
MARINE TERMINAL OPERATOR SCHEDULE (TARIFF) NO. 18



(Cancels and replaces Terminal Tariff No. 17)
Effective: 7/01/2026

PORTLAND, OREGON



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PART 1: RULES

SECTION I - GENERAL RULES

1. The Port

The term the Port means the Port of Portland, Portland, Oregon.

2. Tariff Applicability

- A. Applicable to Port Terminals 4, 5 and 6, including the T6 Container Facility, but excluding certain services available only through the T6 Container Facility Operator for the T6 Container Facility as identified below and in this Tariff.

This marine terminal operator schedule is adopted under 46 C.F.R 525.2 and is referred to as a "Terminal Operator Schedule" or "Tariff" No. 18." This Terminal Operator Schedule applies to any Facility User using, or present on, any of the Port of Portland's Marine Terminal Facilities (Terminals 4, 5 and 6), including the Terminal 6 Container Facility which is depicted in Exhibit A.

This Tariff is inapplicable to rates and charges for any goods or services provided by the T6 Container Facility as identified in this Tariff, which shall be set by the T6 Container Facility Operator, and not the Port. Beginning January 1, 2026, the T6 Container Facility Operator is Harbor Industrial Services Corporation dba Oregon Container Terminal Services ("Oregon Container Terminal Services"). Oregon Container Terminal Services may be contacted at 202-707-3603; 7201 N. Marine Drive, Portland, OR 97203.

While the T6 Container Facility is being operated by Oregon Container Terminal Services, the following provisions of this Tariff remain applicable to and enforceable against Facility Users of the T6 Container Facility: rail facility fees for Containers charged to railroads; piling and fendering system damage repair and replacement fees charged to vessels and remedies against Facility Users for damage to the marine facility the Port is obligated to maintain (Port Tariff 18 Part 1, Section I, Paragraph 3); standard maritime Law protections from liability to Facility Users ("Third Parties") (Port Tariff 18 Part 1, Section I, Paragraph 3); security fees charged to all vessels on a per-dockage-day basis (Port Tariff 18 Part 1, Section I., Paragraph 13); (Port Tariff 18 Part 1, Section I.,

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Paragraph 17 (Insurance); Port Tariff Part 1, Section I, Paragraphs 10 and 11 (legal compliance)); Port Tariff Part 1, Section I., Paragraphs 2, 19, 20, 21, 22, 23, and 24 (Application of Tariff; Indemnification; Reimbursement for Damage, Application of Carrier Bills of Lading; Excess Cargo Value, Limits of Liability and Waiver of Consequential Damages, Governing Law and Venue, Waiver of Sovereign Immunity); and remedies to enforce all of the above requirements.

B. Effective Date; Expiration Date

This Tariff is effective on and after the effective date January 1, 2026. This Tariff expires on June 30, 2026.

C. Obtain Express Permission in Advance of Use; Notice to Public and Facility Users of Terms of Use of Marine Terminal Facilities; Facility User Liable for its Representatives

Each Facility User should obtain the express permission of the Marine Terminal Facility tenant or Facility User they are conducting business with prior to entering any of the Marine Terminal Facilities. Any Facility User intending to conduct business with the Port of Portland on any Marine Terminal Facility must contact the Port in advance of entering any of the Marine Terminal Facilities. This Tariff is notice to the public and Facility Users that the provisions of this Tariff, including, the rates, charges, rules, and regulations contained in the Tariff, apply to all Facility Users that use or are present on any of the Port of Portland's Marine Terminal Facilities, and are enforceable by an appropriate court as an implied contract without proof of a Facility User's actual knowledge of the provisions contained in the Tariff. Each Facility User (defined in Part 1, Section I, Paragraph 6.E), shall be liable for noncompliance with the terms of this Tariff by such Facility User's partners, officers, directors, agents, employees, invitees, licensees, contractors and subcontractors.

D. Reservation of Right to Enter into Separate Contract

The Port reserves the right to enter into a separate contract with a Facility User that contacts the Port in advance of entering or using any of the Marine Terminal Facilities, concerning rates, services, regulations and practices that shall govern their transaction when, in the sole discretion of the Port, the facts or assumptions underpinning the rates, services, regulations and practices in this Tariff are inappropriate in the particular circumstances of the contemplated

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transaction, provided such contract is consistent with existing local, state and federal law. If the Port's last offer has not been unconditionally accepted by the time a Facility User makes use of, or is present at, one of the Marine Terminal Facilities (defined in Part 1, Section I, Paragraph 6.B), such use or presence is deemed acceptance of the Port's last offer supplemented by such terms of this Tariff as are consistent with such last offer.

E. Use of Facilities Deemed Acceptance of Tariff

Use of one of the Marine Terminal Facilities by a Facility User shall be deemed an acceptance of this Tariff along with all the specified terms and conditions contained in the Tariff, unless the Facility User and the Port have entered into a binding separate written contract governing the transaction prior to Facility User's arrival at or use of the Marine Terminal Facilities. The Facility User must familiarize itself with the physical characteristics of the Marine Terminal Facilities used.

F. Application for Vessel Berth Reservation or Layberth Space Request

The Port's Application for Vessel Berth Reservation or Layberth Space Request may be found at <https://www.portofportland.com/marine/tariff> and <https://www.portofportland.com/layberth>. In addition to the requirements of the application and request, Berth reservations and Layberth Space Requests are also subject to the Conditions of Berth Reservation in Part 1, Section I, Paragraph 18.

This Terminal Operator Schedule is inapplicable to the berth and layberthing reservation process at the T6 Container Facility for Berths 603, 604 and 605. Please contact the T6 Container Facility Operator Oregon Container Terminal Services for berth and layberthing reservation requests for T6 Container Facility Berths 603, 604 and 605.

3. Damage to Port Pilings, Property and the Environment

A. Piling and Fendering System Damage Repair and Replacement

Vessels, including their owners, operators, and charterers, shall be liable and charged for the replacement or repairs of any pilings or fendering system damaged during berthing a vessel or the occupancy of a Port Berth. Damage identified during a vessel's

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berthing, occupancy of a berth or after a vessel's departure shall be deemed to have occurred during the vessel's presence at a Port berth unless the Port is notified by the vessel's agent in writing prior to tie-up of any pre-existing damage to the pilings and fendering system.

B. Liability for Environmental Damage and Costs

Each Facility User shall be liable for all Environmental Costs (defined in Part 1, Section I, Paragraph 1) associated with investigation of, response to, or abatement of any Hazardous Substance Release (defined in Part 1, Section I, Paragraph 1) at or in the vicinity of the Marine Terminal Facilities, or on adjacent Port property, that emanate from, are related to, or are caused by, the Facility User's vessel, equipment, activities, or operations. If such Facility User does not immediately commence corrective action, the Port may, in its sole discretion, undertake corrective action, and such Facility User must reimburse the Port for all such costs within thirty (30) days of written demand by the Port.

C. Other Property Damage

Each Facility User shall be liable for any damage arising out of, related to, or caused by the activities or operations of the Facility User at or in the vicinity of the Marine Terminal Facilities, either by act or omission, to Port property or the property of any terminal operator, including the T6 Container Facility operator, tenant, or other user, and must reimburse the Port or other damaged party for any such damage within thirty (30) calendar days of written demand.

4. Performance of Services on Port Facilities

The Port reserves the right to perform all services and furnish all equipment, supplies, and material in connection with the operation of its Marine Terminal Facilities. No person or entity may perform any services on any of the Marine Terminal Facilities without the Port's prior written permission, in the Port's sole discretion, which permission may be by e-mail. Those people or entities permitted by the Port to perform services and furnish equipment, supplies and material must comply with this Tariff.

5. Shipper's Requests and Complaints

Any person may initiate inquiries or complaints on matters relating to rates, charges, rules, and regulations contained in this Tariff by filing a

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fully documented statement with the Executive Secretary, Northwest Marine Terminal Association Inc., P.O. Box 86414 Portland, OR 97286.

6. Definitions

A. Holiday

Any legal holiday proclaimed by state or national authority or designated by applicable collective bargaining agreements.

B. Marine Terminal Facilities

Marine Terminal Facilities means Port Marine Terminal 4, Terminal 5 and Terminal 6, including the T6 Container Facility depicted on Exhibit A.

C. Port

Port means the Port of Portland and includes the Port, its commissioners, executive, directors, employees, and agents.

D. Place of Rest

Place of rest means that area on the Marine Terminal Facilities assigned for receipt of inbound cargo from the vessel and for receipt of outbound cargo for vessel loading.

E. Facility User

Facility User means any cargo interest, shipper, consignor, consignee, vessel, vessel owner, or operator or charterer, inland carrier, ocean carrier (whether vessel operating or non-vessel operating), stevedore, freight forwarder, broker, motor carrier, rail carrier, or any other person or entity that is present on, uses, or benefits from use of, the Marine Terminal Facilities. Facility User includes Facility User and Facility User's respective partners, officers, directors, agents, employees, invitees, licensees, contractors, and subcontractors.

F. Operating Days and Hours

The Marine Terminal Facilities are only open for operation during "Operating Days and Hours." Facility Users must check

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<https://www.portofportland.com/marine/tariff> to confirm the days and hours the Port Marine Terminal Facilities will be open. If a Facility User requires services outside Operating Days and Hours, the Facility User must first enter into a separate written agreement with the Port for special services. The Port will update its Operating Days and Hours in advance on <https://www.portofportland.com/marine/tariff>, and reserves the right to use additional reasonable means of notice. T6 Container Facility Operator Oregon Container Terminal Services is responsible for setting Operating Days and Hours for the T6 Container Facility.

G. T6 Container Facility

The T6 Container Facility is the container and breakbulk facility depicted on Exhibit A and operated by Container Facility Operator Oregon Container Terminal Services.

H. T6 Container Facility Operator

The T6 Container Facility Operator is Harbor Industrial Services Corporation, dba Oregon Container Terminal Services (Oregon Container Terminal Services).

7. Conditions for Acceptance, Retention, or Delivery of Cargo

A. Right to Exclude Explosives, Nuclear Materials, Invasive Species, Hazardous Substances and Inflammable Commodities

At the Port's sole discretion, subject to federal, state, and local regulatory agencies' regulations, the Port may exclude, or require special arrangements to process explosive, nuclear materials, invasive species, hazardous substances, or inflammable commodities or materials at the Marine Terminal Facilities.

