

**Marine Terminal Operator Schedule**

**Original Publication Date: July 2, 2016**

This Marine Terminal Operator Schedule (this “Schedule”) is issued by Pacific Ro-Ro Stevedoring, LLC, a Delaware limited liability company (“PACRO”) under the authority of the Federal Maritime Commission (46 CFR Part 525) and supersedes all previously issued schedules.

This Schedule shall be applicable to the PACRO operation and services within the Port of Hueneme, CA, Oxnard Harbor District (“Harbor District”).

**Published by**  
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## **Section One: General Information and Definition**

### **100: SCOPE OF SCHEDULE**

This Schedule, and all of its terms and conditions, shall be binding upon all users of the Terminal and upon all persons or entities who engage or receive the Services described in this Schedule regardless of whether such user, person, or entity had actual notice of this Schedule or its terms and conditions prior to its use of such Terminal, or its engagement or receipt of such Services.

This Schedule and PACRO's responsibilities herein shall only apply during the period PACRO has responsibility for the care, custody and control of the Cargo. PACRO is not responsible for and will not take care, custody or control of any Cargo or other items brought to or left on the Terminal that have not been processed and received by PACRO in the manner provided for in this Schedule.

Except when PACRO is providing the stevedore services as provided under Section Six, PACRO shall be deemed to have care, custody and control of the Cargo for the period: for inbound/import Cargo, starting upon the inspection and tally of the Cargo by PACRO at the completion of the discharge stevedore operation, until the date and time of the Cargo delivery from PACRO indicated on the Delivery Order for the Cargo; and for outbound/export Cargo, starting on the date and time of the Cargo delivery to PACRO as indicated on the Dock Receipt for the Cargo, until the movement of the Cargo by the stevedore at the beginning of the loading stevedore activity. When PACRO provides stevedoring services for the Cargo, its care, custody and control under this Schedule shall include the period of the stevedoring activity. Dock receipts for export break bulk cargo requiring a crane may not be issued until cargo is placed onto the ocean carriers' equipment.

### **101: WRITTEN AGREEMENTS**

PACRO may also enter into written agreements with users of the Terminal and/or Services on terms and conditions agreed to between the parties. In the event of any conflict between the terms or conditions of this Schedule and the terms or conditions of the written agreement, unless otherwise specifically provided for in the written agreement, the terms of the written agreement shall govern. Otherwise, any terms of this Schedule not inconsistent with such written agreement shall be deemed incorporated by reference into that written agreement.

### **102: OXNARD HARBOR DISTRICT TERMINAL TARIFF**

The rate, terms and conditions of the Harbor District tariff entitled "Oxnard Harbor District Terminal Tariff No. 7" and any and all revisions, amendments or restatements (the "Harbor Tariff") are incorporated herein by reference as if fully set forth in this Schedule. In the event of any conflict between the terms and conditions of this

Schedule and the Harbor Tariff, the terms and conditions of this Schedule shall govern. To the extent there is no conflict between the terms of this Schedule and the terms of Harbor Tariff, the two documents are to be interpreted as one document. Anyone using the Terminal or Services under this Schedule must also comply with the applicable terms and conditions of the Harbor Tariff, including but not limited to those terms and conditions relating to access, safety and conduct.

### **103: PRIOR SCHEDULES**

This Schedule will replace and cancel any and all prior published or unpublished tariffs, schedules or rate sheets previously issued by PACRO effective, when this Schedule becomes effective.

### **104: DEFINITIONS**

The terms and definitions used in this Schedule are as provided by the requirements of 46 CFR Part 525.

104.1: "Abandoned Cargo" shall mean Cargo that remains on the Terminal for more than 60 days following the discharge from a Vessel or following the tender to PACRO, in the absence of a written storage agreement.

104.2: "Application of Rates" shall mean the rates, charges, rules and regulations named or incorporated into this Schedule for Services and/or the use of the Terminal at the time or during the period the Service or use occurs.

