



GALVESTON WHARVES

THE BOARD OF TRUSTEES OF THE GALVESTON WHARVES

Tariff No. 7

Contact:

Board of Trustees of the Galveston Wharves, Port of Galveston

123 25th Street, 8th Floor, Galveston TX, 77550

Phone: (409) 766-665-9321 | Fax: (409) 766-6107

www.portofgalveston.com

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Section 100: General Information

AUTHORITY

100

The Board of Trustees of the Galveston Wharves, Port of Galveston, is a body corporate and politic, so designated by the City of Galveston Charter as set forth and adopted on October 17, 1940. The Port reserves the right to amend this Tariff, or any item or part thereof, provided that before any such amendments are adopted, (30) thirty days advance notice of consideration by the Board of adoption of the resolution authorizing such amendments will be given to parties requiring such notice. Insofar as possible, changes will be made effective on a calendar year basis. In any conflict between this Tariff No. 7 and any previous versions, this version shall prevail.

This same authority pertains also to the Port of Galveston's Ground Transportation Manual, which contains all guidelines regarding ground transportation.

DEFINITIONS

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Words and terms used in this tariff are defined as follows:

AGENT OR VESSEL AGENT: The party or entity, which submits the application for berth.

ARRIVAL AT BERTH: The time at which an incoming vessel moors to her berth.

BERTH: The water area at the edge of a wharf, including mooring facilities used by a vessel while docked.

BERTH SPACE: The area within the Galveston Wharves facility designated or allotted by the Galveston Wharves for the receipt and accommodation of freight for export pending arrival of the vessel to which such freight is consigned and for the receipt and accommodation of import freight pending delivery or tender of delivery by the steamship company to the owner or consignor thereof.

BONDED STORAGE: Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs.

CHECKING: The service of counting cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

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CONTAINER: A standard (I.S.O.) seagoing container 20 feet in length or over.

DAY: A consecutive 24-hour period or fraction thereof.

DEPARTURE FROM BERTH: The time at which an outgoing vessel leaves her berth.

DOCKAGE: The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

FREE TIME: The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

FREIGHT HANDLER: Any stevedore or other entity that has executed a written agreement with the Galveston Wharves to perform loading/unloading rail cars and motor trucks within the premises of the Galveston Wharves. Previously called "Outside Contractor".

HANDLING: The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

HEAVY LIFT: The service of providing heavy lift cranes and equipment for lifting cargo.

LINER SERVICE: Vessels making regularly scheduled calls for the receipt and delivery of cargo and/or passengers.

LOADING & UNLOADING: The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of land conveyance to or from the terminal facility.

MARGINAL TRACKS: Railroad tracks on the wharf apron within reach of ship's tackle.

PASSENGER: 1: A person who is traveling in an automobile, bus, train, airplane, vessel or other conveyance, especially one who is not the driver, pilot, or the like.

2: A wayfarer; traveler.

PIER ASSIGNMENTS: The wharves and sheds may be preferentially assigned. Preferential assignments will not be considered absolute to the total exclusion of other vessels, which the Galveston Wharves may deem proper to assign to such space. It shall be understood, however, that the Galveston Wharves will not undertake to make use of such preferentially assigned space for other vessels, except when the same, in its opinion, is not being made use of by the party to whom it is assigned, or when the Galveston Wharves deems that any particular necessity demands it.

POINT OF REST: The area of the terminal facilities, which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area of the terminal facility which is assigned for the receipt of outbound cargo from shipper for loading of vessel.

SHIPSIDE: The location of cargo within reach of ship's tackle, or in berth space, in accordance with the customs and practices of this port.

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TERMINAL STORAGE: The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after expiration of free time, including wharf storage, shipside storage, closed or covered storage, opened or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.

TON: A unit of weight of 2,000 pounds.

USAGE: 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 loading unloading, lighter loading unloading, or truck loading unloading or the use of such facilities for any other gainful purpose for which a charge is not otherwise specified.

USER, DEFINITION OF: A user of the facilities managed and controlled by the Board of Trustees of the Galveston Wharves shall include, but not be limited to:

1. Any steamship agency and/or stevedoring company doing business on or in connection with such facilities.
2. Any person, partnership, corporation or other entity doing business on or in connection with such facilities.
3. Any person, partnership, corporation, or other entity owning or having custody of cargo on or moving over such facilities.
4. Any owner, operator, contractor or employee thereof, in good standing, with an approved permit or operator's agreement issued from the Galveston Wharves within any facilities
5. Any member of the general public lawfully entering onto Galveston Wharves property (public or restricted) with a lawful purpose to park, pickup or drop off passengers, freight or provide approved service within such facilities.

VESSEL: Includes within its meaning every description of water craft or other artificial contrivance whether self-propelled, or non-self-propelled used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner thereof.

VOYAGE: For the purpose of this tariff circular, a vessel's voyage is completed when she departs from ports known as the Galveston District.

WHARF: Any wharf, pier, quay, landing, or other stationary structure to which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.

WHARF DEMURRAGE: A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage.

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WHARFAGE: A charge assessed against the cargo or vessel on all cargo, empty containers, and bunker fuel passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

ABBREVIATIONS:

C	-Cents
\$	-Dollar
%	-Percent
(A)	-Addition
(C)	-Change in wording which results in no increase or reduction
(I)	-Increase
(N)	-New Item
(R)	-Reduction
Cont'd	-Continued
Cu. Ft.	-Cubic Feet
cwt	-Hundred-Pound Weight
FMC	-Federal Maritime Commission
FTZ	-Foreign Trade Zone
GRT	-Gross Registered Ton
ISO	-International Standardization Organization Lbs. (Pounds)
LOA	-Length - Over - All
MFB	-Thousand Board Feet
MT	-Metric Ton
NOS	-Not Otherwise Specified

GULF SEAPORTS MARINE TERMINAL CONFERENCE

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The Port of Galveston is a member of the Gulf Seaports Marine Terminal Conference.
Federal Maritime Commission Agreement No. 224-200163, Approved December 2, 1988.

NOTICE: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules and regulations. Any such rates, charges, rules, and regulations, adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper symbol and explanation.

SHIPPER'S REQUESTS AND COMPLAINTS:

Shippers, or other users of the facilities and services of the members of said Conference, desiring to present requests of complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference Agreement, should submit the same, in writing to the Chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, The Conference Chairman will so advise by mail. The said Chairman will notify such shipper or complainant of the docketing of the matter and of the date and time of the proposed meeting and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting:

Bill Inge, Conference Chairman

C/o Alabama State Port Authority

P.O. Box 1588 Mobile, Alabama 36633

Section 200: Legal Notices

COMPLIANCE WITH THE LAW

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All common carriers, vessels, their owners and/or agents, forwarders, tenants and any other “users” of the facilities of the Galveston Wharves shall fully comply with all Federal, State, County and City laws, statutes, ordinances, rules and regulations applicable to the Galveston Wharves, the facilities or any activities of the Galveston Wharves.

CONSENT TO THE TERMS OF THE TARIFF

201

The use of the facilities under the jurisdiction of the Galveston Wharves shall constitute a consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels, their owners, agents, and other “users” of such facilities to pay all charges specified in this Tariff, to be governed by all rules and regulations herein contained, to abide by local rules and regulations as set forth by the Board of Trustees of the Galveston Wharves and to be responsible for the disciplining of any infractions thereof by such person and / or such firms and their employees, and all claims, damages, etc.

ACCESS TO PORT PROPERTY

202

To promote public safety and efficient operations, the Galveston Wharves may restrict access to its facilities. As used in this item, “facilities” includes all land, buildings, offices, open and covered cargo areas, wharves and slips; also equipment, machinery, railroad right-of-way and roadways, which are owned, controlled or operated by the Galveston Wharves. Authorized persons only are permitted on Galveston Wharves Properties and Facilities; all others will be considered trespassers subject to prosecution and penalties in accordance with the laws and ordinances of the City of Galveston and the State of Texas.

DEMURRAGE OR DETENTION

203

Except when it is caused by its own negligence, Galveston Wharves will not be responsible for any demurrage or detention on railcars or trucks.

PROHIBITION OF SOLICITATION AND UNAUTHORIZED VENDING**204**

The Rules and Regulations of the Galveston Wharves prohibit solicitation of any kind or the vending or promotion of any product or service on the facilities of the Galveston Wharves without the prior authorization from the Galveston Wharves, which may include the issuance of a license from the Galveston Wharves in accordance with Items No. 300. "Solicitation" shall include the passing out of literature, waybills or flyers and/or verbal communication for the purpose of promoting a product or service.

RESPONSIBILITY FOR PAYMENT OF CHARGES, ETC.**205**

The use of waterways and facilities under jurisdiction of the Board of Trustees of the Galveston Wharves shall constitute consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners and agents, and other Users of such waterways and facilities, to pay all charges specified, including any and all damages to property as provided in Item 206, or reissues, and to be governed by all rules and regulations contained in this tariff.

DAMAGE TO PROPERTY**206**

(A) All vessels, their owners, charters and their agents, and all other Users of the facilities of the Board of Trustees of the Galveston Wharves shall be responsible for the expense of replacement or repair of any facility damaged as a result of their use or occupancy thereof, whether or not such damage is caused by negligence or by the operation and conduct of third parties participating with them in their use or occupancy including, but not limited to, tugs and pilots. The expense of replacement or repair will be billed against the User (or Users jointly) for such damages as herein stated at cost. ***Each User must indemnify the Board of Trustees of the Galveston Wharves and the City of Galveston in accordance with the provisions of this Tariff.***

(B) The discharge of heavy articles or the stacking of freight in such quantities as will cause excessive weight upon the piers, aprons or wharves will not be permitted without prior written authority of the Board of Trustees of the Galveston Wharves and then only at sole risk of the vessels, their owners or agents, or owner of the property so discharged.

(C) The Harbormaster may detain any vessel or other watercraft responsible for damage to the facilities, until sufficient security has been posted for the amount of damage.

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WATCH SERVICE**207**

The rates published herein do not provide for and the Board of Trustees of the Galveston Wharves does not perform watch service for the use and benefit of the Users of the Galveston Wharves.

INDEMNITY**208**

All vessels, their owners or agents, and all other Users of the facilities of the Board of Trustees of the Galveston Wharves agree to indemnify and save harmless the Board of Trustees of the Galveston Wharves and the City of Galveston *in accordance with the provisions of this Tariff.*

LIMITATION OF LIABILITY OF CITY AND MEMBERS OF THE BOARD OF TRUSTEES**209**

The City of Galveston shall never be liable to respond in damages or make indemnity or compensation of any character from any source other than the income and revenues arising from the operation of the property operated by the Board of Trustees of the Galveston Wharves by reason of, or due to, or caused by the operation of the Galveston Wharves, the members of the Board of Trustees of the Galveston Wharves, either singularly or collectively, shall not be personally liable to anyone by reason of, or due to, or caused by the management of Galveston Wharves.

CARE, CUSTODY AND CONTROL OF CARGO**210**

The rates published in this tariff do not provide for, and the Board of Trustees of the Galveston Wharves does not accept care, custody and control of the any cargo or other property while on or in the wharves, docks, transit sheds, warehouses or any other facilities managed and controlled by the Board of Trustees of the Galveston Wharves.

