



Terminal Tariff

FMC Organization No.: 019644

Schedule of Miscellaneous Services Rates and Fees

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RULE: 34 - TERMINAL TARIFF

Effective: July 07, 2005

Filing Codes: I

For application of individual charges, consult the sub-rules contained herein.

RULE: 34.1 - SCOPE

Effective July 07, 2005
Filing Codes I

SCOPE:

The services, rules, and charges, provided in this tariff apply to all water carriers/vessels calling at the Terminal, including carriers not included in the definition of common carrier in section 3 (6) of the Shipping Act of 1984 as amended by the shipping Reform Act of 1998, unless prior arrangement has been made with FLORIDA INTERNATIONAL TERMINAL. LLC, and are enforceable as provided in Section 8(f) of the Shipping Act of 1984 as amended.

For application of individual charges, consult the sub-rules contained herein.

NAME:

FLORIDA INTERNATIONAL TERMINAL, L.L.C.

FMC Organization No.: 019644

ADDRESS:

**3800 McIntosh Road
Port Everglades, FL 33316**

RULE: 34.2 - ABBREVIATIONS, SYMBOLS

Effective: July 07, 2005
Filing Codes: I

Abbreviations:

Cu.Ft. or CFT - Cubic Foot (Feet)
NOS - Not Otherwise Specified in this tariff
CWT - 100 Pounds
EAN - Except as Noted
SU - Set UP
I.L.A. - International Longshoreman's Association
TEU - 20 Foot Equivalent unit (Containers)
Ton - 40 Cubic Feet or 2,000 lbs as Freight
FT - Foot (Feet)
I&S - Iron and Steel
IN - Inches
W or WT - Weight (2000 Lbs)
KD - Knocked Down
MBF - 1,000 Board Feet
NO. - Number
E.I.R. - Equipment Interchange receipt
AQI - Customs and Border Protection – AQI division
FTZ - Free Trade Zone (Port Everglades District)
CET - Customs and Border Protection-Contraband
Enforcement Team

Symbols:

(A) Denotes Increase
(E) Denotes Expiration
(C) Denotes Change in Wording
(R) Denotes Reduction which results in neither increase nor decrease
(N) Denotes Reissued Matter in rates or charges
(I) Denotes New or Initial
(G) Denoted General Increase Matter or Decrease

RULE: 34.3 - GENERAL RULES

Effective August 19, 2005
Filing Codes C

ITEM 1. RECEIVING/DELIVERING:

"The physical handling of a container and/or chassis, loaded or empty, from/to an inland carrier to/from a designated point of rest."

"Receiving/delivering includes equipment inspection and EIR processing."

ITEM 2. RECOGNIZED WORKING HOURS:

A. The normal working hours are from 8:00 A. M. to 5:00 P.M., Monday through Friday. Saturdays, Sundays and I.L.A. contract Holidays excluded.

B. When any type of Terminal Services are required in other than recognized regular working ours shown above, prior arrangements must be made with FLORIDA INTERNATIONAL TERMINAL LLC and tariff rates plus overtime costs and minimum labor guarantee costs will be assessed.

ITEM 3. HOLIDAYS:

The following holidays will be observed as per I. L. A. contract:

- * New Years Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- National Memorial Day
- * Independence Day
- I.L.A. Day
- * Labor Day
- Columbus Day
- Veteran's Day
- T. W. Gleason's Birthday
- Thanksgiving Day
- Christmas Eve
- * Christmas Day
- New Year's Eve
- * No work day

When any of these holidays fall on Sunday, the following Monday shall be observed. No work will be performed on New Year's Day, Independence Day, Labor Day, and Christmas Day, nor before 7:00 A. M. on the days following these holidays, nor after 5:00 P.M. on Christmas Eve or New Year's Eve, except in case of fire, or where property is in danger.

