

Section 7 - Terminal & Equipment Charges

TERMINAL CHARGE FOR CONTAINERS	700
<p>Encompasses receiving a container from flatbed or chassis vessel and mounting same once on chassis for dispatch and delivery when so directed.</p> <p>Covers receiving a container from inland carrier and grounding same container to be mounted once on flatbed or chassis for feeding to vessel on terminal operator EIR form, supplied by Terminal Operator.</p> <p>Terminal charges are based on straight time only. Containers received in overtime will be charged rates in accordance with union contract agreements.</p>	

DOCUMENTATION	702
<p>The Terminal Operator will perform the necessary clerical work to effect physical exchange of the container between the motor carrier or its agent or water carrier and the Terminal Operator.</p> <p>Note: The expression "necessary clerical work" includes notation by the Terminal Operator on CCC equipment interchange receipt as to apparent damage(s) (not including normal wear and tear) of deficiency(ies) found by outward visual inspection of the container. Included is visual inspection of the chassis running gear and lights but not the contents of the container. Not included is any repair to the container or its equipment. Clerical work includes notations in connection with weighing of the container.</p>	

RESPONSIBILITY FOR DELAYS	704
<p>No responsibility will be assumed by the Terminal Operator for delays, demurrage or any related charges, for railroad cars, highway trucks or detention on vessels, as well as interruption of service due to heavy rain, flooding, electrical failure and other causes beyond its control and not the fault of the Terminal Operator.</p>	

CONTAINERS LOADED IN EXCESS OF RATED CAPACITY	706
<p>The rates, rules and regulations published in this tariff are not</p>	

applicable to containers loaded in excess of their rated capacity. Neither the terminal nor the crane owner will permit its mechanical equipment (designed for movement or carriage of containers) or the container crane to be used in any way to lift, move or transport a container loaded in excess of its rated capacity, should the terminal equipment or the crane be used to lift, move or transport a container which is loaded in excess of its rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damage including damages for death and personal injury, and including court costs and attorney's fee, incident to or resulting from such unauthorized use.

LOSS OR DAMAGE	708
<p>Watchman - terminal provides routing watching services. The intent of this is to supply personnel to do ordinary watching functions to serve as an alert in the hope of preventing theft and/or fire, but it is not intended to be construed as insurance in the case of either fire or theft. The watching service provided is a private service and, like public "police" service, undertaken to prevent theft to the best of its ability, but does not guarantee it nor insure against loss by fire, theft or pilferage.</p> <p>The Terminal Operator will not accept responsibility for concealed damage or loss not for the condition of contents or damage containers when received in damaged condition from vessel or inland carrier. The Terminal Operator will not accept responsibility for contents of containers which do not have intact listed seals.</p>	

LIMITATION OF LIABILITY FOR LOSS OR DAMAGE	710
<p>CCC shall not be liable for any damage unless caused by its negligence or the negligence of its servants. In all events its liability will be limited to the lesser of the actual damages caused or \$500.00 per package or customary freight unit.</p>	

RECEIVING OF CONTAINERS HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT	712
<p>Containers having damage or variances which may impede normal movement with the terminal's mechanical equipment will not be received in the marshaling yard unless prior arrangements have been made with the Terminal Operator.</p>	

RECEIVING OF CONTAINERS HAVING	714
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DIMENSIONAL LENGTHS OTHER	
Prior arrangements must be made with Terminal Operators and crane owner by the authorized agents of the vessel and inland carrier before containers having dimensional lengths other than 20' or 40' will be handled.	

SEALING OF CONTAINERS	
	716
Any sealing of containers requested by the line or their agents will be charged at \$50.00 per container.	

LOADING/UNLOADING CONTAINERS/CHASSIS RAILROAD CARS	
	718
\$45.00 per container to mount or dismount, plus \$35.00 TIR/EIR (Trailer or Equipment Interchange Receipt) charge per unit.	

CHARGE FOR HANDLING CONTAINERS IN MARSHALLING YARD	
	720
The Terminal will handle containers, empty or loaded in the marshaling yard at the following charges, for users of the terminal, \$75.00 per container.	

CHARGE FOR RECEIVING OR DELIVERING CHASSIS	
	722
The Terminal will receive or deliver chassis in the open storage or parking area. Storage charges will be applicable for each 24 hour period the unit is on the Terminal at \$7.50 per chassis.	

CHARGE FOR INSPECTION AND INTERCHANGE OF EACH CONTAINER	
	724
\$35.00 each E.I.R. during straight time hours. This item includes providing the line daily copies of the E.I.R. and computer status reports of containers and chassis on the terminal. For inspection and	

interchange requested by the line on overtime, will be billed at labor cost plus twenty (20%) percent of the straight time rate, plus the E.I.R. charge.

<p align="center">STORAGE CHARGES IN MARSHALLING YARD/OPEN STORAGE/PARKING AREA FOR CHASSIS/TRAILER</p>	<p align="center">726</p>
<p>Chassis remaining in marshaling yard open storage or parking area in excess of allocated space \$3.00 per chassis per day.</p>	

<p align="center">CHARGE FOR ATTACHING PLACARDS AND STENCILING</p>	<p align="center">728</p>
<p>A charge of \$5.50 per placard will be assessed for attaching placards or stencils to containers or chassis which do not have the steamship lines identifying marks. This includes "hold stickers, hazardous cargo stickers", and all other attachments.</p>	

<p align="center">GOVERNMENT REGULATORY INSPECTIONS</p>	<p align="center">730</p>
<p>Charges for inspections performed by government regulatory agencies, such as U.S. Food and Drugs, Customs Agricultural Department, National Cargo Bureau, etc., will be billed to party requesting service at rate in effect at time of inspection, to assist clerks and coopers. The line or their agents will be charged at \$25.00 per container on the terminal should movement to the warehouse and back to the yard, there will be a charge of \$50.00.</p>	

<p align="center">OPENING OF CONTAINERS FOR INSPECTION</p>	<p align="center">734</p>
<p>When requested, the Terminal Operator will open the container for \$50.00 per container.</p>	

<p align="center">CONTAINERS/CHASSIS INTERCHANGED BETWEEN CARRIERS/OTHER PARTIES</p>	<p align="center">736</p>
<p>A charge of \$50.00 will be paid by the party receiving the equipment. The Terminal Operator will remove old I.D. placards and attach new</p>	

I.D. placards and will make one re-handle to move the equipment from one stack to another for this charge. Any additional re-handles will also be paid by the receiving party. This charge does not include an interchange/inspection of the equipment.

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CARGO TURNOVER	740
Charges for the turnover of cargoes previously received by Terminal Operator, to other entities authorized by original receiver of cargo is \$8.50 per ton, subject to a minimum charge of \$150.00 per booking.	

CHARGE FOR WEIGHING CONTAINERS AND TRUCKS FOR GENERAL CARGO	744
A charge of \$15.00 per truck or container will be assessed upon steamship lines request.	