



**Miami, Florida**  
**TERMINAL OPERATOR SCHEDULE**

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**South Florida Container Terminal, LLC**

No. SFCT – 1

This operator schedule is published pursuant to section 8(f) of the Shipping Act of 1984 as amended by the Ocean Shipping Act of 1998 and the regulations of the Federal Maritime Commission (Title 46 Code of Federal Regulations Part 525).

The rules, rates, regulations, and/or charges set forth in this operator schedule shall apply to marine terminal services provided by South Florida Container Terminal, LLC (hereinafter referred to as "SFCT") at the port location of:

2299 Port Blvd., Miami, Florida 33132

The effective date of this operator schedule unless otherwise indicated is: September 1st, 2008 and remains in effect until amended or canceled by SFCT.

Contact: <http://sfct.us/>

**Effective Date:** October 1, 2016

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## **SECTION I**

### ***DEFINITION OF TERMS***

#### **ITEM 001 Chassis**

Skeletal equipment, flatbed, or other vehicle furnished by ocean carrier for transport of its containers.

#### **ITEM 005 Containers**

A single rigid, Intermodal dry cargo, insulated, refrigerated, flat rack, liquid tank, or open-top container within the size lengths of 20', 40', 45', demountable, without wheels or chassis attached, furnished or approved for transportation of commodities aboard vessels. It must meet ISO standards and have construction, fittings, and fastenings compatible with lift beams and able to withstand, without permanent distortion, all of the stresses that may be applied by container lifting and handling equipment, consistent with the safety requirements of CSC plates (Convention for Safe Containers).

#### **ITEM 010 Delivery**

The delivery of a loaded or empty container and/or chassis from point of rest in yard to an inland carrier or local drayman. Delivery does not include any other service(s).

#### **ITEM 020 Dockage**

The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure or for mooring to a vessel so berthed.

#### **ITEM 025 Effective Date**

The date a schedule or an element of a schedule, or any amendment thereto, becomes effective.

#### **ITEM 030 Grounding**

The physical lifting of a loaded or empty container from a chassis or other conveyance to the ground. Grounding does not include any other service.

#### **ITEM 035 Handling and Drayage**

The service of physically moving cargo between point of rest and any other place on the terminal facility, outside of vessel operations. Handling does not include any other service.

#### **ITEM 040 Heavy lift including Out of Gauge and Breakbulk Cargo**

The service of providing heavy lift cranes and equipment for lifting cargo that extends beyond the standard dimensions of containerized cargo, usually requiring special lifting gear.

#### **ITEM 045 Package**

The largest single unit used to transport the goods, such as a pallet, skid, van, container or trailer, etc., or a single machine or item of equipment, etc and not the individual contents, pieces, boxes, parts or components thereon, therein or thereof, whether such unitization, packing or stuffing, and sealing is by the Merchant or on his behalf and that the shipper may have furnished the contents of such sealed container.

#### **ITEM 050 Rate**

The price quoted in a schedule for providing a specified marine terminal service or facility for a stated cargo quantity, or after a stated effective date or within a defined time frame.

### **ITEM 055 Receiving**

The receipt of a loaded or empty container and/or chassis from an inland carrier or local drayman to any Point of Rest within the terminal as designated by SFCT. Receiving does not include any other service(s).

### **ITEM 060 Schedule**

The publication, as amended from time to time, containing the rates, charges, classification, regulations and practices of a marine terminal operator.

### **ITEM 065 Straight Time**

The rates provided herein are for work performed during the hours of 8:00 a.m. to 12 noon and from 1:00 pm to 5:00 pm, Monday to Friday. All ILA holidays specified in the collective bargaining agreement are in effect for the port in which the terminal is located governing the employment of longshore labor by any employer, being excepted.

Services provided by SFCT for the convenience of any User outside the aforementioned hours and service performed on Saturdays, Sundays and ILA holidays shall be subject to a surcharge on the applicable rate. Straight Time referred to in tariff as "ST".

### **ITEM 070 Vessel**

A floating craft of every description and includes owner and/or operator and/or such other persons acting as agents thereof, including charterer and sub-charterer, and they shall be responsible for all charges incurred by vessel.

### **ITEM 075 Wharfage**

A charge assessed against the cargo or vessel on all cargo passing or conveyed, onto wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service. 1 ton = 2000 lbs

### **ITEM 080 Export Cargo**

Cargo received at the port for loading on a vessel for transportation or shipment to a foreign or domestic port or destination from a rail, Vessel or motor carrier.

### **ITEM 085 Import Cargo**

Cargo received at the port from a foreign or domestic port or origin, discharged from a vessel, and to be loaded to rail, vessel, or motor carrier.

### **ITEM 090 Terminal Demurrage**

A charge assessed for providing storage in or on terminal facilities after the expiration of free-time.

### **ITEM 095 Point of Rest**

A point or area within the terminal which is designated for cargo or equipment to be placed and held for movement to or from a vessel or domestic motor carrier or rail.

### **ITEM 100 Loading or Unloading**

LOADING OR UNLOADING applies to the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, vessels, or any other means of conveyance. LOADING OR UNLOADING does not include special stowage, blocking or bracing, sorting or grading, stripping or stuffing containers, or otherwise selecting the cargo for the convenience of carrier or consignee. SFCT will not consider itself to be the consignee on cargo destined for water movement.



## ITEM 105 Holidays

|                               |                                      |
|-------------------------------|--------------------------------------|
| New Year's Day                | January 1st                          |
| Martin Luther King's Birthday | 3 <sup>rd</sup> Monday in January    |
| Lincoln's Birthday            | February 12 <sup>th</sup>            |
| Presidents Day                | 3 <sup>rd</sup> Monday in February   |
| Teddy Gleason Birthday        | March 17 <sup>th</sup>               |
| Good Friday                   | varies                               |
| ILA Day                       | May 4 <sup>th</sup>                  |
| Memorial Day                  | Last Monday in May                   |
| Independence Day              | July 4 <sup>th</sup>                 |
| Labor Day                     | 1 <sup>st</sup> Monday in September  |
| Columbus Day                  | 2 <sup>nd</sup> Monday in October    |
| Veterans Day                  | November 11 <sup>th</sup>            |
| Thanksgiving Day              | 4 <sup>th</sup> Thursday in November |
| Christmas Eve                 | December 24 <sup>th</sup>            |
| Christmas Day                 | December 25 <sup>th</sup>            |
| New Years Eve                 | December 31 <sup>st</sup>            |

Any other Holiday that may be proclaimed by the State, Federal Authority or the International Longshoreman's Association will be observed. When any Holiday falls on Sunday, the following Monday will be observed as the Holiday.

## ITEM 110 Terrorism, Terrorist Acts

Activities against persons or property of any nature involving the preparation to use, the use or the threat to use force or violence of any nature that injures, damages, interferes with, disrupts or contaminates persons or property, including intangible property, communication, electronic, information or mechanical systems where the purpose or result of such activities is to cause a Transportation Security Incident (TSI), as defined in 33 CFR 101.105, or otherwise damage, intimidate, or coerce a government, its economy, the military arm of a government or its civilian population and its apparent purpose is to further political, ideological, religious, social or economic objectives or to express opposition to political, ideological, religious or social systems. The term "damage" and the corollary terms included therewith shall include damage caused incidentally through the efforts of legitimate government to oppose, prevent and contain acts of terrorism.

## ITEM 115 Free-time

The period specified in the marine terminal operator schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of terminal demurrage immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

## ITEM 120 On Dock Rail Moves

Miami, Florida rail facilities are currently considered near dock. There is no direct on-dock rail operation within the SFCT facility at this time.

## ITEM 130 Merchant

A shipper, importer, holder of a bill of lading, consignee, receiver of any goods, any person owning or entitled to the possession of such goods or of a bill of lading relating to goods, their respective principals and anyone acting on behalf of such person.

