



Terminal Tariff

Effective November 21, 2016

FMC Organization No.: 019644

SCHEDULE OF MISCELLANEOUS SERVICES

RATES AND FEES

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RULE 1 - SCOPE

Effective November 21, 2016
Filing Codes

SCOPE:

The services, rules, charges, and terms and conditions set forth in this tariff (the “Tariff”) apply to all water carriers/vessels calling at the Terminal, including carriers not included in the definition of “common carrier” under the Shipping Act of 1984, as amended, as well as all cargo moving via the Terminal (as hereinafter defined), unless prior arrangement has been made with FLORIDA INTERNATIONAL TERMINAL, LLC. (“FIT”) The terms of this Tariff are enforceable as provided in the Shipping Act of 1984 as amended.

RULE 2 - ABBREVIATIONS, SYMBOLS

Effective: November 21, 2016
Filing Codes:

Abbreviations:

Cu.Ft. or CFT -	Cubic Foot (Feet)
NOS -	Not Otherwise Specified in this tariff
CWT -	100 Pounds
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
LCL -	Less than Container Load (loose cargo).
NO. -	Number
E.I.R. -	Equipment Interchange receipt

T.I.R -	Terminal Interchange receipt
AQI -	Customs and Border Protection – Agriculture Quarantine Inspection
FTZ -	Free Trade Zone (Port Everglades District)
CET -	Customs and Border Protection (“CBP”) -Contraband Enforcement Team
PPQ -	CBP Plant Protection & Quarantine
TET -	CBP Trade Enforcement Team
LQV -	CBP Limited Quantity Verification

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 3 - DEFINITIONS

Effective November 21, 2016
 Filing Codes

“Auto” means any Car, SUV, or Pickup truck.

“Cargo Interest” means the owner of the goods or its agent and/or the person(s) named as shipper and/or consignee on the ocean carrier’s bill of lading and/or their respective agent(s).

“Chassis” means a wheeled trailer used to transport a Container.

“Container” means a fully enclosed, reusable freight container of rectangular configuration, used for the repeated shipping of smaller packages or bulk material, capable of being handled in transit as a unit, and in compliance with ISO standards.

“Demurrage” means the charge assessed against Import and Export Containers

remaining under Terminal Operator care, custody & jurisdiction after the expiration of Free Time.

“Export” means cargo originating inside the United States and leaving United States commerce via the Terminal.

“Free Time” means the amount of time cargo is permitted to remain on the Terminal free of charge.

“Holiday” means the following holidays, which are observed as per I. L. A. contract:

New Year's 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

* Indicates a no work day

When any of the foregoing holidays falls 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.

“Import” means cargo originating outside of the customs territory of the United States and entering U.S. commerce via the Terminal.

“Ocean Carrier” means the entity responsible for transporting a Container.

“Port” means Port Everglades.

“Receiving/Delivering” means the physical handling of a Container and/or Chassis, loaded or empty, from/to an inland carrier to/from a designated point of rest on the Terminal, and includes equipment inspection and EIR processing.

“Recognized Working Hours” means the normal working hours from 8:00 A. M. to 12:00 (noon) and from 1:00 P.M. to 5:00 P.M., Monday through Friday. Saturdays, Sundays and I.L.A. contract Holidays are excluded. On normal weekdays, the Terminal gate will close at 16:30 hours in order to guarantee processing of all truckers in the yard.

“Terminal” means the physical terminal facility operated by FIT.

“Terminal Operator” means FIT.

“Terminal Services” means the services provided to a vessel and/or cargo interest by FIT.

“Vehicle” means Autos and any other rolling stock.

RULE 4 -- CHARGES, INVOICES, and CREDIT TERMS:

Effective Date November 21, 2016

Filing Codes

1. Charges

All charges will be assessed against either the Ocean Carrier and/or its authorized agent or the Cargo Interest and/or its authorized agent. Charges will be assessed in accordance with the terms of this Tariff. Where Cargo Interest has not made arrangements with FIT or has failed to make payment to FIT in a timely manner, FIT shall be entitled to all remedies available to it in law or equity and shall, in addition to any and all such remedies, be entitled to require Cargo Interest to pay for Terminal Services in advance and/or to decline to provide Terminal Services to Cargo Interest. When any type of Terminal Services are required other than during Recognized Working Hours, arrangements must be made with FIT in advance.

In the event FIT renders services for which no specific charges are provided in this Tariff, rates will be set by mutual agreement between FIT and the requesting party.

2. Invoices

All invoices for services rendered by FIT are due and payable no later than 30 days from invoice date. After (30) days, FIT shall charge interest on said amount at the rate of eighteen percent (18%) per annum.

