



**TERMINAL TARIFF NO. 700  
(CANCELS TERMINAL TARIFF NO. 7)**

**Naming**

**Rates, Charges, Rules & Regulations**

**For Terminal Services Performed**

**at**

**Port of Bellingham  
1801 Roeder Avenue  
Bellingham, Washington 98225**

**Phone: (360) 676-2500**

**Fax: (360) 671-6411**

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**PORT OF BELLINGHAM**  
*Washington State, USA*

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**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION #**

**APPLICATION OF TARIFF**

**ITEM.  
NO.**

**ITEM 100**  
**FMC Subrule: 34.1**

**100**

**(a) NOTICE TO PUBLIC:**

This tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.

**(b) TARIFF EFFECTIVE:**

The rates, charges, rules and regulations named in this tariff, revisions or supplements thereto, will apply on all freight received at terminals on and after effective date of this tariff, or effective dates of additions, revisions or supplements thereto, provided however, that when terminal tariff rates in effect on date of shipping, such rates will prevail even though the shipment is received at destination after effective date of the new tariff, revisions or supplements. Unless otherwise specified, all transit freight received at terminals and undelivered prior to effective dates of tariff, revisions or supplements thereto, will be charged the rates in effect on the date such freight was received, until entire lot or shipment has been withdrawn.

**(c) USE OF TERMINALS, DEEMED ACCEPTANCE:**

Use of wharves or facilities will be deemed as acceptance of this tariff, revisions or supplements, and the terms and conditions named herein.

**(d) RESERVATION OF AGREEMENT RIGHTS:**

The Port of Bellingham reserves the right to enter into agreements with common carriers, shippers, and/or their agents, concerning rates and services, provided such agreements are consistent with existing local, state and national laws governing the civil and business relations of all parties concerned.

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**

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SECTION 1 - GENERAL RULES AND REGULATIONS

CORRECTION #

STEVEDORE ACCESS TO, AND OPERATIONS ON, PROPERTY OF THE PORT

ITEM  
101

ITEM 101  
FMC SUBRULE: 34.1

**1. CARE IN THE PERFORMANCE OF OPERATIONS:**

The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the Stevedore, of the vessel being stevedored or of any other party.

**2. COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS:**

The Stevedore shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations.

**3. STEVEDORE AND PORT INDEPENDENT CONTRACTORS:**

In any service relationship the Port and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purposes.

**4. STEVEDORE SHALL INSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK:**

In order to insure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the port, the Stevedore shall:

- (a) Make use of the appropriate facilities and equipment furnished by the Port.
- (b) Have at least one qualified supervisor present at all times while a vessel is

loading or unloading.

(c) Have at least one responsible officer or representative, with full power to make all operating decisions concerning the stevedoring of vessels at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.

(d) Cooperate fully with the Port in all respects by (i) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operation; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.

(e) Promptly restore terminal working areas to a clean, safe and orderly condition on completion of stevedoring operations.

**Cont'd**

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**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION #**

**STEVEDORE ACCESS TO, AND OPERATIONS ON, PROPERTY OF THE PORT - Cont'd**

**ITEM  
101**

**ITEM 101  
FMC SUBRULE: 34.1**

**5. PORT SHALL SUPPLY EQUIPMENT, FACILITIES AND SERVICE:**

(a) The Port shall furnish, subject to conditions and charges stipulated elsewhere in this tariff, the following:

(i) Access, for Stevedore employees, to Port property at places and in the manner as may be approved by Port.

(ii) Emergency office and telephone usage.

(iii) Port equipment to the extent it is available, required, and dedicated to Stevedore use.

(b) All Port equipment utilized by the Stevedore in performing its work is expressly understood to be under the direction and control of the Stevedore and the Stevedore is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the Stevedore to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation of warranty by the Port with respect to such matter. (Subject to Subrule 34.1, Item 102 herein.)

(c) All such equipment will be properly used by the Stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Stevedore shall pay for the damage to such equipment.

(d) Upon determination of the period of use, all such equipment shall be returned to the Port in the same condition as when received, normal wear and tear excepted.

(e) It shall be incumbent on the Stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy himself that these are safe places for the access and the work to be

performed. There is no representation of warranty by the Port with respect such matters.

