500,000

In addition to required coverage for the Florida Workers' Compensation Act, coverage will also be required for the Longshore and Harbor Workers' Compensation Act.

2. Commercial General Liability: Jacksonville Port Authority shall be named and endorsed as an additional insured.

Combined Single Limit of Liability

- General Aggregate \$2,000,000
- Each Occurrence \$2,000,000
- Fire Legal Liability \$1,000,000

3. Comprehensive Automobile Liability: Coverage shall include owned, non-owned and hired automobiles.

- Combined Single Limit of Liability \$1,000,000

4. Property Insurance / Fire and Extended Coverage: Coverage shall be in the full insurable value of Lessee's improvements, personal property, contents and cargo under Lessee's care and custody and JAXPORT's equipment.

(REG)
(N)

31-162

Intermodal Container Transfer Facility (ICTF)

SERVICES RENDERED

The TERMINAL OPERATOR does not warrant its services or its performance and shall not be responsible for loss, injury or damage to vessels, persons, cargo or other property unless said loss, injury or damage is caused by the Terminal Operator's failure to exercise reasonable care in the performance of its services.

In no event shall the TERMINAL OPERATOR be liable for loss or damage to cargo or to other property in its possession caused by shrinkage, degradation, fire, frost, moisture, heat, leakage, evaporation, theft, rodents, insects, the nature elements or an Act of God, or for delay, loss or damage resulting from strikes or lockouts, walkouts, picketing, or restraint of labor from whatever cause, wars, riots, insurrections, or for any other causes beyond the TERMINAL OPERATOR's reasonable control.

The TERMINAL OPERATOR shall not be liable for concealed damage or for the condition of cargo or goods packed in containers.

LIMITATION OF LIABILITY

Except in case of TERMINAL OPERATOR's own negligence, in no case shall the TERMINAL OPERATOR be liable for loss, damage or delay of cargo or other property for a sum in excess of five hundred dollars (\$500.00) per package or per unpackaged freight unit or per customary freight unit unless the Bailor, Shipper, Consignor, Charterer, Carrier, Consignee or Receiver, prior to the commence of services provided for herein, declares in writing a higher value and pays to the TERMINAL OPERATOR, in addition to the other charges for services herein set forth, a premium computed at one percent (1%) of the declared value of each package, unpackaged

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freight unit or customary freight unit. In the event of such additional payment, the TERMINAL OPERATOR shall be liable for loss, damage or delay to cargo or other property only to the extent of said full declared value of each such package or unpackaged freight unit and only if resulting solely from the TERMINAL OPERATOR's failure to exercise reasonable care.

EXPLOSIVE OR RADIOACTIVE COMMODITIES

The ICTF will not handle any explosive or radioactive containers.

WORKING HOURS

NORMAL WORKING HOURS (Excluding Saturdays/Sundays/Holidays)

For the purpose of container delivery or receipt, the normal work hours are subject to the sole discretion of TERMINAL OPERATOR

CHARGES APPLICABLE ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS AND AT TIMES OTHER THAN REGULAR WORKING TIME

When services are requested or required on Saturdays, Sundays or Legal Holidays, or at hours other than Normal Working Hours, the loading and/or unloading charges applicable to such operations shall be applied, plus associated minimum guarantee and/or overtime related costs, which are to be quoted on a case-by-case basis.

CREDIT PRIVILEGES

Credit privileges and terms of credit are to be determined the TERMINAL OPERATOR.

CONTAINER HANDLING

DAMAGED UNITS

Damaged units will not be received unless prior written approval is received by the TERMINAL OPERATOR. If special handling is required all charges will be billed to the requesting line.

REEFER UNITS

Reefer units will not be handled at the ICTF unless prior arrangements have been made with TERMINAL OPERATOR. All charges incurred due to the maintaining or monitoring of reefer units while in the ICTF facility will be billed to the line at cost plus 20%.

(CHG)
(N)

CHARGES

CONTAINER CHARGES

FREE TIME (72 HOURS excluding SUNDAYS)

After free time expires following rates will apply.

DAY 4 - 15

20' Containers	\$ 7.50 per day per container
40' Containers	\$14.00 per day per container

BEYOND DAY 15

20' Containers	\$25.00 per day per container
40' Containers	\$50.00 per day per container

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DEMURRAGE RATE

Chassis demurrage **per 24 hour period \$25.00**

Under no circumstances shall TERMINAL OPERATOR be responsible to the consignor or consignee of the cargo for railcar demurrage.

No responsibility will be assumed by the TERMINAL OPERATOR for delays or demurrage on railroad cars or highway trucks, as well as interruption of service due to heavy rain, flooding, electrical failure and other causes beyond its control and not the fault of the TERMINAL OPERATOR.

LIFT CHARGE

The first lift of a container to, or from, the railcar	\$60.00
Supplemental Lifts, Billed to Line requesting lift by TERMINAL OPERATOR	\$70.00 each lift
Miscellaneous or Additional Container Handling	\$70.00 each container

INSPECTION

Containers requested to be inspected by any Governmental agency will be assessed a charge of **\$125.00** billed to the appropriate line.

