



# **MARINE TERMINAL OPERATOR SCHEDULE NO. 8.0**

**(Commonly, and herein, referred to as “Tariff”) of the  
MISSISSIPPI STATE PORT AUTHORITY AT  
GULFPORT**

**FMC Marine Terminal Operator Number 002011**

**In Accordance with the Rules for Marine Terminal Operators in  
conformance with the Federal Maritime Commission**

**Note: All previous Tariffs, Rules, Regulations and Rates written, printed or  
oral,**

**Heretofore adopted, are hereby rescinded.**

**NAMING RATES, RULES, AND REGULATIONS  
FOR  
MARINE TERMINAL SERVICES**

**APPLYING AT THE  
PORT OF GULFPORT**

**Located At**

**Latitude 30°21'03.7"N, Longitude 89°05'33.0"W**

**Issued December 19, 2023**

**EFFECTIVE 1 MARCH 2024**

# REVISIONS

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<b>Document</b>	<b>Date</b>	<b>Section/</b>	<b>Revised By</b>
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## **SECTION I. GENERAL INFORMATION**

### **A. INTRODUCTION**

1. **SCOPE** – The rules, regulations, conditions, rates and/or charges set forth in this Tariff shall apply to and include all facilities, roads, rail, docks, wharves, or properties owned, operated, or managed by the Mississippi State Port Authority (hereafter, “MSPA”) for/in the Port of Gulfport and that lie in or adjacent to the deepwater port.
2. **APPLICABILITY** – The rules, regulations, conditions, rates and/or charges set forth in this Tariff shall apply to all vessels, agents, owners, masters, operators, truckers, rail operators, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents, and instruments.
3. **IMPLIED CONTRACT** – Entry upon MSPA properties, docking at the Terminal or fleeting at MSPA properties or inclusive waterways by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port and Terminal’s Tariff and Rules and Regulations.
4. **RESPONSIBILITY** – Any person or persons acting on behalf of entities using the Terminal or facilities, or agents thereof, shall be jointly and severally responsible for all payment of charges as set forth in this Tariff.
5. **RISK** – Persons entering MSPA properties shall do so at their own risk.
6. **COMPLAINTS** – Shipper’s requests and complaints shall be promptly and fairly considered by the MSPA provided that they are submitted in writing to the Director of Operations at the address indicated in the Tariff.
7. **CHANGES** – The MSPA and its Director of Operations (as authorized) reserves the right to alter, change, amend, or modify any of the provisions contained herein, upon reasonable notice to vessels and tenants using the Port and its facilities. The date and reference to such changes shall be noted on the Revision page of this document.
8. **NON-RETROACTIVE** – When the action of the MSPA is in response to a user’s request or complaint and requires Tariff change, no such change will be retroactive.
9. **RULE OF LAW** – The laws of the United States of America and the State of Mississippi shall apply to the provisions of this Tariff.

10. CONTACTS – Mississippi State Port Authority  
Post Office Box 40  
Gulfport, MS 39502  
Matt Gabbett, Director of Operations  
Office: 228-865-4300  
Email: mgabbett@shipmspa.com

11. HOURS OF OPERATION – The Port of Gulfport operates 24 hours a day, seven days a week. The Administrative Offices are open from 8 AM to 5 PM Central Time, Monday - Friday. Administrative offices close for lunch from 12 PM – 1 PM Central Time and are closed on major holidays.

12. HOLIDAYS – For the purposes of this Tariff, the holidays listed below are observed by the MSPA, or any day celebrated in lieu thereof.

New Year’s Day	January 1*
Martin Luther King Jr. Day	Third Monday of January
Washington’s Birthday	Third Monday of February
Good Friday	Friday Before Easter Sunday
Memorial Day	Last Monday of May
Independence Day	July 4*
Labor Day	First Monday in September
Veterans’ Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*

\*When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday will be considered a holiday.

## **B. RIGHTS AND COMPLIANCE**

1. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS – The MSPA and its CEO/Executive Director reserve the right to execute supplemental or separate contracts – including lease agreements with tenants - outside of this Tariff, are subject to the Federal

Maritime Commission Rules, Regulations, and administrative rulings. Such contracts shall be consistent with the provisions of this Tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this Tariff.

2. **RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATIONS** – The MSPA, through the Director of Operations or designee, reserves the right to establish and enforce separate Rules and Regulations in addition to the provisions of this Tariff which shall apply to all Port users and with the same authority and in the same manner as the Tariff.
3. **RIGHT OF FINAL DECISION** – In the event of a dispute regarding any of the terms and conditions as stated in this Tariff, supplemental Rules and Regulations, or supplemental contracts, the decision of the Director of Operations shall be final.
4. **ADDITIONAL COMPLIANCE** – Users of the MSPA’s Port facilities in the Port of Gulfport are subject to Federal, State, and Municipal regulations as applicable, as well as supplemental Terminal Rules and Regulations as established by the MSPA or its Director of Operations.
5. **SECURITY** – Users are advised that designated portions of the properties and facilities of the MSPA are subject to the federal security regulations under 33 C.F.R. Part 105.
6. **SAFETY** – Users shall comply with the requirements as set forth in the Occupational Safety and Health Act as stipulated in Public Law, 91-596.
7. **LICENSE REQUIREMENT** – No party or contractor may conduct business on the facilities associated with the marine terminals without a license or permit issued by the Director of Operations. The MSPA reserves the right to issue non-exclusive Terminal Operating Permits to qualified firms handling specific cargoes.
8. **ALTERATION OF PROPERTY** – No property of the MSPA shall be altered in any fashion without express permission of the Director of Operations or the MSPA.
9. **ACCESS TO TERMINAL** - Access to port facilities is restricted to those parties licensed by MSPA and engaged in the business of the port or have business on the port as approved by the Director of Operations. The Director of Operations shall, at all times, have the right to refuse access to the port or any portion thereof by any person or vessel or to remove any vessel, person, or cargo at any time from any dock or port facility.

10. CONTROL OF PERSONNEL ON TERMINAL - Personnel are subject to the Rules and Regulations of the Port and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Director of Operations.

## SECTION II. SYMBOLS, ABBREVIATIONS, AND DEFINITIONS

### A. SYMBOLS AND ABBREVIATIONS

%	Per Cent	Lbs.	Pounds
AM	Before noon, local time	LT	Long Ton – 2,240 lbs.
COR	Certificate of Registry	MBF	Thousand Board Feet
EA	Each	NOS	Not Otherwise Specified
FMC	Federal Maritime Commission	PM	After noon, local time
FSO	Federal Security Officer	Ro-Ro	Roll On-Roll Off
FSP	Federal Security Plan	T	Short Ton – 2,000 lbs.
Ft	Feet	USD	U.S. Dollars

### B. DEFINITIONS

Unless provided otherwise in this Tariff, applicable definitions set forth in 46 C.F.R. § 525.1(c) (2022) shall control.

1. BARGE – Any non-self-propelled vessel.
2. BARREL – Equivalent to 42 US gallons of fresh water.
3. BERTH – The area of water alongside a Pier where a vessel is docked.
4. CARGO – Commodities or materials to be loaded on or discharged from a vessel, truck, container, or railcar.
5. CARGO OWNER – The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
6. DEMURRAGE/PIER OR PROPERTY STORAGE – A charge assessed against cargo which remains on the Pier or Port property after expiration of the free time allowed.
7. DOCK – All docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the MSPA.
8. DOCKAGE – Charges assessed against the vessel for the service of providing space alongside of a wharf, pier, within a slip or adjacent seawall structure for the Docking or berthing of watercraft, or the mooring thereof, or another watercraft so berthed.

