

PORT OF ASTORIA
TERMINAL TARIFF No. 11

Publishing Rates, Charges, Rules &
Regulations for Terminal Services Performed
at:

PORT OF ASTORIA

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SYMBOLS & ABBREVIATIONS

\$	U.S. Dollars	MHR	Man Hour Rate
Ⓕ	Square Feet	Min.	Minimum
+ / -	Addition / Subtraction	Misc.	Miscellaneous
A	Increase	No.	Number
BM	Board Measure	NOS	Not Otherwise Specified
C	Change	OT	Overtime
Cont'd	Continued	Pkg.	Package
Dkg	Decking	POA	The Port of Astoria
FBM	Foot Board Measure	R	Reduction
Hdlg.	Handling	ST	Straight Time
ILWU	International Longshore & Warehouse Union	T.	Ton (2,000 lbs)
Kgs.	Kilograms	Term'l	Terminal
Ldg.	Loading	Unldg.	Unloading
LOA	Length Overall	Viz.	Namely
LF	Linear Feet	Whfg	Wharfage

METRIC CONVERSION TABLE

Measure	Metric Equivalent	Measure	English Equivalent
1 lb.	0.4536 kilograms	1 kilogram	2.2046 lbs.
1 ton	907.2 kilograms	1,000 kilograms	2204.6 lbs.
1 inch	2.54 centimeters	1 centimeter	0.3937 inches
1 foot	0.3048 meters	1 meter	39.37 inches
1 yard	.9144 meters	1 cubic meter	35.314 cubic feet
1 cubic foot	0.0283 cubic meters	1 liter	0.264172 gallons
40 cubic feet	1.1327 cubic meters		
1 gallon	3.7854 liters		

Kilograms to Pounds.....	Multiply Kilograms by 2.2046
Pounds to Kilograms.....	Divide Pounds by 2.2046
Cubic Meters to Cubic Feet.....	Multiply Cubic Meters x 35.314
Cubic Feet to Cubic Meters.....	Multiply Cubic Feet x 0.0283
Feet to Meters.....	Multiply Feet x 0.3048
Meters to Feet.....	Multiply Meters x 3.281
Gallons to Short Tons (water)	Multiply Gallons x .00417

DEFINITIONS

Contract of Affreightment – Tariff, charter party, ocean rate or any other arrangements under which a vessel transports cargo.

Direct Transfer - The handling of cargo direct between open cars and vessels from ship's gear or by mechanical equipment under rental from POA.

Dockage – The charges assessed against an ocean vessel for berthing at a wharf, piling, structure, pier, bulkhead structure or bank, or for mooring to a vessel so berthed.

Free Time – The period during which cargo may occupy space assigned to it on the terminal facilities free of terminal storage charges, immediately prior to the loading of a vessel or subsequent to the discharge of such cargo off the vessel.

Freight Handler – Any person, firm or corporation engaged in the handling of freight on the wharves of the terminal company beyond end of ship's tackle, whether such person, firm or corporation acts in the capacity of "Stevedore" or "vessel operator" or "agent".

Handling Charge – The charge made against any vessels, their owners, agents or operators for physically moving cargo from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle and includes ordinary sorting, breaking down and stacking.

Holiday and Weekend Labor – Pay rate for labor performed between the hours of 17:01 Friday to 07:59 Monday; labor performed on any holiday as defined in this Tariff.

Holidays – Whenever reference is made to "holidays", it shall mean the following days:

New Year's Day – January 1st *

M.L. King Jr. Birthday – Third Monday in January

Lincoln's Birthday – February 12th

President's Day – Third Monday in February

Cesar Chavez' Birthday – March 31st

Memorial Day – Last Monday in May

Independence Day – July 4th *

Harry Bridges' Birthday – July 28th

Labor Day – First Monday in September

Columbus Day – Second Monday in October

Veteran's Day – November 11th

Thanksgiving Day – Fourth Thursday in November

Day after Thanksgiving - Fourth Friday in November

Christmas Eve – December 24th *

Christmas Day – December 25th *

New Year's Eve – December 31st

* When the holiday falls on a Saturday or Sunday, the business day prior to or following the actual holiday will be observed.

Loading & Unloading – The service of loading or unloading unitized cargo from or into highway trucks, trailers, railcars or other modes of surface transportation.

Overtime Labor – Pay rate for labor performed between the hours of 00:00 and 07:59 Tuesday through Friday; labor performed between the hours of 17:01 and 23:59 Monday through Thursday.

Port of Astoria (POA) – The Port of Astoria, as well as any and all its employees, servants, agents and/or independent contractors.

Service & Facilities Charge – A charge that is assessed for loading and/or discharge of cargo at POA, for the use of terminal working areas in the receipt and delivery of cargo to and from vessels or barges and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer from:

- (1) Vessels to consignee, their agents or connecting carriers
- (2) Shippers, their agents or connecting carriers to vessels

Straight Time Labor – Pay rate for labor performed between the hours of 08:00 and 17:00, Monday through Friday.

Transient Mooring – Moorings used on a temporary basis by visiting boats.

Wharf Demurrage – A charge assessed against freight remaining in or on POA terminals after the expiration of free time unless arrangements have been made for storage.

Wharfage – A charge assessed against all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf, piling structure, pier bulkhead structure or bank, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of the above named facilities and does not include charges for any other service. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cars, trucks, drays or river carriers is eventually loaded on vessels.

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
100	<p style="text-align: center;"><u>APPLICATION OF TARIFF</u></p> <p>Notice to the Public: This Tariff, published by POA, is notice to the public, to shippers, to consignees and to carriers that the rates, charges, rules and regulations apply to all traffic without specific notice, quotation to or (excepting as may hereinafter be specified) arrangement with shippers or carriers.</p> <p>Tariff Effective: The rates, charges, rules and regulations named in this Tariff, additions, revisions or supplements thereto shall apply on all freight received at the terminals or wharves of POA on and after the effective date of this Tariff or effective dates of additions, revisions or supplements thereto.</p> <p>Rates Subject to Change: Rates for services involving labor being predicated upon current wage paid labor for straight time under ordinary labor and traffic conditions, they are subject to change without notice when costs of such services are increased by demands for higher wages, labor strikes, congestions, or other conditions not reasonably within the control of POA.</p> <p>Use of Terminals Deemed Acceptance of Tariff: Use of the wharves or the terminal facilities of POA shall be deemed an acceptance of this Tariff and the terms and conditions named herein.</p> <p>Adherence to Tariff Required of Others: No person, firm or corporation will be allowed to perform any services on the wharves or at the terminals of POA without special permit from POA. Those permitted to perform such services shall, in their relations to the public, apply, adhere to, and be themselves subject to this Tariff, or additions, revisions, or supplements thereto, except to the extent specifically relieved by such permit.</p> <p>Specific Commodity Rates Prevail: Unless otherwise excepted, rates provided for specific commodities will prevail over NOS rates or any general commodity rate.</p>
105	<p style="text-align: center;"><u>RIGHTS OF OPERATION RESERVED</u></p> <p>Right is reserved by the POA to furnish all equipment, supplies and material to perform all services in connection with the operation of its terminals and wharves under rates and conditions named herein.</p>
110	<p style="text-align: center;"><u>ACCEPTANCE, RETENTION OR DELIVERY OF FREIGHT CONDITIONAL</u></p> <p>Right to Refuse Freight: POA reserves the right without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload, or to permit vessels to discharge:</p> <p style="padding-left: 40px;">(1) Freight for which previous arrangements for space receiving, unloading or handling have not been made with POA by shipper, consignee or carrier.</p>

