

*Effective October 1, 2023*

**RULE 1: SCOPE**

This Schedule, and all of its terms and conditions, shall be binding upon all users of marine terminal facilities (see Rule 34-3.17) operated by the Participating Terminal Operators (see Rule 34-1) and upon all persons or entities who engage or receive the services described hereunder from any Participating Terminal Operator, regardless of whether such user, person, or entity had actual notice of the Schedule or its terms and conditions prior to its use of such facilities or its engagement or receipt of such services. The rates and terms of the current Maryland Port Administration (“MPA”) Schedule are incorporated herein by reference as if fully set forth herein, including, but not limited to, the MPA Schedule’s terms related to dockage, wharfage, fresh water, electricity, miscellaneous services, and crane/equipment services. In the event of any conflict between a term or condition of this Schedule, including the incorporated MPA Schedule terms, and a term or condition of a written agreement between one or more Participating Terminal Operators and one or more user(s) of the facilities or services covered by this Schedule, the terms of the written agreement shall govern. Otherwise, any terms of this Schedule not inconsistent with such a writing shall be deemed incorporated by reference therein.

**RULE 2: APPLICATION OF RATES AND CHARGES**

Not Applicable.

**RULE 3: RATE APPLICABILITY RULE**

Not Applicable.

**RULE 4: HEAVY LIFT**

Not Applicable.

**RULE 5: EXTRA LENGTH**

Not Applicable.

**RULE 6: MINIMUM BILL OF LADING CHARGE**

Not Applicable.

**RULE 7: PAYMENT OF FREIGHT CHARGES**

Not Applicable.

**RULE 8: BILL(s) OF LADING**

Not Applicable.

**RULE 9: FREIGHT FORWARDER COMPENSATION**

Not Applicable.

**RULE 10: SURCHARGES AND ARBITRARIES**

Not Applicable.

**RULE 11: MINIMUM QUANTITY RATES**

Not Applicable.

**RULE 12: AD VALOREM RATES**

Not Applicable.

**RULE 13: TRANSSHIPMENT**

Not Applicable.

**RULE 14: CO-LOADING IN FOREIGN COMMERCE**

Not Applicable.

**RULE 15: OPEN RATES IN FOREIGN COMMERCE**

Not Applicable.

**RULE 16: HAZARDOUS CARGO**

Not Applicable.

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- RULE 17: GREEN SALTED HIDES IN FOREIGN COMMERCE  
Not Applicable.
- RULE 18: RETURNED CARGO IN FOREIGN COMMERCE  
Not Applicable.
- RULE 19: SHIPPERS REQUESTS IN FOREIGN COMMERCE  
Not Applicable.
- RULE 20: OVERCHARGE CLAIMS  
Not Applicable.
- RULE 21: USE OF CARRIER EQUIPMENT  
Not Applicable.
- RULE 22: AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE  
Not Applicable.
- RULE 23: CARRIER TERMINAL RULES AND CHARGES  
Not Applicable
- RULE 24: NVOCC's IN FOREIGN COMMERCE: BONDS AND AGENTS  
Not Applicable.
- RULE 25: CERTIFICATION OF SHIPPER STATUS-IN FOREIGN COMMERCE  
Not Applicable.
- RULE 26: TIME/VOLUME RATES IN FOREIGN COMMERCE  
Not Applicable.
- RULE 27: LOYALTY CONTRACTS IN FOREIGN COMMERCE  
Not Applicable.
- RULE 28: DEFINITIONS  
Not Applicable.
- RULE 29: SYMBOLS  
Not Applicable.
- RULE 30: ACCESS TO TARIFF INFORMATION  
Not Applicable.
- RULE 31: SEASONAL DISCONTINUANCE  
Not Applicable.
- RULE 32: RESERVED  
Reserved
- RULE 33: PROJECT RATES  
Not Applicable.

## **RULE 34: TERMINAL SCHEDULE**

Please refer to the following Sub Rules 34.1 to 34.8 for the Baltimore Marine Terminal Association's rates, rules, and charges. This electronically published Schedule will replace and cancel the Baltimore Marine Terminal Association's paper schedule FMC-T No. 10 effective April 1, 1994, when this electronic Schedule becomes effective.

### **RULE 34-1: PARTICIPATING TERMINAL OPERATORS**

The following terminal operators are participants in this schedule:

Ports America Baltimore, Inc. 2400 Broening Highway, Suite 105 Baltimore, Maryland 21224 Tel. (410) 631-7430 FAX: (410) 631-7425	Mid-Atlantic Terminals LLC 2700 Broening Highway, Building 602 A Baltimore, Maryland 21222 Tel. 410-631-5495 FAX: 410-282-2321
Ceres Marine Terminals, Inc. 2908 Childs Street, 2 <sup>nd</sup> Floor Baltimore, Maryland 21228 Tel: (443) 874-7700 Fax: (443) 874-8583	Ports America Chesapeake, LLC 2400 Broening Highway, Suite 105 Baltimore, Maryland 21224 Tel: (410) 631-7430 FAX: (410) 631-7425
BalTerm, LLC 2001 East McComas Street Baltimore, Maryland 21230 Tel: (410) 752-9981 Fax: (410) 752-9985	

**RULE 34-2: LIABILITY**

1. Subject to the provisions of paragraph (2) below, the Terminal Operator assumes no liability for loss or damage to freight or cargo handled or transshipped through a Terminal, except cargo in storage after the expiration of the free time period, upon which storage charges have been assessed. The responsibility for loss or damage to cargo in storage shall not include loss generally covered by insurance such as fire, heating, frost, freezing, leakage, evaporation, natural shrinkage, wasting or decay, animals, insects, or leakage or discharge from fire protection or the elements.
  
2. The Terminal Operator shall be liable only for loss or damage to freight or cargo resulting from its own failure to exercise due and proper care in performing the services and affording the facilities provided for herein. The Terminal Operator shall have no liability for loss or damage to cargo to the extent that the same is caused by the inherent vice of the cargo or the insufficiency of packaging of or marks on the cargo, and for purposes of the foregoing, pleasure boat cargo taken out of the water by the Terminal Operator at the request of the cargo interests shall be deemed cargo which is insufficiently packaged and/or marked. In no case shall the Terminal Operator be liable for a sum in excess of \$500 per package, or \$500 per customary freight unit for non-packaged freight or cargo, including, but not limited to, damage caused by environmental pollutants, unless the shipper, consignee, trucker, railroad, inland carrier, or other customer or their representative(s), prior to the commencement of such services or use of such facilities, declares a higher value for such freight or cargo in writing AND pays to the Terminal Operator, 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 unit. In the event of a higher value being declared in writing AND the payment of the one percent (1%) premium, the liability of the Terminal Operator, if any, for damage resulting from its own failure to exercise due and proper care 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

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any container, van, trailer, pallet, or other types of cargo unitization whatsoever. 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 the Terminal Operator be liable for more than the loss or damage actually sustained. The Terminal Operator shall not be liable for any consequential damages, incidental damages, or special damages in the event of any loss or damage to freight, cargo or any other item of personal property in connection with its performance of services or furnishing of facilities hereunder, and it shall have the option, at its sole discretion, of replacing any lost freight, cargo, or other property and/or replacing or repairing any damaged freight, cargo, or other property.

3. The Terminal Operator will not be liable for any delay, loss, or damage arising from strikes, boycotts, picketing, or work stoppages of any persons in its employ or in the service of others nor for any causes arising therefrom, nor any causes unavoidable or beyond its control, including, but not limited to, Acts of God, acts or states of war or terrorism, or regulations or orders by any court or governmental authority. The Terminal Operator accepts no responsibility for damages or accidents occurring when its equipment and/or operators or employees are furnished to perform work for others, except that caused by the Terminal Operator's own negligence.
4. All parties using berths, wharves, transit sheds, cranes, mechanical equipment, or other facilities of the Terminal Operator ("Users") shall be responsible and liable to the Terminal Operator 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 the Terminal Operator's own negligence. Unless and to the extent caused by the Terminal Operator's own negligence, all such Users shall indemnify, defend, and save harmless the Terminal Operator from and against any and all losses, claims, demands, or suits for damages, including death and personal injury, and including court costs and attorney's fees, incidental to or resulting from the operations, acts, or omissions of the Users in connection with the equipment or facilities the described above.
5. In any event, the Terminal Operator 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 the Terminal Operator 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 the Terminal Operator within the specified one-year period.
6. The Participating Terminal Operators are not Intermodal equipment providers, notwithstanding the fact that one or more of them may perform certain limited inspections of chassis at the request of customers. Users of Terminal Operator facilities and/or services acknowledge and agree that, in performing such limited inspections, the participating Terminal Operators are not performing the maintenance or inspection of intermodal chassis as required by law and/or Federal Motor Carrier Safety Administration rules and regulations (including, but not limited to, 49 CFR Parts 385, 386, 390, et al.) ("FMCSA intermodal chassis regulations"). Users of Terminal Operator facilities and/or services acknowledge that the Parties other than the Participating Terminal Operators who own, lease, or operate such chassis have the sole responsibility for the maintenance and inspection of those chassis and agree that Participating

Terminal Operators have no duty to fulfill any other obligations of an intermodal equipment provider (IEP) under the FMCSA intermodal chassis regulations. Users of Terminal Operator facilities and/or services agree to indemnify and hold harmless the Participating Terminal Operators, and their agents and employees, from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the Participating Terminal Operators and their agents or employees may be subjected relating to any chassis owned, leased, or operated by a Terminal Operator User, or by a third-party employing the Terminal Operator User, arising from an alleged failure to comply with the FMCSA intermodal chassis regulations.