**6. STEVEDORE WARRANTY:**

As a condition to the right to conduct business or operate on Port property the Stevedore shall warrant that all its Stevedoring operations shall be conducted at all time with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be and offer of such warranty by the Stevedore and its acceptance by the Port.

**Cont'd**

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**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION #**

**STEVEDORE ACCESS TO, AND OPERATIONS ON, PROPERTY OF THE PORT - Cont'd**

**ITEM  
101**

**ITEM 101  
FMC SUBRULE: 34.1**

If any breach of these warranties causes or subjects the port to any losses, suits, claims, damages or liabilities, the Stevedore shall defend, indemnify and save harmless and reimburse the Port for all such losses, claims, damages or liabilities to the extent of the Stevedore's liability therefor. (Subject to Subrule 34.1, Item 102 herein.)

**7. INDEMNITY:**

The stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorneys' fees) for injury to or death of any of the Stevedore's employees, agents or invitee, or for damage to or destruction of Stevedore's property. The Stevedore shall also indemnify and hold harmless the Port, its employees, agents and invitee from and against any claim damages, losses and expenses (including attorneys' fees) for injury to or death of any other persons (including employees of the Port, and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any negligent act or omission or breach of these rules by the Stevedore, its employees, agents or any one else for whose acts the Stevedore is or may be liable. (Subject to Subrule 34.1, Item 102 herein.)

The indemnification, hold harmless, and non-liability provisions of (7) do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees or agents.

The Stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of the tariff.

**8. INSURANCE:**

(a) The Stevedore shall obtain, and shall maintain, the following insurance coverage:

(i) Workmen's Compensation Insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable Federal and State statutes and municipal ordinances for all the Stevedore's employees performing its work, and Employers' Liability Insurance (including) liability under the Jones Act) in the amount of not less than \$1,000,000.

(ii) Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability and property in the insured's care, custody and control against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the Stevedore, or the premises of the Port, and the adjoining areas.

**Cont'd**

**ISSUED: DECEMBER 01, 1993**

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**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION #**

**STEVEDORE ACCESS TO, AND OPERATIONS ON, PROPERTY OF THE PORT - Cont'd**

**ITEM**

**ITEM 101**

**101**

**FMC SUBRULE: 34.1**

With limits as to bodily injury or death and property damage of not less than \$5,000,000 for each occurrence. (Subject to Subrule 34.1, Item 102 herein.

(b) The Stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days' prior written notice of any alteration or cancellation.

**ITEM 102**

**FMC SUBRULE: 34.1**

**LIMITS OF LIABILITY**

**102**

No provision contained in this tariff shall limit or relieve the Port of Bellingham from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the Port of Bellingham from liability for its own negligence.

**ITEM 103**

**FMC SUBRULE: 34.1**

**APPLICATION OF RATES**

**103**

(a) Unless otherwise provided, rates are in cents per ton of 1000 Kgs. or per cubic meter or per 1,000 FBM, whichever creates the greater revenue.

(b) Charges on export logs will be assessed on the basis of Scribner Scale measurement. Shippers are required to furnish tickets, certificates, or copies of

<p>invoices, certified by the exporter to be true and correct, and acceptable to the Port.</p> <p>(c) Specific commodity rates will take precedence over any general or N.O.S. rates.</p> <p><b>ITEM 104</b> <b>FMC SUBRULE: 34.1</b></p> <p><b><u>INSURANCE</u></b></p> <p>Rates named in this tariff do not include insurance of any kind.</p> <p><b>ITEM 105</b> <b>FMC SUBRULE: 34.1</b></p> <p><b><u>TERMS AND CONDITIONS OF PAYMENT</u></b></p> <p>Use of Port facilities or service is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.</p> <p><b>Cont'd</b></p>	<p><b>104</b></p> <p><b>105</b></p>
<p><b>ISSUED: DECEMBER 01, 1993</b> <span style="float: right;"><b>EFFECTIVE: FEBRUARY 01, 1994</b></span></p>	



**SECTION 1 - GENERAL RULES AND REGULATION**

**CORRECTION #**

**TERMS AND CONDITIONS OF PAYMENT - Cont'd**

**ITEM 105**  
**FMC SUBRULE: 34.1**

**ITEM**  
**105**

The Port may require payment of charges in advance, as follows:

1. By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations.
2. By the cargo owner, shipper or consignee before cargo leaves the custody and control of the terminal for inbound shipments, and before outbound cargo is released from the custody and control of the terminal.
3. For all charges on perishable cargo or cargo of doubtful value and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment requirements by the Port.