104.3: "Cargo" shall mean all goods, property or items, indicated by a party requesting the use of the Terminal or Services under this Schedule and includes but is not limited to the following commodities: Ro-Ro Cargo, break bulk cargo of all types, forest products, and recreational boats.

104.4 "Customary Freight Unit" shall mean the unit of Cargo on which ocean freight was or is to be calculated for any objects not shipped in a Package as defined in this Schedule.

104.5 "Delivery Order" shall mean the document provided for in Section 405 required to be presented as part of the process of picking up inbound/import Cargo from the Terminal.

104.6 "Dock Receipt" shall mean the document provided for in Section 404 required to be presented for outbound/export Cargo at the time PACRO accepts the Cargo at the Terminal.

104.7 "Force Majeure" shall have the meaning as defined in Section 205 of this Schedule.

104.8 "Free Time" shall mean the period of time, specified in the Harbor Tariff, immediately prior to the loading or subsequent to the discharge of such Cargo,

when such Cargo may occupy space assigned to it on the Terminal, before the Cargo becomes subject to Wharf Demurrage or Terminal Storage charges.

104.9 "Handling" shall mean the Service of physically moving Cargo between places on the Terminal, excluding the Cargo movements required for stevedoring.

104.10 "Harbor Tariff" shall have the meaning as defined in Section 102 of this Schedule.

104.11 "Legal Holidays" shall mean the following: New Year's Day (closed), Martin Luther King's Birthday Lincoln's Birthday President's Day, Cesar Chavez Day, Memorial Day (closed), Fourth of July, Bloody Thursday (July 5-closed), Harry Bridges Birthday, Labor Day (closed), Veteran's Day, Thanksgiving Day (closed), Christmas Day (closed). Any other National or State holidays created by Executive Authority or declared by the Harbor District Tariff.

104.12 "Line Handling" shall mean the handling of Vessel mooring lines in the connection with the docking (tie-up) or undocking (let go) of a Vessel.

104.13 "Other Services" shall mean any work or use, not otherwise specifically provided for in this Schedule or the Harbor Tariff, provided by PACRO at the request of a party associated with Cargo on the Terminal; including, but not limited to, Sorting and Allocating, relabeling of Cargo, other documentation changes, survey, truck loading, and heavy lifts.

104.14 "Oxnard Harbor District" shall mean the independent special district (business enterprise), a political subdivision of the State of California which owns and operates the commercial Port of Hueneme.

104.15 "Package" shall mean any container, van, trailer, pallet, or other types of cargo unitization whatsoever.

104.16 "PACRO" means Pacific Ro-Ro Stevedoring, LLC, a Delaware limited liability company the holder of valid Cargo Handler Permit issued by the Oxnard Harbor District. PACRO is not a common carrier or public utility and is the sole interpreter of this Schedule. At no time is any Terminal or Service user under this Schedule to be deemed a borrowed servant of the PACRO.

104.17 "Point of Rest": shall mean an area on the Terminal where Cargo ordinarily would be deposited when received, subject to noninterference with terminal operations; the actual point at which the Cargo is placed.

104.18 "Ro-Ro Cargo" shall mean any and all types of wheeled or tracked units of Cargo able to be moved on the Terminal and loaded or discharged from Vessels by rolling either self-propelled or towable that do not require any form of lifting including, but not limited to, new assembled motor vehicles, motor or electric vehicles (new or used, all types or description), heavy equipment, agricultural equipment, other tracked or wheeled units.

104.19 "Services" shall mean those tasks or duties performed or provided by PACRO as provided in this Schedule, including those items incorporated by reference from the Harbor Tariff, while the Cargo is in PACRO's care, custody and control.