9. **DUNNAGE** – Pieces of wood, matting, synthetic material, or similar material used to secure cargo aboard a vessel or used for handling and storing cargo ashore.
10. **DIRECTOR OF OPERATIONS**– The Director of Operations, or their designee, who shall be the local representative responsible for the management of the designated marine Terminal facility and Port properties.
11. **FACILITY SECURITY OFFICER (FSO)** – The designated individual, or their designee, responsible for the requirements of the Facility Security Plan under 33 C.F.R. Part 105.
12. **FACILITY SECURITY PLAN (FSP)** – The plan for Terminal security under the requirements of 33 C.F.R. Part 105.
13. **FREE TIME** – The time period during which cargo may occupy space assigned to it on the Terminal without being subject to demurrage or storage charges, including cargo allowed to remain on the Terminal or property free of charge immediately prior to the loading of the vessel, or immediately subsequent to its discharge from a vessel until such time the cargo is removed from the Terminal or associated facilities.
14. **FREIGHT** – Cargo (see “cargo”), or other materials delivered to a vessel as supplies for that vessel.
15. **HANDLING** – The physical movement of cargo or persons as managed by personnel with or without mechanical means.
16. **HANDLING CHARGE** – The charge assessed in performing loading or discharge of cargo between vessel’s cargo handling equipment, or Terminal’s cargo handling equipment, and place of rest on Dock, truck, vessel, or other conveyance.
17. **HAZARDOUS CARGO** – Any liquid or solid material as defined under 49 C.F.R. Parts 171-179, or as designated by the U.S. Environmental Protection Agency and/or the Mississippi Department of Environmental Quality as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling, and disposal.
18. **LAYBERTHING** – A vessel moored at the Pier in an inactive status and not engaged in operations, cargo handling or active use. Special provisions may apply.
19. **LICENSE** – A document issued by the Director of Operations granting permission to the licensee to conduct business on the property managed by the MSPA

20. **LIVESTOCK** – Any live animal, such as cows, horses, sheep, goats, pigs, canines, caged birds, and other creatures handled as cargo, excluding seafood.
21. **LONGSHOREMAN** – Any person, including general labor, engaged in the handling of cargo.
22. **MANIFEST** – Any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
23. **METRIC TON (MT)** – 2,204.6 pounds U.S., or 1,000 kilograms
24. **MILITARY CARGO** – Any cargo contracted through the U.S. Department of Defense, or its respective agencies.
25. **MSPA** – The Mississippi State Port Authority, its governing authority, or its duly authorized representative, including, but not limited to, the Director of Operations.
26. **OVERALL** – The greatest distance between two points either above or below the water.
27. **OVERSIDE CARGO HANDLING** – Shipments handled over the rail or deck edge of a vessel (overside) of a vessel or vessels alongside Dock where freight or cargo is transferred directly between vessels berthed at wharf, but not using facilities or wharf in its transfer, or freight received by vessel or discharged into the water, to barges, boats, or other vessels, while vessel is berthed at wharf.
28. **PACKAGE** – A container other than a standard steel intermodal shipping container such as a barrel (other than barrel of liquid) for dry material, fish product container, palletized and wrapped material, or other type container used for the handling of dry commodities.
29. **PALLETIZED FREIGHT** – Freight attached to a pallet which may be wrapped or attached by other means for individual handling.
30. **PER DIEM** – A period of one day, equivalent to 24 hours.
31. **PERISHABLE CARGO** – Agricultural or seafood products required to be stored and transported in temperature-controlled environments.
32. **PERSON** – Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities, and agents

and/or their instruments thereof.

33. PIER – The fixed structure along the water’s edge to which is a vessel may be tied up and moored.
34. PORT – Lands lying within, adjacent to or near the deep-water seaport in Gulfport, Mississippi that are owned, controlled or operated by the MSPA and not within the jurisdiction of any other public body.
35. PROCESSED – Cargo that has been significantly altered to increase its monetary value or physically changed in such a way that its primary use has been changed.
36. PUBLIC VESSEL – Any vessel owned by the U.S. Federal Government, a U.S. State Government, a U.S. municipal government, or any U.S. public governmental agency.
37. REEFER – Refrigerated cargo or the temperature-controlled unit that it is contained within.
38. RO-RO RAMP – The floating or fixed ramps at the facilities used for the transferring of vehicles to and from vessels.
39. SEAFOOD – Any species of fish, shellfish, or other aquatic animal harvested from any body of water.
40. SHORT TON – 2,000 pounds U.S.
41. SLIP – A berth for smaller vessels.
42. STEVEDORE – Any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.
43. STRIKE STORAGE – Charge assessed against cargo remaining on the Pier at the commencement of a strike or other labor action, which prevents receipt or delivery of cargo. The time period for this charge begins upon expiration of free time and ends upon removal or clearance of the cargo from the Pier.
44. TENANT – Any party that leases property for exclusive or non-exclusive use at a marine facility.
45. TERMINAL – Terminal shall include all land, Docks, Piers, slips, wharves, ramps, bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways,

cargo-handling equipment, property, and other infrastructure associated with the marine facilities.

46. **TERMINAL OPERATOR** – The MSPA or an entity holding an authorized Terminal Operator Permit to handle cargo operations at the Terminal and approved to do so by the Director of Operations.
47. **TERMINAL OPERATOR PERMIT** – A permit issued by the Director of Operations to a qualified entity for operating at the Marine Terminal in the Port.
48. **USER** – Any party undertaking operations on Port property, including transportation providers, Terminal operators, stevedores, longshoremen, cargo owners, or other entities responsible for operations on Port property.
49. **VEHICLE** – Any car, truck, or other mobile unit, either self-propelled or not self-propelled by nature of design or inoperative, including cars, trucks, wheeled equipment, cranes, construction and heavy equipment and mobile weapons.
50. **VESSEL** – Any floating craft, self-propelled or non-self-propelled, including commercial vessels and boats; fishing boats; recreational boats; barges, skiffs, or similar craft; as well as public vessels and craft.
51. **VESSEL OPERATOR** – The operator, agent, owner, or their designee, of a vessel.
52. **WHARF** – The cargo handling area that is located on the Terminal.
53. **WHARF Demurrage** – The charge assessed against cargo remaining on a Pier or wharf after the expiration of free time, or for providing warehousing or other uses of Terminal facilities for the storage of inbound, outbound, import or export cargo, with the permission of the Director of Operations.
54. **WHARFAGE** – The charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

### **SECTION III. GENERAL RULES AND REGULATIONS**

#### **A. GENERAL**

1. **PUBLIC THOROUGHFARES** – The Port and its associated properties are not public thoroughfares.

2. ACCESS TO PORT FACILITIES – The Director of Operations shall at all times have the right to refuse access to any property, Dock, or Terminal facility by any person or vessel or to remove, or cause to remove, any vessel, person, or cargo at any time from any property, Dock, or Terminal facility. This right shall be reserved at all times to the Director of Operations without responsibility for demurrage, loss, or damage when:
  - a. Previous arrangements for use, space, receiving, or unloading have not been made with the Director of Operations;
  - b. The Vessel is unsafe or hazardous and may pose a risk to life or property;
  - c. The value of the Vessel, in the opinion of the Director of Operations, is less than the probable service charges and other charges related to its use of the Dock or Terminal facilities;
  - d. During periods of congestion, or in cases of emergency, when, in the judgment of the Director of Operations, the circumstances then prevailing or likely to occur will prevent the Dock or Terminal facilities, or any Portion of them, from providing customary services to the public; or
  - e. Persons have violated federal, state, municipal, or Port regulations.
  
3. DAMAGE TO FACILITIES –
  - a. Vessel Operators and all other users are held liable for any damage to facilities resulting from their use.
  
  - b. Vessel Operators and users will be held responsible for damage done to the Dock when landing, laying alongside, or when leaving the Dock.
  
  - c. In the event any damage is done to Terminal or Pier property, the person or persons responsible for said damage, or in any way involved, shall, within 24 hours, give a full report to the Director of Operations giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentalities involved, as well as any other pertinent facts and information which may be available.
  