**ITEM 106**  
**FMC SUBRULE: 34.1**

**COLLECTION OF DELINQUENT CHARGES:**

Should it become necessary for the Port to institute litigation to effect collection of a delinquent account then all expenses incurred by the prevailing party shall be assessed to, and payable by the non-prevailing party. Such expenses shall include, but are not limited to, a reasonable attorneys' fees and all costs of suit.

**ITEM 107**  
**FMC SUBRULE: 34.1**

**LIABILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE**

**(a) RESPONSIBILITY LIMITED**

The Port of Bellingham will not be responsible for any loss, damage or delay to merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.



**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION #**

**LIABILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE- Cont'd**

**ITEM**

**ITEM 107**  
**FMC SUBRULE: 34.1**

**107**

**(a) RESPONSIBILITY LIMITED- Cont'd**

Further, the Port of Bellingham shall not be liable for any loss, damage or delay to merchandise, or any other injury which results from animals, insects, rodents or vermin; not from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labor stoppage whether or not agents or the employees of the Port of Bellingham be involved; not for delay caused by shortage of qualified labor, except to the extent that any of the aforesaid loss of damage results from negligent acts or omissions of the Port, its employees or agents. (Subject to Subrule 34.1, Item 102 herein.)

**(b) RESPONSIBILITY AS WAREHOUSEMEN:**

Liability for loss, damage or delay to merchandise in the care, custody or control of the Port of Bellingham at any time other than the free time periods specified periods specified in this tariff, shall be that of a warehouseman only. (Subject to Subrule 34.1, Item 102 herein.)

**(c) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE:**

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, unless:

1. Shipper, his agent, inland or ocean carrier delivering such shipments to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the cargo and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sundays and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals.

**(d) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSE:**

Calculation or adjustment of claims shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment.

Cont'd



**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION #**

**LIABILITY FOR DAMAGES AND/OR INJURY - Cont'd**

**ITEM**

**ITEM 107  
FMC SUBRULE 34.1**

**107**

**(e) LIABILITY FOR DAMAGES/OR INJURY:**

If and when others, other than the terminal company, are permitted to perform services on the wharves or premises of the terminal company, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ.

The provisions of this item are applicable to all person, corporations associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of the Port. All such persons, corporations, associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of, any person or persons, which may be caused or occasioned by any acts or omission of such persons or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocable agreed to indemnify Port of Bellingham for any such loss or damage to persons or property for which a claim is or may be made against the Port, and all such persons shall save and hold the Port harmless from any all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including, but not limited to, court costs, experts' fees and attorneys' fees.

The indemnification, hold harmless, and non-liability provisions of (e) do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees or agents.

**ITEM 108  
FMC SUBRULE: 34.1**

**108**

**AD VALOREM CHARGES**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of cargo, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece, package or customary unit of cargo, when not shipped as a piece or package). This charge is in addition to all other charges which may be applicable under any other provision of this tariff.



**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION #**

**ITEM 109**  
**FMC SUBRULE 34.1**

**ITEM**  
**109**

**RIGHTS OF TERMINAL**

**(a) RIGHTS RESERVED:**

Right is reserved by the Port of Bellingham to furnish all equipment, supplies and materials, and to perform all services in connection with the operation of their terminals, under rates and conditions named herein.

**(b) RIGHT TO REFUSE FREIGHT:**

Right is reserved by the Port of Bellingham, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload, or to permit vessel to discharge:

1. Freight for which previous arrangements for space, receiving, unloading or handling have not been made by shipper, consignee or carrier.
2. Freight deemed extra offensive perishable, or hazardous.
3. Freight, the value of which may be determined as less than the probable terminal charges.
4. Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of the Port of Bellingham, and all expense, loss or damage incident thereto will be on account of shipper, consignee, owner or carrier.

**(c) RIGHT TO REMOVE, TRANSFER OR WAREHOUSE FREIGHT:**

Hazardous or offensive freight, or freight which, by its nature, is liable to damage other freight, is subject to immediate removal, either from the wharf or wharf premises, or to other locations within said premises, with all expense and risk of loss or damage for the account of owner, shipper or consignee. (Subject to Subrule 34.1, Item 102 herein.)