PLACARDING

Affixing and/or removal of placards to/from container where required, the TERMINAL OPERATOR will charge a fee of **\$33.00 per each placard**. To be billed to the appropriate line.

SEALS

When requested by the line a seal will be affixed and recorded for a charge of **\$25.00 per seal**

(REG)

31-165

JURISDICTION

Jurisdiction for any action whether in law or equity and whether founded in contract or in tort, brought by any user against JAXPORT arising from or incidental to the operations performed on JAXPORT property and/or use of JAXPORT's services or facilities, shall lie exclusively in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida. Use of JAXPORT's facilities or receipt of services by any user shall constitute consent to jurisdiction and venue in accordance with this rule 31-165 and further shall constitute waiver of jurisdiction or venue in any other location or forum. This rule does not apply to any action by any user against JAXPORT which may be instituted pursuant to an Act of the Congress of the United States that expressly designates the jurisdiction in which such action shall be prosecuted, and from which JAXPORT would not have sovereign or eleventh amendment immunity.

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(REG) (N)	<p>31-172</p> <p><u>LOITERING</u></p> <p>It is prohibited for any person to loiter upon the properties of the Jacksonville Port Authority. It shall be unlawful for unauthorized persons to enter passenger terminals, cargo terminals, and all other buildings and/or facilities owned by the Jacksonville Port Authority without an approved business purpose.</p>
(DEF)	<p>31-175</p> <p><u>MILITARY CARGO</u></p> <p>Military cargo is defined as cargo owned or leased by the United States Military. All charges for military cargo will be assessed against the military. Military cargo owned or leased by other than the U.S. military is defined as general cargo and will be assessed against the vessel.</p>
(CHG) (+)	<p>31-180</p> <p><u>MINIMUM CHARGE</u></p> <p>Minimum charge for a single invoice or for each service rendered will be \$93.40. For minimum charge on equipment rental, see rule 31-105.</p>
(CHG)	<p>31-185</p> <p><u>MISCELLANEOUS SERVICES</u></p> <p>When materials, services, or personnel are furnished by JAXPORT for use in the performance of miscellaneous services, charges will be at JAXPORT cost plus thirty percent (30%). When the use of mechanical equipment is required for services performed under the provisions of this item, see rule 31-105 for charges.</p>
(REG) (N)	<p>31-187</p> <p><u>NO SMOKING</u></p> <p>It is prohibited for any person to smoke or, or use electronic vapor cigarettes or produce open flame upon JAXPORT common area, wharves, aprons, or common cargo staging areas other areas in the immediate vicinity of vessels containing, loading, or discharging explosives or dangerous cargo to include vessel fuel transfer operations and /or any other areas as determined by JAXPORT, Fire Department, State or Federal Regulation.</p>
(DEF)	<p>31-190</p> <p><u>OPEN STORAGE AND/OR PARKING</u></p> <p>Refers to the area designated by the Terminal Director for open storage or parking on the terminal where loaded or empty containers, when on own wheels or chassis or flat bed trailer, may be held in custody of JAXPORT on instructions by the vessel, its owners, agents or other authorized vessel representative.</p>

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(CHG) (+)	<p style="font-size: 1.2em; font-weight: bold; background-color: yellow;">31-195</p> <p><u>OVERFLOW LAND RENTAL</u></p> <p>This item is subject to applicable Florida state sales tax. Subject to availability and other JAXPORT customer commitments, port users may lease overflow acreage as indicated below at the discretion of the Terminal Director.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cccccc;"> <th style="padding: 5px;">Type</th> <th style="padding: 5px;">Per 30-Day Period, Per Acre</th> <th style="padding: 5px;">Per 12-Month Period, Per Acre</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Improved Land (Paved)</td> <td style="padding: 5px;">2,831.37</td> <td style="padding: 5px;">33,976.40</td> </tr> <tr> <td style="padding: 5px;">Semi-Improved Land (Stone)</td> <td style="padding: 5px;">1,889.81</td> <td style="padding: 5px;">22,677.66</td> </tr> <tr> <td style="padding: 5px;">Unimproved Land</td> <td style="padding: 5px;">1,416.02</td> <td style="padding: 5px;">16,992.18</td> </tr> </tbody> </table> <p>Land rental is subject to a minimum charge of 1-acre per 30-day day period. See rule 31-315 for warehouse and office space rental charges.</p> <p><u>General Environmental Obligations</u></p> <p>Port users who utilize overflow land must maintain the premises in compliance with any applicable environmental law and be responsible for making any notification or report required to be made under such law concerning the premises to the designated governmental authority. The port user will expeditiously cure, at its expense and to the satisfaction of the Jacksonville Port Authority, any material violation of applicable environmental law at its sole cost and expense to the extent such violation is attributable to events or conditions that arose from the user's operations on the premises.</p> <p>The Jacksonville Port Authority reserves the right and may, during normal business hours on business days and upon reasonable notice or at any time without notice in case of an emergency enter upon the premises for the purpose of determining the land user's compliance with the provisions of the overflow agreement relating to environmental matters.</p>	Type	Per 30-Day Period, Per Acre	Per 12-Month Period, Per Acre	Improved Land (Paved)	2,831.37	33,976.40	Semi-Improved Land (Stone)	1,889.81	22,677.66	Unimproved Land	1,416.02	16,992.18
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(DEF)	<p style="font-size: 1.2em; font-weight: bold; background-color: yellow;">31-200</p> <p><u>OVERTIME CHARGES</u></p> <p>The regular working hours of JAXPORT terminals shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday, holidays excluded (see rule 31-240). Overtime charges, as stated herein, shall apply when services are performed on Saturdays, Sundays, holidays, and at times not within the regular working hours of JAXPORT.</p>												
(CHG)	<p style="font-size: 1.2em; font-weight: bold; background-color: yellow;">31-205</p> <p><u>PARKING, CRUISE TERMINAL</u></p> <p>Passenger vehicles parked at JAXPORT Cruise Terminal will be assigned parking space as designated by Terminal Operator. Parking will be assessed a rate of \$15.00 per vehicle, per day, except as otherwise stated herein. Recreational vehicles, or vehicles occupying two parking spaces will be charged \$30.00 per vehicle, per day</p>												

