

BOSTON AUTOPORT LLC

TERMINAL TARIFF NO. 1

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NAMING RATES, RULES, AND REGULATIONS FOR CONVENTIONAL AND CONTAINER TERMINAL SERVICES APPLYING AT

MEDFORD STREET TERMINAL

BOSTON-MYSTIC PUBLIC CONTAINER TERMINAL (JOHN F. MORAN DOCKS)

MYSTIC PIERS NOS. 1, 48, 49 AND 50

AT CHARLESTOWN, MA

**Issued:
1 December 2018**

**Issued by:
John H. O'Donnell, Chief Operating Officer
Boston Autoport, LLC
100 Terminal Street
Charlestown, MA 02129**

**Effective:
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**SECTION I
GENERAL RULES, REGULATIONS, DEFINITIONS**

1. DEFINITION BOSTON AUTOPORT:

Where the term Terminal Operator or Boston Autoport is used in this tariff, it shall be held to mean Boston Autoport, LLC. Boston Autoport is not a common carrier nor public utility, and the office of the Chief Operating Officer of Boston Autoport, LLC will render all initial interpretations of its tariff. Appeals to such interpretation should be directed to the Federal Maritime Commission.

2. EXCULPATORY TARIFF PROVISIONS:

No provision contained in this tariff shall exculpate or otherwise relieve Boston Autoport from liability for its own negligence or impose upon others the obligation to indemnify or hold harmless Boston Autoport from liability for its own negligence.

3. APPLICATION OF RATES:

- A)** The rates, charges, rules and regulations named in this tariff for services and facilities, shall be applicable on and after the effective date of this tariff, or the effective date of supplements, or re-issues. The provisions of this tariff will apply at the Boston-Mystic Public Container Terminal (John F. Moran Docks) and at the Mystic Pier No. 1 Annex to the Mystic Public Container Terminal operating as Boston Autoport, the Medford Street Terminal (formerly the Revere Sugar Refinery Wharf) and Mystic Piers Nos. 48, 49 and 50.
- B)** The rates named herein are based on current labor costs for straight time. When upon written application and with advance arrangements requested services are performed during overtime periods and on Saturdays, Sundays and holidays, such services shall be rated at the prevailing charges named in this tariff; plus the applicable overtime differential on labor, along with all relevant assessments and insurances, plus 20%.

SECTION I (Continued)

4. **BULK CARGO:**

Commodities that by nature of their unsegregated mass are normally carried loose and in large quantities; which in the loading and unloading thereof are ordinarily shoveled, scooped, pumped, forked or mechanically conveyed, and which are not in packages, containers, wrappers, or in units of such size to permit piece-by-piece handling.

5. **CARGO WITHOUT DOCK RECEIPT:**

Cargo which arrives at the terminal without or with a defective dock receipt shall not be accepted. It shall be the responsibility of the carrier, or the cargo interests to present a properly completed dock receipt to the Terminal Operator before any service is performed.

6. **CONTAINER:**

The term container, as used in this tariff, refers to the standard permanent type (I.S.O.) oceangoing container 20' or more in length for the movement of cargo as a unit.

7. **DAMAGE TO PROPERTY:**

Vessels, their owners, agents and all other users of the terminals named herein shall be held liable for any damage to said facilities resulting from their use of same. Boston Autoport reserves the right to repair, contract for repair, or otherwise cause to be repaired, any and all damages to docks, wharves, transit sheds, utilities and hoisting/shuttling equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Vessels found to have damaged any of the aforementioned properties, utilities or equipment may be detained by Boston Autoport until sufficient security has been posted to cover the actual or estimated financial liability for such damages.

SECTION I (Continued)

8. DANGEROUS AND HAZARDOUS CARGOES:

- (A) Shipments of dangerous and hazardous cargoes moving via Marine Terminals of Boston Autoport must be documented, marked, labeled, and/or placarded according to the U.S. Department of Transportation (DOT) Regulations (49 CFR parts 100-199 especially Part 172). Port users who offer hazardous materials for transportation are required to provide the following information:
- (1) Complete shipper's name and address and where possible telephone number in case of emergencies.
 - (2) Carrier's name and address.
 - (3) Complete consignee's name and address, including the overseas port of destination on export shipments.
 - (4) The proper DOT shipping name. This means the technical name of the product involved. It must be as listed in the Code of Federal Regulations Title 49, Part 172.101. Note: Use an application described in Part 172.200 through 172.203.
 - (5) Hazardous class of material being shipped (as per Part 172.101).
 - (6) Quantity of the material, kinds and number of containers and individual weights or total weight.
 - (7) Labels Required.
 - (8) Shipper's certification is required per part 172.204. The exact wording is as follows:

"THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION." (This must be legibly signed.)