Freight remaining on wharf or wharf premises after expiration of free time (See Item 218), and freight shut out at clearance of vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses, with all expense and risk of loss or damage for account of the owner, shipper, consignee, or carrier, as responsibility may appear. (Subject to Subrule 34.1, Item 102 herein.)

**Cont'd**



**SECTION 1 - SCHEDULE OF RATES**

**CORRECTION #**

**RIGHTS OF TERMINALS - Cont'd**

**ITEM  
109**

**ITEM 109  
FMC SUBRULE 34.1**

**(d) RIGHT TO WITHHOLD DELIVERY OF FREIGHT:**

Right is reserved by the Port of Bellingham to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

**(e) RIGHT TO SELL FOR UNPAID CHARGES:**

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight, may be sold at public or private sale, without advertising, providing owner has been given proper notice to pay charges and to remove said freight, and has neglected or failed to comply.

**(f) EXPLOSIVES:**

The acceptance, handling or storage of explosives or excessively inflammable material will be subject to special arrangements with the Port of Bellingham and governed by rules and regulations of Federal, State and local authorities.

**(g) OWNERS RISK:**

(Subject to Subrule 34.1, Item 102 herein.)

1. Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing.
2. Freight on open ground or on open wharf is at owner's risk for loss or damage.
3. Timber and log or lumber rafts, and all water craft, if and when permitted by Port of Bellingham to be moored in slips, at moorage dolphins, at wharves, or alongside vessels, are at owner's risk or damage.

**ITEM 110  
FMC SUBRULE 34.1**

**110**

**SHIPPERS' REQUESTS AND COMPLAINTS:**

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff, by filing a statement, fully documents the request or complaint with the Executive Secretary, Northwest Marine Terminals Association, Inc.



**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION#**

**ITEM 111  
FMC SUBRULE 34.1**

**ITEM  
111**

**DEMURRAGE OR DELAYS**

**(a) DEMURRAGE - RAIL CARS OR VESSELS:**

In furnishing the service of ordering, billing out, loading or unloading rail cars, and of handling to from vessels, no responsibility for any demurrage whatsoever, on either rail cars or vessels, will assumed by the terminals. (Subject to Subrule 34.1, Item 102 herein.)

**(b) DELAYS - WAIVER OR CHARGES:**

Delays in loading, unloading, receiving, delivering or handling freight, arising from combinations, riots or strikes of any person in the employ of the terminal companies, or in the services of others, or arising from any other cause not reasonable within control of the terminal companies, will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage, or any other terminal charges or expenses that may be incurred.

**ITEM 112  
FCC SUBRULE 34.1**

**112**

**MANIFESTS REQUIRED OF VESSELS**

Masters, owners, agents or operators of vessels are required to furnish the Port of Bellingham with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Bellingham. Such manifests must also designate the basis weight or measurement on which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes" or mates' receipts containing all information as required above may be accepted.





**SECTION 1 - GENERAL RULES AND REGULATIONS**

**CORRECTION**

#

**ITEM 113**  
**FMC SUBRULE 34.1**

**ITEM**  
**113**

**TRANSSHIPPED CARGO**

When transshipment is substituted by the vessel operator in lieu of direct call of vessel at Bellingham, the charge or charges on cargo so handled shall be the same as that applicable to cargo handled on direct call vessels, with the exception that no handling charges will be assessed except when boarding, de-boarding or sorting is performed by the Port of Bellingham - then, half handling will be assessed additionally for this extra service.

**ITEM 114**  
**FMC SUBRULE 34.1**

**114**

**RECEIPT OF DELIVERY OF FREIGHT DURING OTHER THAN REGULAR WORKING HOURS**

Unless otherwise excepted, prior arrangements must be made with the Port of Bellingham when freight is to be received from, or delivered to, trucks, drays or inland water carriers on Saturdays, Sundays, holidays, or during hours when, under the working rules governing labor, the payment of overtime to checkers is necessitated.

When such services are required there will be assessed, in addition to specific rates otherwise provided for according to the respective traffic or commodity classification of the freight, a charge for the difference between straight time and overtime wages paid labor required to perform such checking service. This overtime differential rate will be charged in accordance with rates provided for under Man-Hour Schedule.



SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES

CORRECTION#

ITEM 200

FMC SUBRULE 34.2

ITEM

200

CLASSIFICATION OF TRAFFIC

Vessels, the trade route on which they operate, and the cargo which they handle, are classified below for the purpose of applying the provisions of this tariff. Unless otherwise specified, cargo received for a vessel in one trade route and transshipped on a vessel in another trade route, will be subject to the rates, conditions and exceptions governing the respective trade route classifications, whether or not such cargo is moving on through rates and/or bills of lading.

- (a) ALASKAN: Service between Washington ports and ports in Alaska, whether direct or via British Columbia ports.
- (b) COASTWISE: Service along the Pacific Coast of the United States between Mexico and Canadian borders, including such service when via
- (c) INTERCOASTAL: Service between Washington ports and ports in the United States on the Gulf of Mexico or the Atlantic Coast.
- (d) INLAND WATERWAY: Service limited exclusively to traffic on Puget Sound and tributary waters, including traffic to or from British Columbia ports, when not otherwise provided for in this item.
- (e) OFFSHORE: All services not otherwise specially defined herein.

Issued:

Effective:



**PORT OF BELLINGHAM**  
*Washington State, USA*

**TERMINALS TARIFF NO. 700**

**ORIGINAL PAGE 14**

**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

**CORRECTION #**

**ITEM 202**  
**FMC SUBRULE 34.2**

**ITEM**  
**202**

**CHECKING CARGO**

**(a) DEFINITION:**

The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same. Checking will not include measuring, grading, scaling, surveying, weighing, marking, segregating, sampling or supplying any information that cannot be obtained by visual inspection of the package, case, palletized unit or other exterior container.

**(b) RESPONSIBILITY LIMITED:**

- (1) In performing the service of checking, the Port of Bellingham will accept no responsibility for concealed damage nor for the condition of packages, cases or other containers, whether or not receipts issued so state.
- (2) Except when freight is accepted for storage and is transferred to designated storage location, freight from vessels will only be accepted for delivery, and receipts for such freight will only be issued, subject to out turn at delivery.

**(c) CHARGES:**

Unless otherwise specified, checking will be assessed at Man-Hour rates as provided for under Man-Hour Schedule. When freight is received from trucks or drays on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of overtime is necessitated, and the terminal is required to check same, or to furnish receipts for the freight, the full time, including standby time of checker employed to receive or deliver such freight, will be charged against the truck or drayage.

**ITEM 204**  
**SUBRULE 34.2**

**204**

**POINT OF REST**

That area on the terminal facility which is assigned for the receipt of inbound cargo from the ship, and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

**CORRECTION #**

**ITEM 206**  
**FMC SUBRULE 34.2**

**ITEM**  
**206**

**DOCKAGE**

**(a) DEFINITION:**

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

**(b) DOCKAGE - HOW CALCULATED:**

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, 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 from and has vacated such berth or slip.

**(c) BASIS FOR COMPUTING CHARGES:**

Dockage charges will be assessed on the length-over-all of the vessel published in "Lloyds Register", the port reserved the right to: (a) Obtain the length-over-all from the vessel's register, or (b) measure the vessel.

**(d) VESSELS DOCKED TO REPAIR, SHORE, OUTFIT OR FUMIGATE:**

Full dockage will be charged if and when a vessel is permitted to make repairs or alterations, shore for special freight, outfit, store or fumigate while docked at wharf.

**(e) VESSELS DOCKED TO LINE:**

If and when a vessel is permitted to dock solely for the purpose of lining vessel, full dockage will be levied in addition to wharfage on lining lumber passing over wharf or over side vessel.

**(f) VESSELS REQUIRED TO VACATE BERTH:**

The Port reserves the right to order a vessel to shift its position at a wharf, to change berths or to vacate berth when not actually engaged in loading or discharging freight or when occupying a berth beyond the time limitation named in the assignment permit. Any vessel upon notice to move, which refuses or fails to move, may be shifted or moved by tug or otherwise, by wharf agent, and any expenses, damage to vessels or wharf during such removal will be charged to vessel so moved.

**(g) CHARGES ON VESSEL SHIFTING:**

When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the Port of Bellingham the total time at such berths will be considered together in computing the dockage charge.