B. Right to Refuse Cargo

The Port reserves the right, in its sole discretion, (without liability for demurrage, other charges, loss, or damage) to refuse to accept, receive, or unload cargo, or to demand that cargo which has been unloaded be returned to the unloading vessel. In addition, the Port may refuse to allow vessels to discharge:

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1. Cargo, for which previous arrangements for space, receipt, unloading, or handling have not been made with the Port by the Facility User.
 2. Cargo deemed offensive, perishable, hazardous, or likely to contain invasive species.
 3. Cargo not in packages or containers suitable for ordinary handling incidental to its transportation.
- C. Right to Remove, Repack or Recondition, Repile, and Transfer Cargo
1. At the Port's sole discretion, cargo remaining on one of the Marine Terminal Facilities after expiration of the free time and cargo shut out at clearance of the vessel may be piled or repiled to make space; transferred to other locations within the Marine Terminal Facilities; or relocated to public or private warehouses with all expense and risk of loss or damage for the account of the Facility User responsible for such cargo.
 2. At the Port's sole discretion, cargo considered hazardous, offensive, or by its nature liable to damage other cargo, may be either removed from the Marine Terminal Facilities, repacked, or the original packaging may be reconditioned. All expense and risk of loss or damage will be for the account of the Facility User responsible for such cargo. These expenses include, but are not limited to, surveying, reconditioning, containment, government fines or assessments, and additional labor or equipment requirements.
- D. Right to Sell Cargo
- The Port may sell at public or private sale, any cargo on which the Facility User responsible for such cargo fails to, or refuses to, pay charges arising under this Tariff. The proceeds of the sale must be applied first to the cost and expense of sale and then to the charges. The Port may sell any such cargo of a perishable nature, or of a nature liable to damage other cargo or property, at public or private sale without advertising.
- E. Right to Withhold Delivery

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The Port reserves the right to withhold delivery of any cargo until all charges accrued under the Tariff have been paid in full.

8. Information to be Supplied to the Port

The Port may require such information as is reasonably available for the efficient conduct of its operations, including:

A. Manifests

Masters, owners, agents, operators, or charterers of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo, descriptions, names of consignees and consignors, and the weights or measurements of all cargo loaded or discharged at the Marine Terminal Facilities. Manifests must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading (B/Ls), or "boat notes" or "mates' receipts" containing all information as required above may be accepted. Such information must be received by the Port within 5 days prior to the vessel's arrival at the Marine Terminal Facilities.

B. Dangerous Cargo List and Material Safety Data Sheets

The Facility User must provide the Port any dangerous cargo list prior to vessel arrival. The Port may also request a Material Safety Data Sheet (MSDS) prior to vessel arrival.

9. Billing in U.S. Measure

Upon customer request, billing will be performed on the basis of U.S. Measure in accordance with the conversion factors published with this Tariff. The billing rates shall reflect the conversion from 1 K/T or C/M basis to an S/T or 40 C/F basis, respectively.

10. Compliance with Safety, Environmental, and Other Laws

A. Safety

All Facility Users must comply with all applicable health and safety laws, rules, or regulations enacted or promulgated by federal, state, or local regulatory agencies, and by the Port.

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B. Environmental Laws

1. Definitions

Best Management Practices mean: (a) standards established by regulatory agencies; (b) environmental or operational standards or guidelines that establish common and accepted practices appropriate for a Facility User's operations on the Marine Terminal Facilities; and (c) standards or guidelines as stated by pertinent trade associations or professional associations.

Environmental Costs mean damages, fines, costs and fees arising from: (a) any violation of or noncompliance with applicable Environmental Law (defined in Part 1, Section I, Paragraph 10.B.1); or (b) any violation of the environmental provisions of this Tariff. Environmental Costs include the costs of: (i) immediate response, complete remediation, and restoration actions; (ii) Natural Resources Damage (defined in Part 1, Section I, Paragraph 10.B.1); (iii) self-help pursuant to Part 1, Section I, Paragraph 3.B; (iv) oversight and participation of governmental agencies, including natural resource trustees; (v) reasonable and documented fees of project managers, attorneys, legal assistants, engineers, consultants, accountants, and experts, whether or not employees of the damaged party and whether or not taxable as costs, incurred prior to, at, or after any administrative or judicial proceeding, including appeals and other forms of judicial review; and (vi) diminution in value of, loss or restriction on use of, the Premises including costs resulting from dealing with residual Hazardous Substances. With respect to invasive species, recoverable Environmental Costs specifically include costs associated with quarantine, fumigation, pesticide or herbicide application, and actions taken at the request of state or federal authorities with authority over invasive species control.

Environmental Law means any and all federal, State of Oregon, regional and local laws, regulations, rules, permit terms, codes, ordinances, and legally enforceable guidance documents, now or in future in effect, as amended from time to time, and applicable decisional law, which govern materials, substances,

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regulated wastes, emissions, pollutants, water, storm water, groundwater, wellfield and wellhead protection, cultural resources protection, animals or plants, noise, or products and relate to the protection of health, safety or the environment, or natural resources including land, sediments, water, storm water, and ground water.

Hazardous Substance means any and all substances, contaminants, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any applicable Environmental Law. Hazardous Substances includes invasive species, fuels, petroleum and petroleum derived products.

Hazardous Substance Release means the threatened or actual spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking, placing, migrating, leaching, and seeping of any Hazardous Substance into the air or into or on any land, sediment, or waters (including groundwater).

Natural Resources Damage means the injury to, destruction of, or loss of natural resources resulting from a Hazardous Substance Release. The measure of damage is: (a) the cost of restoring injured natural resources to their baseline condition; (b) the compensation for the interim loss of injured natural resources pending recovery; and (c) the reasonable cost of a damage assessment. Natural Resources include land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state, an Indian tribe, or a local government.

2. Compliance Obligations

All Facility Users must manage and conduct all of their activities on or relating to the Marine Terminal Facilities: (a) in compliance with all applicable Environmental Law; (b) in cooperation with the Port in the Port's efforts to comply with Environmental Law; and (c) in adherence with Best Management Practices. Without limiting the generality of the foregoing, all

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Facility Users must comply with the Port's municipal separate storm sewer system permit and stormwater pollution control plan, and any other applicable stormwater permit and stormwater pollution control plan associated with the Marine Terminal Facilities they are present on, use, occupy or operate.

Upon request from the Port, a Facility User must promptly provide the Port with any permits, plans or submittals required by any regulatory agencies related to such Facility User's use, occupation or operation on the Marine Terminal Facilities. In the event of a violation of Environmental Law, a violation of an environmental provision of this Tariff, a Hazardous Substance Release, a threat of or reasonable suspicion of a Hazardous Substance Release, or other environmental incident that occurs on one of the Port Marine Terminal Facilities, Facility Users must promptly notify the Port. If notice to the Port must be given on the weekend or after 5:00 p.m. on any day, Facility Users must notify the Port by calling the Port's emergency telephone number at (503) 240-2230.

C. Other Laws

In addition to any laws, rules, or regulations specifically referenced in this Tariff, all Facility Users must comply with any other applicable laws, rules, or regulations enacted or promulgated by federal, state, or local regulatory agencies and by the Port, including marine security laws.

11. United States Coast Guard Compliance

All ocean-going vessels using or scheduled to use a Port Berth must comply with the United States Coast Guard ("USCG") rules and regulations. If at any time, while at Berth, a vessel is determined by USCG to be in noncompliance or substandard, or if the cargo operation is interrupted or ordered to stop by the USCG authorities or Captain of the Port, the vessel, its owner(s), operator(s) or charterer(s) shall be liable for all consequential delays, damages, and costs; and the Port shall have the right to order the vessel to vacate the Berth if the cargo operation has not resumed within one hour from the time the cargo operation stopped.

If at any time, prior to the vessel's berthing, it is determined by the USCG that the vessel is deficient, the vessel's agent, master, owner(s), operator(s), or charterer(s) must immediately notify the Port indicating

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the nature of the deficiency so determined. Depending on the deficiency's potential impact on the cargo operation, the Port may, in its sole discretion, reject or void the vessel's Application for Vessel Berth Reservation or Layberth Space Request until the deficiency is corrected and acceptable to the USCG.

12. The Maritime Fire and Safety Association

The Maritime Fire and Safety Association ("MFSA") increases vessel safety and casualty response effectiveness through its comprehensive MFSA Vessel Response Plan that covers the Columbia River from its mouth (at river mile 0) extending three miles into the Pacific Ocean, up to the Glenn Jackson Bridge at I-205 (river mile 113) and the Willamette River from its confluence with the Columbia River up to Willamette Falls. In addition, the MFSA enters into contracts with the participating local fire districts and other safety organizations along these river systems through which they 1) facilitate ongoing training and education of member fire agencies in the response to vessel emergencies and 2) allow for purchase (and reimbursement) of specialized marine firefighting equipment to combat marine fires. The MFSA levies a charge per oceangoing or deep-draft vessel for each initial arrival at a participating MFSA member's location within the Columbia River. Each vessel must pay the MFSA fee to the Port, which merely collects the fee on behalf of the MFSA. The MFSA fee is not imposed for the furnishing of any Marine Terminal Facilities and is not related to the receiving, handling, storing, or delivering of property by the Port.

13. Security Fees

Each vessel must pay the Port security fees at Marine Terminal Facilities for which the Port provides security, including the T6 Container Facility. In order to fulfill its responsibilities for security, including, responsibilities mandated under the maritime transportation security laws and regulations comprising the Maritime Transportation Security Act of 2002 and 33 C.F.R. part 105, the Port shall assess against and collect from vessels, their owners, operators, or charterers for the use of Marine Terminal Facilities working areas the Port security fee stated in Part 2, Section I. The Port shall assess and charge fees against the vessel for each Dockage Day (as defined in Part 1, Section II, Paragraph 3), and irrespective of whether Dockage is charged or chargeable. Such security fee is in addition to all other fees and charges due under the Tariff.

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At the Port's sole discretion, charges may be assessed to cargo and vessels for additional security costs associated with an increase in MARSEC level mandated by the U.S. Department of Homeland Security.

14. Charges and Payment

A. Collection and Guaranty of Charges

1. Wharfage, Loading and Unloading, and Miscellaneous Charges:
 - (a) The Port shall assess Wharfage, loading and unloading, and miscellaneous charges to the owner of the cargo when they are not absorbed by the ocean or inland carriers.
 - (b) The Port shall bill charges for Wharfage, loading and unloading, and other Port charges for services performed on cargo transshipped by ocean carriers to, and their payment shall be guaranteed jointly and severally by, the vessel, its owner(s), operator(s), and charterer(s).

B. No Service and Facilities Charges

The Port does not assess service and facilities charges at its Marine Terminal Facilities. Fees for special services will be billed based on the services provided.

15. Satisfactory Assurance For Payment and When Payment Due

Use of Marine Terminal Facilities or service(s) by a Facility User is conditioned upon satisfactory assurance from such Facility User to the Port that all charges shall be paid when due. Charges are due and payable as they accrue or on completion of service or use.

16. Payment Requirements

When applicable under this Tariff, the Port shall bill charges, including Dockage, Port security fee, and Wharfage, to the vessel, its owners, operators, charterers, or agents, and the vessel, its owners, operators, charterers, and agents jointly and severally guarantee payment.

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The Port may require payment in advance for each of the following:

A. Berth Assignment

Before a vessel is assigned a Berth and commences its loading or unloading operations.

B. Cargo Custody and Control

Before cargo leaves the custody and control of the Marine Terminal Facilities for inbound shipments and before outbound cargo is released from the custody and control of the Marine Terminal Facility. These charges are the joint and several liability of these Facility Users: the cargo owner, shipper, and consignee.