  - d. The person, persons, or entity causing the damage will be held responsible for reimbursing the Terminal for the cost of repairing said damage, including the cost of any emergency actions required to be taken by the Director of Operations, the Terminal, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

- e. The Director of Operations reserves the right to repair, contract, or cause to be repaired, any and all damage to Docks, wharves, buildings, utilities, and equipment caused by Vessels, their owners and/or agents, operators, or other parties and hold them responsible for payment. Any repair charges will be billed to users at cost plus 20%. All repairs must be reviewed and approved by the Director of Operations.
- f. Users are held liable for all claims, losses, costs, or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

## **B. HANDLING OF MATERIALS INCLUDING FREIGHT AND CARGO**

1. **RIGHT TO REFUSE CARGO** – The Director of Operations shall at all times have the right to refuse to accept, receive or unload, or permit a vessel to load or discharge:
  - a. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Director of Operations by the cargo owner;
  - b. Cargo not suitably packed for safe transportation;
  - c. Cargo with a cargo owner that is responsible for outstanding charges that have not been paid;
  - d. Cargo deemed by the Director of Operations, in the reasonable exercise of their discretion, to be offensive, perishable, obnoxious, or hazardous.
  - e. Hazardous cargo not prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 C.F.R. Parts 171-179);
  - f. Cargo, the value of which may, in the opinion of the Director of Operations, be less than the probable service charges and other charges related to it;
  - g. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Director of Operations, the circumstances then prevailing or likely to occur will prevent the Docks or Terminal facilities, or any Portion of them, from providing customary service to the public;
  - h. Cargo not properly labeled;

- i. Cargo beyond the acceptable, stated weight;
  - j. Cargo not properly packaged or contained;
  - k. Hazardous cargo that is mislabeled and/or was not previously granted permission to be accommodated; and/or
  - l. Cargo of a nature that may create a safety concern for the Port or when the Terminal is not properly equipped to handle such cargo.
2. **OFFENSIVE FREIGHT** – Hazardous or offensive freight, which, by its nature, is likely to damage freight or the Terminal is subject to immediate removal either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage, for the account of the cargo owner.
3. **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO** – The Director of Operations may move or remove Cargo from the Terminal to safeguard life and property, for the convenience of the Director of Operations, or if freight remaining on wharf or wharf premises remains after expiration of free time. Freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee, vessel operator, or carrier as responsibility may appear.
4. **ACCESS TO CARGO RECORDS** – The vessel operator will be required to allow the Director of Operations to have access to the manifest of cargo, loading list, or other transportation documents at the earliest time that such documents are available and no later than 48 hours prior to the time that cargo and/or passengers are to be loaded to or discharged from a vessel. Such documents must be provided for the purpose of supervising the proper use of the Terminal and obtaining the data necessary to permit the correct determination of charges. Any such information shall not be disclosed to any person other than a member of the Port Commission or MSPA staff carrying out official duties, unless a formal request is received, and a legal determination is made which requires the release of this information.
5. **STORAGE LOCATION** – The MSPA reserves the right at its option to require the cargo owner to store in a public warehouse, or to move to another location on the Terminal at the entire risk and expense of the cargo owner, all cargo which is not removed at the expiration of the prescribed free time. The MSPA shall have a lien on such cargo for all charges due.

6. **ABANDONED CARGO OR EQUIPMENT** – If cargo (such as damaged or unsaleable cargo) or equipment is abandoned and left upon the Terminal, the cargo owner will be responsible for removal of such cargo at its own expense and for reimbursement to the MSPA if any wharfage, demurrage, or other charges have accumulated. The Director of Operations may, at their discretion, require a delay in departure of the vessel until such cargo or equipment has been removed, and all accrued charges have been paid in full. Cargo or equipment abandoned on the Terminal may be disposed of in a manner determined by the Director of Operations including disposal or sale of the cargo or equipment as appropriate.
7. **HAZARDOUS CARGO** – Notice shall be given to the Director of Operations of any vessel, truck, rail, vehicle, or any other conveyance carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of Docks. Such notice shall include Material Safety Data Sheets (MSDS) for all hazardous cargo. All hazardous cargo must be properly labeled in accordance with Federal HAZMAT and International HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the Terminal.
8. **EXPLOSIVES AND DANGEROUS OR OBNOXIOUS CARGOES** – No gunpowder, explosives or other dangerous or obnoxious cargoes listed in USDOT Hazard Classification System Classes 1 through 9 inclusive shall be discharged or loaded upon the Terminal except by written permission of the Director of Operations. Firearms, civilian or military, and military equipment shall be considered as dangerous cargo under this item.
9. **EXPLOSIVES OR VOLATILE CARGO PERMIT** – The following shall apply:
  - a. The acceptance, handling, or storage of explosives, highly flammable, corrosive, highly volatile material shall be subject to special arrangements with and permission of the Director of Operations and governed by rules and regulations of Federal, State, local authorities, and the Rules and Regulations of the Port of Gulfport
  - b. Written applications for the transfer or movement of explosives and dangerous or obnoxious cargoes through the Terminal shall be made to the Director of Operations. Such application shall, at a minimum, include the following information:

1. Names, addresses, telephone numbers and other pertinent information regarding persons and agencies to contact in the event of emergency;
  2. Description of the cargo, including DOT Hazard Classification System Class 1 through 9 designations;
  3. Amount of cargo, including the number and weight of packages or containers;
  4. Copies of relevant Safety Data Sheets (SDS) that clearly state the nature of the cargo or other materials brought on site and specific emergency response actions to be taken in the event of spillage, fire or other emergency;
  5. Copies of all relevant DOT shipping documents specifying the shipping name of the cargo, hazard class or division thereof, packing group, and emergency response requirements; and
  6. Copies of relevant documentation for cargoes comprised of firearms, firearms components, and/or military equipment, including required End-User Certificates, along with relevant shipping and clearance documents.
- c. All explosives or other dangerous or obnoxious cargoes, if permitted to be loaded or unloaded at the Terminal, shall be clearly labeled in accordance with all applicable Federal, State, and Municipal laws and regulations governing the transportation, storage, and handling of hazardous cargoes.
- d. The handling, loading, unloading and storage of explosives and/or other dangerous articles or substances shall be subject to all applicable laws, rules and regulations promulgated by the United States of America, the State of Mississippi, the City of Gulfport, and other proper and competent authorities.
- e. If handling is permitted, cargo of class 1 (explosive) or class 7 (radioactive) designation, or acids, corrosive liquids, or poisons, for loading to or discharging from a vessel, shall not be allowed on the Terminal until it can be loaded aboard a vessel or be allowed to remain on the Terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel, except by the express written permission of the Director of Operations. The Director of Operations shall be notified as far in advance as possible of the date and time of receiving such cargo, in order that a suitable location may be designated for a temporary place of rest for such cargo pending loading and removal from the Terminal. Such notification shall include any special provisions for cargo handling and security, the cost of which shall be the responsibility of the vessel or owner. Inbound, such cargo shall be removed from the Terminal forthwith on the day it is discharged.

- f. The Director of Operations may require the vessel operator and/or cargo owner to employ special watchmen or security at the operator's or owner's expense, to watch over any dangerous cargo on the Terminal when in the judgment of the Director of Operations such action is necessary to protect the public safety, property and cargoes against fire or other hazards until the cargo has been removed from the Terminal.
  - g. In the event of spillage, breakage, release, fire, or other emergency event, the Vessel Operator and/or Cargo Owner of the dangerous cargo shall have sole responsibility for the costs of emergency response, including the costs of any clean-up and repair actions required to make the Terminal safe for general use.
10. OWNERS RISK – Glass, liquids, and fragile articles will be accepted only at the cargo owner's risk for breakage, leakage, or chafing. Freight subject to damage due to extremes of temperature will be accepted only at cargo owner's risk. Freight in open storage on wharf platforms or ground is at Cargo Owner's risk for loss or damage. Timber and logs or lumber rafts, and all watercraft, if and when permitted by the Director of Operations to be moored in slips at fleeting areas, moorage dolphins, at wharf, or alongside vessels, are at Cargo Owner's and/or Vessel Operator's risk for loss or damage.
11. LIVESTOCK – The acceptance and handling of livestock shall be subject to special arrangements with the Director of Operations, and governed by rules and regulations of Federal, State, and local authorities.
12. OVERWEIGHT CARGO - Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