LITIGATION EXPENSE**211**

In the event suit should be brought by the Board of Trustees of the Galveston Wharves through the City of Galveston in a court of competent jurisdiction to collect any monies due, enforce any provisions or remedy any default under this tariff by User or Users of the facilities of the Board of Trustees of the Galveston Wharves, which suit results in a final judgment, then the prevailing party shall be entitled to recover of and from the non-prevailing party, in addition to the usual court costs, reasonable attorney's fees.

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LESSEE RESPONSIBILITY**212**

When cranes, derricks, hoists, conveyors, lift trucks, tractors and other equipment used in the moving or lifting of cargoes (hereinafter called "Leased Equipment") are rented or leased to others (hereinafter called "Lessee"), it is expressly understood that such Leased Equipment will be operated under the direction and control of Lessee, and the Lessee shall be responsible for the operation thereof and assume all risks for injuries or damages which may arise or grow out of the use or operation of said Leased Equipment. Each Lessee, by acceptance of such Leased Equipment, agrees to fully protect, indemnify, reimburse and save harmless the Board of Trustees of the Galveston Wharves and the City of Galveston as required by the provisions of this Tariff. It is hereby understood and agreed that in the event Lessee uses the operator of said unit employed by the Galveston Wharves, such operator shall be under the direction of the Lessee and the operator shall be considered as the agent or servant of the Lessee and Lessee shall be responsible for the acts of such operator during time of rental or lease. It is incumbent upon the Lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties with reference to such matters.

LIABILITY FOR LOSS OR DAMAGE TO FREIGHT OR CARGO**213**

Except as may be caused by its own negligence, Galveston Wharves shall not be liable for damage to or loss of any freight or cargo being loaded or unloaded at the facility; nor for damage to or loss of freight or cargo on or in its facilities from any cause whatsoever, including but not limited to fire, rain, floods, leakage or discharge of water from fire protection sprinkling systems, collapse of buildings, sheds, platforms, wharves, subsidence of floors or foundations, breakage of pipe; nor for loss or damage caused by pilferage or theft, rats, mice, moths, weevils, or other animals or insects, frost or the elements, contamination or shrinkage; nor shall Galveston Wharves and/or the City of Galveston be liable for any delay, loss or damage arising from strikes, tumult, insurrections or Acts of God, or any other causes whatsoever; nor from any of the consequences of these contingencies.

Section 300: Licensing

STEVEDORE LICENSE

300

Each User providing stevedore services and desiring to do business on or in connection with the facilities of the Board of Trustees of the Galveston Wharves shall file a completed Stevedore License Application accompanied by the necessary supporting information and documents called for therein together with payment of the appropriate licensing fees. **Such fee amounts shall be found in Addendum A: Fee Schedule.**

From and after July 1, 1989, no User performing stevedoring services, whether currently doing business on or in connection with the facilities of the Board of Trustees of the Galveston Wharves or whether applying for authority to so perform, shall be permitted to conduct stevedoring services thereon until such Stevedore License Application, accompanied by the appropriate application fee and supporting documentation have been received and approved by the Board of Trustees of the Galveston Wharves. **A copy of the Stevedore License Application is available upon request to the Board of Trustees of the Galveston Wharves at the Port offices.**

As a condition to the receipt and continuation of such license, User performing stevedoring services shall keep in full force and effect all insurance covering its operations, to be carried out upon or in connection with the facilities of the Board of Trustees of the Galveston Wharves, as required by this Tariff Circular No. 7, as may be amended from time to time.

Consideration of Applications

(A) All applications, whether Original or for Renewal, shall be accompanied by the filing fee specified in this Tariff and all documentary evidence requested on the application form in support of applicant's eligibility. The failure to fully and accurately complete all questions on the application form will result in rejection of the application. The Port Director or his delegate shall review the applications and may require applicant to furnish additional information. If after review, in the opinion of the Port Director, the applicant has established that it is competent and well qualified to perform the duties of licensee; that such services are required for the advancement of public shipping; and that the applicant is ready, willing and able to perform the service, the Port Director or his delegate may then post notice of the consideration of the application by the Board of Trustees of the Galveston Wharves at a public meeting.

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(B) Following such notice of consideration of the Stevedore License Application at a public meeting, the Board of Trustees of the Galveston Wharves will consider the information supplied in the Stevedore License Application, the report of the Port Director or his delegate concerning due diligence regarding such application and the recommendations of the Port Director, and shall grant or deny the application.

The application may be granted with such limitations or restrictions as deemed appropriate by the Board of Trustees of the Galveston Wharves.

Issuance and Term of License

The term of each original stevedore license will become effective upon approval of an application by the Board of Trustees and will expire the following December 31. The term of each renewal stevedore license will be in accordance with the provisions noted herein. All original and renewal stevedore licenses may be limited to a specific location as determined by the Board of Trustees of the Galveston Wharves. The acceptance of a license shall signify agreement of the Licensee to be governed by all tariffs, policies, rules and regulations of the Galveston Wharves.

License Renewal

Licenses shall be renewable on an annual basis for the period January 1 through December 31. Requests for renewal of licenses shall be in writing using the Stevedore License Renewal Application Form provided by the Galveston Wharves. The Port Director or his delegate shall mail notices of renewal, including Stevedore License Renewal Application forms and invoices for the Annual Renewal Fee, to all current holders of Stevedore Licenses on or about November 1 of each year. Such requests for renewal and all responsive information must be delivered to the Port offices of the Galveston Wharves not later than December 1st of each year preceding the year in which the license is sought in order to assure consideration by the end of the year.

All applications for renewal of Stevedore License received by the specified annual deadline will be reviewed by the Port Director or his delegate and then considered by the Board of Trustees of the Galveston Wharves at a public meeting, as defined in the section above, "Consideration of Applications", prior to the end of each December.

The request for renewal may be granted or denied, or granted with such limitations and restrictions deemed appropriate by the Board of Trustees of the Galveston Wharves. If such request for renewal and responsive information, along with the annual license fee, is not received by the deadline described above, the license will expire at midnight, December 31. In the event of expiration or termination of a stevedore license, the Board of Trustees may, as deemed appropriate, notify all known customers of the stevedore and other users of the Port of Galveston of the respective stevedore license expiration or termination. A licensee wishing to reinstate its Stevedore License after expiration or termination must submit a new application in its entirety, accompanied by the respective application processing fee, unless the Board of Trustees of the Galveston Wharves, in its discretion, waives this requirement.

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Non-Transferability of License

No license shall be transferred or assigned to or otherwise used by any person other than the named licensee without the prior written approval of the Galveston Wharves. Any person, firm, corporation or other business entity properly acquiring all or substantially all of the stevedoring business assets from a licensee hereunder may qualify for a license by conforming to the Stevedore License Application requirements of this Tariff Item.

REVOCATION OF LICENSES**301****Revocation of Stevedore Licenses and Other Licenses**

The Galveston Wharves reserves the right to suspend, revoke, or deny renewal of a Stevedore License, previously granted and issued under Tariff Item No. 300 – STEVEDORE LICENSE, or of any Other License previously granted and issued to Port Users under, upon written notice to the licensee based on any of the following:

- (1) Failure of the licensee to adhere to the terms and conditions of its license, including without limitation, violations of the Tariff, policies, rules and regulations of the Galveston Wharves (including insurance and bonding requirements), and all fire, safety, environmental or other applicable Federal, State or local laws and regulations;
- (2) Failure of licensee to discharge its financial obligations to the Galveston Wharves, which shall include failure to adhere to the terms of payment of all charges and fees due and payable in accordance with the terms of this Tariff Circular No. 7, as it may from time to time be amended.
- (3) The submittal by the licensee of false or misleading information to the Galveston Wharves;
- (4) Neglect of duty, incompetence, inefficiency, or other act or acts detrimental to the interest of the Galveston Wharves or the public; or
- (5) Such other factors relating to the interests of the Galveston Wharves or the public as the Galveston Wharves may deem proper.

**WELDING AND HOT WORK PERMITS REQUIRED
ON GALVESTON WHARVES PROPERTY**
302

All portable cutting, welding, and other hot work for maintenance, construction, or modifications shall be administered safely. ***The Galveston Wharves will issue permits only to those that provide adequate insurance as described in Addendum B: Insurance Requirements, incorporated herein,*** gas-free certificates, confined space management and full compliance to all applicable regulations. All documentation and payment must be filed with the Port Police Department (409-766-6172) prior to permits being issued. **The charge for issuing a welding/hot work permit shall be found in Addendum A: Fee Schedule.**

VEHICLE LIABILITY INSURANCE
303

As a condition to entry and presence of any motor vehicle on Galveston Wharves' property, the Operator must be able to demonstrate compliance with the provisions of **Addendum B: Insurance Requirements, incorporated herein.** The Galveston Wharves reserves the right to assure that all motor vehicles and operators thereof entering or present on Galveston Wharves properties are in compliance with such provision.

INSURANCE
304

Each Steamship Agency, Stevedoring Company and General User doing business on or in connection with the facilities of the Board of Trustees of the Galveston Wharves shall provide insurance as required by this Tariff, the terms of which supersede those insurance requirements set forth in the "Minimum Insurance Requirements for General User of Galveston Wharves Facilities", previously approved by the Board of Trustees of the Galveston Wharves and effective on November 22, 1999. If there is a conflict with the terms of this Tariff and the previous "Minimum Insurance Requirements for General User of Galveston Wharves Facilities; Tariff Circular No. 7 will preside. **Addendum B: Insurance Requirements, incorporated herein, for more information.**

The wharfage charges provided for herein do not include any expense for insurance covering owner's interest in the property, nor will such insurance be effected by Galveston Wharves under its policies.

Section 400: Marine Operations

APPLICATION FOR BERTH

400

The approved application and grant of berth assignment shall constitute a contract, subject to the rates, rules and regulations and provisions contained in this tariff and the ordinances and Code of the City of Galveston by and between the Board of Trustees of the Galveston Wharves and the vessel, her owner, charterer and agents, jointly, severally, and in solido.

As a part of its application for berth, the vessel, its owners or agents, shall advise the Galveston Wharves, Harbormaster, of the Protection and Indemnity association (P&I Club) which affords the vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Galveston Wharves, whether it be through incompetence or carelessness on the part of the pilot or officer of the ship carrying out operations or for any other reason, shall be the responsibility of the Master and of the owners of the ship causing the damage. The Galveston Wharves shall be able to detain the ship until it has received a satisfactory guarantee for the amount of the damage caused or a reasonable estimate thereof.

Vessels, their owners, charters and agents desiring a berth at any Galveston Wharves facility must apply to the Harbormaster in advance of date of arrival:

Online: berthapp.portofgalveston.com/berthapp;

Telephone: (409) 766-6188 or Port Police Dispatch (409) 766-6169;

Or by forms furnished by the Harbormaster's office.

Applicants shall receive an approval confirmation electronically from the Harbormaster.

Tariff No. 7

ELECTRIC CURRENT AND LIGHTS**401**

Electric current normally will be supplied direct to Users by Houston Lighting and Power Company, except in cases where this would be impractical. In such cases, the Galveston Wharves will supply electric current, pursuant to request to and arrangements with the Harbormaster, and re-bill to User accordingly.

CRANE USAGE**402**

Privately owned cranes may be used on Galveston Wharves' property only by prior authorization of the Director of Port Operations, Chief Harbormaster, and/or Chief Engineer. Unauthorized cranes will be subject to removal by the Galveston Wharves at owner's expense.