C. Perishable, Doubtful Value, Household Goods

For all services provided on perishable cargo, cargo of doubtful value, and household goods.

D. Payment Terms are Cash Unless Port has Consented to Extended Payment Terms

Unless credit for its charges has been extended by the Port as provided in Part 1, Section I, Paragraph 18.B, all Port invoices for its charges pursuant to this Tariff or other agreement are due and payable in United States currency upon presentation to the vessel, its owner(s), operator(s), charterer(s), or agent(s). Facility Users, prior to the use of Marine Terminal Facilities or services, may receive extended payment terms, provided they have established credit worthiness or have posted adequate security acceptable to the Port and the Port has relieved them of cash payment requirements in the Port's Application for Vessel Berth Reservation or Layberth Space Request found at <https://www.portofportland.com/Marine/Tariff> and <https://www.portofportland.com/Layberth> and incorporated into this Tariff.

If payment is not made by the Facility User to whom credit has been extended by the Port according to the terms of such credit extension, then the Port may, in its sole discretion, following the failure to properly make payment, place such Facility User on a cash payment basis.

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E. Delay and/or Failure to Pay

In the case of delay or failure to pay invoices by the responsible Facility User when due, the Port reserves the right to demand payment of charges in advance before performing further services or before delivery of cargo against which charges have accrued. Any pending or alleged claims against the Port are not allowed to be asserted as an offset against outstanding invoices or accrued charges.

F. Delinquent Invoices

Invoices issued by the Port are due and payable no later than thirty (30) days from invoice date. Invoices not paid by the due date shall bear a delinquency charge of eighteen percent (18%) per annum or, if less, the maximum rate of interest allowed by law, from the date of delinquency until paid. The Port may, in its sole discretion, periodically change the delinquency charge on overdue amounts. The Port's failure to impose a delinquency charge shall not be a waiver of the Port's other rights and remedies for such delinquent payment, nor of the Port's right to later charge and collect a charge for such delinquency. Acceptance of any delinquency charge by the Port shall in no event prevent the Port from exercising any of the other rights and remedies granted under this Tariff or by law. Any and all services provided or performed pursuant to this Tariff shall give rise to a lien in favor of the Port against the vessel, Container, chassis, cargo, or any other tangible property whatsoever.

G. Collection Expenses

The Port may, in its sole discretion, also assess any and all additional collection expenses incurred, including attorney fees and costs necessary to effect collection on the responsible Facility User.

H. Furnishing Services to and Reliance on Credit of Vessel

Unless otherwise expressly agreed in writing by the Port, all services provided to any Facility User shall be deemed to have been provided to the associated vessel, and any credit extended to a Facility User shall be conclusively presumed to have been extended on the credit of the associated vessel.

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I. Remedies

The Port reserves all rights to pursue any and all remedies available under applicable law or in equity in the event of delinquencies or other noncompliance with this Tariff.

17. Insurance

A. Insurance Coverages

Every Facility User using one of the Port Marine Terminal Facilities must obtain and maintain insurance in the type applicable to cover bodily injury and property damage arising out of their activities at or upon the Marine Terminal Facilities. The following is the minimum insurance coverage that must be secured:

1. Workers' Compensation Insurance (including coverage for Longshoremen & Harbor Workers Act claims, if applicable). This coverage is required under federal and state statutes for all the party's employees performing its work. In addition, Employer's Liability and Maritime Employer's Liability (including Jones Act coverage for masters and members of crew), as applicable, in an amount not less than one million dollars (\$1,000,000) per occurrence.
2. Commercial General Liability and/or Comprehensive Marine General Liability, Stevedore's Liability, Protection and Indemnity, Charterer's Legal Liability, Sudden and Accidental Pollution Liability, and any other insurance required by state and federal law, as applicable, with separate limits of five million dollars (\$5,000,000) each coverage, per occurrence. Coverage must include liability assumed under contract; broad form property damage covering property in the insured's care, custody, and control; and coverage for claims for bodily injury, personal injury, death, or property damage occurring on, in, or about any vessels Facility User is having loaded or unloaded on Port premises and adjoining areas, including an endorsement deleting any exclusion for claims arising out of the ownership, maintenance, or use of watercraft by such Facility User.
3. Automobile Liability Insurance In the event that motor vehicles are used in connection with the Facility User's business or

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operations at the Marine Terminal Facilities, each Facility User must maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use of property, and occurring in any way related to the use, loading or unloading of any of the Facility User's motor vehicles (including owned, hired and non-owned motor vehicles) on and around the Marine Terminal Facilities. Coverage shall be in an amount not less than one million dollars (\$1,000,000.00) each accident.

B. Other Coverage Requirements

1. All liability insurance coverages maintained by each Facility User, with the exception of workers' compensation insurance, must name the Port and each of the Port Parties (defined in Part 1, Section 1, Paragraph 19) as additional insureds, as their respective interests may appear. Notwithstanding the enumeration of coverages and minimum limits required to be maintained under Part 1, Section 1, Paragraph 17.A, the Port and each of the Port Parties must be named as additional insureds with respect to each policy (excluding vessel protection and indemnity (P&I) coverage if Facility User demonstrates to the Port's satisfaction that such P&I coverage prohibits additional insureds) actually maintained by each Facility User, whether or not such coverage is required by this Tariff, and must also be named as additional insureds with respect to the full coverage limits available to each Facility User under such policies, even if greater than the minimum limits required by this Tariff.
2. Each Facility User waives any right of action that it and its insurance carrier(s) might have against the Port or any of the Port Parties for any loss, cost, damage, or expense (collectively "Loss") covered by any insurance policy or policies required to be maintained pursuant to this Tariff or otherwise maintained by such Facility User, including situations when such Facility User is a named or additional insured under an insurance policy maintained by a person with whom such Facility User is doing business. If any insurance policies maintained by a Facility User do not allow the insured to waive the insurer's rights of recovery prior to a Loss, such Facility User shall cause such

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policies to be endorsed to allow the waivers of subrogation required by this Part 1, Section I, Paragraph 17.

3. All insurance coverages required of each Facility User shall be primary, and shall not seek contribution from any insurance coverage or self-insurance carried by the Port.
4. Every Facility User must cause the Port to be named as a certificate holder and shall submit to the Port, upon request, certificate(s) of insurance as evidence of the required coverage. Failure of the Port to request the proof of insurance required by this Part 1, Section 1, Paragraph 17, or to notice discrepancies in the evidence submitted, shall not excuse a Facility User from the insurance requirements of this Tariff.

18. Conditions of Berth Reservation

Except for vessel berth reservations for the T6 Container Facility, which are handled by the T6 Container Facility Operator Harbor Industrial, all applications for vessel berth reservation must be made in the form specified by the Port, and require the timely filing of the financial responsibility information contained in the Application for Vessel Berth Reservation found at <https://www.portofportland.com/Marine/Tariff>, completed in accordance with, and otherwise governed by, the terms and conditions below:

- A. Except when and to the extent waived pursuant to Paragraph B below, terms of payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125 percent (125%) of the estimated applicable charges must be posted with the Port six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, the Port shall refund any excess, after satisfaction of all applicable port charges, to the person posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the Facility User responsible for such charges has been identified by the vessel agent to the satisfaction of the Port; and

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1. That Facility User responsible has established credit worthiness acceptable to the Port; or
 2. Adequate security, acceptable to the Port, in an amount equal to 125 percent (125%) of the applicable estimated Port charges, has been posted; or
 3. The agent requesting the Berth, or another Facility User, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges using the Port's Application for Vessel Berth Reservation, found at <https://www.portofportland.com/Marine/Tariff>, by filling in the request form and having an authorized person sign.
- C. The Facility User requesting reservation of a Berth shall, as a part of the Berth reservation process, provide to the extent of their knowledge, all information required in the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded or unloaded, and an estimate of amount of each category of Port charges, as enumerated, and the Facility User which will be responsible for payment of the Port charges. The submission of this request form, signed by the agent, shall constitute the agent's attestation as to the accuracy of the information in the form, based upon and to the extent of information made available to the agent at the time of submission; and the agent shall be personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the agent, subsequent to submission of the form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, the agent must immediately notify the Port and, if requested by the Port, promptly file an amended Application for Vessel Berth Reservation with the Port.
- E. All estimates of Port charges are subject to approval or adjustment by the Port.
- F. The Port shall, promptly after receipt of the Application for Vessel Berth Reservation, advise the agent as to (1) the Port's approval

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or adjusted estimate of Port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount of such cash or security. An estimate of Port charges is not a cap on charges and the Port shall assess actual Port charges per this Tariff.

- G. In addition to the terms for Berth reservation and establishment of financial responsibility as required by this Tariff, requests for Berth reservation and assignments of Berths shall otherwise be in accordance with all local rules and regulations established by the Port.
- H. It is understood and agreed that by using the Marine Terminal Facilities and other facilities, the Facility User shall be bound by and liable under all the terms and conditions in this Tariff and all supplements, additions and reissuances. It is further understood by the Facility User that they are liable for any damage they cause to Port property, whether it is through their negligence or other fault.

19. Indemnification; Reimbursement for Damage

Each Facility User must defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port, and each of the Port's commissioners, officers, employees, servants, agents, and a person or entity under an express written contract with the Port permitting it to be present on any one of the Marine Terminal Facilities, including any T6 Container Facility Operator ("Port Parties") from and against, and reimburse the Port and such Port Parties for, any and all actual or alleged claims, damages, expenses, costs, fees (including attorney, accountant, paralegal, expert, and escrow fees), fines, and penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port or such Port Parties and which, in whole or in part, directly or indirectly, arise out of, are related to, or are in any way connected with any of the following: (a) any act, omission, negligence, or intentional misconduct of the Facility User; (b) any use, occupation, management, or control of any portion of the Marine Terminal Facilities by the Facility User, whether or not due to the Facility User's own act or omission and whether or not occurring on the Marine Terminal Facilities; (c) any breach, violation, or nonperformance of the terms and conditions of this Tariff; (d) any damage caused by the Facility User on or to the Marine Terminal Facilities or other Port property; or (e) any violation of Environmental Law or Hazardous Substance Release at or in the vicinity of any of the Marine Terminal Facilities that are associated with or relate to, or are caused by, the

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Facility User, including the Facility User's vessels, vehicles, equipment, operations, or activities. This indemnification shall require the Facility User to reimburse the Port for any diminution in value of or lost revenue from the Marine Terminal Facilities, or other nearby Port property, including damages for loss of or restriction on use of the Marine Terminal Facilities, or any other Port property, including damages arising from any adverse impact on the leasing or sale of the Marine Terminal Facilities or any property in or near the Marine Terminal Facilities, whether owned by the Port or other people.