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(CHG) (+)	<div style="background-color: yellow; display: inline-block; padding: 2px 10px;">31-210</div> <u>PENALTY CHARGES</u> <ol style="list-style-type: none"> 1. Failure to comply with an order to vacate (rule 31-305) will result in a penalty charge assessed to the vessel owner or agent of \$12,317.97 per hour for each hour of non-compliance. 2. Failure to provide billing information as stipulated in rule 31-025 will result in a penalty charge of \$13.70 per day, per vessel.
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	<p>location on JAXPORT marine terminals and then the cargo is immediately moved to an off-site location or a terminal operator's leased area. The application of this rate is for those situations whereby other cargoes could not be otherwise received in a designated point of rest area. The designation and availability of a Point of Rest area is at the sole discretion of the JAXPORT Terminal Director.</p> <p>POINT OF REST RATE:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px;">Day 1 - Day 5: (per acre/per day)</td> <td style="padding: 2px; text-align: right;">332.61</td> </tr> </table> <p>At the discretion of the Terminal Director, JAXPORT shall have the right to charge up to two hundred percent (200%) of the rate stated above for any cargo that remains in a designated point of rest location on JAXPORT marine terminals greater than 5 days.</p>	Day 1 - Day 5: (per acre/per day)	332.61
Day 1 - Day 5: (per acre/per day)	332.61		
(REG)	<p>31-225</p> <p><u>REGULATIONS, FEDERAL MUNICIPAL, STATE, JAXPORT</u></p> <p>All vessel agents are required to serve notice entitled "Vessel Emissions Policy" as provided by JAXPORT to all vessels or their principals prior to or upon entering the St. Johns River. Parties using JAXPORT facilities, equipment or services shall comply with and shall cause its officers, employees and any other persons over whom it has control to comply with all municipal, state and federal laws, ordinances, rules and regulations applicable to the use of JAXPORT facilities including but not limited to those adopted by the United States Occupational Safety and Health Administration, United States Customs & Border Protection, United States Coast Guard, United States Environmental Protection Agency, Florida Department of Environmental Regulation, Florida Department of Natural Resources, United States Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles. The user shall also ensure compliance with the Oil Pollution Act of 1990, JAXPORT's rules and regulations governing the use of its facilities by its tenants including JAXPORT's Seaport Security Plan adopted in accordance with Section 311.12, Florida Statutes, 33 CFR Part 105, to include all Business Purpose Access Control Registration and required Security Awareness Training, and JAXPORT's published tariff or its reissue. In the event any municipal, state or federal agency implements any law, ordinance, statute, rule or regulation requiring JAXPORT, as the land owner, to perform any protective or preventative procedure including the booming of vessels, it shall be the responsibility of the user to perform these procedures at its own expense, provided that the necessity of such procedure is mandated or otherwise required as a result of the user's operation on JAXPORT property. All agents, operators or other affected parties will in the event of being required by any municipal, state or federal agency to implement any law, ordinance, statute, rule or regulation causing said party to perform any preventive or protective action will, upon such direction immediately notify the Authority, via the Security Operations Center 24/7 at 904-357-3360 without delay.</p>		
(DEF)	<p>31-235</p> <p><u>RE-STOWS</u></p> <p>Defined as cargo (including empty containers) temporarily discharged from a vessel and re-loaded to the same vessel to achieve proper stowing of the vessel.</p>		
(REG) (N)	<p>31-236</p> <p><u>ROADWAY OBSTRUCTION</u></p> <p>No roadway, highway, railway or other public access leading to or from or within the Port shall be blocked, severed or otherwise rendered impassible or obstructed by any Port tenant or other user of Port facilities without the written approval by the JAXPORT Terminal Director. A written request must be submitted to the Director no less than 48 hours prior to any aforementioned obstruction and shall include a complete explanation of what work is to be done, where it will occur and what impact it will have upon Port traffic, tenants and users of Port facilities.</p>		