104.20 "Service and Facility Charge" or S&F Charge" shall mean the charge, payable by the Vessel, its owners or operators, (unless other arrangements have been made with PACRO, prior to the S&F Charge being incurred) for the Cargo that is loaded or discharged from that Vessel relating to the Services provided for the receipt, checking, care, custody and control of the Cargo in the transfer of the Cargo through the Terminal, including the use of the Terminal areas required in the receipt and delivery of the Cargo to and from the Vessel; however, specifically excluding: (i) Cargo Handling, stevedoring, Sorting and Allocating, loading or unloading operations costs or any Other Service or labor charges except those necessary to perform these tasks; (ii) Services or Terminal areas for which there are separate individual charges in this Tariff or the Harbor Tariff, including but not limited to, wharfage, dockage, Wharf Demurrage or Wharf Storage or similar items.

104.21 "Sorting and Allocating" shall mean any customer specific requests for any type of grouping, identification or segregation or other handling or manipulation of its Cargo not normally performed by PACRO in providing its Services.

104.22 Symbols Used in the Schedule:

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

104.23 "Terminal" shall mean those areas of land, buildings or structures used by PACRO in the performance of the Services.

104.24 "Truck Unloading" shall mean the Service of unloading Cargo from a delivering truck to a Point of Rest on the Terminal with equipment provided by PACRO.

104.25 "Usage" shall mean the use of the Terminal by a trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of the Terminal for any other gainful purpose for which a charge is not otherwise specified.

104.26 "Vessel" shall mean any floating craft of any or every description.

104.27 "Wharf Demurrage" shall mean a charge assessed against Cargo remaining in or on the Terminal after the expiration of Free Time, unless prior arrangements have been made with PACRO for the application of Wharf Storage.

104.28 "Wharf Storage" shall mean the charge, approved under the Harbor Tariff, to be assessed against Cargo after the expiration of Free Time.

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## **Section Two: Insurance and Liability**

### **200: LIMIT OF LIABILITY**

PACRO assumes no liability for loss or damage to Cargo handled or transshipped through the Terminal or for which PACRO rendered Services or for any equipment brought on the Terminal, except as specifically provided for in this Schedule. PACRO shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of the party using the Terminal or Services or its employees its agents or its other service providers. Nothing in this Schedule shall exculpate or relieve PACRO from liability for its own negligence or to impose upon others the obligation to indemnify or hold-harmless PACRO from liability for PACRO's own negligence. PACRO shall be liable only for loss or damage to Cargo resulting from its own failure to exercise due and proper care in performing the Services or offering the Terminal provided for herein. Nothing in this Schedule is intended or should be applied to limit PACRO's liability for its own negligence to a greater degree than is permitted under the terms of 46CFR 525.2 (a) (i).

### **201: PER PACKAGE OR CUSTOMARY FREIGHT UNIT LIMITATION**

In no case shall PACRO be liable for loss or damage to Cargo in a sum in excess of \$500 per Package of Cargo, or \$500 per Customary Freight Unit for non Package Cargo, from any cause what so ever, unless the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other users of the Terminal or Services, prior to the commencement of such use of the Terminal or Services makes a written declaration to PACRO of a higher value for the Cargo, as provided in Section 603 of this Schedule.

### **202: EXCLUSIONS OF LIABILITY**

The responsibility for loss or damage to Cargo shall not include loss caused by a Force Majeure event as provided at Section 205 or a loss generally covered by insurance such as fire, heating, frost, freezing, leakage, evaporation, natural shrinkage, wasting or decay, animals, insects, leakage or discharge from fire protection or the elements. PACRO shall have no liability for loss or damage to Cargo to the extent that the same is caused by the inherent vice of the Cargo or the insufficiency of packaging of or marks on the Cargo, for purposes of the foregoing, specifically: pleasure boat Cargo taken out of the water by PACRO at the request of the Cargo interests and non-operating Ro-Ro Cargo, as provided below, shall be deemed to be included in these exclusions.