Prior to crane usage, a lift plan must be completed by a competent person for a particular lift or a series of similar lifts. The lift plan must be available prior to the crane usage and available on site during the crane usage. The lift plan will at a minimum evaluate the crane operations to be in compliance with the crane's operating specifications and calculate the maximum ground bearing pressure for the crane's outriggers. It is the responsibility of the crane operator to verify the acceptable live loadings for the structure they are operating on.

Note:

Cranes on steel crawler tracks are prohibited on pier or other hard surfaced areas unless on protective pads at all times, while moving or standing. All outriggers must be placed on protective foot padding.

CLEANLINESS**403**

Steamship agents, owners, charterers, and other Users of the facilities of the Galveston Wharves are responsible for cleaning the facilities assigned for their use. If User does not clean the Galveston Wharves facilities assigned for use within 48 hours of the completion of use, or sooner if so notified by the Harbormaster, the Galveston Wharves will provide labor and equipment to clean such facilities, and bill the User in accordance with Tariff Item 619.

Tariff No. 7

DUNNAGE MUST BE REMOVED PROMPTLY**404**

Dunnage discharged from vessels onto docks or into warehouses must be removed from the docks or warehouses within forty-eight (48) hours after discharge.

If not removed within forty-eight (48) hours, Galveston Wharves will move it with its own labor to storage back of the waterfront and bill the steamship agent or owner of the vessel for cost of moving same, in accordance with Tariff Item 619.

UNUTILIZED PRIVATELY OWNED EQUIPMENT AND/OR FACILITY**405**

Any unutilized privately owned equipment and facilities on property under the management of the Galveston Wharves, not covered by a written agreement or other items on this tariff, shall be assessed a storage charge in accordance with Item No. 611 of this Tariff No. 7.

CARGO STATEMENTS REQUIRED**406****(A) Certified Statement of Cargo:**

All vessels, their owners and/or agents using the facilities of the Board of Trustees of the Galveston Wharves shall file with the Billing Department of the Galveston Wharves a certified statement of cargo accompanied by a manifest, which must be amended to include all changes and supplements thereto, covering all cargo loaded and unloaded. Such statement of cargo shall be reported on the forms and in the manner prescribed by the Port Director. A supply of the prescribed form may be obtained from the Galveston Wharves Billing Department.

The Statement of Cargo on inbound or outbound cargo must be filed no later than seven (7) days after sailing.

Failure to file certified Statement of Cargo within the time specified shall constitute cause for suspension of preferential berth assignment, suspension of credit, or suspension of other vessel privileges until such failure is remedied.

(B) Certified Pier Demurrage Statements:

All vessels, their owners and/or agents using the facilities of the Board of Trustees of the Galveston Wharves shall file with the Billing Department of the Galveston Wharves a Certified Statement of Pier Demurrage on all outbound cargo loaded from such facilities. Such Certified Statement of Pier Demurrage must be filed on the forms and in the manner prescribed by the Port Director. A supply of the prescribed form may be obtained from the Galveston Wharves Billing Department.

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In lieu of filing a Certified Statement of Pier Demurrage, the vessel, its owner and/or agent, may file a certified copy of the vessel's manifest of outbound cargo and copies of all Receiving Reports on cargo loaded aboard the vessel along with a sworn statement certifying that the copies furnished are true and correct copies of the Receiving Reports.

The Certified Statement of Pier Demurrage, or in lieu thereof, copies of Receiving Reports and manifest of outbound cargo, must be filed no later than seven (7) days after sailing. Failure to file Certified Statement of Pier Demurrage, or Receiving Reports and manifest, within time specified shall constitute cause for suspension of preferential berth assignment, suspension of credit, or suspension of other vessel privileges until remedied.

(C) Access to Manifests, Etc.:

Vessels, their owners, agents and masters, and all other Users of the facilities shall be required to permit access to manifests of cargo, receiving reports, and all other documents necessary for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to permit estimate of charges.

CARGO RECEIPT FROM STEAMSHIP COMPANIES**407**

Steamship companies shall be responsible for cargo placed in the ship's berth by "FREIGHT HANDLER" and receipted for, or if not immediately accepted and receipted for by the water carriers or their agents, when the freight has been fully tendered by the "FREIGHT HANDLER" in the customary manner.

CONTROL OF HANDLING LOADING AND UNLOADING**408**

Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railroad cars and motor vehicles, the Galveston Wharves reserves the right to control the loading and unloading of all freight handled on its facilities and the rates to be charged.

BOARDING AND MOVING OF VESSELS**409**

If any person having charge of any vessel, within the harbor and corporate limits of the City of Galveston, Texas, shall refuse or neglect to remove or regulate the same, after having been notified to do so by the Harbormaster, the Harbormaster shall have the power and authority to go aboard such vessel, with such assistance as he may think necessary, and remove or otherwise regulate such vessel to such point or in such a manner as he may think just and proper for the better accommodation of other shipping in the harbor and corporate limits of the City of Galveston, Texas.

Such person in charge shall, in addition to any other penalty by law, be liable for all expense incurred by the Harbormaster in his removal of such vessel. Such expense may be used for and recovered for the use of the City before any court of competent jurisdiction. (Code of the City of Galveston, Article II, Section 11-4).

LOADING AND UNLOADING SERVICES**410**

The service of loading and unloading rail cars and motor trucks is performed by freight handlers and stevedores licensed by the Board of Trustees of the Galveston to perform such services at its terminal facilities. Current licensed freight handlers and stevedores are listed in Appendix C.

Section 500: Safety and Environmental Concerns

PAINTING AND SANDBLASTING

500

No sandblasting or painting shall be performed on the Galveston Wharves properties or on vessels docked at the Galveston Wharves facilities without written approval from the Galveston Wharves Operations Department. Any person or company desiring to perform such activities shall make a request for authorization in writing. The request shall contain a detailed description of the activities to be performed and materials to be used. It shall also contain a permit from the Texas Natural Resource Conservation Commission for the outlined activities or a statement from the agency stating that no permit is required for the proposed activities. Any permits required from other governmental entities shall also be provided.

The Galveston Wharves requires that any person or company desiring to perform such activities obtain insurance as described in Appendix B: Insurance Requirements, incorporated herein.

Upon receipt of all the above required information and assurance that the activities can be accomplished without danger to the environment or damage to Galveston Wharves facilities the Operations Department will authorize the activity in writing.

NO FIREARMS

501

In accordance with the policy adopted by the Board of Trustees of the Galveston Wharves, the possession, carrying and/or concealing of any weapon, firearm, or handgun on premises owned or operated by the Galveston Wharves is strictly prohibited, except by those persons specifically authorized in writing by the Port Director to carry firearms, or by law enforcement officials authorized by law to carry or possess a weapon.

DUMPING INTO WATERS

502

The dumping of oil, oily waste, grease or other objectionable matter into the waters adjacent to the Galveston Wharves or anywhere in the Galveston Channel is prohibited by National, State and City laws and ordinances.

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MOTOR VEHICLES ON WHARVES OR PIERS**503**

No person shall drive or operate or cause to be driven or operated any vehicle onto or upon any wharf or pier when, in the discretion of the Galveston Wharves, such vehicle will damage the wharves, warehouses, piers or aprons or in any manner interfere with the efficient operation of such facilities.

NO SMOKING**504**

No person shall smoke upon the piers or wharves, nor in the warehouses, sheds or other structures of the Galveston Wharves; nor shall any person smoke upon any truck, float, automobile or vehicle of any kind when using structures aforesaid.

FIRE FIGHTING APPARATUS, ETC.**505**

No person shall obstruct or interfere with the free and easy access to, or remove or in any way disturb, any fire extinguisher, fire hose, fire hydrant or any other fire-fighting appliance or apparatus installed in or upon any wharf or pier.

OILY WASTES DISPOSAL**506**

Under the provisions of Annex I of the International Convention for the Prevention of Pollution (MARPOL 73/78) and the United States Coast Guard implementing regulations, Part 158 of Title 33 of Code of Federal Regulations (33 CFR 158), all terminals and ports which receive tankers or other oceangoing vessels of 400 gross tons or more must make provisions for adequate oily waste reception facilities.

The Galveston Wharves will make available upon request a list of those companies that are approved to contract for their services at the Galveston Wharves for the reception of oily waste and are subject to the applicable regulations for the transfer of oil (33 CFR 154-156):

For Information Please Contact:

United States Coast Guard Marine Safety Unit Texas City (409) 978-2700

Galveston Wharves Harbormaster (409) 766-6188

Port Police Department (409) 766-6169

DISPOSAL OF SHIP GENERATED WASTES**507**

Under the provisions of Annex V of the International Convention for the Prevention of Pollution (MARPOL 73/78) port reception facilities for ship's garbage and separation on board vessels of various kinds of waste are required. Garbage is defined as "all kinds of virtual domestic and operational waste, excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously and periodically." The rules require terminals and ports to ensure the availability of facilities to receive ship-generated garbage. The Galveston Wharves will make available upon request a list of those companies that are approved to contract their services at the Galveston Wharves for the receipt of ship-generated garbage and are subject to the applicable regulations for the collection and disposal of such wastes (33 CFR Parts 1515, 155, and 158.46 CFR part 25. USDA Title 7 CFR 330.400 and Title 9 CFR 94.5).

FUMIGATION**508**

Bagged agricultural products that remain in transit sheds of Galveston Wharves for a period of forty-five (45) days must be fumigated at that time; and again after each forty-five (45) day period thereafter, as long as the cargo remains in the transit sheds.

All expense of fumigation will be for the account of the cargo owner, shipper, consignee, or whoever has care, custody and control of the cargo. If fumigation is not performed as required herein, the Galveston Wharves reserves the right to fumigate such bagged agricultural products for the account of the cargo owner, shipper, consignee, or whoever has care, custody and control of the cargo, for the cost therefor.

HANDLING OF HAZARDOUS MATERIALS**509**

Materials classified as hazardous by the U. S. Coast Guard or the U. S. Department of Transportation will be accepted by the Galveston Wharves for handling in waterborne commerce only if such materials and the manner in which they will be handled comply with U. S. Coast Guard and U. S. Department of Transportation rules and regulations governing the transport or handling of hazardous materials and all OSHA applicable federal and state laws and municipal ordinances, and any rules and regulations issued pursuant thereto.

For the protection and safety of the citizens of Galveston, Users of the facilities, and the terminal facilities of the Galveston Wharves, the Harbormaster and/or the City of Galveston Fire Marshall may issue directives and instructions to insure the safe handling, stowing, loading, discharge, and/or transportation of hazardous materials and explosives.

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The master, agent, or person in charge of any vessel scheduled to use the facilities of the Galveston Wharves shall advise the Harbormaster of any hazardous cargo aboard the vessel, including any gunpowder, dynamite, or other explosives, stating the quantity of and the location of each in the vessel. The master shall comply with any instructions issued by the Harbormaster pertaining to such cargo and the handling thereof. A checklist of required documents is available from the Harbormaster. For further requirements please refer to the latest Marine Safety Information Bulletin issued by the United States Coast Guard Captain of the Port.

The Galveston Wharves may refuse the use of its facilities for the handling of such explosives, hazardous and dangerous materials which are considered by the Harbormaster as constituting undue risk to its' terminal facilities, their Users, and/or the citizens of Galveston.