SECTION I (Continued)

- (9) Properly documented special instructions, exceptions and exemption information, if required.
- (B) Neither class 1 (explosive) nor class 7 (radioactive) hazardous cargoes may remain on the terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel.
- (C) Shippers of dangerous article are required to comply with all of the above and must present necessary permits from proper authorities, as well as obtain permission from the Terminal Operator before such cargo shall be received on or transferred at the terminal. Vessel interests may be required to employ special watchmen at their expense to keep vigil over any dangerous cargo on the terminal facility in order to protect property against fire or other hazards until the condition is eliminated.

9. HOLIDAYS:

The term "Holidays" shall mean the following - or any day celebrated in lieu thereof, or designated as a holiday in the current labor contract, negotiated by the Boston Shipping Association, Inc. and the International Longshoremen's Association, AFL-CIO.

New Year's Day	January 1
Washington's Birthday	Third Monday in
February Evacuation Day	March 17
Patriots' Day	Third Monday in April
Memorial Day	Last Monday in May
Bunker Hill Day	June 17
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thomas W. Gleason's Birthday	Fourth Friday in November
Christmas	December 25

**SECTION I
(Continued)**

10. INSPECTION OF CARGO:

The Terminal Operator may enter upon and inspect any vessel in berth at its terminal to determine 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.

11. INSURANCE:

The rates, charges, rules/regulations named in this tariff, and the services offered or provided by Boston Autoport at the terminals named herein do not include insurance of any kind. All users of the terminal shall obtain and maintain the insurance coverage of the types and in the amounts set forth in Sub-rule 48 at all times while using the terminal.

12. MOVEMENT OF VESSELS:

Whenever necessary for the proper operation of the facility, the Terminal Operator may order a vessel to move to such a place as directed at the vessel's expense. Any vessel which is not moved promptly upon notice to so move may be shifted and any expenses involved, damage to vessel or to Boston Autoport property during such removal, shall be charged to the vessel. Vessels berthing at the terminal shall, at all time, have on board sufficient personnel to move said vessel in case of necessity for the protection of the ship and/or other property.

13. OBJECTIONABLE CARGO:

The Terminal Operator may, at its discretion, remove freight or other material, which in its judgment, is likely to damage other property, to another location, at the risk and expense of the owner.

14. PARKING:

Representatives of the vessel and all persons having business with it or with the terminal shall not be allowed to park vehicles on the premises without the express permission of the terminal. When such permission is granted, parking of privately owned vehicles will be permitted only within those areas so designated by Boston Autoport, and shall be entirely at the risk of the owner and/or the operator of the vehicle. The Terminal Operator reserves the right to remove all vehicles not properly parked at owner's risk and expense.

**SECTION I
(Continued)**

15. PAYMENT OF CHARGES:

- (A) Charges of the Terminal Operator shall become due and payable upon presentation of invoice, except as hereinafter specified.
- (B) If payment is not received within forty-five days, the name of the responsible party will be placed on a delinquent list and such party shall be denied further use of the facility until all outstanding charges have been paid. **Invoices not paid within thirty days are subject to a 1 1/2% service charge per month (or, if lower, the highest monthly service charge permitted by applicable law).** The right is reserved by the Terminal Operator to apply any payment received against the oldest outstanding invoices.
- (C) The vessel or agent who arranges the berthing of a ship agrees to guarantee and pay (unless the vessel or agent otherwise notifies Boston Autoport in writing prior to the arrival of the ship), all terminal charges which are assessed against the vessel in accordance with the terms and conditions specified in this tariff. The Terminal Operator may, at its discretion, require a deposit of sufficient funds in American Dollars to cover all charges, when the written guarantee for payment of such charges is not provided upon request, and/or where the steamship line, agent, person or persons involved are not on the approved credit list of the terminal - or if the parties representing such cargo or vessel have habitually been on the delinquent list. The Terminal Operator further reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.