7. Oil Spills and Other Pollution Incidents: All users of Terminal Operator facilities and/or services shall be responsible and liable to the Terminal Operator and shall indemnify and hold harmless the Terminal Operator for any and all losses, costs, or damages incurred as a result of oil spills from cargo or other pollution incidents caused by terminal users or their cargo, including but not limited to clean-up costs, costs of preventing subsequent discharges, and government-imposed fines and penalties, except to the extent that such losses, costs, or damages are caused by the negligence of the Terminal Operator. In the event of a pollution incident described hereunder, the Terminal Operator, in its sole discretion, may either permit the facility or service user to undertake clean-up efforts, or the Terminal Operator may undertake such clean-up efforts itself, or the Terminal Operator may engage the services of a third-party vendor to perform such clean-up. In the event that the Terminal Operator chooses to perform pollution clean-up services itself, charges for such clean-up costs will be imposed upon the responsible facility or service user(s) at the current labor and drayage rates in this Schedule, and clean-up materials will be charged at cost plus a 20% administrative fee. In the event that the Terminal Operator engages the services of a third-party vendor to perform pollution clean-up services, charges for such clean-up costs will be imposed upon the responsible facility or service user(s) at the cost of the third-party vendor plus a 20% administrative fee.
8. Ro-Ro Cargo: All parties tendering ro-ro cargo to the Terminal Operator warrant that such cargo is driveable and safe to operate, and such parties shall be responsible and liable to the Terminal Operator and shall indemnify and hold harmless the Terminal Operator for any and all losses, costs, or damages (including personal injuries or deaths) incurred as a result of the tender of an undriveable or unsafe piece of ro-ro cargo to the Terminal Operator, except to the extent caused by negligence of the Terminal Operator.

### **RULE 34-3: GENERAL RULES-REGULATIONS-DEFINITIONS**

1. Abandoned Cargo:

Whenever the term "Abandoned Cargo" is used in this Schedule, it shall mean cargo that remains on the Terminal for more than 60 days following the discharge from a vessel or following other tender to the Terminal Operator, in the absence of a written storage agreement. The Terminal Operator, in its sole discretion, shall have the option of selling or otherwise disposing of Abandoned Cargo on the Terminal premises as permitted by Federal or Maryland law.

2. Application of Rates:

The rates, charges, rules, and regulations named in this Schedule for services and facilities shall be applicable on and after the effective date of this Schedule or the effective date of supplements thereto, or reissues thereof.

3. Baltimore Marine Terminal Association:

Where the term Association is used in this Schedule, it shall be held to mean the Baltimore Marine Terminal Association. The Association is not a common carrier or public utility and is the sole interpreter of its Schedule. At no time is any user of Terminal property or facilities hereunder to be deemed a borrowed servant of the Association or of any Terminal Operator member of the Association.

4. Dangerous and Hazardous Cargoes:

Shippers of dangerous articles must present permits from proper authorities and receive permission from Terminal Operator, before such articles shall be received on or transferred at Terminal.

5. Delivery Instructions:

In the absence of any delivery instructions before discharge of a vessel is started, the freight will be handled to open top cars and/or pier at the discretion of the Terminal Operator, and any expenses incidental to final delivery will be for the account of the receiver.

6. Insurance:

The charges provided herein do not include insurance of any character. All parties using the facilities of the Terminal Operator, by such use, warrant to the Terminal Operator that said parties carry sufficient amounts of general liability, public liability, vehicle liability, and worker's compensation insurance to cover their activities at the Terminal Operator's facilities.

7. Inspection of Cargo:

The Terminal Operator may enter upon and inspect any vessel in berth at its Terminal to ascertain the kind and quantity of merchandise or cargo thereon and no person or persons shall hinder, molest, or refuse entrance upon such vessel for the purpose specified.

8. Legal Holidays Defined:

The term "Legal Holiday" means the following:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- March 17 (Gleason's Birthday)

Good Friday  
Decoration Day  
Juneteenth  
Fourth of July  
Labor Day  
Defender's Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve Day  
Presidential and Congressional elections and any other National or State holidays created by Executive Authority

9. Manifests of Cargo:

The Master of any vessel docked at a Terminal shall, upon demand, before departure of said vessel, exhibit the enrollment or license of such vessel showing tonnage and furnish a copy of the manifest of cargo discharges. Manifests or summaries of all outbound cargo received at a Terminal for loading shall be furnished to the Terminal Operator by the vessel's owners or agents prior to sailing. The right is reserved to audit all manifests and use such audits as a basis for charges.

10. Payment of Charges:

- A. Charges of the Terminal Operator shall become due and payable upon presentation of invoice, except as hereinafter specified.
- B. Any party or business entity doing business under this Schedule may apply for credit. Credit, which is extended at the discretion of the Terminal Operator, requires payment within 30 days of the invoice date.
- C. Failure to pay credit accounts within 30 days of the invoice date shall result in cancellation of credit privileges and the reestablishment of cash terms.
- D. In addition to any other rights recognized by law, the right is reserved by the Terminal Operator to withhold delivery of any goods, on which terminal charges published in this Schedule are due and payable, until such time as these charges are paid in full.
- E. The Terminal Operator reserves the rights to deny to anyone the use of any Terminal until all past due accounts are paid.
- F. Any invoices that are not paid within 30 days of invoice date shall accrue interest at the rate of 1% per month from the date of invoice. All returned checks shall be subject to a \$50.00 per check surcharge.

11. Point of Rest:

An area on the Terminal premises where cargo ordinarily would be deposited when received, subject to noninterference with terminal operations; The actual point at which the cargo is placed.

12. Removal of Refuse Materials:

Rubbish, refuse, or other materials must be removed from the transit shed, apron, or other areas within the confines of a Terminal by the person or persons placing it there, upon demand; otherwise, it will be removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard from vessels or wharves.

13. Removal of Objectionable Cargo:

The Terminal Operator reserves the right to move freight or other material which in its judgement is likely to damage other property to another location, at the risk and expense of the owner.

14. Shipper's Requests and Complaints:

Shipper's requests and complaints shall be promptly and fairly considered by the Association provided that they are submitted in writing to the Association at the address listed below:

BMTA  
2400 Browning Hwy Ste. 105  
Baltimore, MD. 21224

15. Smoking and Open Flames on Premises:

No person shall smoke or light any matches or use or carry any open flame or lighted lantern in transit sheds, warehouses, or open areas adjacent thereto or in the open storage yards or roadways.

16. Symbols Used in the Schedule:

SYMBOL	EXPLANATION
(A)	Increase
(C)	Change in wording which results in neither Increase nor Reduction
(E)	Expiration
(I)	New or Initial Matter
(R)	Reduction
(S)	Special Case Matter
(W)	Same Day Withdrawal of Erroneous Data
X	Times (Measurement to Weight Ratio Factor)
%	Percent
'	Foot (Feet)



"	Inch (es)
&	And
\$	Dollar(s)
/	or (Per)

17. Terminal and Facility:

- A. Whenever the term "Terminal" or "Terminals" is used in this Schedule, it should be held to mean the Terminals, and/or, where applicable, any other facilities operated by the members of the Association.
- B. Whenever the term "Facility" or "Facilities" is used in this Schedule, it should be held to mean one or more of the following:

- Childs Street (Pier 4)
- Clinton Street (Pier 1)
- Cox Creek
- Dundalk Marine Terminal
- Fairfield Automobile Terminal
- Hawkins Point
- Locust Point Marine Terminal – North
- Locust Point Marine Terminal – South
- Masonville Marine Terminal
- Seagirt Marine Terminal
- Near-Terminal or Off-Terminal Container and/or Chassis Depots

18. Terminal Not A Public Thoroughfare:

The Terminal property is not a public thoroughfare, and all persons and vehicles entering thereon 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, 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 and shall display such identification to the Terminal Operator upon request.