*** Wharfage charges that may accrue for cargo under this item are subject to double the applicable Wharfage rates as described in Addendum A: Fee Schedule**

For Information and Procedures Please Contact:

City of Galveston Fire Marshall - (409) 797-3850

United States Coast Guard Marine Safety Unit Texas City (409) 978-2700

Galveston Wharves Harbormaster - (409) 766-6188

Port Police Department (409) 766-6169

Section 600: Fees and Payments

EXTENSION OF CREDIT

600

- (A)** The Board of Trustees of the Galveston Wharves will extend credit to any User of the facilities pursuant to provisions of this tariff, or amendments to or reissues thereof, upon application for credit and demonstration of financial responsibility and credit worthiness by applicant User through current financial statements certified by an independent certified public accountant or other acceptable evidence of financial responsibility any by furnishing at least three satisfactory credit references.
- (B)** The Board of Trustees of the Galveston Wharves will also extend to any User who will post and maintain a single transaction, a period, or an annual, surety bond in the form and content and with corporate surety acceptable to the Board of Trustees of the Galveston Wharves in an amount equal to the one hundred twenty-five percent (125%) of maximum liability on such single transaction, or equal to an estimated period, or estimated annual maximum, liability (such maximum liability to be determined by Galveston Wharves.)
- (C)** Users receiving credit under the provisions of this Tariff agree to be bound by all of its provisions.
- (D)** Extension and continuation of existing lines of credit shall be conditioned upon the payment of invoiced charges by the last day of the month following the month in which the invoice was issued.
- (E)** The Board of Trustees of the Galveston Wharves reserves the right to suspend or cancel privileges previously granted to Users who violate the provisions of this Tariff.
- (F)** Users who have not established a line of credit with the Board of Trustees of the Galveston Wharves should make written application for credit to the Chief Financial Officer, Galveston Wharves, 123 25th St, 8th Floor, Galveston, Texas 77550 (phone: 409-766-6100) at least fifteen (15) days prior to requesting any use or service of the Galveston Wharves or incurring any charges.

PAYMENT OF CHARGES**601**

- (A) All invoices covering charges in this tariff are due and payable upon presentation unless satisfactory credit arrangements have been made as provided in Item No. 600.
- (B) The Board of Trustees of the Galveston Wharves reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and/or agents, other Users of the Facilities, or against cargo loaded or discharged by such vessels or other Users of facilities, whose credit has not been properly established with the Board of Trustees of the Galveston Wharves, or who have habitually been on the delinquent list. Use of the facilities may be denied unless such advance payments or deposits are made.
- (C) The Board of Trustees of the Galveston Wharves reserves the right to apply any payment received against the oldest bill rendered against vessels, their owners and/or agents, or other Users of the facility.
- (D) Should there be any question with regard to the validity of any invoice issued by the Board of Trustees of the Galveston Wharves, or the accuracy thereof, such matters must be reduced to writing and addressed to the Chief Financial Officer, Galveston Wharves, 123 25th Street, 8th Floor, Galveston, TX 77550, within twenty (20) days after the invoice is presented for payment. Errors will be rectified by adjustment or amendment to the invoice based on information received and facts determined. Any invoice not questioned within the twenty (20) day period will be considered valid and final.
- (E) This Tariff provision relates to the recovery of charges and/or fees incurred by the Galveston Wharves from the use of a credit card by entities making payment to the Galveston Wharves. The Board of Trustees of the Galveston Wharves reserves the right to apply a cost recovery and administrative fee of three percent (3%) to all invoices for charges and fees incurred under the terms of this Tariff Circular No. 7 by vessels, their owners and/or agents, or other Users of the Galveston Wharves facilities, or to other indebtedness incurred by any entity to the Galveston Wharves, of more than three hundred dollars (USD \$300.00) and paid with, or by the use of, a credit card. Cruise ship passengers paying for cruise parking may be exempted from this provision.

DELINQUENT INVOICES**602**

Any invoice issued by the Galveston Wharves, which is unpaid 30 days after the date the invoice is issued, shall become delinquent.

As to any invoices which are or shall become delinquent on or after 30 days from the effective date of this amendment, an interest charge of 15% per annum of the amount of such invoice shall be due and owing from the date of delinquency until paid.

Such interest charge shall compensate the issuer of this tariff for loss of use of such delinquent amount, and shall be calculated on a daily basis based upon a per-annum basis of 365 days.

If an invoice is disputed in accordance with Item 601(D), then such interest shall be due and owing on the correct amount of such disputed invoice from the date of delinquency until paid. If it is later determined by court action or otherwise that the User paying such disputed invoice has overpaid, such User shall then be reimbursed the amount of such overpayment at the rate of 15% per-annum, calculated on a daily basis as provided herein.

All vessels, their owners and/or agents, stevedoring companies, or other Users of the Facilities of the Board of Trustees of the Galveston Wharves whose account becomes delinquent as set forth in this Tariff may be placed on the delinquent list and may be denied further use of the facilities until all such charges together with any other charges due shall have been paid.

Users whose accounts remain on the delinquent list and unpaid for more than thirty (30) days may be placed on "cash in advance" status, as provided in Item No. 601 (D).

TIME RATES AND CHARGES BECOME EFFECTIVE**603**

All charges shown in this Tariff become effective (except as otherwise provided) on arrival of any vessel at any berth or mooring. Time to be computed from the actual time of arrival (first line) in increments of 24 hours. The rates and charges will cease when vessel departs from wharves or mooring (last line) of Galveston Wharves and time taken up where left off upon return of vessel.

STRAIGHT RUNNING TIME**604**

Vessels berthing at wharves or mooring of Galveston Wharves and paying charges as shown herein, will be considered on the same voyage until vessel has departed Port owned property within the Galveston Harbor.

MEASUREMENT METHODOLOGY LO.A. OR G.R.T.**605**

Dockage shall be charged on the length overall (L.O.A.) or Gross Registered Tonnage (G.R.T.), where stated herein, of the vessel as shown in Lloyd's Register of Shipping. Where additional L.O.A.'s or G.R.T.'s are assigned to certain vessels, the highest of all such lengths or tonnages shown in Lloyd's Register of Shipping shall be applicable in determining length, overall or gross tonnage for the purpose of assessment of dockage charges under this Tariff Circular. However, the Galveston Wharves reserves without question, the right to admeasure any vessel when deemed necessary, and use such measurements as basis of the charge.

RESPONSIBILITY FOR PAYMENT OF CHARGES**606**

(A) A request for service of any kind warrants to Galveston Wharves that the person or firm issuing the request is liable and responsible for payment of the charges therefor. Except as otherwise provided herein, all charges shall be due from and payable by the person or firm requesting the service to be performed.

Exception:

When specified at time request for service is made, Galveston Wharves will at its option and convenience, invoice charges in the first instance to OTHER NAMED PERSONS or firms (see Note); however, if said invoices are not paid within thirty (30) days from date of invoice, the charges become immediately due and payable by the person or firm requesting the service.

Note: Galveston Wharves will not honor request to invoice charges to private or contract carriers.

(B) Vessel owners and their agents whose vessels discharge or receive cargo while moored to a pier, dock or wharf thereby contract to pay the applicable wharfage charges thereon, except as provided in Notes A & B.

Note A:

Wharfage charges on cargo handled under the provisions of EXCEPTION to Paragraph (a) of Item 610 are due and payable by the person or firm requesting the service to be performed.

Note B:

Outbound wharfage on cargo other than cargo in containers will be invoiced to shipper or owner of cargo or his agent, and are due and payable by the party responsible for forwarding cargo through the facilities of The Galveston Wharves.

APPLICATION OF WHARFAGE CHARGES**607**

(A) Except as otherwise provided, cargo moved over or under, or placed upon a dock, wharf, pier or property of the Galveston Wharves, including cargo transferred directly between trucks or rail freight cars and ocean vessels or barges, is subject to the wharfage charges named herein according to the character of the traffic and commodity classification.

Exceptions:

Cargo unloaded from trucks or rail freight cars on a dock, wharf, pier, or property of Galveston Wharves and subsequently reloaded into trucks or rail freight cars for movement beyond Galveston is subject to the import or export charges, whichever is higher.

Cargo unloaded from trucks, vans or rail freight cars on a dock, wharf, pier or property of Galveston Wharves and subsequently moved from the Galveston Wharves by other than water will be subject to assessment and collection of regular wharfage charges prior to movement from Galveston Wharves facilities.

(B) Cargo discharged or received over the offshore side of the vessel or barge moored to a dock, wharf, or pier is subject to the same wharfage charges as would apply had it moved over a dock, wharf or pier.

(C) Cargo discharged from a vessel to a dock, wharf or pier for transshipment by vessel is subject to both inward and outward wharfage charges according to the character of the traffic and the commodity classification; EXCEPT, if the cargo is reloaded within fifteen (15) days (see Note) and has not changed ownership, only the applicable inward or outward wharfage charge will apply, whichever is higher.

Note:

The day on which the cargo is placed on a dock, wharf or pier shall be counted as the first day and the day on which the cargo is lifted shall NOT BE COUNTED in computing the time.

FREE TIME AND PIER DEMURRAGE RULES**608**

The waterfront warehouses, docks and piers and other properties under the control of the Galveston Wharves are designed primarily for use in handling of cargo interchanged between the railroads, trucks and water carriers, on the one hand, and vessels and barges, on the other, and **these waterfront and other facilities are not intended to be used for the storage of freight.**

Cargo that is discharged into or onto the waterfront or other facilities of the Galveston Wharves from railroad cars, trucks and/or water carriers, shall be subject to the following provisions:

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(A) FREE TIME LIMITATIONS:

On outbound cargo intended for delivery to water carriers, fifteen (15) running days, Saturdays, Sundays & Holidays being included, will be allowed Free when such cargo is discharged into closed or shedded piers, and also when discharged and/or landed to place of rest in the open. Free Time will begin the day after the day that the cargo is fully received.

On inbound cargo, fifteen (15) running days, Saturday, Sundays & Holidays being included, will be allowed Free when such cargo is discharged from vessels or barges into closed or shedded piers, and also when discharged and/or landed to place of rest in the open. Free time will begin the next day after the day the vessel or barge completes discharging such inward cargo. Cargo discharged from vessels and later reloaded aboard the same or other vessels shall be subject to the Free Time applying on outbound cargo.

Exception: NON-SHIPMENT BY WATER - Cargo delivered to or on the facilities of the Galveston Wharves for water transportation that is not ultimately shipped by water, and is removed from the Galveston Wharves, is subject to wharf demurrage charges with no Free Time allowance, commencing with the date of arrival at the facilities of the Galveston Wharves.

(B) PIER DEMURRAGE RULES:

Inbound or outbound cargo remaining on the property of the Galveston Wharves after the expiration of free time will be subject to the following rules:

- (1) Pier demurrage charges on outbound cargo will be considered as for the account and responsibility of the vessel, their owners or agents, individually or collectively.
- (2) Pier demurrage charges on inbound cargo will be considered as for the account and responsibility of the owner of the cargo, the shipper, the receiver or their agents, individually or collectively.
- (3) Galveston Wharves reserves the right in its sole discretion to allow cargo to remain at initial point of rest, or move it at the risk and expense of the owner to another location on Galveston Wharves, or to a public or licensed warehouse or other storage facility outside the Galveston Wharves, open or covered, if space is available, especially if such cargo interferes with or prevents the loading or discharging of new and/or additional cargo onto or from the facilities of the Galveston Wharves.
- (4) Cargo subject to pier demurrage and/or drayage charges will not be released until satisfactory arrangements have been made by the owners, or their agents with Galveston Wharves for payment of said charges.

