



**Terminal Tariff**

**Effective October 5th, 2022**

**FMC Organization No.: 019644**

**SCHEDULE OF MISCELLANEOUS SERVICES**

**RATES AND FEES**

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## **RULE 1 - SCOPE**

Effective                    October 5th, 2022

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), and any and all other use of the wharves, facilities, and/or services at the Terminal, 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: October 5th, 2022

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

## **RULE 3 - DEFINITIONS**

Effective                    October 5th, 2022  
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 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/President’s Day  
Good Friday  
National Memorial Day  
Independence Day\*  
I.L.A. Day (straight time on Terminals)  
Labor Day\*

Columbus Day  
Veteran's Day  
T. W. Gleason's Birthday (straight time on Terminals)  
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. It is up to FIT’s discretion to have the Terminal operational at times different than normal working hours.

“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      October 5th, 2022

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 the Ocean Carrier, Cargo Interest and/or their respective authorized agents have not made arrangements with FIT, or have 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 the Ocean Carrier, Cargo Interest or their authorized agents, as applicable, to pay for Terminal Services in advance and/or to decline to provide Terminal Services to such party or parties. 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 thirty (30) days from invoice date. FIT shall charge interest on the outstanding amount of any invoice that remains unpaid from and after the thirtieth (30<sup>th</sup>) day after the applicable invoice date at the rate of eighteen percent (18%) per annum, and all reasonable costs and fees of collection (including reasonable attorneys' fees and expenses) shall added to all such past due amounts and shall be due and payable to FIT.

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.

### 4. Convenience Fee

Customers may use any type of payment for the services rendered by FIT and a convenience fee of 4% over the total amount charged shall be applied, with the exception of payments made by ACH, Wire Transfer, Company Check, or via eModal.

Payments made via the eModal platform will be subject to a 5.5% Platform Processing Fee.

### 5. Lien

Use of the Terminal or any Terminal Services shall give rise to an express lien and security interest in favor of FIT against the container, chassis, cargo, and/or any other tangible property whatsoever (the "Collateral"). FIT shall have a possessory lien and security interest on Collateral located in the Terminal or other areas outside the Terminal under FIT's control. FIT may exercise its lien and security interest to satisfy (and such lien and security interest is granted in order to secure) any unpaid obligations whatsoever, whether such obligations arise with respect to cargo currently in FIT's possession, past due amounts rendered for services unrelated to cargo currently in FIT's possession, or otherwise. FIT may sell the contents of a container or any cargo to satisfy unpaid obligations, including any internal administrative or outside legal costs of FIT, in any case, with or without prior notice

to the applicable merchant, Cargo Interest, vessel owner or operator, Ocean Carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, or any agent, contractor or representative of the aforementioned persons.

## **Rule 5: GENERAL RULES**

Effective Date      October 5th, 2022

### 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 Ocean Carrier(s) per the man hour rates outlined in Rule 10, section 3.

#### 3. Other Instances of Cargo Protection

In the event that cargo is at risk of damage, such as during a power outage, FIT will protect such cargo against 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 protection on a pro-rata basis to the Ocean Carrier(s).

## **RULE 6: LIMITATIONS ON RESPONSIBILITY AND LIABILITY OF FIT**

Effective Date      October 5th, 2022

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, governmental acts, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, pandemic, epidemic, quarantine, governmental measures or acts in respect of any pandemic or epidemic, customs holds, agricultural holds, line holds, 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.

All claims against FIT must be filed with FIT within ninety (90) days from the receipt or delivery of the cargo by FIT and any suit against FIT must be instituted within one year from the date of receipt or delivery of such cargo by FIT. FIT shall not be liable for any consequential, special, incidental or punitive damages, expenses, lost profits, lost income, lost business, lost business opportunity, interruption of business, loss of use and/or loss of ability to use undamaged components or system parts, in connection with its performance of services or furnishing of facilities, regardless of whether such damages may have been foreseeable. Acceptance for use of any facility

owned or operated by FIT is recognition that the cargo landed on or contained in such facilities is at the risk and expense of the Cargo Interest and subject to this Tariff.

Any funds owed to FIT cannot be withheld to offset or satisfy claims against FIT for loss or damages.

### 3. Insurance

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

### 4. Waiver of Immunity.

Each Ocean Carrier, Cargo Interest, and/or their respective agents, in consideration for services performed at the Terminal, waives any defense of sovereign immunity or other statutory limitation of liability to charges, fees or damages sought to be recovered by FIT.

### 5. Undelivered Cargo or Equipment

Any cargo or equipment remaining in the Terminal for a period of time in excess of 60 days, without the prior written consent of FIT, shall be considered abandoned. Abandoned cargo or equipment shall be subject to sale by FIT in payment of all outstanding fees, costs and charges owed to FIT hereunder. FIT shall give at least ten (10) days' prior notice of such sale to the applicable customer to which FIT rendered services in connection with such cargo or equipment and, if known to FIT, the owner of record thereof. Any monies received in excess of the charges due will be returned to the person who demonstrates to FIT that such person holds valid title to the goods, if such person makes a claim to FIT within three months of the notice of sale; otherwise, such excess monies shall be retained by FIT.