## ITEM 135 User

Any Merchant, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, or any agent, contractor or representative of the aforementioned persons who use or benefit from use of the terminal.

## **SECTION II**

### ***GENERAL RULES AND REGULATIONS***

#### **RULE 1 LOCATION OF TERMINAL**

2299 Port Blvd. Miami, Florida 33132

1 (305) 347-3800

Web Address: <http://www.sfct.us.com>

#### **RULE 2 USE OF TERMINAL SERVICES, DEEMED ACCEPTANCE**

The use of wharves, facilities and/or services shall be deemed complete acceptance of this Operator Schedule and the terms and conditions contained herein, as from time to time amended.

SFCT may subcontract all or any portion of the terminal services at its discretion and without notice, including without limitation to related/affiliated entities, with all benefits, defenses, exceptions, immunities and limitations upon liability set forth in this Operator Schedule to remain applicable whenever claim is made against the terminal and/or any servant, agent, contractor or any whose services have been used to perform terminal services or otherwise respecting the goods.

#### **RULE 3 WORKING HOURS OF THE SFCT TERMINALS**

The normal working hours are from 8:00 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday, holidays excepted. When any type of terminal services are required, outside of the recognized working hours stated, prior arrangements must be made with SFCT, and schedule rates plus applicable Over Time costs and minimum labor guarantees will be charged.

#### **RULE 4 TERMINAL SAFETY, SECURITY AND REGULATORY**

Entering the facility at SFCT is deemed valid consent to security screening of persons, personal possessions and vehicles as well as monitoring via video cameras. All persons requesting permission to enter the facility are required to have a TWIC card. SFCT reserves the right to suspend or revoke access to this facility for a failure to obey terminal safety and security policies. It is unlawful for any person to loiter upon the terminal property and it is unlawful for unauthorized persons to enter through the perimeter fence, which constitutes the facility restricted area. The terminal is private property and all persons entering thereof do so at their own risk and SFCT assumes no responsibility for injuries or damages sustained.

All persons requiring or being provided "unescorted access" to and within the facility, upon the terminal's determination of an appropriate, acceptable business purpose for entering the facility, will require possession and presentation upon entry of a U.S. Federal Government issues TWIC identification card, when enrollments for the surrounding port area are determined by TSA and announced by the U.S. Coast Guard Captain of the Port, in accordance with the TWIC implementing NVIC expected to published by the Coast Guard in the summer of 2007. This facility will not "escort" regular longshore, container

truck drivers, frequent vendors, etc in the normal course of day - to - day business. Escorts will only be employed in unusual or extraordinary circumstances.

Intra-terminal transportation will be provided by the SFCT Security force, upon request by vessel crew members.

Each User shall provide a suitable vehicle and warrants that same is in good working order, and which meets all licensing and safety standards as promulgated by State, Local or Federal government, or agencies thereof, for safe loading or unloading of cargo. Each User agrees that it shall be liable for, and will indemnify and hold Contractor harmless from all fines, fees or expenses whatsoever imposed upon or incurred by the Contractor for any violations whatsoever of any rule, regulation or law caused by any condition otherwise within such User's control.

Each User agrees to provide for Contractor's inspection of, prior to the commencement of cargo operations, valid registration and certificates applicable to all Gear and as required under all applicable Regulations.

Each User warrants that all Containers which are being transported pursuant to a Vessel's Bill of Lading shall at all times be properly documented with correct weights and shall be tendered in the manner provided for under federal law;

Each User warrants that all Containers under his control, and to be handled under the terms of this contract, shall at all times be in conformance with the Convention for Safe Containers (CSC);

Each User agrees that its chassis shall at all times be maintained in good working order to accommodate each User's Containers and meet all licensing and safety standards as promulgated by state, local or federal governments or agencies thereof.

Each User agrees that shipment delays, charges and/or costs, including any civil fines, associated with noncompliance with the terms of this paragraph shall be the responsibility of the User and that these fines will include OSHA citations when applicable.

Each User agrees that all vessels are fitted with automatic or semi-automatic twist locks in good working order. Each User is responsible to provide separate identifiable bins for defective cones and twist locks to be placed out of service and repaired.

Each user agrees that all vessels are properly outfitted with access railings, lashing platforms, deck lighting to ensure the safety of vessel crew and contractor labor required to work onboard the vessel at the terminal.

Each User agrees that, with respect to its Containers laden with labeled and/or (hazardous) cargoes, which are being transported pursuant to each User's or Vessel's Bill of Lading, each User shall ensure that such shipments are documented, labeled, and secured in accordance with current International Maritime Organization (IMO) requirements appearing in the International Maritime Dangerous Goods Code and, when such Containers are to be offered for transport within the transportation infrastructure of the United States, in accordance with current regulations promulgated under any governmental authority with jurisdiction over same. Contractor and User agree that all incurred costs associated with non-compliance with the terms of this section shall be borne exclusively and individually (but not jointly) by the party defaulting on such terms.

All trucks and motor vehicles having business at the terminal facility, including its owners, operators and drivers shall observe and comply fully with the safety regulations, speed limit and other traffic signs or notices as posted. At no times are passengers or animals not having business on terminal or onboard a vessel permitted. All terminal yard equipment has the right of way at all times.

Only official vehicles with business to conduct with the vessel are allowed in the vicinity of the vessel and must be parked on designated locations. Any vehicles parked in unauthorized locations will be towed at the owner's expense.

At no time are weapons permitted on terminal or in any motor vehicle.

## **RULE 5 RENTAL, LOAN, AND UTILIZATION OF TERMINAL EQUIPMENT**

Rental or loan of equipment is subject to availability and at the option of SFCT. Rental rates do not include equipment operator or any transportation out of the terminal. Rental shall commence from the time the equipment is made available to renter. The party renting the equipment shall, at its own expense; return the equipment to the terminal in the same good operating order and condition as such party received it.

It is expressly understood that the equipment will be utilized in a careful and proper manner under the direction and control of the User, and the User is responsible for the operation thereon and assumes all risk for injuries or damages which may arise or grow out of the use or operations of such equipment. It is incumbent upon the User to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by SFCT with respect to such matters.

Renters and users shall indemnify and hold harmless SFCT from and against all liability, losses, claims, demands, and suits for damages to persons or property, including death and personal injury, and including costs of suit and attorneys' fees, incident to or resulting from its use of the equipment.

## **RULE 6 RIGHT TO REFUSE CARGO, CONTAINER, OR EQUIPMENT**

SFCT reserves the right to refuse cargo, container or equipment, without responsibility for demurrage, loss, or any liability, consequential or otherwise. SFCT also reserves the right to refuse to accept, receive, or load cargo, container or equipment or to permit vessel to load or discharge cargo, containers, or other equipment for any reason in SFCT's sole discretion.

## **RULE 7 VESSEL SAFETY**

Each Vessel that calls at SFCT will be inspected for safety prior to offloading cargo, an activity that is designed to ensure a safe working environment for all parties involved. Discrepancies will be addressed with the master/chief mate to identify issues that can be rectified by the crew themselves. Prominent issues that would require ship owners to engage will be addressed to the master/chief mate and communicated to the APM Terminals Corporate Safety Director. The specific discrepancies as well as how to rectify these matters will be documented.

Users must provide safe access for all longshoremen, stevedores, and terminal management in accordance with IMO and OSHA regulations. Any citations received by SFCT for substandard vessel conditions will be the sole responsibility of each User.

Vessel bunkering operations must be coordinated so that they are not conducted outboard of cargo operations.

Hot work requests onboard vessels or for vessel equipment on terminal must be approved by SFCT prior to commencing work.

Any vessel crew member departing vessel during port stay must meet all Personal Protection Equipment (PPE) requirements, including but not limited to hardhat, safety vest and safety shoes. Vessel personnel are not permitted to transit the facility on foot, nor be transported in any terminal equipment other than Security shuttle vehicle. SFCT reserves the right to deny entry into the facility either through the entry gate or off of a vessel for any crew member not meeting these requirements.