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
<p>110 (continued)</p>	<p>(2) Freight deemed extra offensive, perishable, or hazardous (See Item 110 “Explosives and Flammables”).</p> <p>(3) Freight, the value of which may be determined as less than the probable terminal charges.</p> <p>(4) Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of POA and all expenses, loss or damage incident thereto shall be for account of shipper, consignee or carrier.</p> <p>Right to Remove, Re-Pile, Transfer or Warehouse Freight and/or Equipment: At the option of POA, freight and/or equipment remaining on wharf or wharf premises after expiration of free time (see Item 900), and freight shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises or removed to public or private warehouses with all expense and risk of loss or damage for account for the owner, shipper, consignee or carrier as responsibility may appear.</p> <p>Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject at the discretion of POA to immediate removal, either from the wharf or wharf premises with all expenses and risk of loss damage for the account of owner, shipper or consignee.</p> <p>Right to Withhold Delivery of Freight: Right is reserved by POA to withhold delivery of freight until all accrued terminal charges and advances against said freight have been paid in full.</p> <p>Right to Sell Freight for Unpaid Charges and Sell Perishable Freight: Freight on which owner fails to, or refuses to, pay accrued terminal charges or advances may be sold by POA to satisfy charges or advances and the cost and expense of sale. Freight of a perishable nature or of a nature liable to damage other freight or property may be sold at public or private sale without advertising, provided owner has been given proper notice to pay accrued charges or to remove said freight and has neglected or failed to comply.</p> <p>Explosives and Flammables: Explosives and hazardous or highly flammable commodities or material may only be handled over and/or received on the wharves and terminals of POA by special arrangement with, and at the option of POA, subject to Federal, State and City rules and regulations. If and when permitted, such commodities will be received only at the terminal between the hours of 8 a.m. and 5 p.m. and must be immediately removed from the premises.</p>

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
<p style="text-align: center;">110 (continued)</p>	<p>Freight at Owner's Risk:</p> <ul style="list-style-type: none"> (1) Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing. (2) Freight on open ground or on open wharf is at owner's risk for loss or damage. (3) Timber and log or lumber rafts and all water craft, if and when permitted by POA to be moored in slips, at moorage dolphins or at wharves, or when moored alongside vessels are at owner's risk for loss or damage. <p>Delivery Orders: POA will deliver goods only upon presentation of written order of the owner or carrier or upon surrender of properly endorsed outstanding receipts.</p> <p>Disposition Orders: Goods delivered to dock by auto, truck, barge or cannery tender, or consigned to POA by rail or river line must be covered by disposition order, giving description and disposition of goods, whether for storage or shipment, and if for shipment, giving name of loading steamer or line, and any demurrage or other expense incurred through failure to supply such information will be for owner's account.</p> <p>Receiving or Delivering Other than Regular Hours: When shippers wish to deliver or receive cargo or work on goods in storage outside of regular working hours (8 a.m. to 5 p.m. except Saturdays, Sundays and holidays), arrangements must be made with POA office during regular hours and additional expense of checking and watching over straight-time basis will be account of shipper.</p>
<p style="text-align: center;">115</p>	<p style="text-align: center;"><u>HOLD HARMLESS BY STEVEDORE</u></p> <p>Stevedore Access to and Operations on Property at POA:</p> <ul style="list-style-type: none"> (1) Care in the Performance of Operations: The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of POA, of the Stevedore, of the vessel being Stevedored or any other party. (2) Compliance with Fire and Safety Precautions: The Stevedore shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
<p>115 (continued)</p>	<p>(3) Stevedore and Port Independent Contractors: In any service relationship, POA and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose.</p> <p>(4) Insuring Efficient and Expeditious Vessel Work: In order to insure efficient and expeditious loading and discharge of vessels and the maximum utilization of the full capacity of POA, the Stevedore shall:</p> <p>A. Make use of the appropriate facilities and equipment furnished by POA.</p> <p>B. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.</p> <p>C. Have at least one responsible officer or representative with full power to make all operating decisions concerning the Stevedoring of vessels at POA at all times and keep POA informed at all times of how and where such officer or representative may be contacted by POA.</p> <p>D. Cooperate fully with POA in all respects by (i) advising as far in advance as possible the type of vessel, Master’s estimate of quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operation; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of POA.</p> <p>E. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of Stevedoring operations.</p> <p>(5) Supply of Equipment, Facilities and Service:</p> <p>A. POA shall furnish, subject to the conditions and changes stipulated elsewhere in this Tariff, the following:</p> <ul style="list-style-type: none"> (i) Access, for Stevedore employees, to the Port property at places in the manner as may be approved by POA. (ii) Emergency office and telephone usage. (iii) POA equipment to the extent that it is available, required and dedicated to Stevedore Use.

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
<p style="text-align: center;">115 (continued)</p>	<p>B. All POA equipment utilized by the Stevedore in performing its work is expressly understood to be under the direction and control of the Stevedore and the Stevedore is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the Stevedore to make a thorough inspection and satisfy him or herself as to the physical condition and capacity of the equipment as well as the competency of the operator, there being no representation or warranty by POA with respect to such matters</p> <p>C. All such equipment will be properly used by the Stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Stevedore shall pay for the damage to such equipment.</p> <p>D. Upon termination of the period of use, all such equipment shall be returned to POA in the same condition as received, normal wear and tear excepted.</p> <p>E. It shall be incumbent on the Stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy him or herself that these are safe places for the access and work to be performed. There is no representation or warranty by POA with respect to such matters.</p> <p>(6) Stevedore Warranty: As a condition to the right to conduct business or operate on Port property, the Stevedore shall warrant that all its Stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the Stevedore and its acceptance by the Port.</p> <p>If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the Stevedore shall defend, indemnify and save harmless, and reimburse the Port in respect thereto.</p>

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
<p style="text-align: center;">115 (continued)</p>	<p>(7) Indemnity: Except in the case of the terminal operator’s own negligence, the Stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorney’s fees) for injury to or death of any of the Stevedore’s employees, agents and invitees from and against any claims, damages, losses and expenses (including employees of the Port), which is caused in whole or in part by any negligent act or omission or breach of these rules by the Stevedore, its employees, agents or anyone else for whose acts the Stevedore is or may be liable.</p> <p>The Stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this Tariff.</p> <p>(8) Insurance:</p> <p>A. The Stevedore shall obtain, and shall maintain, the following insurance coverage:</p> <p>(i) Workmen’s Compensation Insurance (including Longshoremen and Harbor Workers Act coverage) under all applicable Federal and State statutes and municipal ordinances for all the Stevedore employees performing its work, and Employers Liability Insurance (including liability under the Jones Act) in amount of not less than \$1 million.</p> <p>(ii) Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured’s care, custody and control against claims for bodily injury, death or property damage occurring on, in or about the vessel being loaded by the Stevedore, or the premises of POA and the adjoining areas), with limits as to bodily injury or death and property damage not less than \$5 million for each occurrence.</p> <p>B. The Stevedore shall submit to POA certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that POA is to be given 15 days’ prior notice of any alteration or cancellation.</p>
<p style="text-align: center;">120</p>	<p style="text-align: center;"><u>RELATIONS WITH FREIGHT HANDLERS</u></p> <p>Freight handlers, if and when permitted to operate on the terminal, must in their relations with the public, charge the rates and adhere to the rules and regulations prescribed in the effective tariffs of the terminal company.</p>