## **RULE 7: TERMINAL SERVICES AND CHARGES**

Effective Date      October 5th, 2022

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

Out of Gauge Cargo Units (OOG): 2 Working Days (with or without assigned flat rack container)

#### Import Containers

Dry: 4 Working Days

Running Reefer: 2 Working Days

Out of Gauge Cargo Units (OOG): 2 Working Days (with or without assigned flat rack container)

(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 or Customs hold/care.

(i) Export Containers:

Dry - 8-15 Calendar Days	\$53.41 per TEU
Over 15 Calendar Days	\$111.18 per TEU
Reefers - over 2 working days	\$101.37 per TEU
Out of Gauge Units - over 2 working days	\$53.41 per TEU

(ii) Import Containers:

Dry - 5-9 Calendar Days	\$53.41 per TEU
10-14 Calendar Days	\$111.18 per TEU
Over 14 Calendar Days	\$140.61 per TEU
Reefers - over 2 working days	\$101.37 per TEU
Out of Gauge Units - over 2 working days	\$53.41 per TEU

Any container physically located within FIT's Terminal that accrues Demurrage 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, governmental acts, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, pandemic, epidemic, quarantine, governmental measures or acts in respect of any pandemic or epidemic, customs holds, agricultural holds, line holds, or any other similar cause, are for the account of the Cargo Interest. Demurrage calculation will exclude any days that a container is outside of FIT's premises.

#### 4. Free Time and Demurrage On Empty Containers

Storage formula is based on the monthly total of empty TEU's multiplied by Five (5) 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 \$5.45 per TEU.

#### 5. Gate Charges

(a) A standard charge of \$105.73 per gate move shall be payable by the Ocean Carrier for moves during normal gate hours.

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

- a) Overtime Hour - \$1,414.00 per hour for requesting party
- b) Meal Hour - Double Prevailing Rate
- c) 7:00-9:00 PM (2 hour minimum Guarantee) at the above "a" or "b" applicable) rate
- d) All gates on a Saturday, Sunday, or holiday have an 8 hour minimum guarantee

The numbers of container moves allowed per hour will be at the sole discretion of FIT. Terminal acceptance of cargo during late gate does not guarantee loading of the container on vessel. Vessel loading needs to be approved by Ocean Carrier. Cargo Interest is responsible for coordinating with Ocean Carrier.

(c) A security fee of \$22.89 per gate move, payable by the Cargo Interest, shall be assessed on all gate moves.



(d) Appointments: when a trucker or Cargo Interest book an appointment for receiving or delivering a container, no booking fee will be applied. If trucker or cargo interest does not show to the appointment, a charge of \$88.29 will be applied to the party that requested the appointment. In case of a late arrival to an appointment that was booked, FIT reserves the right whether to provide access to the terminal or not, and if access is granted, a charge of \$43.60 will be applied to the party that requested the appointment.

## 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 \$28.34 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 \$47.96 per placard supplied and \$47.96 per placard removed, payable by the Cargo Interest.

(c) Upon request, FIT will provide container seals for a charge of \$47.96 per seal supplied, payable by the Cargo Interest.

(d) A charge of \$111.18 per Container shall be payable by each inbound and outbound Ocean Carrier(s) of any Container being transhipped via the Terminal to cover the cost of unstacking/draying/restacking/TIR preparation.

(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 \$47.96 per Container moved shall be assessed to the Ocean Carrier in order to cover the cost of making the requested unit available.

(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 \$175.49 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 \$175.49 per hour or part thereof.

(g) Chassis Fee

When a Chassis is provided for use in on-port drayage, a fee of \$45.78 per day per Container, payable by the Cargo Interest, shall be applicable.

(h) Redeliveries

Charge for a container brought on terminal and subsequently removed from terminal without a throughput move will be \$327.00. 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	\$163.50 per Container
Without handling	\$109.00 per Container

(j) High Value Cargo Report

\$105.73 for each Container that requires a high value cargo report, payable by the Cargo Interest.

(k) TIR/EIR Research & Documentation

\$58.86 for each Container, payable by the Ocean Carrier

(l) Photographs \$54.50 each, payable by Cargo Interest

(m) Drop weighing Containers \$218.00 each, payable by Ocean Carrier  
(Import or Export)

(n) Re-Export due to Governmental Rejection \$140.61, payable by Ocean Carrier

(o) Facilitation of Independent Surveyor Inspection \$151.51, payable by Ocean Carrier

(p) A dig out fee of \$76.30 payable by the requesting party

(q) All Out of Gauge import and export containers requiring the use of an Over Height Spreader in the yard shall be assessed a fee of \$654.00 per container, payable by Ocean Carrier

(r) VIP handling of containers under different circumstances is available upon request. Terms and conditions to be agreed upon. A minimum charge of \$283.40 per container will apply, payable by the requesting party.