## **RULE 8 PORT SCHEDULES AND GOVERNMENT REGULATIONS**

The rates herein are exclusive of any Wharfage, mooring, dockage or other services provided under applicable schedules issued by governmental entities or port authorities unless otherwise specified. Charges for such services shall be for the applicable User's account.

The applicable User shall at all times comply with all requirements, laws, regulations, and other directives of customs authorities, and any other governmental authority having jurisdiction and be responsible for any charges resulting from such governmental authority.

## **RULE 9 ROYALTY AND ASSESSMENTS**

All Tonnage, South Florida MILA (\$1.95) and/or any other local tonnage/container assessments/royalty will be for account of the ocean carrier issuing the bill of lading or its agent or representative who owns or operates a vessel.

## **RULE 10 PAYMENT OF CHARGES**

All charges for services rendered under this Operator Schedule will be invoiced to the applicable User as determined by SFCT. Invoices covering charges as issued by SFCT are due and payable upon presentation. Any invoice remaining unpaid for 15 days after the invoice date will be delinquent and interest shall accrue on such outstanding amounts at the lesser rate between the cumulative rate of 1.5% per month and the highest interest rate permitted under the applicable law of the state in which the terminal is located. All reasonable costs and fees of collection (including reasonable attorney fees and expenses) will be added to remaining due past such 15 days period.

Cargo will not be received, handled or delivered unless charges are prepaid or credit has been established.

The services, rates and charges provided in this operator schedule also apply to vessel operators not included in the definition of common carrier in Section 3 (6) of the Shipping Act of 1984 unless prior arrangement has been made with SFCT.

The applicable Users at SFCT shall be required to permit access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.

SFCT may extend credit to any User upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements (certified by an independent certified public accountant) or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references; including a bank reference.

For Users not granted credit, SFCT may extend credit to those Users who will post and maintain a Letter of Credit or Indemnity Bond in the form and content, and with a company acceptable to the terminal operator in an amount equal to the maximum liability for a period of time determined by SFCT.

Letters of Credit and Indemnity Bonds are required to insure SFCT against the loss of funds and indemnify SFCT in full payment of bills that accrue for the use of port facilities or services rendered by SFCT.

Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills as specified above at the sole discretion of SFCT.

Any commodity or RULE not included in this operator schedule may be covered by special arrangement with the carrier, shippers or consignees.

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

## **RULE 11 BILLING DISPUTES**

Questions regarding the validity of invoices or charges in dispute must be submitted in writing to SFCT within ten (10) days after the presentation of the invoice. Invoices not disputed in writing within this ten (10) day period will be deemed accepted without dispute by the invoiced party.

In the case where an invoice is in dispute in part, the undisputed amount of the invoice is to be paid in full.

Amounts invoiced for services rendered shall not be subject to offset.

## **RULE 12 FURNISHING OF INFORMATION TO TERMINAL FOR EXPORT CARGO**

The following information may be required for acceptance of export cargo and/or containers into the terminals:

- Exporter/shipper
- Freight Forwarder
- Booking number
- Destination
- Exporting Carrier/Vessel
- Commodity
- Number of pieces
- Weight/Measurement
- Identification Marks/Container and chassis numbers
- Hazardous certificate in compliance with IMDG Code/49CFR (if applicable)
- Special Services, like reefer settings, etc.
- Seal(s) number(s)
- VGM Certified Weight

## **RULE 13 HEAVY LIFTS AND OVER-SIZED CARGO**

Charges to be determined by the equipment and labor required. Rates and charges will be quoted on request.

All heavy-lifts and over-sized or fragile cargo are handled at the option of SFCT and subject to availability of terminal equipment and at the owner's risk. Certain cargo may have to be loaded on board vessels or delivered out of terminal directly upon receipt and at the option of SFCT. Users must advise SFCT before arrival of vessel or delivery of cargo to the terminal.

Customers must provide proper physical data including center of gravity.

## **RULE 14 STORM PROTECTION**

In cases where advance warnings that storms of severe winds or hurricane intensity are expected to pass over or near the terminal, the owners of all cargo stored in the open are required to take protective measures, both for the cargo and the protection of the terminal. Should the owner fail to provide such storm protection, SFCT is authorized to protect such cargo using commercially reasonable efforts considering the time, conditions, and materials available against storm damage completely without liability by SFCT and charge the cost of this storm protection against the cargo or User at SFCT discretion.

## **RULE 15 UNDELIVERED CARGO AND EQUIPMENT**

Cargo and/or equipment which is Customs released and undelivered or remains on the terminal beyond applicable free time, may at the option of SFCT as terminal operator, be placed in public storage at the risk and expense of the goods.

Cargo and/or equipment remaining on the terminal in excess of 30 days and without prior written consent from SFCT will be considered as abandoned, and may be sold for collection of storage, demurrage and any other charges due to SFCT. Registered notification will be sent to the owner of record ten days before such sale. Any monies received in excess of the charges due, will be returned to the person who can provide title to the goods if claimed within three months of the mailed notice and if not claimed within this time period may be retained by SFCT.

## **RULE 16 FORCE MAJEURE**

SFCT is not responsible and shall not be held liable for any consequences or claims arising from any act of God, including but not limited to storms, earthquakes or fires or similar disasters or from any stoppage of work or delays occasioned by strike, slowdown, government restraints, war or hostilities, civil unrest, embargoes, machine breakdown, shortage of power supply, or any other cause beyond the control of SFCT.

## **RULE 17 INSURANCE**

Rates and charges published in this Operator Schedule do not include insurance of any nature. Users shall be responsible for obtaining their own marine liability and/or cargo insurance.

All Users are required to carry bodily injury liability insurance and property damage liability insurance in such amounts as may be determined by SFCT from time to time and such insurance shall name SFCT as an additional insured and include a waiver of subrogation against the terminal.

## **RULE 18 NOTIFICATION OF LOSS OR DAMAGE**

Notice of loss or damage to cargo or equipment must be submitted in writing to SFCT at the time of removal of goods. If loss or damage is not apparent, then notice must be given within three days of delivery. Failure to notify SFCT of any loss or damage within this time period shall be deemed a release of any claim for loss or damage to cargo or equipment.

In any event, SFCT shall be discharged from all liability for loss or damage to cargo or equipment unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered.

## **RULE 19 CONTAINERS LOADED IN EXCESS OF CAPACITY**

The rates, rules and regulations published in this Operator Schedule are not applicable to containers loaded in excess of their rated capacity or applicable law. SFCT will NOT be required to use its mechanical equipment (designed for movement or carriage of containers) or the container crane to be used in any way to lift, move or transport a container loaded in excess of its rated capacity or applicable law, should the terminal equipment or the crane be used to lift, move or to transport a container which is loaded in excess of its rated capacity or applicable law, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damage including damages for death and personal injury, and including court costs and reasonable attorney's fee, incident to or resulting from such unauthorized use. SFCT shall be entitled to deconsolidate any container loaded beyond its rated capacity or beyond limits permitted by applicable law and use any reasonable means to



remove such cargo from the terminal, including sale. The party deemed by SFCT to be the party responsible for the overweight situation shall be responsible for such charges or costs.

## **RULE 20 FREETIME AND DEMURRAGE ON EXPORT CARGO**

### **1. FREE TIME PERIOD**

- 1) General cargo containers, general cargo and tank containers – Seven (7) consecutive calendar days will be allowed for general cargo containers, general cargo and tank containers to be loaded to vessel or to be removed from terminal.
- 2) Temperature controlled containers/tanks – Two (2) consecutive calendar days will be allowed for temperature controlled containers/tanks to be loaded to vessel or to be removed from the terminal.
- 3) Hazardous cargo in non-temperature controlled containers, bulk or tanks – Seven (7) consecutive calendar days will be allowed for hazardous cargo in non-temperature containers, bulk or tanks to be loaded to vessel or to be removed from the terminal.