19. Ton:

When the word "Ton" is used in this Schedule, it should be held to mean 2,000 pounds unless otherwise specified. When the term "measurement ton" is used in this Schedule, it should be held to mean 40 cubic feet.

20. Vessel:

When the term "vessel" is used in this Schedule, it shall be held to mean floating craft of every description.

21. Cargo:

Whenever the word "cargo" is used in this Schedule, unless otherwise indicated, it includes, but is not limited to, the following commodities: bulk cargo, breakbulk cargo, ro-ro cargo, containerized cargo, forest products, recycled metalscrap, new assembled motor vehicles, and paper waste.

22. Hazardous Cargo:

The following data is required for the delivering of hazardous cargoes to the Terminals in the Baltimore area.

- A. Complete shipper's name and address and, where possible, telephone numbers for emergencies.
- B. Carrier 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. Labels required.
- 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 THE DEPARTMENT OF TRANSPORTATION.  
This is to be accompanied by a legible signature of the person certifying.
- I. Properly documented special instructions, exceptions, or exemption information, if required.

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

23. Dock Receipts:

No cargo shall be received for export unless accompanied by a fully and accurately prepared dock receipt, either in hard copy paper form or in an approved electronic form, containing the following information:

- A. Shipper/Exporter.
- B. Export references.
- C. Forwarding agent-references.
- D. Point and country of origin.
- E. Domestic routing/export instructions.
- F. Pier.
- G. Exporting carrier (Vessel).
- H. Port of discharge.
- I. For transshipment to.
- J. All marks and numbers.
- K. Number of packages.
- L. All descriptions of packages and goods.
- M. All gross weights.
- N. All measurements.

24. Delivery Orders:

Every motor carrier entering a Terminal facility shall be in possession of the proper shipping documents. No cargo shall be delivered from a Terminal property unless pursuant to a proper delivery order either in hard copy paper form or in an electronic form approved by the Terminal Operator.

In cases where import cargo requires U.S. Customs or USDA inspection prior to release from the Terminal, exit gate passes will be withheld from the carrier by the Terminal Operator until the Customs/USDA requirements are met.

Proper delivery orders should contain the following information:

- A. Vessel name/voyage number
- B. Ocean bill of lading number
- C. Port of discharge
- D. Number of packages and/or container number
- E. Cargo weight
- F. Delivery (pick-up) carrier
- G. Cargo destination (city and state)
- H. Customs entry number
- I. Marks and numbers (if applicable)
- J. Parties responsible for any terminal service billing.

25. Schedule Automation:

The Association is committed to achieving automation and a paperless environment in information exchange and invoicing, wherever possible.

26. Terminal services includes, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, usage, wharfage, and wharf demurrage, as defined in this section.

A. "Checking" means the service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

B. "Dockage" means the charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure or bank, or for mooring to a vessel so berthed.

C. "Free Time" means the period specified in the Terminal Schedule during which cargo may occupy space assigned to it on Terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

D. "Handling" means 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.

E. "Heavy lift" means the service of providing heavy lift cranes and equipment for lifting cargo.

F. "Loading and unloading" means the service of loading or unloading cargo between any place on the Terminal and railroad cars, trucks, lighters, or barges or any other means of conveyance to or from the Terminal facility.

G. Rolling or Rolled Cargo: Whenever the term "Rolling Cargo" or "Rolled Cargo" is used in this Schedule, it shall mean containers or other cargo that is received against a booking number for a particular vessel but is not loaded on that vessel and is subsequently re-booked under a different booking number on a later vessel.

H. "Terminal storage" means the service of providing warehouse or other Terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage.

I. "Usage" means the use of a Terminal facility by rail carrier, lighter operator, trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter, or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

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

K. "Wharf demurrage" means a charge assessed against cargo remaining in or on Terminal facilities after the expiration of free time, unless arrangements have been made for storage.

#### 27. Vessels to Vacate:

The Terminal Operator may order any vessel to vacate any berth when the Terminal Operator deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the facility, or the rights or property or safety of others, or would unreasonably interfere with the use of the facility by others. Such situations include, but are not limited to, the following: when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel a threat to the vessel and/or the facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other rules represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.

The Terminal Operator shall provide written notice (electronic notification, facsimile transmission, etc.) to the steamship line or the ship's agent advising of the requirement to vacate. The notice shall state the time that the berth must be vacated and shall be presented at least three hours prior to said time.

If a vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense + 15% which may be incurred by the Terminal Operator or others as a result of such failure to vacate. The Terminal Operator shall have the option, but not the duty, of moving the vessel to another location at the risk and expense +15% of the vessel. If such movement occurs, the vessel shall hold the Terminal Operator harmless for any damage or liability it may incur as a result of such movement.

Additionally, failure to comply with an order to vacate will result in a penalty to the vessel of \$1,099.96 per hour for each hour of non-compliance and may result in changes or reassignment of preferred berths ("A"). Regular and recurring failure to comply may lead up to the complete revocation of a line's preferential berth privileges.

In the event of breakdown or other failure of a vessel to depart as scheduled, the Terminal Operator will not be held liable for any additional costs incurred to other lines awaiting or required to vacate the same berth if said vessel is required to remain berthed for purposes of repair or any other inspections or actions necessary to make the vessel seaworthy again.

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**RULE 34-4: FREE TIME**

1. Definition:

Free Time is the time allowed for storage of cargo preceding a vessel's loading or for removing cargo from transit sheds, open yards, or other points of rest before assessment of storage or demurrage charges. See also Rule 34-3 - General Rules-Regulations-Definitions (26)(c).

2. Free Time Allowed:

- A. IMPORT CARGO-On coastwise, intercoastal, and foreign cargo inbound...4 Business days (subject to Rules 34-4.2.G., I., J., K., and L.)
- B. EXPORT CARGO-On coastwise, intercoastal, and foreign cargo outbound...7 Business days (subject to Rules 34-4.2.G., I., J., K., and L.)
- C. At the request of an ocean carrier, a participating Terminal Operator may allow extended free time for import cargo beyond the allowance stated above and for the Multiple Container Rule 34-5 (6), but only if the Terminal Operator is permitted by the ocean carrier to bill its customer directly for all demurrage. An administrative fee of 10% of billings would apply for all demurrage collected on behalf of the ocean carrier.
- D. For railroad traffic when held in carriers' equipment, cargo will be subject to the rates, rules, and regulations as published in applicable railroad schedules governing import, export, intercoastal, and coastwise traffic, and supplements thereto and reissues thereof.
- E. Demurrage charges will cease on all cargo loaded to vessel on day vessel commences loading. On cargo discharged from a vessel and/or container (full Bill of Lading quantity) at a Terminal, the free time begins at the first 12:00 AM after the complete discharge of the cargo. On cargo received for loading to a vessel Free Time begins at the first 12:00 AM after receipt of cargo.
- F. The receipt and delivery of inbound and outbound cargo will at all times be the responsibility of the steamship company, their agents, and/or operators.
- G. Cargo on which Free Time is not allowed. No Free Time shall be allowed on the following:
  - 1. Cargo in Bulk
  - 2. Oils and/or liquids in bulk
  - 3. Animals and Birds
  - 4. Bullion and Treasure
  - 5. Dangerous and Hazardous Cargo
  - 6. Jewelry, Precious Stones, Etc.
  - 7. Refrigerated Cargo - Breakbulk
  - 8. All other cargo, which in the discretion of the Terminal Operator cannot be allowed Free Time.

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- H. Cargo not removed from the pier within the Free Time period may at any time thereafter, at the option of the Terminal Operator, be placed in storage at the risk and expense of the goods.
  - I. On green coffee beans, and cocoa beans...10 business days
  - J. Specialized Containerized Cargo (tanks, reefers, ATDs, F/Racks, etc.):
    - 1. Import...2 Business days
    - 2. Export...7 Business days
  - K. Containerized vehicle engine assemblies originating in South America...30 calendar days.
  - L. Containerized agricultural products transloaded on Terminal...10 business days
  - M. The Terminal Operator is not required to receive export cargo onto the Terminal for the full amount of free time prior to the vessel's departure from the Terminal. The Terminal Operator may also limit export cargo on Terminal to two (2) vessels per service string at any given time at the Terminal Operator's discretion. ("C")

3. Extension of Free Time:

Where movement of cargo off Terminal facilities, either by delivery to a consignee on inbound cargo or by loading on a vessel on outbound cargo, is prevented by a strike of labor employed by the Terminal Operator, the free time will be extended so long as movement of the cargo is prevented by said strike.