If payment has not been received within 60 days, FIT reserves the right to withhold services to the delinquent party, as well as to any persons to whom the delinquent party is providing service.

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.

At the option of FIT, charges for any services rendered hereunder may be billed and/or collected on behalf of FIT by an Ocean Carrier or its agent. FIT may compensate any Ocean Carrier or agent billing and/or collecting on behalf of FIT as they may agree from time to time.

3. Credit Terms

Persons wishing to obtain credit shall complete a credit application provided by FIT. FIT may grant or deny credit based on its determination of creditworthiness of the applicant. FIT reserves the right to reduce or revoke credit due to non-payment, late payment, or any other reason whatsoever.

Rule 5: GENERAL RULES

Effective Date November 21, 2016

Filing Codes

1. Access to Terminal

All persons seeking access to the Terminal shall be required to present a valid Transportation Worker Identification Credential (“TWIC”). While on the Terminal, all persons shall follow the terms of this Tariff, any tariff published by Port Everglades, and the instructions of the employees of the Terminal or other lawful authorities, and shall operate in a safe and lawful manner and shall not interfere with the lawful operations of FIT, the Terminal or other persons. FIT reserves the right to require any person that it considers to be a security risk or a risk to the safe and efficient operation of the Terminal to leave the Terminal and/or to deny future access to such person(s). FIT at its own discretion reserves the right to revoke access to the Terminal to any person(s) for failure to obey posted traffic and safety rules and regulations.

2. Storm Protection

In the event of the receipt by FIT of advance warnings that storms of hurricane intensity are expected to pass over or near the Terminal, the Ocean Carrier and/or Cargo Interest of all cargo stored in the open areas are required to take protective measures by removing the cargo from the Terminal. Should the Ocean Carrier and/or Cargo Interest fail to provide such storm protection, and if FIT is so directed by the Port and/or the United States Coast Guard or any other governmental authority, FIT will protect such cargo against storm damage to the best of its ability considering time, conditions, and materials available, completely without liability to FIT, and shall charge the cost of this storm protection on a pro-rata basis to the Ocean Carrier(s).

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RULE 6: LIMITATIONS ON RESPONSIBILITY AND LIABILITY OF FIT

Effective Date November 21, 2016

Filing Codes

1. Force Majeure

FIT is not responsible for any consequences or claims (including but not limited to loss of or damage to cargo or equipment) arising from any cause beyond its control including, but not limited to, stoppage of work or delays occasioned by strike, slowdown or lockout, weather, flood, acts of God or public authorities, war, terrorist act, embargo, fire, or any other similar cause.

2. Limitation of Liability

FIT's liability for loss of or damage to cargo or equipment, and/or injury to persons or other property, shall be limited to circumstances in which such loss, damage or injury is proven to have been caused by FIT's negligence. In such instances, FIT's liability for loss of or damage to cargo shall not exceed \$500.00 per package or customary freight unit unless other arrangements have been made with FIT prior to the receipt of such cargo. For purposes of this rule, a loaded container or loaded trailer will be considered as a single unit.

3. Insurance

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

RULE 7: TERMINAL SERVICES AND CHARGES

Effective Date November 21, 2016

Filing Codes

1. General

Any service or facility not expressly addressed in this Tariff may be covered by a special arrangement between FIT and the person to whom the service or facility is to be provided.

2. Heavy Lift

Charges will be determined by the equipment and labor required to handle heavy lifts. Rates and services shall be quoted on request.

“Heavy lift” means any non-containerized cargo, the dimensions of which extend beyond the standard dimensions of an ISO container, or any containerized or non-containerized cargo, the weight of which exceeds the weight limit for over the road trucks.

3. Free Time and Demurrage on Loaded Containers

(a) Free Time begins at 7:00 A.M. on the first working day after placement of the cargo in the Terminal. Import and Export Containers shall be allowed Free Time as follows:

Export Containers

Dry: 7 Calendar Days

Running Reefer: 2 Working Days

Automobiles consolidated in containers: 15 Calendar Days

Import Containers

Dry: 5 Working Days

Running Reefer: 2 Working Days

Additional free time will be allowed a large volume of dry import

Containers only, under the following terms and conditions: all Containers must be moving from one shipper to one consignee and from one port of loading to one port of discharge on one vessel and on one bill of lading, and at least ten (10) Containers must be removed from the Terminal within the Free Time period set forth above. In order for dry import Containers to qualify for this additional Free Time, the Ocean Carrier must advise FIT 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

(b) Demurrage Charges

Upon expiration of Free Time, the following Demurrage charges shall be payable by the Cargo Interest for each calendar day or portion thereof the Container remains on the Terminal:

(i) Export Containers:

Dry - 8-15 Calendar Days	\$25.00 per TEU (I)
Over 15 Calendar Days	\$45.00 per TEU (I)
Reefers - over 2 working days	\$40.00 per TEU (I)

(ii) Import Containers:

Dry - 6-10 Calendar Days	\$30.00 per TEU (I)
11-15 Calendar Days	\$55.00 per TEU (I)
Over 15 Calendar Days	\$85.00 per TEU (I)
Reefers - over 2 working days	\$55.00 per TEU (I)

Any Demurrage accrued due to Customs or agricultural holds are for the account of the Cargo Interest.

