Terminal Tariff 5-A

Containing Rates, Charges, Rules and Regulations Applicable to Facilities at the

PORT OF PENSACOLA

(An Enterprise Department of the City of Pensacola)

Originally Issued: September 15, 2005

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PORT OF PENSACOLA
TARIFF NO. 5-A
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Reference Federal Maritime Commission Carrier List FMC1
Marine Terminal Operator Organization #002049

THE PORT OF PENSACOLA

PORT TERMINAL TARIFF 5-A

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SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	**GULF SEAPORTS MARINE TERMINAL CONFERENCE** **(Effective: April 1, 2016)**
	GULF SEAPORTS MARINE TERMINAL CONFERENCE FEDERAL MARITIME COMMISSION AGREEMENT NO. 224-200163 APPROVED November 8, 1988 PARTICIPATING MEMBERS: 1. Board of Commissioners of the Port of New Orleans 2. Board of Commissioners of Lake Charles Harbor and Terminal District 3. Greater Baton Rouge Port Commission 4. Orange County Navigation and Port District, Orange, Texas 5. Mississippi State Port Authority at Gulfport 6. Board of Commissioners of the Port of Beaumont, Navigation District of Jefferson County, Texas 7. Port Commission of the Port of Houston Authority of Harris County, Texas 8. Board of Trustees of the Galveston Wharves 9. Alabama State Port Authority - Port of Mobile 10. South Louisiana Port Commission, LaPlace, Louisiana 11. Brownsville Navigation District of Cameron County, Texas 12. Port of Port Arthur Navigation District of Jefferson County, Texas 13. Tampa Port Authority 14. Port of Corpus Christi Authority 15. Panama City Port Authority 16. Port of Pensacola 17. Brazos River Harbor Navigation District, Freeport, Texas 18. Port of Pascagoula, Pascagoula, Mississippi 19. Manatee Port Authority 20. St. Bernard Port, Harbor and Terminal District Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations, adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation. **SHIPPER'S REQUESTS AND COMPLAINTS**: Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or

	complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting. Bill Inge, Conference Chairman c/o Alabama State Port Authority P.O. Box 1588 Mobile, AL 36633
102	**AGENT OR VESSEL AGENT** **(Effective: September 15, 2005)**
	The party or entity which submits the application for berth.
104	**APRON, APRON WHARF, WHARF APRON** **(Effective: September 15, 2005)**
	That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.
106	**ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL** **(Effective: September 15, 2005)**
	The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.
108	**BERTH** **(Effective: September 15, 2005)**
	The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.
110	**BONDED STORAGE** **(Effective: September 15, 2005)**
	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.
112	**CHECKING** **(Effective: September 15, 2005)**
	The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.
114	**CONTAINER** **(Effective: September 15, 2005)**
	A standard (I.S.O.) seagoing container 20 feet in length or over.
116	**DAY** **(Effective: September 15, 2005)**
	A consecutive 24-hour period or fraction thereof.
118	**DOCKAGE** **(Effective: September 15, 2005)**
	The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.
120	**END OF SHIP'S TACKLE** **(Effective: September 15, 2005)**

	Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.
121	**ESCORT** **(Effective: May 1, 2014)** An individual who has been issued a TWIC, who engages in escorting, as defined, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a Secure Restricted Area.
122	**ESCORTING** **(Effective: May 1, 2014)**
	Ensuring that the escorted individual is continuously accompanied while within a Secure Restricted area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those of which escorted access was granted.
123	**FREE TIME** **(Effective: September 15, 2005)**
	The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
124	**FREIGHT HANDLER** **(Effective: September 15, 2005)**
	As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.
126	**GRT/LOA** **(Effective: September 15, 2005)**
	Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.
128	**HANDLING** **(Effective: September 15, 2005)**
	The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
130	**HARBOR FEE** **(Effective: September 15, 2005)**
	The charge assessed against a vessel for use of the harbor and waterways of the port.
132	**HEAVY LIFT** **(Effective: September 15, 2005)**
	The service of providing heavy lift cranes or equipment for lifting cargo.
134	**HEAVY LIFT CARGO** **(Effective: September 15, 2005)**
	A single unit of cargo exceeding a weight of 75,000 pounds.
136	**LINER SERVICE**

	(Effective: September 15, 2005)
	Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.
138	**LOADING OR UNLOADING** **(Effective: September 15, 2005)**
	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.
140	**MARGINAL TRACKS** **(Effective: September 15, 2005)**
	Railroad tracks on the wharf apron within reach of ship's tackle.
142	**POINT OF REST** **(Effective: September 15, 2005)**
	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
144	**PORT DIRECTOR** **(Effective: September 15, 2005)**
	As used in this tariff, the term port director includes the port director's duly-authorized representative.
146	**PORT OF PENSACOLA** **(Effective: September 15, 2005)**
	As used in this tariff, the term Port of Pensacola includes, when applicable, the City of Pensacola as the port's parent agency and/or the Pensacola City Council as the ort's governing body.
148	**SAILING DATE; DATE OF SAILING; DEPARTURE DATE** **(Effective: September 15, 2005)**
	The date and time at which a vessel releases her final mooring line and is underway.
149	**SECURE RESTRICTED AREA** **(Effective May 1, 2014)**
	The area over which an owner/operator has implemented security measures for limited access and a higher degree of security protection.
150	**SHIPSIDE** **(Effective: September 15, 2005)**
	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
151	**STEVEDORE** **(Effective: September 15, 2005)**
	As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.

152	**STORAGE** **(Effective: September 15, 2005)**
	A charge assessed for providing storage in or upon designated areas of the wharves, transit sheds and terminal facilities owned or operated by the Port of Pensacola after expiration of free time.
154	**STORAGE PERIOD** **(Effective: September 15, 2005)**
	A period of storage based on each 30 days or fraction thereof unless otherwise specified.
156	**SWITCHING** **(Effective: September 15, 2005)**
	A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.
158	**TERMINAL STORAGE** **(Effective: September 15, 2005)**
	The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.
159	**TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)** **(Effective: September 15, 2005)**
	A government issued, biometric, photo identification card issued to qualified individuals only after a criminal background check has been completed. This card is required for any individual to gain unescorted authorized access to the secure areas of a vessel or facility regulated by 33 CFR 101-105.
160	**TON** **(Effective: September 15, 2005)**
	Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.
162	**UNITIZED CARGO** **(Effective: September 15, 2005)**
	Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.
164	**USER** **(Effective: September 15, 2005)**
	A user of the terminal facilities owned, leased, and/or controlled by the Port of Pensacola shall include any vessel, consignor, consignee, beneficial owner of cargo , stevedore firm, or other person: (1) who uses any Port of Pensacola properties, facilities or equipment; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Pensacola at the port; or (3) who owns or has custody of cargo moving over the port.
166	**VESSEL** **(Effective: September 15, 2005)**
	Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.

168	**VOLUME RATES** **(Effective: September 15, 2005)**
	Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.
170	**WHARF OR WHARVES** **(Effective: September 15, 2005)**
	Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.
172	**WHARF DEMURRAGE** **(Effective: September 15, 2005)**
	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free-time unless arrangements have been made for storage.
174	**WHARFAGE** **(Effective: September 15, 2005)**
	A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.

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190	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF (Effective: September 15, 2005)	
	$	Dollars
	%	Percent
	BBL	Barrel
	(C)	Change in wording resulting in neither an increase nor reduction in charges
	Cont'd	Continued
	Cu. Ft.	Cubic feet
	CWT	Hundredweight
	DHS	U.S. Department of Homeland Security
	ETA	Estimated time of arrival
	ETD	Estimated time of departure
	FMC	Federal Maritime Commission
	FTZ	Foreign Trade Zone
	GRT	Gross registered ton
	GSMTC	Rate Adopted in Accordance with Official Action of the Gulf Seaports Marine Terminals Conference
	(I)	Increase in rate
	ISO	International Standardization Organization
	LBS	Pounds
	LOA	Length overall
	MIN	Minimum
	MISC	Miscellaneous
	MFB	Thousand board feet
	MT	Metric ton
	(N)	New item or addition
	NO	Number
	NOS	Not otherwise specified
	O/T	Other than
	(R)	Reduction in rate
	SFTB	Southern Freight Traffic Bureau
	Sq. Ft.	Square Feet
	UFC	Uniform freight classification
	USCG	United States Coast Guard
	Wt.	Weight

192	METRIC CONVERSION TABLES (Effective: September 15, 2005)		
	TO FIND	**GIVEN**	**MULTIPLY**
	Short Tons	Metric Tons	Metric Tons by 1.102
	Metric Tons	Long Tons	Long Tons by 1.016
	Long Tons	Metric Tons	Metric Tons by 0.984
	Kilos	Pounds	Pounds by 0.4536
	Pounds	Kilos	Kilos by 2.2046
	Cubic Meters	Measurement Tons	Tons by 1.133
	Measurement Tons	Cubic Meters	Cubic Meters by 0.883
	MFB's	Cubic Meters	Cubic Meters by 0.424

194	METRIC EQUIVALENTS (Effective: May 1, 2014)	
	Measure	**Metric Equivalent**
	1 Pound	0.4536 Kilograms
	1 CWT (US - 100 Pounds)	45.359 Kilograms or 0.04536 Metric Tons
	1 CWT (British - 112 Pounds)	50.802 Kilograms or 0.0508 Metric Tons
	1 Ton of 2000 Pounds	907.2 Kilograms
	2 Metric Ton	1,000 Kilograms
	1 Inch	2.54 Centimeters
	1 Foot	0.3048 Meters
	1 Yard	0.9144 Meters
	1 Cubic Foot	0.0283168 Cubic Meters
	40 Cubic Feet	113.27 Cubic Meters
	1 Bushel Grain	27.216 Kilos
	1 Barrel (US - 42 Gallons)	158.987 Liters
	Measure	**English Equivalent**
	1 Kilogram	2.2046 Pounds
	1000 Kilograms	2204.6 Pounds or 1.1023 Short Tons
	1 Centimeter	0.3937 Inches
	1 Meter	39.37 Inches
	1 Cubic Meter	35.314 Cubic Feet
	1,000 Feet, Board Measure	83.333 Cubic Feet
	1 Cubic Meter	423.792 Feet, Board Measure

SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a	**ACCESS - TO HARBOR** **(Effective: September 15, 2005)**
	Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Pensacola when, in his discretion, such refusal shall be in the best interest of the Port of Pensacola.
200b	**ACCESS - TO PORT PROPERTY** **(Effective: May 1, 2014)**
	The Port of Pensacola is designated as a "Secure Restricted Area," which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad right-of-ways, and roadways which are owned, controlled or operated by the Port. In effect, the "Restricted Area" is all property south of the main entrance to the port located on Barracks Street. Access Control Policies for the Port of Pensacola are developed in accordance with federal guidelines, and any amendments to these laws. The Port of Pensacola Seaport Security Plan establishes all guidelines for access to the "Secure Restricted Area." This plan is maintained by the Seaport Security Administrator. All STEVEDORES, FREIGHT HANDLERS, INDUSTRIAL VENDORS, PEDDLERS, CASUAL VENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan. "Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and, construction contractors. It shall be unlawful for any person or firm to conduct or carry on any business activity on Port of Pensacola property without first obtaining the necessary licenses from the City of Pensacola. **TWIC & TWIC ESCORT POLICY:** In accordance with U.S. Coast Guard regulation 33 CFR 101.514, all persons requiring unescorted access to secure restricted areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Pensacola facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Administration Office. Escorts by Port of Pensacola personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of $50.00 per hour (or part) with a minimum charge of $50.00 per individual escort. The Port of Pensacola makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.

Only checks, cash, or money orders are acceptable payment methods (billing/invoicing is not authorized).

RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS AND DAMAGE TO PERSONAL PROPERTY:

Except for personal injury, death or loss and damage to personal property caused by its own liability, the Port of Pensacola will not be responsible for personal injury, death or loss and damage to personal property of persons granted permission to enter upon Port property as provided in this ITEM. Persons who are granted permission to enter upon Port property as provided in this ITEM agree to defend, indemnify and save harmless the Port of Pensacola from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorney's fees, incident to or resulting from their entry upon Port of Pensacola property.

OPERATION OF MOTOR VEHICLES ON PORT PROPERTY:

Vehicular Access Control procedures are outlined in the Port of Pensacola Seaport Security Plan, which is maintained by the Seaport Security Administrator.

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property. The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at owner's' expense.

Certain areas have been or may be designated for parking and are or will be so marked. Automobiles or other vehicles must park in these areas.

No owner or driver of any automobile, truck, trailer or other vehicle shall allow same to remain parked on any wharf, apron or dock, parking lot or in any approach to same, for a period longer than reasonably necessary to load or unload cargo or passengers.