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
125	<p style="text-align: center;"><u>COLLECTION AND GUARANTY OF CHARGES</u></p> <p>(1) Wharfage, Loading and Unloading and Miscellaneous Charges: Wharfage, loading and unloading, when not absorbed by ocean or rail carriers, are due by the owner, shipper or consignee of the freight. On transit freight in connection with ocean carriers these charges (unless absorbed by rail carriers) and any wharf demurrage or miscellaneous charges accrued against said freight and of which the vessel, its owners or agents have been apprised, will be collected from a payment of same must be guaranteed by the vessel, its owners or operators. The use of wharf by a vessel, its owners or operators shall be deemed an acceptance and acknowledgment of this guarantee.</p> <p>(2) Service and Handling Charges: Where the contract of affreightment established the responsibility as between the parties thereto for the payment of the Service and Facilities Charges and/or Handling Charges named in this Tariff, such charges shall be billed to and paid by the vessel, its owners or operators, to POA.</p> <p>(3) Terms of Payment: Use of POA facilities or service is conditioned upon satisfactory assurance of POA that applicable charges will be paid when due. All charges are due and payable as they accrue, on completion of service or use, or as invoiced.</p> <p>(4) Prepay Freight: Right is reserved by POA to demand prepayment of all charges as follows:</p> <p style="margin-left: 40px;">A. By vessel, its owners or agents, before vessel commences its loading and unloading operations;</p> <p style="margin-left: 40px;">B. By the owners, shippers or consignee, before freight leaves the custody of the terminal;</p> <p style="margin-left: 40px;">C. POA reserves the right to require prepayment of all charges on perishable freight or freight of doubtful value and on household goods.</p>

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
<p style="text-align: center;">125 (continued)</p>	<p>(5) Interest Charges on Delinquent Invoices: Invoices covering charges in this Tariff as issued by POA are due and payable upon receipt. Any invoices issued for any charge or charges prescribed by this Tariff remaining unpaid for a period of thirty (30) calendar days after the date of invoice are delinquent and shall be subject to a delinquency charge. The delinquency charge is imposed on the total unpaid balance and is a minimum of one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided, however, that in no event shall the delinquency charge be higher than the maximum rates allowable by law.</p> <p>Should it become necessary for POA to initiate litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to, and payable by the non-prevailing party. Such expenses shall include, but are not limited to, reasonable attorney's fees and all costs of suit.</p>
<p style="text-align: center;">130</p>	<p><u>INSURANCE NOT INCLUDED</u></p> <p>No insurance is included in the rates named in this Tariff.</p>
<p style="text-align: center;">135</p>	<p><u>MANIFEST REQUIRED</u></p> <p>Masters, owners, agents or operators of vessels are required to furnish a complete copy of manifest of freight loaded or discharged at the terminals of POA.</p>
<p style="text-align: center;">140</p>	<p><u>REGULATIONS GOVERNING USE OF SLIPS, ETC.</u></p> <p>No logs, timbers, lumber or rafts and no barges, scows, lighters or river craft may be moored at wharf slips or moored or tied up at the wharves or at any property of POA without written permission of POA. Logs, lumber, timbers, rafts, barges, scows or lighters may not be brought into slips for loading over-side vessels without the consent of POA and subject to its regulations as to the number of barges or rafts (or the size of rafts) allowed alongside at one time and as to maintaining clearance in slips. Any logs, timbers, rafts, etc., as enumerated above, left in slips after clearance of vessel or which may have been moored in slips or moored or tied up to the wharves or other property of POA without permission, are subject to immediate removal and unless removed upon notification, may be removed by POA to other locations, with all expense and risk of loss or damage for account of owners.</p>

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
145	<p style="text-align: center;"><u>LIMITED RESPONSIBILITY</u></p> <p>POA shall not be responsible for any damage to freight loaded at the facilities covered by this Tariff after cargo is transferred to the water carriers and is removed from POA property.</p> <p>POA will not be responsible for any loss, damage or delay of merchandise which may arise from any cause beyond its direct authority and control.</p> <p>POA will not be responsible for any loss or damage caused by: fire, frost, heat, dampness, leakage, or decay; animals, rodents or insects; leakage or discharge from fire protection system; collapse of buildings or structures; breakdown of plant machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf. POA will not be answerable for any loss, damage or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in the service of others or from any consequence arising therefrom.</p>
150	<p style="text-align: center;"><u>RESPONSIBILITY FOR DAMAGES AND/OR INJURY</u></p> <p>The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of POA. All such persons, corporations, association and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by an act or omission of such persons or the acts or omissions of their agents or employees.</p> <p>All such persons who come upon or use POA facilities shall be deemed to have irrevocably agreed to indemnify POA for any such loss or damage to persons or property for which a claim is or may be made against POA, and all such liability, together with all costs and expenses incurred by POA in investigating or defending claims therefor, including, but not limited to, court costs, experts' fees and attorneys' fees.</p>
155	<p style="text-align: center;"><u>RESERVATION OF AGREEMENT RIGHTS</u></p> <p>POA reserves the right to enter into agreement with carriers, shippers, and/or their agents concerning rates and services provided such agreements are consistent with existing local, state and federal laws governing the civil and business relations of all parties concerned.</p>
160	<p style="text-align: center;"><u>SHIPPER REQUESTS AND COMPLAINTS</u></p> <p>Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint with the Executive Officer, Northwest Marine Terminal Association, Inc., P.O. Box 1970, Shelton, Washington 98584, with a complete and exact copy to The Director and Port Commissioners, Port of Astoria, #10 Pier One, Suite 308, Astoria, OR 97103.</p>

**SECTION 1
GENERAL RULES & REGULATIONS**

ITEM#	APPLICATION
165	<p style="text-align: center;"><u>HOLD HARMLESS PROVISION</u></p> <p>All parties using POA facilities and equipment agree to do so entirely at their own risk, regardless of conditions, and agree to indemnify and hold POA harmless against any and all liability, damage, loss, cost and expense which may accrue to or be sustained by POA, its agents, and employees on the account of any claim, suit or action made or brought against POA, its agents and employees, for the death of or injury to persons or destruction of property involving the indemnitor, its employees, agents and representatives, sustained in connection with the use of said facilities and equipment.</p>
170	<p style="text-align: center;"><u>HIMALAYA CLAUSE</u></p> <p>It is hereby expressly agreed between POA and any Carrier using POA facilities that as a condition and consideration of using those facilities, POA, as well as any and all its employees, servants, agents and/or independent contractors, used or employed in connection with the performance of any of the Carriers' obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, POA shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the Carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that POA shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Carrier(s) themselves.</p>

**SECTION 2
DOCKAGE & MOORAGE**

ITEM#	APPLICATION
200	<p style="text-align: center;"><u>DOCKAGE - GENERAL RULES</u></p> <p>Berth Assignment: Berth assignment will be issued at the sole discretion of POA to the owners, agents or operators of vessels for use of a specific berth by a specific vessel. No vessel will be permitted to berth at a wharf or terminal facility of POA without a prior berth assignment being granted by POA. Applications for berth assignments must be made as far in advance of the arrival of vessel as possible and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged. The Application for Vessel Berth Reservation Form is shown on page 34 of this Tariff.</p> <p>Basis for Computing Charges: Dockage charges shall be based on the overall length of the vessel as published in the most current edition of Lloyd’s Register of Shipping at the time the vessel is berthed. Should length figures not be available from that source, POA may accept information from the vessel’s official papers or measure the vessel.</p> <p>Dockage Period – How Calculated: The period of time upon which dockage will be assessed shall commence when the vessel is made fast and until departure. No deduction will be allowed for Sundays, Holidays or because of bad weather or other conditions. When a vessel is shifted directly from one berth to another operated by POA, the total time at such berths will be considered together in computing the dockage charge.</p> <p>In calculating dockage, billing is based on twenty-four (24) hour periods. For billing purposes, partial periods will be rounded up to the next full period. POA, at its own discretion, may charge vessels less than 105 feet LOA (upon proper notification and moorage permission) by ¼ of the 24-hour clock.</p> <p>No Warranty as to Depth of Water at Berth: When accepting a request and issuing a berth assignment, POA makes no warranty, either expressed or implied, as to the suitability of the berth or available depths of water alongside. POA makes every effort to maintain adequate water depths, but they vary continually because of the influence of tidal changes, volume of river flow, and weather conditions. Further, variances in vessel draft, ballast, amount of cargo to be loaded or unloaded and the water depth alongside the berths makes it incumbent upon the vessel’s interest to take soundings immediately upon docking and at intervals thereafter to insure the safety of the vessel. POA, upon request of the Master or vessel’s owners, charterers, operators, or agents, will supply information on water depths alongside berths based upon most recent soundings.</p> <p>Responsibility for Vessel Delay, Shifting or other Costs Because of Water Depth: POA will assume no responsibility for vessel delay, shifting expense or other costs when the vessel’s interest deems it prudent, for the purposes of ensuring the safety of the vessel, to interrupt loading and/or shift to deeper water during shallow water periods.</p> <p>Vacate Berth as Ordered: POA reserves the right to order a vessel to vacate the berth when not actually engaged in loading and/or discharging operations.</p>