Unless prior to arrival at the Terminal, PACRO is told that a piece of Ro-Ro Cargo is non-drivable or not operating and arrangements for towing or other means of handling the Ro-Ro Cargo are made, any Party tendering Ro-Ro Cargo to PACRO warrants that the Ro-Ro Cargo is drivable and safe to operate, and such parties shall be responsible and liable to PACRO and shall indemnify and hold harmless PACRO for any and all

losses, costs or damages (including personal injuries or deaths) incurred as a result of the tender of an undrivable or unsafe piece of Ro-Ro Cargo to PACRO, except to the extent such loss, cost or damage is caused by negligence of PACRO. The Party tendering the non-operable or unsafe Ro-Ro Cargo shall be liable for all extra costs and charges incurred for Handle.

### **203: NO CONSEQUENTIAL OR INDIRECT DAMAGES**

PACRO shall not be liable for any consequential damages, incidental damages or special damages or other similar indirect damages, including without limitation loss of revenue, profits or opportunities whether arising out of or as a result of breach of contract, warranty lost (including negligence), strict liability or otherwise.

### **204: OPTION TO REPLACE CARGO**

PACRO shall have the option, at its sole discretion, of replacing any lost Cargo or other property and/or replacing or repairing any damaged Cargo or other property.

### **205: FORCE MAJEURE**

PACRO will not be deemed responsible for its failure or delay in performance of any of its obligations under this Schedule or be liable for any delay, loss or damage of any kind, including but not limited to, delay, loss or damage to Cargo, arising from any one or a combination of the following events (collectively "Force Majeure"): strikes, boycotts, picketing, work stoppages, lockouts or similar labor difficulties or disruptions of any persons in its employ or in the service of others (including but not limited to, the Harbor District, other users of the port, ocean carriers calling at the Port) nor for any causes arising there from; nor any causes unavoidable or beyond its control, including but not limited to Acts of God (including but not limited to, earthquakes, tsunamis, floods, rains, hail or other weather created conditions) acts or states of war, riot, civil unrest or terrorism, or regulations or orders by any court or governmental authority (federal, state, county or local, including but not limited to the Harbor District); fire, explosion, local or national disruptions to transportation networks or operations, airborne contamination, fallout or pollution of any kind or any other similar cause which is not foreseeable and is beyond the control of PACRO.

### **206: DAMAGE CAUSED BY USER**

PACRO accepts no responsibility for damages to the Terminal, Cargo, or other property or accidents occurring when its equipment and/or its operators or employees are furnished to perform work for others, except if caused by PACRO's own negligence. All parties to whom transit sheds, mechanical equipment or other Terminal areas have been assigned by PACRO shall be responsible and liable to PACRO for any damage occurring to such property or to Cargo during their assignment, occupation and/or use without regard to whom shall cause the damage, except for that damage caused by PACRO's own negligence. All such users or parties referred to above further agree to

indemnify and hold harmless PACRO for any and all personal injuries and/or property damage (including Cargo) caused by the negligence of the user or party or their agents, employees, invitees and/or servants.

### **207: OIL SPILLS AND OTHER POLLUTION INCIDENTS**

All users of the Terminal and/or Services shall be responsible and liable to PACRO and shall indemnify and hold harmless PACRO for any and all losses, costs or damages incurred as a result of oil spills from Cargo, vehicles or equipment brought or used on the Terminal by that user of the Terminal or Service or other pollution incidents caused by them or their Cargo, including but not limited to clean up costs, costs of preventing subsequent discharges, and government imposed or Harbor District imposed charges, fees, fines and penalties, except to the extent that such losses, costs or damages are caused by the negligence of PACRO. In the event of a pollution incident described hereunder, PACRO, in its sole discretion or as required by the Harbor District, may either permit the user responsible to undertake clean-up efforts, or PACRO may undertake such clean-up efforts itself or PACRO may engage the services of a third party vendor to perform such clean-up. In the event that PACRO chooses to perform pollution clean-up services itself, charges for such clean-up costs will be imposed upon the responsible user(s) at the current labor and drayage rates in this Schedule, and clean-up materials will be charged at cost plus a 15% administrative fee. In the event that PACRO engages the services of a third party vendor to perform pollution clean-up services, charges for such clean-up costs will be imposed upon the responsible user(s) at the cost of the third party vendor plus a 15% administrative fee.