### **C. RIGHTS OF THE TERMINAL**

- 1. RIGHT TO BOARD VESSEL AND INSPECT – The Director of Operations may enter upon and inspect any vessel at the Terminal to determine the kind and quantity of cargo aboard or to identify safety or security concerns. No person or persons shall hinder, molest, or refuse entrance upon such vessel for the stated purposes above.
- 2. MANIFESTS REQUIRED OF VESSELS – Vessel operators, shippers, operators, or their agents are required to furnish the Director of Operations with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the Docks or Terminal facilities. Such manifests

must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

#### **D. ENVIRONMENTAL**

1. **COMPLIANCE** – All users, cargo owners, vessel operators, and persons entering the Port shall comply with all environmental regulations of the Federal government, State of Mississippi, the Mississippi Department of Environmental Quality, the City of Gulfport, and the MSPA.
2. **RUBBISH** – No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse, or other materials placed temporarily on the Terminal must, upon demand, be removed from the Terminal by the person or persons placing it there. The Director of Operations reserves the right to remove or cause to be removed rubbish at the expense of the party responsible. Rubbish may only be removed from the Terminal by contractors licensed by the Director of Operations.
3. **DISCHARGE OF LIQUIDS** – Vessels may not discharge fluids overboard including black water, graywater, or other liquids while at the Terminal. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.
4. **STACK EMISSIONS** – Vessels may not produce visible or noxious stack emissions at any time while alongside the Terminal. All vessels must conform with international rules and Environmental Control Area requirements for stack emissions.
5. **DUNNAGE** –
  - a. All dunnage entering the Terminal utilized for import or export to or from international locations shall be certified infestation-free and marked accordingly with an ISPM 15 Mark or equivalent.
  - b. If Dunnage material, packaging material, wires, bands, or refuse of any kind have accumulated on the Terminal during cargo storage, loading or unloading, the vessel operator will be held responsible for the prompt removal of such material immediately at the completion of loading, unloading, or handling operations, and such removal is to be at vessel operator's expense. If such requirement is not promptly complied with, the Director of Operations will immediately remove, or cause to be removed, such material, and the expense incurred will be charged to

the vessel operator or shipper.

6. HAZARDOUS MATERIAL STORAGE AND WASTE –

- a. No dangerous or hazardous waste materials may be stored on the Terminal by any persons without permission of the Director of Operations.
- b. All such materials, liquid or solid, must be promptly removed from the premises at the completion of loading, unloading, or maintenance operations at the expense of the persons responsible for such materials.
- c. All persons at the Port shall comply with all relevant provisions of Federal, State, Municipal, and MSPA laws and regulations in the storage, handling, and disposal of hazardous waste materials.
- d. Compliance shall be in such a manner to avoid environmental harm and to create no indemnity for MSPA.

**E. VESSEL MOORING**

1. BERTHED – The following rules apply to all vessels berthing or moored at the Terminal.
  - a. Vessels berthing or moored at the Terminal must be properly managed at all times.
  - b. Vessels berthing or moored at the Terminal must have available sufficient personnel and equipment to move the vessel at all times.
  - c. Vessels berthing or moored at the Terminal must meet international and Federal Security regulations and other rules including properly licensed and documented personnel.
  - d. In the event of severe weather, the Director of Operations reserves the right to order one or more tugs or towboats if, in his/her opinion, the use of tugs or towboats is appropriate. In such case, the vessel operator shall be responsible for the cost of tugs or towboats.
  - e. Vessel personnel shall monitor, at all times, weather conditions and traffic to ensure there is no risk to the vessel while moored at the Terminal. The Director of Operations reserves the right to shut down operations between the vessel and the Terminal if, in his/her opinion, a danger to personnel or property exists.

- f. Any user wishing to conduct equipment or vessel maintenance must notify, and receive permission from, the Director of Operations. Permits are required for hot work.
  - g. The vessel operator shall take all precautions to ensure that any liquid waste discharged into tank trucks ashore is done in such a manner to conform with US non-pollution requirements and in a manner to prevent spills into the waters of the Port or on Terminal property. Only licensed vendors may be used for such waste discharge. Any spills must be reported to the Terminal immediately and, if in the waters of the Port, to the US Coast Guard.
  - h. Gangways between vessel and shore shall be properly secured and tended at all times. Where appropriate, safety nets may be required by the MSPA or the Director of Operations. Gangways shall be properly lit during periods of dusk, darkness, and limited visibility.
  - i. Vessel owners, agents, and/or operators for any vessels berthed, fleeted, or moored at the Terminal must be reachable by phone or radio at all times. The means and contact information must be provided to the Port Authority upon docking.
2. APPROACH AND DEPARTURE FROM BERTHS – Vessels approaching or departing berths when passing in and out of Federal and State channels, over submerged lands outside of the immediate Terminal berths, do so at their own risk and shall not hold the Port, MSPA, or the Terminal responsible for any vessel damage or casualty during such transit.
3. APPLICATION FOR BERTHING – All vessels desiring a berth at the Terminal shall, as far in advance of the date of Docking as possible, and no less than 48 hours in advance of the scheduled time of arrival, make application for berthing to the Director of Operations. Applications for berthing are provided by the Director of Operations on request.
4. ASSIGNED BERTH – All vessels receiving berth assignments from the Director of Operations, shall Dock or fleet at their respective assigned location at the Pier and in fleeting areas, at the time and for the period stated in their application, and shall be solely responsible for making prior arrangements for Docking assistance and related services, and for notifying the Director of Operations of such arrangements. Vessels berthing at the Terminal must provide confirmation of berthing to the Director of Operations at least 12 hours in advance of arrival.

5. NON-INTERFERENCE – All vessels are responsible for ensuring that personnel providing Docking assistance or loading, unloading, or handling services do not interfere in any way with the rights of other Terminal users or tenants to free access or use of their pertinent leased or designated areas of the Terminal, and that such personnel exit the Terminal upon completion of the relevant services.
6. OPERATIONAL SPACE – No personnel providing Docking assistance or loading, unloading, or handling services shall be allowed to enter into or infringe upon any space upon the Pier other than that required for Docking and cargo/passenger loading and unloading, and designated by the Director of Operations for such purposes. All vessel docking, loading and unloading, embarkation and disembarkation, and departure operations shall be conducted by the vessel in a manner that will not interfere with the operation of other users, including the movement of trucks, personnel, equipment, to or from any other part of the Terminal.
7. SCHEDULING OF VESSELS – The Director of Operations reserves the right to establish vessel berthing schedules and the use of all Terminal facilities for the convenience of the Port. If there are any vessel traffic or berthing conflicts, the Director of Operations shall have final authority over berthing assignments.
8. EMERGENCY COMMUNICATIONS - In case of emergency, including fire, explosion, or similar incident, and in case of injury, the vessel operator shall call 911 and then notify the Port Authority.
9. RIGHT OF TERMINAL TO MOVE VESSELS – The following shall apply:
  - a. Whenever necessary for the proper and safe operation of the Terminal and/or its facilities, the Director of Operations may order a vessel or its associated barges to depart the Terminal or to move to such other place as directed at the expense of the Vessel Operator. The Director of Operations may order a vessel to move, to such a place as directed, at the vessel operator's expense when, in the opinion of the Director of Operations:
    1. It is necessary for the proper operation of the facility;
    2. There is an emergency;
    3. Terminal congestion may be ameliorated by such a move;

4. A vessel is offensive or hazardous;
  5. A vessel contains hazardous cargo or cargo that is liable to damage other vessels, cargo, or Port facilities; or
  6. The vessel's berthing is in conflict with another vessel who had previous arrangements.
- b. The Director of Operations reserves the right to have a vessel moved or removed at the expense of the vessel operator when the order to comply is not acted upon.
  - c. If any damage occurs to the pier or other property as a result of such a move, or should any equipment and/or labor be rendered idle by such a move, all expenses shall be charged to the vessel operator.

## **F. LIABILITY AND INSURANCE**

1. **LIABILITY** – The MSPA, its officers, agents, or employees shall not be held responsible for loss or damage by whomever causes loss or damage to vessels, persons, or cargo or to any other property in or upon, or moving or being moved over, in, through, or under any pier, wharf or other structure or property owned, controlled, or operated by the MSPA, resulting from any cause whatsoever, including but not limited to, loss or damage which in any manner is caused by or results from the following: theft; pilferage; animals, including rats, mice, and other rodents; birds; insects; shrinkage, wastage, seepage, or leaking containers; heating; evaporation; fire or the extinguishing thereof; dampness; rain, floods, freezing, frost, or other action of the elements or acts of God; collapse of walls, piers, or other structures; breakdown of plant, machinery, or equipment; damaged cargo containers or packaging; floats, logs, or pilings required to breast vessels away from wharves; sabotage, insurrection, revolution, or war; riot; strikes or any combination of the foregoing, including clerical errors or omissions in the dispatch of cargo.
2. **RESPONSIBILITY FOR SAFETY, SECURITY** – Vessel operators shall be solely responsible for the safety and security of cargo, personnel, crew, and passengers loaded or unloaded, embarked or disembarked at the Terminal.
  - a. Vessel operators shall make proper provision, in consultation with the Director of Operations, for safety and security.

