



Tariff 007

(REPLACES TARIFF No. 006)

Updated March 9, 2020

www.portofbeaumont.com

PORT OF BEAUMONT
TARIFF NO. 007

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NOTE: Tariff 007 replaces Tariff 006

CONTACTS

Board of Commissioners	Administrative Staff
<p>Lee Smith President</p>	<p>David C. Fisher Port Director & CEO</p>
<p>Louis Broussard Vice President</p>	<p>Tracy Mills Director of Finance & Administration</p>
<p>Georgine Guillory Secretary-Treasurer</p>	<p>Ernest Bezdek Director of Trade Development</p>
<p>Pat Anderson Commissioner</p>	<p>Randal Ogrydziak Director of Security, Facilities & Regulatory Compliance</p>
<p>Bill Darling Commissioner</p>	<p>Kirby Dartz Director of Operations</p>
<p>David Willard Commissioner</p>	<p>Brandon Bergeron Director of Engineering</p>
	<p>Lawrence Garza Operations Manager</p> <p>Chad Martin Terminal Manager</p>
<p>Additional staff listed on website www.portofbeaumont.com</p>	<p>For Tariff information or questions, please contact the Port of Beaumont.</p>

PLEASE READ OUR DISCLAIMER BEFORE VIEWING THIS SECTION

GULF SEAPORTS MARINE TERMINAL CONFERENCE

(Federal Maritime Commission Agreement 224-200163, effective December 2, 1988.)

Participating Members:

- A. Board of Commissioners of the Port of New Orleans
- B. Board of Commissioners of Lake Charles Harbor and Terminal District
- C. Greater Baton Rouge Port Commission
- D. Orange County Navigation and Port District, Orange, TX
- E. Mississippi State Port Authority at Gulfport
- F. Port of Beaumont Navigation District of Jefferson County, TX
- G. Port Commission of the Port of Houston Authority of Harris County, TX
- H. Board of Trustees of the Galveston Wharves
- I. Alabama State Docks Department - Port of Mobile
- J. South Louisiana Port Commission, La Place, LA
- K. Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, TX
- L. Port of Port Arthur Navigation District of Jefferson County, TX
- M. Board of Commissioners of the Tampa Port Authority of Hillsborough County, FL
- N. Port Freeport
- O. Panama City Port Authority
- P. Port of Corpus Christi Authority
- Q. Port of Pensacola
- R. Port of Pascagoula
- S. Manatee County Port Authority of Palmetto, FL
- T. St. Bernard Port, Harbor and Terminal District, Chalmette, LA
- U. Port of Plaquemines, LA

NOTICE: The Gulf Seaports Marine Terminal Conference agreement permits the participating members to discuss and agree upon port terminal charges, rules and regulations. Any such rates, charges, rules and regulations, adopted pursuant be published in the respective tariffs of said members and so identified by proper symbol and explanation.

SHIPPERS' REQUEST AND COMPLAINTS

Shippers, or other Users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said conference agreement, should submit the same, in writing, to the said Chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the Conference Chairman will so advise by mail. The said Chairman will notify such shipper or complainant of the docketing of the matter and of the date and time of the proposed meeting and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.

Bill Inge, Conference Chairman
P. O. Box 1588
Mobile, AL 36633

Section 1 – Definitions

100 Container

A standard (I.S.O.) seagoing container 20 feet in length or over.

105 Day

A consecutive 24-hour period or fraction thereof.

110 Dockage

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

112 Facility Service Fee

The charge assessed against the cargo for port facility and operation services, including coordination of cargo placement at point of rest and the scheduling and/or coordination of rail services and/or truck services and other cargo services.

115 Free Time

Thirty (30) days in sheds and on open wharves.

Thirty (30) days on all-weather open lots for high-cube cargo. Thirty (30) days on all-weather open lots and off-wharf areas NOS. Free time begins immediately upon placement on port facilities and each twenty four (24) hours, or part thereof, constitutes a day's time; weekends and holidays are not excluded.

120 Handling

The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle or onto barge.

127 High Cube Cargo

Cargo that has a measure (40 cubic feet) to weight (2,000 pounds) ratio of greater than three (3) to one (1).

130 Holidays

All Saturdays and Sundays of the year, New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving day, and Christmas day. Holidays falling on Sunday will be observed the following Monday.

135 Loading and Unloading

The service of loading or unloading cargo between any place on the terminal (point of rest) and railroad cars, trucks, or any other means of land conveyance, to or from the terminal facility.

140 (*) Point of Rest

The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area of the terminal facility which is

assigned for the receipt of outbound cargo from shipper for loading of vessel. Cargo will be considered to be at shipside, or within reach of ship's tackle, when it is placed at a point of rest as described above. Movement of cargo between vessel and point of rest will be at the vessel's expense.

145 Port Authority

The Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas.

146 Storage

The Port may, at its sole discretion, allow port Users to use areas in the port for the storage of cargo at a specified storage rate. The Port of Beaumont does not take care, custody or control of any cargos stored at the port by port Users, in accordance with the provisions of this tariff.

147 Throughput

The service of physically moving cargo to/from ship or barge to a point of rest and then physically moving cargo from/to point of rest and any place on the terminal and loading/unloading to/from land-based conveyance.

150 Ton

A unit of weight of 2,000 pounds; also referred to as a short ton.

151 Transshipment

Cargo passing or conveyed directly from one waterborne vessel or barge to another vessel or barge.

152 User

All persons or vessels, their owners, agents or stevedores, loading and unloading operators or other business entities or representatives or employees thereof, or any governmental entities or representatives or employees thereof doing business on Port Authority property or otherwise using Port Authority facilities.