### **2. COMPUTATION OF FREE TIME PERIOD**

Free time on export cargo shall commence at 8:00 a.m. on the day after the said cargo is received at the terminal facility.

### **3. SCALE OF DEMURRAGE CHARGES**

At the expiration of free time period demurrage shall be assessed in accordance with the attached rate schedule through day container or cargo is loaded to the vessel.

A. Except as otherwise provided in this section demurrage shall be for the account of the applicable User, as reasonably determined by SFCT, with an interest in the container or its contents.

B. At the time export cargo is received by the pier facility a receipt shall be issued evidencing receipt of the cargo, which shall show the date of receipt and shall identify the vessel on which the goods are to move. The identification of the vessel is made for the purpose of determining the application of the foregoing Paragraph E of this section.

C. When the loading of export cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by SFCT or water carrier, Cargo which remains at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this rule.

### **4. TRANSFER OF OWNERSHIP OF CARGO FOR EXPORT**

The transfer of ownership of cargo for export after said cargo has been received at a terminal facility shall not entitle such cargo to additional free time.

### **5. REMOVAL OF EXPORT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL**

A. Subject to the provisions of Item 4, if export cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, the said cargo shall be subject to demurrage rules set forth above and all applicable gate charges, grounding and/or mounting of container charges in Section III. Said charges shall be assessed from the day the cargo was received at the terminal to the day of its removal there from.

B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by SFCT as a consequence thereof.



C. Such removal shall not excuse any demurrage charges that accrued prior to the removal.

## **6. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES**

A. Except as otherwise provided, demurrage and other charges specified herein, shall be for the account of the applicable User with an interest in the cargo or the equipment.

B. Demurrage and other charges shall be due and payable to SFCT upon expiration of terminal free-time.

C. SFCT has the right to require payment in full of any and all such charges before such cargo leaves the terminal or to hold other cargo related to the same User until SFCT is paid in full.

## **RULE 21 FREETIME AND DEMURRAGE ON IMPORT CARGO**

### **1. FREE TIME PERIOD**

1) General cargo containers, general cargo and tank containers – Five (5) business days will be allowed for the removal of general cargo containers, general cargo and tank containers discharged from vessels.

2) Temperature controlled containers/tanks – Two (2) business days will be allowed for the removal of temperature controlled containers/tanks discharged from vessels.

3) Hazardous cargo in non-temperature controlled containers, bulk or tanks – Five (5) business days will be allowed for the removal of hazardous cargo in non-temperature controlled containers, bulk or tanks discharged from vessels.

### **2. COMPUTATION OF FREE TIME PERIOD**

Free time on import cargo/containers shall commence at gate opening on the first business day following the discharge from vessel and will expire on the last day of free time (Saturdays, Sundays, and ILA holidays excluded). Cargo/containers discharged after gate opening on a normal business day shall begin free time the following business day and will expire on the last day of free time (Saturdays, Sundays and ILA Holidays excluded).

### **3. SCALE OF DEMURRAGE CHARGES**

At the expiration of free time period, demurrage shall be assessed in accordance with the attached rate schedule.

### **4. TRANSFER OF OWNERSHIP OF CARGO**

The transfer of ownership of cargo after said cargo has been received at a terminal facility shall not entitle such cargo to additional free time.

## **5. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES**

A. Except as otherwise provided, demurrage and other charges specified herein shall be for the account of the cargo.

B. Demurrage and other charges shall be due and payable when service is provided.

C. SFCT has the right to require payment in full of any and all such charges before such cargo leaves the terminal facility.

## **6. EXTENSIONS OF FREE TIME AND DEMURRAGE PERIODS**

In the event the applicable User should make application for delivery of the cargo or portion thereof during the free time period and SFCT willfully does not make available to such User such cargo or portion thereof, the free time shall be extended for a period equal to the duration of SFCT's inability to make the cargo available.

When the Carrier or consignee is prevented from removing his cargo by factors beyond SFCT's control, such as, but not limited to, longshoremen's strikes, trucking strikes or weather conditions which affect the entire port area or a substantial portion thereof, Containers covered by the bill of lading which remain at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this rule.

Demurrage will commence on the next business day after the expiration of free time.

Container(s) not removed from piers within the free time period may, at any time thereafter, at the option of the User and or SFCT be placed in public storage at the risk and expense of the goods subject to any charges which may have accrued prior to removal and said expenses which may accrue as a result of said removal and said expenses and said charges shall be a lien on the goods or any other goods located on the terminal at present or in the future that relate to the same User. All demurrage charges that may have accrued prior to the removal of the goods in public storage shall be assessed and collected.

## **RULE 22 FREETIME AND DEMURRAGE ON TRANSSHIPMENT CARGO**

### **1. FREE TIME PERIOD**

Free time on transshipment cargo shall be seven (7) consecutive calendar days.

### **2. COMPUTATION OF FREE TIME PERIOD**

Free time on transshipment cargo shall commence at 8:00 a.m. on the day after the said cargo arrives at the terminal facility.

### **3. SCALE OF DEMURRAGE CHARGES**

At the expiration of free time period, demurrage shall be assessed in accordance with the attached rate schedule through the day the container is loaded to the connecting vessel.

A. Except as otherwise provided in this section, demurrage on transshipment cargo shall be for the account of the applicable User as reasonably determined by SFCT.

B. When the loading of transshipment cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by SFCT or water carrier, Cargo which remains at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this rule.

#### **4. REMOVAL OF TRANSSHIPMENT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL**

A. Subject to the provisions above, if transshipment cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, the said cargo shall be subject to demurrage rules set forth above for import cargo and all applicable gate charges, grounding and/or mounting of container charges in Section III. Said charges shall be assessed from the day the cargo was received at the terminal to the day of its removal there from.

B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by SFCT as a consequence thereof.

#### **5. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES**

A. Except as otherwise provided, demurrage and other charges specified herein for transshipment cargo, shall be for the applicable User as reasonably determined by SFCT.

B. Demurrage and other charges shall be due and payable to SFCT upon expiration of terminal free-time.

C. SFCT has the right to require payment in full of any and all such charges before such cargo leaves the terminal or to hold other cargo related to the same User until SFCT is paid in full.

#### **RULE 23 STORAGE FOR EMPTY CONTAINERS AND CHASSIS**

To the extent that space is available and working conditions permit, empty containers and chassis may be returned to SFCT for temporary storage after delivery of cargo. Acceptance is at SFCT's sole discretion and subject to storage charges in Section III. No free time shall be allowed for empty containers or bare chassis.

When the loading of empty containers into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by SFCT or water carrier, empty containers which remain at the terminal beyond the designated free time shall remain subject to the storage charges in Section III.

#### **RULE 24 INQUIRIES AND REQUESTS**

All requests, complaints, and inquiries on matters relating to rates, rules and regulations in this operator schedule may be directed to:

South Florida Container Terminal, LLC  
2299 Port Blvd. Miami, Florida 33132

1 (305) 347-3800

Web Address: <http://www.sfct.us.com>

#### **RULE 25 OPERATOR OF TERMINAL**

SFCT reserves the absolute right to the use of the facility it operates, and permission for the use thereof must be obtained from SFCT.

## **RULE 26 CONSENT TO THE TERMS OF THE SCHEDULE OF RATES**

Any User of the terminal and other facilities under the jurisdiction of SFCT shall constitute a consent to the terms and conditions of this Operator Schedule and evidences an agreement on the part of all Users to pay all applicable charges and be governed by all rules and regulations published herein.

## **RULE 27 SCHEDULE OF RATES RESTRICTIONS**

At SFCT's discretion, articles considered as cargo of a particular hazard (33 CFR 126.10) or of an otherwise restricted nature, or of uncertain value shall not come under this Operator Schedule or be provided with terminal services.