- b. Tenants leasing warehouse storage space or other facilities at the Port shall be solely responsible for the condition, safety, and security of stored goods and personnel providing services within their respective leased space.
  - c. Users agree to cooperate with the Director of Operations and enforce all applicable rules and regulations of the MSPA as contained in this Tariff, or supplemental rules, regulations, or agreements, with respect to its agents, employees, contractors, guests, and invitees.
3. **INSURANCE FOR SERVICES** – The rates contained herein do not include insurance of any kind. The interested party should procure insurance, including, but not limited to, fire, theft, casualty and liability or any other such insurance as deemed appropriate by the Director of Operations. The MSPA shall be under no obligation to provide insurance of any type for any vessel, cargo, or liability arising out of use of the Terminal.
4. **INSURANCE** – The Director of Operations reserves the right to request specific insurance and may request certificates from users to confirm they have the required levels to cover operations. The Director of Operations shall furnish the user with the requirements for insurance and minimum levels required. The MSPA can specify additional insurance for operations or users or may require to be named co-insured on policies. Requirements for users as applicable may include but are not limited to:
- a. Workers' Compensation, including Social Security, Unemployment, and Longshore and Harbor Workers endorsements, required under all applicable Federal and State statutes and municipal ordinances for all the user's employees performing its work, in amounts established by the state of federal law, and Employer's Liability Insurance in the amount of not less than \$1 Million (\$1,000,000.00);
  - b. Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured's care, custody, and control) against all claims for bodily injury, death, or property damage occurring on, in, or about any vessels being loaded or discharged by a party, or the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$1 Million (\$1,000,000.00) for each occurrence;
  - c. Stevedore and Terminal Operators Liability;

- d. Property Damage Insurance, with limits not less than \$500,000 per occurrence;
  - e. Commercial Automobile Liability;
  - f. Excess Public Liability and Property Damage Liability;
  - g. Protection, Indemnity and Hull Insurance with Wreck Removal rider;
  - h. Marine Pollution Insurance;
  - i. Cargo insurance;
  - j. Warehousing Legal Liability; and
  - k. Other such insurance coverage as deemed appropriate by the Director of Operations.
5. FORCE MAJEURE – In the case of occurrence of unusual circumstances, without any fault of the MSPA, including without limitation, damage or destruction to premises, including vessels or cargo, by fire, flood, civil disturbance, earthquake, tidal wave, wind, explosion, public enemies, war, Acts of God, marine casualty, Government action, labor actions, or similar circumstance, the MSPA shall not be held liable for any impacts on users, vessels, persons, or cargo.

## **G. MISCELLANEOUS**

1. VERIFIED GROSS MASS REQUIREMENTS – All users must comply with verified gross mass requirements as applicable. Scale and weighing services for container, truck, or cargo weight information are available at the Port. A surcharge for use of scales applies.
  - A.
2. CAPABILITIES – The Director of Operations reserves the right to refuse to permit the handling of cargo that exceeds the maximum allowable weights on the Terminal or any portion thereof, or is, in the determination of the Director of Operations, outside of the safe operating parameters of the Terminal.
3. PIER LOADING PERMIT – A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the Terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided

by the party handling the crane and cargo and at the cost of the party requesting a permit.

4. **STEVEDORING SERVICES** – The services of handling, loading, and unloading, and other services not specified herein, shall be provided only by stevedores as licensed by the Director of Operations for provision of those services. Handling, loading, and unloading rates are furnished upon request by the service provider.
5. **MOVEMENT OF CARGO AND PERSONNEL** – Temporary storage, loading, and unloading of cargo at the Terminal shall be accomplished within the free time specified in this Tariff unless written arrangements for additional time are made with the Director of Operations. In addition:
  - a. Embarking and disembarking of personnel shall be accomplished within the time specified in prior written arrangements made with the Director of Operations. Vessel operators shall be responsible for the safety and security of personnel crossing the Pier, with pedestrian routes to be clearly designated and marked at the expense of vessels.
  - b. Vessel operators and/or cargo owners are solely responsible for making any necessary arrangements for required inspections of cargo by the U.S. Customs, and for bonded storage or other clearances when required. The Director of Operations shall be informed of arrangements made for U.S. Customs inspection and/or bonded storage and of any requirements for cargo, personnel and equipment movements at the Terminal for such purpose.
  - c. The Director of Operations may bar passengers or visitors from the Terminal for the purposes of safety or security as deemed necessary by the Director of Operations.
6. **AVAILABILITY OF CARGO FOR DELIVERY** – The Vessel operator shall be responsible for making inward or outward bound cargo on the Terminal available for delivery to consignees or the vessel. The Vessel operator shall notify the Director of Operations of such arrangements for delivery of cargo to consignees, including the estimated number of trucks and the relative timing of cargo pickup/delivery by truck.
7. **VEHICLE PARKING** – No persons shall be allowed to park automobiles on the Port without express permission from the Director of Operations. When such permission is granted, parking shall be entirely at the risk of the owner and/or operator, and the MSPA shall not be held liable for any loss or damage resulting from such parking. The Director of Operations shall designate those areas on the Terminal or other Port property where

parking is permitted, and may issue, or cause to be issued, parking permits for vehicles. Any vehicles not properly parked in designated areas may be towed by the MSPA at the owner's expense. A surcharge for vehicle parking or parking permits may apply.

8. **VEHICLE SAFETY** – All persons operating a vehicle on Port property must wear seatbelts. Vehicles must adhere to all posted speed limits. Vehicles may not be left idling when unattended.
9. **SMOKING** – There is NO Smoking allowed in any of the buildings in the Port. No smoking shall be allowed on Port property except in approved areas or locations specifically designated by the Director of Operations for that purpose. Persons violating this rule may be barred, at the discretion of the Director of Operations, from further use of the Port or any Portion thereof, and in addition, shall be subject to prosecution under the applicable Federal, State, and Municipal laws.
10. **ILLEGAL DRUGS** – The use of illegal drugs under Federal Laws of the United States on any port property is strictly prohibited.
11. **ALCOHOL** - The possession and/or consumption of alcoholic beverages on Port property and facilities is prohibited without the proper licenses and the approval of MSPA and/or its CEO/Executive Director.
12. **WEAPONS, AMMUNITION, AND EXPLOSIVES** - No weapons of any type are permitted in the Port except for those carried by persons in law enforcement in the execution of their duties. Ammunition and explosives are prohibited from the Port without proper permits, handling procedures defined, and permission of the Director of Operations.
13. **HOT WORK** – There is no burning or welding on the pier or on vessels alongside of the pier unless written permission of the Director of Operations is granted, a plan is submitted to and approved by the Director of Operations, and the following conditions are met:
  - a. The user wishing to perform the hot work complies with all federal, state, and municipal laws, ordinances, and regulations governing the performance of hot work, including those set forth in 33 CFR 126;

- b. The user wishing to perform the hot work notifies the Port Authority, of where the user wishes to perform the work, the distance of that area from any dangerous cargoes, and the work plan the user has generated;
- c. All flammable vapors, liquids, and/or solids have been completely removed from any container, pipe, or transfer pipe to be worked on;
- d. Any tanks to be worked on that are typically used for the storage of flammable or combustible substances are tested and certified gas-free;
- e. No gas-freeing operations, related to bulk cargo operations involving flammable or combustible materials, are occurring within 100 feet (30.5 meters) of the planned work area;
- f. No fueling is occurring within 100 feet (30.5 meters) of the planned work area;
- g. No hazardous materials are within 50 feet (15.25 meters) of the planned work area;
- h. Any hot work on the boundary of a compartment (e.g. a bulkhead, wall, or deck) has a fire watch stationed in the adjoining compartment (in addition to fire watch(es) required by NFPA 51B);
- i. Personnel on fire watch have no other duties other than to watch for the presence of fire and prevent the development of hazardous conditions;
- j. All safety precautions in relation to purging, inerting, and/or venting related to hot work on containers are followed; and
- k. Should a fire or other hazard occur, all cutting, welding, or other hot work operations and equipment are shut down immediately.