16. PERSON(S):

The term person(s) as used in this tariff shall mean vessels, agents, owners, masters, operators, truckers, etc. It includes but is not limited to natural persons, artificial persons, corporations, partnerships, organizations and associations; to sovereigns, governments, nations, states, municipalities, and agents and/or instrumentalities thereof.

SECTION I (Continued)

17. POINT OF REST:

An area on the terminal premises where cargo ordinarily would be deposited when received, subject to non-interference with terminal operations. The actual point at which the cargo is placed.

18. PRE-PALLETIZED, PRE-UNITIZED AND PRE-SKIDDED CARGO:

Pre-palletized cargo refers to identical or nearly identical individual pieces of freight stacked (in such a way as to form a single unit, and in case of pre-unitized cargo strapped-glue-shrunk-wrapped together) on a flat portable platform constructed of wood, metal or other material of sufficient strength to be suitable for the character of the cargo it is to accommodate. Pre-skidded cargo refers to one or more pieces of freight which, to facilitate handling, has been mounted on and fastened to runners (such as planks or beams) of wood or metal. To be acceptable under this classification, the cargo must be set on pallets or runners with openings wide enough to permit free access of fork lift blades, and so spaced as to provide a balanced load when lifted. The shipment must be positioned on the terminal facility, in a motor vehicle, or in a rail car, in such a way that it may be moved without shifting the unit prior to insertion of forklift blades.

19. REFUSE MATERIALS:

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

**SECTION I
(Continued)**

20. RESPONSIBILITY FOR LOSS OR DAMAGE:

- (A)** Whereas, cargo, goods and other materials under the terms of this tariff are not in the care, custody and control of the Terminal Operator, absent any negligence on its part, Boston Autoport, its officers, agents, or employees shall not be responsible for loss or damage by whomsoever caused to vessel, persons, or to cargo or any other property in or upon or moving or being moved over, in, through, or under any wharf or other structure or property owned, controlled, or operated by the terminal, resulting from any cause whatsoever, including but not limited to loss or damage which in any manner is caused by or results from theft, pilferage, animals including rats, mice, and other rodents, birds, insects including moths and weevil, shrinkage, wastage, seepage, leaking containers, heating, evaporation, fire or extinguishment thereof, explosion, leakage discharge from fire protection system, dampness, rain, floods, freezing, frost, or other action of the elements or acts of God, collapse of walls, piers, or other structures, breakdown of plant, machinery, or equipment, floats, logs or piling required to breast vessel away from wharves, sabotage, riots, insurrection, revolution or war, or any combination of the foregoing.
- (B)** Boston Autoport shall not be liable for any delay, loss or damage arising from strikes, work stoppages or other collective bargaining action.
- (C)** Other than for loss or damage caused by the negligence of Boston Autoport, all persons to whom berths, wharves, transit sheds, mechanical equipment or other facilities have been assigned shall be responsible and liable to the Terminal Operator for any damage occurring to such property during their tenancy, occupancy and/or use.
- (D)** Vessels, their owners and agents, trucking companies, stevedores, and all other users of the terminal facilities agree to indemnify and save harmless the terminal from and against all losses, claims, demands, and suits for damages, arising out of their operations on the property of the terminal and the use of its facilities, including claims by their employees or by workmen's compensation insurers (sometimes called third-party actions), and including court costs and attorneys' fees, except such as may arise from the negligence of the Terminal Operator, its agents and servants. The conditions set forth in this sub-rule are subject to the provisions of sub-rule 002.

**SECTION I
(Continued)**

21. SHIPPER'S REQUEST AND COMPLAINTS:

Shipper's request and complaints shall be promptly and fairly considered by Boston Autoport provided that they are submitted in writing to Boston Autoport at the address in the tariff record. When the action of Boston Autoport in response to a shipper's request or complaint requires tariff change, no such change will be retroactive.

22. SMOKING:

Smoking is prohibited on the terminal premises except at such portions thereof as may be designated by the Terminal Operator.