No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Port Director.

SEARCHES:

All vehicles entering the Port are subject to search.

ENTERING the Port: If the driver of a vehicle refuses to permit a search, access will be denied.

EXITING the Port: If the driver of a vehicle refuses to permit a search, local law enforcement will respond and conduct the search. The individual will also be placed on the “Revocation Roster” and banned from accessing the Port for a time specified by the Port Director.

PROHIBITED ITEMS:

	Except as otherwise provided herein, all persons entering upon Port property may not be in possession of the following items, for whatever reason, while on Port property: firearms of any type, or any other items considered to be dangerous weapons; alcoholic beverages; illegal drugs, narcotics or illegal controlled substances. Persons found to be in possession of any of these restricted items may be subject to arrest and/or the prohibited items confiscated by proper authority. EXCEPTIONS: • FIREARMS: Port security personnel, civil law enforcement personnel and federal government personnel required to carry firearms in the official performance of their duties may do so while on Port property. • ALCOHOLIC BEVERAGES: With regard to the respective definitions provided by Florida Statutes, Chapter(s) 561.01 and 561.02. Vessel crewmembers are authorized to bring alcoholic beverages aboard the respective vessel, provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization to the Port Director, or designee.
200c	**ACCESS - TO RECORDS** **(Effective: September 15, 2005)**
	All users of the Port of Pensacola facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than a member of the Port of Pensacola or its staff in carrying out official duties.
201	**ADMINISTRATION** **(Effective: September 15, 2005)**
	The administration, operation, maintenance and development of the Port of Pensacola are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.
202	**ANCHORAGE** **(Effective: September 15, 2005)**
	Pensacola Bay offers a safe natural harbor with good holding ground.
203	**ANCHORAGE, TURNING BASIN AND CHANNEL** **(Effective: September 15, 2005)**
	No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel in the Port of Pensacola, except in cases of emergency.
205	**BERTH ASSIGNMENTS** **(Effective: May 1, 2014)**
	No vessel (vessels in duress or distress accepted) shall enter the Port of Pensacola without having first made assignment and without such assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of freight, if any, to be loaded or discharged. The Berth Application Request should be made in as far advance as practical, but not less than 72 hours prior to the time of docking. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA).

	The Port of Pensacola requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Pensacola. As part of its application for berth, the vessel, its owners or agents shall advise the Port of Pensacola of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with regard to such coverage. Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth. All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis. At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges. Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign agent's fee in the amount of $150.00 for each 30-day period, in addition to the dockage charge. Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities. The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition. No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements. ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.
206	**BONDED STORAGE** **(Effective: September 15, 2005)**
	Bonded storage can be made available at the Port of Pensacola through prior arrangement with the Port Director.
208a	**CARGO- ARRIVING AT THE PORT OR DEPARTING FROM THE PORT IN RAILCARS** **(Effective: September 15, 2005)**
	Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Pensacola, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Pensacola by rail.

	If upon arrival at the Port, there is insufficient space in the Port facilities to handle the cars, or for other reasons the receipt of such railcars will interfere with Port operations, the railcars shall be held at the terminating rail carrier's rail yard subject to demurrage payable by the shipper/consignee/vessel or agent thereof. Railcars with cargo arriving at the Port before the scheduled arrival date, as supplied by the shipper or consignee, will be handled on a space-available basis only. The Port of Pensacola reserves the right and privilege to hold such railcars out of the Port until the scheduled arrival date, with all demurrage for the account of the shipper/consignee. It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Pensacola and for loading/unloading of cargo (freight handling) with their designated freight handler prior to shipping of cargo.
208b	**CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING** **(Effective: September 15, 2005)**
	The Port of Pensacola does not engage in the warehouse/storage business. Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Pensacola. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Pensacola terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference ITEM 209).
208c	**CARGO- HANDLING, RECEIPT AND DELIVERY** **(Effective: September 15, 2005)**
	Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pick up for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Pensacola and selected by the shipper, consignee or vessel. Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those published in this Tariff may be negotiated with the designated freight handler. As per the provisions of ITEM 246 (5), billing for freight handling charges will be the responsibility of the general-license freight handler. Only the Port may shunt railcars (switch cars after initial placement by rail carrier and before pickup by rail carrier for removal from Port) within Port facilities. See ITEM 426 for governing terms and charges. Shippers, consignees and freight handlers may not shunt railcars within Port facilities.
208d	**CARGO – HEAVY LIFT** **(Effective: September 15, 2005)**

	Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.
208e	**CARGO – NON-WATERBORNE** **(Effective: September 15, 2005)**
	Cargo delivered to the Port of Pensacola by any means of conveyance other than waterborne transportation and placed in or on Port of Pensacola-owned or operated land or facilities which are not re-shipped from the Port of Pensacola by waterborne transportation will be assessed wharfage, handling and storage charges. No free time will be allowed and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director. The storage charge for non-waterborne cargo is $1.20 per ton per day.
208f	**CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT** **(Effective: September 15, 2005)**
	Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.
208g	**CARGO - RESPONSIBILITY FOR** **(Effective: September 15, 2005)**
	Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner's agents and/or shipper/consignee/supplier. Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.
208h	**CARGO – SCHEDULING MOVEMENT THROUGH THE PORT** **(Effective: September 15, 2005)**
	All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is "scheduled" when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port (see ITEM 208a). No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a "care-of" agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met.

	All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney's fees and court costs.
208i	**CARGO - DISPOSITION OF UNDELIVERED** **(Effective: September 15, 2005)**
	The Port of Pensacola shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Pensacola reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Pensacola shall: 1. Give notice by registered or certified mail to the person last known by the Port of Pensacola to claim an interest in the cargo, goods, or other personal property. a. Said notice shall include a description of the goods, a statement of the claim, and a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period. 2. Satisfy its lien from the proceeds of the sale.
209	**CARGO STATEMENT REQUIRED** **(Effective: September 15, 2005)**
	The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Pensacola within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Pensacola may require such other information and data or documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.
210	**CARGO STATEMENT/SHIPS' MANIFESTS** **(Effective: May 1, 2014)**
	All users of Port of Pensacola facilities including but not limited to steamship agents, steamship lines, shippers, stevedores, freight handlers, barge lines, importers, exporters, and/or their agents or assignees, shall, upon arrival (Import)*, or not later than 10 working days (Export) after departure, furnish the Port of Pensacola with (1) a manifest, and (2) a Load List (Export Only – must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) or (3) a Cargo Discharge Receipt (Import Only - must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) containing data sufficient to assure the correct assessment of charges and information necessary to maintain statistical records. At a minimum, submitted documents must include a description of the cargo; weight, board feet or number of units, whichever is applicable; shipper or consignee details (exports); receiver or consignee details (imports); and any and all other information the Port of Pensacola deems necessary. * AMS Manifest does not substitute this requirement.
211	**CHANGE OF LOCATION OF VESSELS**

	(Effective: September 15, 2005)
	Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.
212	**CHANGE OF OWNERSHIP** **(Effective: September 15, 2005)**
	The Port of Pensacola reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Pensacola for the purpose of invoicing a new owner. All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.
213	**COLLISION** **(Effective: May 1, 2014)**
	In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock, pier, or any structure owned by the Port of Pensacola, written report of such collision or grounding, shall within twenty-four hours, be furnished to the Port Director separately by the pilot and the master, owner or agent of said vessel, provided that in the case of a minor collision where a vessel is underway and proceeding to the open seas, there being no need of repair to Port facilities, vessel (s) or environmental resources, said report may be mailed by the master of such vessel from the next port which it enters, and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.
214	**COMPLIANCE WITH GOVERNMENTAL REGULATIONS** **(Effective: September 15, 2005)**
	All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Pensacola or the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Pensacola shall be imposed uniformly against all businesses or industries located or providing services at the Port of Pensacola. If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.
215	**CRANE OPERATIONS ON PORT PROPERTY** **(Effective: September 15, 2005)**
	Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director.

	Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards. Except as may be caused by the Port's own negligence, the Port of Pensacola shall not be responsible for any damages occasioned as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of ITEM 265b, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.
218	**DELIVERY ORDERS** **(Effective: September 15, 2005)**
	All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Pensacola. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.
219	**DEMURRAGE OR DETENTION** **(Effective: September 15, 2005)**
	The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks. Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney's fees and court costs, caused by or arising out of such parties' ordering and/or scheduling of vessels and railcars. Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).
220	**DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER** **(Effective: September 15, 2005)**
	No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Pensacola, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction. Vessels discharging pollutants into the waters of the Port of Pensacola will be reported to the Florida Marine Patrol and U.S. Coast Guard. All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharge.

Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Pensacola. Any penalties imposed by the United States of America or the State of Florida upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law.

All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment.

Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.

221a **DOCKAGE - BASIS OF CHARGES**
(Effective: September 15, 2005)

1. Dockage shall be based on the overall length of the vessel as shown in LLOYD's REGISTER. If length is not shown in LLOYD's REGISTER the ship's Certificate of Registry showing length of vessel will be accepted.

2. Vessels for which the overall length is not available in either LLOYD's REGISTER or the Certificate of Registry named in Paragraph 1 of this ITEM, shall be measured at the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel.

3. In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions:

    a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure.

4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge.

5. Dockage rates are assessed each 24-hour period or fraction thereof.

6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.

221b **DOCKAGE – DURATION**
(Effective: September 15, 2005)

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.

221c **DOCKAGE – UNAUTHORIZED**
(Effective: September 15, 2005)

Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to 3 times the published rate.

	Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.
221d	**DOCKAGE – VESSELS EXEMPT FROM** **(Effective: September 15, 2005)**
	At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.
222	**DOCK RECEIPTS** **(Effective: September 15, 2005)**
	At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move. The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Pensacola at the close of each business day.
224	**EMERGENCY SHIP MOVEMENT POLICY** **(Effective: September 15, 2005)**
	TO MASTERS, PILOTS, TOWBOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES: 1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel. 2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the US Coast Guard, Florida Marine Patrol and the Port Director. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock. 3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of: • A severe petroleum or chemical spill; • Fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities; • Vessel in jeopardy due to conditions on shore; 4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames. 5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8mc) for emergency calls.

6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect live and property (reference ITEM 288d).

225 ENVIRONMENTAL MATTERS
(Effective: October 20, 2009)

All persons and entities in possession of facilities at the Port of Pensacola pursuant to an agreement, lease, license or other arrangement with the Port or otherwise using the Port facilities shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy and operation of said facilities. All such persons and entities shall furnish to the Port Director or his designee at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. All such persons and entities are prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of said facilities or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits. All such persons and entities that violate this prohibition shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits.

NATIONAL RESPONSE CENTER (NRC):
(Effective May 1, 2014)

Oil and chemical spills entering or having the potential to enter navigable waters must be reported immediately to the NRC. Users are responsible for notifying the NRC of unauthorized releases and providing the Port's Spill Response Coordinator (SRC) with a copy of the incident report within 24 hours. The phone number for the NRC is: 1-800-424-8802.

226a FACILITIES – BERTHING
(Effective: February 15, 2009)

The Port of Pensacola has 2,570 linear feet of berthing facilities as follows:

Berth #	Depth	Length	Apron	Rail	Use
1	33'	540'	100'	Yes	All Purpose
2	33'	398'	Open	Yes	All Purpose
3	33'	344.5'	Open	Yes	All Purpose
5	33'	507.5'	50'	Yes	General Cargo
6	33'	580'	50'	Yes	General Cargo
7	16'	200'	0	No	Dockage

226b FACILITIES – BUNKERING
(Effective: September 15, 2005)

	None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.
226c	**FACILITIES – DAMAGE TO** **(Effective: May 1, 2014)**
	All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to immediately notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within 3 working days. The Port of Pensacola will acknowledge the reported damages in writing. Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken as expeditiously as possible with the prior approval of the Port Director. Responsible parties will be given up to thirty (30) calendar days from the date the damage occurred to initiate required repairs, after which the Port of Pensacola reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damages to the facilities will result in the cost of repairs of such damages plus 50%. Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Pensacola, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Pensacola shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.
226d	**FACILITIES – SPACE ASSIGNMENTS** **(Effective: May 1, 2014)**
	The Port Director has the authority to grant nonexclusive space assignments for use of harbor lands to assignees on the following terms and conditions. Space assignments are granted on the Port's standard space assignment forms and shall describe the area granted. Leased areas are excluded from Space assignment requests. See **ITEM 243** for Lease Information. Short Term Operating Agreements (STOA's) may be exempt from the minimum charge and negotiated with the Port Director, but the Space Assignment Request must still be on file with Port Operations. General license stevedores shall be required to submit the required space assignment forms for allocation of space to their transient cargo operations. However, transient cargo evoking free time shall not be eligible for the space assignment rates noted below and shall, instead, be subject to Storage Charges as outlined in **ITEM 436b** after expiration of free time. Space assignments will be issued in thirty (30) day periods. Upon application and if conditions and circumstances warrant, one or more renewals for an additional thirty (30) days or longer or shorter period may be granted.