**SECTION 2
DOCKAGE & MOORAGE**

ITEM#	APPLICATION
<p style="text-align: center;">200 (continued)</p>	<p>(1) Whenever an order to vacate a berth is made by POA under these rules and said order is refused or not complied with in the time specified, POA may assess a penalty dockage rate of \$974.00 (4%) per hour for each hour the vessel remains on berth after such an order has been issued or tendered to the vessel.</p> <p>At its option, POA may affect the removal of a vessel from berth at the expiration of the time period specified in the order to vacate with all risks, liability and expense for the vessel's account. The alternatives permitted POA under these rules shall be a choice solely at the discretion of POA.</p> <p>(2) A vessel that does not work to its fullest capacity to complete loading or unloading operations within the allotted time, or a vessel arriving earlier or later than agreed, or a vessel requiring more time at POA than agreed, will be adjusted to the extent possible consistent with advance commitments to other vessels made by the terminal.</p> <p>When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work overtime at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work overtime shall vacate the berth upon written order from POA. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.</p> <p>Emergency Fire Suppression Berths: Subject to the approval of the City of Astoria Fire Chief, POA, and the United States Coast Guard Captain of the Port, vessels with shipboard fires may be authorized to move to the POA's designated on-shore fire suppression berth at the Face of Pier One. Only ships which pose an acceptable risk to facilities, personnel and nearby ship traffic would be authorized to use the fire suppression berth.</p> <p>All actual and indirect costs incurred by a vessel because of a fire utilizing any berth covered by this Tariff shall be paid by the vessel utilizing the berth.</p> <p>The vessel acknowledges responsibility for damage arising out of its shipboard fires and shall hold POA harmless from and indemnify POA for any and all damage, liability, settlements, loss, costs and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at POA facilities, except for that resulting from Port negligence, or that of the POA's employees or agents.</p> <p>Accepting Responsibility for Payment: Pursuant to Port of Astoria Tariff Item No. 125 in all instances where "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.</p>

**SECTION 2
DOCKAGE & MOORAGE**

ITEM#	APPLICATION
<p>200 (continued)</p>	<p>Conditions of Berth Reservation: In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies Inc., et al. v. Port of Anacortes, et al. and Tariff Item No. 125 in this Tariff, amendments and reissues thereto, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require signature(s) of the financially responsible party or parties completed in accordance with, and otherwise governed by, the terms and conditions set forth below.</p> <p>A. Except where and to the extent waived pursuant to Paragraph B below, terms of payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125 percent (125%) of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel’s scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.</p> <p>B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port; and</p> <ol style="list-style-type: none"> 1. That part responsible has established credit worthiness acceptable to the Port; or 2. Adequate security, acceptable to the Port, in an amount equal to 125 percent (125%) of the applicable estimated port charges has been posted; or 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges. <p>C. The vessel agent or other person requesting reservation of a berth (“berthing agent”) shall, as a part of the berth reservation process, provide to the extent of his or her knowledge all information called for on the Application for Vessel Berth Reservation for respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent’s attestation as to the accuracy of the information made available to the berthing agent at the time of submission; and the berthing agent held personally liable to the Port for any financial loss suffered by the Port as a result of the agent’s failure to so report accurately.</p> <p>D. Should the berthing agent, subsequent to submission to this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.</p>

**SECTION 2
DOCKAGE & MOORAGE**

ITEM#	APPLICATION
<p style="text-align: center;">200 (continued)</p>	<p>E. All estimates of port charges are subject to approval and/or adjustment by the Port.</p> <p>F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.</p> <p>G. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.</p> <p>Vessel Berthing Cancellation: Any vessel or agent cancelling a berthing reservation is subject to a \$250.00 cancellation fee. Should a vessel berthing reservation need to be canceled, written notice must be received by POA at least 72 hours prior to the vessel's berthing reservation time. If 72-hour notice is not provided to POA, the authorized vessel agent shall also be charged for all reservation related expenses incurred by POA in addition to an administration fee.</p>

<u>SCHEDULE OF DOCKAGE RATES (PIERS 1, 2 & 3)</u>					
Length of Vessel Overall Meters/(Feet)		Rate Per 24-hour day	Length of Vessel Overall Meters/(Feet)		Rate Per 24-hour day
Over	Not Over	\$	Over	Not Over	\$
0	30.48 (100)	238	167.64	175.25 (575)	4,322
30.48	45.72 (150)	337	175.25	182.88 (600)	4,536
45.72	60.96 (200)	460	182.88	190.50 (625)	5,191
60.96	76.20 (250)	645	190.5	198.12 (650)	6,042
76.2	91.44 (300)	1,104	198.12	205.74 (675)	6,873
91.44	106.68 (350)	1,556	205.74	213.36 (700)	8,045
106.68	114.30 (375)	1,933	213.36	220.98 (725)	8,554
114.3	121.92 (400)	2,129	220.98	228.60 (750)	9,789
121.92	129.54 (425)	2,353	228.6	236.22 (775)	11,107
129.54	137.16 (450)	2,617	236.22	243.84 (800)	12,470
137.16	144.78 (475)	2,819	243.84	259.08 (850)	14,324
144.78	152.40 (500)	3,096	259.08	274.32 (900)	16,295
152.4	160.02 (525)	3,516	274.32	289.56 (950)	18,359
160.02	167.64 (550)	4,189	289.56	and up	***
<p>*** For vessels with LOA greater than 289.56 meters, charge the rate for 289.56 meters plus \$1,990.00 for each fifteen (15) meters, or fraction thereof, of length in excess of 289.56 meters.</p>					

**SECTION 2
DOCKAGE & MOORAGE**

ITEM#	APPLICATION
275	<p style="text-align: center;"><u>EXCEPTIONS TO REGULAR DOCKAGE RATES</u></p> <p>(1) Vessels requesting exception pricing and meeting all the following requirements will be charged dockage at a rate of \$0.87 per foot per day:</p> <ul style="list-style-type: none"> • Not over 200 feet in length • Not loading or unloading cargo for transshipment • Not loading or unloading passengers • Written permission from POA to berth at Pier 1, 2 or 3 <p>(2) At POA's discretion, vessels on idle status may be permitted to moor at a vacant berth when such berth is available. Idle status may include times when a vessel is permitted to make repairs or alterations.</p> <p>Vessels in idle status shall be assessed dockage at \$2.67 per foot per day. Contact POA for long-term rates for idle vessels.</p> <p>(3) Vessels of the U.S. Government and the State of Oregon may, at the discretion of POA, be berthed at terminals without charges.</p> <p>(4) Lay berth status is defined and used in this document as a vessel waiting for loading or unloading or discharge berth.</p> <p>Lay status permission must be requested form POA in advance and may be granted at the discretion of POA. If the request for lay berth is not received prior to the vessel arrival, and lay berth rates are later requested, a billing/rebilling fee of \$250.00 will be assessed.</p> <p>The dockage charge for lay berth status shall be calculated at 50% of the applicable dockage rates as published in the Schedule of Dockage Rates, or a minimum of \$175.00 per period, whichever creates the greater revenue.</p> <p>Vessels on lay status for over seven (7) consecutive days may request to POA, in writing, for long-term lay status (each day over the seventh (7th) day), which may be granted at POA's discretion. Long-term lay status would be calculated at an additional discounted rate of 20% for each day past the seventh (7th) day, for a total discount of 70% off the posted rates.</p> <p>(5) Discounted, prorated and gratis berth charges are at the discretion of POA and are granted per occasion as deemed by POA. Previous granting of discounted, prorated and gratis berth charges are not a guarantee of future rights.</p> <p>Any and all vessels using POA facilities (less those under lease agreements) for moorage, berthing or dockage without application or agreement are subject to the fines and penalties as outlined in Ordinance 2000-01.</p>

**SECTION 2
DOCKAGE & MOORAGE**

ITEM#	APPLICATION
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BUNDLED PORT FEES AND MINIMUM CHARGES FOR CRUISE SHIPS

Provisions under this item apply to passenger cruise ships with a minimum vessel length of 152.44 meters (500 feet) and include standard charges, as listed below, per cruise ship call. Bundled Port Fees are in addition to the dockage rates listed in Item 250 and are charged as a percentage of each cruise vessel's respective dockage rate.