ITEM 4. CHARGES, INVOICES, and CREDIT TERMS:

All charges will be assessed against the steamship line and/or its authorized agent: cargo interests and/or its authorized agent. All invoices for services rendered by FLORIDA INTERNATIONAL TERMINAL LLC are due and payable no later than 30 days from invoice date. After (30) days, FLORIDA INTERNATIONAL TERMINAL, LLC can charge interest on said amount at the rate of eighteen percent (18%) per annum.

If payment has not been received within 60 days, FLORIDA INTERNATIONAL TERMINAL LLC reserves the right to withhold services to the delinquent party.

Any check returned for NON-SUFFICIENT FUNDS (NSF) or otherwise uncollectible, will be assessed a fee for each occurrence of \$100.00. Any company that has two (2) checks returned within a three-month period will be subject to cancellation of credit privileges. Cash payment will be required for companies for which check acceptance privileges have been cancelled.

ITEM 5. STORM PROTECTION:

Should the owner fail to provide such storm protection, FLORIDA INTERNATIONAL TERMINAL LLC is authorized to protect such cargo to the best of its ability considering time, conditions, and materials available against storm damage, completely without liability to FLORIDA INTERNATIONAL TERMINAL LLC. If so directed by owner of the terminal facility, the US Coast Guard or any other Government Regulatory Agency, charging the cost of this storm protection against the cargo interest.

ITEM 6. ALL SERVICES BILLED FOR:

When services are performed for which no specific charges are provided in this Tariff, billing shall be rendered as follows;

Materials and mechanical equipment - actual cost plus 10% labor - wage rates and minimum guarantees as per current Collective Bargaining Agreement plus Welfare, Pension, Vacation and GAI assessments, plus 25%; plus Insurance and Taxes.

ITEM 7. HEAVY LIFTS:

Charges will be determined by the equipment and labor required to handle heavy lifts.

Rates and services shall be quoted on request.

ITEM 8. LIMITATIONS OF LIABILITY:

FLORIDA INTERNATIONAL TERMINAL LLC for the services performed under this tariff, assumes no responsibility for loss of or damage to cargo and/or freight, within the facilities of the Port of Port Everglades.

Liability for damage, if incurred as a result of proven negligence by FLORIDA INTERNATIONAL TERMINAL LLC during handling, loading or unloading or storage on the terminal at any time, during or after applicable free time, shall not exceed \$500.00 per package or customary freight unit unless other arrangements have been made with FLORIDA INTERNATIONAL TERMINAL LLC, prior to the receipt of such cargo.

Rates and charges published in this tariff do not include cargo insurance of any nature.

A loaded container or loaded trailer will be considered as a single unit.

Except as may be caused by its own negligence FLORIDA INTERNATIONAL TERMINAL LLC, shall not be liable for any loss or damage to any cargo, container handled through its facilities resulting from fires, water, collapse of buildings, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, terrorist acts, insurrection, acts of government authorities, force majeure, or acts of God.

ITEM 9. WORK STOPPAGE:

FLORIDA INTERNATIONAL TERMINAL LLC is not responsible for any consequences or claims arising from any stoppage of work or delays occasioned by strike or any other cause beyond the control of FLORIDA INTERNATIONAL TERMINAL LLC.

ITEM 10. BILLING COMPENSATION:

FLORIDA INTERNATIONAL TERMINAL LLC, may, at their option, compensate carriers' agent for billing and/or collection of Terminal Charges only.

ITEM 11. EXCLUSIONS:

Any commodity or item not included in this tariff may be covered by special arrangement with shippers or consignees.

RULE: 34.4 - MISCELLANEOUS SERVICES AND CHARGES:

Effective November 1, 2009
Filing Codes A-C-I-R

ITEM 1. DEMURRAGE:

Demurrage is the charge assessed against IMPORT and EXPORT containers remaining in open yard storage after the expiration of Free Time period unless, prior arrangements have been made with the Terminal Operator for such storage of Full containers. FREE TIME begins at 7:00 A.M. on the first working day after placement in the terminal.