#### 14. FUELING AND LIQUID BULK PETROLEUM TRANSFER

- a. **COMPLIANCE** – Fueling and liquid bulk petroleum transfer operations at the Terminal by vessel or vehicle shall be done only with the permission of the Director of Operations and in accordance with US Coast Guard regulations; 33 CFR Parts 155 & 156; 46 CFR Sections 12, 15, & 35; State environmental protection regulations; and all local and Municipal regulations. Such operations shall be conducted in a manner to prevent spills into the waters of the State of Mississippi and/or on Port property. Only licensed vendors or operators may conduct such transfers.
- b. **SHIP/SHORE SAFETY CHECK LIST** - Prior to the transfer of fuel, the vessel operator and Port Authority shall complete a pre-transfer safety check off list in accordance with federal regulations.
- c. **FIREFIGHTING EQUIPMENT** - All vessels shall have firefighting equipment ready for use during fueling. All personnel involved in bunkering, fueling, and/or liquid bulk transfer operations must be trained in firefighting. Each transfer operation shall have a designated and qualified Person-in-Charge (PIC).
- d. **NOTICES** - All vessels, while engaged in bunkering or fueling, shall display a sign stating the following: “WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.”
- e. **ACCESS TO VESSEL DURING FUELING** - Access to vessels while fueling shall be restricted to crew and essential personnel.
- f. **FLAGS AND LIGHTS** - All vessels, while fueling, shall display a red flag during the day and a red-light during darkness.
- g. **EMERGENCY SHUTDOWN** - An emergency shutdown procedure shall be established by persons handling, bunkering, fueling, and/or liquid bulk transfer operations. Such procedure shall be established and tested prior to the transfer of fuel.

- h. COMMUNICATIONS - All personnel involved in fueling or bunkering operations shall remain in close communications at all times.
  - i. SPILLS - Any spills must be reported to the Port Authority immediately and, if in the waters of the Port, to the US Coast Guard. Any spills on Port property will be cleaned up immediately at the expense of the user responsible.
  
- 15. EQUIPMENT – Cranes and other equipment to be used for vessel loading, unloading, or cargo handling on the Terminal, or for the movement of cargo stored within Terminal facilities, shall be operated by authorized personnel only, shall be properly load-rated for such use, and shall be operated in a manner to prevent damage to property or harm to personnel. Vessel Operators shall be responsible for making arrangements for the availability of such equipment as required for cargo loading and unloading and for notification of the Director of Operations of such arrangements.
  
- 16. REQUIRED STORAGE CLEARANCES – When storing cargo on the Terminal or in warehouses, the following clearances shall be maintained:
  - a. At least two (2) feet of clear and open space shall be maintained free of rubbish, dunnage, or other obstructions between cargo, freight, merchandise, bulkheads, partitions, doors, windows, bollards, cleats, or other material piles and fire lanes.
  
  - b. At least four (4) feet of clearance and open operating space on all sides of fire hydrants, fire alarm boxes, standpipes, fire hoses, sprinkler valves, fire doors, deck hatches, or first aid appliances.
  
  - c. When other safety equipment or deck hatches are located in a space surrounded by cargo, freight, merchandise, or other materials, there shall be maintained a straight, free, and open space at least three (3) feet in width running therefrom to the center aisle. This space shall be kept clear of rubbish, dunnage, and other obstruction.
  
  - d. A main aisle of at least twenty (20) feet in width shall be maintained on Port property to allow fire trucks or other emergency vehicles to have access throughout all Port property.  
Free and unobstructed operation of all automatic operating fire gates.

- e. Free, unobstructed, and direct access to all buildings and fire hydrants by the Fire Department.
  - f. Flammable or combustible cargo, freight, merchandise, or other material, not including bulk cargo, shall not be tiered higher than twelve (12) feet.
  - g. No cargo shall be placed or stacked on any Portion of the facility including warehouses, not approved by the Director of Operations, nor will persons be allowed pedestrian access to any restricted areas of the Terminal unless properly isolated under the Terminal's Facility Security Plan (FSP).
17. **LIMITING WEIGHTS** – Cargo must be stored or stacked so as not to exceed-property weight limits as posted in specific areas. In general, cargo shall be stacked or piled on the pier or Terminal so as to produce a uniform loading.
18. **COMPLIANCE FOR STORAGE** – Storage undertaken in any part of the premises shall be done in such a manner as to prevent damage to the Terminal, and to comply with the regulations of the United States Coast Guard, United States Environmental Protection Agency, State of Mississippi and all cognizant regulatory agencies.
19. **OPERATING AREA AS AUTHORIZED** – All users shall confine their operations to the area designated by the Director of Operations, or by the terms of relevant leases. Users involved in work for a vessel or tenant may not enter or encroach upon areas designated by the Director of Operations for use by other users.
20. **BARGE CLEANING** – Barges required to be cleaned shall be done so at the expense of the vessel owner or representative. All other charges apply, including dockage charges.
21. **HANDLING OF LOOSE MATERIAL** – Any vessels, operators, or users handling loose, granular material shall control all dust generated by such handling so that Port property and other tenants are not impacted. Users shall meet all prevailing safety requirements and will mitigate all potential fire, explosive, or health hazards arising from the handling of loose material. Handlers must remove all debris and material associated with such handling of material.
22. **SERVICE VEHICLES** - Service vehicles shall only be permitted on port property when such operations are licensed by the MSPA and may only operate in designated areas. All such services are responsible for the disposal of trash, liquids, and other materials by

personnel or customers. The Director of Operations has the authority to cancel any licensed service when not in compliance with these regulations or license provisions.

23. **UNAUTHORIZED PERSONS** - No unauthorized persons are permitted in the Port at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.
24. **PERSONAL SAFETY EQUIPMENT** – All persons on the Terminal, including those not employed by MSPA or its licensed contractors, shall wear highly-visible safety vests or outer clothing, and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots, and/or other equipment as appropriate. All persons working near the edges of docks, piers, and berths shall also wear floatation equipment while working in those areas.
25. **MEDICAL EMERGENCIES** - In the event of a medical emergency or accident, any person observing the emergency must call 911, ensure the area is safe to render aid, and render aid. The Director of Operations must be notified of all such medical emergencies or accidents as soon as possible. Vessel operators shall confirm their ability to undertake such communications.
26. **SAFETY INSPECTIONS** - The Director of Operations reserves the right to conduct announced or unannounced inspections to ensure compliance with these regulations. Operations may be halted, or personnel directed out of the Port, at the discretion of the Director of Operations for non-compliance.
27. **VEHICLE WARNING LIGHTS/ALARMS** - All vehicles engaged in operations on the Terminal shall display a flashing amber light and shall be equipped with back-up alarms. Vehicles transiting to and from work sites on the Terminal shall display a flashing amber light.
28. **UNLAWFUL ACTS** - Unlawful acts committed by persons on the Port of any type shall be referred to local law enforcement for action.
29. **CONDUCT** - All persons on the Terminal shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Director of Operations reserves the right to have persons removed or barred from the Port for non-compliance.
30. **MILITARY VESSEL CREW SECURITY** - Military vessels calling on the Terminal will provide personnel to assist Terminal security with the management of persons entering or leaving the Terminal. A complete list of officers and crew must be provided to the Director of Operations upon arrival.

31. **HANDICAPPED ACCESS** - Handicapped access to vessels berthed at the Terminal is not provided.
32. **PUBLIC TOURS OF VESSELS** - Public tours of vessels are not permitted unless by previous arrangement and permission of the Director of Operations and in conformance with security requirements.
33. **LAYBERTHING** - Vessel operators that are responsible for vessels layberthed at the Terminal in inactive status shall inspect such vessels regularly as specified by the Director of Operations. Such inspections and the condition of vessels are to be reported to the Director of Operations. The Director of Operations shall have the right to enter upon a vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Director of Operations. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be directed to be removed from the Terminal or removed at the owner's expense.