Vessel length	Bundle Fee (Weekday)	Bundle Fee (W/E, Holiday)	Minimum charge per vessel call (includes dockage and bundle fee)
500 to 599 ft	65% of dockage	70% of dockage	\$15,000
600 to 699 ft	65% of dockage	70% of dockage	\$16,250
700 to 799 ft	65% of dockage	70% of dockage	\$17,500
800 to 899 ft	65% of dockage	70% of dockage	\$22,500
900 to 999 ft	65% of dockage	70% of dockage	\$25,000
1000 to 1099 ft	65% of dockage	70% of dockage	\$30,000

280

Note 1: Bundled Port Fees include standard charges for:

- Linesmen
- Gangway placement, labor and associated equipment rental
- Passenger Fee
- Stores Wharfage
- Baseline Security Fees

Note 2: Costs not included in Bundled Port Fees (including but not limited to):

- Cost for water connection(s) and potable water (Item 410)
- Security services requested by a cruise line, in addition to baseline security
- Incremental Port fees associated with delayed arrivals / sailings or vessel shifting
- Costs billed by non-Port service providers or authorities
- Garbage and waste removal

*Cruise vessels docked for more than 24 hours will be charged additional daily dockage rates as defined in Item 250

**SECTION 3
LABOR SERVICE**

ITEM#	APPLICATION
300	<p style="text-align: center;"><u>LABOR SERVICE GENERAL RULES</u></p> <p>Labor Rates Subject to Change: The rates named in this Tariff, additions, revisions, or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions or other causes not reasonably within the control of POA, resulting in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the labor rate basis.</p> <p>Checking of Freight: Checking of freight is defined as the service of counting, tallying and checking cargo against appropriate documents for the account of the vessel, or other person requesting same. Checking does not include grading, sealing, surveying, weighing, measuring, marking, segregating, samplings or supplying any information that cannot be obtained by visual inspection of the package, case or other shipping container.</p> <p>Responsibility Limited: In performing the service of checking, POA will accept no responsibility for concealed damage or condition of packages, cases or other containers whether or not receipts issued so state.</p> <p>Payment of Labor: Where checkers, wharf gangs, lift drivers, linesmen, watchmen or other wharf labor is employed by or through POA at the request of the carrier, shipper, consignee or other party, the time of such labor involved will be carried on the payroll of POA and the Port will bill the party responsible at the rates as provided herein.</p> <p>Standby or Waiting Time: When labor is ordered for a specific time and is on the job, ready for work, or having started work, and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of POA, standby or waiting time for the workers will be assessed at actual wages paid plus 65 percent.</p> <p>Services Requiring Labor for a Minimum Number of Hours: When POA is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at actual wages paid labor plus 65 percent.</p> <p>Labor Rate Time Periods: Labor rate time periods will be defined as follows:</p> <p>Straight Time – Labor performed between the hours of 08:00 and 17:00, Monday through Friday.</p> <p>Overtime – Labor performed between the hours of 00:00 and 07:59, Tuesday through Friday; labor performed between the hours of 17:01 and 23:59 Monday through Thursday.</p> <p>Holiday and Weekend Time – Labor performed between the hours of 17:01 Friday to 07:59 Monday; labor performed on any holiday as defined in this Tariff.</p>

**SECTION 3
LABOR SERVICE**

ITEM#	APPLICATION																				
300 (continued)	<p>Unless otherwise provided, labor rates plus charges for equipment rental will be charged:</p> <ol style="list-style-type: none"> (1) For all miscellaneous services for which no specific rates are named in this Tariff, additions, revisions or supplements thereto; (2) For services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items; (3) For cargo in packages or units of such unusual bulk, size, or shape or weight as to preclude handling, loading, unloading or transferring at the specific rates named in this Tariff, additions, revisions or supplements thereto; (4) For any services delayed on account of extra sorting, special checking, inspection or from other causes not ordinarily incidental to such service; (5) For labor cleaning, covering cars and/or preparing them for receiving cargo; (6) Installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others; (7) Re-coopering or reconditioning cargo. 																				
305	<p style="text-align: center;"><u>LABOR SERVICE RATES</u></p> <p>When services are performed by the Terminal Company for which no specific commodity rates are specified in this Tariff, charges for such services will be assessed on the basis of the labor rates as per the following schedule:</p> <p style="text-align: center;">LONGSHORE LABOR SERVICES</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Labor Classification</th> <th style="text-align: center;">Man-Hour \$ Rate (Straight Time)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Longshoreman</td><td style="text-align: center;">95.00</td></tr> <tr><td style="text-align: center;">Linesman</td><td style="text-align: center;">95.00</td></tr> <tr><td style="text-align: center;">Crane Chaser</td><td style="text-align: center;">97.00</td></tr> <tr><td style="text-align: center;">Utility Driver</td><td style="text-align: center;">108.00</td></tr> <tr><td style="text-align: center;">Crane Operator</td><td style="text-align: center;">124.00</td></tr> <tr><td style="text-align: center;">Clerk</td><td style="text-align: center;">117.00</td></tr> <tr><td style="text-align: center;">Supercargo</td><td style="text-align: center;">129.00</td></tr> <tr><td style="text-align: center;">Utility Worker</td><td style="text-align: center;">129.00</td></tr> <tr><td style="text-align: center;">Walking Boss</td><td style="text-align: center;">152.00</td></tr> </tbody> </table>	Labor Classification	Man-Hour \$ Rate (Straight Time)	Longshoreman	95.00	Linesman	95.00	Crane Chaser	97.00	Utility Driver	108.00	Crane Operator	124.00	Clerk	117.00	Supercargo	129.00	Utility Worker	129.00	Walking Boss	152.00
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**SECTION 3
LABOR SERVICE**

ITEM#	APPLICATION										
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**SECTION 4
MISCELLANEOUS SERVICES AND CHARGES**

ITEM#	APPLICATION
400	<p style="text-align: center;"><u>EQUIPMENT RENTAL</u></p> <p>Rental of Equipment Conditional:</p> <p>Equipment as shown in rate schedule will be rented at the convenience of POA.</p> <ol style="list-style-type: none">(1) When operator or other labor is furnished by the Port, charges will be as provided in Item 305. Rates furnished below do not include operators.(2) All equipment supplied under these provisions is expressly understood to be under the direction and control of the POA's customer and customer is responsible for the operation thereof and assumes all risks for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon POA's customer to make a thorough inspection and be satisfied as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters.(3) All equipment supplied under these provisions must be properly used by POA's customer and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the POA's customer shall pay for the damage to such equipment.(4) Upon termination of the period of use, all such equipment shall be returned to POA in the same condition as received, normal wear and tear excepted.(5) No mechanical equipment may be brought for use on the terminals of POA except on permit issued by POA. Right is reserved to refuse permit when similar equipment of POA is available or when equipment does not meet with POA approval.(6) All equipment rentals have a minimum two (2) hour charge. Rental time over two (2) hours will be charged in fifteen (15) minute increments, rounding up to the next quarter hour.(7) POA does not guarantee equipment availability.(8) Customers wishing to rent equipment not listed below must call POA offices for current rates.