23. SYMBOLS USED TO INDICATE CHANGES IN THE TARIFF:

The symbols listed below are to denote changes when amendments to this tariff are issued:

- (I) Increase
- (D) Decrease
- (W) Change in wording, resulting in neither increase nor decrease
- (N) New Item

24. TERMINAL:

The word Terminal as used in this tariff shall be held to mean those portions of the terminals named herein operated and maintained by Boston Autoport for public use.

25. TON:

Except as may otherwise be specified, the term ton as used in this tariff shall mean a ton of 2,000 pounds.

**SECTION I
(Continued)**

26. USE OF PREMISES:

- (A)** The use of the terminals named herein by any person (including vessel operators, truckers, crew members of ships, passengers, spectators, officers or employees of persons using these facilities) is conditional upon strict adherence to all applicable rules and regulations of the U.S. Department of Agriculture, the Customs Service, the Environmental Protection Agency, the Department of Transportation, the Massachusetts Port Authority, Boston Autoport and other federal, municipal or state agencies. Vessels, their owners, agents, cargo interests and/or other responsible parties shall be held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed containers or cargo, or owing to defective reporting of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel, its owners, agents, cargo interests or other parties, without regard as to whether such omission(s) be intentional or accidental. Entry upon or docking at the terminals by any person shall be regarded as constituting an agreement by such person to comply with said rules and regulations. Persons found NOT in full conformity with standards promulgated by the above-mentioned governmental agencies will be barred from the facilities. Use of the terminals shall also be deemed as acceptance of the terms and conditions named in this tariff. The terminals are not public thoroughfares and all persons entering thereon do so at their own risk.
- (B)** Cargo shall be stacked or piled on the pier, pier apron or transit sheds so as to produce a uniform loading for the area covered, no greater than the load limits prescribed by the Terminal Operator. Vessels and other users of the terminal facilities shall confine their operations to the area designated by Boston Autoport, and shall handle cargo and equipment so that there will be at all times:
- 1)** A minimum area of four feet on all sides of fire hydrants, fire alarm boxes and fire-fighting equipment kept free, unobstructed and with direct access.
 - 2)** Free, unobstructed and direct access to all buildings and fire hydrants by the Boston Fire Department or terminal firefighting equipment.
 - 3)** Free and unobstructed operation of automatically closing fire doors.
 - 4)** A two foot aisle space between all cargo and sidewalls, bulkheads, partitions, doors, windows or any parts of the premises to prevent damage, and to comply with the regulations of the U.S. Coast Guard, Boston Fire Department, and other regulatory agencies.

**SECTION I
(Continued)**

27. VESSEL:

The term vessel shall mean a floating craft of every description, and includes the owner and/or operator, charterers and sub-charterers and/or such other persons acting as agents or users thereof.

End of Section I General Rules, Regulations, Definitions

SECTION II

DOCKAGE

28. DOCKAGE DEFINITION:

The term Dockage refers to the charge assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed. The period of time for which Dockage shall be assessed against the vessel shall commence when such vessel is made fast to the wharf, bulkhead, or to another vessel so berthed, and shall continue until such vessel has completely vacated such berth. In the event that the vessel should call at more than one Boston Autoport terminal on the same voyage, Dockage charges will be assessed as if the entire cargo complement had been discharged and/or lifted at a single terminal, and will be subject to only one minimum charge.

29. DOCKAGE RATES:

- (A) **Self-Propelled Vessels:** Dockage will be assessed against the vessel, its owners, agents, or operators at a rate of **43 cents** per Net Registered Ton (NRT) with a minimum charge is **\$1,078.00** per twenty-four hour period or fraction thereof. The highest published Lloyd's Register of Shipping measurement shall be used in determining net registered tonnage.
- (B) **Idle Status:** Whenever a ship is berthed at the terminal with the permission of the Terminal Operator, in idle status, prior to the commencement or subsequent to the completion of loading and/or unloading cargo, a charge of **\$56.00** per hour or fraction thereof will be assessed against the vessel, owner or operator. Idle status charges will be assessed only for those hours prior or subsequent to any twenty-four hour active loading or discharging Dockage period.