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	<p>The request shall contain a statement that the applicant will be responsible for returning the access way to a condition as good as or better than prior to the obstruction thereof and an indemnification of the Port Authority holding the Port Authority harmless from any and all claims, damages or losses which might be incurred or sustained as a result of the access way obstruction, unless the Port Authority or employees were negligent. Cost incurred by JAXPORT to provide traffic control and other resources associated with roadway obstruction will be assessed at tariff rate.</p>
<p>(REG) (N)</p>	<p>31-237</p> <p><u>SAFETY INCIDENT REPORTING</u></p> <p>All personnel approved for access onto JAXPORT Secure or Restricted Areas shall immediately report all known safety incidents that result in damage to property, private, commercial or JAXPORT, as well as any incidents that include an OSHA reportable injury, death, or anytime Fire Rescue or Police agencies are required. Safety incidents under the aforementioned guidelines shall be reported in a timely manner, but no later than two hours following the incident to the JAXPORT Public Safety Operations Center at 904-357-3360.</p>
<p>(REG)</p>	<p>31-240</p> <p><u>SCHEDULE OF HOLIDAYS</u></p> <p>The following holidays are observed by the Jacksonville Port Authority and authorized JAXPORT Terminal Operators as official holidays and will be considered as overtime days.</p> <ul style="list-style-type: none"> • New Year's Day • Martin Luther King's Birthday • Washington's Birthday • Memorial Day • Independence Day • Labor Day • Veteran's Day • Thanksgiving Day • Friday after Thanksgiving Day • Christmas Eve • Christmas Day <p>When a holiday falls on Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed. Regular work days are Monday through Friday 8am to 5pm, except lunch hour from 12-1pm.</p>
<p>(REG) (N)</p>	<p>31-241</p> <p><u>SEAFARERS ACCESS</u></p> <p>All vessels calling at Jacksonville Port Authority facilities will remain responsible for ensuring timely and approved transportation is provided for crew members to depart and or return to the vessel via Jacksonville Port Authority gates and restricted Areas. JAXPORT will coordinate with tenant facilities and vessel agents on crew members, and or other approved vessel visitors or support personnel access list at no cost to JAXPORT. JAXPORT will allow commercial transportation companies that are properly credentialed and approved access to vessel pick up areas to facilitate timely movement of crew members. Where JAXPORT incurs any cost associated with seafarer access, such cost will be passed to the calling vessel via the identified vessel agent.</p>

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(REG) (N)	<p style="margin: 0;">31-243</p> <p style="margin: 5px 0 0 0;"><u>SECURITY OF CARGO</u></p> <p style="margin: 5px 0 0 0;">It is the responsibility of all Port users to furnish their own security personnel when they have cargo and other property on Port premises, which has high susceptibility to theft or as required by regulation. Security Officers must be licensed and/or trained to 33 CFR 105.210, and approved for security duties by JAXPORT. Users of Jacksonville Port Authority’s cargo or cruise areas may be required to utilize JAXPORT Security personnel and will be charged at identified tariff rates.</p>								
(CHG) (+)	<p style="margin: 0;">31-245</p> <p style="margin: 5px 0 0 0;"><u>SECURITY FEES</u></p> <table border="1" style="margin: 10px auto; border-collapse: collapse; width: 80%;"> <thead> <tr style="background-color: #cccccc;"> <th style="padding: 2px 5px;">Vessel Type</th> <th style="padding: 2px 5px;">Charge</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px 5px;">Vessels with 200 or more containers (see note), loaded to or discharged from vessel, empty or loaded, per container or unit:</td> <td style="text-align: center; padding: 2px 5px;">6.57</td> </tr> <tr> <td style="padding: 2px 5px;">All other vessels (including vessels loading or discharging less than 200 containers (see note), loaded or empty) per linear foot based on vessel LOA (length overall):</td> <td style="text-align: center; padding: 2px 5px;">3.30</td> </tr> <tr> <td style="padding: 2px 5px;">Cruise vessels per linear foot based on vessel LOA (length overall)</td> <td style="text-align: center; padding: 2px 5px;">3.30</td> </tr> </tbody> </table> <p style="margin: 10px 0 0 0;">NOTE: “Containers” shall include, but not limited to the following types of equipment: Flatbed trailers; expandable flatbed trailers; iso containers; stainless steel tank trailers; dry trailers; lowboy flat bed trailers; flattrack trailers; refrigerated trailers; dry containers; open top containers; flattrack containers; stainless steel tank containers; refrigerated containers; high cube containers and trailers; insulated containers and trailers; any other rolling equipment used to transport cargo on container or combination vessels, NOS.</p>	Vessel Type	Charge	Vessels with 200 or more containers (see note), loaded to or discharged from vessel, empty or loaded, per container or unit:	6.57	All other vessels (including vessels loading or discharging less than 200 containers (see note), loaded or empty) per linear foot based on vessel LOA (length overall):	3.30	Cruise vessels per linear foot based on vessel LOA (length overall)	3.30
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(DEF)	<p style="margin: 0;">31-250</p> <p style="margin: 5px 0 0 0;"><u>SECURITY FEES</u></p> <p style="margin: 5px 0 0 0;">Fees charged to vessel owner or agent to offset JAXPORT cost of compliance with Federal, State and Local security regulations and laws (rule 31-225). Fees will be assessed against every vessel using JAXPORT terminal facilities. This is a minimum charge. JAXPORT reserves the right to assess additional security charges to other port users, including but not limited to vehicle decals, security badges, 33 CFR Part 105.215 Training, access control, use of JAXPORT security resources, etc. See rule 31-245 for security fee charge.</p>								
(REG) (N)	<p style="margin: 0;">31-251</p> <p style="margin: 5px 0 0 0;"><u>SECURITY FIRMS</u></p> <p style="margin: 5px 0 0 0;">Contract Security Firms which provide services on JAXPORT must provide evidence of compliance with applicable State and Federal Law related to seaport security. All security officers used on the port must be Florida State licensed and receive the training required by the Maritime Transportation Security Act. Armed security on</p>								