4. Free Time and Demurrage On Empty Containers

Storage formula is based on the monthly total of empty TEU's multiplied by TEN (10) to determine the allowable free days. Allowable free days will be deducted from the total TEU container days in a month to determine chargeable storage days. The chargeable container days will be charged to the Ocean Carrier at the rate of \$2.00 per TEU. (I)

5. Gate Charges

(a) A standard charge of \$75.00 per gate move shall be payable by the Ocean Carrier for moves during normal gate hours. (I)

(b) For gates moves occurring outside of Recognized Working Hours, the following late gate charges shall be payable by the requesting party:

- a) 5:00-6:00 PM \$800.00 per hour for Ocean Carrier (I)
- b) 5:00-6:00 PM \$850.00 per hour for Cargo Interest (I)
- c) 6:00-7:00 PM (Meal Hour) Double Prevailing Rate
- d) 7:00-9:00 PM (2 hour minimum Guarantee) at the above “a” or “b” applicable) rate

(c) A security fee of \$9.00 per gate move, payable by the Cargo Interest, shall be assessed on all gate moves. (I)

6. Container Services/Fees

(a) In order to comply with applicable OSHA and United States Department of Labor regulations and new IMO requirements, all Export Containers entering the Terminal will be weighed. A scale fee of \$15.00 per Container, payable by the Cargo Interest and/or its agent(s), shall be assessed for this service.

(b) Upon request, FIT will provide or remove hazardous placards. The charge shall be \$25.00 per placard supplied and \$25.00 per placard removed, payable by the Cargo Interest. (I)

(c) Upon request, FIT will provide container seals for a charge of \$25.00 per seal supplied, payable by the Cargo Interest.

(d) A charge of \$50.00 per Container shall be payable by each inbound and outbound Ocean Carrier(s) of any Container being transshipped via the Terminal to cover the cost of unstacking/draying/restacking/TIR preparation. (I)

(e) Off-hire Containers

If a specific off-hire Container is required, a single gate charge shall be assessed to the Ocean Carrier if arrangements to pick up the Container are made prior to vessel discharge. Otherwise, a charge of \$30.00 per Container moved shall be assessed to the Ocean Carrier in order to cover the cost of making the requested unit available. (I)

(f) Drayage

Except when drayage charges are set forth elsewhere in this Tariff (e.g., in connection with inspection services), drayage within the Port shall be provided at the rate of \$130.00 per Container each way, with a maximum one hour allowance. If the one hour allowance is exceeded, any additional waiting time shall be assessed at the rate of \$130.00 per hour or part thereof. (I)

(g) Chassis Fee

When a Chassis is provided for use in on-port drayage, a fee of \$25.00 per day per Container, payable by the Cargo Interest, shall be applicable. (I)

(h) Redeliveries

A second gate charge shall be due if a Container is received at the Terminal for Export and is ultimately withdrawn from the Terminal by the shipper. No Free Time shall be allowed with respect to that Container.

(i) Roll Over Fee for Export loaded Containers

Containers received at the Terminal for one specific vessel but not loaded or loaded onto a different vessel, will be assessed the following charge, payable by the Ocean Carrier:

Rollover Fee with handling	\$95.00 per Container (I)
Without handling	\$65.00 per Container (I)

(j) High Value Cargo Report

\$75.00 for each Container that requires a high value cargo report, payable by the Cargo Interest. (I)

(k) TIR/EIR Research & Documentation

\$30.00 for each Container, payable by the Ocean Carrier (I)

(l) Photographs \$5.00 each, payable by Cargo Interest

(m) Drop weighing Containers \$110.00 each, payable by Ocean Carrier (Import or Export) (I)

(n) Re-Export due to Governmental Rejection \$110.00, payable by Ocean Carrier (I)

(o) Facilitation of Independent Surveyor Inspection \$110.00, payable by Ocean Carrier (I)

7. Refrigerated Container Services

(a) Upon request of the Ocean Carrier or Cargo Interest, FIT will spot empty reefer Containers for pre-trip at the electric hook-up. The following charges, payable by the Ocean Carrier, shall apply for this service:

GROUNDING REEFERS: \$42.00 per Container (includes un-stacking of empty reefer and grounding at reefer lot (Does not include hook-up, monitoring and disconnecting of Containers). (I)

MOUNTED REEFERS: \$52.00 per Container (includes un-stacking and mounting on Ocean Carrier's chassis (does not include hook-up, monitoring and disconnecting of Containers) (I)

(b) Any reefer Container (loaded or empty) connected to electrical power on the Terminal shall be subject to a charge of \$42.00 for each 24-hour period (or portion thereof) it is connected to electrical power, payable by Ocean Carrier. (I)

(c) FIT does not provide monitoring of operating reefer containers as part of its normal services. Persons wishing to have reefer containers monitored must make individual arrangements with FIT.

8. Inspection Related Services

Loaded and empty containers are frequently subject to inspection by one or more government agencies. When the following services are provided in connection with such inspections, the charges shown shall apply and be payable by the Cargo Interest:

(a) P.P.Q. Inspection

- a. Unstack/set down/inspect/restack \$130.00 per Container (I)
- b. Unstack/dray to platform/return restack \$185.00 per Container, plus \$25.00/day or part thereof Chassis rental (I)

(b) U.S. Customs Inspection CET/TET Dray to Free Trade Zone Building A or Building E, or any location within the Free Trade Zone

\$185.00 per Container, plus \$25.00/Day Chassis or part thereof rental (I)

(c) 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

\$185.00 per Container, plus \$25.00/day or part thereof Chassis rental (I)

(d) 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 or Export Container-	\$105.00 per Container (I)
Empty Container -	\$35.00 per Container (I)

(e) Fumigation Dray to fumigation area & return includes un- stacking/stacking of containers in the Terminal.

\$185.00 per Container, plus \$25.00/day or part thereof Chassis rental (I)

\$180.00 per Container for in yard fumigation. (I)

(f) Empty Container Inspection for Survey/Repair

\$20.00 per move down or up (I)

(g) LQV Ground Loaded Container \$185.00 (I)

RULE 8: AUTO YARD SERVICES/CHARGES

Effective Date: November 21, 2016

Filing Codes

The following charges shall apply to the services described below and shall be payable by the Ocean Carrier, unless otherwise indicated:

1. Receiving/Delivering Automobiles and pick up trucks (“Autos”) -- \$65.00 per vehicle. (I)

2. Auto rehandling within Terminal -- \$15.00 per vehicle. (I)

3. Auto rehandling to other terminals

a. Handling out -\$40.00 per vehicle(I)

b. Drayage of Autos within the Port -- \$55.00 per vehicle (I)

4. Receiving/Delivering Boats (on cradles/trailers):

a. Up to 25 feet \$10.00 per foot.

b. Over 25 feet by arrangement.

c. Boat cradles (removal) \$600.00 each. (I)

5. Receiving/Delivering Busses, Trucks, Tractors and Heavy Self-Propelled Units :

- a. 10,001 to 30,000 lbs. \$200.00 per vehicle/unit (I)
- b. 30,001 to 50,000 lbs. \$225.00 per vehicle/unit (I)
- c. 50,001 to 80,000 lbs. \$250.00 per vehicle/unit (I)
- d. Over 80,001 lbs. by arrangement

6. Drayage of Busses, Trucks, Tractors and Heavy Self Propelled Units:

- a. Within Port \$125.00 per vehicle/unit(I)

7. Receiving/Delivering Non-Self Propelled Units:

- a. House Trailers - \$300.00 each
(I)

8. Drayage of Non-Self Propelled Units:

- a. Within the Port - by arrangement

9. Redeliveries (Auto Yard):

- a. Any Auto or other vehicle/unit that is received at the Terminal for export and is withdrawn from the Terminal by the shipper will be assessed two (2) applicable gate charges with no Free Time allowed.

10. Stuffing/Stripping (Autos)**

- a. \$375.00 per Auto (I)
** Includes lashing material
- b. More than Ten (10) Autos - \$275.00 per Auto (I)
** Includes lashing material

11. Stuffing/Stripping Flat Racks

- a. By arrangement.

12. Vehicle Storage Charge

- a. A vehicle that is on the Terminal shall have 30 days Free Time.
Thereafter, a storage fee at the rate of \$15.00 per calendar day shall be

payable by the Cargo Interest.

b. No Free Time on Export redeliveries.

13. Mechanical assistance for ro-ro cargo: \$82.50 an hour, payable by the Cargo Interest (I)

RULE 9: CONTAINER FREIGHT STATION (“CFS”) SERVICES

Effective Date November 21, 2016

Filing Codes

FIT offers CFS services upon request, on terms and conditions to be agreed upon.