ITEM 2. EMPTY CONTAINER STORAGE:

Storage formula is based on the monthly total of empty TEU's times TEN (10) to determine the allowable free days. Allowable free days will be deducted from the total TEU container days to determine chargeable storage days. The chargeable container days will be assessed at the rate of \$1.00 per TEU.

ITEM 3. FULL CONTAINER STORAGE:

a. Free Time Period:

Export Containers

Dry 7 Calendar Days

Running Reefer 2 Working Days

Export automobiles consolidated in containers 15 Calendar Days

Import Containers Dry 5 Working Days

Running Reefer 2 Working Days - A

b. Demurrage Charges: PER CALENDAR DAY

(i) Export Containers:

Dry 8-15 Calendar Days \$10.00 per TEU
Over 15 Calendar Days \$20.00 per TEU - C
Reefers over 2 working days \$25.00 per TEU

(ii) Import Containers:

Dry 6-10 Calendar Days \$15.00 per TEU
11-15 Calendar Days \$30.00 per TEU - C
Over 15 Calendar Days \$45.00 per TEU - C

Reefers over 2 working days \$40.00 per TEU - A

c. Any demurrage accrued due to Customs or Agricultural holds are for the account of the Cargo.

d. Multiple Container Rule:

Applicable only on dry import containers, provided all such containers are from one hipper to one consignee, one port of loading to one port of discharge on one vessel, on one bill of lading, and at least ten (10) containers are removed from the terminal within the free time period as defined in ITEM 2 (a) above. The steamship line must advise FLORIDA INTERNATIONAL TERMINAL, LLC, in writing prior to discharge with a copy of the bill of lading.

Extra Free Time (Calendar Days)

11 to 12 containers inclusive 1 day
13 to 14 containers inclusive 2 days
15 to 16 containers inclusive 3 days
17 to 18 containers inclusive 4 days
19 to 20 containers inclusive 5 days
21 to 22 containers inclusive 6 days
23 to 24 containers inclusive 7 days
25 containers and over by arrangement

ITEM 4. INSPECTION SERVICES:

1. P.P.Q. Inspection

- a. Unstack/set down/inspect/restack \$100.00 per Box
- b. Unstack/dray to platform/return restack \$145.00 per Box Plus \$20.00/Day chassis rental

2. U.S. Customs Inspection CET/TET Dray to Free Trade Zone Building A or Building E, or any location within the Free Trade Zone - C

\$145.00 per Box Plus \$20.00/Day chassis rental

3. Inspection by U.S. Coast Guard or other government agencies in the yard of empty or loaded containers includes unstacking/grounding and restacking:

- Loaded Import Container \$70.00 per Box - A
- Loaded Export Container \$70.00 per Box - A
- Empty Container \$30.00 per Box

4. Fumigation Dray to fumigation area & return includes unstacking/stacking

\$160.00 per Box Plus \$20.00/Day chassis rental - A

5. U.S. Customs Inspection Dray to building 29 or other designated on Port areas designated by US Customs and Border Protection for the purpose of VACIS or X-Ray exam

\$160.00 per box plus \$20.00/day chassis rental - A

6. Empty Container Inspection for Survey/Repair

\$15.00 per move down or up

7. LQV Ground Loaded Container \$145.00 - I

ITEM 5. CONTAINER SERVICES:

1. Transshipment containers unstack/dray/restack/TIR preparation \$25.00 per Box charge to first and second carrier.

2. Offhire Containers

If specific container required One gate charge if arrangement made prior to vessel discharge, otherwise \$15.00 per container move to make requested unit available.

3. Reefer container monitoring "As per arrangement"

4. Drayage on Port \$70.00 per Box each way with One hour allowance. \$70.00 per hour or part thereof, waiting time charge. - A

a. On Port Drayage Chassis Fee \$20.00 per Box

5. Redeliveries

Two gate charge. No Free Time.