4. Expiration of Free Time:

Free time will expire at 11:59 PM on the 4<sup>th</sup> Business day in the case of cargo discharged from a vessel and/or container (full Bill of Lading quantity) at the Terminal and at 11:59 PM on the 7<sup>th</sup> Business day in the case of cargo received at the Terminal for loading to a vessel. For any cargo import or export requiring on-dock fumigation services as required by Federal Agency (USDA) will be granted an additional 5 free business days only to complete these Federal requirements.

5. Storage:

Storage rates not shown in this Schedule are subject to negotiations with the individual Terminal Operator on a package or weight basis for specific commodities and cargo subject to availability of space. See Rule 34-6.3.C, Note 2.

**RULE 34-5: DEMURRAGE**

1. Definition:

Wharf Demurrage or Pier Demurrage is the charge assessed against the cargo or vessel, whichever is applicable, for cargo remaining in transit sheds and/or open yard after the

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expiration of the free time period unless prior arrangements have been made with Terminal Operator for storage of such cargo. See also Rule 34-3 - General Rules–Regulations-Definitions (26)(k). Unless otherwise provided in this Schedule, there will be no extensions of free time or waivers of demurrage charges by the Terminal Operator.

2. Rates – Import & Export Cargo

- A. A demurrage charge of 55 cents per 100 pounds (“A”), minimum charge \$16.38 (“A”), will be charged for the first five calendar days or fraction thereof after expiration of free time for cargo up to and including 80 cubic feet per ton remaining in open yard.
- B. A demurrage charge of 96 cents per 100 pounds (“A”), minimum charge \$33.13 (“A”), will be charged for each succeeding period of five calendar days or fraction thereof for cargo up to and including 80 cubic feet per ton remaining in open yard.
- C. A demurrage charge of 96 cents per 100 pounds (“A”), minimum charge \$33.13 (“A”), will be charged for the first five calendar days or fraction thereof after expiration of free time for cargo over 80 cubic feet per ton remaining in open yard, and that charge shall continue for each succeeding five calendar days or fraction thereof.
- D. A demurrage charge of \$1.05 per 100 pounds (“A”), minimum charge \$36.35 (“A”), will be charged for the first five calendar days or fraction thereof after expiration of free time for cargo of any measurement tonnage remaining in transit sheds or otherwise protected space, and a demurrage charge of \$1.94 per 100 pounds (“A”), minimum charge \$66.26 (“A”), will be charged for such cargo for each succeeding period of five calendar days or fraction thereof after expiration of free time.

3. Delays and Detentions:

No responsibility will be assumed by the Terminal Operator for delays or demurrage on railroad cars, highway trucks, or detention on vessels, except for delays or Demurrage resulting from the Terminal Operator's own negligence.

4. Application of Demurrage during Longshoremen's Strike:

Cargo, which is on first period Demurrage at the commencement of any strike, will continue on first period Demurrage for the duration of the strike. At the conclusion of the strike, the remaining days of the first period Demurrage will be allowed.

Cargo in second period Demurrage at the commencement of the strike will be assessed charges at the first period Demurrage rates for the duration of the strike. At the conclusion of the strike, cargoes in this category will revert immediately to the period of Demurrage applicable at the commencement of the strike period.

5. Container Pier Demurrage: See Rule 34-5(1)

Import Pier Demurrage will be applied at the rates set forth below:



- A. 20' dry van type containers
  - 1st period - 4 days at \$44.00/day ("A")
  - 2nd period – 4 days at \$95.00/day ("A")
  - 3<sup>rd</sup> period - \$111.00/day ("A")
  
- B. Over 20' dry van type containers
  - 1st period - 4 days at \$77.00/day ("A")
  - 2nd period – 4 days at \$187.00/day ("A")
  - 3<sup>rd</sup> period - \$224.00/day ("A")
  
- C. Specialized equipment (tanks, reefers, ATDs, F/Racks, etc.)
  - 1st period - 2 days at \$187.00/day ("A")
  - 2nd period – 4 days at \$311.00/day ("A")
  - 3<sup>rd</sup> period - \$353.00/day ("A")

Export Pier Demurrage will be applied at the rates set forth below:

- A. 20' dry van type containers
  - 1st period - 4 days at \$26.00/day ("A")
  - 2nd period – 4 days at \$47.00/day ("A")
  - 3<sup>rd</sup> period - \$71.00/day ("A")
  
- B. Over 20' dry van type containers
  - 1st period - 4 days at \$43.00/day ("A")
  - 2nd period – 4 days at \$74.00/day ("A")
  - 3<sup>rd</sup> period - \$111.00/day ("A")
  
- C. Specialized equipment (tanks, reefers, ATDs, F/Racks, etc.)
  - 1st period - 2 days at \$66.00/day ("A")
  - 2nd period – 4 days at \$115.00/day ("A")
  - 3<sup>rd</sup> period - \$172.00/day ("A")

6. Multiple Container Demurrage

(A) Multiple Container Rule Non-Refrigerated Containers:

This rule applies to dry cargo containers, provided such containers are destined to one consignee from one vessel as named on the bill of lading and Terminal Operator is notified prior to vessel arrival.

Free Time:

- 5 days - from 11 up to/including 15 containers
- 6 days - from 16 up to/including 18 containers
- 7 days - from 19 up to/including 21 containers
- 8 days - from 22 up to/including 24 containers
- 9 days - from 25 up to/including 27 containers
- 10 days - from 28 containers and up

Demurrage applying after 10 days' free time will be at the rate of the second demurrage period.

(B) Multiple Container Rule (Refrigerated Containers):

This rule applies to refrigerated containers, tanks under power, ATDs, and flat racks, provided such specialized equipment is destined to one consignee from one vessel as named on the bill of lading and Terminal Operator is notified prior to vessel arrival.

Free Time:

3 days - from 8 up to/including 10 units

5 days - from 11 units and up.

Demurrage applying after 5 days' free time will be at the rate of the second demurrage period.

7. Emergency Situations

If a Terminal Operator declares a state of emergency at a particular Terminal property due to an Act of God, inclement weather, or due to any other circumstance deemed to be an emergency by that Terminal Operator, then demurrage charges shall be waived by the Terminal Operator of the affected property for the period of the emergency. However, the decision to declare a state of emergency at a particular Terminal property shall be within the sole discretion of the Terminal Operator of the affected property.

**RULE 34-6: LOADING, UNLOADING, AND HANDLING**

1. Definitions:

A. Loading and Unloading:

Loading freight from platforms or transit sheds or storage yards into vehicles or railroad cars or unloading freight from vehicles or railroad cars onto platforms into transit or storage yards. See also Rule 34-3 - General Rules-Regulations-Definitions (26)(f).

B. Truck Loading and Unloading (Full Service):

Truck loading or unloading shall mean the service of moving cargo from a place of rest on the pier, elevating the cargo onto the truck and stowing the cargo in the truck or removing the cargo from the body of the truck to a place of rest designated by the Terminal, but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the truck or the consignee. The service shall include loading on consignee's pallets. The loading and stowing of cargo in the truck or the unloading of cargo from the truck shall be under the supervision of the driver of the truck. Prior arrangements must be made with the Terminal Operator.

The proper placement of the cargo on and securing of the cargo to the truck shall be the sole responsibility of the driver of the truck. The consignee, by its use of this service, warrants: (1) that the cargo will be properly secured to the truck by the driver using his own gear before the truck leaves the Terminal Operator's facility; (2) that the height and width of the cargo does not exceed the legal maximum permitted under Maryland law or that the driver has obtained a proper permit from the state authorities to exceed the maximum legal height and/or width; and (3) that the weight of the cargo and truck does

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not exceed the maximum weight prescribed by law or that the driver has obtained a proper state permit allowing a deviation from the maximum legal weight.

C. Partial Loading and Unloading (Tailgate Service):

Partial loading and unloading, commonly called tailgate service, shall mean the service which is performed when packaged cargo other than pre-palletized, unitized, or skidded cargo can be loaded onto the tailgate of the truck by use of an operator and a machine. If additional labor is required for this operation, the full loading or unloading rate will be applicable. (This provision shall not be construed as compelling the Terminal to provide pallets.)