20. Application of Carrier Bills of Lading

It is expressly agreed between the Port and each Facility User that is an inland or ocean carrier using the Marine Terminal Facilities, including the T6 Container Facility, that as a condition and in consideration of using the Marine Terminal Facilities, the Port, as well as any Port Parties used or employed in connection with the performance of any of the inland or ocean carriers' obligations under their various bills of lading (B/Ls) shall be treated as and shall be express beneficiaries under those B/Ls through the inclusion of a Himalaya Clause in each inland or ocean carrier's B/Ls. As such, the Port and Port Parties shall have the benefit of all rights, defenses, exemptions from, or limitations on liability and immunities of whatsoever nature to which the inland or ocean carrier(s) are or may be entitled under the provision of any B/Ls or by law so that the Port and Port Parties shall not, under any circumstance, be under any liability in either contract or tort greater than that of the inland or ocean carrier(s) themselves. Each inland or ocean carrier must indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such inland or ocean carrier fails to incorporate in its B/Ls, or through contract or otherwise fails to apply to the cargo, such rights, defenses, exemptions, and immunities and as a result the Port or any Port Parties are unable to take advantage of any such rights, defenses, exemptions, and immunities that would otherwise be available to the Port or Port Parties.

21. Excess Cargo Value

Each Facility User that is an inland or ocean carrier must indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage, and claim (and all expenses connected therewith, including, without limitation, attorneys' fees and costs) arising

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out of cargo loss or damage occurring on the Marine Terminal Facility in excess of five hundred dollars (\$500) per package or customary freight unit lawful money of the United States, or in case of goods not shipped in packages per customary freight unit, if the shipper has declared a value in excess of five hundred dollars (\$500) per package or customary freight unit and paid to inland or ocean carrier a higher freight rate by reason of such excess value declaration.

22. Limits of Liability, Liability for Direct Damages Only; Waiver of Consequential Damages

- A. Except, to the extent permitted by law, as is provided by Part 1, Section I, Paragraph 17, Subparagraph B.2, no provision contained in this Tariff shall limit or relieve the Port from liability to the extent of the Port's own negligence or intentional misconduct, nor require any Facility User to indemnify or hold harmless the Port from liability to the extent such liability is judicially determined to be the result of the Port's own negligence or intentional misconduct, except, to the extent permitted by law, when a Facility User's resulting damages or injury are covered by any of the insurance coverages such Facility User is required to carry under Part 1, Section 1, Paragraph 17, the Facility User shall have no remedy against the Port.
- B. Except, to the extent permitted by law, as is provided by Part 1, Section I, Paragraph 17, Subparagraph B.2, no provision contained in this Tariff shall limit or relieve a Port Party from liability to the extent of that Port Party's own negligence or intentional misconduct nor require any Facility User to indemnify or hold harmless a Port Party from liability to the extent such liability is judicially determined to be the result of that Port Party's own negligence or intentional misconduct.
- C. Notwithstanding any other provision of this Tariff, the Port and Port Parties shall only be liable to a Facility User for direct damages and in no event shall the Port or any Port Parties be liable to a Facility User for any consequential, incidental, special or punitive damages of any kind whatsoever, it being the express intention of the Port and each Facility User that recovery of any such damages by Facility User is prohibited with respect to claims arising from or related to any agreement based on this Tariff.

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23. Governing Law and Venue

This Tariff and any services provided by the Port under the Tariff shall be exclusively governed by and construed in accordance with the laws of the State of Oregon and the General Maritime Law of the United States of America with respect to the existence of a maritime lien, regardless of which jurisdiction the Port institutes legal action in and without reference to any conflict of laws provision that would call for the application of the laws of any state or country other than Oregon or the United States. Any suit, action, or proceeding arising out of or related to this Tariff or any services provided under this Tariff shall only be brought in a court of competent jurisdiction located in Multnomah County, Oregon, USA, which court's jurisdiction shall be exclusive. Notwithstanding the foregoing, disputes over payment and collection may be resolved, at the Port's option, in the above-named courts or in the courts of any jurisdiction where either the Facility User's vessel or an asset of the Facility User may be found. To the extent any suit, action, or proceeding is initiated in such courts and arises out of or is related to this Tariff or the services provided under this Tariff, then to the fullest extent permitted by law, each Facility User shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non conveniens or its foreign equivalent, and further irrevocably agrees to appear and submit to the jurisdiction of such courts. The Port shall be entitled to assert its right of lien or attachment or other rights, whether in law, in equity, or otherwise, in any jurisdiction where a Facility User's vessel or assets are located.

24. Sovereign Immunity

To the extent any Facility User using one of the Marine Terminal Facilities has or in future may acquire any immunity from jurisdiction of any court or from any legal process, such Facility User waives such immunity and agrees not to assert, by way of motion, as a defense or otherwise, in any suit, action or proceeding, the defense or claim of sovereign immunity, any claim that it is not personally subject to the jurisdiction of the above named courts by reason of sovereign immunity or otherwise, that it is immune from any legal process (whether through service of notice, attachment or arrest prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Tariff may not be enforced in or by such courts. To the greatest extent permitted by applicable law, each Facility User waives immunity from attachment or arrest of its vessels and property.

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25. Responsibility for Demurrage and Delays Limited To The Extent Of The Port's Own Negligence

A. Demurrage

1. Railroad Cars: The Port assumes no liability for railroad car demurrage not caused by delays resulting from the Port's own negligence. Without proof of the Port's own negligence, railroad car demurrage caused by delays arising from strikes, slowdowns, or riots of any persons employed by the Port, or in the services of others, shall not be assumed by the Port.
2. Vessels: The Port shall assume no responsibility whatsoever for any vessel demurrage, except to the extent judicially determined to have been caused by the Port's own negligence or intentional misconduct.

B. No Waiver of Charges for Delays

Delays in loading, unloading, receiving, delivering, or handling of cargo arising from strikes, slowdowns, or riots by any persons employed by the Port, or in the services of others, or arising from any other cause (except to the extent required by FMC demurrage and detention rules) shall not entitle Facility Users to a waiver of any Marine Terminal Facilities charges or expenses.

26. Responsibility for Loss, Damage and Delay of Merchandise and Cargo

A. Port's Responsibility Limited to The Extent Of Its Own Negligence or Intentional Misconduct.

1. The Port shall not be responsible for any loss, damage, or delay of merchandise, cargo, or Containers which may arise from any cause beyond its direct authority and control, nor for any cause except for and to the extent it is judicially determined to have been caused by the Port's own negligence or intentional misconduct.
2. Further, the Port, except to the extent it is judicially determined to have been caused by the Port's own negligence or intentional

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misconduct, shall not be liable for any personal injury, damage, or loss, including damage to Containers, that results from: (a) animals, insects, rodents, or vermin; (b) decay, deterioration, evaporation, shrinkage, or loss of quantity, quality, or value from inherent vice of product; (c) interruptions in electrical power, fire, frost, leakage, or discharge from fire protective sprinklers, oxidation, or rusting; (d) civil disorder, insurrection, terrorism, or riot; (e) strike, labor policies or practices, compliance with collective bargaining agreements, slowdown or labor stoppage whether or not agents or the employees of the Port are involved; (f) delay caused by shortage of qualified labor; or (g) wind, flood, earthquake, governmental action, war, acts of God, pandemics or epidemics, or other causes of similar nature.

B. Port's Responsibility During Free Time Period Limited

1. Except as limited by specific provisions in this Tariff, liability for loss, damage or delay to merchandise during free time periods specified in this Tariff shall be limited as set forth in the inland or ocean carrier's receipt or B/L.

C. Responsibility as Warehouseperson

1. Except as limited by specific provisions, liability for loss, damage or delay to merchandise, cargo, or Containers while in the care, custody, or control of the Port at any time other than the free-time periods specified in this Tariff shall be that of a warehouseperson only.

D. Valuation of Merchandise for Claims Purpose

1. Any claims against the Port shall be based upon the actual cost of the merchandise plus freight and insurance, if paid. Claims for partial loss or damage of merchandise shall be prorated based upon the weight of the lost or damaged portion versus the entire shipment.

27. Claims

A. Loss or Damage Claims; Limitation Period

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1. Notice of claim against the Port for loss of or damage to merchandise, cargo, or Containers, including indemnity claims, must be filed with the Port, in writing, within one hundred and eighty (180) days of the occurrence of the alleged loss of or damage to the merchandise, cargo, or Containers. Commencement of an action must be within two (2) years of the occurrence of the alleged loss of or damage to cargo or merchandise. To the extent permitted by law, Facility Users agree to these limitations on the pursuit of claims irrespective of longer limitations periods under statutes, common law or maritime law.

B. Claims for Recovery of Overcharges; Limitation Period

1. Claims by Facility Users for recovery of Port overcharges must be filed in writing with the Port within twelve (12) months following the date of the invoice against which the overcharge is claimed.

28. U.S. Government Cargo - Quoting and Filing Rates and Charges

Rates and charges for Port Marine Terminal Facilities use by the United States Government or its cargo shall be provided by the Port upon request.

29. Electrical Current

A. Electrical Rates

1. The charge for electric service includes electric power at either Portland General Electric's or Pacific Power's current tariff rate, use of the power distribution system at the applicable terminal, which includes use of portable transformers as available or necessary, common area lighting as well as related administration, services, and equipment. These charges are in addition to the charges for other services and equipment listed elsewhere in this Tariff.
2. The Port will exercise reasonable care to provide adequate and continuous electric service, but does not guarantee adequate and continuous service. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service not occasioned by its tortious conduct or that of its agents or employees.

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3. Labor Services performed will be billed at Tariff labor rates.

30. Fresh Water

The Port shall furnish fresh water at Tariff rates. Rates include the use of couplings, and hoses. The Port shall bill labor for water hooked up or disconnected at rates calculated from the labor rates table.

31. Disposal of Vessel's Oily Waste and Garbage

Vessels requiring discharge of oily waste or garbage, as defined in Annex V of MARPOL 73/78, at the Port shall obtain the services of an oily waste or garbage hauler that meets all USCG and other government laws and regulations in effect at the time of the haul. The oily waste or garbage hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such oily waste or garbage hauler.

32. Materials and Supplies

Materials and supplies furnished by the Port shall be billed at cost, plus 25%.

33. Rates for Cleaning Dock Area

The service performed will be billed at the labor and equipment rates. In addition, disposal costs will be assessed to the stevedore firms when they do not clear the dock areas of dunnage, stevedore gear, equipment, or material upon completion of loading or unloading of a vessel.

34. Cruise Ship Passenger Traffic Fee

In addition to other Tariff provisions, the terms and conditions of this paragraph apply and charges are assessed to cruise ships.

When a cruise trip covers a continuous cruise on a vessel originating in and terminating in Portland, only one Passenger Traffic Fee applies, and will be the Passenger Traffic Fee calculated upon voyage origination or termination, whichever is greater.

For all cruise ship calls, a statement of passengers in transit, embarked and/or discharged at terminals will be furnished to the Port.

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SECTION II - DOCKAGE RULES

1. Applicability

This Section II shall apply to the Port's Marine Terminal Facilities, except that for the period this Marine Operating Schedule is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Section II shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

2. Dockage Definition; Reservation of Right to Set Location-Specific Supplemental Dockage Charges

Dockage means the charge assessed against the vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed (a "Dock"), at a Port property. The Port specifically reserves the right to set a supplemental Dockage charge for a specific Dock based on additional unique costs incurred by the Port associated with such Dock and associated berth maintenance dredging, including but not limited to the costs of complying with Environmental Law applicable to berth maintenance dredging.