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- (5) Cargo placed in public or licensed warehouses or other storage facilities outside the Galveston Wharves under the provisions of Paragraph (3) is subject to a lien by Galveston Wharves for payment of accrued charges.
- (6) For special provisions due to strike interference, see Item 623.
- (7) **The pier demurrage charges as described in Item 608 of this Tariff will apply to all cargo remaining on the facilities of the Galveston Wharves beyond the allowed Free Time described in this Item above.**
- (8) Unless otherwise specified in Item 550 of this Tariff, unless arrangements for the use of space on the facilities of the Galveston Wharves in excess of allowed Free Time are made with the Port Director in writing in advance of cargo arriving at the Galveston Wharves, pier demurrage charges for cargo remaining on Galveston Wharves facilities beyond such allowable Free Time will double at the beginning of each succeeding calendar month following the expiration of allowed Free Time.

DOCKAGE**609**

Except as otherwise provided herein, or as otherwise specified in Leases, Operating and Berthing Agreements or Terminal Services and Rate Agreements with the Galveston Wharves, all vessels docking at any dock, pier, wharf or mooring facility of the Galveston Wharves shall pay for use of said docks, piers, wharves, or mooring facilities. Rates in this item are based upon a period of twenty-four (24) hours or fractional part thereof unless otherwise stated. Dockage begins when the first line is received from a vessel to dock, pier, wharf or mooring facility of the Galveston Wharves and continues each twenty-four (24) hour period thereafter. Dockage ceases when the last line is removed from the dock, pier, wharf, or mooring facility. Dockage charges as follows for all vessels shall be found in **Addendum A: Fee Schedule**.

VACATION OF BERTH**610**

(A) In order to expedite the handling of vessels, when there are more vessels assigned to specific berths than can be accommodated at one time, vessels already in berth shall, upon order of the Harbormaster, be required to work overtime at their own expense. A vessel refusing to work overtime shall promptly vacate its berth. Failure of a vessel to vacate its berth when so ordered shall subject the vessels, owner, charterer or agent to the payment of an additional dockage charge at the rate found in **Addendum A: Fee Schedule** under Vacation of Birth. Assessment of this additional dockage charge shall not affect the right of Galveston Wharves to effect removal of such vessel at cost, risk and expense of vessel, her owner, charterer or agent.

The Board of Trustees of the Galveston Wharves

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(B) When any vessel has been assigned a berth under the provisions of this tariff and the said berth is required by the Harbormaster for other public purposes, in the sole judgment of the Harbormaster, such vessel shall, upon order of the Harbormaster, immediately vacate said berth. Any such vessels failing to so vacate such berth shall be assessed an additional dockage charge at the rate found in **Addendum A: Fee Schedule**. Assessment of said additional dockage charge shall not affect the right of Galveston Wharves to effect removal of such vessel at cost, risk and expense of vessel, her owner, charterer or agent.

(C) When any such vessel refuses to vacate its berth when ordered to vacate under provisions of this item, its owner and/or agents, individually and collectively, shall be bound to indemnify and hold harmless the Galveston Wharves against any and all claims by incoming vessels assigned to the same berth which are delayed by the failure to the vessel to vacate.

UNUTILIZED EQUIPMENT / FACILITY CHARGE**611**

Any unutilized privately owned equipment and facilities on property under the management of the Galveston Wharves, not covered by a written agreement or other items on this tariff, shall be assessed a storage charge at the rate found in **Addendum A: Fee Schedule** under Unutilized Equipment/Facility Charge. The charge shall be based on the total area occupied inside the perimeter drawn around such equipment and facilities.

RESPONSIBILITY TO SECURE SHEDS**612**

Users of any transit shed shall be required to close all doors at the end of each working day. If User does not close all doors at the end of each day's working operation, Galveston Wharves will order out special labor to secure the sheds and User will be billed at cost plus twenty percent (20%).

WATER FURNISHED TO VESSELS**613**

- (A)** During regularly scheduled working hours, Monday through Friday, from 7:30 A.M. to 4:00 P.M., orders to furnish water to vessels will be accepted from steamship agents only. Orders for water submitted during these hours, will be made to the Harbormaster at telephone number (409) 766-6188. Vessels which do not have agents must use the procedure listed above.
- (B)** Orders for water to be furnished to vessels, which are made outside the above- listed regularly, scheduled working hours can be placed with the Operations Officer on duty or with the Watch Supervisor of the Galveston Wharves Police at **(409) 766-6169 (24 Hours)**.
- (C)** It will be necessary for an officer of the vessel, which has requested water to sign a water receipt prior to the water hook-up. If a vessel officer is not available, or refuses to execute a water receipt, then water will not be furnished.
- (D)** Charge for water furnished vessels shall be made at a rate to be found in **Addendum A: Fee Schedule**.
- (E)** If the Port of Galveston supplies a User with fittings or equipment necessary to take on fresh water and that User fails to return the equipment, the User shall be charged at a rate to be found in **Addendum A: Fee Schedule**.

CRUISE TERMINAL SECURITY FEE**614**

All Cruise Ships and Day Cruise Vessels berthing at the Galveston Wharves, Terminal One or Terminal Two, or any other berth under the control of the Galveston Wharves, for the purpose of embarking or disembarking passengers, and not having regularly scheduled service to or from those berths under the terms of a Berthing Agreement or Operating Agreement with the Galveston Wharves, shall be subject to a Cruise Terminal Security Fee at a rate to be found in **Addendum A: Fee Schedule**, in addition to the normal passenger service fees and dockage as required by the tariff. This fee shall be assessed to provide for Cruise Ship Terminal Security personnel for passenger and traffic control in the areas and roadways adjacent to the cruise terminal, as required for such vessels in accordance with the Port Security Plan of the Galveston Wharves. Individual cruise lines and day cruise companies will be responsible for providing internal building security, including screening personnel to operate x-ray and metal detection devices, and other personnel as necessary to meet the Cruise Terminal Security Plan requirements contained in the Port Security Plan of the Galveston Wharves.

SECURITY SURCHARGE**615**

A security surcharge, as described in this Tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Galveston Wharves (Port of Galveston) in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers and vehicles, which will be assessed on a per unit basis, and passengers, which will be assessed on a per passenger basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff. The security surcharge rate is to be found in **Addendum A: Fee Schedule.**

Users of the Galveston Wharves services or facilities who withhold, refuse or otherwise fail to pay properly assessed security surcharges, shall be subject to all the collection terms and procedures contained in this Tariff. Additionally, at the sole discretion of the Galveston Wharves, such users may be denied service or required to deposit estimated port charges in advance of using port authority facilities or receiving services.

CHARGES OF GALVESTON SEAMEN'S CENTER**616**

Fees and assessments levied by the Galveston Seamen's Center, a schedule of which is on file with the Galveston Wharves, represent the charges of that non-profit organization for recreational, cultural, etc., services and facilities available without discrimination to seamen of vessels of all countries visiting the Galveston Wharves.

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HARBORMASTER FEES**617**

Harbormaster fees will be assessed against all commercial vessels entering the main ship channel and bound for loading, unloading or berthing at commercial piers unless otherwise provided by lease or contract. Vessels shifting to non-adjointing berths will be charged as a new voyage and subject to additional Harbormaster fees unless at the direction of the Harbormaster. The Harbormaster fees will be charged at a rate to be found in **Addendum A: Fee Schedule.**

HARBOR MAINTENANCE FEE**618**

All Vessels 250 feet and over and loaded barges entering the limits of the Port of Galveston shall be assessed a Harbor Fee to assist in defraying administrative expenses incurred by the Port relating to safety, maintenance, and the general care of the harbor and other facilities in the harbor. Vessels leaving and reentering the limits of the Port of Galveston will be assessed additional harbor fees for each reentry. Government Vessels not engaged in carrying cargo, troops, or supplies; private, non-commercial pleasure craft; and tugboats (not applicable to integrated tug/barges) shall be exempted from the Harbor Fee. The Harbor Maintenance fee will be charged at a rate to be found in **Addendum A: Fee Schedule.**

SPECIAL SERVICES**619**

Any labor or material required for special services not covered in this Tariff shall be provided by actual costs plus 20% or flat rate prices will be quoted by the Port Director or the Harbormaster upon application.

Cost of material is subject to applicable state and city sales tax.

WHARFAGE CHARGES**620**

Unless otherwise provided herein, the rates stated below are in U. S. dollars per net ton (short ton) of 2,000 pounds and per metric ton of 2204.6 pounds. Due to differences in rounding between net tons (short tons) and metric tons, charges billed by the Galveston Wharves will be calculated and invoiced based on net tons (short tons). A minimum wharfage charge of \$25.00 is charged on all cargo.

Wharfage will be charged at a rate to be found in **Addendum A: Fee Schedule.**

Tariff No. 7

PASSENGER SERVICE CHARGE**621**

For passengers embarking or disembarking over the Galveston Wharves facilities, charges will be assessed at a rate to be found in **Addendum A: Fee Schedule.**

Note:

- (A) This item will not apply to cargo vessels.
- (B) The vessel will be responsible for payment of these charges.

PIER DEMURRAGE CHARGES**622**

After expiration of Free Time, pier demurrage charges will be assessed on cargo discharged into closed or shedded piers or warehouses or in open space. Pier demurrage charges will be assessed at a rate to be found in **Addendum A: Fee Schedule.**

INTERFERENCE DUE TO STRIKES**623**

When it is impossible to remove cargo from Galveston Wharves' piers or transit sheds because of strike interference, cargo on piers or in transit sheds within the free time period will be allowed additional free time equal to period of such interference.

Inbound cargo in transit sheds on which free time has expired at beginning of such interference will be assessed pier demurrage during period of interference at rate of five cents (\$0.05) per net ton per day.

Cargo in open areas on which free time period has expired at beginning of such interference will be assessed pier demurrage during period of interference at rate of ten cents (\$0.10) per net ton for each seven (7) days or fraction thereof.

The first and last day on which any strike interference occurred; such day will be included in the above special provisions.

CARGO NOT HANDLED BY “FREIGHT HANDLER”**624**

Charges quoted herein are in addition to wharfage and such other charges as may accrue under the terms of this tariff.

A terminal charge to be found in **Addendum A: Fee Schedule** will be assessed for cargo (exclusive of trans-shipped) transferred between vessel and wharf without prior or subsequent loading or unloading services of “FREIGHT HANDLER” or other physical handling by its employees.

*** Wharfage charges that may accrue for cargo under this section are subject to double the applicable Wharfage rates as described in Addendum A: Fee Schedule, incorporated herein.**

SERVICES PROVIDED BY PORT OF GALVESTON POLICE DEPARTMENT**625**

Galveston Wharves (Port of Galveston) Police Department assists Port tenants, customers and other Port Users by providing police vehicle escorts and traffic control services within the Galveston Wharves Property and along the outside boundary of the Port between the East and West Ends of the Galveston Wharves’ property (such as the movement of forklifts, heavy equipment, cranes and other equipment and cargo). Traffic control is also provided by the Port of Galveston Police Department outside of Galveston Wharves’ Gate locations to assist over-sized and “Permit” Loads in gaining access to the public streets and highways.