### **208: NO INSURANCE PROVIDED**

The charges provided under this Schedule do not include insurance of any character. All parties using the Terminal or Services, by such use, warrant to PACRO that said parties carry sufficient amounts of general liability, public liability, vehicle liability and worker's compensation insurance to cover their activities at the Terminal, including their employees, third party vendors, and transportation providers.

### **209: RIGHT TO SUE**

PACRO shall be discharged from any and all liability for any loss or damage to the Cargo or any claim of whatsoever kind, nature, or description with respect to or in connection with the Cargo or any parties use of the Services, Terminal or equipment provided for in this Schedule unless suit is brought against PACRO within one year after delivery of the Cargo or the date when the Cargo should have been delivered. Suit shall not be considered "brought" for the purposes of this Section unless process shall have been actually served and/or jurisdiction obtained over PACRO within the specified one year period.

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## Section Three: Payments and Credit

### 300: MANIFESTS OF CARGO

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

### 301: PAYMENT OF CHARGES:

301.1: Charges of PACRO shall become due and payable upon presentation of invoice, except as hereinafter specified.

301.2 High volume (greater than 500 units per year) business entities doing business under this Schedule may apply for credit. Credit, which is extended at the discretion of PACRO, requires payment within 30 days of the invoice date.

301.3 Failure to pay credit accounts within 30 days of the invoice date shall result in cancellation of credit privileges and the reestablishment of cash terms.

301.4 In addition to any other rights recognized by law, the right is reserved by PACRO to withhold delivery of any Cargo, on which charges published in this Schedule are due and payable, until such time as these charges are paid in full.

301.5 PACRO reserves the right to deny to anyone the use of the Terminal or Services under this Schedule until all past due accounts are paid.

301.6 Any invoices that are not paid within 30 days of invoice date shall accrue interest at the rate of 1% per month from the date of invoice. All returned checks shall be subject to a \$25.00 per check surcharge.

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## Section Four: Services

### 400: SCOPE OF SERVICES

PACRO shall provide at the request of the Vessel operator, Cargo interest or other party requesting Services, the Services provided for in this Schedule.

### 401: DELIVERY INSTRUCTIONS

In the absence of any delivery instructions before discharge of a Vessel is started, the Cargo will be handled to open area storage at the discretion of PACRO and any expenses incidental to Handling the Cargo from that Point of Rest to another Point of Rest will be for the account of the receiver.

### 402: INSPECTION OF CARGO

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

### 403: DANGEROUS AND HAZARDOUS CARGO

Parties, anticipating to use the Terminals or Services under this Schedule for dangerous Cargo must present permits from proper authorities, comply with the provisions of the Harbor Tariff and receive permission from PACRO, and/or the Harbor District and related government authority (if any), before such or Cargo shall be received on or transferred at the Terminal.

The following data is required for the delivering of hazardous cargoes to the Terminal. All of the following must be complied with or the Cargo will not be received by PACRO:

- 403.1: Complete shipper's name and address and, where possible, telephone numbers for emergencies.
- 403.2: Carrier listed either separately or in the billing letterhead.
- 403.3: Complete consignee's name and address, including the overseas port of destination on exports.
- 403.4: Proper DOT shipping name, which is the technical name of the chemical involved. It must be as listed in the Code of Federal Regulations Title 49-Part 172.101. NOTE: Use an application as described in 172.200 through 172.203.
- 403.5: Hazardous class of the material being shipped.
- 403.6: Kind and number of containers and individual weights or total weight.
- 403.7: Labels required.

403.8: Shipper's certification. A shipper's certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

This is to be accompanied by a legible signature of the person certifying.