3. Basis For Establishing the Vessel's Length

The Port shall assess Dockage charges based upon the vessel's length overall as published in Lloyd's Register of Ships, accessed through S&P Global Sea-web Ships. Length overall shall be construed to mean the linear distance, expressed in meters or feet, from the most forward point of the bow to the aftermost point on the stern of the vessel, measured parallel to the baseline of the vessel. If the length overall of the vessel does not appear in Lloyd's Register of Ships, accessed through S&P Global Sea-web Ships, the Port may obtain the length overall from the vessel's register, or by measuring the vessel.

4. Dockage Period

The Dockage period is calculated by the period of time upon which Dockage will be assessed and shall commence when the first line is made fast to a berth, wharf pier, seawall, slip, or other mooring facility ("Berth") at one of the Port Marine Terminal Facilities, or when a vessel is made fast to a vessel so berthed; or when a vessel comes within, or moors within, a slip; and shall continue until such vessel is completely free (last line free) from and has vacated such Berth. No deductions will be allowed for Saturdays, Sundays, Holidays, or because

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of weather or other conditions. Dockage periods are calculated in 24-hour increments beginning with the attachment of the first line to a Berth ("Dockage Day"). Idle time from different Dockage periods may not be accumulated to constitute Lay Status, except that the Port may approve idle time that occurs across consecutive Dockage Days and has one or more continuous 24 hour periods as Lay Status under Paragraph 7. The number of Dockage periods billed, when lay status is involved, will not exceed the total number of Dockage periods the vessel is on Berth. When Lay Status is involved, the calculation of total Dockage charges will be first based on the number of working periods and then lay periods, if any. For vessels charged Dockage the data necessary to charge Dockage (data sheet, statement of facts, or other) must be sent to the Port no later than 3 days after departure of the vessel. If this data is not received within the 3 days, a billing or rebilling fee will be assessed.

5. Charge On Vessel Shifting

When a vessel is shifted directly from one Berth to another Berth at property owned by the Port, the total time at such Berths will be considered together in computing the Dockage charge.

6. Ocean-Going Barges

Ocean-going barges are considered within the definition of vessels.

7. Dockage Charge – Vessel on Lay Status

To qualify for 50% of the regular Dockage rate, the vessel must be idle at its working Berth waiting to discharge and/or load cargo. For vessels at a working Berth which have operations interrupted for one or more consecutive 24-hour periods due to lack of cargo or labor availability, Lay Status may also be granted. The vessel must have attempted to and been willing to work these hours. Additionally, if a bar closure prevents a vessel from leaving at a scheduled sailing time, the Port may grant Lay Status, in its sole discretion. Lay Status requests at working Berths should be received by the Port prior to vessel departure.

To qualify for 25% of the regular Dockage rate the vessel must be idle at a non-working Berth. A vessel may be permitted to moor at idle Marine Terminal Facilities Berths when such Berths are available. Lay Status for non-working Berths must be submitted by agent to the Port Operations Director or their designee prior to vessel arrival on Berth. The Port shall assess a billing or rebilling if the

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request is not received prior to the vessel arrival on Berth. Upon approval, a copy of request will be forwarded to the Port's Billing Department who will apply lay rates. If no approval is granted by the Port, the Billing Department will apply Dockage at the full Dockage rates.

The Port has the discretion to grant Lay Status when Berths are available. Upon vessel's departure from Berth, the vessel agent must submit Vessel Activity Report, Supercargo Report, Statement of Facts, or other official documentation describing activity of loading and discharge pertinent to vessel stay, to the Port's Billing Department to aid in application of Lay Status. Upon approval by the Port's Operations Director or their designee, such vessels and unmanned barges shall be charged 50% or 25% of the applicable Dockage charge.

For vessels on Lay Status for 10 consecutive days and longer or vessels performing ship maintenance work upon written permission from the Port's Operations Director or their designee, prior to the idle period, the Port may grant a special Lay Status when Berths are available.

8. Definition of Lay Status; Port Discretion; Dockage Charge for Tugboats on Lay Status

The Port has the discretion to grant moorage Lay Status (defined as waiting for a Berth to discharge or load cargo, take on provisions, or make repairs at idle Marine Terminal Facilities Berths ("Lay Status")) when such Berths are available. The Port may grant Lay Status with a written request from a Facility User to the Port and issuance of written permission from the Port prior to the idle period. The Port has the discretion to grant Lay Status when Berths are available and at the discretion of the relevant Port manager of the Marine Terminal Facility. Tugboats that are granted Lay Status will be charged per 24-hour period or any fraction of the 24-hour period. The first 12-hour period will be free, and then lay status charges will begin.

9. Berth Assignments

Berth assignments will be issued at the sole discretion of the Port to the owners, operators, charterers, or agents, of vessels for use of a specific Berth by a specific vessel.

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10. Vessels Required to Obtain Berth Assignments

A vessel is prohibited from berthing at a Berth or any of the Marine Terminal Facilities without a prior Berth assignment being granted by the Port. Applications for Berth assignments must be made as far in advance of the arrival of vessel as possible, must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged, and must include fully completing the Application for Vessel Berth Reservation or the Layberth Space Request found at <https://www.portofportland.com/Marine/Tariff>. Layberth requests may also be submitted electronically via <https://www.portofportland.com/Layberth>.

11. Vessels Required to Vacate Berths

The Port reserves the right to order a vessel to shift its position at a Berth, to change Berths, or to vacate a Berth when:

- A. Not actually engaged in loading or discharging cargo.
- B. When occupying a Berth beyond the time limitation named in the assignment permit.
- C. When a vessel holding an agreement granting the preferential use at that Berth at that time presents itself at the Berth.

Any vessel refusing or failing to shift, change a Berth, or vacate a Berth at request of the Port may be shifted or moved by the Port by means of a tug or otherwise, with all expenses incurred and all risk of damage for the account of such vessel.

12. Rafts, Barges, Scows, or River Craft

Rafts, barges, scows, or river craft may not be moored to wharves, seawalls, slips or piers or tied up to any vessel berthed without express permission of the Port, which may be issued by e-mail.

13. Vessel Maintenance Work

Limited vessel maintenance work may be allowed at any of the Marine Terminal Facilities upon prior written permission from the Port. No spray painting or sandblasting of vessels is permitted. Dockage rates for vessel maintenance will be subject to negotiation and written agreement with the Port. A completed Application for Vessel Berth Reservation, proof of insurance, and proposed work plan must be submitted to the Port's

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Operations Director or their designee for consideration of the request, prior to granting of written permission. Any vessel undergoing maintenance must possess a valid Certificate of Financial Responsibility and it must be on file with USCG. Any entity performing vessel maintenance work must provide the Port with proof of insurance and proposed work plan prior to the commencement of work.

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SECTION III - BREAKBULK RULES

1. **Applicability**

This Section III shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Section III shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

2. **Direct Transfer Rates**

Direct transfer rates apply against cargo loaded or discharged by vessels directly to or from open top railroad cars or self-propelled vehicles.

3. **Overside Operation**

Overside rates apply against cargo that is loaded or discharged by vessels direct to or from water or barge.

4. **Wharfage Defined**

Wharfage is a charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge, or lighter) when berthed at wharf or when moored in a slip adjacent to a wharf and Wharfage is the charge for use of a wharf and does not include charges for any other service.

A. Wharfage Assessment

The Port shall assess Wharfage subject to the following provisions:

1. **Basis for Assessing Wharfage:** Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest. Rates are per Kiloton (K/T) unless otherwise stated in individual Tariff items. When the Wharfage rate unit of measure is expressed in either Cubic Meters (C/Ms) or K/Ts, the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is manifested on

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a unit basis, the Wharfage will be billed on weight or measurement, whichever creates the greater revenue.

2. Wharfage Assessed Against River Barge Traffic: Wharfage is not assessed against cargo on river barges originating at or destined to points on the Willamette, Columbia, Snake, or Clearwater river systems. This rule applies only if the Port has already assessed Wharfage on the affected cargo in its prior movement or if the Port will assess Wharfage on subsequent movement of the cargo through the Port. Movements include foreign, domestic offshore trade, inter-coastal, and coastwise.
3. Wharfage Assessed Against Direct Transfer Services-Open Railcars or Trucks: All cargo moved directly from open railcars or trucks to vessels, or vice versa, is subject to full Wharfage assessment.
4. Wharfage Assessed Against Overside Vessel Operations: Cargo discharged or loaded overside a vessel directly to or from another vessel, barge, raft, or the water, while the vessel is berthed or moored in a wharf slip, will be assessed Wharfage at one-half the normal Wharfage rates. This rule will not apply in cases when any other specific "overside" Tariff rate is applicable.
5. Exceptions: Ship's stores, repair materials, and supplies, when intended for a vessel's own use, will be exempt from assessment of Wharfage unless Port employees are required to receive and account for such supplies or stores on the wharf.
6. Dunnage, Lining Lumber, and Fuel: Dunnage for use in stowing cargo not loaded at Port wharves, lining lumber used in lining vessels for shipment of bulk commodities (as distinguished from dunnage lumber used in ordinary stowage), and fuel processed over the wharves are subject to Wharfage and other appropriate charges.
7. Minimum charge: The minimum Wharfage charge for any single B/L is \$10.00.

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5. Control of Tracks – Order and Release of Railcars

The control of tracks within the Marine Terminal Facilities is the responsibility of the stevedore under the direction of the Port's Marine Terminal Facility manager or the applicable terminal operator. As such:

- A. All railcar orders must be placed with the marine operating stevedore of the appropriate facility, or for the Terminal 6 Container Facility, the Terminal 6 Container Facility Operator.
- B. No railcars are to be set or placed at any of the Marine Terminal Facilities without the appropriate Port Marine Terminal Facility manager's or the applicable terminal operator's consent.
- C. Loaded railcars are not to be pulled from the Marine Terminal Facilities until specifically released by the appropriate Port Marine Terminal Facility manager or applicable terminal operator.

6. Services Conditional

The Port reserves the right to refuse to perform services in connection with processing of cargo owned by, consigned to, or received from, persons, firms, or corporations who are involved in strikes or labor disputes. Refusal by the Port to complete such services does not entitle owners, shippers, consignees, or inland or ocean carriers of such cargo to waiver of any charges or costs incurred. Also, the Port is not liable for any claim(s) for damages arising out of its refusal. Should these services be performed by the Port, its employees, or agents, and completion of the service is delayed or hindered by picketing, by a labor slowdown, or by similar circumstances, the Port shall nonetheless assess all charges and costs associated with the service according to the rates, regulations, and rules of this Tariff.

7. Between Open Railcars and Vessel

Loading or unloading of cargo either by ship's gear, shoreside, or water cranes directly between a vessel and open top railroad cars placed alongside the vessel will be considered a direct transfer operation. Unless otherwise specified, cargo handled in this manner will not be assessed loading or unloading charges by the Port. However, charges for cleaning, dunnaging, blocking or unblocking cars will be charged. The Port is not responsible for either the overloading or improper loading of cars or for the count or condition of cargo when it is handled by direct transfer.