153 Weight or Measure

When the notation W/M (weight or measure) appears on an item in this tariff, charges are assessed on the basis of the cargo's weight in short tons of 2,000 pounds or 40 cubic feet, whichever produces the greatest revenue.

155 (*) Wharfage

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

157 Wharf Hire

Wharf Hire is a charge to the vessel based on the quantity of cargo loaded or discharged to/from the vessel at each berth (see **Item 570**).

160 (*) Wharf or Shed Demurrage

A charge assessed against cargo remaining on public wharves, or in transit sheds, beyond free time allowed.

161 Abbreviations

\$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither increase nor reduction in rates
(N)	New Item
CBM	Cubic Meter
Cu. ft.	Cubic Feet
FMC	Federal Maritime Commission
FTZ	Foreign Trade Zone
GRT	Gross Registered Ton
Lbs.	Pounds
LOA	Length Over-All
MT	Metric Ton
NOS	Not Otherwise Specified
Viz.	Namely; in other words
W/M	Weight or Measure
(*)	Items bearing this reference are published pursuant to agreement of Members of the Gulf Seaports Marine Terminal Conference

Section 2 – Rules & Regulations

165 Authority and Jurisdiction

The Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas, hereafter known as the "Port Authority," is authorized by Article 16, Section 59, of the Constitution of the State of Texas and the Acts of the 51st Legislature, State of Texas, Regular Session, 1949, Chapter 147, page 270, and as amended, to assume control of the Port of Beaumont, and ownership, jurisdiction over, and control of the use of all wharves, sheds, warehouses, freight handling machinery and/or equipment and all other property, equipment and facilities owned and operated by it; and is further authorized and empowered to regulate and fix charges for the use of such facilities.

170 General Application

The use of Port Authority facilities constitutes an acceptance by the User of all charges, rules and regulations published in this tariff and the User agrees to pay all charges and be governed by all rules and regulations published in the tariff. The charges, rules and regulations published in this tariff apply on all cargo moving through the facilities of the Port Authority, and shall apply equally to all Users of the facilities.

175 Port Authority Liability

Except for liability under Texas law, if any, for damage or loss caused by its negligence, the Port Authority shall not be liable for any loss or damage to any cargo handled over or through its facilities or stored in its facilities resulting from fire, water, collapse of buildings, sheds, platforms or wharves, settling of floors or foundations, breakage of pipes or for loss or damage caused by rats, mice, moths, weevils or other animals or insects, frost or the elements, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, insurrection or acts of God.

The Port Authority is not a common carrier and does not accept care, custody or control of any cargo or other property while on or in or under the wharves, docks, transit sheds, warehouses or other facilities managed and controlled by the port, nor engage in warehousing or issue warehouse receipts.

No provisions contained in this tariff shall limit or relieve the Port Authority from liability for its own negligence, nor require any person(s), vessels, or lessees to indemnify or hold harmless the Port Authority from liability for its own negligence.

180 Authority Held Harmless

All Users of Port Authority agree to indemnify and save harmless the Port Authority from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of the Port Authority and the use of its facilities. For limits of liability see **Item 175** (3).

185 Responsibility for Damages to Facilities

All port Users, including vessels, their owners and agents, stevedores, contractors and other port Users shall be responsible for all damage resulting from their use of Port Authority facilities. The Port Authority shall reserve the right to repair or contract for repair such damage. In instances where damage is caused by a vessel, the Port Authority may detain any vessel or other watercraft responsible for such damage until security has been given in the amount of such damage.

This item is not to be construed as requiring any User to indemnify the Port Authority for that portion or

percentage of such losses, etc., if any, caused by the negligence of the Port Authority. For limits of liability see **Item 175** (3).

190 Nuisance Created by Vessels

No vessel will permit excessive smoke, steam, noise or cleaning of boiler tubes by blowing or other means while in the channel or at the port.

195 Vessels Required to Use Tugs

All vessels docking or undocking at the Port Authority berths shall be required to use tug assistance, unless specifically exempted by Port of Beaumont. Failure to comply with this requirement could result in denial of a berth.

200 Demurrage or Detention

The Port Authority is not responsible for any delays, detention or demurrage on railcars, vessels or trucks.

Parties responsible for ordering and/or scheduling vessels, railcars or trucks are responsible for the payment of rail demurrage, vessel demurrage or truck detention, which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels, railcars or trucks. Such parties will indemnify and hold harmless the Port for any rail demurrage, vessel demurrage or truck detention and related costs and expenses, including attorney fees and court costs, caused by or arising out of such parties ordering and/or scheduling of vessels, railcars or trucks.

Nothing contained herein shall be deemed to exculpate or relieve the Port Authority from liability for its own negligence. Issued in compliance with FMC Regulation 46 CFR 525.2(a) (1).

201 Switching of Rail Cars

All orders for switching of rail cars at Port facilities must be in writing and submitted to both the Port Operations Department and its switching contractor no later than 4:00 p.m. the day before services are needed. The Port will make all reasonable efforts to have rail cars properly switched and spotted on tracks as requested for the next work cycle. The Port Authority will not be responsible for any rail switching delays or spotting of cars.

210 Access to Shipping Documents

Shippers, vessels, owners, and agents will permit the Port Authority access to manifests, loading or discharge lists, rail or motor carrier freight bills or any pertinent documents for the purpose of audits to determine the accuracy of reports filed, or for obtaining necessary information for correct billing of charges. They shall, within five (5) days after vessel sails, furnish the Port Authority with information on all cargo loaded or discharged and any other information required for the accurate billing of cargo and vessel charges.