The Galveston Wharves Police Department will supply escort and traffic control services, as noted in the above paragraph, which are outside of normal patrol and security duties, subject to the availability of personnel. At such times that the Port of Galveston Police services are provided as above, charges will be billed by the Galveston Wharves to the party requesting the services (e.g. Stevedore, Trucking/Drayage Company, Shipping Line, etc.). The charge for the Port Police Escort and Traffic Control services is to be found in **Addendum A: Fee Schedule**.

Charges quoted herein are in addition to Wharfage, Storage Fees, Pier Demurrage and such other charges as may accrue under the terms of this Tariff.

Galveston Wharves Police Department also assists Port tenants, customers and other Port Users by processing and providing Port Access Badges for personnel who require regular entry and access to Port of Galveston facilities. Charges for issuance and renewal of Port Access Badges are to be found in **Addendum A: Fee Schedule**

The Board of Trustees of the Galveston Wharves

Tariff No. 7

HELICOPTER LANDING/TAKEOFF FEE**626**

The Galveston Wharves, under its sole discretion, may provide an area for the landing/take-off of helicopters the use of which shall be scheduled with the Port no later than 48 hours in advance of landing/taking-off. The owner or operator of the aircraft shall provide the Port the insurance required within this tariff, found in **Addendum B: Insurance Requirements**, in addition to aircraft liability insurance. The fee per occurrence is to be found in **Addendum A: Fee Schedule**.

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APPENDIX B: METRIC CONVERSION TABLE

To Find	Given	Multiply
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement Tons (40cu. ft.)	Measurement Tons by 1.133
Measurement Tons (40cu.ft.)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBM*s (Ft. B.M. in thousands)	MFBM*s by 2.36
MFBM*s (FT. B.M. In thousands)	Cubic Meters	Cubic Meters by 0.424
Meters	Feet	Feet by 0.3048
Feet	Meters	Meters by 3.281

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Metric Equivalents:

1 Kilo = 2.2046 Pounds

1 Metric Ton = 1,000 Kilos

1 Pound = 0.4536 Kilos

1 CWT (U.S. - 100 Pounds) = 45.359 Kilos or 0.4536 Metric Tons

1 CWT (British - 112 Pounds) = 50.802 Kilos or 0.5080 Metric

Tons 1 Bushel Grain (U.S. - 60 Pounds) = 27.216 Kilos

1 Cubic Meter = 35.315 Cubic Feet

1 Cubic Foot = 0.0283 Cubic Meters

1,000 Ft. B.M. = 83.33 Cubic Feet

1 Cubic Meter = 423.792 Ft. B.M.

1 Barrel = (U.S. - 42 Gallons) = 158.987

Liters 1 Foot = 0.3048 meters

1 Meter = 3.281 Feet

1 Meter = 39.37 inches

12 Inches = 30.48 Centimeters

Appendix C: List of Approved Stevedores

Ceres Gulf, Inc.

(All Purpose / General Cargo License)

Mr. Adam Brooks, Vice President

6021 Fairmont Parkway, STE. 240 Pasadena, TX 77505

Phone: (281) 991-1500 Fax: (281) 991-1516

Cooper/Ports America, LLC (C/PA)

(All Purpose / General Cargo License)

Mr. Dave Morgan, President

2315 McCarty Street Houston, TX 77029

Phone: (713) 675-0017 Fax: (713) 675-1882

Gulf Stevedoring Services, LLC

(All Purpose / General Cargo License)

Mr. Mike Lynch, General Manager

P. O. Box 510 Galveston, TX 77553

Phone: (409) 763-5885 Fax: (409) 763-6055

Metro Cruises Services, LLC

(All Purpose / General Cargo License)

Mr. Stefano Borzone, President

3806 Worsham Avenue Long Beach, CA 90808

Phone: (310) 816-6506 Fax: (310) 816-6519

Ports America Texas, Inc.

(All Purpose / General Cargo License)

Mr. David Eckles, VP Container and Terminal Services P.

O. Box 1969 La Porte, TX 77572-1969

Phone: (281) 471-2748 Fax: (281) 471-2498

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Suderman Contracting Stevedores, Inc.
(All Purpose / General Cargo License)
Mr. Matt Wooten, Operations Manager
306 Kempner St. Galveston, TX 77550
Phone: (409) 762-8131 Fax: (409) 762-1006

United Stevedoring of America, Inc.
(All Purpose / General Cargo License) dba. Hallmark Stevedoring Company
Mr. Sherif Assal, President
1299 E. Artesia Blvd. Carson, CA 90746
Phone: (310) 466-8032 Fax: (310) 645-6233

Addendum A: Fee Schedule

STEVEDORE LICENSE

A-1

The charges for Stevedore Licensing are as follows:

	Original Application	Annual
All Purpose / General Cargo	\$ 7,500	\$1,250

WELDING / HOT WORK PERMIT

A-2

The charge for issuing a welding/hot work permit shall be in the amount of \$35.00 (Thirty-Five Dollars).

LAY GRAIN VESSELS

A-3

Vessels (Including Oceangoing Barges) berthed at any wharf or mooring, or made fast to vessel so berthed, for the purpose of fitting up or waiting to load bulk grain only will be assessed the dockage charge listed below:

THIRTY ONE CENTS (\$ 0.31) PER GROSS REGISTERED TON (GRT) PER DAY OR FRACTION THEREOF.

DRILLING RIGS

A-4

Dockage for drilling rigs will be assessed at FIVE DOLLARS and FORTY SIX CENTS (\$ 5.46) per running foot of wharf used per day or fraction thereof.

The Board of Trustees of the Galveston Wharves

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DOCKAGE**A-5**

Except as otherwise provided herein, or as otherwise specified in Leases, Operating and Berthing Agreements or Terminal Services and Rate Agreements with the Galveston Wharves, all vessels docking at any dock, pier, wharf or mooring facility of the Galveston Wharves shall pay for use of said docks, piers, wharves, or mooring facilities. Rates in this item are based upon a period of twenty-four (24) hours. or fractional part thereof unless otherwise stated. Dockage begins when the first line is received from a vessel to dock, pier, wharf or mooring facility of the Galveston Wharves and continues each twenty-four (24) hour period thereafter. Dockage ceases when the last line is removed from the dock, pier, wharf, or mooring facility. **Dockage charges are as follows:**

<u>DOCKAGE PER FOOT</u>	<u>DOCKAGE PER FOOT</u>
<u>FEET</u>	<u>PER DAY</u>
1 - 199	\$ 3.21
200 - 399	\$ 4.22
400 - 499	\$ 5.75
500 - 599	\$ 7.71
600 - 699	\$ 8.95
700 - 799	\$ 11.36
800 - 899	\$ 13.70
900 - 999	\$ 16.37
1000 - 1099	\$ 21.35
1100 & Above	\$ 26.35

EXCEPTIONS:

A. Barges shall be assessed as follows:

TWENTY-EIGHT CENTS (\$0.28) per Gross Registered Ton (GRT) of vessel per day or fraction thereof, or the applicable vessel length overall (LOA) rate above, whichever is greater.

B. Long term dockage rate applications will be approved in advance by the Director of Port Operations or Harbormaster. Long term dockage is defined as docking for five days or more at any dock, pier, wharf, or mooring facility of the Galveston Wharves.

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VACATION OF BERTH**A-6**

(A) In order to expedite the handling of vessels, when there are more vessels assigned to specific berths than can be accommodated at one time, vessels already in berth shall, upon order of the Harbormaster, be required to work overtime at their own expense. A vessel refusing to work overtime shall promptly vacate its berth. Failure of a vessel to vacate its berth when so ordered shall subject the vessels, owner, charterer or agent to the payment of an additional dockage charge at the rate of ONE THOUSAND DOLLARS (\$1,000.00) per hour. Assessment of this additional dockage charge shall not affect the right of Galveston Wharves to effect removal of such vessel at cost, risk and expense of vessel, her owner, charterer or agent.

(B) When any vessel has been assigned a berth under the provisions of this Tariff, as amended, of this tariff and the said berth is required by the Harbormaster for other public purposes, in the sole judgment of the Harbormaster, such vessel shall, upon order of the Harbormaster, immediately vacate said berth. Any such vessels failing to so vacate such berth shall be assessed an additional dockage charge at the rate of ONE THOUSAND DOLLARS (\$1,000.00) per hour. Assessment of said additional dockage charge shall not affect the right of Galveston Wharves to effect removal of such vessel at cost, risk and expense of vessel, her owner, charterer or agent.

(C) When any such vessel refuses to vacate its berth when ordered to vacate under provisions of this item, its owner and/or agents, individually and collectively, shall be bound to indemnify and hold harmless the Galveston Wharves against any and all claims by incoming vessels assigned to the same berth which are delayed by the failure to the vessel to vacate.

UNUTILIZED EQUIPMENT / FACILITY CHARGE**A-7**

Any unutilized privately owned equipment and facilities on property under the management of the Galveston Wharves, not covered by a written agreement or other items on this tariff, shall be assessed a storage charge of \$ 0.06 per square foot per calendar day or fraction thereof until removed from the premises or a written agreement is executed covering said equipment and facilities. The charge shall be based on the total area occupied inside the perimeter drawn around such equipment and facilities.

VESSELS REQUIRING SPECIAL SERVICES**A-8**

All vessels berthed at any wharf or mooring which require Special Services will be subject to dockage charges of FIFTY-NINE CENTS (\$ 0.59) Per Gross Registered Ton (GRT) per day or fraction thereof.

The Board of Trustees of the Galveston Wharves

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WATER FURNISHED TO VESSELS**A-9**

Charge for water furnished vessels shall be made at **\$5.53 per 100 cubic feet**, or fraction thereof, plus a minimum hook-up charge per vessel as follows:

7:30 A.M. to 4:00 P.M., Monday through Friday **\$225.00**

At All Other Times and Holidays **\$350.00**

If the Port of Galveston supplies a User with fittings or equipment necessary to take on fresh water and that User fails to return the equipment, the User shall be charged \$75.00 each for 2 ½ inch Fitting Adapter, \$225.00 for each 50 foot section of hose with couplings and \$1,500 for each portable 2 inch water meter with backflow assembly.

CRUISE TERMINAL SECURITY FEE**A-10**

All Cruise Ships and Day Cruise Vessels berthing at the Galveston Wharves, Terminal One or Terminal Two, or any other berth under the control of the Galveston Wharves, for the purpose of embarking or disembarking passengers, and not having regularly scheduled service to or from those berths under the terms of a Berthing Agreement or Operating Agreement with the Galveston Wharves, shall be subject to a Cruise Terminal Security Fee of \$2,000 per port call day, in addition to the normal passenger service fees and dockage as required by the tariff. This fee shall be assessed to provide for Cruise Ship Terminal Security personnel for passenger and traffic control in the areas and roadways adjacent to the cruise terminal, as required for such vessels in accordance with the Port Security Plan of the Galveston Wharves. Individual cruise lines and day cruise companies will be responsible for providing internal building security, including screening personnel to operate x-ray and metal detection devices, and other personnel as necessary to meet the Cruise Terminal Security Plan requirements contained in the Port Security Plan of the Galveston Wharves.