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	JAXPORT property is prohibited without the written consent of the JAXPORT Director of Public Safety or Designee.												
(CHG) (N)	<p>31-252</p> <p><u>SECURITY SERVICES</u></p> <p>When required, security services will be billed by the JAXPORT at a minimum of four hours per guard, police officer, and or Facility Security Officer (FSO). Security cancellations will be billed the four hour minimum unless cancelled 48 hours prior to operational period. Each hour, or part thereof, will be billed at Tariff. . Rental of Security/Safety Boat requires JAXPORT Public Safety Vessel operator and or crew member as determined necessary. Cost for vessel operator and or additional crew member will be at established JAXPORT Tariff rate.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Type</th> <th style="text-align: right;">Per Hour Charge</th> </tr> </thead> <tbody> <tr> <td>Contract Security Officer with Vehicle</td> <td style="text-align: right;">55.00</td> </tr> <tr> <td>Police Officer with Vehicle</td> <td style="text-align: right;">70.00</td> </tr> <tr> <td>Facility Security Officer with Vehicle</td> <td style="text-align: right;">70.00</td> </tr> <tr> <td>Security/Safety Boat (Per Hour)</td> <td style="text-align: right;">150.00</td> </tr> <tr> <td>Light Cart with Genset (Per Day)</td> <td style="text-align: right;">202.66</td> </tr> </tbody> </table>	Type	Per Hour Charge	Contract Security Officer with Vehicle	55.00	Police Officer with Vehicle	70.00	Facility Security Officer with Vehicle	70.00	Security/Safety Boat (Per Hour)	150.00	Light Cart with Genset (Per Day)	202.66
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Light Cart with Genset (Per Day)	202.66												
(DEF) (N)	<p>31-253</p> <p><u>SECURITY AND SAFETY VIOLATIONS</u></p> <p>All personnel entering upon JAXPORT property are subject to security and safety requirements in accordance with 33 CFR Part 101 and 105 as well as JAXPORT policies and procedures. Personnel failing to adhere to established requirements are subject to issuance of a security/safety violation with associated administrative actions.</p>												
(REG) (N)	<p>31-254</p> <p><u>SOLICITATION</u></p> <p>It is prohibited for any person to solicit or carry out any business on property of the Jacksonville Port Authority without first obtaining authorization with established business purpose, and will be subject to having required occupational licenses.</p>												
(REG)	<p>31-255</p> <p><u>SPACE ALLOCATION</u></p> <p>Warehouse, office and/or open storage space is available for qualified users for the receipt, storage, handling, or shipment of cargo. Interested parties should contact the Terminal Director to review space availability and required schedule. Space shall be assigned upon completion of the "Space Allocation Agreement" document.</p>												
(REG) (N)	<p>31-256</p> <p><u>STEVEDORE GEAR ATTACHED TO CRANES</u></p> <p>The stevedore shall be completely responsible for the safe attachment, safe operation and safe removal of any stevedore gear attached to JAXPORT gantry and whirly cranes. This includes E-Gear (emergency gear), WTP</p>												