**Cont'd**



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*Washington State, USA*

**TERMINALS TARIFF NO. 700**

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 CANCELS 3RD REVISED PAGE 16

**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

**CORRECTION #33**

**DOCKAGE - Cont'd**

**ITEM  
 208  
 A**

**ITEM 208  
 FMC SUBRULE 34.2**

**(i) DOCKAGE RATES WILL BE ASSESSED AS FOLLOWS:  
 RATES IN DOLLARS PER 24 - HOUR PERIOD OR PORTION THEREOF**

<u>Length-Over-All In Meters</u>		<u>Length-Over-All In Feet</u>		<u>Charge Per 24-Hour Day</u>
<u>Over</u>	<u>But Not Over</u>	<u>Over</u>	<u>But Not Over</u>	
0	30	0	100	\$ 142
30	46	100	150	207
46	61	150	200	279
61	91	200	300	679
91	107	300	350	949
107	114	350	375	1,172
114	122	375	400	1,297
122	130	400	425	1,439
130	137	425	450	1,597
137	145	450	475	1,727
145	152	475	500	1,888
152	160	500	525	2,143
160	168	525	550	2,309
168	175	550	575	2,500
175	183	575	600	2,776
183	191	600	625	3,173
191	198	625	650	3,695
198	206	650	675	4,198
206	213	675	700	4,736
213	221	700	725	5,487
221	229	725	750	6,282
229	236	750	775	7,110
236	244	775	800	7,989
244	259	800	850	9,175
259	274	850	900	10,446
274	290	900	950	11,766
290	-	950	-	(1)

(1) Dockage charges for vessels over 950 feet (290 meters) in overall length shall be \$16.00 per day for each foot of overall length or fraction thereof in excess of 950 feet (290 meters), in addition to the above rate of \$11,766.

**ISSUED: OCTOBER 30, 1998**

**EFFECTIVE: DECEMBER 1, 1998**



**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**      **CORRECTION # 39**

**ITEM 210**  
**FMC SUBRULE: 34.2**

**FRESH WATER FOR VESSELS**

Fresh water will be furnished vessels as follows:

	<u>RATE</u>
First 100 cu. ft. (metered) or fraction	\$79.00
Each additional 100 cu. ft. (per 100 cu. ft.)	.97

(Compute 7 1/2 gallons per cu. ft., or 32 cu. ft. per ton.  
Compute 8 1/3 lbs. per gallons or 62.4 lbs. per cu. ft.)

Call out request on weekends & holidays additional hookup charge of \$35.00 will be assessed.

**ITEM**  
**210**  
**A**  
**I**

**ITEM 211**  
**FMC SUBRULE: 34.2**

**ELECTRIC ENERGY**

Unless otherwise specified, electrical power will be furnished at the rate of \$.10 (ten cents) per kilowatt hour. In addition, such labor and material as may be required for installation, connection or disconnection of service will be assessed on basis of actual cost of such items plus 40%.

**211**  
**I**

**ITEM 212**  
**FMC SUBRULE: 34.2**

**FUEL FLOWAGE FEE**

All diesel or gasoline delivered in bulk to vessels berthed at the Port for the sole purpose of taking on fuel will be assessed a fuel flowage fee in the amount of five (.05) cents per gallon. This fee will assessed to the distributor providing the fuel and shall be reported to the Bellingham Shipping terminal office upon departure of fueling the vessel.

**212**  
**A**



**PORT OF BELLINGHAM**  
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2ND REVISED PAGE 18  
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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**  
 10

**CORRECTION #**

**ITEM 214**  
**FMC SUBRULE 34.2**

**ITEM**

**EQUIPMENT RENTAL**

**214**

Equipment listed below, when available, will be rented at risk of users, and at the convenience of the Port of Bellingham. The renter of such equipment shall be responsible for loss or damage to equipment and for personal injuries in the operation thereof. (Subject to Subrule 34.1, Item 102 herein.)

Except as otherwise provided, rates are on a per hour basis and do not include operators, When furnished by the Port of Bellingham, the charge for operators and other labor required will be as provided in Item 304.

	<u>Rate</u> <u>Per Hour</u>	<u>Minimum</u> <u>Charge</u>	
<b><u>Lift trucks, cargo handling:</u></b>			
Forklift, powered - rated capacity up to 3 S/T	\$18.00	\$18.00	<b>A</b>
Forklift, powered - rated capacity up to 6 S/T	31.00	31.00	
Forklift, powered - rated capacity over 6 S/T	61.00	61.00	

**ITEM 216**  
**FMC SUBRULE 34.2**

**216**

**LESSEES' AND RENTERS' RESPONSIBILITY**

When equipment is rented or leased to others, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use of operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Bellingham, such operator shall be under the direction of the Port of Bellingham, such operator shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of unit, as well as the competency of the operator, there being no representation or warranties by the Port of Bellingham with reference to such matters. (Subject to Subrule 34.1, Item 102 herein.)