**SECTION 4
MISCELLANEOUS SERVICES AND CHARGES**

ITEM#	APPLICATION																																																																																				
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**SECTION 4
MISCELLANEOUS SERVICES AND CHARGES**

ITEM#	APPLICATION																		
405 (continued)	<p>No Work Holidays: Contact POA staff for updated holiday surcharges.</p> <p>Line service requirements are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Vessel Length</th> <th style="padding: 5px;">Tie-Up</th> <th style="padding: 5px;">Let-Go</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Under 175'</td> <td style="padding: 5px;">NA</td> <td style="padding: 5px;">NA</td> </tr> <tr> <td style="padding: 5px;">175 – 275'</td> <td style="padding: 5px;">2</td> <td style="padding: 5px;">2</td> </tr> <tr> <td style="padding: 5px;">276 – 400'</td> <td style="padding: 5px;">4</td> <td style="padding: 5px;">2</td> </tr> <tr> <td style="padding: 5px;">401 – 800'</td> <td style="padding: 5px;">6</td> <td style="padding: 5px;">4</td> </tr> <tr> <td style="padding: 5px;">801' and over</td> <td style="padding: 5px;">8</td> <td style="padding: 5px;">6</td> </tr> </tbody> </table>	Vessel Length	Tie-Up	Let-Go	Under 175'	NA	NA	175 – 275'	2	2	276 – 400'	4	2	401 – 800'	6	4	801' and over	8	6
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801' and over	8	6																	
410	<p><u>FRESH WATER RATES</u></p> <p>Fresh water will be charged at the rate of \$1.00 per ton (up to 1000 gallons) with a minimum fee of \$250.</p>																		
415	<p style="text-align: center;"><u>ELECTRIC SERVICE</u></p> <p>POA will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. POA shall not be liable for injury, loss or damage resulting from any failure or curtailment of electric service. Electrical services will be billed at the most current Pacific Power rate plus 15%.</p> <p>Service charge for connecting and disconnecting on straight time.....\$100.00 Electrical adapters (monthly charge).....\$75.00 Monthly meter service charge.....\$75.00</p>																		
425	<p style="text-align: center;"><u>OILY WASTE OR GARBAGE DISPOSAL</u></p> <p>Vessels requiring discharge of oily waste or garbage shall inquire of the Port's Terminal Manager for the name of the waste or garbage hauler and/or reception facilities permitted by the Port to receive, haul and dispose of such waste and/or garbage. Payment of charges for the services and equipment provided by the oily waste or garbage hauler and/or reception facility by the vessel, its agent, owner, charterer or any other party responsible for such payment of charges by the vessel.</p> <p>The oily waste or garbage hauler and/or reception facility is not an agent or employee of the Port, nor shall the Port be liable for any act, omission or negligence of any such oily waste or garbage hauler and/or reception facility. Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste or garbage hauler and/or reception facility permitted by the Port. The discharge by a vessel of oily waste or garbage at any terminal at POA shall be allowed only in accordance with the terms of this Tariff item and applicable Federal, State and local laws and regulations.</p>																		

**SECTION 4
MISCELLANEOUS SERVICES AND CHARGES**

ITEM#	APPLICATION
425 (continued)	<p>If the vessel's agent, owner, charterer or crew requests the Port arrange such service, the Port will be invoiced for the service and in turn invoice the vessel at the cost plus 20% rebilling fee. Due to the billing delay from oily waste/garbage disposal vendor, said rebilling may be delayed and sent under separate invoice. A copy of the vendor's bill for services will be provided with Port's invoice.</p>
430	<p style="text-align: center;"><u>MARINE FIRE AND SAFETY ASSOCIATION</u></p> <p>The Marine Fire and Safety Association was formed by agencies and firms located on the Columbia and Willamette River Systems. The purpose of this association is to enter into contracts with local fire districts along these river systems, and to reimburse them for training and supplies to combat marine fires. POA shall charge the Association's current published rate to each oceangoing (or deep-draft) vessel upon each initial arrival within the Columbia River at a participating association member's location.</p> <p>All references to the levy of the current published rate/charge as imposed by the Association are for informational purposes only. This charge is not imposed for the furnishing of any terminal facilities and is not related to the receiving, handling, storing or delivering of property.</p>
435	<p style="text-align: center;"><u>PASSENGER TRAFFIC SERVICES</u></p> <p>Passengers tendered from/to at-anchor vessels or piers for which POA provides security shall be charged \$8.75 per person.</p>
440	<p style="text-align: center;"><u>SECURITY FEE</u></p> <p>In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the U.S. Coast Guard Regulation 33 CFR 105, POA may assess against and collect from ocean-going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in this Tariff, shall be in addition to all other fees and charges due under the Tariff.</p> <p>Port FSO and one (1) Security Gangway Watchman will be on duty two (2) hours prior to vessel arrival for required set-up and security preparation of docks, services will be charged at rates stated. See Item 305, OTHER LABOR SERVICES (Non-Stevedoring Operations).</p> <p>At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC levels mandated by the US Department of Homeland Security.</p> <p>Minimum Port Security fee: \$585.00 per vessel per day</p>

**SECTION 4
MISCELLANEOUS SERVICES AND CHARGES**

ITEM#	APPLICATION
450	<p style="text-align: center;"><u>FUEL FLOWAGE FEE</u></p> <p>All bulk fuels including diesel and lube oil delivered to vessels berthed at POA will be assessed a fuel flowage fee in the amount of three (3) cents per gallon. This fee will be assessed to the distributor providing the fuel and shall be reported with a copy of the fuel ticket and vessel detail including vessel name, captain's name and company contact information (address and phone) to POA Office located at #10 Pier One, Suite 308, Astoria, OR, 97103 upon departure of fueling the vessel. Fueling done outside of normal business hours must be reported to security personnel at (503) 791-7735.</p>
460	<p style="text-align: center;"><u>UNAUTHORIZED USE CHARGES</u></p> <p>Any equipment, goods, debris or vehicles left on Port owned or operated premises without written authorization from the Port shall be charged the daily rates defined below plus any associated administrative fees.</p> <ul style="list-style-type: none"> • Uplands storage.....\$0.01 per square foot • Dock side storage (within 20 feet of bull rail).....\$0.03 per square foot • Fire lanes.....\$125.00 per incident
470	<p style="text-align: center;"><u>HARBOR FEE</u></p> <p>The Port of Astoria maintains and operates Pier 1 in furtherance of its commercial and maritime shipping interests, and to protect public safety by: providing an emergency berth to distressed vessels; and serving as a land-based platform for emergency services to distressed vessels, including shipboard firefighting. In order to defray costs associated with maintaining and operating Pier 1, all vessels engaged in foreign, coastwise, or intercoastal trade that are 250 feet or greater in length overall, upon arriving within the jurisdictional limits of the Port of Astoria, shall be assessed a harbor fee of \$300 per vessel.</p> <p>The following vessels are exempt from this harbor use fee:</p> <ol style="list-style-type: none"> (1) Commercial vessels less than 250 feet in length overall; (2) Government vessels; (3) Non-commercial pleasure craft; and (4) Tugboats