211 Cargo Booking Confirmation

The Port of Beaumont requires a [Cargo Booking Confirmation](#) to be furnished for all cargo transacted. Copies of the completed forms shall be on file with the operations and accounting departments.

This form shall be completed no later than 72 hours prior to the arrival of the cargo in the port, either by land or waterborne transportation. Copies of the form are available upon request.

212 Berth Request

The Port of Beaumont requires an approved [Berth Request](#) for all vessels requesting to berth at the Port of

Beaumont docks and wharves. A Berth Request form must be completed and submitted to the Director of Operations for approval no later than 72 hours prior to the estimated time of arrival (ETA) of the vessel. Copies of the completed forms shall be on file with the operations department.

Copies of the Berth Request Form are available upon request.

213 [Space Allocation Assignment](#)

The Port of Beaumont requires an approved [Space Allocation Assignment](#) for all stevedores, loading and unloading licensees or shippers requesting cargo space on the Port of Beaumont's docks, wharves, sheds, lots or other facilities. A Space Allocation Assignment form must be completed and submitted to the Director of Operations for approval no later than 72 hours prior to the estimated time of arrival (ETA) of the cargo. Copies of the completed forms shall be on file with the operations department. Copies of the Space Allocation Assignment are available upon request. Cargo stored in a space not approved by the Space Allocation Assignment must be relocated at the stevedore's or loading and unloading operator's expense. Failure of the stevedore or loading and unloading operator to relocate said cargo may result in a penalty assessed by the Port of Beaumont in an amount of up to \$500.00 per day for each day after order has been issued by the Port to move the cargo.

215 (*) [Stevedores](#)

Stevedoring companies desiring to operate over the public wharves must file an application with the Port Authority and must furnish Certificates of Insurance on their Workers Compensation and Employers' Liability, Automobile, Bodily Injury and Property Damage, Comprehensive General Liability and U.S. Longshoremen and Harbor Workers Act. The Port Authority reserves the right to establish minimum coverage limits. Rules and conditions are on file in the Port Authority office.

Rejection of application and revocation of stevedore franchise will result from failure to comply with the rules and regulations contained in this tariff and in the Stevedore Franchise Policy.

Wage Rates: Franchised stevedores shall be required to pay wage rates and provide benefits for its employees performing stevedoring services in the Port of Beaumont, which are at least equal to the current prevailing wages and benefits paid to labor as established by the West Gulf Maritime Association for Fully Automated and General Cargoes.

217 [Loading and Unloading Operators](#)

Loading and unloading operators desiring to operate over the public wharves, sheds, lots and other Port facilities must file an application with the Port Authority and must furnish Certificates of Insurance on their Workers Compensation and Employers' Liability, Automobile, Bodily Injury and Property Damage, Comprehensive General Liability and U.S. Longshoremen and Harbor Workers Act. The Port Authority reserves the right to establish minimum coverage limits. Rules and conditions are on file in the Port Authority office.

Rejection of application and revocation of a loading and unloading license will result from failure to comply with the rules and regulations contained in this tariff and in the Loading and Unloading License Policy.

Wage Rates: Franchised stevedores shall be required to pay wage rates and provide benefits for its employees performing stevedoring services in the Port of Beaumont, which are at least equal to the current prevailing wages and benefits paid to labor as established by the West Gulf Maritime Association for Fully Automated and General Cargoes.

220 Insurance

The charges published in this tariff do not include any expense for insurance covering any loss or damage to the cargo nor will such insurance be effected by the Port Authority under its policies.

221 Entry into Port of Beaumont Secure Area Requirement

The Port of Beaumont is a Maritime Transportation Security Act facility regulated by Title 33 Code of Federal Regulations Parts 101 & 105 (Maritime Security General & Maritime Security Facilities), which is enforced by the U.S. Coast Guard. All persons seeking unescorted access into the Port of Beaumont (POB) must meet the following requirements:

- Possess a valid Transportation Workers Identification Credential (TWIC)
- Must be on the Port's "Authorized Access List"
- All vehicle drivers must present a valid state driver's license and show proof of vehicle insurance
- All vehicles must display a current state vehicle registration sticker

Persons seeking access into the POB's secure-restricted area who do not possess a TWIC may only enter with a POB approved TWIC escort as a side-by-side companion.

Neither concealed nor open carry of firearms, alcohol, controlled substances, or photography are permitted in the POB's secure-restricted area. If you have any questions concerning these provisions, please contact the Port of Beaumont Police at 409-554-2020.

All persons granted unescorted access into secure-restricted areas of the POB must produce his or her TWIC upon request by U.S. Coast Guard or POB security personnel. Persons unable to produce a TWIC will be escorted off the facility and may be subject to criminal prosecution. The POB may, at its sole discretion, ban any person for any period of time for violation of federal laws or port rules and regulations. Those persons who violate access control procedures may be subject to arrest, prosecution and/or loss of port access privileges.

For a person to receive POB escort privileges, the employer must submit a [TWIC Escort Application](#) to the Port Security Department at Security@pobtx.com. TWIC escorting privileges are granted at the sole discretion of the POB for a period of time determined by the port.

The processing fee for a POB Escort TWIC is \$25 through company check or cashier's check, made out to The Port of Beaumont. The port reserves the right to deny granting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted.