SECTION II (Continued)

(C) **Inactive Status:** Self-propelled or non-self-propelled vessels not using a terminal to discharge or load cargo shall be assessed Dockage at the rates appearing in the table below. Permission for such Dockage shall be at the discretion of the Terminal Operator. Rates are expressed in American Dollars per twenty-four hour period or fraction thereof.

(1)	Vessels under 300 feet overall length	\$256.00
(2)	Vessels 301 feet to 600 feet overall length	\$371.00
(3)	Vessels over 600 feet overall length	\$1,081.00
(4)	Excursion vessels, government vessels, and private craft.	Rates on request.

(D) **Non-Self-Propelled Container and Conventional General Cargo Vessels:** A charge of \$3.50 per foot in overall length with a minimum charge of \$1,081.00 per twenty-four hour period or fraction thereof, shall be assessed against seagoing and/or intraport barges berthing or making fast to the wharf for the purpose of loading and/or discharging cargo directly to or from the pier.

(E) **Non-Self Propelled All Other Vessels:** A charge of \$3.00 per foot in overall length with a minimum charge of \$467.00 per twenty-four hour period or fraction thereof shall be levied against seagoing and/or intraport barges berthing or making fast to the wharf for the purpose of loading and/or discharging NON-HAZARDOUS liquid or dry bulk cargo directly to or from the pier.

**SECTION II
(Continued)**

30. DOCKAGE RULES AND REGULATIONS:

- (A) **Application for Berth Assignment:** All vessels desiring a berth at a terminal shall, as far in advance of the date of docking as possible, make application therefore, in writing to the Terminal Operator, specifying the estimated date and time of arrival and sailing, and the nature and quantity of cargo. The vessel will be required to supply the Terminal Operator with a true and legible copy of the manifest of cargo, (including the dangerous cargo manifest) loading list, or other transportation documents as may be required, at the earliest possible opportunity and in any event, no later than at the time operations commence. Upon request, the vessel will make available a revenue manifest. The vessel shall be held liable for claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of defective report of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel in compliance with this provision, without regard as to whether such omission(s) be intentional or accidental.
- (B) **Notice of Release of Berth:** When for reasons over which the applicant has no control, it becomes necessary to cancel or postpone berthing assignments, due notice (24 hours) shall be given sufficiently in advance to prevent any loss of Dockage charges; otherwise the Terminal Operator reserves the right to assess against the vessel, owner or operator a dockage charge of \$680.00 and to use the berth for other purposes.
- (C) **Notice to Vacate Berth:** Vessels using the terminals named herein must agree to work continuously. Vessels will leave the facility immediately upon completing discharge and loading operation unless special permission for a later departure is granted by the Terminal Operator. When a vessel is waiting to use a berth which is occupied by a vessel about to complete its operation, the terminal will give the vessel on berth advance notice to that effect and request the vessel to vacate the berth within thirty minutes after completing its loading and/or unloading operation. Vessels refusing to vacate the berth when requested to do so will be subject to a charge of \$425.00 for each fifteen minute period said berth is occupied and unavailable.

**SECTION II
(Continued)**

- (D) **Vessels Docking Without Permission:** The terminals governed by this tariff were, for the most part, purpose-built to conform strictly with the prevailing commercial and ship requirements of ocean common carriers transporting passengers or break bulk and containerized general cargo in foreign or domestic waterborne trades; are not equipped to adequately accommodate other types of vessels, particularly those designed to carry hazardous bulk liquid commodities in ship lot quantities. Such vessels shall not be permitted to tie up at the pier without the explicit approval of the Port Director or designee, except under DECLARED emergency situations. Vessels, whether under load or in ballast, docking or making fast to the wharf without the express permission of Boston Autoport will (pursuant to sub- rule 12 of this tariff) immediately be given notice to vacate the berth and a fine of \$2,000.00 shall automatically be assessed to the owner/operator thereof in accordance with Section 3 (a) of The Massachusetts Port Authority's Enabling Act (Chapter 465, Mass. Acts of 1956).

End of Section II Dockage

SECTION III

WHARFAGE

31. WHARFAGE DEFINITION:

The term Wharfage refers to a charge assessed against the vessel on all cargo passengers and containers, loaded or empty, passing or conveyed over, onto or between vessels (to or from barge, lighter or water) when berthed at a wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service.