D. Loading or Unloading of Pre-palletized, Unitized, or Skidded Cargo:

Pre-palletized, unitized, or skidded cargo is cargo, which is pre-palletized, unitized, or skidded to the satisfaction of the Terminal Operator and which is situated on the pier or on the truck so that it can be loaded into a truck or unloaded from a truck by insertion of the Terminal's forklift truck blades under or into the pallet, unit, or skid without any necessity of shifting the cargo prior to such insertion. If the cargo is not so situated, this rate is not applicable.

E. Container:

The term "container" as used herein refers to all standard, permanent-type containers 20' and over used for the movement of cargo as a unit. The unit may also be a tank for liquids mounted on a platform, a bin, or a bolster used for similar purposes. All other containers will be considered as general cargo and subject to the terms and conditions set forth in this Schedule.

F. Chassis:

A "chassis" is a vehicle designed and built to carry containers or platforms with facility for tractor coupling for transport.

G. Self Service Loading of Ro-Ro Cargo:

Truck drivers may choose to load roll-on, roll-off cargo onto their trucks without assistance from the Terminal Operator. However, drivers who choose to load their own trucks do so at their own risk. In choosing this option, the driver and his principal acknowledge that the assistance of the Terminal Operator personnel in connection with the loading operation has been rejected, and they warrant that the driver has had sufficient training and or certification to perform the loading operation in a safe manner, including, but not limited to, the proper placement and securing of the cargo onto the truck. The driver and his principal shall be solely responsible for ensuring that the cargo is properly secured to the truck with the driver's own gear before the truck leaves the Terminal Operator's facility and that the cargo, as loaded onto the truck, does not exceed height, width, and weight maximums prescribed by law or that it is otherwise covered by a proper state permit obtained by the driver or his principal.

H. Weighing of Containers:

The term “weighing of containers,” or any variant thereof, as used herein, means using Terminal Operator’s equipment to weigh containers in accordance with IMO Guidelines Regarding Verified Gross Mass of a Container Carrying Cargo, MSC 1/Cir. 1475, 9 June 2014, Paragraphs 8, 11, and 13.1.

2. Weighing Containers for SOLAS VGM Compliance

Effective with July 1, 2016, SOLAS Ch VI/2 verified gross mass (“VGM”) regulations require that Shippers must provide a SOLAS-compliant Shipper-signed paper or EDI VGM document (a “VGM Document”) to the master and Terminal Operator before an export container may be loaded to the vessel.

Terminal Operator assumes Carriers and Shippers have made arrangements for the Shipper to provide a VGM Document for each container delivered to the Terminal Operator’s facilities for loading. In order to minimize delay and handling costs in the event any container for loading to Carrier’s vessel arrives at any Terminal Operator facilities without a VGM Document, Terminal Operator may offer service to weigh the container and provide such weight to Carrier and Shipper to be used by either for VGM compliance purposes. The following terms and conditions apply with respect to any such service provided by Terminal Operator:

In consideration of Terminal Operator providing weighing service for Carrier and Shipper in instances where an export container arrives at the Terminal Operator’s facilities without a VGM Document, or where Terminal Operator is otherwise required or requested to weigh a container after its arrival, Carrier agrees that (a) Terminal Operator provides such weighing service for convenience of Carrier and Shipper in accordance with IMO *Guidelines Regarding the Verified Gross Mass of a Container Carrying Cargo*, MSC 1/Circ. 1475, 9 June 2014, Paragraphs 8, 11, and 13.1, (b) the weight obtained on Terminal Operator’s equipment may be subject to variance, and Terminal Operator makes no express or implied representation or warranty as to the accuracy of any weight provided, (c) in obtaining and transmitting such container weight, Terminal Operator is hereby authorized by and acts as the agent for Shipper, and not for Terminal Operator’s own account, (d) neither Carrier nor Shipper will assert any claim against Terminal Operator for any liability, compensation, damages, contribution, indemnification, or defense with respect to any delay or inaccuracy of weight or information provided, (e) Carrier’s giving of a loading instruction or loading of such container for which Terminal Operator has provided weight information is deemed to be confirmation by Carrier to Terminal Operator that Carrier has received the container VGM in compliance with SOLAS VGM requirements, and (f) Carrier and Shipper will each will defend, indemnify, and hold harmless Terminal Operator, its officers, directors, employees, agents, contractors, and affiliates with respect to any claim against or liability of Terminal Operator by or to any third party, including any Carrier subcontractor or cargo interest, with respect to any suits, causes of action, arbitral demands or claims, judgments, assessments, damages, awards, costs of defense, fines or penalties of any nature imposed or arising directly or indirectly in connection with the weight provided, Terminal Operator’s weighing service, or any delay or refusal of Terminal Operator to load any container lacking a VGM Document.

### 3. Rates

A. Handling of cargo to or from trucks will be performed as follows: (Subject to Rule 34-6.3.B., Note 1)

1. Partial Loading or Unloading (Tailgate Service):

1. Handling cargo to or from point of rest, from or to tailgate of trucks, not including pre-palletized, skidded, and unitized cargo.

1. Cargo measuring up to and including 160 cubic feet per ton - \$37.61 per net ton ("A"). Minimum \$51.26 per ocean bill of lading ("A").

2. Cargo measuring over 160 cubic feet per ton - \$10.23 per 40 cubic feet ("A"). Minimum \$51.26 per ocean bill of lading ("A").

2. When trucks are loaded or unloaded under the tailgate service, loading or unloading by the truck carrier to or from the tailgate or side of the truck shall proceed at a rate of not less than 15,000 lbs. per hour. When this rate is not maintained by the truck carrier, a penalty charge of \$69.04 ("A") of each straight time quarter-hour, or fraction thereof, and \$107.88 ("A") for each overtime quarter-hour, or fraction thereof, shall be assessed against the truck carrier for the excessive time.

2. Loading or Unloading of Pre-palletized, Unitized, or Skidded Cargo:

1. Handling pre-palletized, unitized, and skidded cargo, not including steel sheets in coils, on or off trucks that can be handled with one machine and operator: \$26.80 per net ton ("A"), minimum \$51.26 per ocean bill of lading ("A").

2. Handling of steel sheets in coils and slabs (minimum 10,000 lbs. each unit): \$17.54 per net ton ("A").

3. Handling of lumber in bundles, on/off flatbed trailers: \$20.13 per net ton ("A").

3. Truck Loading or Unloading (Full Service):

1. Cargo measuring up to and including 160 cubic feet per ton - \$79.02 per net ton ("A"). Minimum \$157.94 per ocean bill of lading ("A").

2. Cargo measuring over 160 cubic feet per ton \$27.39 per 40 cubic feet ("A"). Minimum \$157.94 per ocean bill of lading ("A").

4. Minimum charges for Heavy Lifts On/Off Flat Bed Truck Only (except Steel Sheets in Coils):

The handling of heavy lifts in excess of 30,000 pounds for any size of package shall be limited to the capacity of the Terminal Operator's equipment at that location. Arrangements for such services and any special equipment as may be required shall be made in advance with the Terminal Operator. Cost of outside crane will be billed to party requesting service.

30,001 to 40,000 pounds	\$ 661.28 per lift ("A")
40,001 to 50,000 pounds	\$ 756.33 per lift ("A")
50,001 to 60,000 pounds	\$ 914.54 per lift ("A")
60,001 to 70,000 pounds	\$ 1,117.11 per lift ("A")
70,001 to 80,000 pounds	\$ 1,340.58 per lift ("A")
80,001 to 90,000 pounds	\$ 1,564.01 per lift ("A")
90,001 to 100,000 pounds	\$ 1,787.20 per lift ("A")
Over 100,000 pounds	Negotiated (Note 2)

5. (a) Self-propelled vehicles, wheeled units, and mobile equipment moving under their own motor power and not requiring the use of pier driver or equipment, for receipt or delivery.....\$14.07/ton ("A")

(b) Self-propelled vehicles, wheeled units, and mobile equipment moving under their own motor power and requiring the use of pier driver but not equipment, for receipt or delivery: \$28.40/ton ("A")

Minimum charge per unit: \$46.95 ("A")

Maximum charge for (a) above: \$272.30 ("A")

Maximum charge for (b) above: \$544.60 ("A")

6. Automobiles - Commercial:

Automobiles set up on their own wheels and powered under their own motive power, moving within the Terminal in commercial service, excluding privately owned vehicles, shall be handled under the following conditions:

1. Vehicles must be moved to/from the designated point of rest within the Terminal by the delivering/receiving carrier.
2. Free Time: Rule 34-4 will apply.
3. No servicing/processing/handling is required of the Terminal Operator.
4. Vehicles so moving shall be to/from one vessel to/from one consignee/consignor.
5. Minimum number of units per Bill of Lading necessary to qualify for commercial rate - 6 or more.