222 Vehicle Access, Insurance Requirements

Persons permitted access to Port property must be prepared to furnish, upon request by authorized Port representatives, proof of identification and the following:

- (1) Liability insurance in the amount of \$5,000,000 combined single limit or \$250,000/\$500,000/\$100,000. For firms / individuals doing work, workers compensation to include U.S. Longshoremen and Harbor Workers (if working on or over water).
- (2) For firms / individuals doing work or providing services, general liability as follows:

Item	Coverage
General Aggregate	\$2,000,000.00
Products-Comp/Op Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (per fire)	\$50,000.00
Medical Expense (any one person)	\$5,000.00

225 Loading or Unloading

The service of loading/unloading cargo to/from railcars and trucks will be performed by Users holding a current Loading and Unloading License approved by the Port Authority (Loading and Unloading Operators).

The Port requires loading and unloading operators to schedule. in advance, all receipts and delivery of break bulk cargo by railcars or trucks in accordance with the Space Allocation Assignment provision. Loading and unloading operators will provide the Port Authority with the appropriate daily loading and unloading activity documentation including manifests, loading or discharge lists, rail or motor carrier freight bills and any pertinent documents for the purpose of audits to determine the accuracy of reports filed, or for obtaining necessary information for correct billing of Port charges and fees. Loading and unloading operators shall, by 10:00 AM the next day after the loading and unloading was performed, furnish the Port Authority with information on all cargo loaded or unloaded the previous day, along with any other information required for the accurate billing of cargo charges. Documentation on cargoes loaded or unloaded on Saturday, Sunday or holidays must be submitted to the Port Authority by 10:00 AM the following Monday or the first available work day after a holiday. Trucks that arrive without a scheduled time slot with their loading and unloading operator will be considered unscheduled and may not be serviced immediately.

230 Regular Working Hours

The regular working hours of the Port Authority are from 8:00 AM to 12:00 PM and from 1:00 PM to 5:00 PM Monday through Friday, holidays excepted, but Port Authority facilities are generally open for Users to conduct business 24 hours per day, seven days per week.

235 Quotations of Special Charges, Rules or Regulations

The Port Authority may quote special charges, rules, or regulations to government agencies or charitable organizations.

The Port Authority may also negotiate storage charges on volume break bulk shipments for time increments not to exceed one year. Any special rates or charges must be approved, in writing, by the Port Director.

240 Fire Protection

Smoking is prohibited on port facilities, except in designated areas.

The handling of explosives over port facilities requires advance notice and approval by appropriate regulatory agencies.

Storage and use of fuel for machines and equipment is permitted only as designated by the Port Director.

Prior to any welding, torch cutting, brazing, burning, heating, spark producing operations, or other hot work on vessels or on wharves at port facilities, a [Port Hot Work Permit](#) and “Marine Chemist Certificate for Hot

Work” must be submitted to the Port’s Facility Security Officer. All persons who will conduct hot work must obtain a copy of the Port’s Fire Watch Rules from the Port’s Facility Security Officer.

All persons supervising or conducting hot work must ensure the Port’s fire watch rules are followed.

245 Facility Service Fee

The Facility Service Fee shall be charged against all cargo moving over, onto, or under wharves or other facilities, except cargo that is considered transshipped.

246 High Cube Cargo

The Port Authority reserves the right to bill any cargo defined as High Cube Cargo on a measure (40 Cu.ft.) instead of a weight (2,000 Lbs.) basis.

250 Vessels to Vacate

The Port Authority may order any vessel to vacate any berth when the Port Authority deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the Port Authority's facilities, or the rights, property or safety of others, or would unreasonably interfere with the use of Port Authority's facilities by others.

255 Oily Wastes/Ships Waste Disposal

Under the provisions of annex I of the International Convention for the Prevention of Pollution (MARPOL 73/78) and the United States Coast Guard implementing regulations, Part 158 of Title 33 of Code of Federal Regulation (33 CFR 158), all terminals and ports which receive tankers or other oceangoing vessels of 400 gross tons or more must make provisions for adequate oily waste reception facilities.

The following firms are licensed to contract its services for the receipt of oily waste at the Port of Beaumont, and are subject to applicable regulations for the transfer of oil (33 CFR 154-156):

EcoWerks

6200 Procter St. Extension
Port Arthur, TX 77642
Telephone: 409/962-7469
Website: www.ecowerks.com

Under the provisions of Annex V of Marpol 73/78 Port reception facilities for ship's garbage on board vessels and separation of various kinds of waste are required.

Garbage is defined as "all kinds of victual domestic and operational waste, excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously and periodically." The rules require ports or terminals to ensure the availability of facilities to receive ships generated garbage.

The following firm is licensed to contract its services for the receipt of ships’ generated garbage and is subject to the applicable regulations for the collection and disposal of such wastes. (33 CFR Parts 1515, 155, and 158: 46 CFR part 25, USDA Title 7 CFR 330.400 and Title 9 CFR 94.5).

Triangle Marine Services

P.O. Box 8363
Lumberton, TX 77657
Telephone: (409) 679-4608

260 General Rules Applying to Machinery

All vessels, their owners, agents or stevedores, loading and unloading operators or other Users, using cranes or other equipment on the wharves are subject to the following conditions:

- (1) Application for use of Port Authority owned cranes/equipment shall be made in writing by User to the Director of Operations a minimum of eight (8) straight time hours in advance of the requested time of crane/equipment use. When crane/equipment and operators will be required for use on a Saturday, Sunday or holiday, advance notice shall be given to the Port no later than 4:00 PM on the preceding straight time day. No guarantees of equipment or operator availability are made without a written approval from the Director of Operations.
- (2) In instances when User cancels an approved order, the cost, if any, incurred by the Port Authority prior to the cancellation for making crane(s)/equipment and operators ready shall be billed to the User who made the application for use of crane(s)/equipment.
- (3) Order for crane(s)/equipment must be for a specific time and will be filled in the order received. Start times for cranes/equipment shall coincide with labor start times (7:00 AM, 8:00 AM, 10:00 AM 1:00 PM. or 7:00 PM) and shall end when crane(s)/equipment is returned back to the Port Authority. Charges for crane(s)/equipment shall begin at the time for which equipment was ordered and specified to be made ready for User's use and end when crane(s)/equipment is returned back to the Port Authority.
- (4) The Port Authority acts solely as the agent of the User in engaging operators of cranes and other equipment.
- (5) Cranes and other equipment are under the User's supervision and orders, and User accepts responsibility and liability for any damage or injury to property or persons caused by the operation, including damage to Port Authority property.
- (6) User agrees to hold harmless and fully indemnify the Port Authority from any liability from personal injuries or property damage occasioned by the operation, use or possession of cranes and equipment, except for the terminal's own negligence or liability under Texas law, if any, and/or 46 CFR 514. For limits of liability **see Item 175 (C)**.
- (7) User is required to show proof of adequate insurance protecting the operators of cranes and other equipment, the Port Authority and others from personal injury or property damage occasioned by the operation, use or possession of cranes and equipment.
- (8) The User will satisfy himself of the physical condition and capacity of cranes and other equipment and competency of the operators.
- (9) The Port Authority is not responsible for delays caused by breakdown of cranes or other equipment.
- (10) The Port Authority reserves the right to refuse to provide crane service or other equipment, or to terminate its use at any time.
- (11) Credit will be allowed for breakdowns occasioned by mechanical failure of Port Authority equipment when not due to misuse, abuse, overloading or carelessness of User. Credit will be

cumulative and allowed on the basis of actual time lost.

- (12) All limits of liability as shown in this and all other items are as shown in **Item 175 (C)**.
- (13) Use of privately owned cranes by stevedores requires prior approval by Port's Director of Operations.
- (14) Privately owned cranes working or otherwise remaining on Port Authority Property will be charged \$60.00 per crane per calendar day for each day or partial day of crane usage.

270 Free Time

Thirty (30) days in sheds and on open wharves.

Thirty (30) days on all-weather open lots for high-cube cargo. Thirty (30) days on all-weather open lots and off-wharf areas NOS. Free time begins immediately upon placement on Port facilities and each 24-hours, or part thereof, constitutes a day's time; weekends and holidays are not excluded.

NOTE: After expiration of free time, shed and wharf demurrage will be assessed at rates published in **Item 545**.

275 Dockage Rules

Dockage will be charged from the time a ship, boat or barge makes fast to the wharf until the vessel vacates the berth. Shifting from one berth to another will not interrupt the time. Port Authority reserves the right to measure any vessel and use that measurement as the basis for dockage.

Dockage will be charged for inland barges discharging or loading cargo directly to or from ship. For dockage charges, see **Items 550-551**.

280 Seafarers' Center

The Seafarers' Center is a nonprofit ecumenical organization providing recreational and cultural services and facilities without discrimination to seafarers of all countries. The schedule of fees and charges is shown in **Item 605**.

286 Shed Hire, Exceptions

Shed/wharf hire will not be charged:

- (1) Vessels not loading or discharging cargo
- (2) When cargo is loaded/discharged directly to/from ships or barges and cars or trucks or transshipped directly between vessels and or barges

288 Line Handling

The service of line handling for mooring, unmooring, and shifting of vessels (barges are excluded unless specifically requested) is performed by Sabine Ship Services, Inc.

Charges for these services are as shown in **Item 580**.

Vessel's agents must place an order with the Port at least two hours in advance and specify the time and wharf at which line handling is required. Orders may be cancelled up to two hours prior to the time at which

the service is required, or charges will be assessed.

The steamship owner or charterer is responsible for payment of all charges for line handling. Billing will be against the vessel, with invoices made available by Sabine Ship Services, Inc. for assessment and collection.

All charges not paid by the vessel, its owner or charterer will be billed to the steamship agent for the vessel.

292 Grain Wharf

The Port of Beaumont's grain elevator and grain dock are operated under lease by Louis Dreyfus Corporation, which is responsible for establishing and collecting all charges for dockage, wharfage, line handling, shifting, fresh water, equipment, etc., except that Port Security Surcharges shall be assessed against the vessel by the Port Authority in accordance with **Item 305**.

Berth applications and other communications are to be made directly to Louis Dreyfus Corporation Beaumont Elevator, 1745 Buford, Beaumont, TX 77701, (409) 838-6251.

294 Responsibility for Cleaning Facilities

Users of the wharves, transit sheds and other facilities of the port are held responsible for cleaning the property assigned to their use.

Stevedores, loading and unloading operators and other Users are expected to leave the wharves, sheds, and lots clean after using the facilities. Cleaning of wharves must be completed within 24 hours of completion of use or sooner if directed to do so by the Port Authority. Failure to do this work will result in the Port Authority performing this work, with the cost being charged to the responsible party at the rate of actual cost plus 20%.

Additionally, any User (including lessees) which has placed or left equipment in unauthorized areas (areas not approved by the Port Authority), shall be assessed charges at the rate of \$500.00 per day for each day said equipment remains in unauthorized area(s). Charges will commence 24 hours after notification to the responsible party that said equipment is in an unauthorized area and will continue until the equipment is removed. The Port Authority reserves the right to remove or relocate said equipment at actual cost plus 20%, in addition to the daily charge set forth above. The Port Authority does not assume any responsibility for the care of any equipment to which these charges apply.

295 Stevedore and Loading and Unloading Equipment

Stevedores, loading and unloading operators and other Users are responsible for cleaning up their work areas and keeping these areas in a safe, clean condition. If not practical to remove forklifts, cranes and other equipment daily, this equipment will be stored and maintained in an area designated by the Port Authority.