## **Section IV. RATES, CHARGES, TERMS AND CONDITIONS**

### **A. PAYMENT OF CHARGES**

1. **APPLICABILITY** – All Users of the Terminal shall be subject to the following fees, terms, and conditions as published in this Tariff.
2. **PAYMENT DUE** – All payments are normally due and payable upon presentation of an invoice.
3. **CREDIT** – Any User doing business under this Tariff may apply for credit. Failure to pay credit accounts within thirty (30) days may result in cancellation of credit privileges and the re-establishment of cash terms.
4. **DELINQUENCY** – If payment is not received within the specified period, the responsible party will be placed on a delinquent list. Such party shall be denied further use of the Terminal until all outstanding charges have been paid.
5. **FINANCE CHARGE** – Invoices not paid within thirty (30) days are subject to a finance charge of 10% of outstanding balance per month.
6. **PAYMENT APPLICATION** – The Director of Operations may apply any payment received against the oldest outstanding invoices.
7. **RESPONSIBILITY FOR PAYMENT** – The Vessel operator, shipper, operator, agent, or assignee agrees to guarantee and pay all Terminal charges which are assessed against the vessel or cargo in accordance with the terms and conditions specified in this Tariff. Agents or representatives are held fully responsible for all charges on behalf of who they represent if they arrange for facilities, equipment or other chargeable services according to the terms outlined in this Tariff.
8. **PREPAYMENT OF CHARGES** – The Director of Operations may, at their discretion, require a pre-paid deposit of sufficient funds to cover all charges under any of the following conditions:
  - a. If written guarantee for payment of charges is not provided;
  - b. Where a party does not have approved credit;

- c. If the parties representing a vessel have habitually been delinquent in payment of charges due; or
  - d. If the vessel operator or cargo owner is unknown to the Director of Operations and, in the opinion of the Director of Operations, prepayment is warranted.
- 9. **COLLECTIONS** – Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.
- 10. **WITHHOLDING OF CARGO** – The Director of Operations reserves the right to withhold delivery of any cargo until all accrued Terminal charges have been paid in full.
- 11. **RIGHTS AGAINST VESSEL FOR NON-PAYMENT** – The Director of Operations reserves the right to detain a vessel; establish a maritime lien upon the vessel, its cargo, and freights; or arrest a vessel for all unpaid charges due the Terminal.
- 12. **DENIAL OF USE** – The Director of Operations reserves the right to deny anyone the use of any Terminal until all past due accounts are paid.
- 13. **DISPOSITION OF CARGO** – The MSPA may refuse delivery or loading of cargo or passengers until all past charges have been paid.
- 14. **ALTERNATIVE ARRANGEMENTS** – The vessel operator or cargo owner may request alternative arrangements for use of the Terminal and any attendant charges or payment terms prior to the arrival of a vessel or handling of cargo to the satisfaction of the Director of Operations. The Director of Operations and the MSPA are under no obligation to grant any requested alternative arrangements and may do so at their sole discretion.
- 15. **CURRENCY** – All amounts are in United States Dollars (USD).

## **B. RATES, CHARGES, AND FEES**

- 1. **RIGHT TO ADJUST RATES** – The MSPA, at its discretion, reserves the right to adjust rates on an annual or as-needed basis, providing sufficient notice is given to all tenants, vessel operators, cargo owners, and users.
- 2. **DOCKAGE**

- a. Applicability – Dockage will be assessed against a vessel, its owners, agents, or operators on the basis of the Length Overall (LOA) of the vessel for the period the vessel remains docked, moored, or fleeted at any MSPA facility. The maximum length as listed on the vessel’s Certificate of Registry (COR), or as measured and accepted by the Director of Operations shall be used in determining the length overall for the vessel. Dockage will be assessed against the vessel, its owners, agents, or operators at the rates shown below apply to a twenty-four-hour period or fraction thereof, including Saturdays, Sundays, and holidays.
- b. Self-Propelled Vessels, excluding Tugboats – Per Diem Dockage charges for self-propelled vessels, excluding tugboats, are indicated in the table below.

Vessel Length Overall (LOA)	Charge per diem
0-300	\$3.25 per foot
300 and over	\$12.75 per foot

- c. Barges and Tugboats – Per Diem charges for Barges and Tugboats are as follows
  - 1. Barges handling bulk materials \$775 per diem
  - 2. Tugboats or Barges moored in the Barge Mooring Area \$100 per diem
  - 3. All other Tugboats and Barges at the dock \$250 per diem
  - 4. Barges moored alongside vessels berthed at the Dock \$150 per diem
- 3. **TEMPORARY BERTH** – Temporary berth may be assigned to tugs, barges, crew boats, research vessels, or any other vessel during any emergency, inclement weather, or any other condition requiring such assignment. Immediately upon arrival the master, owner, or agent must file a formal application for berth assignment, and all such vessels are subject to all applicable Port Authority rules, regulations, and charges. Tugs, barges, crew boats, research vessels, or any vessel during any emergency, inclement weather, or any other condition requiring dockage for a period of less than two hours will not be subject to dockage fees but should the vessel request dockage and stay at the dock for more than two hours, regular dockage will be charged. Should such vessel not have a licensed agent, the Port may, in its discretion, act as the vessel’s temporary agent and assign an agent’s fee in the amount of \$100 for each 30-day period of continued service for each unit (tow) and all applicable charges shall be paid in full prior to departure unless acceptable credit or bond is provided to the satisfaction of the Port.
- 4. **HARBOR FEES** – A harbor fee charge will be assessed on all vessels entering the Port. The harbor fee will be assessed once per vessel per port call. This charge is in addition to all other charges described in this section.

Barges and Tugboats	\$65 per port call
All other vessels	\$375 per port call

## 5. LINEHANDLING

- a. Linehandling shall be mandatory for all vessels unless waived by the Director of Operations.
- b. Linehandling will be assessed at a flat rate based on the LOA of the vessel. Linehandling includes two hours of “standby time.” Each additional hour of standby time will incur additional charges per the table below (shifting of a vessel will also be at the rates below):

Vessel Length	First two hours	Each additional hour
Vessels 300 feet or less LOA	\$300	\$300 per hour
Vessels over 300 feet LOA	\$500	\$500 per hour

## 6. WHARFAGE

- a. Applicability – The following charges will be assessed against all cargo and freight discharged from or loaded to vessels, including lighters and barges.
- b. Definitions – All wharfage charges will be tabulated based on the definitions given in this Tariff, and subject to the discretion of the Director of Operations. The Director of Operations has final authority over how cargo is defined and the rates at which wharfage charges are assessed.
- c. Loaded vans or containers regardless of size
  - i. Temperature Controlled Containers \$60 per container
  - ii. Non-Temperature Controlled Containers \$55 per container
- d. Empty vans or containers, regardless of size, each \$25.00/each
- e. Commodity Rates – Cargo owners or vessel operators will be billed directly for all wharfage.

No.	Commodity (not containerized)	Unit	Cost	Note
1	Agricultural Vehicles & Equipment	Each	\$15.00	1

2	Agricultural Commodities	Short Ton	\$0.80	
3	Automobiles or Passenger Vehicles	Each	\$6.00	
4	Fruit or Perishable Cargo NOS	Short Ton	\$0.80	
5	Chicken, Refrigerated	Short Ton	\$1.85	
6	Cotton	Bale	\$0.45	
7	Hazardous Cargo	Short Ton	\$5.80	
8	Heavy Machinery under 12.5 short tons	Each	\$20.00	2
9	Heavy Machinery 12.5 short tons and over	Short Ton	\$2.00	3
10	Liquor, Wine, and Spirits	Pallet	\$100.00	
11	Lumber, processed or manufactured	Short Ton	\$2.50	
12	Lumber, raw	MBF	\$11.00	
13	Metals	Short Ton	\$2.35	
14	Vehicles, commercial up to 17.5 short tons	Each	\$10.00	4
15	Breakbulk Cargo NOS	Short Ton	\$2.75	
16	Dry Bulk Materials discharged to wharf	Short Ton	\$1.50	
17	Dry Bulk Materials discharged vessel-to-barge	Short Ton	\$1.15	
18	Bulk Cargo NOS	Short Ton	\$1.60	
19	Heavy Lift/Project Cargo, less than 30,000 lbs	Short Ton	\$2.50	
20	Heavy Lift/Project Cargo, 30,000 lbs or more	Short Ton	\$4.00	

f. Non-containerized Commodity Notes –

1. Including tractors and other farm machinery
2. Including bulldozers and other machinery under 12.5 short tons
3. Including Machinery not otherwise specified
4. Includes all vehicles used for the carriage of commodities

g. Military Cargo Charges

1. Wharfage Rate: Military cargo will be assessed wharfage pursuant to the table above in Section B.6.

2. Terminal Rate: Military cargo will be assessed terminal rates pursuant to the table below. Where cargo is not specified in the table below, non-containerized commodity wharfage rates will apply.