If a space assignment exceeds 30 days or is revoked by the Port Director, charges will be prorated on a daily basis.

Charges for space assignments are:

Type of Area	Cents per Sq. Ft. (Per 30-day Period)
Covered Area - On Dock	$ 0.40
Covered Area - Off Dock	$ 0.30
Uncovered Area	$ 0.20
Minimum Charge	$360.00

All other applicable tariff charges shall also be paid. Charges shall begin to accrue on the day the space assignment is made available for assignee's occupancy.

Property placed in a space assignment area shall be stored, stacked, palletized, or high piled in accordance with customary and operational safety procedures. The Port Director has the right to examine and review all property placed on Port premises under a space assignment.

The grant of such assignment shall not interfere with the prompt loading or unloading of vessels.

226e **FACILITIES - TRANSIT CARGO SHEDS**
(Effective: May 1, 2014)

The Port of Pensacola own 412,000 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to ITEM 208b and to space availability based on prior commitments, the Port of Pensacola assigns general cargo moving through the Port to storage facilities on a first-come-first-served basis.

Facility	Sq. Ft.
Warehouse No. 1	72,000 sq. ft. (leased)
Warehouse No. 4	45,000 sq. ft.
Warehouse No. 5	72,000 sq. ft.
Warehouse No. 6	90,000 sq. ft. (leased)
Warehouse No. 8	83,000 sq. ft.
Warehouse No. 9	40,000 sq. ft. (leased)

228a **FREE TIME - COMPUTATION OF**
(Effective: May 1, 2014)

The free time allowed for assembling export shipments shall commence at 0700 hours on the day after said cargo or each portion thereof (i.e. each truck or railcar) is received at the terminal facility and it shall terminate at 1859 hours on the final day of free time allowed.

The free time allowed for removal of import shipments shall commence at 0700 hours on the day following the day the vessel completes discharging and it shall terminate at 1859 hours on the final day of free time allowed.

The Port Director reserves the right to grant extensions of free time to regular and/or high volume shippers on a case-by-case basis when space availability permits.

The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference ITEM 208i for additional information).

228b **FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF**
(Effective: September 15, 2005)

Cargo remaining on terminal premises after the expiration of free time (reference ITEM 228a, 228c and 228d) and cargo shut out at clearance of vessel from berth (reference ITEM 271) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier.

All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.

228c **FREE TIME**
(Effective: May 1, 2014)

Except as otherwise provided, the free time allowed for assembling export cargo shipments or removing import cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows:

Shipment Type	No. Days
Exports	30
Imports	30
Transshipment	30

Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner.

NOTE: Shipments handled direct from shipside to railcars or trucks, or vice versa, shall not be entitled to free time.

NOTE: Shipments not properly booked with the Port Director in advance in accordance with ITEM 209 shall not be entitled to free time specified herein.

NOTE: No free time is allowed for cargo in railcars on demurrage. Storage charges for cargo in railcars on demurrage are:

Storage Charge	Measurement	Length of Time

	$0.02	CWT	per day for first 4 days
	$0.03	CWT	per day for succeeding 2 days
	$0.06	CWT	per day thereafter

228d **FREE TIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION**
(Effective: September 15, 2005)

In the event of a work stoppage that prevents the loading and/or unloading of vessels, the following will apply:

1. Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends.
2. Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges.
3. Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage.
4. When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper.

The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.

228e **FREE TIME – NON WATERBORNE CARGO**
(Effective: May 1, 2014)

Per ITEM 208e, **no** free time is allowed on non-waterborne cargo and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.

230 **FUMIGATION REQUIREMENT**
(Effective: September 15, 2005)

Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds.

All expense of fumigation will be for the account of the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo.

If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo for the cost therefore.

232 **GENERAL RESTRICTIONS AND LIMITATIONS**
(Effective: September 15, 2005)

Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.

233 **GROUND RUBBER TIRE ADDITIVES**
(Effective: September 15, 2005)

	The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.
234	**GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES** **(Effective: September 15, 2005)**
	Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations. The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosive, ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.
235	**HARBOR CHANNEL** **(Effective: September 15, 2005)**
	The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.
236	**HARBOR SAFETY** **(Effective: September 15, 2005)**
	1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry of departure in consideration of weather conditions, tidal stage, vessel equipment and time of day. 2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola jurisdictional area without the authorization of the Port Director or his duly-authorized representative. 3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations. 4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan. Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended in 1990.
237	**HOLIDAYS – LIST OF** **(Effective: September 15, 2005)**
	When reference is made in this Tariff to "legal holidays," it means the following days:

	Holidays – 9 Total	
	New Year's Day	Veteran's Day
	Martin Luther King's Birthday	Thanksgiving Day
	Memorial Day	Friday after Thanksgiving
	Fourth of July	Christmas Day
	Labor Day	
	When any of the above referenced holidays fall on a Sunday, it will be observed on the Monday following. Work on these holidays is by special arrangement only. Other holidays may be observed by the stevedoring companies but are not necessarily observed by the Port of Pensacola.	
239	**INTRACOASTAL WATERWAY** **(Effective: September 15, 2005)**	
	The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.	
240	**INDEMNIFICATION AND HOLD HARMLESS** **(Effective: September 15, 2005)**	
	All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, property damage, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely out of the negligence of the User or not. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance. The user agrees to pay on behalf of the Port, as well as provide a legal defense for the Port, both of which will be done only if and when requested by the Port, for all claims as described in the above paragraph. Such payment on the behalf of the Port shall be in addition to any and all other legal remedies available to the Port and shall not be considered to be the Port's exclusive remedy. Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).	
241a	**INSURANCE** **(Effective January 1, 2015) (C) (R)**	
	All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto of $1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy	

	must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Worker's Compensation must be provided as legally required and must include Employers Liability coverage of at least $100,000 each person-accident, $100,000 each person-disease, $500,000 aggregate-disease. At the option of the City, coverage must be included for the Longshore and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Pensacola shall be named on each commercial general liability certificate as an Additional Insured. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be **deleted** or **crossed out** by the insurance carrier or the insurance carrier's agent or employee. The User shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the User shall, upon instructions of the City, cease all operations on terminal facilities or other port-owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola Department of Risk Management Post Office Box 12910 Pensacola, FL 32521-0063
241b	**INSURANCE – CARGO** **(Effective: September 15, 2005)**
	The Port of Pensacola does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.
241c	**INSURANCE - STEVEDORES AND FREIGHT HANDLERS** **(Effective: September 15, 2005)**
	Each stevedoring company or freight handler filing an application for a Stevedore License or Freight Handling Permit with the Port of Pensacola, in accordance with ITEM 276, shall furnish with such application evidence of insurance as described in ITEM 241a and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in Appendix A of this Tariff.
242	**INVENTORY, REQUIREMENTS FOR** **(Effective: May 1, 2014)**
	Each Freight Handling Licensee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Licensees shall submit said inventory reports to the Cargo Operations Superintendent no later than the fifth (5th) day of the following month. An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:

1. Shipper name;
2. Commodity;
3. Date received;
4. Quantity on hand;
5. Type units;
6. Weight in pounds (board feet for export lumber);
7. Service Order #, mark, or other identifier; and
8. Location;

An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:

1. Vessel name with arrival date;
2. Shipper and/or Receiver name;
3. Commodity;
4. Quantity on hand;
5. Type units;
6. Weight in pounds (board feet for export lumber);
7. Bill of Lading #, mark, or other identifier; and
8. Location;

For all cargo sold or released to other parties, the Permittee must identify:

1. The receiving Permittee;
2. The party responsible for payment of the Authority's charges;
3. A copy of the release instructions from the original shipper;

All shippers will be billed storage charges for cargoes remaining in inventory beyond the allotted FREE TIME based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted as described.

243 LEASING OF REAL PROPERTY
(Effective: September 15, 2005)

Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the with the most recent land appraisals. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director.

Leases do not provide for paving, electricity, water, housekeeping services, maintenance, or other improvements to the area rented. These items may be provided for within the individual lease.

All requests to lease space should be directed to the Port Director.

244 LESSEES' AND RENTERS' RESPONSIBILITY
(Effective: September 15, 2005)

When equipment is rented or leased to others by the Port of Pensacola, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee

shall be 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 said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Pensacola, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Pensacola with reference to such matters.

245 LIABILITY: EXCULPATORY PROVISION
(Effective: September 15, 2005)

No provision or sub-rule in this tariff shall relieve or limit the PORT OF PENSACOLA from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Pensacola from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).

246 LIABILITY AND PAYMENT OF CHARGES
(Effective: September 15, 2005)

1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff.

2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Pensacola reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid.

3. The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or attachment of any cargo by court order will not relieve or diminish the responsibility of the party booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.

4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.

5. All handling charges will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in **ITEM 222** of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this **ITEM 246**. If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more

days, the port reserves the right to bill and receive payment for all handling charges and remit any amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.

6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.

7. The Port of Pensacola reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.

8. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.

9. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's or Certified Check of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.

10. The Port of Pensacola reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.

11. The Port of Pensacola reserves the right to estimate and collect in advance all charges which may accrue against vessels or cargo utilizing Port facilities.

12. Issued pursuant to agreement of Gulf Port members of the GULF SEAPORTS MARINE TERMINAL CONFERENCE. Refer to ITEM 100 for further details of the CONFERENCE and its members.

247 LOCATION
(Effective: September 15, 2005)

The Port of Pensacola is situated on the Gulf of Mexico and is located generally at latitude 30 degrees, 24 minutes north, longitude 87 degrees, 13 minutes west.

248 LOITERING ON PREMISES
(Effective: September 15, 2005)

It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Pensacola. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.

249 LOSS CONTROL AND SAFETY
(Effective: September 15, 2005)

All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities

shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

252 MINIMUM BILLING CHARGES
(Effective: September 15, 2005)

Billing Item(s)	Minimum Charge
Dockage, per vessel	$30.00
Wharfage, per shipment	$20.00
Handling, per shipment	$15.00
Shore Power, per vessel	$25.00
Storage, per invoice	$15.00
Water, per vessel	$45.00
Electric Current, per connection	$ 5.00
All Other Charges	$15.00

253 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
(Effective: October 20, 2009)

All tenants and users shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The Port and Tenants are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as "co-located permittee", and the Port shall submit the required Notice of Intent (NOI) to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plan (SWPPP) to the Tenants and users. The Port Administrative Office maintains copies of the most current SWPPP for Tenants. All Tenants and users are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing Tenant and user employees of the SWPPP contents and Tenant and user responsibilities there under. The Port of Pensacola has control over the establishment and implementation of all policies relating to storm water activates associated with port docks and tenant areas, including leased premises. All tenants and users shall comply with the most current version of the SWPPP and with the most current Best Management Practices (BMP) applicable to their facilities and operations contained in the document entitled "Port Pensacola BMP's for Potential Pollutant Sources", copies of which are available from the Port Manager.

254 NORMAL WORKING HOURS
(Effective: September 15, 2005)

The normal working hours of the Port of Pensacola are from 0800 hours to 1200 hours and 1300 hours to 1700 hours, Monday through Friday, holidays excepted.

Cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference ITEM 284).

Cargo services performed by the freight handler during other than normal working hours, holidays excepted, will be assessed 165% of the applicable charge provided for in SECTION III or the applicable schedule of rates provided for in ITEM 430 of this Tariff, whichever is greater. When such services are performed by the Port during holiday hours (reference ITEM 237) they will be assessed 250% of the applicable charge provided in SECTION III or the applicable schedule of rates provided in ITEM 430 of this Tariff, whichever is greater, when such service is performed on request.

256 OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL (Effective January 1, 2015) (C)

Under the provision of ANNEX I of the INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Pensacola for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986.

The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Pensacola but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port of Pensacola. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR 154.156).

OILY WASTE RECEPTION FACILITIES:	
Aaron Oil	**Oil Recovery Company Inc.**
713 Bill Miles Road	**1101 S. Conception Street**
Saraland, AL 36571	**Mobile, AL 36603**
PHONE: 251-479-1616	**PHONE: 251-690-9010**

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR **SHIP'S GARBAGE** and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of victual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Pensacola, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for berth at any facility of the Port of Pensacola shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Pensacola and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Pensacola but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

SHIP'S REGULATED FOOD WASTE FACILITY:	GENERAL GARBAGE FACILITY:
Dockside Services Inc.	**Waste Pro**
2910 North Palafox Street	**401 West Burgess Road**
Mobile, AL 36633	**Pensacola, FL 32503**
PHONE: 251-438-2362	**PHONE: 850-474-0800**

258 **PALLET RENTAL AND USAGE**
(Effective: September 15, 2005)

As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference ITEM 164) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.