296 Responsibility for Charges and Payment

Wharfage, wharf demurrage, port security surcharges, facility service fees and loading and unloading are due from the shipper of the cargo, unless other prior arrangements are made with the Port Authority, and will be collected upon performance of these services.

All services rendered by the Port Authority for dockage, shed and wharf hire, charges for providing water and electricity, charges for equipment rental, cleaning wharves and sheds, terminal storage, security and special services will be charged to the vessel owner, charterer, or operator.

Submission of a Berth Request by the steamship agent for the vessel that incurs the charges constitutes

acceptance by the agent of all terms and conditions of this tariff and agreement to pay all charges against the vessel.

The Port Authority does not recognize the numerous shippers or consignees, and cannot attempt to collect or assist in collecting any Port invoices or bills which may be passed on to shippers or consignees by the vessel, its owner or agent. Such bills must be paid regardless of when the vessel, its owner and agent are reimbursed. Any errors in the bills will be rectified by the Port Authority.

All invoices are rendered in accordance with this tariff and are due upon presentation. Failure to pay within 30 days may, at the option of the Port Authority, result in the responsible party being placed on the delinquent list and/or assessed finance charges in accordance with Item 306. Any parties placed on the delinquent list may be denied further use of the Port Authority facilities until all outstanding charges have been paid.

The Port Authority reserves the right to estimate and collect, in advance, all charges which may accrue against vessels, their owners or agents, or other Users of the facilities, or against cargo loaded or discharged by such vessels or other Users of the facilities, whose credit has not been properly established with the Port Authority. Use of the facilities may be denied unless such advance payments or deposits are made.

Presentation of bills to owners or agents of vessels or to stevedores or loading and unloading operators is executed as a matter of accommodation and convenience, and shall not constitute a waiver of the liens for charges furnished a vessel or shipper.

297 Removal of Abandoned/Objectionable Cargo

The Port Authority reserves the right to move abandoned cargo and dispose of same after due notice, as well as remove freight or other material, which, in its judgment, is likely to damage other property. Removal and disposal of such cargo will be at the risk and expense of the owner.

298 Minimum Charge

The minimum invoice for any service or charge rendered by the Port of Beaumont is \$50.00.

299 Storage

The rates published by the Port of Beaumont do not include storing or warehousing any cargo. The Port will not permit cargo to remain on its premises for an unlimited time regardless of such rates and charges published herein. When, in the judgment of the Port, space is not available for cargo to remain on its premises after the expiration of free time, the Port reserves the right to remove part or all of such cargo to any part of its facilities, or to send such cargo to a private or public warehouse at risk and expense of the cargo owner. The Port reserves the right to take and retain possession of all cargo until charges are paid in full, and also reserves the right to sell cargo for unpaid terminal charges according to law. The Port is not liable or responsible for any direct or consequential damages to cargo resulting from exercising its rights under this provision.

The Port is not liable or responsible for any direct or consequential damages to goods stored on its premises.

300 Outdoor Storage

The Port of Beaumont reserves the right to determine if cargo is suitable for placement in outdoor open wharves or cargo lots, and will exercise the right when it is determined that this can be accomplished without damage or harm to the cargo and it is determined that space in covered transit sheds is not available. Normal free time for open wharves and lots (**see Item 270**) will be applied to cargo(es) handled. The Port

will endeavor to notify cargo owner(s) prior to placement in open areas. The Port is not liable or responsible for any direct or consequential damages to cargo resulting from exercising its right under this provision.

Section 3-Rates & Charges

Rates included herein are expressed in U.S. dollars per short ton of 2,000 lbs., unless otherwise specified.

305 Port Security Surcharge

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

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

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

SHIPS and BARGES	10.11 % of total dockage assessed per port call
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CARGO (to be billed to the party paying the wharfage):

Item	Cost
Break Bulk, per ton*	\$0.21
Dry Bulk, per ton*	\$0.048
Liquid Bulk, per ton *	\$0.048
Containers, per box*	\$4.47
Vehicles, per vehicle*	\$1.00
Passengers, per passenger *	\$1.00

Users of Port of Beaumont services or facilities who withhold, refuse or otherwise fail to pay properly assessed security surcharges, shall be subject to all the collection terms and procedures contained in **Item 296** of this tariff. In addition, at the sole discretion of the Port of Beaumont, such Users may be denied service or required to deposit estimated port charges in advance of using port authority facilities or receiving services.

306 Finance Charge

All invoices issued by the Port of Beaumont are due and payable upon presentation to vessels, their owners or agents, or any firms, persons or corporations using facilities under the operation of the Port of Beaumont.

Any invoice issued by the Port of Beaumont, which is unpaid thirty (30) days from the date the invoice is issued, shall be deemed to be delinquent.

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Any invoices that are or become delinquent on or after thirty (30) days from the effective date of this amendment will be assessed an interest charge of twelve (12%) percent per annum of the amount of the invoice and shall be due and owing from the date of delinquency until paid. Such interest charges shall be calculated on a per annum basis of three hundred sixty five (365) days.

Additionally, should it become necessary for the Port of Beaumont to file suit to collect any delinquent invoices or to enforce any provision of this tariff, the party obligated herein to pay such invoices under this section, or the party against whom enforcement of the tariff is sought, consents to such suit being filed in the appropriate Judicial District Court, in Jefferson County, Texas, and further the party not prevailing shall be obligated to pay reasonable attorney fees incurred by the prevailing party.