403.9: Properly documented special instructions, exceptions or exemption information, if required.

#### **404: DOCK RECEIPTS**

No Cargo shall be received by PACRO for export unless accompanied by a fully and accurately prepared Dock Receipt, either in hard copy paper form or in an approved electronic form, containing the following information. PACRO may rely on all such information when dealing with the CARGO.

404.1: Shipper/Exporter.

404.2: Export references.

404.3: Forwarding agent-references.

404.4: Point and country of origin.

404.5: Domestic routing/export instructions.

404.6: Pier.

404.7: Exporting carrier (Vessel).

404.8 Port of discharge.

404.9 For transshipment to.

404.10: All marks and numbers.

404.11: Number of packages.

404.12: All descriptions of packages and goods.

404.13: All gross weights.

404.14: All measurements.

**405: DELIVERY ORDERS**

Anyone coming to the Terminal to pick-up import/inbound Cargo shall be in possession of the proper Delivery Order documents. No Cargo shall be delivered by PACRO unless pursuant to a proper Delivery Order either in hard copy paper form or in an electronic form approved by PACRO. In cases where import Cargo requires U.S. Customs or USDA inspection prior to release, Cargo release will be withheld until the Customs/USDA requirements are met. Proper Delivery Orders should contain the following information:

- 405.1: Vessel name/voyage number
- 405.2: Ocean bill of lading number
- 405.3: Port of discharge
- 405.4: Number of packages and/or container number
- 405.5: Cargo weight
- 405.6: Delivery (pick-up) carrier
- 405.7: Cargo destination (city and state)
- 405.8: Customs entry number
- 405.9: Marks and numbers (if applicable)
- 405.10: Parties responsible for any terminal service billing.

**406: FREE TIME**

Cargo shall have the Free Time on the Terminal as provided for in the Harbor Tariff, unless prior to the expiration of the Free Time for such Cargo, other written arrangements have been agreed to with PACRO.

**407: STEVEDORING**

Upon prior request, PACRO will arrange for the stevedoring of Cargo on and off the Vessel at the rates and charges provided under Section 607. All stevedoring performed by PACRO shall be performed as an agent or contractor of the Vessel operator and under the application of the terms and conditions of the bill of lading for such Cargo, as well as, the terms and conditions of this Schedule.

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## **Section Five: Miscellaneous**

### **500: PACRO IS NOT AN INTERMODAL EQUIPMENT PROVIDER**

Users of the Terminals and/or Services acknowledge that parties other than the PACRO who own, lease, or operate chassis have the sole responsibility for the maintenance and inspection of those chassis and agree that PACRO has no duty to fulfill any obligations of an intermodal equipment provider (IEP) under the Federal Motor Carrier Safety Administration rules and regulations (including, but not limited to, 49 CFR Parts 385, 386, 390, et al.) ("FMCSA intermodal chassis regulations"). Users of Terminals and/or Services agree to indemnify and hold harmless PACRO, and their agents and employees, from and against all suits, actions, claims, demands, damages, losses, expenses and costs of every kind and description to which PACRO and their agents or employees may be subjected relating to any chassis arising from an alleged failure to comply with the FMCSA intermodal chassis regulations.

### **501: REMOVAL OF REFUSE MATERIALS**

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

### **502: REMOVAL OF OBJECTIONABLE CARGO**

PACRO reserves the right to move Cargo or other material which in its judgment is likely to damage other Cargo or property to another location, at the risk and expense of the owner.

### **503: REMOVAL OF ABANDONED CARGO**

PACRO, in its sole discretion, shall have the option of selling or otherwise disposing of Abandoned Cargo on the Terminal as permitted by Federal or State law.