259 **PERMIT AND FRANCHISE FEES**
(Effective: September 15, 2005)

Except as published in ITEMS 404a and 404b, the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain an Occupational License issued by the City of Pensacola before engaging in any activity at the Port.

260 **PILOT SERVICE**
(Effective: October 20, 2009)

PENSACOLA BAY PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:

Pilot Service	Pilot Name	Phone No.
Pensacola Bay Pilots	Capt. Brian McGee	850-481-4222

261 **POTABLE WATER**
(Effective: September 15, 2005)

	All berths have or are accessible to pipeline hose connections for potable water (ITEM 440).
262	**PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES (Effective: September 15, 2005)**
	Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.
264	**RADIO EQUIPMENT (Effective: September 15, 2005)**
	The following radio channels are designated for radio communication at the Port of Pensacola:

Radio Channel	Use
Channel 10	Commercial
Channel 12	Port Operations
Channel 14	Port Operations
Channel 16	International Distress, Safety & Calling

265a	**RAILCARS - DOOR WIDTHS (Effective: September 15, 2005)**
	Railcars with less than 7'6" door openings will be assessed the published handling rate **plus 25%.**
265b	**RAILCARS - PLACING, LOADING AND UNLOADING (Effective: September 15, 2005)**
	Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.
266	**RAILROADS (Effective: September 15, 2005)**
	The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.
267	**REQUIREMENT TO WORK OVERTIME (Effective: September 15, 2005)**
	Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director. Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit-shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be for the account of the vessel and the Port shall not be liable for any costs associated therewith. *Excluding meal periods.

	ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.
268	**RESPONSIBILITY FOR LOSS OR DAMAGE** **(Effective: September 15, 2005)**
	Except for its own proven negligence, the Port of Pensacola will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.
269	**RIGHT TO REFUSE CARGO** **(Effective: September 15, 2005)**
	The Port of Pensacola reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load: 1. Cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier; or 2. Cargo deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment. Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Pensacola is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Pensacola. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation. 1. Cargo, the value of which may be determined to be less than the probable terminal charges; 2. Cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Pensacola; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.
270	**SHIPPERS REQUESTS AND COMPLAINTS** **(Effective: September 15, 2005)**
	Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Pensacola as follows: PORT OF PENSACOLA ATTN: Office of the Port Director

	Post Office Box 889 Pensacola FL 32594-0889
271	**SHUT-OUT CARGO** **(Effective: September 15, 2005)**
	The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference ITEM 228b).
272	**SIGNS** **(Effective: October 20, 2009)**
	Any signage erected on Port property must be approved in advance by the Port Director or his designee and must comply with any and all locale sign ordinances and regulations.
273	**SMOKING** **(Effective: September 15, 2005)**
	It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Pensacola, the Pensacola Fire Department or the United States Coast Guard.
274	**SPECIAL SERVICES** **(Effective: September 15, 2005)**
	Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.
275	**STEVEDORES, FREIGHT HANDLERS AND STEAMSHIP AGENTS** **(Effective: May 1, 2014)**
	The Port of Pensacola requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-licensed and authorized by the Port of Pensacola to perform such activities. The Port of Pensacola does not perform or arrange for any loading or unloading of cargo at the Port. All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.

Licensed Stevedore/Freight Handlers
PATE STEVEDORE COMPANY (General Cargo License)
720A South Barracks Street
Pensacola, FL 32575
Phone: 850-438-3648 / Fax: 850-438-5214
Email: ops@patestevedore.com

Participating steamship agents are as follows:

Steamship Agents	
AZTEC MARITIME SERVICE, INC. 303 Saint Louis St. Mobile, AL 36602 Phone: 251-432-7273 Email: ops@aztecmaritime.com	**LOTT SHIPPING AGENCY, INC.** 259 Conception St. Mobile, AL 36601 Phone: 251-433-1621 Email: operations@lottship.com
BIEHL & COMPANY 118 N. Royal St. Suite 705 Mobile, AL 36602 Phone: 251-432-1605 Email: ops-mobile@biehlco.com	**MARITIME ENDEAVERS SHIPPING** 1901 Alabama State Docks Blvd. Building 50, Suite 109 Mobile, AL 36602 Phone: 251-434-9600 Email: ops-mobile@mescltd.com
FILLETTE, GREEN SHIPPING SVC. (USA) CORP. 261 N. Conception St. Mobile, AL 36603 Phone: 251-375-2224 Email: mob@fillettegreen.com	**NORD-SUD SHIPPING, INC.** 107 Saint Francis St. Mobile, AL 36602 Phone: 251-431-7274 Email: nordsudmobile@nordsudshipping.com
GAC SHIPPING (USA), INC. 5821 Rangeline Rd. Unit 104 Theodore, AL 36582 Phone: 251-443-7504 Email: agency.mobile@gac.com	**NORTON LILLY INTERNATIONAL** One St. Louis Centre Suite 3002 Mobile, AL 36602 Phone: 251-431-6335 Email: mob-ops@nortonlilly.com
GENERAL STEAMSHIP CORP 118 North Royal St. Suite 508 Mobile, AL 36602 Phone: 251-438-5071 (24 hour) Email: mobops@gensteam.com	**PAGE & JONES, INC.** 3902 N. 9th Ave. Suite 3D Pensacola, FL 32503 Phone: 850-432-4954 Email: agency@pageandjones.com
GREAT CIRCLE SHIPPING 3 W. Garden St. Suite 707 Pensacola, FL 32501 Phone: 850-429-0510 Email: calm@greatcircleship.com	**STIEGLER SHIPPING COMPANY** 1151 Hillcrest Rd. Mobile, AL 36695 Phone: 251-639-7300 Email: infor@stiegler.net
INCHCAPE SHIPPING SERVICES 11 N. Water St. Suite 9290 Mobile, AL 36602 Phone: 251-461-2747 Email: iss.mobile@iss-shipping.com	**WILHELMSEN SHIPS SERVICES** 2614 Hals Mill Rd. Mobile, AL 36606 Phone: 251-471-2661 Email: wss.mobile@wilhelmsen.com

276 STEVEDORE LICENSE OR FREIGHT HANDLING PERMIT
(Effective: January 1, 2015) (I)

Each company providing stevedoring or freight handling services and desiring to do business on or in connection with the facilities of the Port of Pensacola shall file a completed Stevedore License or Freight Handling Permit Application accompanied by the necessary supporting information called for therein. See Appendix A of this Tariff for Application, Policy, Rules and Regulations and additional insurance requirements. License/Permit. Fees shall be as follows:

Purpose	Original Application	Annual Fee
Stevedore License	$ 2,500.00	$750.00
Freight Handling Permit (may not load and unload ships/vessels)	$ 1,000.00	$500.00

From and after the effective date of this provision, no stevedoring company or freight handler, whether currently doing business on or in connection with the facilities of the Port of Pensacola or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License or Freight Handlers Application, accompanied by the appropriate application fee and other required documents, has been received and approved by the Port of Pensacola.

277a STORAGE INVOICES
(Effective: September 15, 2005)

The Port of Pensacola will invoice storage charges to the agent or company shown on the manifest or fright waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Pensacola. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of ITEM 209.

Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner.

When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.

All storage charges assessed against export or outbound cargo must be paid in full prior to vessel's departure. In the event storage charges are not paid, the Port of Pensacola reserves the right to delay or detain the vessel's departure until said charges are paid.

Storage charges on import or inbound cargo must be paid in full before the Port of Pensacola will release said cargo.

Any arrangements for the payment of storage charges in conflict with the regulations stated herein must be approved in advance by the Port Director.

277b STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N)
(Effective: May 1, 2014)

The Port of Pensacola, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment and materials.

	Staging, storage, and assembling of non-cargo equipment and materials on Port terminal facilities will be subject to adherence to directives of the Port's Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations and other materials not deemed as cargo, will be allotted a "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergencies, congestion of facilities, or other similar factors, free time may be reduced or extended at the discretion of the Port Director, or designee. Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port Charges. See ITEM 228a-228e for details. The Port retains the right to enter into agreement with consignees and their agents concerning rates and services relating to staging, storage and assembling of equipment materials at Port facilities.
278	**STORM PROTECTION** **(Effective: September 15, 2005)**
	The owners and/or agents of all cargo stored in open areas at the Port of Pensacola shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Pensacola shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Pensacola assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.
279	**SUBSTITUTION OF VESSELS** **(Effective: September 15, 2005)**
	When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date. Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference ITEM 271).
282a	**TARIFF - APPLICATION AND INTERPRETATION OF** **(Effective: May 1, 2014)**
	The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Pensacola, on or after the effective date of this Tariff or any supplements thereto. The Port of Pensacola reserves the right to negotiate and establish rates through separate contracts, terminal leases, or operating agreements, or to offer volume or frequency discounts as may be deemed appropriate by the Port Director. The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.
282b	**TARIFF - CONSENT TO TERMS** **(Effective: September 15, 2005)**

	The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Pensacola shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.
283	**TIDES** **(Effective: September 15, 2005)**
	The normal mean tidal range in Pensacola Bay is 0.6'. The extreme tidal range is about 2'. Strong southeasterly winds sometimes raise the water level approximately 1' in the bay, while strong northeasterly winds lower the level about 1' in the bay.
284	**TRAFFIC VIA MOTOR CARRIER** **(Effective: September 15, 2005)**
	To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or his designated representative and the designated cargo handler, pickup and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours. The Port of Pensacola assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. ITEM 245 LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.
285	**TRESPASSING** **(Effective: September 15, 2005)**
	Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Pensacola, the Director of the Port of Pensacola or his designee has the authority to restrict or prohibit any person's access to any portion of Port property. To enhance security, promote public safety and efficient operations, the Director of the Port of Pensacola may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by the Port. Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Pensacola.
286	**TUG SERVICE** **(Effective: August 1, 2015)**
	The Port of Pensacola performs no tug assistance in docking and undocking vessels at berths or slips. Such service is performed by licensed towing companies. Port of Pensacola has a mandatory tug utilization

	policy. All vessels in excess of 350' LOA are required to use at least one (1) tug to assist with channel transit, docking and undocking upon arrival and departure. At the discretion of the harbor pilot when warranted by tide, current and weather conditions, vessels 399' LOA and below **AND** equipped with DP2 or better dynamic positioning system technology **may** be exempted from this mandatory tug requirement. Outside of this requirement, all other tug use shall remain at the discretion of the vessel and harbor pilot.
288a	**VESSEL(S) - SPEED** **(Effective: September 15, 2005)**
	No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.
288b	**VESSEL(S) - TO VACATE** **(Effective: September 15, 2005)**
	The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by others. Such situations include, but are not limited to the following: 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 the Port's facilities; 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 or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge. The Port shall provide written notice (administrative message, facsimile transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. 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 vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel. If such movement occurs, the vessel shall hold harmless the Port for any damage or liability it may incur as a result of such movement. Failure to comply with an order to vacate will result in a penalty charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges. When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.

288c	**VESSEL(S) - LIGHTS AT NIGHT** **(Effective: October 20, 2009)**
	All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights.
288d	**VESSEL(S) - MANNING OF AND MOBILE CONDITION** **(Effective: September 15, 2005)**
	Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director. Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise. Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM 211.
288e	**VESSEL(S) – MOORING** **(Effective: September 15, 2005)**
	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	**VESSEL(S) – MOVEMENTS, REGULATION OF** **(Effective: September 15, 2005)**
	The Port of Pensacola shall regulate vessel movements within its jurisdiction by: 1. Scheduling vessels for use of berth, anchorage or other facilities at the Port; 2. Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property; 3. Designating port facilities for the loading or discharging of vessels; 4. Assigning berths at wharves for arriving vessels; Published pursuant to Chapter 313.22, Florida Statutes, 1996.
288g	**VESSEL(S) - NUISANCE CREATED BY** **(Effective: September 15, 2005)**
	No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth. Except as provided by law, the blowing of whistles and horns is prohibited.
288h	**VESSEL(S) - SUBJECT TO PILOTAGE** **(Effective: September 15, 2005)**
	1. All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports.