32. WHARFAGE RATES:

(A) Cargo vessels	Minimum charge per vessel	\$991.00
1) Automobiles and trucks on wheels, self-propelled, uncrated per vehicle		\$5.20
2) Full Containers	Each	\$51.00
3) Empty containers	Each	\$23.00
4) General Cargo, NOS.	Per Ton	\$3.60

End of Section III Wharfage

SECTION IV

USAGE

33. USAGE DEFINITION and RULES:

- (A) The use of terminal facility by any rail carrier, lighter operator, trucker, shipper, or consignee, their agents, servants, and/or employees, when they perform their own car, lighter, or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.
- (B) Usage charges will not be assessed when truck or rail car is loaded or unloaded by the Terminal Operator; nor will they apply on government cargo, or project shipments.
- (C) The consignee of inward cargo or the shipper of outward cargo is responsible for the payment of the Usage charges.
- (D) Inward or outward cargo relayed overland via the terminals named herein, when neither movement is by water will be assessed Usage charges at the rates named in sub-rule 34.
- (E) The Terminal Operator may arrange with the vessel, agents, or other parties to bill these charges direct to the vessel, agent, or other party on the entire cargo carried by the vessel. When Boston Autoport is obliged to bill Usage charges DIRECT to the party ultimately responsible for payment, the ocean carrier or designee shall, upon request, furnish an accurate and legible copy of some sort of OFFICIAL shipping document(s) e.g., ocean/overland bill of lading, delivery order, dock receipt, etc., on which the name and address of the consignee (in the case of import cargo) and the shipper (on export cargo) are clearly shown.

SECTION IV (Continued)

34. USAGE RATES:

(A) Containerized Cargo:

Moving intact through the terminal loaded and sealed:

Containers under twenty-six feet in overall length	Each Container	\$46.00
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Containers over twenty-six feet in overall length	Each Container	\$62.75
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(B) Non-Containerized Cargo:

Cargo NOS	\$6.70 per ton.
Minimum Charge	\$37.00 per bill of lading.

(C) Automobiles and trucks on wheels.

Self-propelled, uncrated,	\$7.50 per vehicle
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End of Section IV USAGE

SECTION V

FREE TIME

35. FREE TIME DEFINITION:

“Free Time” refers to the specified period (excluding Saturdays, Sundays and Holidays) during which cargo may occupy space assigned to it on terminal property free of Wharf Demurrage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel. The terminals governed by this tariff were, for the most part, when built, purpose-built to conform strictly to the prevailing commercial and ship requirements of ocean common carriers transporting passengers or dry bulk general cargo in foreign or domestic waterborne trades. Now, due to higher security requirements, these facilities are not equipped to adequately accommodate the storage of cargo for extended periods. **Therefore, “Free time” is not granted at the terminals governed by this tariff.**

36. [RESERVED FOR FUTURE USE]

37. [RESERVED FOR FUTURE USE]

End of Section V FREE TIME

**SECTION VI
WHARF
DEMURRAGE**

38. WHARF DEMURRAGE DEFINITION:

- (A) The term Wharf Demurrage refers to the charge assessed against cargo remaining on the terminal facility after the expiration of the free time period unless, prior arrangements have been made with the Terminal Operator for storage of such cargo. Wharf Demurrage is solely the charge for the use of the terminal area occupied by the cargo and does not include charges for any other services, such as but not limited to; security, lighting, electricity, water, clerking, repositioning, inspecting or rehandling.
- 1) As there is no Free Time at the terminals governed by this tariff, Wharf Demurrage charges, for Import Cargo, shall commence at the first 8:00 A.M. after the cargo is discharged from the vessel.
 - 2) For Export Cargo, Wharf Demurrage charges shall commence immediately upon arrival of the cargo at the terminal and continue until said cargo is loaded upon the vessel.
- (B) Demurrage charges on inward cargo shall be assessed against the consignee or owner of the cargo. On outbound cargo, Demurrage charges shall be for the account of the vessel.
- (C) The Terminal Operator may arrange with the vessel, agents or other parties to bill these charges direct to the vessel, agent or other party on all cargo carried by the vessel which remains on the pier after the completion of cargo operations.