**ISSUED: JULY 15, 1996**

**EFFECTIVE: AUGUST 15, 1996**





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**TERMINALS TARIFF NO. 700**

**ORIGINAL PAGE 19**

**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

**CORRECTION #**

**ITEM 218**  
**FMC SUBRULE 34.2**

**ITEM**  
**218**

**FREE TIME**

**(a) DEFINITION:**

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

**(b) COMPUTING FREE TIME:**

Except where limited under individual items to not exceed a specified number of days or hours, free time is exclusive of Saturdays, Sundays and Holidays.

Free time starts the first 7:00 a.m. occurring after freight is received or unloaded onto wharf from car or truck, or, in case of freight received from vessel, the first 7:00 a.m. occurring after vessel's complete discharge.

**(c) FREE TIME PERIOD:**

Unless otherwise provided under individual items, 10 days free time will be allowed.

**(d) ASSEMBLING TIME:**

Assembling time up to twenty (20) days, exclusive of Saturdays, Sundays and Holidays, beyond the regular free time allowance, will be granted shippers for assembling 200 tons or more of cargo for a particular vessel or shipment.

**(e) VESSEL DELAY:**

When the sailing date of a vessel has been announced by the terminal operator and the sailing date is delayed due to stress of weather, accident, breakdown or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

**ISSUED: DECEMBER 01,1993**

**EFFECTIVE: FEBRUARY 01, 1994**



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**TERMINALS TARIFF NO. 700**

**ORIGINAL PAGE 20**

**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

**CORRECTION #**

**ITEM 219**  
**FMC SUBRULE 34.2**

**ITEM**  
**219**

**STORAGE**

**(a) DEFINITION:**

Terminal storage is the service of providing warehouse, or other terminal facilities, for the storage of in transit cargo interchanged with, or between water carriers, when arrangements are entered into prior to the expiration of the free time.

**(b) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE:**

When space is available and arrangements are entered into prior to arrival of cargo at the terminal, storage may be permitted on in transit cargo interchanged with or between water carriers at rates named below.

When request for storage is not made prior to arrival of cargo at the terminal, and additional handling is required to move and/or re-pile cargo for storage, all labor and equipment in connection therewith will be assessed per Items 214 & 304.

Storage charges are payable in advance, and will be computed on the following basis:

Cargo received for storage during the first fifteen (15) days of a month will be assessed a full month's storage.

Cargo received for storage on the sixteenth (16th) day of the month or later, will be assessed storage at one-half (1/2) the applicable rate named below.

Thereafter, storage will be payable on cargo remaining in storage on the first day of each succeeding calendar month.

Except as otherwise provided, no free time is allowed under the provisions of this section.

Except as otherwise provided, rates are in cents per 1000 Kilos or per cubic meter, whichever produces the greater revenue.

**Cont'd**

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**



**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

**CORRECTION #**

**STORAGE - (Cont'd)**

**ITEM 219  
 FMC SUBRULE 34.2**

**ITEM  
 219**

**(c) STORAGE RATES - SHEDDED AREAS:**

Rates herein named apply to storage in shedded areas only, per calendar month.

<u>Commodity</u>	<u>Rates</u>
All Freight N.O.S.	\$1.50
Lumber, N.O.S. per 1000 FBM	\$1.50

**(d) STORAGE RATES - OPEN AREAS:**

Rates herein named apply to storage in open areas only per calendar month.  
 Owner's risk for loss or damage to cargo.

<u>Commodity</u>	<u>Rates</u>
All Freight N.O.S.	\$0.75
Lumber, per 1000 FBM	\$0.64

**ITEM 220  
 FMC SUBRULE 34.2**

**220**

**STORAGE SPACE - RENTAL**

When space for such purposes is available, and the use thereof will not interfere with the storage of cargo under the provisions of Items 218 and 219, areas may be reserved for cargo storage for periods of thirty (30) days or longer.

