

Section 2 - General Rules and Regulations

CONSENT TO THE TARIFF	200
Use of the wharves, other facilities or property under the jurisdiction of Coastal Cargo Company, Inc. (then hereafter referred to as CCC) shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, characters and agents, or other users to pay all applicable charges and abide by all rules and regulations of CCC, and abide by the rules and regulations of this tariff.	

INTERPRETATION OF TARIFF	202
CCC shall be the sole judge as to the interpretation of this tariff.	

PROHIBITED ACTIVITIES	204
<p>The following activities are prohibited:</p> <p>A. Smoking on or in the wharves or other facilities under CCC jurisdiction and the approaches within 50 feet of the wharves or facilities, except in specially designated areas.</p> <p>B. Smoking on the open deck or in the hold of any vessel moored at a wharf in the Port of New Orleans under CCC's jurisdiction or tied to another vessel made fast thereto, as well as throwing any lighted object from a vessel.</p> <p>C. The obstruction of any firefighting appliance or apparatus on or in any wharf or roadway.</p> <p>D. The removal or breaking of the wire seals on fire hoses or fire water valves on or in the wharves, or the use of water from said hoses or valves, for purposes other than extinguishing a fire. The Grantee of Berth shall immediately report any broken seals to the Terminal Manager.</p> <p>E. Unauthorized storage of gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene in the wharf warehouse. Gasoline, distillate or liquid petroleum products will be permitted to be received on a wharf for a vessel at the dock, but shall not be permitted to remain on the dock overnight, nor be placed in close proximity to cotton, flour or other contact-sensitive freight. Packages in a leaky condition shall not be permitted to be placed upon the wharves for shipment; such packages received as inbound cargo shall be removed from the wharf at once.</p>	

F. Storage or overnight parking of automobiles or trucks in or on the wharves, except as otherwise provided herein. The housing of gasoline operated truck lifts and similar equipment may be permitted only after an inspection and receipt of written permission from the Terminal Manager.

G. Operating any vehicle on any wharf when, in the discretion of the Terminal Manager, the vehicle interferes with the efficient operation of the wharf.

H. Dumping of oil, oily wastes or grease or other refuse matter into the waters of the Port of Greater New Orleans. Engaging in this activity shall be in violation of National, State and Board laws and ordinances.

I. Blowing tubes with blowers or mechanical process or emitting dense smoke by any vessel within the corporate limits of the city of New Orleans. Engaging in this activity shall be a misdemeanor under the ordinances of the City of New Orleans and punishable by a fine from \$25.00 to \$100.00 and/or 90 days imprisonment.

J. Obstructing any facility by any stevedore grantee use of facility by stevedore's tools, vehicles, shore cranes, floating equipment, other equipment, material, debris or any other objects which are not part of cargo is strictly prohibited. Should violation of this regulation result in impediment, delay, standby, or loss or production of any vessel and/or terminal activity, violators will be held fully liable for all cost and legal fees associated, plus a 15% penalty of all associated costs for administrative processing.

K. Failing to maintain 10 feet clearance from the nearest rail of any railroad, the obstruction of the free passage of any rail car, and endangering the safety of rail cars or operating personnel. Engaging in this activity shall be in violation of the ordinances of the City of New Orleans.

L. Vessel operations that exceed loading and strains posted on or in the wharf, or otherwise designated by CCC.

M. Oxyacetylene, electric or any other welding or burning or other "hot work" involving use of any open flames or heat on any wharf or inside any shed or covered facility operated or administered by CCC unless a current permit issued by the Harbor Police Department is obtained and posted at the site where cutting, welding, fumigating, shrink-wrapping of any materials with a system involving an open flame or any other "hot work" is to be performed. The requirements listed in the document entitled "Basic Precautions for Using the Welding/Cutting Permit System", also issued by the Harbor Police Department, shall be complied with. The provisions of 49 CFR 176.54 and 33 CFR 126.15 are applicable to vessels and facilities respectively where dangerous cargo is involved.

Note: Any person engaging in activities listed above may be in violation of the Port Authority, City, State or National ordinances, which are punishable by a fine not more than \$500.00 and/or six months

imprisonment, in the discretion of the Court.