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8. Truck Loading and Unloading

A. Definition and Conditions

Truck loading and unloading means the service of loading or unloading unitized cargo into highway trucks or trailers.

Drivers are responsible for the safe operation of their vehicle including proper loading while not exceeding documented height, weight, or length limitations. The Port accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal laws and regulations.

9. Labor and Equipment

When rates for labor and equipment are not otherwise specified in this Tariff, labor rates and equipment rates shall apply.

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SECTION IV - CONTAINER CARGO RULES

Applicability

This Section IV shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Section IV shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

1. General Definitions

A. Containers

Containers means any rigid or collapsible shipping container, with or without wheels, of such type, size, and construction as to meet all applicable requirements outlined in the inland or ocean carrier's tariff and the International Convention for Safe Containers.

B. Containerized Cargo

Containerized Cargo means any cargo which is shipped inside of a Container.

C. Container Yard (CY)

Container Yard (or "CY") means and refers to the location designated within the Marine Terminal Facilities where:

1. Containers in transit between vessel and inland carrier are held or assembled; and
2. Loaded or empty Containers are received from or delivered to inland carriers or vessels.

D. Gate Ins and Outs

A Gate In or Gate Out means receipt or delivery of containers at the Gate, as well as loading or unloading of containers or chassis to inland carrier's equipment that is specifically located within the CY and is not associated with a Throughput move. This service also includes container stacking, unstacking, loading or unloading of inland carrier's equipment that is not held in a specified yard location or is not being held for vessel dispatch.

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E. Hazardous Cargo

Hazardous Cargo means any cargo or commodity properly classified as hazardous under either the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) or the International Maritime Dangerous Goods Code (IMDG).

F. Rolled

Rolled means and refers to booking modifications affecting a Container that change from one vessel to another (or from one discharge port to another) that occur after the Container is received into the CY. The Rolled Container Fee will apply for all rolled Containers, whether or not the Container is moved. Charges are assessed against the booking carrier.

G. Throughput

Throughput means and describes the services defined below in Part 1, Section IV, Paragraph 2.

H. Transshipment

Transshipment or Transshipped means and refers to loaded Containers that are discharged from one vessel and loaded to another vessel under the same steamship line's control at the same Marine Terminal Facility.

I. Vessel Rehandling

Vessel Rehandling means handling that is separate from and in addition to vessel Throughput. It applies to Containers that do not transit the CY and are not billed as Throughput.

1. The single movement of a Container from a vessel slot or cell to another position in stowage on the same vessel and voyage is classified as vessel rehandling.
2. The movement of a Container from cell to dock or deck and then later to cell on the same vessel and voyage is a separate move different and distinct from a cell-to-cell operation.

J. Wharfage

Wharfage is defined in Part 1, Section III, Paragraph 3.

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K. Yard Rehandling

Yard Rehandling means any extra movement of Containers within the CY. Yard rehandles include any sorting, extra stacking or unstacking, extra movement to or from chassis, and extra movements to or from holding locations. The Tariff charges for rehandling will apply each time an extra movement is required to provide whatever services are requested by the customer.

2. **Throughput**

Throughput denotes the single movement of a Container between vessel stowage on a cellular vessel and inland carrier and incorporates the following:

- A. Rates cover receipt or delivery of inland carriers' Containers during Operating Days and Hours.
- B. Throughput includes the use of working areas, facilities, and utilities at the Marine Terminal Facility, and services in connection with receipt, delivery, checking, care, custody, and control required by vessel in the transfer of Containers and chassis.
- C. Opening and closing of vessel hatches (provided lift requirements are within capacity of container crane serving the vessel's Berth).
- D. Planning stowage of Containers on board vessel, that is subject to final approval and acceptance by the vessel's agent or master. After the vessel's acceptance of the stowage plan, the vessel shall be solely and exclusively responsible for stowage and vessel stability, and the Port shall have no liability or responsibility for stowage or vessel stability.
- E. Lashing and unlashings during stowage operations, using a maximum of six longshore workers per gang. A half-hour grace period will be granted after the vessel loading and discharge operation is completed to allow for completion of lashing before any billing for dead time will apply.
- F. Documentation
 - 1. For outbound cargo, documentation requirements include dangerous cargo list, reefer container list, final stowage plan, and any exceptions list.

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2. For inbound, an out-turn report if required.
3. Any additional documentation as the Port determines may be necessary for the Port to carry out its responsibilities.
- G. A single sequence of sorting and stacking empty and loaded Containers as may be specified by the vessel.
- H. External visual inspection of empty and loaded Containers and reporting promptly as to any visual damage or defect.
- I. Planning layout of Containers and chassis in CY.
- J. Providing guards and protective security. Note that if government agencies make changes to security requirements, changes to the procedures in this Tariff may be required.
- K. Expediting and tracing Containers located in the CY and special holding areas.
- L. Liaison for Container movement with U.S. Customs, other officials, agents, employees, representatives, and customs' broker for the vessel.
- M. Weighing outbound Containers received in full via truck to be loaded onto vessels, river barges, or rail at Port facilities, as may be required. Also includes providing vessel with a list of all Container weights.
- N. Ordering railway cars and liaison with railroad, inland carrier and trucking companies.
- O. All necessary maintenance, sanitary, janitorial, and cleanup services on the wharf and at the CY. Removal of ice and snow from wharf, roadways, and paved areas is provided at the discretion of the Port.
- P. Berthing and spotting of vessels (no lines handling or pilotage).
- Q. Ordinary electronic receipt and delivery of documentation.
- R. Any additional labor services required shall be performed on the basis of labor and equipment rates and materials, plus twenty-five percent (25%).

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- S. Throughput excludes any labor, services or facilities where charges are included in Wharfage, Dockage, storage, or other individual charges.
- T. Throughput excludes specialized rigging for containers which cannot be routinely accommodated by the container crane's lifting devices.
- U. Throughput rates do not apply to handling of Containers laden with Hazardous Cargos listed in Part 1, Section IV, Paragraph 4.B, for which additional charges apply and limited services are available.

3. Wharfage

A. Application of Rates

The Port shall charge the Wharfage rate in effect on the date the vessel arrives for cargo operations.

B. Wharfage Assessment

The Port shall assess Wharfage subject to the following provisions:

1. Wharfage shall be considered earned and will be assessed whether or not the cargo is eventually loaded to a vessel.
2. Wharfage rates will be based on the commodity description and classification as described in the vessel manifest.
3. Partial container loads will be assessed at the full container Wharfage rates.
4. Wharfage for container sizes not shown will be assessed at the next higher container size shown.
5. Cargo shall be considered Containerized Cargo for Wharfage purposes if at any time during its transport across the Marine Terminal Facilities the cargo is within a Container.

C. Overload Containers

Overloaded Containers that are removed from the Port for partial unloading and then returned to the Port shall be assessed a single Wharfage charge on that cargo shipped.

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D. River Barge Traffic

The Port shall not assess Wharfage on Containerized Cargo moving on river barges that both originates at and is destined to points on the Willamette, Columbia, Snake, or Clearwater River systems, providing that Wharfage is assessed by the Port on that cargo in its prior or subsequent foreign, domestic offshore, intercoastal, or coastwise movement through the Port.

E. Exceptions

Ship's stores, fuel handled overside to a vessel and repair materials and supplies, when intended for a vessel's own use, will be exempt from assessment of container Wharfage unless Port employees are required to receive for such supplies or stores on the wharf.

4. **Special Hazardous Cargo Handling Services**

- A. Except as otherwise provided in this Tariff, no Facility User shall be permitted to handle, transport, load, discharge, stow or retain any Hazardous Cargo identified below in Part 1, Section IV, Paragraph 4.B at any Marine Terminal Facilities. The Port will not accept for handling and no Facility User shall be permitted to handle, transport, load, discharge, stow or retain Explosives, Divisions 1.1, 1.2, or Blasting Agents, Division 1.5, at any Marine Terminal Facilities.
- B. The Port must be notified and provided MSDS information not less than seven (7) calendar days in advance for the handling of any of the below listed GHS cargo types. The following types of Hazardous Cargo are subject to additional fees when transiting Terminal 6:
1. Explosives, Divisions 1.3, 1.4.
 2. Poison gases, Division 2.3.
 3. Poison liquids with inhalation hazards, Division 6.1.
 4. Cryogenics, Divisions 2.1, 2.2.
 5. Pyrophoric, Division 4.2.
 6. Dangerous when wet, Division 4.3.
 7. Ammonium nitrate and ammonium nitrate mixtures, Division 5.1.
 8. Oxidizers, Division 5.1, and organic peroxides, Division 5.2.
 9. Etiological materials, Division 6.2.
 10. Flammable solids, Division 5.2.

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- C. Each Facility User responsible for a Container holding Hazardous Cargo must strictly comply with all federal, state, and local laws, regulations, ordinances, and rules, specifically including but not limited to IMDG Code provisions related to the proper handling of Hazardous Cargo and the Hazardous Materials Regulations (HMR) set forth in Title 49 C.F.R. and 49 U.S.C. 5101 et seq. Such Facility User must also tender notice, obtain approval, and coordinate the discharge of Hazardous Cargo with the Captain of the Port, as required by law.
- D. Absent prior written agreement signed by an authorized representative of the Port, the Port will not provide Throughput services for Containers laden with Hazardous Cargos described above in Part 1, Section IV, Paragraph 4.B and such Hazardous Cargos may not be discharged at T6. Nothing in this Part 1, Section IV, Paragraph 4 shall be deemed to limit or otherwise preclude the Port from exercising its rights to exclude or refuse to accept or handle cargo pursuant to Part 1, Section I, Paragraph 7 of this Tariff.

5. Documentation Requirements

- A. Facility Users shall be responsible for providing all shipping, customs, and any other documentation for Containerized Cargo reasonably required or requested by the Port in connection with services provided or uses made of the Marine Terminal Facilities. Unless otherwise specifically expressed in this Tariff, all costs associated with any such documentation shall be the responsibility of the Facility User. Required documentation may include:
 - 1. Dangerous cargo list, shipping manifest, and MSDS for any Hazardous Cargo;
 - 2. Lift plans, final stowage plans, and Container weight tickets;
 - 3. All Customs clearance documentation issued by CBP (defined in Part 3, Section I);
 - 4. Loading, deliver, and release instructions;
 - 5. Bills of lading; warehouse receipts, written release authorization or instructions, and similar documents; .

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6. Certificates or memoranda of insurance coverages;

7. Any additional documentation that the Port determines may be necessary or desirable in connection with the Port's performance of any of the services or to as the Port deems reasonably necessary to determine a Facility User's compliance with the provisions of this Tariff.

- B. The Port shall have no obligation to confirm the accuracy or validity of any documentation provided by a Facility User and shall be entitled to rely on such documentation. Each Facility User waives any claims against the Port arising out of or related to the Port's reliance on any documentation provided by a Facility User.