	2. Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service. Published pursuant to Chapter 310.141, Florida Statutes, 2000.
292	**WEIGHING** **(Effective: February 15, 2009)**
	Highway scales are available at the Port of Pensacola and operated by private terminal operators. Contact information for these operators is available upon request.
293	**WHARF CLEANING** **(Effective: May 1, 2014)**
	All users of docks, wharves, sheds and other property of the Port of Pensacola shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards open storage areas, rail tracks, roadways and gutters, as directed by the Port of Pensacola. If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Pensacola within 72 hours of notice, the Port of Pensacola shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in ITEM 430. All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of at the end of each day and freight must be re-stacked as found, otherwise the work will be performed by the Port and the Port will bill the user responsible at cost plus 20% as set forth in ITEM 430.
294	**WHARF OBSTRUCTION** **(Effective: September 15, 2005)**
	Stevedore's tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and $25.00 charged for each day it remains unclaimed; together with expense of removal, storage or sale.
295	**WHARF/TERMINAL LIGHTS; TRANSIT SHED USE** **(Effective: September 15, 2005)**
	Transit sheds are open for business from 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Requests to utilize sheds on weekends, holidays, and before 0800 hours or after 1700 hours must be made 4 hours preceding the time requested. The agent or stevedore making the overtime request is responsible for payment of a charge amounting to $ 8.00 per hour or fraction thereof. Said charge includes wharf and terminal lights whether or not both are utilized by the requesting party. Vessels ordered to work overtime by the Port Director are exempt from this charge.
296a	**WHARFAGE – EARNED** **(Effective: September 15, 2005)**
	All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel. No wharfage charges will be assessed on ships' stores.

296b	**WHARFAGE – RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER (Effective: September 15, 2005)**
	Half-wharfage is applicable on any commodity being loaded or unloaded directly to or from vessels or barges or any combination thereof.
296c	**WHARFAGE – RATE FOR TRANSSHIPMENT CARGO (Effective: September 15, 2005)**
	Import cargo which is to be reshipped in waterborne commerce from the Port of Pensacola will be assessed one-half (1/2) of the applicable wharfage rate outbound. In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.

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SECTION THREE – WHARFAGE, LOADING, AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300	**ARTICLES NOT OTHERWISE SPECIFIED (NOS)** **(Effective: September 15, 2005)**				
		Specifications	**Wharfage**	**Unloading**	**Loading**
		Loose/Packages	$1.75	$7.00	$7.15
		Pallets/Pre-Palletized	$1.75	$4.35	$4.50
302	**ALUMINUM, VIZ** **(Effective: September 15, 2005)** PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES WIRE OR CABLE WHEN ON REELS WEIGHING NOT LESS THAT 1,000 POUNDS				
		Specifications	**Wharfage**	**Unloading**	**Loading**
		To/From Trucks or Flat/Rack Cars	$1.40	$3.50	$3.50
		To/From Boxcars	$1.40	$5.55	$5.55
306	**BAGGED PRODUCTS, VIZ** **(Effective: September 15, 2005)** GRAIN, GRAIN PRODUCTS, GRAIN FLOUR OR MEAL, BEANS, LENTILS, PEAS, OTHER BAGGED PRODUCTS				
		Specifications	**Wharfage**	**Unloading**	**Loading**
		Bags/Sacks/Packages – 56 lbs. or more	$0.80	$7.00	$7.00
		Bags/Sacks/Packages – Less than 56 lbs.	$0.80	$7.00	$7.00
		Palletized – Flatbed Truck Loading Only	$0.80	$3.50	$3.50
	Product	**Specifications**	**Wharfage**	**Unloading**	**Loading**
	MILK: (DEHYDRATED/POWERED)	Bags/Sacks/Packages	$0.80	$7.00	$7.00
		Palletized – Flatbed Truck Loading Only	$0.80	$3.50	$3.50
	ROLLED OATS	Bags/Sacks/Packages – 56 lbs. or more	$0.80	$7.00	$7.00
		Bags/Sacks/Packages – Less than 56 lbs.	$0.80	$7.00	$7.00
	RICE/RICE PRODUCTS	Bags/Sacks/Packages – 56 lbs. or more	$0.80	$7.00	$7.00
		Bags/Sacks/Packages – Less than 56 lbs.	$0.80	$7.00	$7.00
	MISCELLANEOUS (NOS)	Bags/Sacks/Packages – 56 lbs. or more	$0.90	$7.00	$7.00

		Bags/Sacks/Packages – Less than 56 lbs.	$0.90	$7.00	$7.00
		Pallets/Pre-Palletized	$0.90	$3.50	$3.50
308	**BEVERAGES (Effective: September 15, 2005)**				
		Specifications	**Wharfage**	**Unloading**	**Loading**
		All Kinds	$1.40	$4.35	$4.50
310	**BULK MATERIALS, DRY (Effective: September 15, 2005)**				
	Product	**Specifications**	**Wharfage**	**Unloading**	**Loading**
	NOT OTHERWISE SPECIFIED (NOS)	Railroad Cars/Dump Trucks	$1.40	$5.00	$5.00
	AGGREGATE, VIZ. (LIMESTONE/GRANITE/DREDGE MATERIAL/RIP RAP/ROCK)	From Self-Unloading Vessels To or From Railcars/Trucks	$0.60	$3.00	$3.00
	BAUXITE	From Self-Unloading Vessels To or From Railcars/Trucks	$1.40	$5.00	$5.00
	CEMENT/CEMENT PRODUCTS	Bulk Covered Hopper Cars/Dump Trucks	$1.40	$5.00	$5.00
	GYPSUM ROCK	Bulk Covered Hopper Cars/Dump Trucks	$1.40	$5.00	$5.00
	PUMICE	Bulk Covered Hopper Cars/Dump Trucks	$0.90	$5.00	$5.00
	SALT	Bulk Covered Hopper Cars/Dump Trucks	$1.40	$5.00	$5.00
312	**COTTON/COTTON LINTERS/REGINS IN BALES (Effective: September 15, 2005)**				
		Specifications	**Wharfage**	**Unloading**	**Loading**
		Railcars/Vans/Flatbed Trucks	$1.40	$6.00	$6.00
314	**IRON/STEEL ARTICLES, VIZ (Effective: January 1, 2015) (I)** ANGELS, BARS, BEAMS, BILLETS, CHANNELS, COILS, FLANGES, FLATS, PILING, PIPE, PLATES, RAILS, REBARS, ROUNDS, SLABS, AND TIN PLATE				
		Specifications	**Wharfage**	**Unloading**	**Loading**
		Lifts/Bundles – To/From Flatbed Trucks; Proper Skids/Dunnage and Bundled/Packaged Properly for Forklift Equipment;	$1.35	$3.20	$3.20

		To/From Source (Other Than Flat Cars/Flatbed Trucks); Requiring Use of Crane; Proper Dunnage and Bundled/Packaged Properly for Wire Slings.	$1.35	$3.20 $3.65	$3.20 $3.65
	NOTE: In connection with above rates and charges, iron or steel articles such as flat stack, angles, reinforcing bars, foot lengths, or other articles that are not sufficiently packaged or reinforced to prevent bending or other damage when handled with forklift, trucks or cranes, will be handled only at owner's risk with no liability for damages resulting from to the Port of Pensacola.				
316	**LIME** **(Effective: September 15, 2005)**				
	Product	**Specifications**	**Wharfage**	**Unloading**	**Loading**
	LIME HYDRATE	Bags/Pallets	$1.35	$3.40	$3.40
	LIME	Jumbo Sacks	$1.35	$1.65	$1.95
		Bulk	$1.35	$5.00	$5.00
318	**LUMBER, VENEER/FOREST PRODUCTS** **(Effective: May 1, 2014)**				
	Product	**Specifications**	**Wharfage**	**Unloading**	**Loading**
	LUMBER: (Uniform in Size; Unitized Requiring Only Mechanical Equipment)	Boxcars/Closed Trucks	$2.00 Per MBF	$3.50 Per MBF	$3.75 Per MBF
		Flatbed Trucks/Flat Cars	$2.00 Per MBF	$3.50 Per MBF	$3.75 Per MBF
	PLYWOOD – BUNDLES: (SHEETROCK/DRYWALL/GYPSUM BOARD, etc.)	Flatbed Trucks/Flat Cars	$1.40	$3.50	$3.75
		Boxcars/Vans	$1.40	$3.10	$3.35
	SHINGLES: (PALLETS/SKIDS)	Flatbed Trucks/Flat Cars	$1.40	$2.90	$3.25
		Flatbed Trucks/Flat Cars	$1.40	$3.55	$3.80
	TIES: (RAIL/CROSS/STITCH)	Flatbed Trucks/Flat Cars	$1.40	$3.20	$3.45
		Open Top Cars	$1.40	$5.20	$5.45
	TIMBER: (6 x 6 and over)	Flatbed Trucks/Flat Cars	$1.40	$3.20	$3.45
		Open Top Cars	$1.40	$5.20	$5.45
	LOGS/POLES/POSTS/PILING: (65 ft. or Less)	Flatcars/Trucks - Bundles	$1.40	$3.50	$3.75
		Flatcars/Trucks - Loose	$1.40	$5.40	$5.65
		Open Cars/Open Top Flatcars - in bundles	$1.40	$4.50	$4.75
	LOGS/POLES/POSTS/PILING: (Over 65 ft.)	Flatcars/Trucks - Bundles	$1.40	$4.05	$4.30
		Flatcars/Trucks - Loose	$1.40	$6.05	$6.30
		Open Cars/Open Top Flatcars - in bundles	$1.40	$5.50	$5.75

	LUMBER/PLYWOOD: (Exception)	Flatbed Trucks – Bundled and/or Packaged Properly for Fork Handling	$1.40	$44.00 (Per Truck)	$47.00 (Per Truck)
320	**MAGNESITE, DEAD/BURNT/CALCENED (Effective: September 15, 2005)**				
	Product	**Specifications**	**Wharfage**	**Unloading**	**Loading**
	POLYBAGS	Flatbed Trucks	$1.40	$3.05	$3.05
	POLYBAGS	Open Top Flatbed Trucks	$1.40	$3.15	$3.15
	BULK	Covered Hopper Cars/Dump Trucks	$1.40	$5.00	$5.00
322	**METAL/ALLOY, VIZ (Effective: September 15, 2005)** ALUMINUM (BAR, BLOCK, INGOT, PIG OR SLAB), TIN (BAR, BLOCK, PIG, SLAB), ZINC AND ZINC ALLOYS (PIG OR SPELTER) WHEN IN BUNDLES				
		Specifications	**Wharfage**	**Unloading**	**Loading**
		Boxcars/Vans	$1.40	$3.50	$3.50
		Flatbed Trucks	$1.40	$2.90	$2.90
324	**PAPER/PAPER ARTICLES/WOODPULP (Effective: January 1, 2015) (I)**				
	Product	**Specifications**	**Wharfage**	**Unloading**	**Loading**
	PAPER: (WASTE/SCRAP)	Baled	$1.45	$3.75	$4.50
	FIBERBOARD/LINERBOARD/ NEWSPRINT/PULPBOARD, WRAPPING PAPER	Rolled - Weighing Less Than 1,000 lbs.	$1.45	$3.50	$3.50
		Rolled - Weighing 1,000 lbs. or More	$1.45	$3.50	$3.50
	WOODPULP/WOOD FLOUR	Boxcars/Vans - 500 to 550 lbs. per Bale (in 6-8 Bale Units)	$1.40	$3.50	$3.50
		Boxcars/Vans - 500 to 550 lbs. Per Bale (Loose)	$1.40	$3.50	$3.50
		Rolls/Other Units	$1.40	$3.50	$5.50
326	**RUBBER (Effective: September 15, 2005)**				
	Product	**Specifications**	**Wharfage**	**Unloading**	**Loading**
	NATURAL/SYNTHETIC (**Not** LIQUID/LATEX)	Baled/Packaged (**Not** Palletized)	$1.40	$5.40	$5.40
		Palletized/Unitized	$1.40	$3.70	$3.70
328	**VEGETABLE OILS (Effective: September 15, 2005)**				
		Specifications	**Wharfage**	**Unloading**	**Loading**