FIRE SIGNAL

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Where fire occurs on board any vessel moored, docked or affixed in any fashion to facilities under the jurisdiction of CCC, the vessel shall sound five prolonged blasts of the whistle or siren, each blast to be four to six seconds duration. Such signal may be repeated at intervals to attract attention and shall be used in addition to other means of reporting a fire.

CLEANING OF WHARF

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It is the responsibility of the vessel and Grantee of Berth or in instances of outside operators functioning as set forth in this tariff to clean, promptly, the wharf upon completion of loading/unloading operations. All certified dunnage, trash or debris must be removed and the wharf must be placed in a sanitary condition. Failure to maintain such state of cleanliness and sanitary condition shall entitle CCC, in its discretion, on one-hours' notice, to either contract with private contractors to clean such area or clean the area with CCC employees and the Grantee or vessel responsible for cleaning shall be obligated to pay to CCC the contract or actual cost plus a minimum of \$1500 per vessel call as a penalty. Any repeated failure of the Grantee to promptly clean the assigned area, after notice by the Terminal Manager as aforesaid, shall be cause for immediate cancellation of use of Berth.

MINIMUM INSURANCE REQUIREMENTS

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Grantees of Berth or in instances of outside operators functioning as set forth in this tariff shall be responsible for furnishing to CCC evidence of insurance coverage, including but not limited to Worker's Compensation, Comprehensive General Liability, Stevedore and Terminal Operator's Liability and such other insurance, in such form and with such minimum limits as CCC may require. Failure to obtain and retain or submit evidence of the insurance coverage required by CCC shall constitute cause for denying the use of CCC facilities or immediate Cancellation of use of facilities.

DAMAGE TO CCC PROPERTY

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A. In the event any damage is caused to CCC and/or Board properties, the vessel or parties causing such damage, and the vessel or parties to whom such property has been assigned, or who are using or occupying

same under any provision of the CCC tariff, including instances of outside operators functioning as set forth in this tariff, shall give a full report to CCC, including the date and time the damage occurred, a description thereof, the names, addresses and business connections of such vessels or parties causing such damage and the witnesses to the occurrence, and all other available pertinent facts and information.

B. Each vessel, her owners, characters and agents, to whom any CCC and/or Board property has been assigned, or who are using or occupying same under any provision of this tariff, shall be held responsible and shall be liable, severally, jointly and in solido, for any and all damage occurring to such property and the expense of the repair or replacement of such property; except as provided in subparagraph C.

C. Any such vessel described in subparagraph B. above may be released from such liability aforesaid upon furnishing to CCC sufficient facts, evidence and other proof legally establishing the identity of the party or parties causing, or contributing to the cause of, any damage to such CCC and/or Board property; provided that the vessel described in subparagraph B. has not contributed to the cause of any such damage. Where the damage to CCC and/or Board property is directly caused by any other watercraft, the vessel described in subparagraph B. may be released from said liability by establishing sufficient facts to show that the damage was not caused by any watercraft operating on or in connection with the business of the said vessel.

D. Where sufficient facts are furnished under subparagraph C., or the damaged CCC and/or Board property has not been assigned to a vessel, or is not used or occupied by a vessel under any provision of this tariff, the vessels and all parties responsible for damage to or destruction of CCC and/or Board property shall be held liable for the expense of the replacement or repair of the property.

CCC HELD HARMLESS

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Each vessel, her owners, characters and agents, or any outside stevedore to whom CCC and/or Board property has been assigned or allowed use of, or who are using or occupying same under any provision of this tariff, shall be responsible for and shall be liable for, severally, jointly and in solido, or in instances of outside operators functioning as set forth in this tariff shall be responsible for and take over and administer, any and all claims in any manner arising out of or connected with the performance of loading/unloading services by such User of the Berth, or in instances of outside operators functioning as set forth in this tariff, including, but not limited to, any and all claims for bodily injury, death, or property (including cargo) damage, loss or shortage and/or for detention, demurrage or delay and shall defend, indemnify and hold harmless CCC from and against any and such claims, provided, however, that this provision will not relieve CCC from any liability which may arise out of its negligence.

RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO	218
<p>Shippers or receivers of cargo, the vessel, her owners, charterers, and agents, or in instances of outside operators functioning as set forth in this tariff, must protect such cargo from loss or damage from any cause, including but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage, decay, seepage, heat, cold, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, defects or leaks in or around buildings or other structures, war, riots, strikes, civil commotion, acts of third persons, or other causes whatsoever, provided however that this provision will not relieve CCC from any liability which may arise out of its own negligence.</p>	

SUBSTANCE ABUSE POLICY	220
<p>CCC recognizes the severity and gravity of the national substance abuse crisis. While widespread substance abuse is a threat to the general health and morals of the public, in the workplace it frustrates the achievement of safety, performance and productivity goals. In an effort to assist In controlling the scope and effect of substance abuse in the port, CCC has adopted a substance abuse policy to maintain safety, productivity and quality standards among its employees. CCC recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Substance Abuse Policy to that end.</p> <p>It is similarly the goal of CCC to provide a safe workplace for all those employed on property under the jurisdiction of CCC. No person by whoever employed may work on properties under the jurisdiction of CCC while under the influence of alcohol or illegal drugs. Each employer of individuals in the instances of outside operators functioning as set forth in this tariff shall have in place a substance abuse policy which subjects employees to post accident drug testing and drug testing on reasonable suspicion of intoxication and which provides for appropriate subsequent action. All employee drug tests shall be conducted in compliance with applicable federal and state laws.</p>	

RESPONSIBILITY FOR RAILROAD CLEARANCE	222
<p>Each vessel, her owners, charterers, agents, or in instances of outside operators functioning as set forth in this tariff, or outside stevedores allowed use of any facilities under the jurisdiction of CCC, or who is using or occupying the same under any provision of this tariff, shall be</p>	

responsible severally, jointly and in solidi for the maintenance of clearances of 10 feet from the center line of any railroad tracks, in order to comply with railroad clearance requirements for switching.

**MOVING VESSELS TO PROTECT OR TO FACILITATE
NAVIGATION/COMMERCE**

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Refer to Port of New Orleans Dock Department Tariff for provisions.

TOWING AND SHIFTING OF VESSELS

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Refer to Port of New Orleans Dock Department Tariff for provisions.

WAIVER OF SUBROGATION UNDER FIRE POLICIES

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CCC waives and relinquishes any and all claims, demands, actions and rights of action, which it may hereafter have or acquire against any person for or on account of any loss or damage to CCC and/or Board property covered by a berth assignment, or by berth privilege, resulting from fire or explosion, to the extent only that the same is covered by policies of insurance carried by CCC and to the extent only that this waiver does not vitiate such insurance under the terms thereof. The word "person" includes the grantee of a berth assignment, the holder of a berth privilege, their agents, employees and principals, the vessel or craft using the wharves or other facilities in connection with the business of such grantee or holder, her owners, charterers, operators and agents, as well as the contracting stevedores and other subcontractors of any of the foregoing, and all others entering upon or using such wharves or other facilities in connection with the business of any of the foregoing, and the underwriters of each of the foregoing. Nothing herein shall affect loss by or injury to anyone than CCC.

AUDIT OF MANIFESTS AND OTHER DOCUMENTS

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The vessel, her owners, charterers and agents, Grantees of Berth Privilege, or in instances of outside operators functioning as set forth in this tariff, shall permit CCC access to all cargo documents including but not limited to, cargo manifests, delivery tickets, dray receipts, hatch lists or invoices for services and furnish to CCC such other documentation, reports or information as it may require, for purpose of audit so as to secure necessary data to permit correct billing for charges incurred under this tariff. Failure to provide such information upon request will constitute cause for denial of use

of CCC facilities.

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MEASUREMENT OF A VESSEL

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Refer to Port of New Orleans Dock Department Tariff for provisions.

COMPUTATION OF TIME

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Refer to Port of New Orleans Dock Department Tariff for provisions.

REGULATION OF MOTOR VEHICLE TRAFFIC

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The Terminal Manager has authority to regulate motor vehicle traffic on CCC facilities. The Traffic Management of CCC provides specific regulations for the operation of motor vehicle on CCC facilities.

HANDLING CLASS "1" EXPLOSIVES

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Persons desiring to handle, load, transport or discharge commercial Class "1" or military explosives shall file a written application with the Director of Operations in accordance with the rules and regulations of the Port, which the application shall be accompanied by all permits or approvals required by applicable local, state or federal laws, regulations or ordinances.