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SECTION V - LABOR RULES

1. Applicability

This Section V shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Section V shall be inapplicable to the Facility Users' use of the Terminal 6 Container Facility.

2. General Labor Rules Statements

A. Specific Labor and Equipment Rates

When services are performed by the Port or its agent for which no specific Tariff rates are applicable, the labor charges for such services shall be billed on an hourly basis using the labor rates in Part 2, Section V – Labor Rates. Equipment rates will be billed as stated in Part 2, Section VI – Equipment Rates.

B. Dead Time

Billable dead time occurs when the Port or its agent is required to furnish labor for a specific service and such service is completed before the expiration of the required paid time under labor's working agreements. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

C. Standby Time

Billable standby time occurs when the Port or its agent is required to order labor for a specific service at a stated time and, through no fault of the Port, the service cannot begin or the service in progress is delayed. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

D. Travel Time

When longshore labor is ordered from outside the Portland area at vessel's or shipper's request, extra costs such as travel and subsistence shall be for the account of the requesting party and charged in addition to applicable labor rates. In addition, the cost of travel time will be

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assessed on the basis of the actual out-of-pocket wages and PMA assessments.

E. OT Wage Differentials

Differentials are calculated by subtracting the first shift straight time wage rate from the wage rate in effect during the shift when the work was performed.

F. Commodity Penalty Rates

Commodity penalty rates are those rates established by prevailing labor agreements for the handling of certain types of commodities. These rates are in addition to the published labor rates in this Tariff.

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SECTION VI - EQUIPMENT RULES

1. Applicability

This Section VI shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Section VI shall be inapplicable to the Facility Users' use of the Terminal 6 Container Facility.

2. Equipment Rules

- A. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter and at the convenience of the Port. Equipment is for use exclusively on the Marine Terminal Facilities.
- B. Rates named do not include fuel, operator, or operational labor of any kind unless otherwise expressly noted.
- C. Equipment will be charged for the billable period beginning with requested starting time and ending at the time of release. Crane standby time will be billed. The equipment will be billed at a minimum of one (1) hour, and in fifteen (15) minute increments after the first hour. The period of time during an equipment failure, other than operator caused, shall not be assessed. The Port is liable for labor standby or dead time costs during downtime caused by equipment failure.
 1. Mechanical equipment cannot be brought into the Marine Terminal Facilities for use on the Marine Terminal Facilities except when prior permission is granted by the Port. The right is reserved to refuse permission when the Port has available similar equipment or when equipment does not meet the approval of the Port. The Port shall furnish rates for equipment for non-cargo (e.g., construction) purposes as well as rates for less frequently used equipment upon request.
- D. The Port shall assess Wharfage and other Tariff rates and charges as appropriate in addition to all equipment rental rates.
- E. The Port shall assess any applicable sales tax arising as the result of the rental of equipment in addition to all equipment rental rates.

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- F. Equipment may only be operated by authorized and trained personnel. Renters must follow all equipment manufacturer standards and requirements while equipment remains in their care, custody and control.

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SECTION VII - STORAGE RULES

1. Applicability

This Section VII shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Section VII shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

2. Free Time

A. Definition of Free Time

Free time means the specific period of time cargo may occupy assigned space on the Marine Terminal Facilities free of storage charges. Free time can occur immediately prior to loading or after the discharge of such cargo from the vessel.

B. Allowances

1. For breakbulk cargo (undercover), free time of ten (10) days, excluding Saturdays, Sundays and Holidays, will be allowed. The free time period will begin at 7 a.m. after receipt of cargo at the first place of rest or, if the cargo is discharged from the vessel, at 7 a.m. after the vessel completes discharge.
2. Cargo on open ground shall be allowed free time of thirty (30) calendar days.
3. Facility User must agree Gate access and availability with the Port in advance of shipment receipt.

C. Exceptions

1. Explosives, inflammable, and hazardous commodities shall be allowed the first business day free, then subject to Tariff rate.
2. Excludes Containers or Breakbulk handled at Terminal 6.

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3. Salvaged or offensive cargo, if in damaged or offensive condition of any nature, may, at the option of the Port, be refused any free time and shall be subject to immediate loading or removal.
4. Extended free time: For larger than normal cargo shipments and upon shipper's request, the Port's Marine Terminal Facility manager, or the applicable terminal operator, at their sole discretion, may grant time of up to sixty (60) days beyond the regular free time allowance.

3. Terminal Storage

A. Definition

Terminal Storage means the service of providing warehouse or other Marine Terminal Facilities for the storing of in-transit cargo interchanged with or between water carriers at the Port when arrangements are entered into prior to the arrival of the cargo at the Port.

B. Conditions Governing Acceptance of Cargo for Terminal Storage

Terminal Storage of cargo interchanged with or between water carriers at the Marine Terminal Facilities, will be permitted when space is available, providing arrangements are made prior to the arrival of the cargo. "Arrangements" are defined as a written request submitted to the Port by the prospective storer describing the cargo, type of storage required (covered, open, bonded), length of time storage will be necessary, and name and address of the person responsible for storage payment, and accepted by the Port no later than twenty-four (24) hours prior to cargo's arrival.

If rehandling, repiling, shifting, or yarding of cargo is required for storage, it will be billed at the Tariff labor rates and equipment rates. Invoices will be issued against the owner of the cargo at the time of move.

If drayage is required to make the cargo available for storage, the drayage expense will be in addition to any storage charges and will be invoiced to the owner of the cargo.

C. Responsibility for Terminal Storage Charges

Terminal Storage charges shall be assessed against the owner of record for cargo in Terminal Storage on the first day of the month for which the Terminal Storage charges accrue. It shall be the responsibility of the cargo owner to notify the Port in writing whenever a change of title takes place giving the

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complete name and address of the new owner and the date title change takes place.

D. Computing Monthly Terminal Storage Charges and Bonded Storage

Terminal Storage charges are payable in advance and will be computed on the following basis after the expiration of free time:

1. Cargo that becomes subject to Terminal Storage charges during the first fifteen (15) days of a month shall, for the balance of the month, be assessed a full month's storage. Cargo subject to storage charges on or after the sixteenth (16th) day of a month shall, for the balance of the month, be assessed a half month's storage. Thereafter, cargo remaining in Terminal Storage on the first day of each succeeding calendar month shall be assessed the applicable monthly storage rate.

E. Cargo Removal

The Port reserves the right to have any cargo stored on its Marine Terminal Facilities for a period of four (4) months or longer removed from its Marine Terminal Facilities. If the owner of record fails to remove their cargo within thirty (30) calendar days after notification requesting its removal, the Port may have the cargo removed from its Marine Terminal Facilities with all costs incident to its removal and any subsequent storage elsewhere borne by the owner of the cargo.

F. Port's Right to Require Covered Storage

The Port reserves the right to require the Facility User to cover, or to have moved into an interior storage location, a commodity that is being stored outside if, in the discretion of the Port, the material creates a threat of or a hazardous substance release in violation of the Environmental Laws with which Facility User must comply under Tariff Part 1, Section I, Paragraph 10.B. The Port shall notify the Facility User that covered storage is required at the earliest opportunity. Facility User must make arrangements for the commodity to be moved into covered storage within ten (10) days of notification by the Port. Upon placement in covered storage, Facility User will be charged the current rates of covered storage, found in Tariff Part 2, Section VII – Terminal Storage Rates. If sufficient covered storage space is not available, the Facility User must remove the cargo from Port property within ten (10) days of notification by the Port. Other expenses, such as cleanup of outside storage location, drayage to new inside storage location,

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and expenses relating to the removal of the commodity from the Marine Terminal Facilities is the responsibility of the Facility User.

G. Small Lot Fee

The Port shall assess a charge against inbound wood products and iron or steel for B/Ls below 20 metric tons.

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PART 2: RATES

SECTION I – GENERAL RATES

This Part 2 Section I shall apply to the Port's Marine Terminal Facilities and the Port security fee shall also be applicable to vessel Facility Users of the Terminal 6 Container Facility and payable directly to the Port. Otherwise, for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Part 2 Section I shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

Item Number	Commodity Description	Unit of Measure	Rate (\$)
138.000 Maritime Fire & Safety Association			
138.000	MFSA	Per arrival	270.00
1000.000 Fresh Water Service			
1000.002	Water Consumption	100 cubic feet or fraction thereof	8.83
1010.000 Electrical Service			
1010.003	Electrical current rates	Per Watt Hour	<i>These rates shall be those rates lawfully on file with the Oregon Public Utilities Commission.</i>
1010.004	Labor services	Labor hour	<i>Performed in connection with providing electrical current services. This service will be billed based on appropriate labor rates.</i>
1040.000 Security			
1040.010	Security identification card fee – Initial/Renewal	Per card issued	-
1040.011	Security identification card fee – 1 st Replacement	Per card issued	54.00
1040.012	Security identification card fee – 2 nd Replacement	Per card issued	81.00

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1040.013	Security identification card fee – 3 rd Replacement In addition to fee, beyond 3 replacements require meeting with Marine Security Manager and completion of security training.	Per card issued	107.00
1040.020	Port security fee	Per Dockage day Per vessel	1,656.00
1090.000 Passenger Traffic Service			
1090.050	Passengers embarking/disembarking to/from vessel or pier	Per passenger	21.00
1090.060	Cruise Ship Embarking and/or Disembarking Passenger Traffic Fee	Per passenger per call	21.00
1090.070	Cruise Ship In Transit Passenger Traffic Fee	Per passenger per call	21.00
1095.000 Fendering System or Piling Damage Repairs			
1095.061	Wooden pilings	Piling	4,700.00
1095.062	Chocks and whales	L/F	285.00
1095.063	Sleeved steel piling	Piling	Contact for quote
1200.000 Rail Storage and/or Track Rental			
1200.100	Storage track rental [Note: one-month minimum, billed in one-month increments]	L/F per month	1.28
1200.200	Unauthorized storage of railroad cars <i>Unless otherwise provided in a lease or other agreement, no person, tenant, or railroad shall allow its non-intermodal railroad cars to be serviced, stored, or remain on a Port Marine Terminal Facility. Without first obtaining the specific written permission from the Port, such person, tenant, or railroad shall be assessed a charge.</i>	Railroad car per day	29.00

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SECTION II - DOCKAGE RATES

This Part 2 Section II shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Part 2 Section II shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

Item Number	Commodity Description	Unit of Measure	Rate (\$)
2010.000 Billing/Rebilling Fee			
2010.010	Charged when the Port does not receive billing information in a timely manner. Usually for a delay in receiving a Statement of Facts or Late Request for lay status.	EA	300.00