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	<p>Attachments, chokers, slings, shackles, wires, etc. used to handle cargo. JAXPORT will not be responsible for the failure of any stevedore equipment or the resulting loss of productivity.</p>
(DEF)	<p>31-260</p> <p><u>STORAGE</u></p> <p>The service of providing warehouse or other terminal facilities for the storing of inbound or outbound cargo (see rule 31-195).</p>
(CHG) (+)	<p>31-265</p> <p><u>SWEEPING TENANT FACILITIES</u></p> <p>The Jacksonville Port Authority will sweep facilities of lessees of the Port upon request of such lessees and will assess a charge of \$130.27 per hour regular time or \$195.84 per hour overtime, whichever is applicable. This rate includes the use of a power sweeper and the services of an operator subject to a minimum charge for two hours service. After minimum service charge has accrued, additional consecutive time, excluding meal hour, will be assessed to the nearest quarter hour.</p>
(REG)	<p>31-270</p> <p><u>TARIFF INTERPRETATION</u></p> <p>The Jacksonville Port Authority shall have the sole authority to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this tariff and any re-issue thereof.</p>
(REG)	<p>31-275</p> <p><u>TAXES</u></p> <p>This tariff is subject to applicable taxes in addition to charges published herein.</p>
(REG)	<p>31-280</p> <p><u>TERMINAL OPERATORS AUTHORIZED BY JAXPORT</u></p> <p>The following terminal operators are authorized by JAXPORT to operate their own terminal facilities, in accordance with individual lease agreements and all other rules, regulations, obligations, terms and conditions contained in this tariff and its reissue and all applicable Federal, State and Local regulations (see rule 31-225). When charges are made for terminal services by authorized terminal operators, <u>at charges differing in amount from or not included in the charges named in this tariff</u>, the terminal operator must provide a copy of its tariff charges in writing to the Jacksonville Port Authority, and must maintain a copy of such tariff charges in electronic format on its own website, in accordance with Federal Maritime Commission rules, or make arrangements with JAXPORT to publish Terminal Operator's tariff on JAXPORT's website. In all cases, terminal operators are responsible for updating their own terminal tariff charges, duly noticed 30 days in advance of effective date, as required by the Federal Maritime Commission.</p> <p>A. BLOUNT ISLAND MARINE TERMINAL</p> <ul style="list-style-type: none"> ▪ APS Stevedoring LLC 904-449-3074

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www.apsstevedoring.com

- **Ceres Terminals Inc.**
904-757-1110
www.ceresglobal.com
- **Portus Stevedoring LLC**
904-757-1170
www.portus-us.com
- **Ports America**
904-757-3357
www.portsamerica.com
- **SSA Cooper, LLC**
904-665-0400
www.ssofa.com

B. TALLEYRAND MARINE TERMINAL

- **Seaonus Stevedoring**
904-355-6669
www.seaonus.com
- **SSA Cooper, LLC**
904-665-0400
www.ssofa.com
- **Gulf Terminals International, Inc. (GTI)**
904-696-8900
gtijaxfl@gmail.com
- **Crowley**
904-727-2265
www.crowley.com
- **Westway**
904-356-3311
www.westwayterminals.com

C. DAMES POINT MARINE TERMINAL

- **TraPac Marine Terminal**
904-714-0185
www.trapac.com

(CHG)
(+)

31-285

TERMINAL USE

Stevedores loading or discharging cargoes at JAXPORT facilities operated by parties to this tariff will be assessed a terminal use charge.

Commodity	Charge*
All cargo except Heavy Lift	0.62
Heavy Lift (as defined in Rule 31-145)	2.74

*Charge per 2,000 pound short ton except as indicated

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(DEF)	<p>31-290</p> <p><u>TERMINAL USE</u></p> <p>A charge billed to the stevedore when cargo is handled to/from vessels berthed at facilities provided by the Jacksonville Port Authority or participating Jacksonville Port Authority terminal operators (see rule 34-280). This charge is for the use of the facilities provided. All necessary clean-up is the responsibility of the stevedore. See rule 31-285 for terminal use charges.</p>
(REG) (N)	<p>31-292</p> <p><u>TRAFFIC CONTROL</u></p> <p>JAXPORT cargo operations requiring traffic control to mitigate safety concerns and or to facilitate cargo movement will be the responsibility of the terminal operator/agent receiving and/or shipping cargo. The JAXPORT Terminal Director or his/her designee has sole discretion to require traffic control if he determines the appropriate safe guard have not been taken by the terminal operator/agent. JAXPORT may provide traffic control officers at tariff.</p>
(REG) (N)	<p>31-293</p> <p><u>TRAFFIC ENFORCEMENT</u></p> <p>It shall be unlawful for any conveyance to proceed at a speed which will endanger other conveyances, persons or structures. Official signs indicating limited speeds throughout JAXPORT facilities shall be strictly obeyed. All violations are subject to Florida State Statute and or administrative actions to include but not limited to suspension or revocation of driving privileges on JAXPORT terminals by the JAXPORT Director of Public Safety or Designee.</p>
(DEF)	<p>31-295</p> <p><u>TRANS-SHIPMENT CARGO</u></p> <p>Defined as cargo discharged from one vessel and re-loaded to a different vessel.</p>

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(REG)
(N)

31-297

TWIC ESCORTS

The Jacksonville Port Authority (JAXPORT) is subject to seaport security standards, procedures and requirements imposed by federal regulation, state law and Authority policy. As such, it is the policy of the Authority to strictly enforce access control requirements

JAXPORT reserves the right to provide escort services for non-TWIC holders; with approved business purpose on port property within the port’s designated secure and restricted areas. Custody and responsibility for authorized visitors subject to this policy may be transferred to an authorized 33 CFR Part 105 regulated Tenant or designated official within their leased area for the complete time period of each visit. The Director of Public Safety or Designee is authorized to consider individual cases which do not compromise the intent of this tariff item, violate federal or state laws, or increase risk.