6. Late gate charge

(Container Yard)

5:00-6:00 PM \$560.00 per hour for Steamship Lines - C

5:00-6:00 PM \$650 per hour for Third Party Customers - I

6:00-7:00 PM (Meal Hour) Double Prevailing Rate

7:00-9:00 PM (2 hour minimum Guarantee) at above rate - C

7. SECURITY FEE:

Per Gate Move \$5.00 - A

8. Hazardous Placards \$15.00 - A

9. Container Seals \$25.00 per seal supplied

10. Scale Fee \$10.00 - A

11. Roll Over Fee for Export Containers (LOADED & EMPTY) - C

Containers received for one specific vessel but not loaded or loaded onto a different vessel, will be billed to the carrier as follows:

Rollover Fee	with handling	\$70.00 each – I
	Without handling	\$60.00 each – I
12. High Value Cargo Report		\$25.00 each – I
13. TIR/EIR Research & Documentation		\$25.00 each – I
14. Photographs		\$5.00 each - I

RULE: 34.5 - GATE CHARGES

Effective November 1, 2008
 Filing Codes A

Charge per gate move \$65.00 per gate move

RULE: 34.6 - REFRIGERATED CONTAINERS

Effective: October 05, 2006

Filing Codes: A

SPOTTING EMPTY REEFERS FOR PRE-TRIP AT ELECTRIC HOOK-UP.

A. GROUNDED REEFERS:

Includes un-stacking of empty reefer and grounding at reefer lot (Does not include hook-up, monitoring and disconnect of containers). \$35.00 each.

B. MOUNTED REEFERS:

Includes un-stacking and mounting on Lines chassis. \$50.00 each.

C. REEFER POWER:

Per 24 hours or part thereof \$38.50 per container.

RULE: 34.7 - AUTO YARD SERVICES AND CHARGES:

Effective November 1, 2009
Filing Codes A

A. AUTO YARD RATES:

1. Automobiles and pick ups \$40.00 each.
2. Auto rehandling within FLORIDA INTERNATIONAL TERMINAL, LLC \$10.00 each.
3. Auto rehandling to other terminals
 - a. Handling out \$34.20 each.
 - b. 2. Drayage within the port \$50.00 each.
4. Boats (on cradles/trailers):
 - a. Up to 25 feet \$10.00 per foot. - A
 - b. Over 25 feet By Arrangement. - A
 - c. Boat cradles (Removal) \$500.00 each.
5. Busses, Trucks, Tractors and Heavy self-Propelled Units:
 - a. 10,001 to 30,000 lbs. \$150.00 each
 - b. 30,001 to 50,000 lbs. \$200.00 each
 - c. 50,001 to 80,000 lbs. \$225.00 each
 - d. Over 80,001 lbs. By Arrangement
6. Self Propelled Units Drayage:
 - a. Within Port \$100.00 each
7. Non-Self Propelled Units:
 - a. House Trailers \$290.00 each

8. Non-Self Propelled Units Drayage:

- a. Within the Port By Arrangement

9. Redeliveries (Auto Yard):

- a. Any redeliveries will be charged a second handling rate.

10. Stuffing/Stripping (AUTOS)**

- a. \$350.00 per Auto

** Includes Lashing Material

- b. More than Ten (10) Autos \$250.00 per Auto

** Includes Lashing Material

11. Stuffing/Stripping Flat Racks

- a. By Arrangement.

12. Vehicle Storage Charge \$10.00 per

- a. A vehicle received for export calendar day and prior to export, is "Stored" on the terminal for a period longer than 45 calendar days will be charged storage at the rate of \$10.00 per calendar day, retroactive to the day of receipt.

RULE: 34.8 - CONTAINER FREIGHT STATION:

Effective: November 1, 2008

Filing Codes: E

- a. Florida International Terminal, LLC does not offer CFS services.