		Barrels/Drums	$1.45	$4.10	$4.35
		Boxes/Cases	$1.45	$4.10	$4.35
		Palletized for Mechanical Handling	$1.45	$3.50	$3.75
330	**VEHICLES, VIZ** **(Effective: September 15, 2005)** AUTOMOBILES, BUSES, TRACTORS, TRUCKS, MOTORIZED VEHICLES, MOBILE HOMES, CRANES, RAILROAD CARS, PER UNIT, UNLESS OTHERWISE SPECIFIED				
	Product	**Specifications**	**Wharfage**	**Unloading**	**Loading**
	AUTOMOBILES		$11.00	$30.00	$30.00
	TRUCKS	Over 5,000 to 20,000 lbs.	$11.00	$30.00	$30.00
		5,000 lbs. or Less	$11.00	$30.00	$30.00
	JEEPS - MILITARY		$11.00	$30.00	$30.00
	ARMORED PERSONNEL CARRIER		$11.00	$30.00	$30.00
	TANKS - MILITARY		$20.00	$50.00	$50.00
	MOTOR HOMES/ PASSENGER BUS/SELF-PROPELLED CAMPING VEHICLE (Per Ton)		$1.40	$5.00	$5.25
	GRADING/ROAD MAKING MACHINERY (Per Ton)		$1.40	$5.00	$5.25
	MOBILE HOMES/CRANES (Per Ton)		$1.40	$5.00	$5.25
	RAILROAD CARS – EMPTY (Per Ton)		$1.40	$5.00	$5.25
	RAILROAD CARS – LOADED (Per Net Ton-Contents Only)		$1.40	$5.00	$5.25

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SECTION FOUR – GENERAL CHARGES

400 **DOCKAGE RATES (GSMTC)**
(Effective: April 1, 2016) (I)
All vessels subject to a $100 minimum:

ALL OCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:

LENGTH OVERALL	LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) PER 24 - HOURS
Over (in Feet)	**Not Over (in Feet)**	**Not Over (in Meters)**	**(Except as Otherwise Provided)**
0	199	60.70	~~$2.69~~ **$ 2.77**
200	399	121.60	~~$3.53~~ **$ 3.64**
400	499	152.10	~~$4.81~~ **$ 4.95**
500	599	182.60	~~$6.46~~ **$ 6.65**
600	699	213.10	~~$7.50~~ **$ 7.72**
700	799	243.50	~~$9.52~~ **$ 9.80**
800	899	274.20	~~$11.46~~ **$11.81**
900	And Over		~~$13.71~~ **$14.12**

BARGES:

	LENGTH OVERALL	LENGTH OVERALL	RATE PER 24 - HOURS
	Over (in Feet)	**Not Over (in Feet)**	
	0	199	~~$100.00~~ **$150.00**
	200	And Over	~~$175.00~~ **$225.00**

(*) Reference ITEMS 221a - 221d.

NOTE 1:
One full day's dockage will be assessed for each 24-hour day or fraction thereof. Any vessel undocking within two (2) hours of expiration of its last 24-hour increment will not be billed an additional day's dockage.

NOTE 2:
Dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry or other official document deemed acceptable by the Port Director.

NOTE 3:

Ocean-going vessels in "repair" or "layup" status making application for layberth in advance of docking may be granted such ONLY if approved by the Port Director. Layberth dockage will be assessed at 65% of the applicable published tariff rate.

1) Vessels permitted to arrive at dock at least 24 hours prior to starting work may apply for layberth status.

2) Requests for layberth status will not be considered once a vessel has docked, except that vessels permitted to remain at berth after completion of work my apply for layberth status to commence upon expiration of the last billing period for that vessel's working status. Such requests MUST be made prior to the vessel sailing.

NOTE 4:
Tugs will be exempt from dockage when landing tows. Tugs waiting in assist of ocean-going barges that are working will be exempt from dockage.

NOTE 5:
The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Pensacola users and activities, and other criteria as may from time to time be established by the Port Director, grant reduction of dockage.

404a **FRANCHISE FEES – HANDLING GENERAL LICENSE**
(Effective: May 1, 2014)

Each stevedore company and freight handler performing handling operations at the Port of Pensacola in accordance with a franchise issued by the Port, will be allowed to handle cargo and will be assessed the following charges for the privilege of cargo handling and for maintenance of facilities at the Port. Also applicable on self-loading and self-unloading vessels.

Specifications	Fee
All General Cargo (Including Container Contents)	$0.30 (Per Ton)
Bulk Cargo	$0.15 (Per Ton)
Minimum Charge Per Rail Car	$22.50 (Each)
Minimum Charge Per Truck/Van/Container/Trailer	$6.00 each

404b **FRANCHISE FEES – STEVEDORES**
(Effective: May 1, 2014)

Each stevedore company loading and/or unloading vessels at the Port of Pensacola in accordance with a franchise issued by the Port will be assessed the following charges for the privilege of conducting their operations and for maintenance of facilities at the Port. Also applicable on self-unloading and self-loading vessels.

Specifications	Fee
All General Cargo (Including Container Contents)	$0.30 (Per Ton)
Bulk Cargo	$0.15 (Per Ton)

408 **HARBOR FEES**
(Effective: September 15, 2005)

All vessels engaged in foreign, coastwise or intra-coastal trade, operating at the Port of Pensacola, shall be assessed a harbor fee based upon the registered length of the vessel, to defray the expense of the administration and maintenance of the port and harbor.

LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.

LENGTH OVERALL	LENGTH OVERALL	RATE PER VESSEL CALL
Over (in Feet)	**Not Over (in Feet)**	
0	199	$150.00
200	399	$350.00
400	499	$550.00
500	599	$650.00
600	And Over	$750.00

SUPPLEMENT TO HARBOR FEE

All vessels engaged in foreign, coastwise or intra-coastal trade that handle or transfer cargo in midstream or when anchored or moored to mooring facilities, including barge fleet mooring facilities, shall be assessed, in addition to the above regular harbor fees, a supplemental harbor fee of $0.15 Per Ton, or fraction, based on the weight of the cargo so handled or transferred.

This supplement to the harbor fee shall not be applicable when vessels are docked at regular cargo handling wharves. Vessels desiring to handle or transfer such cargo in midstream must first notify the Port of Pensacola.

410 LINE-HANDLING
(Effective: February 15, 2009)

The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Pensacola. Any concern performing line handling services at the Port of Pensacola must be insured in accordance with the policy types and limits specified in ITEM 241a.

420 PASSENGER WHARFAGE RATES
(Effective: December 15, 2006)

Specifications	Fee
Homeport Operations - Per Passenger	$10.00 (Each)
Port of Call Operations - Per Passenger	$5.00 (Each)

426 RAILCAR SHUNTING
(Effective: December 15, 2006)

Unless otherwise specified herein, only the Port of Pensacola may shunt (switch) all railcars within the terminal facilities or on Port-owned or -operated tracks, land or facilities after initial railcar placement by the rail carrier and prior to pickup of railcars by the rail carrier for removal from the Port. Shippers, consignees and freight handlers may not shunt railcars within the terminal facilities or on Port-owned or -operated tracks, lands or facilities. The first repositioning of loaded railcars to or from the working

platform will be provided by the Port at no charge, if requested in a timely manner during normal working hours (ITEM 237).

Any shunting requested after the first repositioning, or outside of normal working hours, will be assessed the following rates, plus overtime (ITEM 430) if applicable:

Specifications	
	$30.00 Per Loaded Railcar
	or
	$150.00 Per Hour, or any fraction thereof

When the Port is required to shunt railcars alongside vessels or within the Port by means of mechanical equipment, charges for same will be assessed against ocean vessels, their owners, agents, operators, firms or party requesting such service at the following rates, plus overtime if applicable:

Specifications	
	$30.00 Per Loaded Railcar
	or
	$150.00 Per Hour, or any fraction thereof

The party ordering shunting services shall have the option of selecting either the per-car or the hourly rate, whichever is most economical, on an order-by-order basis, at the time each order is placed. In cases where no preference is expressed at the time the service order is placed, the per-railcar rate shall automatically apply.

NORMAL WORKING HOURS (see ITEM 254):
Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Director or his designee by telephone, fax or in person of the desired shunt. The Port will perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

OUTSIDE OF NORMAL WORKING HOURS:
Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Security by telephone, fax or in person of the desired shunt. The Port will perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

EXCEPTION:
Lessees and Terminal Operators owning or leasing their own railcar mover(s), track mobile(s), yard engine(s) or other railcar moving devices deemed acceptable by the Port Director, may shunt (switch) railcars consigned to their terminals after normal working hours, on weekends and on holidays ONLY and only by utilizing their owned or leased equipment. Railcar shunting on behalf of Lessees and Terminal operators during normal weekday working hours shall be conducted ONLY by the Port of Pensacola and must be scheduled in accordance with provisions outlined elsewhere in this ITEM. Normal charges as outlined above shall apply unless otherwise ordered by the Port Director.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception assume and accept all liability and responsibility for any and all injury to persons or damage to property

that may be caused as result of the actions of the Lessee or Terminal Operator or its employee(s) or agent(s).

In any and all cases of injury to person(s) or damage to property, a complete, detailed incident report shall be filed with the Port of Pensacola Cargo Operations Superintendent no later than 0830 the next regular business day. Said report shall include, at a minimum, the date, time and location of the incident, detailed narrative describing the occurrence, a detailed listing of all resulting injuries and property damage, and the full names of all equipment operator(s), signal men, watchmen, and/or shunting crew members involved, and the name and full contact information for the Lessee or Terminal Operator on whose behalf shunting operations were be conducted. All incident reports will be maintained on file with the Port of Pensacola. All incidents will be tracked and, based on incident volumes, incident severities, or a combination thereof, the Port Cargo Operations Superintendent may, at any time, revoke any operator's authority to conduct railcar shunting operations at the Port of Pensacola.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception must maintain on file with the Port of Pensacola a Hold Harmless Agreement signed annually by the Lessee or Terminal Operator and all employees or agents authorized to conduct shunting on its behalf as well as a complete, up-to-date listing of all employees and agents authorized to conduct shunting activities on its behalf. All Lessees and Terminal Operators conducting their own shunting in accordance with this exception, and all authorized employees and/or agents thereof, agree to comply with any and all railcar shunting policies and/or procedures that may be implemented by the Port of Pensacola at any time.

428 RAILCAR STORAGE
(Effective: June 23, 2007)

Working railcars arriving at the Port of Pensacola for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of $1.50 Per Railcar, Per Day.

430 SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTAL CHARGES
(Effective: May 1, 2014)

The Port of Pensacola does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed:

LABOR - Per Hour:

Specifications	Fee
Supervisors	$50.00
Mechanics & Equipment Operators	$45.00
Laborers	$30.00
Security Officers (With 30 Hours Advance Notice)	$30.00
Security Officers (With Less Than 30 Hours Advance Notice)	$45.00

The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in ITEM 237) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1/2

hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays.

EQUIPMENT:

Specifications	Per Day Fee	Per Week Fee
ITEM	**(8 Hours)**	**(40 Hours)**
Forklift (8,000 lb. Capacity)	$175.00	$800.00
Forklift (10,000 lb. Capacity)	$225.00	$1,000.00
Forklift Operator	$360.00	$1,800.00
Sweeper with Operator	$500.00	$2,500.00

Sweeper/forklift with operator rental will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays, which will be subject to a minimum charge of 4 hours. The Port of Pensacola will not rent sweeper without Port operator. Forklift rentals commence at 0800 hours and end at 1700 hours, Monday through Friday. Forklifts will be rented with a full tank of gas and returned with a full tank. Failure to fill the tank prior to returning will result in a charge of $4.50 Per Gallon to fill the tank.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Pensacola at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

434 **SECURITY SURCHARGE (GSMTC)**
(Effective: April 1, 2016) (I)

A security surcharge, as described in this tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Port of Pensacola in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

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 U.S. Department of Homeland Security.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

Specifications

FEE AGAINST	RATE	BASIS
Vessels/Barges	~~8.75%~~ **9.01%**	Of Dockage

Specifications

FEE AGAINST Cargo	CARGO TYPE	RATE	BASIS
	Break Bulk	~~$0.185~~ **$0.19**	Per Short Ton
	Bulk (Dry/Liquid)	$0.04	Per Short Ton
	Containers	~~$3.85~~ **$3.97**	Each
	Vehicles	$1.00	Each
	Passengers	$1.00	Each

436a **STORAGE CHARGES - FOR GRAIN/GRAIN PRODUCTS AND RICE/RICE PRODUCTS (Effective: December 15, 2006 – ITEM DELETED)**

436b **STORAGE CHARGES - FOR ALL COMMODITIES (INCLUDING N.O.S.) (Effective: February 15, 2009)**

All commodities listed in **Section III** of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

Specifications

INSIDE:	
First 15 – Day Period	$0.20 Per Ton, Per Day
Second 15 – Day Period	$0.30 Per Ton, Per Day
Thereafter	$0.50 Per Ton, Per Day

Specifications

OUTSIDE:	
First 15 – Day Period	$0.15 Per Ton, Per Day
Second 15 – Day Period	$0.25 Per Ton, Per Day
Thereafter	$0.45 Per Ton, Per Day

Specifications

VEHICLES:	Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage ITEM 330) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:
First 15 – Day Period	$1.50 Per Vehicle, Per Day
Thereafter	$3.00 Per Vehicle, Per Day