JAXPORT retains the authority to modify how TWIC escorting is conducted and has final decision making authority on all matters related to JAXPORT security

Any JAXPORT Tenant operating with an approved 33 C.F.R. Part 105 security plan that desires to sponsor a third-party private TWIC Escort shall provide written authorization via JAXPORT Registration Form to the JAXPORT Manager of Access Control. The written authorization must include and establish a business purpose for entry into JAXPORT Restricted Access Areas. Regulated Tenant Facilities and or sponsored third party TWIC escort services assume responsibility and liability for any security breach occurring during escorts to and from the Tenant Facility’s leased area.

All authorized personnel conducting escorts of Non-Transportation Worker Identification Credential (TWIC) holders must be approved and identified by JAXPORT. JAXPORT reserves the right and authority to remove escorting privileges for any individual and or company operating on JAXPORT.

All authorized Third Party TWIC Escorts conducting cargo escorts of Non-Transportation Worker Identification Credentialed person(s) must meet the insurance requirements listed in Tariff 31-160.

TWIC Escort Service for Non-TWIC Holders	Charge
Escort Mon.-Fri. 7:00 a.m. until 6:00 p.m. 1 st hour	\$75.00 per hour
Escort Mon.-Fri. 7:00 a.m. until 6:00 p.m. after 1 st hour	\$50.00 per hour
Escort after 6:00 p.m. until 7:00 a.m. weekends, holidays	\$100.00 per hour
Escort Classifications	Charge
Class A: Tenant / JAXPORT Approved Custody Transfer	\$75.00
Class B: Preapproved Company Invoicing *	\$75.00 1 st hour / \$50 per hour thereafter; subject to \$100.00 per hour fee for escort after 6:00 p.m. until 7:00 a.m., weekends, holidays
Class C: Pay On Arrival – Mon.-Fri. 7:00 a.m. until 6:00 p.m. Subject to two hour minimum	Two hour minimum \$125.00; subject to \$50.00 fee per additional hour(s)
Escort(s) after 6:00 p.m. until 7:00 a.m. weekends, holidays Subject to two hour minimum	Two hour minimum \$200.00; subject to \$100.00 fee per additional hour(s)

***Note:** To establish company invoicing contact: Access Control Center at twicescort@jaxport.com (904) 357-3344 during normal business hours (Monday – Friday 7:30 a.m. – 4:30 p.m.)

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	<p>PAYMENT TYPES: Monday thru Friday - 7:00 a.m. – 6:00 p.m.</p> <ul style="list-style-type: none"> • Cashier’s Check / Money Order • Company Check / ComCheck • Credit Card / Debit Card <p>After Hours - 6:00 p.m. - 7:00 a.m. weekends, holidays</p> <ul style="list-style-type: none"> • Cashier’s Check / Money Order • Company Check / ComCheck
(DEF)	<p>31-300</p> <p><u>UNITIZED CARGO</u></p> <p>Unitized cargo is defined as units of cargo unitized or palletized and/or securely strapped or banded together as one unit permitting all handling of said cargo by mechanical equipment.</p>
(REG) (N)	<p>31-301</p> <p><u>VEHICLES ON FACILITIES</u></p> <p>It shall be prohibited for the owner or the driver of any automobile, truck, trailer or other vehicle, to allow same to remain parked on any wharf, apron or on the inside of any wharf, transit shed or warehouse, or any roadway on the Port facilities, for a longer period than is necessary to load or unload its cargo or its passengers. All parking will occur in designated areas only. Any vehicle in violation of this tariff item may be towed away and stored at the owner's expense. The Jacksonville Port Authority shall assume no responsibility for charges or damages for removal and/or storage. Vehicle will comply with all signage, traffic signals, traffic control officers, and Florida State Motor Vehicle Laws. Failure to comply may result in loss of driving privileges on JAXPORT and or other associated administrative penalties.</p>
(DEF)	<p>31-303</p> <p><u>VESSEL DEFINITION</u></p> <p>The term vessel, carrier or owner as used within this tariff shall be interchangeable with and include their respective authorized and/or contractual agent(s).</p>
(REG)	<p>31-305</p> <p><u>VESSEL TO VACATE</u></p> <p>JAXPORT may order any vessel to vacate any berth when JAXPORT deems that the continued presence of such vessels at such berth would be a potential hazard to the vessel, the berth, JAXPORT’s facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of JAXPORT’s facilities by others. Such situations include, but are not limited to, the following:</p>