PASSENGER SERVICE CHARGE**A-11**

For passengers embarking on or disembarking from vessels designed to carry more than 125 passengers over the Galveston Wharves facilities, charges will be assessed at the following rates:

All Passengers embarking \$ 8.20 per passenger

All Passengers disembarking \$ 8.20 per passenger

For passengers in transit \$11.47 per passenger

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For passengers embarking on or disembarking from vessels designed to carry between 10 and 125 passengers over the Galveston Wharves facilities, charges will be assessed at the following rates:

All Passengers embarking **\$ 1.00 per passenger**

All Passengers disembarking **\$ 1.00 per passenger**

SECURITY SURCHARGE	A-12
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A security surcharge, as described in this Tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Galveston Wharves (Port of Galveston) in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers and vehicles, which will be assessed on a per unit basis, and passengers, which will be assessed on a per passenger basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

VESSELS and BARGES: Eleven percent (11.00%) of total dockage per port call.

CARGO:

• General Cargo / Break-bulk	\$ 0.23	per Short Ton
• Bulk	\$ 0.052	per Short Ton
• Liquid bulk	\$ 0.052	per Short Ton
• Containers	\$ 4.47	per Box
• Vehicles	\$ 1.06	per Vehicle
• Passengers	\$ 1.06	per Passenger

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HARBORMASTER FEES**A-13**

Harbormaster fees will be charged at the rate below:

<u>Gross Registered Tonnage</u>	<u>Harbormaster Fee</u>
0-500	\$ 134.74
501-2000	\$ 224.54
2001 & OVER	\$ 314.37

HARBOR MAINTENANCE FEE**A-14**

All Vessels 250 feet and over and loaded barges entering the limits of the Port of Galveston shall be assessed a Harbor Fee to assist in defraying administrative expenses incurred by the Port relating to safety, maintenance, and the general care of the harbor and other facilities in the harbor. Vessels leaving and reentering the limits of the Port of Galveston will be assessed additional harbor fees for each reentry. Government Vessels not engaged in carrying cargo, troops, or supplies; private, non-commercial pleasure craft; and tugboats (not applicable to integrated tug/barges) shall be exempted from the Harbor Fee. The Harbor Maintenance fee will be charged at the rate below:

Fee per Vessel

Vessel 250 Feet & Over \$ 710.02

Vessel 249 Feet & Under \$ 355.01

PIER DEMURRAGE CHARGES**A-15**

After expiration of Free Time, pier demurrage charges will be assessed on cargo discharged into closed or shedded piers or warehouses or in open space.

(1) On all other cargo except Wind Energy Cargo and Vehicles:

- (a) TWENTY-FIVE CENTS (\$0.25) per day, per ton for the first seven (7) days;
- (b) THIRTY-FIVE CENTS (\$0.35) per day, per ton for the next thirteen (13) days;
- (c) SIXTY CENTS (\$.60) per day, per ton for the twenty-first (21st) day and for each day thereafter.

(2) On Wind Energy cargo, charges will be FIFTEEN CENTS (\$0.15) per square foot of space used, per month.

The Board of Trustees of the Galveston Wharves

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(3) The minimum charge for all wharf demurrage will be \$15.00 per Bill of Lading.

(4) If there are differences in rounding between charges per short ton and charges per metric ton, the charge per short ton shall prevail.

WHARFAGE CHARGES**A-16**

Unless otherwise provided herein, the rates stated below are in U. S. dollars per net ton (short ton) of 2,000 pounds and per metric ton of 2204.6 pounds. Due to differences in rounding between net tons (short tons) and metric tons, charges billed by the Galveston Wharves will be calculated and invoiced based on net tons (short tons). A minimum wharfage charge of \$25.00 is charged on all cargo.

Commodity	Per Short Ton	Per Metric Ton
Commodities N.O.S	\$ 2.09	\$ 2.31
Bulk Commodities	\$ 1.37	\$ 1.50
Container Cargo	\$ 2.48	\$ 2.74
Ro-Ro Cargo	\$ 2.59	\$ 2.85
Bagged Food	\$ 0.12	\$ 0.12
Fresh Fruits/Vegetables	\$ 1.76	\$ 1.92
Cotton (Per Bale)	\$ 0.42	N/A
Iron/Steel Articles	\$ 1.80	\$ 1.99
Scrap Steel N.O.S	\$ 1.37	\$ 1.50
Lumber, Plywood, etc...	\$ 1.80	\$ 1.99
Paper, Linerboard, News Print, etc...	\$ 1.80	\$ 1.99
Liquid Bulk	\$ 0.33	\$ N/A
	Per Barrel	
Bunker Fuel - Per Barrel (42 Gallons)	\$ 0.20	N/A
	Per Short Ton	Per Cubic Meter
Project Cargo N.O.S (Charged by greater of Short Ton or Cubic Meter)	\$ 2.74	\$ 1.11
Wind Power Components (Charged by greater of Short Ton or Cubic Meter)	\$ 3.00	\$ 1.65
	Per Head	
Livestock, Viz: Charges are per Head		
Calves, Goats, Sheep, and Hogs	\$ 0.81	N/A
Colts and Donkeys	\$ 1.37	N/A
Horses, Mules, and Cattle	\$ 1.65	N/A

SERVICES PROVIDED BY PORT OF GALVESTON POLICE DEPARTMENT**A-17**

The Galveston Wharves (Port of Galveston) Police Department will supply escort and traffic control services, as noted in the above paragraph, which are outside of normal patrol and security duties, subject to the availability of personnel. At such times that the Port of Galveston Police services are provided as above, charges will be billed by the Galveston Wharves to the party requesting the services (e.g. Stevedore, Trucking/Drayage Company, Shipping Line, etc.). The charge for the Port Police Escort and Traffic Control services will be ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per officer supplied to perform the services. Charges quoted herein are in addition to Wharfage, Storage Fees, Pier Demurrage and such other charges as may accrue under the terms of this Tariff.

Galveston Wharves (Port of Galveston) Police Department also assists Port tenants, customers and other Port Users by processing and providing Port Access Badges for personnel who require regular entry and access to Port of Galveston facilities. In order to recover administrative costs related to the issuance of the Badges the following charges will apply:

Issuance and Renewal of Port Access Badges:

Original Port Access Badge and each Original Duplicate Port Access Badge: \$20 each.

Re-issuance of a Port Access Badge not yet expired and reported as "lost": \$15 each.

Renewal of Port Access Badge at regular expiration date: \$10 each.

Port employees will be allowed one Original Port Access Badge and each regularly scheduled Badge renewal without payment of the fees.

OFFSHORE TENDERS, RESEARCH VESSELS, TOW BOATS & OTHER SIMILAR CRAFT**A-18**

Dockage charges on offshore tenders, research vessels and other similar craft having LOA of 399 Feet or less will be assessed on length of vessel at THREE DOLLARS and NINETY-SEVEN CENTS (\$3.97) per foot per day or fraction thereof. Such vessels having an LOA of greater than 399 feet will be assessed Dockage in accordance with the rates listed in Item No. A-5 above.

HELICOPTER LANDING/TAKEOFF FEE**A-19**

The Galveston Wharves, under its sole discretion, may provide an area for the landing/take-off of helicopters the use of which shall be scheduled with the Port no later than 48 hours in advance of landing/taking-off. The fee per occurrence is \$500, in addition to a site preparation fee of \$675. These fees are in addition to any wharfage fees administered within this tariff.



Addendum B: Insurance Requirements

The rates and charges published in this Tariff do not include any amounts for insurance coverage. Insurance required by the owner and/or consignee of cargo to protect their respective interests shall be carried by the owner and/or consignee. The phrase “Required Policy” means each policy of insurance required to be maintained by user under the terms of this Tariff. Except as otherwise provided in any written agreement between the User and the Galveston Wharves, every User of Galveston Wharves Property must comply with the following insurance requirements when present on Galveston Wharves Property:

(A) Commercial General Liability Insurance. User must maintain Commercial General Liability Insurance, including Pollution Liability coverage, covering the Galveston Wharves and User for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage and pollution, and not less than \$1,000,000 per occurrence for personal injury, bodily injury or death. In the event that User is engaged in any way in the performance of stevedoring services on or in connection with the facilities of the Galveston Wharves, User must, in addition to the above noted Pollution Liability coverage, maintain General Liability/Premises Operations Insurance covering the Galveston Wharves and User for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than \$5,000,000 combined single limits per occurrence for property damage, personal injury, bodily injury or death. Such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(B) Workers Compensation. User must maintain Workers Compensation Insurance to protect against claims under Texas Workers Compensation laws as well as all Federal acts applicable to User's operations on Galveston Wharves Property, including but not limited to U. S. Longshoremen and Harborworkers Act, Jones Act and Federal Employers' Liability Act (F.E.L.A.). The limit of liability for such coverage must at least meet applicable statutory requirements and, Alternate Employer endorsement for the Galveston Wharves and the City of Galveston must be included in each policy. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

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(C) Employers' Liability. User must maintain Employers' Liability Insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of User who may bring a claim outside the scope of the Texas Workers Compensation laws or federal acts applicable to User's operations on Galveston Wharves Property. This insurance must contain all endorsements necessary to cover maritime operations and, where applicable, stevedore and longshore operations, including Original admiralty benefits and damages under the Jones Act and benefits and damages under the U. S. Longshoremen and Harborworkers Act, in the minimum amount of \$1,000,000 per occurrence. Additionally, each policy must contain Alternate Employer endorsement for the Galveston Wharves and the City of Galveston and an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(D) Automobile Insurance. User must maintain Automobile Liability Insurance coverage on all its owned or rented vehicles that enter Galveston Wharves Property in the minimum amount of (i) \$1,000,000 combined single limit coverage per occurrence for all vehicles used for commercial purposes, and (ii) the applicable statutory minimums for vehicles not used for commercial purposes. Such commercial policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's. Additionally, each policy with respect to commercial vehicles must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(E) Umbrella/Excess Liability Insurance. User must maintain Umbrella/Excess Liability Insurance. The insurance provided under this section must be in the amount of not less than \$5,000,000 per occurrence and be excess over all underlying insurance coverage in this Tariff. Such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's.

(F) Waiver of Subrogation. The Galveston Wharves and User agree to waive any and all rights of recovery, claims, actions or causes of action against the other, its agents, officers and employees for any injury, death, loss or damage that may occur to any Person or to Galveston Wharves Property, or any personal property of such party on Galveston Wharves Property, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Tariff, to the extent and only to the extent of any proceeds actually received by the Galveston Wharves or User, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its agents, officers or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

(G) Insurance Requirements. The phrase "Required Policy" means each policy of insurance required to be maintained by User under the terms of this Tariff. Each Required Policy must be placed in/written by a company or companies satisfactory to the Galveston Wharves,

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but in all events by a company or companies having a current AM. Best Company General Policyholders Rating of A+ or A and with an AM. Best Company Financial Rating of not less than XII (or a similar rating by a comparable service selected by the Galveston Wharves should AM. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. All Required Policies may contain a deductible of not more than \$25,000. Such policies must be endorsed so as to require 30 days prior written notice to the Galveston Wharves in the event of cancellation, material change, or intent not to renew. Required Policies must contain cross-liability clauses, when applicable and available. User must deliver to the Galveston Wharves a Certificate of Insurance (evidence of coverage) for any Required Policy no later than the first date any insurance policy is required hereunder. The required evidence of coverage must always be deposited with the Galveston Wharves. If User fails to do so, such failure may be treated by the Galveston Wharves as a default by User and the Galveston Wharves, in addition to any other remedy under this Tariff, may purchase and maintain such Required Policy and User must immediately reimburse the Galveston Wharves for any premiums paid or costs incurred by the Galveston Wharves in providing such insurance.