SFCT shall not load or discharge IMO class 1.1, 1.2 and 1.5 explosives and IMO class 7 cargo without prior express written consent from SFCT. Any request must be received a minimum of seven (7) days before receipt in order for SFCT to evaluate and determine if cargo can be accepted. SFCT reserves the right to refuse receiving this cargo on terminal. If accepted, an additional administrative surcharge will be quoted by the Terminal Services Manager. Vessels with such cargo at SFCT discretion may berth at SFCT but in any event may not discharge such cargo or have such cargo relocated onboard while on berth without written permission from SFCT.

## **RULE 28 SHIPBOARD WELDING/BURNING**

Shipboard welding and/or burning of any type is strictly prohibited while vessels are berthed at SFCT without express written authorization from the manager of the terminal.

## **RULE 29 REMOVAL OF OBJECTIONABLE CARGO**

SFCT reserves the right to move freight or other material, which in their judgment is likely to damage other property, to another location at the risk and expense of the User, as reasonably determined by SFCT, with a relationship with the cargo.

## **RULE 30 LIEN**

Any and all services performed on the terminal, including but not limited to container related services, including interest on unpaid service, shall give rise to a lien in favor of SFCT against the vessel, container, chassis, the cargo, or any other tangible property whatsoever (the "Collateral"). SFCT shall have a possessory lien on Collateral located in the terminal or other areas outside the terminal under SFCT's control. SFCT may exercise its lien to satisfy unpaid obligations both with respect to cargo currently in its possession and with respect to past due amounts. SFCT may with or without prior notice to the applicable User, sell the contents of a container or any cargo to satisfy unpaid obligations, including any internal administrative or outside legal costs of SFCT.

## **RULE 31 OVER TIME WORKING HOURS**

When SFCT performs work at other than straight time hours for the convenience of the cargo interests, the applicable charges under this Schedule of Rates (Section III) shall be applied, plus additional labor charges and other applicable charges.

## **RULE 32 WAIVER OF IMMUNITY; LIMITATION OF LIABILITY**

Any user of SFCT, in consideration for services performed, waives any defense of sovereign immunity or other statutory limitation of liability to charges, fees or damages sought to be recovered by SFCT.

## **RULE 33 TRUCK SERVICE SCHEDULING**

### **A. BREAKBULK**

1. SFCT reserves the right to handle breakbulk cargo. Requests must be submitted and approved by terminal prior to any cargo arriving at the terminal.
2. All truck scheduling must be done on a prior day order by 12:00 pm. All scheduled trucks must be registered in person by 12:00 p.m.
3. Unscheduled trucks must register in person by 12:00 p.m. and will be worked as time permits. Any loading or unloading beyond 5:00 p.m., whether to complete or start a new job, may be performed on an approved Over Time basis subject to payment of additional charges.

### **B. CONTAINERS**

1. Out of Gauge Cargo and Breakbulk transactions intended to be conducted at the terminal must have a pre-approved appointment scheduled with the terminal.
2. Grounded Stacks and Empty Container Yards

The terminal will receive, and dispatch containers from 8:00 a.m. until 5:00 p.m. Drivers must be in the processed at the in gate by 4:30 pm for a receipt and 4:00 pm for a delivery. Except for delivering of temperature controlled containers which drivers must be processed at in gate by 3:30 pm.

Late arrivals will be processed by appointment only and on an Over Time basis subject to additional charges.

3. Drivers delivering or picking up Out of Gauge Cargo, Flat or Tank containers that involve mounting or demounting the User's own equipment be present at the loading site before 3:00 p.m.

SFCT shall not be required to perform mounting or demounting after 5:00 p.m. unless an appointment for Over Time has been arranged prior to 3:00 pm subject to additional charges.

## **RULE 34 VESSELS REQUIRED TO USE TUG ASSISTANCE**

Vessels docking or undocking at SFCT's facility will be required to use tug assistance unless other arrangements have been made with SFCT prior to docking or undocking. Failure to comply with this requirement could result in denial of a berth at SFCT's discretion.

## **RULE 35 VESSEL TO VACATE BERTHS**

On requests for a berth, the Port of Miami will designate the particular berth at which the vessel shall dock. SFCT does not guarantee to furnish docking facilities. Arrangement must be made in advance of arrival of vessel in order to assure docking facilities.

SFCT may order any vessel to vacate any berth when it takes a berth without prior approval from SFCT or SFCT deems that the continued presence of such a vessel at such berth would be a potential hazard

to the vessel, the berth, the facilities or the rights or property or safety of others. Such situations include, but are not limited to potential natural disasters such as hurricanes, tornadoes, earthquakes or flooding and such events as strikes, acts of terrorism or war.

SFCT may order any vessel to vacate any berth when it is deemed that the continued presence of such vessel is occupying berth space otherwise required to berth the vessels of other Users. No User shall have a preferential berth unless expressly stated in writing between SFCT and that User.

SFCT shall provide written notice (administrative message, facsimile transmission, etc.) to the Steamship Line, Ship's Agent, 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 the vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by SFCT, the vessel or others as a result of such failure to vacate. SFCT shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel. If such movement occurs, the vessel shall indemnify and hold SFCT harmless, except for SFCT's gross negligence, for any damage or liability, which may occur as a result of such movement. Failure to comply with an order to vacate will result in a charge to the vessel of \$1,250 per hour for each hour, or fraction thereof, of non-compliance. This charge shall be a minimum estimate of the damages to SFCT and shall not constitute a waiver by SFCT 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.

## **RULE 36 DISCHARGING OF OILS, NOXIOUS LIQUID SUBSTANCES AND GARBAGE**

The discharging of ballast, bilge, oil contaminated water, noxious liquid substances, sewage, garbage or any debris into slips, channels or on SFCT facility is strictly prohibited. Violators will be subject to charges, penalties and fines as may be determined by SFCT. Direct contact must be made with a USCG approved contractor for the removal of the aforementioned materials in a manner consistent with MARPOL and any other federal and local regulations which may control the disposal of ballast, bilge, oil contaminated water, noxious liquid substances, sewage, garbage or any debris.

SFCT must approve any requests to discharge any items listed in Rule 36 prior to commencing operations.

## **RULE 37 SAFETY – PORT USER LIABILITY**

Parties using SFCT are required to conform to any and all municipal, state and federal law, codes or regulations, including but not limited to OSHA, USCG, EPA, Department of Homeland Security, and DOT and will be held responsible for any violations of same and will indemnify and hold harmless SFCT and its affiliates for any liability resulting from such violation.

## **RULE 38 INSURANCE**

Charges published in this Schedule of Rates do not include any expense of fire, storm, or other cargo insurance covering the User's interest in the cargo nor will such insurance be provided by SFCT under its policies. All parties using the Terminal, by such use, warrant to SFCT that said parties carries sufficient amounts of general liability, public liability, vehicle liability and worker's compensation insurance to cover their activities at SFCT's facilities as may be reasonably determined by SFCT.

## **RULE 39 VESSELS REQUIRED TO COMPLETE LOADING/DISCHARGING**

In order to alleviate any current or future congestion, SFCT may require any vessel already in berth, or about to berth, to work continuously to completion of loading/discharging at the vessel's expense. Should the continuous loading/discharging requirement be terminated by SFCT, when the agents and/or owners of the vessel are so requested, the vessel shall vacate the berth. Reassignment to a berth for completion of loading/discharging will be at SFCT's discretion. Any vessel refusing to vacate the berth after being so notified, may be subject to removal by SFCT at the relevant User's risk and expense, including any damage, except that caused by SFCT's gross negligence. SFCT may assess an additional dockage charge of \$1250 per hour, or fraction thereof, commencing two (2) hours after notice to vacate is given, and will be assessed in addition to Dockage charges published elsewhere in this Tariff.

## **RULE 40 MOVEMENTS OF VESSELS**

Vessels moored alongside vessels which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such vessel must, at the request of SFCT, temporarily move, if they, in the judgment of the SFCT, are blocking the ingress or egress of a vessel ready to be docked or undocked. When vessels have finished discharging or taking on cargo, their right ceases to the use of the dock, pier, or bulkhead and such vessels must, at the request of SFCT, surrender the berth.