310 Automobiles and Trucks, etc.

Item	Wharfage
POVs driven-on/off	\$2.95

315 All Bagged Commodities for Human Consumption

Item	Wharfage
Bagged Agricultural Goods	\$1.95

340 Commodities Not Otherwise Shown

Item	Wharfage
Commodities N.O.S.	\$3.40

345 Construction Equipment, Machinery, Parts & Related Components

Item	Wharfage
Mining and roadbuilding machinery, parts and related components, backhoes, bulldozers, construction (off highway) dump trucks, crawler cranes, crawler tractors, front-end loaders, mining dump trucks, truck and crawler drilling units, wheeled scrapers, parts and components	\$3.00

347 Containers per Unit

Item	Wharfage
Containers	\$47.00

370 Forest Products

Item	Wharfage
Lumber, plywood, veneers, harboards,particle board, matts, linerboard, paper products, poles and other forest products	\$1.95
Tissue paper and other high cube forest products	\$2.75

Woodpulp		\$1.60
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375 Metal Articles, viz

Item		Wharfage
Billets, ingots, slabs, coils, rail, rebar and other metal articles		\$1.80
Pipe		\$2.30
Structural steel N.O. S.		\$2.30

380 Military Vehicles and Ordnance only, viz

Unless otherwise specified, these rates apply only to cargo under the jurisdiction of the 842nd Transportation Battalion, U.S. Army Surface Deployment and Distribution Command. For rates on other military cargo, see **Item 385**.

Item		Wharfage
Military tracked and wheeled vehicles, containers, chasis, construction vehicles and watercraft and other military cargoes		\$2.10
Military Aircraft		\$2.10

385 Military Cargo, Other than Cargo Under the Jurisdiction of the 842nd Transportation Battalion, U.S. Army Surface Deployment Command

Item		Wharfage
Military tracked and wheeled vehicles, containers, chasis, construction vehicles and watercraft and other military cargoes		\$3.15
Military Aircraft		\$3.15

451 Project Cargo

Item		Wharfage W/M
Project cargo per W/M		\$2.80

470 Wind Turbine Equipment, Parts and Related Components

Item	Wharfage weight ton	Wharfage measurement ton
Wind turbine nacelles, tower sections, blades hubs and other wind turbine components	\$3.15	\$2.50

- (1) Tariff demurrage and free time rules for wind energy equipment do not apply. Contact Port staff for quotation.
- (2) Wharfage on wind turbine components shall be charged either by weight tons (2000 lbs. or measurement ton (40 cubic feet), whichever is greater.

475 Liquid & Dry Bulk

Item		Wharfage
Transferred directly between barges and ships per ton		\$0.85
Liquid bulk N.O.S.		\$1.50
Dry bulk N.O.S.		\$1.50

Section 4 –Miscellaneous Charges

505 Stevedore Fees

Item	Franchise Fee	Annual Fee
Bulk & general cargo	\$7,500.00	\$2,000.00
Bulk cargo only (Dry Bulk)	\$2,500.00	\$1,000.00
Liquid Bulk	\$2,500.00	\$1,000.00

506 Loading and Unloading License Fees

Item	License Fee	Annual Fee
Loading and Unloading	\$7,500.00	\$2,000.00

510 Miscellaneous

Unless otherwise specifically provided in this tariff, services of a miscellaneous nature may be performed by the Port Authority. subject to a minimum charge of \$100.00 for each service, or at a flat rate price agreed to by both parties. Such services will include, but are not limited to, cleaning of transportation equipment and railcars, disposal of debris, repairs to facilities and equipment, removal of or relocation of fences, posts and other obstructions to facilitate the movement of cargo, and the procurement of supplies and services for third parties.

520 Port Authority Equipment – Cranes

Item	Standard Time	Over Time
Crawler crane, 130-ton, per hour	\$525.00	\$575.00
Truck crane, 200-ton, per hour	\$525.00	\$575.00
Mobile harbor crane, per hour	\$800.00	\$850.00
Taylor Lift Machine, 40-ton, per hour	\$315.00	\$315.00

NOTE:

- 1) Cranes: minimum charge two (2) hours during regular straight time Monday-Friday, 8:00 a.m. to 5:00 p.m. Minimum charge four (4) hours during nights, weekends and holidays.
- 2) Rates quoted include fuel and operator(s) and are based on crane's standard "as is" configuration (truck crane-120 foot boom and 100-ton block). Charge for re-rigging crane to alternate boom configuration, and returning to standard configuration, if required, will be billed to party ordering crane.
- 3) Charge for re-rigging crane: \$4,000.00

- 4) When Port cranes are available and not used, and privately-owned cranes are used without express permission from the Port's Director of Operations, the above charges will apply (**see Item 260**).
- 5) Taylor Lift Machine price includes fuel. Note: minimum two hours notice required for re-rigging.

EFFECTIVE DATE: July 1, 2019

522 Facility Service Fee

Charged against all cargo	\$0.60
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NOTE: The Facility Service Fee shall be charged against all cargo moving over, onto, or under wharves or other facilities, except cargo that is considered transshipped or cargo that is shipped between vessels (ships and/or barges) within Free Time (**see Item 245**).

525 Office Space

The Port Authority will provide office space, when available, for the use of stevedores or other parties to support cargo operations. The daily rate for the use of stevedore offices is \$85.00 per day. Other rates and terms are available on request. User is responsible for utilities, furnishings, maintenance, cleaning, telephone, etc. Users of stevedore offices are responsible for all long distance telephone calls, for damages, and for picking up and returning office keys and telephones.