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6. Rates:  
Less than 6...\$56.18 per unit ("A")  
6 or more...\$33.64 per unit ("A")
7. Automobiles, P.O.V.:
- Privately owned vehicles driven to or from all Terminals will be assessed a charge of \$89.84 per vehicle ("A").
8. Preparation of vehicles in accordance with existing regulations, i.e., limited to draining fuel tanks/EV batteries, EV charging, and disconnecting and taping of battery terminals: \$134.06 per unit ("A") ("C").
9. Rolled Export Non-Containerized Cargo: \$151.97 per unit ("A"). When machine handling is required, additional equipment charges will apply.
10. Container Handling, Including Documentation and Inspection:
1. If the Terminal Operator is required to physically handle the container at the time of receipt or delivery, i.e., mount or dismount from or to a bogie, flatbed truck, rail car, or other conveyance, then a handling charge of \$189.28 per unit ("A") will be assessed and all other items and conditions of the Schedule will apply. This charge will be for the account of the party requesting the service.
  2. Shipper-owned containers and/or trailers requiring no physical handling during receiving or delivery...\$101.85 per unit ("A").
  3. Containers/chassis remaining on Terminal Operator's facility after cessation of service by owner or lessee through discontinuance of service for whatever cause, shall be subject to the following charges:
    1. Free Time: 5 days (exclusive of Saturdays/Sundays and holidays)  
Free time shall commence at 12:01 AM on the day after notification by certified mail to the owner/lessee that free time shall be in effect and that demurrage will commence upon completion of free time.
    2. Demurrage: Demurrage shall commence upon completion of free time in accordance with the following schedule:
      - a. 20' and under: \$24.41 per day ("A") for first 30 days, and \$73.33 per day ("A") for each day thereafter.
      - b. Over 20': \$48.97 per day ("A") for first 30 days, and \$146.64 per day ("A") for each day thereafter.

Containers and/or chassis which remain at a Terminal beyond the expiration of free time may be placed in public storage at any time

thereafter at the option of the Terminal Operator and at the risk and expense of the containers and/or chassis and the Terminal users. Containers and/or chassis remaining on the Terminal in excess of sixty (60) days will be considered as abandoned and sold at public auction for collection of charges due the Terminal Operator. Ten (10) days prior to such sale, a registered letter of notice will be sent to the Terminal users, or the Terminal Operator will take other reasonable steps to advise those Terminal users of whose interest in the equipment he is aware. Net proceeds of such sales less expenses will be held in a separate fund out of which the Terminal Operator shall be paid his charges. Monies received beyond the charges due the Terminal Operator will be returned to the owner if claimed within one year of the mailed notice.

4. Handling Charges:

On delivery, the Terminal Operator has the right to require payment in full of any and all charges before such containers/chassis are delivered from the Terminal, including, but not limited to, the following charges:

- a. Gate Charge.....\$71.03 per unit ("A").
- b. Mounting/dismounting charge.....\$89.68 per unit ("A").
- c. Segregation of containers: \$105.25 per labor hour ("A"), per employee, \$218.30 per machine hour ("A"). Minimum of one driver and one checker to be ordered.
- d. The Terminal Operator shall have a lien on a Terminal user's empty containers and chassis for any and all unpaid charges relating to the handling or storage of those particular container(s) or chassis or of any other container or chassis belonging to and/or used by the same Terminal user.
- e. Stuffing/unstuffing rates will be supplied by Association members on request. Rates to be based on volume and type of cargo to be handled, i.e., unitized, palletized, loose, etc. (See Rule 34-6.3.C., Note 2)
- f. Special services – When a truck is loaded or unloaded in a manner which requires special stowage, handling, sorting, grading, or otherwise selecting the cargo for the convenience of the trucker, shipper, or consignee, the Terminal Operator shall make an extra charge in addition to the applicable Schedule rates. Such services will be furnished upon application to the Terminal Operator performing the service.
- g. Rolled Export Container: \$194.31 per unit ("A")



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- h. Priority Pre-mount Charge – Requests to pre-mount containers during vessel operations will incur a charge of \$314.99 per container (“A”).
- i. Receive or Deliver of Out of Gauge (OOG) flat racks and open tops – The standard charges are listed below. Appointments must be made by e-mailing the Terminal Operator before 1:00 PM on the day prior to the date requested and are subject to equipment availability as determined by the Terminal Operator. Orders modified or canceled after 1:00 PM on the day prior to the appointment day, including no show orders, will also incur the following standard charges:
- A charge of \$457.21 per lift (“A”) will apply to emergency gear/wire moves via toploader
  - An additional charge of \$4,092.29 per (2) hour period (“A”) will apply for emergency gear/wire moves via crane (60-ton limitation)
- j. Agricultural Transload Container Rates
- Import Load** - \$31.50 per ton (“A”) to include dray, transload, and empty return. Minimum charge of 20 tons per container
- Export Load** - \$34.65 per ton (“A”) to include dray, transload, and build of the bulkhead. Minimum charge of 20 tons per container
- k. Handling of containers received over-the-road and redelivered without loading or discharging to/from a vessel or barge: \$225.75 per container (“A”)
- l. Backwards Container Flip Charge – All containers that arrive to the Terminal in the incorrect orientation will incur a charge of \$88.22 (“A”)
- m. Holiday/Weekend and Late Gate Charge – The receipt and/or delivery of containers during working holidays or weekends will be subject to an additional charge of \$27.50 per container (“A”). The decision to open on a holiday or weekend is at the Terminal Operator’s discretion. The charge may also apply in the event that the Terminal Operator opens after 5:00 PM. The holiday/weekend and late gate charge will be in addition to the normal gate charge.
- n. Early Import Delivery Fee – Upon request for early delivery of import containers and at the discretion of the Terminal Operator, an additional charge of \$115.50 per container will be assessed in addition to the normal gate charge (“A”).

- o. Early Export Receipt Fee – Upon request for early receiving of export containers, more than 7 business days prior to the vessel ETA, and at the discretion of the Terminal Operator, the container may be received early and assessed a charge of \$192.49 in addition to the normal gate charge (“A”). Standard free time and demurrage charges will apply.
- p. Appointment System - At the Terminal Operator’s discretion, an appointment system may be implemented for container receipt and delivery. If an appointment system is in place, a charge will of \$66.00 will apply if the appointment is not honored (“A”). If a truck arrives at the terminal without an appointment, the Terminal Operator has the right to refuse entry and/or assess the missed appointment charge.
- q. Radioactive Material - Class7 Radioactive Material cargo arriving or departing the Terminal requires additional services and will be subject to a charge of \$329.99 per container (“A”).

11. Boats (Including yachts and all watercraft not otherwise specified)

1. Handling on Pier:

- 1. Trailered or cradled boats up to 28 feet in length, with length of boat rounded up to the nearest whole foot, and which do not exceed an eight-foot beam \$145.53 (“A”).
  - a. Rates apply only when boats can be handled with one machine and one operator and will include trailer and/or cradle when handled with the same lift.
  - b. Boats must be cradled or on boat trailer and length will include cradle or trailer.

- 2. All other boats...\$10.23 per measurement ton (“A”)

2. Handling In or Out of Water:

All boats = Rates subject to negotiation with individual Terminal Operator.  
(See Rule 34-6.3.C., Note 2).

If crane and a crane operator are required for the handling of any boat, then an additional charge will be added to above rates, based on Schedule rates.

- 3. Boat/Yacht cradle disposal charge \$536.46 (“A”).

12. Weighing of Containers: (Reserved).

13. Intermodal Container Transfer Facility (ICTF) International Lift Charge:

International Lift Charge – The amount of \$97.91/unit (“A”), for each International Unit loaded and unloaded at the Baltimore Marine Terminal. For the avoidance of doubt, the International Lift Charge does not include the land or facility charges.

International Unit – Any containers, full or empty, arriving at or departing by rail immediately before or after being loaded to or discharged from an ocean carrier at the Port of Baltimore.