All required Certificates of Insurance must be issued ("Policy Holder" endorsement) to:

The Board of Trustees of the Galveston Wharves and The City of Galveston

123 25th Street, 8th Floor

Galveston, Texas 77550

Except as otherwise provided in any written agreement between the User and the Galveston Wharves, certain Users of Galveston Wharves Property must comply with the following insurance requirements:

(A) Liquor Liability Insurance. If User is engaged in any way in the sale of alcoholic beverages, either for consumption of alcoholic beverage on or off Galveston Wharves Property, User must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence. If written on a separate policy from the Commercial General Liability policy required in this Tariff, such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) as an additional insured.

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(B) Protection & Indemnity Insurance. If User operates a vessel calling at Galveston Wharves Property, User must maintain Protection and Indemnity (P&I) Insurance coverage in form and substance acceptable to Wharves in the minimum amount of \$5,000,000 combined single limit coverage per occurrence. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(C) Property Insurance. If User is the sole occupant or user of any structure on Galveston Wharves Property, User must insure all structures so occupied or used, any other improvements, and any personal property (including, but not limited to, furniture and fixtures, Electronic Data Processing (EDP) equipment, inventory or stock) located or being constructed in the structure(s) against loss or damage by fire, hurricane, windstorm, flood, earthquake and all other risks with "all risks" endorsement or its equivalent. The insurance must be paid for by User and must be in amounts not less than the full actual replacement value of all the structure(s), any other improvements, and any personal property being insured, and must have a replacement cost endorsement or similar provision. The actual replacement value must be confirmed from time to time by the insurer, at the Galveston Wharves' request. User agrees to employ an appraiser approved by the Galveston Wharves to review, at least annually, the Property Insurance covering the structure(s), any other improvements, and any personal property located or being constructed in the structure(s) to determine the full replacement value thereof. User agrees to increase the policy limits, if necessary, to an amount equal to the full replacement value as determined by the appraiser. User is solely responsible for the payment of any appraiser fees and policy premium increases.

(D) Stevedore's Legal Liability Insurance. If User is engaged in any way in the performance of stevedore services and/or operations on or in connection with the facilities of the Board of Trustees of the Galveston Wharves, User must comply with requirements outlined in Exhibit A to this Tariff Item.

(E) Longshore and Harborworkers Insurance. If User is engaged in any way in the performance of stevedore services and/or operations on or in connection with the facilities of the Board of Trustees of the Galveston Wharves, User must maintain Insurance to protect against claims under all Federal acts applicable to User's operations on Galveston Wharves Property, including but not limited to the U. S. Longshoremen and Harborworkers Act. The requirements stated in Exhibit A to this Tariff Item will be applicable. The limit of liability for such coverage must at least meet applicable statutory requirements. Such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(F) Terminal Operators Liability Insurance. If User is engaged in any way in as an operator of Terminal Facilities on or in connection with the facilities of the Board of Trustees of the Galveston Wharves, User must maintain Terminal Operators Liability Insurance coverage in

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the minimum amount of \$1,000,000 combined single limit coverage per occurrence, and \$2,000,000 in General Aggregate. Such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

The Board of Trustees of the Galveston Wharves reserves the right to make from time to time certain exceptions to the insurance requirements described in this Section. Without limiting the authority of the Board described in the previous sentence, the following Users of Galveston Wharves Property are permitted to carry the following insurance coverage in lieu of the coverage described in Item 610 and 615 of this Tariff, except as otherwise provided in any written agreement between the User and the Galveston Wharves:

Office Users. Any User of Galveston Wharves Property used solely for office purposes is not required to insure the building in which the premises is located. However, Property Insurance covering loss or damage by fire, hurricane, windstorm, flood, earthquake and all other risk with "all risks" endorsement or its equivalent must be maintained on all of the User's personal property on the premises, including without limitation all furniture, fixtures, inventory, stock, and equipment of every nature. The insurance must be paid for by the User and must be in amounts not less than the full actual replacement value of the personal property on the premises, and must have a replacement cost endorsement or similar provision. The actual replacement value must be confirmed from time to time by the insurer, at the Galveston Wharves' request. In addition, such Users are not required to carry Umbrella/Excess Liability Insurance.

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Exhibit A**Galveston Wharves Insurance Requirements of Stevedores**

1. **Specific Insurance Requirements:** The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<ul style="list-style-type: none"> • \$1,000,000 Per Occurrence • \$2,000,000 General Aggregate • \$2,000,000 Products/Completed Operations Aggregate • \$1,000,000 Personal And Advertising Injury • Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> • Current ISO edition of CG 00 01. • Additional insured status shall be provided in favor of Galveston Wharves on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01. • This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Galveston Wharves, with Galveston Wharves insurance being excess, secondary and non- contributing. • The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Any endorsement modifying or deleting the exception to the Employer's Liability exclusion ○ Any "Insured vs. Insured" exclusion ○ Any Punitive, Exemplary or Multiplied Damages exclusion
Business Auto Liability	\$1,000,000 Per Accident	<p>Current ISO edition of CA 00 01</p> <ul style="list-style-type: none"> • Arising out of any auto (Symbol 1), including owned, hired and non-owned

Date Approved: December 14, 2021

Effective Date: January 1, 2022

The Board of Trustees of the Galveston Wharves

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Workers' Compensation and Employer's Liability	<ul style="list-style-type: none"> • Statutory Limits • \$1,000,000 Each Accident and Disease • Alternate Employer in favor of Galveston Wharves • United States Longshore and Harbor Workers Compensation Act • Jones Act • Federal Employers' Liability Act 	<ul style="list-style-type: none"> • The State in which work is to be performed must listed under Item 3.A. on the Information Page • Such insurance shall cover liability arising out of the Stevedore's employment of workers and anyone for whom the Stevedore may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. • Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Stevedore shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Stevedore and Galveston Wharves. Where Stevedore uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Stevedore is strictly prohibited from subletting any of its work without the express written agreement of Galveston Wharves.
Excess Liability (Occurrence Basis)	\$5,000,000 Each Occurrence	<ul style="list-style-type: none"> • Such insurance shall be excess over and be no less broad than all coverages described above. • Drop-down coverage shall be provided for reduction and/or exhaustion of underlying • Aggregate limits and shall include a duty to defend any insured.
Stevedore's Legal Liability	\$5,000,000 Each Occurrence	<ul style="list-style-type: none"> • Additional insured status shall be provided in favor of Galveston Wharves.
Pollution Liability	<ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • Such insurance must provide third party liability coverage for bodily injury, property damage, clean up expenses, and defense arising from the operations. • All coverage provided in the policy shall apply to operations and completed operations of the insured without separate restrictions for either of these time frames. 	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> • contractual assumption of liability; • impaired property that has not been physically injured; • materials supplied or handled by the named insured; • property damage to the work performed by the named insured; • punitive, exemplary or multiplied damages; or • work performed by subcontractors

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "Galveston Wharves" means (a) Galveston Wharves, (b) the City of Galveston, (c) their respective trustees, officers, employees and agents, and (d) their affiliates, subsidiaries, successors and assigns.
- ii. "Stevedore" shall include subcontractors of any tier.
- iii. "ISO" means Insurance Services Office.

B. Policies.

- i. All policies must:
 - a. be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide or worker's compensation insurance companies that have been approved by the U.S. Department of Labor;
 - b. provide a waiver of subrogation in favor of Galveston Wharves on all insurance coverage carried by Stevedore, whether required herein or not;
 - c. contain an endorsement providing for thirty (30) days prior written notice to Galveston Wharves of cancellation; and
 - d. be provided to the Galveston Wharves in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Galveston Wharves.
- ii. Failure of Galveston Wharves to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Galveston Wharves to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Stevedore's obligation to maintain such insurance.
- iii. Stevedore shall provide to the Galveston Wharves a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Galveston Wharves prior to the expiration of the previous policy.
- iv. Commencement of operations without provision of the required certificate of insurance or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Galveston Wharves of any rights. The Galveston Wharves shall have the right, but not the obligation, of prohibiting the Stevedore or any subcontractor from

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performing any operations until such certificate of insurance or required endorsements are received and approved by the Galveston Wharves.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Galveston Wharves. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Stevedore's sole risk. The Stevedore shall not be reimbursed for same.

D. Forms

- i. If the forms of policies, endorsements, or certificates of insurance required by this Exhibit are superseded or discontinued, Galveston Wharves will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Galveston Wharves.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. Evidence shall be provided to Galveston Wharves prior to commencing operations and prior to the expiration of any required coverage.
- iii. ACORD Form 25 must specify:
 - a. Galveston Wharves as certificate holder at Galveston Wharves' mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Galveston Wharves as required herein;

- f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage.
- iv. Copies of the additional insured endorsement applicable to the General Liability policy and of the 30 Day Notice of Cancellation endorsement applicable to all required policies shall also be provided.

F. Stevedore Insurance Representations to Galveston Wharves

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Galveston Wharves minimum requirements and are not to be construed to void or limit the Stevedore's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Stevedore should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Stevedore in support of the Stevedore's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Stevedore, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Stevedore shall fail to remedy such breach within five (5) business days after notice by the Galveston Wharves, the Stevedore will be liable for any and all costs, liabilities, damages and penalties resulting to the Galveston Wharves from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Stevedore by the Galveston Wharves. In the event of any failure by the Stevedore to comply with the provisions of this Agreement, the Galveston Wharves may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Stevedore, purchase such insurance, at the Stevedore's expense, provided that the Galveston Wharves shall have no obligation to do so and if the Galveston Wharves shall do so, the Stevedore shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

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G. Loss to Stevedore's Property

The Stevedore is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Stevedore's shall be the Stevedore's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Stevedore shall not be reimbursed for same. Should the Stevedore choose to self-insure this risk, it is expressly agreed that the Stevedore hereby waives any claim for damage or loss to said property in favor of the Galveston Wharves.

H. Use of the Galveston Wharves Equipment

The Stevedore, its agents, employees, subcontractors or suppliers shall use the Galveston Wharves equipment only with express written permission of the Galveston Wharves designated representative and in accordance with the Galveston Wharves' terms and condition for such use. If the Stevedore or any of its agents, employees, subcontractors or suppliers utilize any of the Galveston Wharves equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Galveston Wharves, the Stevedore shall defend, indemnify and be liable to the Galveston Wharves for any and all loss or damage which may arise from such use.

I. Insurance Requirements of Stevedore's Subcontractors

Insurance similar to that required of the Stevedore shall be provided by all subcontractors (or provided by the Stevedore on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Stevedore shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Stevedore shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Galveston Wharves upon request.

J. Release and Waiver

The Stevedore hereby releases the Galveston Wharves from any and all claims or causes of action whatsoever which the Stevedore might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Stevedore pursuant to this Agreement.