39. WHARF DEMURRAGE RATES:

Saturdays, Sundays and Holidays shall be included when computing demurrage charges. **When cargo remains on the terminal for six or more days, it shall be charged at the high rate until it is removed from the terminal.**

- (A) **Cargo, NOS:**
\$0.77 per 100 lbs. per day, or fraction thereof, for the first 5 days after the expiration of free time. **Minimum charge \$70.00.**
\$0.82 per 100 lbs. per day, or fraction thereof, for each succeeding day.
Minimum charge \$149.00
- (B) **Cargo in containers, per container, per calendar day:**
- | | |
|--|-----------------|
| First 5 days after expiration of free time | \$72.00 |
| Each day thereafter | \$204.00 |

SECTION VI (Continued)

40. ASSESSMENT OF DEMURRAGE CHARGES DURING TERMINAL TIE-UPS:

In the event that a consignee or owner of cargo should be prevented from timely removing said cargo - or when the loading of a vessel is precluded by reason of the terminal or cargo being immobilized by adverse weather conditions, authority of law, omissions of the ocean common carrier, strikes, slowdowns or work stoppages of longshoremen, or personnel employed by the terminal operator or the steamship lines or truckers or by any other extraordinary event, the free time shall be extended to cover the resulting delays. Should such conditions arise after the free time period has expired, no wharf demurrage charges shall be assessed as long as the movement of cargo is hampered or prevented by such exigencies. When the circumstances that gave rise to the application of the "Terminal Tie-ups" provision involve a Friday or the day before a holiday, it shall be deemed the terminal not to have reverted to normal status until 8:00 A.M. of the immediately following Monday or 8:00 A.M. of the morning after the holiday.

41. UNDELIVERED CARGO:

- (A) Cargo which is undelivered and remains on the terminal property beyond the expiration of the free time may be re-piled to make space or transferred to other locations within the facility or removed to a public warehouse with all expenses and risk of damage for the account of the owner, shipper, consignee or carrier as responsibility may lie. Boston Autoport is to have a lien on all such cargo, including that which may be placed in public storage for all terminal charges accrued.
- (B) Cargo remaining on the Terminal Facility in excess of forty-five days will be considered abandoned and sold to satisfy any terminal charges that might be due Boston Autoport. Fifteen days prior to such sale, a registered receipted letter of notice will be mailed to the owner of record. Any amount received beyond the charges due the Terminal Operator will be forwarded to the owner of the cargo if claimed within one year of mailed notice.

SECTION VII

MISCELLANEOUS CHARGES; INSURANCE

- 42. EQUIPMENT RENTAL:**
(rule reserved for future use)

**SECTION VII
(Continued)**

48. INSURANCE

All users of the terminal shall obtain and maintain the insurance coverage of the types and in the amounts set forth below at all times while using the terminal.

WORKERS COMPENSATION: Statutorily required limits

EMPLOYERS LIABILITY (if applicable):

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

LSHWA and Jones Act Coverage (if applicable)

COMPREHENSIVE MARINE LIABILITY:

Any One Accident or Occurrence	\$1,000,000
Protection and Indemnity Insurance	Included
Each Pollution Event Limit	\$1,000,000

EXCESS MARINE OR UMBRELLA LIABILITY:

Limit of Liability: NO LESS than \$5,000,000 over primary

ADDITIONAL CONDITIONS:

- All coverages to be written by a Best rated "A VIII" insurance carrier.
- Boston Autoport LLC, Massachusetts Port Authority and their designees, affiliates, subsidiaries and each foregoing party's respective officers, members, directors and employees, agents and assigns shall be named as additional insureds on a primary and non-contributory basis on all policies as permitted by applicable law.
- All policies (INCLUDING Workers' Compensation) shall grant a waiver of subrogation in favor of Boston Autoport LLC, Massachusetts Port Authority and their designees, affiliates, subsidiaries and each foregoing party's respective officers, members, directors and employees, agents and assigns, as permitted by applicable law.
- Cancellation Provision: 30 days' notice shall be required to be provided to Certificate Holder.
- Increasing underlying primary insurance limits or increasing umbrella limits may be used in obtaining the total liability limits required (\$6,000,000 per occurrence and \$6,000,000 aggregate total needed).