## **RULE 41 RECEIPT OF EXPORT CARGO**

All export cargo must be properly blocked and braced upon arrival to the terminal. If it is deemed by SFCT at any time before the cargo is loaded that this requirement has not been met, the export cargo will not load and the cargo owner will be notified.

For the receipt of Export Hazardous cargo an electronic pre-advise (COPRAR) for any hazardous load prior to arrival at the terminal must be received.

## **RULE 42 RESPONSIBILITY FOR DAMAGES**

Users shall be responsible for all damage resulting from the use of SFCT property and facilities. SFCT reserves the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the terminal property and facilities including damages to docks, piers, bulkheads, wharves, cargo, containers, and their contents if loaded; equipment, rail, shop facilities, water, heat, light, etc., and hold any relevant User or any other party or parties that may be in any way considered responsible for the damages liable for payment of damages, together with all interests, costs and attorney's fees that may be incurred in the collection of the damages. SFCT may detain any vehicle, common carrier, vessel, water craft, etc., that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees. This item is not to be construed as holding SFCT liable for any portion of such damages caused by SFCT's gross negligence.

## **RULE 43 LIMITATION OF LIABILITY**

1. Subject to the provisions of paragraph (2) below, SFCT assumes no liability for loss or damage to freight or cargo handled or transhipped through a Terminal.
2. SFCT shall be liable only for damage resulting from its gross negligence to exercise due and proper care in performing the services and affording the facilities provided for herein. In no case shall SFCT be liable for a sum in excess of \$500 per package or per customary freight unit for non-packaged objects unless the relevant User, prior to the commencement of such services or use of such facilities, declares a higher value in writing AND pays to SFCT, in addition to the other charges for such services as herein



set forth, a premium computed at one percent (1%) of the declared value of each package or non-packaged object. In the event of a higher value being declared in writing AND the payment of one percent (1%) premium, the liability of SFCT, if any, for damage resulting from SFCT's gross negligence in performing the services and affording the facilities provided for herein shall be determined on the basis of such declared value, or a pro rata portion of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the cargo. The word "package" shall include any container; van, trailer, pallet, or all other types of cargo unitization. The word "customary freight unit" shall mean the unit on which ocean freight was or is to be calculated for any objects not shipped in a "package" as defined hereunder. In no event shall SFCT be liable for more than the loss or damage actually sustained, either up to the \$500 per package limitation or such higher value if declared and the premium has been paid. SFCT shall not be liable for any consequential damages, expenses, incidental damages or special damages or loss of profits or revenue in connection with its performance of services or furnishing of facilities, and SFCT shall have the option, at its sole discretion, of replacing any lost property or cargo and/or replacing or repairing any damaged property or cargo. SFCT's liability for any other loss other than related to cargo damage shall not exceed \$10,000.

3. SFCT will not be liable for any delay, loss or damage arising from strikes, slowdowns, lockouts or labor disturbances of any persons in its employ or in the service of others nor for any causes arising there from, nor any causes unavoidable or beyond its control. SFCT accepts no responsibility for damages or accidents occurring when its equipment and/or operators or employees are furnished to perform work for third parties, except that caused by SFCT's gross negligence.

4. SFCT will not be responsible for damage sustained or caused by containers or cargo because of weather conditions, including but not limited to wind or flooding or any other causes beyond your reasonable control. SFCT accepts no responsibility for loss sustained by containers or cargo remaining in the pier area or in the stacks at any time. SFCT accepts no responsibility for injuries or death, damages or delays caused by cargo handling equipment, including but not limited to cranes, container handlers, container transporters or utility trucks and/or the operators of said equipment where the equipment is leased by SFCT to an applicable User and the equipment is in the custody and control or supervision of the said User.

5. SFCT shall not be liable for loss of or damage to the contents and the Carrier shall indemnify SFCT against any injury, loss, damage, liability or expense whatsoever incurred or claimed by SFCT if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by all matters beyond SFCT's control including, inter alia, without prejudice to the generality of this exclusion.

- a) the manner in which the container has been packed; or
- b) the unsuitability of the goods for carriage in containers; or
- c) the unsuitability or defective condition of the container or the incorrect setting of any thermostatic, ventilation, or other special controls thereof.
- d) insufficient or defective condition of packing or marks
- e) inherent vice of the goods

6. Carrier shall make no claim against SFCT for an amount less than US\$500 (Five hundred United States Dollars) for any single incident or series of incidents arising from a common cause.

7. All parties to whom berths, wharves, transit sheds, mechanical equipment or other facilities have been assigned shall be responsible and liable to SFCT for any damage occurring to such property during their tenancy, occupation and/or use without regard to whom shall cause the damage, except that caused by SFCT's gross negligence. All such parties further agree to indemnify and hold harmless SFCT for any and all personal injuries and/or property damage caused by the negligence of the party or the parties' agents, employees and/or servants.

8. In any event, SFCT shall be discharged from any and all liability for any loss or damage to the goods or any claim of whatsoever kind, nature, or description with respect to or in connection with the goods unless suit is brought against SFCT within one year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be considered "brought" for the purposes of this Rule unless process shall have been actually served and/or jurisdiction obtained over SFCT within the specified one-year period.



## **RULE 44 TERMINAL SECURITY FEE**

A Terminal Security Fee per container is applicable to all containers loaded or discharged. Only one charge will apply to a transshipped container. Non-containerized cargo will be charged on a per short ton basis. All security charges are for the account of the B/L carrier.

Please refer to Section III for the terminal security fee rates.

## **RULE 45 TERRORISM**

SFCT shall not, under any circumstances, be liable for damage or injury caused to any User or the property of Users as a result of direct or indirect acts of terrorism.

## **RULE 46 HAZARDOUS CARGO**

The following data is required for the delivering of hazardous cargoes to the terminal:

- A. Complete shipper's name and address and, where possible, telephone numbers for emergencies.
- B. User listed either separately or in the billing letterhead.
- C. Complete consignee's name and address, including the overseas port of destination on exports.
- D. Proper DOT shipping name, which is the technical name of the chemical involved. It must be as listed in the Code of Federal Regulations Title 49-Part 172.101. NOTE: Use an application as described in 172.200 through 172.203.
- E. Hazardous class of the material being shipped.
- F. Kind and number of containers and individual weights or total weight.
- G. Placards applied on all four sides per IMO and government regulations. For rail containers placards must be at least five feet above bottom rail of container.
- H. Shipper's certification. A shipper's certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:

**THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF USCG/DOT/IMO AND/OR ANY OTHER CONTROLLING FEDERAL AND/OR STATE REGULATIONS.**

This is to be accompanied by a legible signature of the person certifying.

- I. Properly documented special instructions, exceptions or exemption information, if required.

For the receipt of Export Hazardous cargo an electronic pre-advise (COPRAR) for any hazardous load prior to arrival at the terminal must be received.

All of the above must be complied with or the shipment will not be received by SFCT.

## **RULE 47 INDEMNITY**

In addition to the other specific remedies provided herein, except as may be caused by SFCT's gross negligence, any applicable User agrees to defend, indemnify and save harmless SFCT from and against all losses, claims, demands and suits for damages, including death and personal injury, including costs and reasonable attorneys fees, incident to or resulting from their operations on the terminals and/or the use of the terminals' equipment and facilities.

## **RULE 48 ACCEPTANCE OF CARGO OR COMMODITY FOR HANDLING OR STORAGE; RESPONSIBILITY FOR CONSEQUENTIAL DAMAGE AND INFESTATION**

When any cargo or commodity is accepted for handling or storage, it is understood and agreed that any and all losses, damage, or costs of fumigation, incurred by SFCT attributable to or because of infestation or inherent vice of the cargo or commodity in question, shall be for the account of the relevant User.