B. **NOTE 1:** Loading and/or unloading rates on the following commodities and/or shipments will be subject to special arrangements:

- a) Bananas
- b) Bulk ore
- c) Bulk liquids
- d) Shipments of 200 tons or more delivered to or taken from the Terminal by one shipper or one consignee on which prior arrangements have been made with the Terminal Operator, with the understanding that this provision does not apply to split bills of lading or sorting.

C. **NOTE 2:** Negotiated rates or special arrangements will be contained in service agreements between the parties.

**RULE 34-7: MISCELLANEOUS CHARGES**

1. Fresh Water

A. Fresh water for vessels calling at Seagirt Marine Terminal Only:

1. Fresh Water will be supplied to vessels at the basic rate of \$3.76 per metric ton (“A”). (Note conversion at 264.17 USGAL=1MT or 35.31 cubic feet of water). Minimum charge for water will be \$188.00 (“A”). (50MT Minimum).
2. Connection fee for labor services during normal business hours will be \$210.48 (“A”).
3. Disconnection fee for labor services during normal business hours will be \$105.25 (“A”).
4. Saturdays, Sundays, Legal Holidays and any request after 1700 or before 0800 will be assessed \$480.73 (“A”) in addition to the water charges. Fresh water service arrangements should be made in advance with the Terminal Operator.

5. Minimum total water charges: Minimum Water + Connection + Disconnection = (\$188.00 + \$210.48 + \$105.25 = \$503.73) Total minimum water service charge ("A").

B. Fresh water for vessels calling at all other terminals:

Fresh Water will be supplied to vessels calling at all Terminals other than Seagirt Marine Terminal at the basic rate of \$6.61 per 100 cubic feet ("A"). Minimum charge is \$80.81 ("A"). In addition, a labor service charge of \$80.81 per hour or fraction thereof ("A") shall be added to the prevailing rate, subject to a minimum charge of \$161.65 ("A"). Overtime (Saturdays, Sundays, and legal holidays) requests for fresh water will be assessed a flat labor charge of \$480.73 ("A") in addition to the basic water rate of \$6.61 per 100 cubic feet ("A"). In requesting fresh water service, arrangements should be made in advance with the Terminal Operator.

2. Electric Power:

Electric current for power purposes, if available, will be supplied at Terminal Operator's option at the rate of \$45.99 per standard power outlet per 24-hour period or fraction thereof ("A").

3. Labor:

A. Labor rates are based on current hourly labor costs for regular working days between 8:00 AM and 5:00 PM.

B. Labor Overtime:

Rates named for loading and unloading, handling, and other labor are based on current labor costs for straight time. When such services are required during overtime periods and on Saturdays, Sundays and holidays, prior arrangements must be made and the total labor costs will be charged to those responsible for authorizing such overtime.

C. Labor for special services not otherwise provided for hereunder will be in accordance with current labor costs and prior arrangements must be made. The current composite labor costs in accordance with the present ILA contract, including all fringes, taxes, and insurance for Checkers, Drivers, Longshoremen, and Foremen are \$105.25 straight time ("A") and \$143.52 for overtime ("A").

D. Material Handling Equipment:

Capacity to 10,000 pounds...\$40.70 hourly ("A")  
10,000 to 30,000 pounds.....\$81.41 hourly ("A")  
30,000 to 50,000 pounds.....\$135.62 hourly ("A")  
Over 50,000 pounds.....\$203.44 hourly ("A")  
Yard Transfer Hustlers.....\$64.59 hourly ("A")  
Top Loader.....\$218.30 hourly ("A")

E. Charges in this Section 3 will be subject to special arrangements as to shipments of 200 tons or more delivered to or taken from the Terminal by one shipper or one consignee on

which prior arrangements have been made with the Terminal Operator. See Rule 34-6.3.C., Note 2.

F. Inspection of Container by U.S. Customs:

Opening and Closing Packages on pier for inspection at the request of U.S. Customs, U.S.D.A., or any other government agency...\$67.62 per package ("A").

Inspections of container by U.S. Customs (at Central Inspection Station, D.M.T.) container designated for U.S. Customs "Examination" (includes one package or carton)...\$154.78 ("A"). For each additional package or carton removed or examined (up to a maximum of \$1,081.73 ("A"))...\$28.72 ("A").

Charge for U.S. Customs Import Tailgate Examination...\$304.22 per container ("A"). Charge includes making container available for tailgate examination, drayage of container to facility examination site, staging, and return to designated facility upon completion of the inspection.

Rate for export unprocessed logs...\$71.84 ("A")

EXCEPTION: Containers ordered up for inspection by Contraband Enforcement Team of U.S. Customs will be assessed charges on extra labor basis.

4. Drayage within a Marine Terminal or Between Marine Terminals:

Chassis, containers on chassis, or truck trailer, empty or loaded, drayed within the confines of a marine terminal or between North and South Locust Point...\$172.55 per move ("A")

Containers drayed within the Terminal for fumigation purposes...\$172.55 per move ("A")

Volume movement rates subject to negotiation with individual Terminal Operator. See Rule 34-6.3.C., Note 2.

The above charges are for drayage only and do not include TIR's, mounting and grounding, U.S. Customs, or scale charges.

5. Drayage between a Marine Terminal and the Seagirt ITCF:

Rates subject to negotiation with individual Terminal Operator. See Rule 34-6.3.C., Note 2.

6. Charge for U.S. Customs Container Security Initiative, X-Ray Examination, Coast Guard or Other Governmental Inspection of Containers:

A. Examination Charge Inside Facility or at Shiplside - \$387.58 per container ("A"). Charge includes making containers available for examination, to include drayage of container to ship or facility examination site, staging, and return of container to

designated facility upon completion of the inspection.

- B. Export containers flagged for examination outside of the Terminal or Facility will be subject to a minimum of one (1) redelivery fee of \$225.75 (Rule 34-6.3.A.10.4.k) and one (1) hour segregation of containers (Rule 34-6.3.A.10.4.c) (“I”)

7. Additional Invoices:

- A. Any request for additional truck service and demurrage invoices, a charge of \$13.62 per invoice (“A”).
- B. Any request by one company to re-invoice another company, a re-billing charge of \$27.25 per invoice (“A”).

8. Outside Crane Rental

In the event a Maryland Port Administration or Terminal Operator’s crane is not available and an outside crane is necessary, the charge for crane rental hereunder will be the actual cost of the rental from the outside source for a minimum 8-hour period, plus 2% of that cost for the Terminal Operator's time and labor involved in handling the necessary paperwork.

- 9. Boat shrink wrap disposal fee \$105.25 (one man hour) (“A”).

10. Clerical Fee

In the event that the Terminal Operator is required to manually enter billing data or support into a third-party system, the charge will be \$13.62 per invoice (“A”).

11. Terminal Operator’s Crane Rental:

Rental and use of the Terminal Operator’s Ship-to-Shore (STS) crane shall be subject to the conditions and charges herein. Requests to rent the crane shall be made one (1) calendar day prior to the intended day of use. Requests for use on Mondays shall be made by 3:00 PM on the preceding Friday. The Terminal Operator requires four (4) hours advance notice of any modification or cancellation of orders for the crane during normal business days (Monday-Friday). Cancellation or modification of weekend requests must be submitted by 3:00 PM on the proceeding Friday. The minimum crane rental charge of \$522.15 (“A”) will be applied if the rental request is modified or canceled without sufficient advance notice to the Terminal Operator. The party making arrangements with the Terminal Operator for the rental of equipment will be held responsible for the rental charges and compliance with the terms and conditions of its usage. Crane availability is determined by the Terminal Operator and may be approved or denied based on various conditions (e.g., ship, traffic, and weather conditions).

Charges:	Per Hour or Fraction Thereof	Minimum Charge
Vessel Use	\$522.15 (“A”)	\$522.15 (“A”)
Non-Vessel Use	\$522.15 (“A”)	\$522.15 (“A”)

When available, the crane will be rented on a one (1) hour minimum rental period and will be supplied without an operator. The party renting the crane must operate the equipment with a qualified operator and must operate it within its rated capacity, said capacity to be ascertained from the Terminal Operator as appropriate before use. Except as may be provided otherwise by any agreement, normal repair and maintenance of the crane shall be performed by the Terminal Operator. Such repair and maintenance shall not relieve a user of its obligation to inspect the crane to assure that it is fit and suitable for the use for which it is intended. The user shall make such an inspection prior to use and thereafter as often as is necessary to assure that the crane is fit and suitable for its intended use. The user shall not exceed safe working conditions as they relate to the crane's lifting capacity at different radius. Upon request, the Terminal Operator will provide the lifting charts to the user. User shall be responsible, at its sole cost and expense, for any and all damage to or destruction of the crane or its appurtenances and for all repairs required to be made to the crane or its appurtenances other than for normal repair and maintenance, unless such damage or destruction results directly from the Terminal Operator's own negligence. The Terminal Operator assumes no liability for claims, losses, costs, or expenses by reason of property damage, personal injury, or death, which may result from the use of the crane. The renter or user shall indemnify and hold the Terminal Operator harmless against liability for injury or damage to the persons or property, including consequential damages suffered by crane users, arising from the use of the cranes, except such injury or damage that may be caused by the Terminal Operator's own negligence.