No.	Military Cargo or Equipment	Unit	Cost
1	Tracked Vehicles	Each	\$200.00
2	Vehicles NOS	Each	\$100.00
3	Aircraft	Each	\$200.00
4	Containers, Conex units, & vans	Each	\$50.00
5	Boxed or Crated Parts	Each	\$10.00

3. Land Use: Military cargo will be charged in 30-day increments at \$2,000 per acre per increment.
- h. Passengers – For passenger vessels using the Port on a port-of-call or homeport basis, a \$6.00 per-passenger fee will be assessed upon vessel arrival. This fee will apply to all passengers embarking, debarking, or port-of-call passengers. Passengers may park vehicles in designated parking areas, subject to payment of posted parking fees.
- i. Wharfage Rate Modifications –
1. Vessel gear – Strongbacks, lines, hatch covers, barge covers, and other such vessel’s gear placed on the wharf during loading/unloading operations shall be exempt from wharfage charges.
  2. Overside – Wharfage will be assessed at 50% for any cargo transferred directly from a vessel at the Terminal to another vessel, where such cargo does not ultimately pass over the Dock.
  3. Stores & Bunkers – Ship’s stores and bunkers (fuel) intended for the vessel’s own use are exempted from wharfage charges.
  4. Transshipped Cargo – Cargo discharged to the wharf from vessels and transshipped to another vessel will be exempted from the payment of the second wharfage charge, providing the cargo does not leave the wharf.

5. Potable Water – Potable water provided by MSPA is exempt from wharfage charges.
7. **USAGE CHARGES** – For the use of port facilities, all cargo handled by licensed stevedores is subject to an additional \$0.28 per 2,000 lbs. usage charge. This charge is in addition to all other fees and charges that apply. Usage charges shall be assessed against the licensed stevedore.
8. **TERMINAL STORAGE/WHARF DEMURRAGE**
  - a. Applicability – Any cargo that remains at the Terminal following the expiration of free time is subject to demurrage charges.
  - b. Free Time – Applies as follows:
    1. Free time begins when the cargo reaches its point of rest at the Terminal.
    2. Free time will be tabulated exclusive of Saturdays, Sundays, and Holidays.
    3. Bulk cargo that has been discharged from a vessel, will receive 21 days free time following the completion of discharge operations.
    4. Breakbulk, neo bulk, project, or container cargo that has been discharged from a vessel will receive 7 days free time following the completion of discharge operations.
    5. Cargo that is to be loaded onto a vessel will receive 7 days free time following the delivery of the cargo to a point of rest on the Terminal.
    6. Cargo that is to be transhipped between vessels shall receive free time as though it were outbound cargo as specified in this Tariff.
  - c. Lay-Down Areas –
    1. No cargo is to be stored on any MSPA property without the express permission of the MSPA or its Director of Operations.
    2. The Director of Operations may, at the request of a cargo owner, assign designated lay-down area for cargo to be stored.
    3. Cargo and freight on any MSPA property not placed in a designated lay-down area must be immediately removed or relocated upon order of the Director of Operations.
    4. A cargo owner who refuses to move such cargo or freight on demand will be assessed storage/demurrage at five times the applicable rate. In addition, the Director of Operations may, at their discretion, move, remove, or cause to be removed such cargo or freight at the expense of

the cargo owner, excepting any damages caused by lack of ordinary care by the Director of Operations.

d. Terminal Storage Rates –

1. Terminal storage shall apply to any cargo or freight stored on the Terminal - including the Dock, Pier, or wharf - except for freight stored within railcars.
2. After the expiration of free time, Terminal storage for containers, autos, trailers, and chassis will be assessed at \$10.00 per day, per unit.
3. After the expiration of free time, all other cargo and freight will be assessed storage at rate based on how long free time has been expired per the table below:

Days since free time expired	Open Storage	Transit Sheds	Warehouses
30 days or less	\$1.50 per ton per day	\$7.50 per ton per day	\$5.00 per ton per day
31 days or more	\$4.00 per ton per day	\$15.00 per ton per day	\$10.00 per ton per day

9. EQUIPMENT RENTAL – The following equipment is available for operation by Terminal Operators, on request and with the permission of the Director of Operations.

a. Crane Rental – MSPA cranes can be rented only by licensed stevedores. Crane rental does not include crane operators: licensed stevedores must provide qualified crane operators. Interested users can contact the Director of Operations for information on rates and availability.

b. Truck Scales – Weighing of trucks or trailers, empty or loaded, is available at the port for \$10.00 per weighing. A verified gross mass certificate can be issued at the time of weighing at the request of the shipper or representative. A surcharge may apply on Saturdays, Sundays, Holidays, and overtime hours.

10. SECURITY

a. Security Surcharge – Security surcharges for all vessels and cargo will be assessed at the following rates:

1. Vessels – 8.5% on total dockage assessed
2. Breakbulk Cargo - \$0.20 per short ton
3. Dry Bulk Cargo - \$0.08 per short ton
4. Liquid Cargo- \$0.08 per short ton

- 5. Containers (Loaded) - \$3.75 each
- 6. Passengers - \$2.00 per person
- 7. All other cargo - \$0.30 per short ton

- b. Maritime Security – Security rates and staffing are subject to increase at the discretion of the Director of Operations in the event that the prevailing Maritime Security (MARSEC) level is increased.

11. POTABLE WATER

- a. Potable water is available at the port. Requests for potable water must be submitted to the Operations Division of the MSPA.
- b. Potable water hookup is subject to a connection fee of \$175 plus applicable sales tax. The vessel must furnish its own equipment for potable water (e.g. hoses).
- c. Water will be charged at the then existing rate charged to the MSPA, plus applicable sales tax.
- d. MSPA reserves the right to refuse or limit the supply of water to vessels.

12. ELECTRICAL POWER

- a. Electrical power for refrigerated containers may be available to users through a licensed stevedore. Users can contact the Director of Operations for more information.

13. OVER-THE-ROAD (OTR) Cargo

- a. All inbound and outbound cargo passing through the Port, at its Terminal, where neither movement to nor from the Port is by water, will be assessed as follows:

Cargo	OTR Charge
Containers, regardless of size	\$55.00 per container
Non-Containerized	\$2.75 per short ton

14. RAILROAD TRACK USAGE/STORAGE

- a. General – All railcars arriving at the Terminal will be subject to a rail usage fee of \$75 per railcar, loaded or unloaded. This fee is an addition to any other applicable fees or charges that the railcars may be subject to.
- b. Rail Storage – Railcars receive 3 days free time following their arrival at the Terminal. After free time expires, railcars are subject to a rail storage fee of \$20 per day per car.

15. DOCK CLEANUP – Port Users of the wharves, sheds, and other MSPA property shall be held responsible for cleaning of the property which they have been allowed to use or assigned or leased to them, including adjacent aprons and gutter, as directed by the Director of Operations. In the event that MSPA must provide such cleaning, or contract for such cleaning, the responsible User will be charged at the MSPA’s cost plus 20%.

16. SPECIAL CHARGES AND CHANGES IN CHARGES

- a. Charges – The MSPA may make special charges as they may deem necessary, concerning the use of piers or open spaces in the vicinity of the Terminal, buildings on the Terminal or the use of the Terminal by commercial, State, or Federal vessels, or by contractors working on Federal or State contracts and for use of tracks, sheds, the pier or other structures.
- b. Additional Costs – In the event that Governmental agencies or operational requirements impose increased costs, the vessel operator or cargo owner agrees to pay those costs and any related surcharges.
- c. Charges for Specialized Services or Operations – The Director of Operations is authorized to develop and charge rates and fees for specialized services and those services not specified in the Tariff as requested by the party requesting those services and by mutual consent.
- d. Right to Refuse – Except where otherwise required by law, the Director of Operations has the authority to refuse to provide or to arrange for the provision of special services.
- e. Special Services – Any services rendered by the Director of Operations or the MSPA not otherwise noted in this Tariff will be billed to the person requesting such services at the MSPA’s actual cost (including labor, equipment usage, mileage, and other costs) plus 20%.

**END OF TARIFF**