### **504: PARTY'S REQUESTS AND COMPLAINTS**

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

Pacific Ro-Ro Stevedoring, LLC  
279 Hueneme Rd  
Port Hueneme, CA 93036  
Attention: General Manager



### **505: SMOKING ON PREMISES**

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

### **506: TERMINAL NOT A PUBLIC THOROUGHFARE**

The Terminal is not a public thoroughfare and all persons and vehicles entering thereon do so at their own risk. Such persons and vehicles by entering the Terminal agree to obey and be bound by all rules, regulations, signs, policies, and traffic control devices applicable thereto, including maximum posted speed limits within the Terminal, and to park only in designated parking locations on the property all as more specifically provided by the Harbor District. All persons or vehicles entering upon the Terminal must comply with all Harbor District regulations for access and shall carry such forms of identification as may be required by the Harbor District or other public or governmental authorities and shall display such identification upon request.

### **507: SCHEDULE**

Vessel Schedules are available from your ocean carrier.

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## Section Six: Rates and Charges

### 600: ABBREVIATIONS

All abbreviations, not otherwise defined by this Schedule, are used in this Section Six are used as those terms are defined in the applicable Pacific Coast Longshoreman Labor Contract applying to the workers performing such Services or Other Services. "Ton" shall mean 1,000 kilograms ("KGS") unless otherwise specified. When the term "measurement ton" is used in this Schedule, it should be held to mean 35 cubic meters.

### 601: SERVICE AND FACILITY CHARGE (Rate per Metric Ton unless otherwise specified)

<b>COMMERCIAL CARS AND POVS</b>	\$15.16/Unit (Import & Exports)
	Vessel Terminal Clerking : (effective 2/12/2017 )
	<ul style="list-style-type: none"> <li>Volume less than 150 units per vessel shift: floor runner, spotter manning cost billable <b>(S)</b></li> </ul>
<b>FARM TRACTORS</b>	\$8.65 per metric ton
<b>OTHER RO-RO CARGO OR ANY CARGO NOT OTHERWISE SPECIFIED IN THIS SCHEDULE</b>	
<ul style="list-style-type: none"> <li><b>0-1000KGS</b></li> <li><b>1000-5000KGS</b></li> <li><b>5000-UPKGS</b></li> </ul>	<ul style="list-style-type: none"> <li>\$25.14</li> <li>\$15.48</li> <li>\$10.18</li> </ul>
<b>BOATS ON TRAILER HANDLED AS RO-RO CARGO (TOTAL LENGTH)</b>	\$4.27/FOOT

601.1 Any cargo received for export that is taken back out of the terminal shall be assessed an "in-out" fee of \$75.00

### 602: LINE HANDLING CHARGE

Four (4) hour minimum guarantee. Tie Up: 5 man gang; Let Go: 3 man gang.

	Effective: July 1, 2018	
	TIEUP RATE	LETGO RATE
ALL ST	\$2,579.21	\$1,547.53
3ST/1HR2ND	\$2,718.13	\$1,630.88
2HRST/2HR2ND	\$2,857.04	\$1,714.22
1HRST/3HR2ND	\$2,602.36	\$1,797.57
ALL 2ND	\$3,134.87	\$1,880.92
ALL OT	\$3,412.70	\$2,047.62
3HRST/1HROT	\$2,787.58	\$1,672.55

2HRST/2HROT	\$2,995.95	\$1,797.57
1HRST/3HROT	\$3,204.33	\$1,1922.60

### **603: DECLARATION OF CARGO VALUE (AD VALORUM)**

If the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other users of the Terminal or Services desires PACRO to assume a higher liability value for the Cargo than provided for in Section TWO of this Schedule, that party, prior to the commencement of the use of the Terminal or the Service, whichever occurs first, must declare a higher value for such Cargo in writing AND pays to PACRO, in addition to the other charges for such Services as herein set forth, a premium computed at one percent (1%) of the declared value of each Package or Customary Freight Unit. In the event of a higher value being declared in writing AND the payment of the one percent (1%) premium, the liability of PACRO, if any, for damage resulting from its own failure to exercise due and proper care in performing the Services and affording the Terminal provided for shall be determined on the basis of such declared value, or a pro rata portion of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the Cargo.