**SECTION 5
WHARFAGE**

ITEM#	APPLICATION
500	<p style="text-align: center;"><u>WHARFAGE GENERAL RULES</u></p> <p>(1) Limitations: Freight assessed full wharfage may be reshipped by water from same wharf where received or may be transferred direct to other wharves or facilities of POA for reshipment or delivery without being subject to further assessment of wharfage.</p> <p>(2) Direct Transfer – Open Cars: All cargo handled direct between open cars and vessels will be subject to the full wharfage assessment.</p> <p>(3) Overside Vessels: Unless otherwise specified under individual commodity items, all cargo loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship’s manifest and the respective traffic and commodity classifications of the cargo.</p> <p>(4) Exemptions: Ship’s stores, fuel handled overside vessels and repair materials and supplies, all when intended for vessel’s own use, consumption or repairs, will be exempt from assessment of wharfage unless POA employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.</p> <p>Note: Ballast, dunnage lumber or materials ostensibly not for use in stowage of freight loaded at the wharves of POA and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship’s stores and shall be subject to wharfage and such other charges as may be incurred.</p>
505	<p style="text-align: center;"><u>WHARFAGE RATES</u></p> <p>Rates are in cents per 1,000 kilograms (metric ton) unless otherwise provided in individual items.</p> <p>Note: When, in any calendar year, forest products originating from a single shipper exceed 1,000,000 FBM or 1,000 Kilo tons, POA reserves the right to negotiate wharfage rates.</p>

**SECTION 5
WHARFAGE**

ITEM#	APPLICATION																																														
505 (continued)	Unless otherwise specified, wharfage rates in the table below are listed in cents per kiloton:																																														
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**SECTION 6
SERVICE & FACILITIES**

ITEM#	APPLICATION																																																																		
600	<p style="text-align: center;"><u>SERVICE & FACILITIES GENERAL RULES</u></p> <p>Definition: Service and facility charges do not include any cargo handling, loading, unloading, wharfage, dockage or any other charges than that which is essential to performing the service. It does not include the furnishing of supercargoes, supervisors or clerks, which by the custom of the Port are normally employed by the vessel, its owner, operator or agent.</p> <p>No person other than POA employee shall be permitted to perform the services covered by this definition.</p> <p>Withdrawn Cargo: Full inbound or outbound service and facilities charge will be assessed on cargo received at or on POA facilities.</p>																																																																		
605	<p style="text-align: center;"><u>SERVICE & FACILITIES RATES</u></p> <p>Service and Facilities Charge Rates: Unless otherwise specified under individual items, rates named herein are in cents per 1,000 Kilos, or 1,000 FBM.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Trade Routes & Commodities</th> <th style="text-align: center;">Inbound</th> <th style="text-align: center;">Out</th> </tr> </thead> <tbody> <tr> <td>All Freight NOS</td> <td style="text-align: center;">1093</td> <td style="text-align: center;">777</td> </tr> <tr> <td>Bulk Commodities</td> <td style="text-align: center;">172</td> <td style="text-align: center;">172</td> </tr> <tr> <td style="padding-left: 20px;">Via Conveyor System</td> <td style="text-align: center;">81</td> <td style="text-align: center;">81</td> </tr> <tr> <td>Logs, Softwood, per 1,000 FBM Scribner scale</td> <td></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Handled ex-dock</td> <td></td> <td style="text-align: center;">481</td> </tr> <tr> <td style="padding-left: 20px;">Handled direct transfer</td> <td></td> <td style="text-align: center;">481</td> </tr> <tr> <td style="padding-left: 20px;">Overside</td> <td></td> <td style="text-align: center;">179</td> </tr> <tr> <td>Lumber & Lumber Products: Bolts, Cants, Poles, Piling</td> <td style="text-align: center;">1137</td> <td style="text-align: center;">682</td> </tr> <tr> <td>Metal Products</td> <td style="text-align: center;">1435</td> <td></td> </tr> <tr> <td>Plywood in Bundles</td> <td style="text-align: center;">1233</td> <td style="text-align: center;">668</td> </tr> <tr> <td>Pulp, Paper or Wood</td> <td style="text-align: center;">246</td> <td style="text-align: center;">397</td> </tr> <tr> <td>Unitized Cargo</td> <td></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Unit Weight: 1000-2000 kgs</td> <td style="text-align: center;">1437</td> <td style="text-align: center;">1115</td> </tr> <tr> <td style="padding-left: 40px;">2000-3000 kgs</td> <td style="text-align: center;">1253</td> <td style="text-align: center;">1042</td> </tr> <tr> <td style="padding-left: 40px;">3000-7000 kgs</td> <td style="text-align: center;">1001</td> <td style="text-align: center;">1001</td> </tr> <tr> <td style="padding-left: 40px;">7000 kgs or more</td> <td style="text-align: center;">728</td> <td style="text-align: center;">728</td> </tr> <tr> <td>Direct Transfer</td> <td style="text-align: center;">333</td> <td style="text-align: center;">333</td> </tr> <tr> <td>Overside</td> <td style="text-align: center;">176</td> <td style="text-align: center;">176</td> </tr> <tr> <td>Vegetable, Dried Peas, Beans, Lentils</td> <td></td> <td style="text-align: center;">1012</td> </tr> <tr> <td>Unitized cargo of 1,000 kgs or more</td> <td></td> <td style="text-align: center;">394</td> </tr> <tr> <td>Vehicles (automobiles and pickups) per unit</td> <td style="text-align: center;">1345</td> <td></td> </tr> </tbody> </table> <p>Note: When, in any calendar year, forest products originating from a single shipper exceed 1,000,000 FBM or 1,000 Kilo tons, POA reserves the right to negotiate service and facilities rates.</p>	Trade Routes & Commodities	Inbound	Out	All Freight NOS	1093	777	Bulk Commodities	172	172	Via Conveyor System	81	81	Logs, Softwood, per 1,000 FBM Scribner scale			Handled ex-dock		481	Handled direct transfer		481	Overside		179	Lumber & Lumber Products: Bolts, Cants, Poles, Piling	1137	682	Metal Products	1435		Plywood in Bundles	1233	668	Pulp, Paper or Wood	246	397	Unitized Cargo			Unit Weight: 1000-2000 kgs	1437	1115	2000-3000 kgs	1253	1042	3000-7000 kgs	1001	1001	7000 kgs or more	728	728	Direct Transfer	333	333	Overside	176	176	Vegetable, Dried Peas, Beans, Lentils		1012	Unitized cargo of 1,000 kgs or more		394	Vehicles (automobiles and pickups) per unit	1345	
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**SECTION 7
HANDLING**

ITEM#	APPLICATION
700	<p style="text-align: center;"><u>HANDLING GENERAL RULES</u></p> <p>Handling Provision: When cargo is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at the labor and equipment rental rates. Charges for handling are assessed against vessels, their owners, agents or operators</p> <p>Direct Transfer: Unless otherwise specified, cargo handled via direct transfer shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. POA will not be responsible for overloading or improper loading of cars nor for the condition of outturn of cargo when handled by direct transfer.</p> <p>Right to Handle Cargo Reserved: POA reserves the right to perform all handling services at POA facilities.</p> <p>Conditions Applicable to Cargo Handlers: Where cargo handler is permitted to perform the services of handling, such permission is granted specifically upon condition that:</p> <ul style="list-style-type: none"> (1) Cargo is piled in a manner and at a place of rest designated by the terminal operator; (2) Granting of such permission does not in any manner impair the right of POA to perform the services of handling at its option.
705	<p style="text-align: center;"><u>HANDLING RATES</u></p> <p>(1) Application of Rates: Rates apply when POA designated personnel perform this service, and when cargo can be handled by lift equipment.</p> <p>(2) Rates: Cargo, NOS handling will be performed on a labor rate per Section 3 and equipment rental basis as published in this Tariff.</p>

**SECTION 8
LOADING & UNLOADING**

ITEM#	APPLICATION
800	<p style="text-align: center;"><u>LOADING & UNLOADING GENERAL RULES</u></p> <p>Application of Rates: Loading and unloading rates apply when POA personnel perform the loading and unloading and when cargo is tendered in loads that can be handled by lift equipment.</p> <p>Loading and Unloading Charges: Loading and unloading charges on all commodities will be assessed on the basis of the labor rates per section 3 and equipment rental rates as published in this Tariff.</p>