## **RULE 49 TERMINAL PROPERTY**

The terminal property is not a public thoroughfare and all persons and vehicles entering thereon must have authorization to enter the terminal property and do so at their own risk. Such persons and vehicles by entering the terminal property, agree to obey and be bound by all rules, regulations, signs, policies, security, and traffic control devices applicable thereto, including maximum posted speed limits within the terminal property, and to park only in designated parking locations on the property. All persons or vehicles entering upon the terminal property shall carry such forms of identification as may be required by public or governmental authorities or SFCT and shall display such identification to SFCT upon request. All vehicles, persons and accompanied and unaccompanied baggage is subject to search.

## **RULE 50 DELAYS AND DETENTIONS**

The relevant User shall hold harmless and indemnify SFCT for delays or demurrage on railroad cars, highway trucks, or detention on vessels.

## **RULE 51 LABOR DISPUTES, STRIKES**

In the event of a strike, slowdown, lockout, or other labor disturbances involving a vessel at berth or one waiting for berth (whether it involves the vessel's crew or otherwise) which will, in the sole judgment of SFCT, interfere with, disturb, or impede operations of the terminal, SFCT may cancel such vessel's right to take berth or refuse to accept her at the berth, and in the event such vessel has taken berth, SFCT may order such vessel out of berth. Should any vessel berth or interfere with other vessels' ingress to or egress from the berth after being informed of the inability of SFCT to accept the vessel, or should the vessel refuse to vacate after being berthed, said vessel, her owners, agents and operators shall be liable for damages as hereinafter set forth.

## **RULE 52 GENERAL ORDER LIEN**

SFCT will place a lien on cargo which is ordered by United States Customs to be placed into a General Order warehouse. Any and all terminal costs incurred in connection with complying with any Government authority shall constitute the amount of the lien.

## **RULE 53 DAMAGED CARGO**

In the event a vessel operator/owner or its representative requests that SFCT move damaged containers or cargo, the vessel operator shall submit a written request to SFCT describing the cargo or container it wishes SFCT to move and stating that the party requesting the move agrees to accept any and all responsibility for the costs of the move and any and all damage that results from said movement and the cost of subsequent storage of the container or cargo pending repair or transshipment.

## **RULE 54 DAMAGED OR ABANDONED EQUIPMENT**

SFCT will not permit storage of damaged, abandoned, miss-delivered, or unidentified equipment owned by third parties on the facility. The relevant User shall be allowed:

Fifteen (15) days to repair or remove damaged equipment from the terminal. Minor and roadability repair is defined as damages that require less than 1.25 hours of repair time provided the driver is able to pull the equipment to the roadability lane. Examples of roadability repair are lights, lenses, tires, mud flaps, FHWA inspection, sweep out, or any combination of repairs that do not exceed 1.25 hours for repair.

Commencement of the fifteen (15) days will be from the first day after terminal operating system has been updated noting damage status.

After 45 days, SFCT has the option to move containers to an off-dock facility, and all associated charges for such movement will be for the account of owner.

## **RULE 55 STORAGE OF EQUIPMENT UPON BANKRUPTCY**

Equipment including but not limited to a container or a chassis remaining on the terminal 30 days after its owner or lessee has ceased operations due to bankruptcy or has gone out of business will be charged a storage charge on equipment. This charge will be \$55.00 per unit, per day and it will be assessed against the equipment from the date of the ceased operations and must be paid prior to release of the equipment. The amount due must be paid by the party requesting the release of the equipment.

## **RULE 56 SPECIAL SERVICES; HANDLING OF BREAKBULK/HEAVY LIFTS**

Upon request and with advance arrangements, SFCT will provide special services not listed in this Schedule of Rates. Charges for these services will be based on the cost of materials plus thirty (30) percent, equipment rental, and labor billed at the man-hour rates listed in Section III. Charges are subject to minimum labor requirements and will be billed where applicable.

## **RULE 57 VERIFIED GROSS MASS**

The International Maritime Organization (IMO) through the International Convention for the Safety of Life at Sea (SOLAS) requires that no loaded container may be stowed aboard a Vessel until the shipper provides a verified gross mass (VGM) of the container to the Ocean Carrier and the terminal operator. The Ocean Carrier is responsible for providing the verified gross mass (VGM) of any cargo laden export container. (see Section III – Item 490 for related procedures and fees).

## SECTION III

### **SCHEDULE OF RATES**

Except as otherwise provided herein, the following charges apply on containers or chassis, of 20', 40' or 45' in length and 8' wide, not loaded in excess of their rated capacity, and having the loaded or empty configuration that can be routinely handled by conventional container handling yard equipment, and are assessed against the vessel.

Additionally unless otherwise noted all services and rates listed are considered performed on straight time hours.

Parties requesting yard work activities must allow a minimum 24 hours for completion of the service requested. This does not include weekends or holidays.

|   |                                      |
|---|--------------------------------------|
| <b>110 Receiving or Delivering containers / chassis (excluding yard handling)</b>   | \$84.55                              |
| <b>120 Receiving or Delivering "Out of Gauge" Unit Load Containers which do not required special lifting equipment.</b>   | \$186.10                             |
| <b>130 Receiving of Yacht and other Breakbulk cargoes</b>   | Available upon Request               |
| <b>140 a) Rigging fee, per container with over height cargoes if wires used</b><br><b>Rates available on request</b><br>Receiving or delivering over height container from/to chassis or flatbed (which requires wires) to/from place of rest in the yard. This does not include lifting gear that must be hired to accommodate excessively weighted cargo beyond normal lifting gear capacity.                         |                                      |
| <b>b) Rigging fee, per container with over height cargo if over height spreader used</b><br><b>\$590 per container</b><br>Receiving or delivering over height container from/to chassis or flatbed (which is handled with over height spreader) to/from place of rest in the yard. This does not include lifting gear that must be hired to accommodate excessively weighted cargo beyond normal lifting gear capacity. |                                      |
| <b>150 Swapping containers between chassis or trucker chassis</b>   | \$80.60                              |
| <b>160 Mounting / Grounding / Segregating per container handled</b>   | \$73.35                              |
| <b>170 Pre-mounting containers provided service requested by 2:00pm day prior</b>   | \$128.10 per container Straight Time |
| <b>180 Drayage of container within terminal premises, per dray per container</b>  | \$64.75                              |
| <b>180b Drayage of containers on Dodge and Lummus Islands w/in Port to Sheds G, E, Fumigation, and Seaboard Marine</b>  | \$105.40 one way                     |
| <b>190 Weighing containers, per instance, includes handling</b>   | see item 480                         |
| <b>200 Sealing Containers with high security seal at time of receipt of</b>   | \$25.80                              |

container at gate

|   |   |
|---|---|
| <b>210 Placarding container (labor and placard) at time of receipt of container at gate</b>   | \$40.75 per placard removed<br>\$31.30 per placard attached |
| <b>220 Reprint of Interchange Report</b>  | \$15.50 p/report  |
| <b>230 Failure to obtain an Interchange</b>   | \$548.00 p/occurrence                                       |
| <b>240 Miss-park of container or chassis</b>  | \$120.85 p/occurrence                                       |
| <b>250 Export Redelivery</b> – exports received then subsequently removed from the terminal without loading a vessel  | \$269.10 per container                                      |
| <b>260 Chassis / Flatrack unbundling/bundling per stack</b> – extra labor plus equipment and materials at manufacturer's list price plus 20%  |   |
| <b>270 Rolling of Export Containers from one vessel to another vessel or from one port of discharge to another port of discharge</b>  | \$109.80 per container rolled (One Charge)                  |
| <b>280 No container and/or chassis leases may be terminated on SFCT facility except when such equipment is transferred directly to another steamship line that agrees to accept all charges accruing subsequent to the transfer. The following charges will be assessed against the steamship line requesting the transfer:</b> |   |
|   | \$27.40 p/container   |

**290 Over Time Gates:**

Over Time Gates – will be billed at extra labor man hour rates plus equipment rental rates subject to minimum labor guarantees

**300 Equipment Rental Charges per Hour (minimum 1 hour)**

|   |            |
|---|------------|
| <b>Container Cranes (POM Owned)</b>         | POM Tariff |
| <b>RTG</b>                                  | \$283.00   |
| <b>Toploader</b>                            | \$206.30   |
| <b>Forklift (up to 10,000 lbs capacity)</b> | \$ 29.50   |
| <b>Forklift (15,000 lbs capacity)</b>       | \$ 36.20   |
| <b>Forklift (25,000 lbs capacity)</b>       | \$ 41.25   |
| <b>Forklift (30,000 lbs capacity)</b>       | \$ 67.95   |
| <b>Forklift (35,000 lbs capacity)</b>       | \$ 100.90  |
| <b>Hustlers</b>                             | \$ 41.25   |
| <b>Bombcart</b>                             | \$ 17.65   |
| <b>MAFI</b>                                 | \$ 59.70   |

Note 1 – Rates do not include operators.