540 Electricity

Item	Cost
Installation, straight time	\$60.00
Installation, overtime	\$70.00
Per kilowatt hour	\$0.80
Minimum charge, straight time	\$60.00
Minimum charge, overtime	\$70.00

545 Shed, Wharf and Open Wharf Demurrage

NOTE: After expiration of free time (**see Item 270**)

Item	Cost
Cargo in transit shed, per ton, per day	\$0.31
Cargo on open wharves and all weather open lots, per ton, per day	\$0.21
High-cube cargo, in transit sheds per ton per day	\$0.93
High-cube cargo, on wharves or all weather open lots, per ton, per day	\$0.62

550 Dockage Charges

Dockage for all ships, barges and watercraft, except as otherwise provided, will be charged on the length overall (L.O.A.) in feet shown in Lloyd's Register of Shipping, and will be on the following basis:

Length in overall feet	Rate (per foot per 24-hour day)
0 - 199	\$3.25
200-399	\$4.30
400-499	\$6.05
500-599	\$7.90

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600-699	\$9.00
700-799	\$11.60
800-899	\$14.00
900 & over	\$16.75

NOTE: Rates pursuant to Gulf Seaports Marine Terminal Conference

- 1) Dockage for ships loading bulk grain at the port's grain elevator will be assessed by Louis Dreyfus Corporation.
- 2) Minimum charge: \$300.00 per day barges (see Item 551).

551 Dockage Charges - Non Self-Propelled Inland Waterway Barges

Length overall in feet	Rate per 24-hour day
75 feet and under	\$185.00
76-200 feet	\$290.00
201 feet and over	\$400.00

555 Dockage Exceptions

Dockage for vessels waiting due to unavailability of berth or cargo, idle vessels or vessels undergoing repair will be charged at the rate of 75% of full Tariff rate (layberth rate)

- (1) Day 1 thru day 10 will be assessed at 75% of full tariff rate.

NOTE: This exception will be granted at the request of the vessel agent, owner charterer or operator and must be approved in advance of the vessel's sailing, by the Port's Director of Operations.

570 Wharf Hire

Wharf hire will be based on the quantity of cargo loaded or discharged at each berth as follows:

Item	Cost
Under 1,000 tons	\$575.00
1,001 - 5,000 tons	\$1,030.00
5,001 - 10,000 tons	\$1,650.00
10,001 - 20,000 tons	\$2,265.00
Over 20,000 tons	\$2,575.00

NOTE: See also Item 296

575 Water Service

Item	Cost
Installation, straight time	\$85.00
Installation, overtime	\$135.00
Per 1,000 gallons	\$7.20
Minimum charge, straight time	\$85.00
Minimum charge, overtime	\$135.00

580 Line Handling Charges Mooring/Unmooring, Per Service

Item	Straight time	Overtime
Line handling mooring/unmooring, per		

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hour	\$285.00	\$426.00
Charges for standby time beyond first hour, per hour	\$178.00	\$250.00
Shifting between berths, per hour	\$170.00	\$240.00

NOTE:

- (1) Standby time - One hour is allowed beyond specific time for which line handlers are ordered.
- (2) Vessels shifting more than 500 feet to an adjoining dock requiring mooring lines to be carried down the dock will be charged an additional \$90.00.
- (3) There will be an additional charge of \$8.00 for each cable (wire rope) handled at mooring, unmooring, and shifting.
- (4) Penalty: All vessels, their owners or agents, are responsible for payment of charges for line handling within 30 days after invoice date.
- (5) After 30 days, a 1.5% penalty charge will be assessed on the total invoice amount. Failure to pay total after 90 days will result in loss of credit.

Line Handling Charges Orange County Facilities:

Regular line handling charges will apply at Orange County Dock 1 (OC1), provided line boat is not required.

NOTE:

- (1) Requirement for a line boat must be given when order is placed.
- (2) If line boat is required, the following charges will apply:

Item	Straight time	Overtime
Line handling mooring/unmooring, per hour	\$930.00	\$1,165.00
Charges for standby time beyond first hour, per hour	\$250.00	\$250.00

595 Overtime

Work performed on overtime will be billed at 150% of regular charges, plus appropriate labor guarantees.

Double time will be charged for work performed during meal hours: 12:00 noon to 1:00 PM, 6:00 to 7:00 PM, 12:00 midnight to 1:00 AM, and 6:00 AM to 7:00 AM, on the basis of 200% of regular charges, plus appropriate guarantees.

600 Use of Areas in Transit Sheds

Areas inside the transit sheds will be assigned, on a space-available basis, by the Director of Operations. The charge for the use of this space will be \$1.50 per square foot per month.

605 Seafarers' Center of Beaumont

The owner, operator or charterer of all ships using the facilities of the Port of Beaumont will be assessed a fee of \$125.00 per ship call to cover charges for the services of the Seafarers' Center of Beaumont.

610 Land Rental

Subject to availability and Port Director's approval, land may be leased on a short term basis. Call for rates and availability.

630 Facilities Cleaning

(See Item 294)

Item	Cost
0 tons and under 2,500 tons	\$850.00
2,500 tons and under 5,000 tons	\$1,005.00
5,000 tons and under 7,500 tons	\$1,220.00
7,500 tons and under 10,000 tons	\$1,270.00
10,000 tons and under 15,000 tons	\$1,440.00
15,000 tons and under 20,000 tons	\$2,120.00
20,000 tons and under 25,000 tons	\$2,810.00
25,000 tons and over	\$4,240.00
LASH/River barge, each	\$265.00
Ocean-going barges towed or pushed by ocean tugs, each	\$470.00

NOTE: If, in the opinion of the Director of Operations, facilities require cleaning beyond ordinary means, or excessive use of the equipment for disposal, cleaning will be charged at the rate of actual cost plus 20%.