### **604: NIGHT OR WEEKEND TERMINAL GATE RECEIVING AND DELIVERY CHARGE**

Billed at clerk labor cost as required by job at the rates appearing in Section 608.

### **605: STEVEDORING (VESSEL LOADING AND UNLOADING)**

Billed at Labor Cost as required by specific job at the rates appearing in Section 608 plus PMA tonnage assessments.

### **606: TRUCK UNLOADING CHARGE**

Billed at labor cost as required by job at the rates appearing in Section 608.

### **607: OTHER SERVICE**

607.1 Measurement of Cargo – Billed at clerk labor cost as required by job at the rates appearing in Section 608.

607.2 Sorting and Allocating – Billed at labor cost as required by job at the rates appearing in Section 608.

607.3 All other Services or Other Services not specifically provided for in this Schedule shall be performed and billed at the labor cost as required by the job at the rates appearing in Section 607.

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### 608: BILLABLE LABOR COST FOR OTHER SERVICES AND NOT OTHERWISE SPECIFIED

LABOR TYPE	HOURLY RATES				Guarantee	
	ST	2ND SHIFT	OT	3RD SHIFT	ST/2ND/OT	3RD SHIFT
DRIVERS/DOCKMEN	\$107.47	\$130.62	\$142.20	\$149.14	8 Hours	5 hours
LASHERS	\$107.47	\$130.62	\$142.20	\$149.14	8 Hours	5 hours
BUS DRIVER/KEY MAN	\$111.18	\$135.57	\$147.77	\$155.08	8 Hours	5 hours
HATCH TENDER	\$111.18	\$135.57	\$147.77	\$155.08	8 Hours	5 hours
HEAVY LIFT DRIVER	\$114.77	\$140.33	\$155.12	\$160.78	8 Hours	5 hours
MOBILE CRANE OPERATOR	\$114.77	\$140.33	\$155.12	\$160.78	8 Hours	5 hours
UTR	\$111.18	\$135.57	\$147.77	\$155.08	8 Hours	5 hours
GEARMAN	\$117.23	\$142.79	\$155.58	\$163.24	9 Hours	5 hours
LEAD MECHANIC	\$127.68	\$157.57	\$172.52	\$181.48	10 Hours	7 hours
HATCH BOSS	\$138.77	\$171.45	\$187.80	\$197.60	10 Hours	7 hours
LASHING BOSS	\$138.77	\$171.45	\$187.80	\$197.60	10 Hours	7 hours
FOREMAN	\$138.77	\$171.45	\$187.80	\$197.60	10 Hours	7 hours
SUPERCARGO	\$116.45	\$142.60	\$155.67	\$166.48	10 Hours	7 hours
CH SUPERVISOR	\$116.45	\$142.60	\$155.67	\$166.48	10 Hours	7 hours
CTD/FLOOR RUNNER	\$111.18	\$135.57	\$147.77	\$155.08	10 Hours	7 hours
SPOTTER	\$111.18	\$135.57	\$147.77	\$155.08	10 Hours	7 hours
HATCH CLERK	\$111.18	\$135.57	\$147.77	\$155.08	10 Hours	7 hours
SURVEY CLERK	\$111.18	\$135.57	\$147.77	\$155.08	10 Hours	7 hours
COMPUTER SURVEY	\$114.77	\$140.33	\$155.12	\$160.78	10 Hours	7 hours

### 609: WHARF DEMURRAGE AND WHARF STORAGE

At the expiration of Free Time, for any Cargo remaining on the Terminal, Wharf Demurrage or Wharf Storage charges shall be charged at the rates provided in the Harbor Tariff.

Any charges applied from the Harbor Tariff for Wharf Demurrage Wharf Storage or any other storage charge shall have a ten percent (10%) administration handling fee added to the amount for PACRO's handling of such collection on behalf of the Harbor District.

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