440 **WATER (Effective: May 1, 2014)**

Rates for fresh water delivered to vessels at wharves shall be as follows:

Specifications	Fees

	Vessels - Per Ton (240 Gallons)	$ 1.50
	Minimum Charge	$50.00
	Hookup Fee/Meter Installation	$25.00
	An additional fee of $75.00 will be charged when water is requested during overtime hours. ONLY PORT OF PENSACOLA PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Pensacola. The vessel's agent, captain, master or other authorized representative MUST contact Port Security a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date. Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service. Any vessel taking on water without proper advance scheduling or without having a metering devise properly affixed at the pumping location by Port Personnel will be charged three times the above rate on the vessel's total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.	
442	**WATER HOSE RENTAL** **(Effective: September 15, 2005)**	
	When the Port of Pensacola is requested to furnish a water hose, rental rates will be charged in accordance with the following schedule. All water hose made available by the vessel must be free of leaks or Port of Pensacola water hose must be used when available.	
	Specifications	**Fees**
	Per 50-Foot Section	$ 5.00
	Minimum Charge	$10.00

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Terminal Tariff 5-A

SECTION FIVE – CONTAINERS

500	**CONTAINER: POINT-OF-REST** **(Effective: September 15, 2005)**
	Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Pensacola.
502	**HANDLING OF CONTAINERS** **(Effective: September 15, 2005)**
	General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Pensacola facilities.
504	**INTERIM PARKING AREA** **(Effective: September 15, 2005)**
	The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Pensacola will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.
506	**MARSHALING YARD** **(Effective: September 15, 2005)**
	The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Pensacola's marine terminal.
508	**RECEIVING/DELIVERING CONTAINER** **(Effective: September 15, 2005)**
	The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Pensacola from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest. Under the term "receiving or delivering container," the Port of Pensacola will, by use of its own mechanical equipment, perform the necessary interim functions to effect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.
510	**RE-HANDLING CONTAINER** **(Effective: September 15, 2005)**
	The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.
512	**RELOCATION OF EMPTY CONTAINER** **(Effective: September 15, 2005)**

	The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.
514	**SEGREGATION OF CONTAINER** **(Effective: September 15, 2005)**
	The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.
516a	**RECEIVING OF CONTAINER: FROM INLAND CARRIER** **(Effective: September 15, 2005)**
	Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Pensacola with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Pensacola in the marshaling yard at a point-of-rest awaiting movement to the vessel. When so requested, the Port of Pensacola will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.
516b	**RECEIVING OF CONTAINER:** **HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT** **(Effective: September 15, 2005)**
	Seagoing containers having damage or variances which may impede normal movement with the Port of Pensacola's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.
518	**DELIVERY OF CONTAINER TO INLAND CARRIER** **(Effective: September 15, 2005)**
	The Port of Pensacola will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Pensacola. When so requested by the vessel and/or its authorized agent, the Port of Pensacola, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).
520	**TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES** **(Effective: September 15, 2005)**
	Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Pensacola will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Pensacola.
522	**CONTAINERS LOADED IN EXCESS OF RATED CAPACITY** **(Effective: September 15, 2005)**

The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Pensacola will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Pensacola transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.

524 **CHARGES FOR CONTAINER SERVICES DURING OTHER THAN NORMAL WORKING HOURS (Effective: September 15, 2005)**

Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in ITEM 237 of this Tariff.

Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Pensacola at time other than recognized work hours or days, subject to the following charges or conditions:

One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.

528a **FREE TIME: IMPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)**

The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:

Specifications	
Import Traffic	30 Days

On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

528b **FREE TIME: EXPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)**

The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:

Specifications	
Export Traffic	30 Days

1. **LCL TRAFFIC**:
   Upon the request of the export shipper or its agent to the Port of Pensacola, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.

2. **FCL TRAFFIC**:

On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Pensacola, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees in more than one TEU container.

3. Upon request of the export shipper or its agent to the Port of Pensacola, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).

4. On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Pensacola for ultimate shipment by waterborne transportation may be granted an exemption from ITEM 208e of this Tariff, provided such charge is waived by the Port Director.

5. On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

532 **RATES AND CHARGES: CONTAINERIZED TRAFFIC**
(Effective: April 1, 2016)

The following charges apply on containers and/or chassis not exceeding 40' in length or loaded in excess of rated capacity. These charges are assessed against the vessel or its agent unless arrangements to do otherwise have been made with and approved by the Port Director.

Specifications				
WHARFAGE	EMPTY CONTAINERS	20' or Less	~~$2.20~~ **$3.00**	Per Unit
		More than 20'	~~$3.30~~ **$5.00**	Per Unit

Specifications			
WHARFAGE	LOADED CONTAINERS	Per Net Ton of Contents Only	~~$1.50~~ **$1.75**

Specifications			
HANDLING FEES	Receiving/Delivering Containers (Reference ITEM 516a)	$16.50	Per Container
	Receiving/Delivering Containers - Wheeled Operations (Reference ITEM 516a)	$16.50	Per Container
	Re-handling Containers	$12.10	Per Container

		Segregation of Containers		$22.00	Per Container
		Relocation of Empty Containers		$16.50	Per Container
		Receiving/Delivering Empty Chassis or Handling Underframes without Containers		$11.00	Per Unit
		Transfer of Containers between Vehicular Conveyances		$27.50	Per Unit
	Note: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.				
534	**CONTAINER STORAGE** **(Effective: April 1, 2016)**				
	Storage charges on containers held in excess of free time shall be as follows:				
	Specifications				
	EMPTY				
	Container	Less Than 21' in Length	Per 15-day period or Fraction Thereafter	~~$16.50~~ **$18.00**	Per Container
		Over 21' in Length	Per 15-day period or Fraction Thereafter	~~$27.50~~ **$30.00**	Per Container
	LOADED				
	Container	Any Size	Per 15-day period or Fraction Thereafter	~~$1.65~~ **$1.80**	Per Container
	Container Blast Freezer Unit		Per Month	~~$140.00~~ **$175.00**	Per Container

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SECTION SIX – FOREIGN TRADE ZONE NO. 249

600 ROLE OF THE PORT OF PENSACOLA
(Effective: September 15, 2005)

The Port of Pensacola is one of five designated sites within Foreign Trade Zone No. 249 (FTZ #249). Grantee authority for FTZ #249 is through the Pensacola/Escambia County Promotion and Development Commission (PEDC), which resides in the offices of the Pensacola Area Chamber of Commerce, Office of the Vice President for Existing Business Services, 117 W. Garden St., Pensacola, FL 32501; telephone: (850) 438-4081.

The role of the Port of Pensacola in the FTZ program is to market the benefits of Zone program participation to present and future port tenants, users and customers in an effort to attract new Zone users and program beneficiaries to Port facilities and other designated sites within the Zone.

602 SITE DESCRIPTIONS
(Effective: September 15, 2005)

All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.

SITE #	LOCATION	DESCRIPTION
1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.
2	PENSACOLA REGIONAL AIRPORT	The entire 1,400-acre airport site.
3	PENSACOLA MARINE TERMINAL	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.
4	SPRUCE STREET INDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.
5	CENTURY INDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.

604 ZONE SCHEDULE INCORPORATED BY REFERENCE
(Effective: September 15, 2005)

The schedule of charges, rates, rules and regulations applicable at FTZ #249, as administered by the PEDC, is incorporated herein, in its entirety, by reference. As a designated site within FTZ #249, the Port of Pensacola and all FTZ program participants operating within or utilizing activated FTZ facilities at the Port of Pensacola are subject to all provisions of said schedule.

606 OPERATOR REQUIRED
(Effective: September 15, 2005)

	The Port of Pensacola serves as a facilitator and provider of facilities only in the FTZ program and, therefore, does not serve as the Operator of its FTZ site. All users of activated FTZ areas at the Port of Pensacola are required to designate a qualified zone Operator to manage cargo flows, documentation, reporting requirements and to insure compliance with all rules, regulations, policies and procedures of the Port of Pensacola, FTZ #249, the US Foreign-Trade Zones Board, US Customs Service (or any successor thereto) and all other relevant local, state and federal regulatory agencies. Users may elect to become designated as their own Operator or may designate an existing Operator for this purpose, provided that, in either case, such designee is qualified under the rules and regulations of FTZ #249, the US Foreign-Trade Zones Board and the US Customs Service (or any successor thereto).
608	**PAYMENT OF CHARGES** **(Effective: September 15, 2005)**
	With the exception of any site annual fee as established by the PEDC as Grantee of FTZ #249, all fees, charges, rates and assessments levied by the PEDC, the US Foreign-Trade Zones Board, and/or the US Customs Service (or any successor thereto) related to FTZ program participation and operations shall be the responsibility of the User, either directly or through his designated Operator. In the case of fees, charges, rates and assessments billed to the account of the Port of Pensacola, the Port shall through-bill all amounts at actual cost to the appropriate User with such through bills to be subject to the standard payment terms of the Port of Pensacola as expressed in ITEM 246 of this Tariff.

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Terminal Tariff 5-A

APPENDIX A – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

SECTION I	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT GENERAL (Effective: January 15, 2015)
	No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore or freight handler on Port facilities or on facilities otherwise controlled by the City of Pensacola, Florida unless and until such person, firm, corporation or other business entity shall first have obtained from the Port of Pensacola a license or permit issued authorizing such stevedore or freight handling activity. As used herein "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary expertise to load and unload said commercial cargo vessels and/or barges. General-license stevedores are automatically dually licensed as both a stevedore and freight handler. As used herein "freight handler" refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physically loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges. Terminal lessees are not required to obtain a Freight Handling Permit. They must however, if engaged in stevedore activities, obtain a Stevedore Franchise License. Each Stevedore License or Freight Handling Permit issued by the City of Pensacola is issued on a non-exclusive basis and no licensee or permittee has any right to serve as the sole provider of the licensed or permitted service or to any other type of exclusivity.
SECTION II	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT APPLICATION POLICY (Effective: January 15, 2015)**
	1. Application for license with accompanying fee shall be submitted to the Port Director. Licensing and permit fees are specified in **Section V** of this item. New applications may be submitted and new licenses or permits may be issued at any time during the calendar year. 2. Each applicant for a Stevedore License or Freight Handling Permit must furnish a bond or letter of credit in the penal sum of Ten Thousand Dollars ($10,000.00) payable to the City of Pensacola which shall guarantee the licensee or permitee proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each licensee or permitee must file a Certificate of Insurance evidencing insurance coverage in the form and amounts as prescribed in the Port of Pensacola's Terminal Tariff No. 5-A (or any revisions or reissues thereof or

	successors thereto): **ITEM 241a**, "Insurance;" **ITEM 241c**, "Stevedore and Freight Handling Insurance;" and **Section VII** of **Appendix A**. 3. Cancellation of insurance or aforementioned bond or letter of credit shall be grounds for the immediate revocation of License or Permit.
SECTION III	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT CONSIDERATION (Effective: January 15, 2015)**
	The Port Director will review the completed application and may require the applicant to furnish any additional information deemed appropriate. The Port Director may require a personal interview with the applicant or the applicant's officers if deemed necessary. The Port Director will consider the applicant's trustworthiness; competency; financial responsibility; previous experience; whether or not the issuance of the Stevedore License or Freight Handling Permit is desirable for the productive operation of the Port of Pensacola, having specific regard for the commitment to promote commerce, generate economic activity and create employment opportunities; any new business for the Port of Pensacola which the applicant will attract; any specialized equipment or expertise for handling cargo owned by or available to the applicant; and, any other pertinent information.
SECTION IV	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT ISSUANCE (Effective: January 15, 2015)**
	Stevedore License 1. If the applicant is qualified under the criteria established in Section II above, the Port Director may issue a Stevedore License. 2. Notice of the issuance of a Stevedore License by the Port Director will be filed immediately in the Office of the City Clerk where it will be available for public inspection. 3. The Port Director will send notice of the issuance to the applicant of the Stevedore License, which notice will inform the applicant of the right of any person aggrieved by the decision of the Port Director to appeal to the Mayor of the City of Pensacola and subsequently to the Pensacola City Council in accordance with the process outlined elsewhere herein. Notice of the issuance of the Stevedore License will be advertised in a general-circulation newspaper and by letter to those parties that, in the estimation of the Port Director may have cause to be aggrieved. The Stevedore License issued by the Port Director will become effective 14 days after issuance and is not subject to suspension or revocation except as specifically provided for in this Policy. 4. Any person aggrieved by the decision of the Port Director may appeal to the Mayor of the City of Pensacola by filing a written notice of appeal in the Office of the City Clerk within 14 days after the date notice of issuance-decision was sent to the applicant. The notice of appeal shall set forth a short and plain statement alleging the reasons why the Port Director's decision was not in compliance with the provisions of this Policy. The City Clerk shall refer the appeal for a hearing and action by the Mayor. In the event of grievance filed, the effective date of license will be suspended until such date as the Mayor may make a ruling in the matter.