(s) Peel-off services are available upon request. The following charges will be applicable, payable by the requesting party:

- a) Block stack only at \$27.25 per container
- b) Block stack and dedicated gate lane at \$81.75 per container
- c) Other Peel-off features at terms and conditions to be agreed

(t) Swapping containers between chassis or trucker chassis will be assessed a fee of \$109.00 per container.

## 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: \$58.86 per Container (includes un-stacking of empty reefer and grounding at reefer lot (Does not include hook-up, monitoring and disconnecting of Containers)

MOUNTED REEFERS: \$70.85 per Container (includes un-stacking and mounting on Ocean Carrier's chassis (does not include hook-up, monitoring and disconnecting of Containers)

(b) Any reefer Container (loaded or empty) connected to electrical power on the Terminal shall be subject to a charge of \$58.86 for each 24-hour period (or portion thereof) it is connected to electrical power, payable by Ocean Carrier.

(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) Drayage to P.P.Q. Inspection

- a. Unstack/set down/inspect/restack \$175.49 per Container
- b. Unstack/dray to platform/return restack \$251.79 per Container, plus \$45.78/day or part thereof Chassis rental

(b) Drayage to U.S. Customs Inspection CET/TET Dray to any location within the Free Trade Zone

\$251.79 per Container, plus \$45.78/Day Chassis or part thereof rental

(c) Drayage to 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

\$251.79 per Container, plus \$45.78/Day Chassis or part thereof rental

(d) Drop down container for 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-	\$135.16 per Container
Empty Container -	\$53.41 per Container

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

\$251.79 per Container, plus \$45.78/day or part thereof Chassis rental  
\$239.80 per Container for in yard fumigation.

(f) Empty Container Inspection for Survey/Repair  
\$45.41 per move down or up

(g) LQV Ground Loaded Container  
\$246.34

(h) USDA inspection under new protocol

- a. Unstack/set down/inspect/restack \$251.79 per Container
- b. Unstack/dray to platform/return restack \$328.09 per Container, plus \$45.78/day or part thereof Chassis rental

(i) Opening and closing containers for a Government, such as AQI, LQV, tailgate inspection or per request of customer, per opening and closing on Straight Time.

\$163.50 per opening or closing, each

## 9. Vessel Services

(a) Stores gangs will be provided upon request at the following rates per gang hour, payable by the vessel operator

- a) \$793.52 per gang hour on straight time
- b) \$1190.28 per gang hour on overtime
- c) double the prevailing rate during a meal hour

## **RULE 8: AUTO YARD SERVICES/CHARGES**

Effective Date: October 5th, 2022

Filing Codes

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

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

Effective Date      October 5th, 2022

Filing Codes

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



## Rule 10: MISCELLANEOUS CHARGES

Effective Date      October 5th, 2022

Filing Codes

### 1. Administrative Services

(a) Preparation of ILA Royalty documents or tonnage/container assessment documents will be provided at a \$21.80 per document prepared

(b) Escorting of those not holding a valid TWIC or Port ID will be charged \$54.50 per hour, with a 4 hour minimum guarantee

### 2. Equipment Rental Schedule

(a) When not specifically included in the rate for another service, the following equipment rental rates per hour apply. Rates are for equipment only and exclude equipment operator.

Top Handler/Reach Stacker	\$218
Mules	\$44
Forklift	\$33

### 3. Labor Man Hour Rates and Storm Prep

(a) When FIT performs activity in which labor is not specifically included in an activity rate, labor will be charged per man hour, subject to any minimum labor guarantees at the following rates:

Straight Time	\$131
Overtime	\$196
Double Straight Time	\$262
Double Overtime	\$392

(I)

### 4. Safety Violations

(a) Safety violations will be tracked by FIT per the person committing the violation. That person's employer will be charged a fee per violation per the

following schedule:

1 <sup>st</sup> Violation	\$50
2 <sup>nd</sup> Violation	\$100
3 <sup>rd</sup> Violation	\$250

A 3<sup>rd</sup> Violation will also result in a lifetime ban from FIT for the responsible person (I)

### 5. Fuel Surcharge

A fuel surcharge will apply when the price of diesel fuel exceeds \$3.00 per gallon based on the price listed on the Energy Information Administration for Lower Atlantic (<https://www.eia.gov/petroleum/gasdiesel/>).

The rate will be reviewed Monday mornings and the surcharge will apply to all invoicing for the activity that occurs for the next 7 working days.

The surcharge will be assessed to all loading and discharge vessel moves as a percentage of the lifting rate for that move per the following schedule:

<b>Diesel Price</b>	<b>Fuel Surcharge Percentage</b>
Equal to \$3.00 and less than \$3.50	2.00%
Equal to \$3.50 and less than \$4.00	3.00%
\$4.00 and Over	4.00%