Downtime is when a crane is inoperable due solely to the failure of the equipment and downtime will be deducted from the rental period and no charges assessed. The downtime does not alter the minimum charge.

The person or company renting the crane must furnish their own slings, shackles, etc., and be responsible for all rigging.

12. Spill Containment:

Leaking Containers or tanks requiring the use of a spill containment chassis will be subject to the following charges:

Day 1: \$65.88 ("A")  
Day 2: \$104.88 ("A")  
Day 3 and Beyond: \$138.48 ("A")

These charges do not include cleaning charges, demurrage, or fines if incurred or assessed by regulatory authorities.

13. Battery jump starting service for receiving of export Ro-Ro cargo (including POVs) will be charged a rate of \$52.50 ("A").

14. Near Terminal or Off-Terminal Container and Chassis Depot Charges:

The following charges will apply for the use of the Terminal Operator's Near Terminal or Off-Terminal Container and Chassis Depot:

- Depot gate charge of \$35.91 per container (“A”) and \$24.41 per chassis (“A”)
- Storage per diem charge of \$1.89 per container/chassis per day (“A”)
- Drayage per unit of \$85.69 (“A”) for container repositioning will occur for units moving to/from Seagirt Marine Terminal, if services are requested to the Terminal Operator

15. Deadline (Out of Service) Equipment:

A container or chassis that is not roadworthy or usable for its intended purpose will be marked as deadline. In addition to any other applicable charges under this Schedule, the following charges will apply to equipment that stays in deadline status for more than twenty (20) days:

- Days 21-30, per unit per day \$6.31 (“A”)
- Days 31-45, per unit per day \$12.60 (“A”)
- Days 46 and over, per unit per day \$25.20 (“A”)

16. Placarding Fee: \$217.59 per container (“A”)

17. Empty Container Cleanout Fee: (“I”)

Empty containers arriving to the Terminal with debris inside will be subject to a \$300 cleanout fee per container. The Terminal Operator also has the right to reject the container and/or ban the driver at its sole discretion.

**RULE 34-8: RAILROAD CAR LOADING & CAR UNLOADING**

1. Definitions:

- A. Railroad Car Loading consists of removing cargo from the Terminal facility and placing it in the railroad car. The charge for railroad car loading shall be assessed against the rail carrier, when prior arrangements have been made with the carrier by the consignee/shipper, or against the party ordering the service performed where the railroad is not responsible for the car loading charge.
- B. Railroad Car Unloading consists of removing cargo from a railroad car and placing it on the Terminal facility. The charge for railroad car unloading shall be assessed against the rail car carrier, when prior arrangements have been made with the carrier by the consignee/shipper, or against the party ordering the service performed where the Railroad is not responsible for the car unloading charge.
- C. Terminal Operator shall not be responsible for any car demurrage, unless caused by the fault of the Terminal Operator, and this shall include failure of the shipper/consignee to establish satisfactory credit with the Terminal Operator prior to arrival of car for unloading or placement of car for loading.
- D. Orders to rail carriers for the placing, shifting and removal of empty and loaded equipment shall be issued by Terminal Operator.

2. Schedule of Rates for Loading and Unloading Railroad Freight Cars (Box cars unless otherwise specified):



- A. Bulk Freight...\$37.83 per ton ("A")
- B. Packaged Freight consisting of items enumerated below...\$73.48 per ton weight or measure, 2000 lbs. or 40 cubic feet, whichever is greater ("A").
  - 1. Loose Brick
  - 2. Loose Slate
  - 3. Barbed Wire
  - 4. Loose Staves or Headings
  - 5. Greased Steel, not boxed or crated
  - 6. Cork and/or Cork Waste
  - 7. Hides, loose or in bundles
  - 8. Glassware in packages, including electric or fluorescent bulbs
  - 9. Metal Lath, in bundles
  - 10. Empty Tin Cans
  - 11. Empty Barrels
  - 12. Fibre, in bales
  - 13. Hops, in bales
  - 14. Rags/Clothing, in bales
  - 15. All cargo measuring over 160 cubic feet per ton of 2,000 pounds.
- C. Cocoa Beans, Green Coffee Beans (in bags)...\$83.28 per ton ("A") (All inspection, weighing, sampling to be completed before commencement of car loading)
- D. Bagged Cargo (N.O.S.)...\$83.28 per ton ("A")
- E. Rubber (in bales) (loose)...\$48.82 per ton ("A")
- F. Basket ware & Similar Items...\$76.43 per ton ("A")
- G. Reefer Cargo...\$84.42 per ton ("A")
- H. Packaged Freight other than that covered herein in Box Cars & Open Cars: \$48.82 per ton ("A")
- I. All Group commodities when pre-palletized. Unitized, or skidded...\$41.87 per ton ("A").  
Pre-palletized, unitized, or skidded cargo which is pre-palletized, unitized, or skidded to the satisfaction of the Terminal Operator and which is situated on the pier or in the car so that it can be loaded into a car or unloaded from a car by the insertion of the Terminal's forklift truck blades under the pallet, unit, or skid without necessity of shifting the cargo prior to such insertion.
- J. Loading or Unloading Loose Lumber to or from Box Cars or Open Cars...\$111.08 per ton ("A")
- K. Loading or Unloading Bundled Lumber to or from Box Cars or Open Cars...\$61.08 per ton ("A")

L. Accessorial Services: (Box Cars)

1. Cleaning cars to put them in proper condition for outbound loading: \$226.19 per car ("A")
2. Supplying labor and material for paper lining cars...\$226.19 per car ("A")
3. Supplying side door protection for general cargo, including labor and materials...\$226.19 per car ("A")
4. Blocking, bracing, and chocking, except as enumerated above....\$502.69 per car ("A")

M. Minimum charges for Heavy Lifts from Rail Flat Cars (except steel sheets in coils): The handling of heavy lifts in excess of 30,000 pounds for any size of package shall be limited to the capacity of the Terminal Operator's equipment at that location. Arrangements for such services and any special equipment as may be required shall be made in advance with the Terminal Operator.

30,001 to 40,000 pounds	\$661.28 per lift ("A")
40,001 to 50,000 pounds	\$756.33 per lift ("A")
50,001 to 60,000 pounds	\$914.54 per lift ("A")
60,001 to 70,000 pounds	\$1,117.11 per lift ("A")
70,001 to 80,000 pounds	\$1,340.58 per lift ("A")
80,001 to 90,000 pounds	\$1,564.01 per lift ("A")
90,001 to 100,000 pounds	\$1,787.20 per lift ("A")
Over 100,000 pounds	Negotiated (See Rule 34-6.3.C., Note 2)

Accompanying component parts to be billed at \$46.46 per 2,000 pounds ("A").

N. Metal Products from Box Cars consisting of commodities such as steel sheets, coils, packs, tinplate, copper, aluminum, zinc, lead, when unitized, palletized, or strapped in accordance with Section I above (not to include manufactured products):

Minimum weight per lift 4,000 pounds...\$17.84 per ton ("A"); below 4,000 pounds...\$20.02 per ton ("A")

O. Metal Products from Open Cars/or Covered Gondolas consisting of commodities such as Beams, Channels, Rails, Angles, Rebars, Billets, Slabs...\$48.82 per ton ("A")

Pipe - Tubing...\$66.57 per ton ("A")

Structural Steel (Fabricated Steel). Negotiated (See Rule 34-6.3.C., Note 2)

P. Removing and Replacing Lids or Covers from Open Top Cars...\$268.13 per car ("A")

Q. Self-Propelled Vehicles, Wheeled Units and Mobile Equipment from Flat Cars; Self-propelled vehicles, wheeled units and mobile equipment moving under their own power

requiring the use of pier driver but not equipment, for receipt or delivery...\$28.40 per ton  
("A")

Minimum charge per ocean bill of lading.....\$46.95 ("A")