5. The Mayor will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decision of the Port Director within 30 days of the filing of the notice of appeal.

6. Upon completion of the Mayoral appeal process outlined above, the aggrieved party may elect to further appeal to the Pensacola City Council by filing a written notice of final appeal in the Office of the City Clerk within 14 days after the date of issuance of the Mayor's appeal decision. The notice of final appeal shall set forth a short and plain statement alleging the reasons why Port Director's and Mayor's decisions were not in compliance with the provisions of this Policy. The City Clerk shall refer the appeal for a hearing and action by City Council. In the event of grievance filed, the effective date of license will be suspended until such date as City Council may make a ruling in the matter.

7. City Council will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decisions of the Port Director and Mayor at the next scheduled regular meeting of City Council following receipt of the notice of final appeal.

Freight Handling Permit

1. If the applicant is qualified under the criteria established in Sections II and III, the Port Director may issue a Freight Handling Permit.

2. Notice of the issuance of a Freight Handling Permit by the Port Director shall be filed immediately in the Office of the City Clerk where it shall be available for public inspection.

3. The process for appealing Freight Handling Permit application decisions is the same as outlined in items 4 through 7 above.

The acceptance of a Stevedore License or Freight Handling Permit shall signify the consent of the licensee or permitee to be governed by the rules and regulations published in the Port of Pensacola Terminal Tariff filed electronically on the Port of Pensacola's website (www.portofpensacola.com) in accordance with the provisions of the Ocean Shipping Reform Act of 1998.

Each firm licensed under the Stevedore License or Freight Handling Permit in accordance with the provisions with this Policy is required, as a condition of the License or Permit, to establish a local telephone number for the purpose of communicating with representatives of the Port of Pensacola and/or prospective business clients.

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SECTION V	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT FEES (Effective: January 1, 2015)**	
	A separate License or Permit is required for each category of business.	
	Stevedore License Fee	
	Initial Processing Fee or Reinstatement Fee (When License is Revoked)	$2,500.00
	Annual Renewal Fee	$ 750.00
	Freight Handling Permit Fee	
	Initial Processing Fee or Reinstatement Fee (When License is Revoked)	$1,000.00
	Annual Renewal Fee	$ 500.00
SECTION VI	**STEVEDORE LICENSE AND FREIGHT HANDLING PERMIT RENEWAL APPLICATION POLICY (Effective: January 15, 2015)**	
	1. All applications for renewal shall be submitted to the Port Director at least 45 days prior to the expiration date of the License or Permit and shall be accompanied by the Annual Renewal Fee as applicable under **Section V** in this item. Upon receipt of the application for renewal, the Port Director shall review the licensee or permitees past performance; financial condition; tonnage contracted or sub-contracted; and, such other matters as the Port Director deems appropriate. The Port Director may issue a renewal upon confirmation that the applicant meets existing criteria. If the Port Director fails to grant a renewal, the decision may be appealed in accordance with the appeal process outlined elsewhere in the **Appendix A**, if requested by the applicant. 2. The Port Director may revoke any Stevedore License or Freight Handling Permit after due notice if he finds misconduct, neglect of duty or other cause or complaint sufficient, in his opinion, to justify such revocation. In each instance, the licensee or permitee shall be granted an appeal, if so desired. 3. No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permitee without written approval by the Port Director in advance. All applications for transfer or assignment shall be submitted to the Port Director. Prospective transferees shall provide to the Port Director an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days.	

SECTION VII	STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015)

Upon Application of Stevedore License and Freight Handling Permit under Port of Pensacola's Terminal Tariff No. 5-A **ITEM 241a** "Insurance" and **ITEM 241c** "Stevedore and Freight Handler Insurance," or any revisions or reissues thereof or any successor tariff, the applicant shall furnish a bond or letter-of-credit in the penal sum of Ten Thousand Dollars ($10,000.00) payable to the City of Pensacola which shall guarantee the applicant's proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations.

In addition to the aforesaid bond or letter-of-credit, each applicant shall file a Certificate of Insurance evidencing insurance coverage in the form and amounts as delineated below. Applicable to both Stevedore Licenses and Handling Permits except as noted:

TYPE OF COVERAGE	LIMITS
Workman's Compensation	Statutory
Longshore and Harbor Workers	Statutory*
Stevedore Legal Liability (With City of Pensacola Listed as an Additional Insured)	$ 500,000.00
Employer's Liability	$ 500,000.00
Automobile	$1,000,000.00**
Commercial General Liability (With City of Pensacola Listed as an Additional Insured)	$1,000,000.00
Performance Bond/Letter of Credit	$ 10,000.00
Umbrella Coverage	To make up the difference between the policy limits of underlying policies and the total amount of coverage required.

NOTES

* Not Required for Freight Handling Permit

** Combined Single Limit Bodily Injury and Property Damage

Such policy or policies shall contain a clause stating that the Insurer will not cancel or change such insurance without first giving the City of Pensacola/Port of Pensacola thirty (30) days prior written notice of intent to so cancel or change. A copy of such policy or policies of insurance, or certificates of insurance so furnished shall certify that the policy or policies comply with the requirements thereof.

Under the General Liability section, policy must show Port of Pensacola/City of Pensacola as additional insured.

The Stevedore Franchisee/Freight Handler shall indemnify and hold harmless the City of Pensacola/Port of Pensacola its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, property damage, including loss of use of property, or demurrage, and reasonable attorney's fees, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely out of the negligence of Stevedore Franchisee/Freight Handler or

	not. This obligation shall not be limited by, or in any way, to any insurance coverage or by any provision in exclusion or omission from any policy of insurance. Stevedore Franchisee/Freight Handler agrees to pay on behalf of the City of Pensacola/Port of Pensacola, as well as provide a legal defense for the City of Pensacola/Port of Pensacola, both of which will be done only if and when requested by the City of Pensacola/Port of Pensacola, for all claims as described in the above paragraph. Such payment on the behalf of the City of Pensacola/ Port of Pensacola shall be in addition to any and all other legal remedies available to the City of Pensacola/Port of Pensacola and shall not be considered to be the City of Pensacola/Port of Pensacola's exclusive remedy. Nothing contained herein shall be deemed to exculpate or relieve the City of Pensacola/Port of Pensacola from liability for its own negligence. Cancellation of insurance or aforementioned bond or letter-of-credit shall be grounds for immediate revocation of Stevedore License or Freight Handling Permit.

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APPLICATION – STEVEDORE FRANCISE LICENSE/FREIGHT HANDLING PERMIT
(Effective: January 1, 2015)

1.	APPLICANT:			
2.	LOCAL MAILING ADDRESS:			
3.	MAILING ADDRESS OF CORPORATE HEADQUARTERS:			
4.	FORM OF BUSINESS ENTITY: (Check One)	□ Corporation □ Partnership □ Proprietorship		
5.	STATE OF INCORPORATION:		DATE OF INCORPORATION:	
6.	FLORIDA RESIDENT AGENT And ADDRESS:			
7.	TYPE OF LICENSE APPLIED FOR: (Check One)	□ Stevedore Franchise □ Freight Handling Permit		
8.	Has applicant ever been refused a Stevedore Franchise, Freight Handling Permit, or Bond?			□ Yes □ No
9.	List previous business history, including dates and locations: (Use Additional Sheets if Necessary)			
	Date	**Previous Business History**	**Locations**	
10.	List names and addresses of all officers, directors, and stockholders of the corporation. If said firm is sole proprietorship or partnership, list principles and their addresses and percentage of ownership: (Use Additional Sheets if Necessary)			
	Position	**Name**	**Address**	**% of Ownership**
11.	Has officer, director, stockholder, or partner of Applicant ever been convicted of a felony or entered a plea of nolo contender? If so, explain:			□ Yes □ No
12.	List advantages you believe your company can bring to the Port of Pensacola:			

13.	In support of this Application, please provide the following documents:

1. Ownership or availability of equipment essential to the performance of proffered service, and;

1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days notice):

	TYPE	MINIMUM
□	Worker's Compensation Insurance	Statutory
□	Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)	Statutory
□	Employer's Liability Insurance (Including Jones Act)	$ 500,000
□	Stevedore's Legal Liability	$ 500,000
□	Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)	$1,000,000
□	Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required	
2.	Performance Bond or Letter of Credit	$ 10,000
3.	Enclose check for applicable license:	

	TYPE	AMOUNT
□	Stevedore Franchise License Initial Application or Reinstatement	$2,500
□	Stevedore Franchise License Renewal	$ 750
□	Freight Handling Permit Initial Application or Reinstatement	$1,000
□	Freight Handling Permit Renewal	$ 500

4. Financial Statements – Last two (2) years; Audited Preferred

14.	Please write a narrative explaining as to why the Applicant is qualified to hold a Stevedore Franchise or Freight Handling Permit with the Port of Pensacola (Attach as a Separate Piece of Paper).
15.	If Applicant is owned by a holding company, list names and addresses of all officers stockholders and directors of the holding company and percentage of ownership.

Position	Name	Address	% of Ownership

16.	Does Applicant have any affiliated or subsidiary companies? If so, please list:	□ Yes □ No

Company Name:	Address:

17.	Provide any other information which Applicant thinks might be of value to the Port Director regarding this application (Use Separate Piece of Paper if Necessary).	
18.	Rules and Regulations Governing Stevedore/Freight Handling Operations at Port of Pensacola.	
	1.	The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.
	2.	The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.
	3.	The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.
	4.	The Stevedore Franchisee/Freight Handler shall cooperate fully with the Port in all respects by: a) Advising in advance concerning the type of vessel to be loaded or unloaded; the estimated quantity of cargo to be loaded or unloaded; any special problems known in advance; b) Determining the equipment needed for the operation, and; c) Coordinating the sequence and timing of handling or loading/unloading operations for the convenience and efficiency of the PORT OF PENSACOLA;
	5.	The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.
	6.	The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.
	7.	The Stevedore Franchisee/Freight Handler shall observe and operate in accordance with all laws, ordinances, rules and regulations applicable in any area within the jurisdictional limits of the CITY OF PENSACOLA. Additionally, the Stevedore Franchisee/Freight Handler shall conduct, observe, operate and comply with rules and regulations promulgated by the Port Director with respect to activities on Port property including, but not limited to: a) Parking or driving; b) Operation of heavy equipment and protection of property, and; c) Servicing or repairing equipment;

	8.	The Stevedore Franchisee/Freight Handler shall furnish Certificates of Insurance evidencing continuous coverage as delineated in **ITEM 241a**, **ITEM 241c**, and **Section VII** of **Appendix A** of this Tariff.
	9.	In the event the PORT OF PENSACOLA furnishes equipment for the exclusive use of the Stevedore Franchisee/Freight Handler (subject to conditions, availability and charges), such equipment shall be under the direction and control of the Stevedore Franchisee/Freight Handler and the Stevedore Franchisee/Freight Handler is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment except to the extent that such injuries or damages arise directly out of proven negligence by the PORT OF PENSACOLA. It is incumbent upon the Stevedore Franchisee/Freight Handler to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, if any; there being no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
	10.	It is agreed that all such equipment will be properly used by the Stevedore Franchisee/Freight Handler and not subject to abuse or more-than-normal wear and tear. If there is any such abuse or more-than-normal wear and tear, the Stevedore Franchisee/Freight Handler shall pay for the damage to such equipment.
	11.	Upon conclusion of the period of use, all such equipment shall be returned to the PORT OF PENSACOLA in the same condition as when received, normal wear and tear expected.
	12.	It shall be incumbent upon the Stevedore Franchisee/Freight Handler to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
	13.	It is understood and agreed that Stevedore Franchise/Freight Handler will defend, indemnify and hold harmless the City of Pensacola/Port of Pensacola for any and all demurrage and/or detention charges, including costs or attorney's fees, arising out of its freight-handling operations at the Port.

STATEMENT OF UNDERSTANDING

I attest that all information provided in this application is true and accurate to the best of my knowledge. Furthermore, I attest that I have read, understood and agree to be bound by all applicable sections of the Port of Pensacola Tariff No. 5-A and all its revisions and amendments, with particular attention to those items dealing directly with Stevedoring/Freight Handling operations.

Agreed to this _____ day of _____, 20_____.

BY: _____
(Authorized Representative – Notarized Signature Required)

_____
(Name of Firm)

Receipt Acknowledged:

_____ _____
(Port Director or Authorized Representative) (Date)