**SECTION 9
DEMURRAGE & STORAGE RATES**

ITEM#	APPLICATION																																																
900	<p style="text-align: center;"><u>DEMURRAGE & STORAGE GENERAL RULES</u></p> <p>Computing Free Time: Free time is inclusive of Saturdays, Sundays and holidays. Free time starts on the day the cargo is delivered to or received by the terminal. Unless otherwise stipulated or agreed upon by POA, free time will be allowed for ten (10) days on inbound cargo and ten (10) days on outbound cargo.</p> <p>On all outbound or export cargo, the terminal may grant up to twenty (20) days assembly time beyond the regular free time allowance to assemble cargo for a particular vessel or shipment.</p> <p>Any cargo which occupies space beyond the allowed free time will be assessed wharf demurrage charges in accordance with this Tariff unless arrangements have been made for storage.</p>																																																
905	<p style="text-align: center;"><u>STORAGE & STORAGE CHARGES</u></p> <p>Goods or merchandise for storage will only be accepted by POA provided prior arrangements have been made. Any cargo that is not designated for a particular vessel or shipment will be considered as goods or merchandise delivered for storage purposes.</p> <p>Storage charges on all goods and merchandise stored at POA's facilities will become due and payable as invoiced. Storage charges are solely the charges for use of space in the conex box, warehouse or yard and do not include charges for any other service.</p> <p>Storage charges will be assessed per month or part thereof, commencing on the days the goods or merchandise is received by POA until the day it is removed from the Port premises. Storage rates are based on storage location, square footage and availability. An administrative fee with a minimum of \$75/hr. will be assessed for coordination of service. Please see storage rates below.</p> <p style="text-align: center;">Port of Astoria – Storage Rates</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">POA Storage Location</th> <th style="text-align: center;">Size</th> <th style="text-align: center;">Monthly Rate</th> <th style="text-align: center;">Weekly Rate</th> <th style="text-align: center;">Daily Rate</th> <th style="text-align: center;">Hourly Rate</th> </tr> </thead> <tbody> <tr> <td>Administrative Fee</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">\$75/1 hr. Minimum</td> </tr> <tr> <td>10 Pier 1 Building</td> <td style="text-align: center;">Small Package</td> <td style="text-align: center;">\$5.00 each</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Pier 1 – Conex Box (Full)</td> <td style="text-align: center;">8 x 20 (Full)</td> <td style="text-align: center;">\$200</td> <td style="text-align: center;">\$50</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Pier 1 – Conex Box (Half)</td> <td style="text-align: center;">8 x 10 (Half)</td> <td style="text-align: center;">\$120</td> <td style="text-align: center;">\$30</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Maintenance Warehouse <i>**Alternate Option Only**</i></td> <td style="text-align: center;">Pallet</td> <td style="text-align: center;">\$10.00 each</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Maintenance Warehouse <i>**Alternate Option Only**</i></td> <td style="text-align: center;">Large Package</td> <td style="text-align: center;">\$10.00 each</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td><i>**Alternate Option Only**</i></td> <td colspan="5" style="text-align: center;"><i>**Maintenance Warehouse will be used as an alternate option only if conex box is full**.</i></td> </tr> </tbody> </table>	POA Storage Location	Size	Monthly Rate	Weekly Rate	Daily Rate	Hourly Rate	Administrative Fee	N/A	N/A	N/A	N/A	\$75/1 hr. Minimum	10 Pier 1 Building	Small Package	\$5.00 each	N/A	N/A	N/A	Pier 1 – Conex Box (Full)	8 x 20 (Full)	\$200	\$50	N/A	N/A	Pier 1 – Conex Box (Half)	8 x 10 (Half)	\$120	\$30	N/A	N/A	Maintenance Warehouse <i>**Alternate Option Only**</i>	Pallet	\$10.00 each	N/A	N/A	N/A	Maintenance Warehouse <i>**Alternate Option Only**</i>	Large Package	\$10.00 each	N/A	N/A	N/A	<i>**Alternate Option Only**</i>	<i>**Maintenance Warehouse will be used as an alternate option only if conex box is full**.</i>				
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**SECTION 9
DEMURRAGE & STORAGE RATES**

ITEM#	APPLICATION									
910	<p><u>DEMURRAGE RATES</u></p> <p>Per day, weight or measure, whichever produces the greatest revenue:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Commodity</th> <th style="text-align: right;">1,000 kgs.</th> <th style="text-align: right;">Cubic Meter</th> </tr> </thead> <tbody> <tr> <td>All Freight NOS – Inbound.....</td> <td style="text-align: right;">\$.63</td> <td style="text-align: right;">\$.44</td> </tr> <tr> <td>All Freight NOS – Outbound.....</td> <td style="text-align: right;">\$.573</td> <td style="text-align: right;">\$.44</td> </tr> </tbody> </table>	Commodity	1,000 kgs.	Cubic Meter	All Freight NOS – Inbound.....	\$.63	\$.44	All Freight NOS – Outbound.....	\$.573	\$.44
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All Freight NOS – Outbound.....	\$.573	\$.44								



Remit completed Berth Reservation Form to (503) 741-3345 or email to Terminal Manager

Vessel Berth Reservation Form

Exception Pricing Request _____
(indicate exception above)

Vessel Voyage Number Estimated Arrival Date / Time Estimated Departure Date/Time

Vessel Name Berth Requested

Length Overall Unit of Measurement Beam Est. Arrival Draft Est. Sailing Draft

To Load Commodity Type Amount To Discharge Commodity Type Amount

Terms of Affreightment

Vessel Owner Charterer Line

Shipping Agency Agent/Contact Phone Agent's E-mail Address

Billing Address City State Zip Code

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port of Astoria, Tariff filing of the State of Financial Responsibility provided and incorporated herewith as Supplement to this Application of Vessel Berth Reservation. Separate submissions of this document are required when the vessel affreighted or part of the cargo differs from the terms of affreightment for any other part of the cargo.

FOR PORT USE ONLY

Application Received By Date Time

Application Approved By Date Time

Pier Assignment Berth Assigned

Acceptance Remitted By Method Date Time

Supplement to Application for Berth Reservation

Category of Port Charges	Party Responsible for Payment	Established Dollar Amount	For Port Use Only

Total Estimated Charges \$ _____

Pursuant to the instructions set forth in this Tariff, the undersigned seeks the arrangement of berthing facilities on behalf of the above-named vessel, and attests to the accuracy of the information provided to the extent set forth in Section 1 of this Tariff.

Acceptance of Financial Responsibility for Payment

In connection with this Application for this Vessel Berth Reservation, the Undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated above which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached here

Signature of Authorized Agent of Vessel

Date

Note: Pursuant to Port of Astoria Tariff Rule No. 125 in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

Issued: January 1, 2009

Conditions of Berth Reservation: Effective: January 1, 2009

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies Inc., et al. v. Port of Anacortes, et al. and Tariff Rule 125 in the Port of Astoria Tariff No. 11, amendments and reissues thereto, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on page 2 and 3, completed in accordance with, and otherwise governed by, the terms and conditions set forth below:

A. Except where and to the extent waived pursuant to Paragraph B below, terms of payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125 percent (125%) of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled

arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.

B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port; and

1. That party responsible has established credit worthiness acceptable to the Port; or
2. Adequate security, acceptable to the Port, in an amount equal to 125 percent (125%) of the applicable estimated port charges has been posted; or
3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.

C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as a part of the berth reservation process, provide to the extent of his or her knowledge all information called for on the Application for Vessel Berth Reservation` form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information made available to the berthing agent at the time of submission; and the berthing agent held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

D. Should the berthing agent, subsequent to submission to this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.

E. All estimates of port charges are subject to approval and/or adjustment by the Port.

F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.

G. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

Remit completed Berth Reservation Form to (503) 741-3345 or email to Terminal Manager