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	<ul style="list-style-type: none"> • when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel a threat to the vessel and/or JAXPORT’s facilities; equipment or personnel; • when the berth is committed to others under a preferential berth arrangement or other agreement; • when the vessel's cargo or other items represent a hazard to other vessels, cargo, personnel or facilities; • when the vessel refuses to work continuously to completion of its loading and/or discharge (see rule 31-341); • when a vessel is performing shipyard type maintenance repair; or • for any other reason determined by the Terminal Director to protect the interests of JAXPORT. <p>JAXPORT shall provide written notice (administrative message, facsimile transmission, e-mail, etc.) to the steamship line and/or the vessel agent advising of the requirement to vacate. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time. If a vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by JAXPORT or others as a result of such failure to vacate. JAXPORT shall have the option, but not the duty, of moving the vessel to another location of its choosing, at the sole risk and expense of the vessel. If such movement occurs, the vessel shall hold JAXPORT harmless for any damages or liability it may incur as a result of such movement (see rule 31-015). Refusal to vacate may result in denial of future berthing privileges at JAXPORT facilities. For penalty charges, see rule 31-210.</p>
(DEF)	<p>31-310</p> <p><u>VOLUME RATES</u></p> <p>Defined as volume tonnage based on a given 12-month period.</p>
(CHG) (+)	<p>31-315</p> <p><u>WAREHOUSE/OFFICE SPACE RENTAL</u></p> <p>This item is subject to applicable Florida state sales taxes. Subject to availability, tenants may lease overflow/temporary warehouse space on a short term basis at \$10.95 per square foot annually, with a minimum charge of \$685.49 per 30-day rental or fraction thereof. Subject to availability, tenants may lease overflow/temporary office space on a short term basis at \$19.20 per square foot annually, with a minimum charge of \$685.49 per 30-day rental or fraction thereof.</p>
(CHG) (+)	<p>31-320</p> <p><u>WATER, PROVISION OF</u></p> <p>When requested, fresh water will be furnished to vessels during regular hours (see rule 31-240) at a charge of \$4.11 per short ton. Fresh water charges are subject to utility tax of 10% or as otherwise stipulated by the taxing authority.</p>
(CHG) (+)	<p>31-330</p> <p><u>WHARFAGE</u></p>

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Commodity	Charge*
Automobiles, new manufactured lots, per unit	5.51
Automobiles, other than new, per unit	9.54
Breakbulk Cargo (vessels 500 linear feet or less) not otherwise stated, except heavy lift	3.43
Breakbulk Cargo (vessels over 500 linear feet) not otherwise stated, except heavy lift	4.80
Bulk Cargo, dry granular cargo	2.74
Bulk Cargo, liquid (discharged directly into pipelines)	2.05
Bulk Cargo, not otherwise stated	2.74
Container Cargo (vessels 500 linear feet or less)	3.34
Container Cargo (vessels over 500 linear feet)	4.80
Empty containers, each	20.57
Heavy Lift (as defined in rule 31-145) Over 100,000 pounds but less than 300,000 pounds	8.24
Heavy Lift (as defined in rule 31-145) Over 300,000 pounds, plus JAXPORT project engineering cost if applicable	10.20
Livestock, per head	4.08
Mobile homes (wheeled), per unit	34.28
Other mobile units (wheeled), or accessories, except heavy lift cargo	9.34
Passengers embarking, disembarking, or on board vessel at arrival, per passenger	10.09

*Charge per 2,000 pound ton except as indicated

Watercraft	Charge
Not exceeding 16' in length, per boat	27.41
Over 16' but not over 24' in length, per boat	34.28
Over 24' but not over 28' in length, per boat	41.14
Over 28' but not over 35' in length, per boat	54.85
Over 35' but not over 60' in length, per boat	102.84
Over 60' in length, per linear foot	3.43

(DEF)

31-335

WHARFAGE, CONTAINERS

A charge for use of wharves assessed on the weight of the contents of the container. A wharfage charge will be assessed on empty containers handled on or off the vessel. See rule [31-330](#).

(REG)

(N)

31-337

WHARF OBSTUCTION

Stevedore's tools, appliances and equipment, vehicles, or any other material or object which is not part of the cargo will not be permitted to remain or be stored on the aprons wharves, wharf premises, driveways, roadways, or other locations that would hamper normal Port operations without approval. If it be ordered removed and is not removed, such material will be removed and stored at cost plus 30%.

(DEF)

31-340

WHARFAGE

Wharfage means the use of wharves in the receiving and delivering of cargo to ships, barges, or other watercraft while lying alongside the wharf properties of JAXPORT, including cargo received or delivered to barges, lighters, or other watercraft lying alongside of such vessels, or taken from or delivered to the water. One wharfage charge

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	is assessed against the vessel for each movement of cargo over the wharf. All cargo received on or off the terminal is due wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel. JAXPORT reserves the right to determine billing classification of all cargo. For wharfage charges by cargo type, see rule 31-330 .
(REG)	31-341 <u>WORK TO COMPLETION REQUIREMENT</u> Any vessel which is accepted for berthing at JAXPORT facilities may be required to work continuously to <u>earliest possible completion</u> when the berth assigned to the vessel is declared to be congested by the Terminal Director. Any additional incurred charges as a result of this rule will be for the vessel's account. Any vessel in berth which refuses to work continuously to completion shall be ordered to immediately vacate the berth (see rule 31-305) by the Terminal Director or his/her appointed designee. If a vessel loses its right to a berth by refusing to work continuously to completion, such vessel will forfeit its turn at the berth assigned and go to the bottom of the list of vessels that are assigned to the berth or terminal. Failure to vacate berth in accordance with this rule will subject vessel to penalty charges (see rule 31-305).

****END OF TARIFF # 2016****