Note 2 – Billing for crane time will be computed as follows: Total time for crane billing will be calculated beginning with the time crane is ordered until dismissed with boom in upright position. Total time for container handling equipment billing will be calculated beginning with the time container handling equipment is ordered until dismissed. For container operations, billing increment shall not be less than 1/2 hour. This verbiage does not include POM cranes which are billed per POM tariff.

Note 3 – Time delays due to non-arrival of vessel and inclement weather shall be calculated and billed at 25% of the applicable charge. Time delays caused by mechanical failures shall be calculated and no charges will be made for this time. This verbiage does not include POM cranes which are billed per POM tariff.

Note 4 – SFCT will charge the prevailing rate in conjunction with the minimum hourly guarantee required by the International Longshoremen's Association contract for equipment operators.  
 Note 5 – Applicable Sales Taxes are additional

|  |                      |         |                                 |
|--|----------------------|---------|---------------------------------|
| <b>310 Man hour rates per man hour</b> |                      |         |                                 |
| <b>Longshoremen</b>                    | <b>Straight Time</b> | \$74.70 | <b>Double Straight</b> \$128.39 |
|  | <b>Overtime</b>      | \$96.88 | <b>Double Overtime</b> \$163.41 |

Note: Man hours charged subject to minimum guaranteed hours.

**320 Occupying electrical outlet slot for refrigerated containers, per calendar day or fractional calendar day.** Available Upon Request

**Charge applies also for outlets used for pre-tripping of reefer units.**

Subject to availability, and pricing upon request.

- 320a. Daily monitoring**
- 320b. Plug-In / Unplug**
- 320d. Gen-Set M/G each way**
- 320e. Fuel for Gensets**

**330 Opening and closing containers for a Government, such as AQI, LQV, tailgate inspection or per request of customer, per opening and closing on Straight Time** \$159.65

**340 Inspection by U.S. Customs on containers during vessel operations using VACIS machine, per container (shipside exams)** \$114.05

**350 Inspection by U.S. Customs on containers from stack or wheels using VACIS machine, per container** \$205.25

**360 Intensive Exams ordered by U.S. Customs, USDA, FDA or other Government Agencies**  
 Performed based upon extra labor rates, equipment rental rates, and materials used in lashing or re-securing at manufacturer's list price plus 20 for exams performed within SFCT Miami terminal.

**370 Dockage - Per Port of Miami Tariff**

**380 Line Handling** – subject to availability and upon request

**390 Wharfage - Per Port of Miami Tariff**

**400 Demurrage Charges (Rules [20](#), [21](#), and [22](#))** upon expiration of free time.

|                               |         |         |                    |                        |
|-------------------------------|---------|---------|--------------------|------------------------|
| <u>Containerized Cargoes:</u> | 20' Dry | 40' Dry | Tanks/Refrigerated | Flatrack/Special Cont. |
| Day 1-10                      | \$41.85 | \$60.60 | \$107.35           | \$ 80.51               |
| Day 11 & beyond               | \$80.00 | \$97.97 | \$139.54           | \$134.18               |

Break-bulk Cargo & other loose commodities \$3.10 (per 2000 lbs per day)

**410 Storage, Empty Containers or Chassis (per calendar day or part thereof)**

|                 |             |           |           |
|-----------------|-------------|-----------|-----------|
|                 | <b>Size</b> | <b>20</b> | <b>40</b> |
| <b>Day 1-30</b> |             | \$5.36    | \$10.73   |

**Day 31+**      \$10.73    \$21.47

**420 Terminal Security Fee**      \$9.00 (per full container loaded/discharged/transship)  
 \$0.31 (per 2000 lbs, non-container cargo)

Note 1 – For transshipments discharged and loaded at SFCT facility only one charge will apply per container (for full discharge move).

Note 2 – For containers received and delivered at SFCT facility without loading or discharging a vessel only one charge of \$7.00 per container will apply.

**430 Gangway Guard**      \$33.97 per hour Straight time,  
 \$46.69 per hour Overtime  
 (4 hour minimum)

**440 Minimum Billing** – All charges in this tariff not otherwise excepted are subject to a minimum billing charge of \$53.00 per billing.

**450 Rebilling Invoices** – A charge of \$53.00 will be added to each invoice requiring rebilling except for invoices originally incorrectly invoiced by SFCT.

**460 Administration Charges**

**For preparation of ILA Royalty documents or tonnage/container assessment documents**      \$12.10 per document prepared

If royalties or assessments paid by SFCT and re-billed to carrier, an additional service charge of two (2) percent will be applied. Payment on behalf of carrier are subject to agreement by SFCT.

**470 Inspections for empty survey/repair -**

|  |          |       |
|--|----------|-------|
| Handling container from place of rest in yard to place of                | \$ 51.65 | Empty |
| Inspection on terminal and return of container to place of rest in yard. | \$180.75 | Full  |

**480 Weighing of Containers at SFCT inbound gate**      \$12.40 per container weighed  
 (when scales installed and operating)

Weighing of cargo laden containers at SFCT will be mandatory if the Port of Miami is no longer weighing containers at their gate. Charge to be paid prior to or at time of receipt.

**490 Verified Gross Mass (Rule 57) Effective from July 1, 2016**

The following VGM related charges shall apply to export cargo laden containers, as applicable:

- a) Export containers arriving at SFCT’s truck gate with no prior VGM update in SFCT’s terminal operating system will have port scale weight certified by SFCT for IMO/SOLAS VGM purposes. The certified weight information will then be transmitted to the Carrier via EDI. The fee for this service will be \$10.00 per container arriving at the truck gate without a prior VGM EDI update.
- b) For containers arriving at SFCT’s facility from the rail:
  - i. APMT is unable to certify weights received from rail providers as being IMO/SOLAS compliant.
  - ii. If an Ocean Carrier does not provide a VGM certified weight via EDI prior to the container arriving at SFCT, SFCT shall assume that the weight provided by the rail carrier, together with the estimated tare weight of the container, is the VGM and shall update the terminal operating system accordingly unless the Ocean Carrier rejects such assumption in writing. If the Ocean Carrier rejects the use of the weight provided by the rail carrier as the VGM weight, then the container will be

deemed to have arrived without a VGM and will be subject to a fee of \$65 as well as any resulting roll/handling and demurrage fees, each of which shall be charged to the Ocean Carrier.

**500 Terminal handling fee for pallet wide containers** \$87.80 per container

**510 Congestion Surcharge** – SFCT reserves the right to assess a surcharge as a result of congestion due to factors beyond SFCT’s control, such as but not limited to, longshoremen’s strikes, trucking strikes or weather conditions which affect the entire port area or a substantial portion thereof.

**520 Terminal Landing Surcharge:** A Terminal Landing Surcharge of \$29.50 will be assessed against each import cargo laden container. The Terminal Landing Surcharge will be responsibility of the Merchant unless other arrangements have been made by the bill of lading ocean carrier.

**530 Supplying Water to Vessel** Water usage charged per Port of Miami Tariff plus applicable taxes.