Dockage Rate Tables - Facilities – Regular Berth and Lay Berth

Vessel Length Overall							
Item Number	In Meters		In Feet		Dockage Rates (\$) See Notes below		
	Over	But Not Over	Over	But Not Over	Regular ---.150	Lay ---.151 50% Working Berth	Lay ---.152 25% Non-Working Berth
2100.---	-	107	-	351	2,801.00	1,401.00	700.00
2105.---	107	114	351	374	3,476.00	1,738.00	869.00
2110.---	114	122	374	400	3,824.00	1,912.00	956.00
2115.---	122	130	400	426	4,234.00	2,117.00	1,059.00
2120.---	130	137	426	449	4,702.00	2,351.00	1,176.00
2125.---	137	145	449	475	5,068.00	2,534.00	1,267.00
2130.---	145	152	475	498	5,566.00	2,783.00	1,392.00
2135.---	152	160	498	524	6,318.00	3,159.00	1,580.00
2140.---	160	168	524	551	6,791.00	3,396.00	1,698.00

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2145.---	168	175	551	574	7,369.00	3,685.00	1,842.00
2150.---	175	183	574	600	8,187.00	4,094.00	2,047.00
2155.---	183	191	600	626	9,327.00	4,664.00	2,332.00
2160.---	191	198	626	649	10,845.00	5,423.00	2,711.00
2165.---	198	206	649	675	12,352.00	6,176.00	3,088.00
2170.---	206	213	675	698	13,927.00	6,964.00	3,482.00
2175.---	213	221	698	725	16,136.00	8,068.00	4,034.00
2180.---	221	229	725	751	18,465.00	9,233.00	4,616.00
2185.---	229	236	751	774	20,952.00	10,476.00	5,238.00
2190.---	236	244	774	800	23,518.00	11,759.00	5,880.00
2195.---	244	259	800	849	27,009.00	13,505.00	6,752.00
2200.---	259	274	849	898	30,734.00	15,367.00	7,684.00
2205.---	274	290	898	951	34,617.00	17,309.00	8,654.00
2210.---	290		951		See Note 2	See Note 2	See Note 2
2215---	Tugboats: Lay---.151 =\$516.00						

- Note 1:** The Port shall not assess an additional Dockage period when a vessel departs from the Port within sixty (60) minutes of a subsequent Dockage period after the first full period.
- Note 2:** Vessels exceeding 290 meters in length will be charged an additional \$2,756.00 for each fifteen (15) meters or portion thereof length in excess of 290 meters, or for each 49 feet or portion thereof of length in excess of 951 feet.
- Note 3:** Rate per twenty-four (24) hour period or fraction of twenty-four (24) hours.
- Note 4:** Long Term Dockage rates of period greater than 30 days shall be subject to quote, following written request to the Port.

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SECTION III - BREAKBULK RATES

This Part 2 Section III shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Part 2 Section III shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

Item Number	Commodity Description	Unit of Measure	Rate (\$)
3050.000 Liquid Bulks			
3050.251	Wharfage	S/T	Contact for quote
3050.252	Wharfage - overside	S/T	Contact for quote
3300.000 Cargo NOS			
3300.251	Wharfage	K/T or CM	Contact for quote
3300.252	Wharfage - overside	K/T or CM	Contact for quote
3400.000 Dry Bulks			
3400.100	Wharfage	per 1,000 MT	Contact for quote

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SECTION IV – CONTAINER CARGO RATES [RESERVED] AND RAIL CARRIER INTERMODAL YARD FACILITY FEE

Other than the Port's reservation of the right to institute a Rail Carrier Terminal 6 Intermodal Yard Fee, this Part 2 Section IV shall not apply to the Port's Marine Terminal Facilities.

Item Number	Commodity Description	Unit of Measure	Rate (\$)
4370.000	<i>Rail Carrier - Intermodal Yard Fee</i> <i>Fee charged to rail carrier per lift at T6 intermodal Yard</i>		
4370.824	Per Container	Container	Reserved

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SECTION V - LABOR RATES

This Part 2 Section V shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Part 2 Section V shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

OTHER LABOR SERVICES (Non-Stevedoring Operations)						
Tariff Sub-Item Number						
	<i>*Refer to Sub-Item No.</i>	.600	.605	.625	.630	.635
*Item Number	Labor Classification	1st Shift	2nd Shift	Over Time	3rd Shift	3rd Shift or Weekend Overtime
6500.000	Security Officers (Minimum 4-hour pay)	\$130.00	N/A	\$195.00	N/A	N/A
6530.000	Electrician	\$180.00	N/A	\$270.00	N/A	N/A
6540.000	Other (Includes plumbers, boilermakers, carpenters, laborers, operating engineers, painters and landscapers)	\$175.00	N/A	\$263.00	N/A	N/A
6550.000	Landscape Gardeners	\$154.00	N/A	N/A	N/A	N/A

Note 1: Labor will be billed in thirty (30) minute increments unless otherwise specified.

Note 2: 1st Shift - Covers work performed by:

-Maintenance crafts: between 7AM and 3:30PM, M-F, excluding Holidays

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Note 3: 2nd Shift - Covers work performed by:

- Maintenance crafts: not regularly assigned
- Security: in excess of 8 hours per day; 4-hour minimum required

Note 4: Overtime - Covers work performed by:

- Maintenance crafts: any time outside of 1st shift; 4-hour minimum required applicable to after-hours, weekend, and holiday call-outs
- Security: in excess of 8 hours per day; 4-hour minimum required

Note 5: 3rd Shift - Covers work performed by:

- Maintenance crafts: not regularly assigned

Note 6: Labor rates do not include equipment charges used by the crafts to perform work. Equipment charges will be applied as additional cost when utilized.

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SECTION VI - EQUIPMENT RATES

This Part 2 Section VI shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Part 2 Section VI shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

7600.000	Other Equipment		
7600.100	Street Sweeper/Vacuum	Hour	52.00
7600.105	Street Sweeper/Vacuum	Day	416.00
7600.110	40' Manlift	Hour	51.00
7600.115	40' Manlift	Day	408.00
7600.120	60' Manlift	Hour	60.00
7600.125	60' Manlift	Day	480.00
7600.130	135' Manlift	Hour	274.00
7600.135	135' Manlift	Day	2,192.00
7600.140	Backhoe	Hour	45.00
7600.145	Backhoe	Day	360.00
7600.150	Crane 22 Ton Grove	Hour	174.00
7600.155	Crane 22 Ton Grove	Day	1,392.00
7600.170	10 yard Dump Truck	Hour	101.00
7600.175	10 yard Dump Truck	Day	808.00
7600.190	5 yard Dump Truck	Hour	57.00
7600.195	5 yard Dump Truck	Day	456.00
7600.180	Asphalt Crack Fill Machine	Hour	67.00
7600.185	Asphalt Crack Fill Machine	Day	536.00
7600.200	Sealcoat Buggy	Hour	60.00
7600.205	Sealcoat Buggy	Day	480.00

Notes below are for 7600.000 – Other Equipment only

Note 1: Port equipment in this category is not for rent or use by outside parties.

Note 2: All equipment usage rates are for charges while Port of Portland marine maintenance personnel are operating. Special exceptions may apply.

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Note 3: Rates do not include Port Operator labor rates. Labor rates are in addition to equipment rental charge.

Note 4: Rates include fuel cost. Rates do not include any disposal costs. Disposal fee is cost plus twenty-five percent (25%) markup.

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SECTION VII – TERMINAL STORAGE RATES

This Part 2 Section VII shall apply to the Port's Marine Terminal Facilities, except that for the period this Tariff is in effect and the Terminal 6 Container Facility is operated by Terminal 6 Container Facility Operator Oregon Container Terminal Services, this Part 2 Section VII shall be inapplicable to Facility Users' use of the Terminal 6 Container Facility.

8200.000 Dry Bulks, Liquid Bulks, Cargo NOS
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All cargo storage rates will be billed on the basis of short tons/40 cubic feet or kilotons/cubic meters units of measure. Please contact for quote.
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PART 3 – MISCELLANEOUS

SECTION I - TERMS AND MEASUREMENTS

List of Abbreviation and Reference Marks Used in this Tariff

- %Percent
- B/LBill of Lading
- CBPCustoms and Border Protection
- C/MCubic Meter
- FMCFederal Maritime Commission
- K/TKiloton(s)
- M&R.....Maintenance and Repair
- MBFThousand Board Feet
- MTMetric Ton
- NOSNot Otherwise Specified
- OTOvertime
- S/TShort tons (2,000 pounds)

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Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this Tariff.

<u>US Equivalent</u>	<u>Metric Equivalent</u>
1.0 Pound	0.4536..... Kilogram
2.2046 Pounds	1.0 Kilogram
100.0 Pounds (U.S.-CWT)	45.359..... Kilograms
2,000.0 Pounds (Short Ton)	907.2 Kilograms
2,204.6 Pounds	1,000.0..... Kilograms (1 Metric Ton/Kiloton)
2,240.0 Pounds (Long Ton)	1,016.04 Kilograms
1.0 Inch	2.54 Centimeters
1.0 Foot	0.3048..... Meter
1.0 Yard	0.9144..... Meter
3.2808 Feet	1.0 Meter
1.0 Square Foot	0.0929..... Square Meter
10.76 Square Feet	1.0 Square Meter
1.0 Cubic Foot	0.0283..... Cubic Meter
35.3147..... Cubic Feet	1.0 Cubic Meter
40.0..... Cubic Feet	1.1327..... Cubic Meters
1.0..... Barrel (42 Gallons)	158.9873..... Liters
36.576 Cubic Feet (water)	1.0 Metric Ton (water)
36 Cubic Feet (water)	1.0 Long Ton (water)

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Metric Conversion Table

To Find	Given	Multiply	X
Kilograms	Pounds	Pounds.....	0.4536
Pounds	Kilograms	Kilograms.....	2.2046
Metric Tons	Short Tons	Short Tons	0.9072
Metric Tons	Long Tons	Long Tons	1.0160
Short Tons	Kiloton/Metric Tons	Metric Tons	1.1023
Long Tons	Metric Tons	Metric Tons	0.9842
Cubic Meters	Measurement Tons (40 CF)	Measurement Tons	1.1327
Measurement Tons (40 CF)...	Cubic Meters	Cubic Meters.....	0.8828
Square Feet	Square Meters	Square Meters	10.76
Square Meters	Square Feet	Square Feet.....	0.0929
Cubic Feet.....	Cubic Meters	Cubic Meters.....	35.3147
Cubic Meters	Cubic Feet	Cubic Feet.....	0.0283
Cubic Meters	MBF (Thousand Board Feet)	MBF	2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters.....	0.4238
Acres	Hectares	Hectares	2.47
Hectares	Acres	Acres	0.4046
Miles	Kilometers	Kilometers.....	0.62
Kilometers	Miles	Miles	1.609
Square Feet	Acres	Acres.....	43,560

Note: The equivalents and metric conversion tables page is for information only. Not on file with the FMC.

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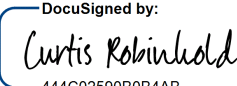


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Effective on July 1, 2026

THE PORT OF PORTLAND

By: DocuSigned by:

444C02590B0B4AB...

Print Name: Curtis Robinhold

As Its: Executive Director

Date: 5/29/2026

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT:

By: DocuSigned by:

3D53DAFC8FF946A...
Counsel for Port of Portland

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EXHIBIT A