The charge for such space shall be \$.015 per sq. ft., per month, payable in advance and subject to the following conditions:

- (a) All minimum area for such rental will be not less than 1000 sq. ft.
- (b) All necessary services required or requested in connection with freight stored under this item, will be performed by the terminals under the rules and regulations, and at rates specified in this tariff.
- (c) Cancellation of rental agreements entered into under this item will not be permitted on less than fifteen (15 ) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.



SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES

CORRECTION #

ITEM 222  
FMC SUBRULE 34.2

ITEM  
222

**WHARFAGE**

**(a) DEFINITION:**

A charge assessed all cargo passing, or conveyed over, onto or under wharves, or between vessels (to or from barge, lighter or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf, and does not include charges for any other service.

**(b) FREIGHT NOT LOADED TO VESSELS:**

When freight, in transit, is received on wharf from rail car, truck or dray, and is not delivered to vessel, but is loaded out again to rail car, truck or dray, full wharfage charges will be assessed.

**(c) LIMITATIONS:**

Freight assessed inbound wharfage will not be subject to outbound wharfage when reshipped by water from the same wharf. However, when such freight has been removed from wharf into warehouse, or placed on monthly storage, or warehouse receipt is issued before shipment, it will be subject to full outbound wharfage.

(Exception: Outbound wharfage will not be charged against canned fish (Item 430) when reshipped by water from the same terminal at which received.)

**(d) SHIP'S STORES:**

Ship's stores, dunnage used for vessel's cargo, fuel handled overside vessel, and repair materials and supplies, when intended for vessel's own use, consumption or repairs, all will be exempt from assessment of wharfage unless wharf employees are required to receipt for them. Fuel handled over wharf, and ballast, will not be considered as ship's stores, and will be subject to wharfage and other charges that may be incurred.

**(e) OVERSIDE:**

Unless otherwise specified in individual commodity items, all freight loaded or discharged overside a vessel directly to or from another vessel, barge, lighter, draft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed one-half (1/2) the regular rates but in no instance, will the charge be less than three (3) dollars per ton of 1000 kilos or per cubic meter, or per 1000 FBM.

**(f) DIRECT TRANSFER:** (See Item 230)

**(g) MINIMUM CHARGES:** (See Item 242)



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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES      CORRECTION #**

**ITEM 224**  
**FMC SUBRULE 34.2**

**ITEM**  
**224**

**WHARF DEMURRAGE**

**(a)      DEFINITION:**

A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time (See Item 218), unless arrangements have been made for storage.

Note: Issued pursuant to F.M.C. Docket 875, General Order No. 15.

**(b)      RATES:**

Except as otherwise provided in notes below, Wharf Demmorage will be assessed at the following rates:

Per day, per 1000 Kilos or per Cubic Meter,  
whichever produces the greater revenue

	<u>First 5 days</u>	<u>After 5 days</u>
All Freight N.O.S. - Inbound	\$0.13	\$0.17
All Freight N.O.S. - Outbound	\$0.11	\$0.11

Note 1: Lumber or logs, N.O.S.

In covered areas.....	\$.08 per FBM, per day
In open areas.....	\$.07 per FBM, per day

Note 2: Automobiles, Auto Trucks, Tractors, House or Freight Trailers, Freight Vans, Military Equipment, and material on wheels or caterpillar tread, S.U. or K.D.

Boxed or Crated.....	\$.18 per 1000 Kilos, per day
Not Boxed or Crated....	\$.80 each, per day

**(c)      MINIMUM CHARGES:**

See Item 242.



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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES      CORRECTION #**

**ITEM 226**  
**FMC SUBRULE 34.2**

**ITEM**  
**226**

**HANDLING**

**(a)      DEFINITION:**

Handling, when performed the terminal, is the service of moving cargo from end of ship's tackle on the wharf to the first place of rest on the wharf, or from first place of rest on the wharf to within reach of ship's tackle on the wharf. It included ordinary sorting, breaking down and stacking on the wharf. When cargo is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at the Man-Hour and Equipment Rental rates. Charges for handling are assessed against vessels, their owners, operators or the party ordering the service.

**(b)      RIGHT TO HANDLE FREIGHT RESERVED:**

The Port of Bellingham, when equipped to perform the services of handling freight and to care for same on their terminals, reserve the right, in all instances, to perform such services.

**(c)      RATES PREDICATED ON STRAIGHT TIME LABOR:**

Handling rates are predicated upon the payment to labor of basic straight time wages and the performance of such services on days or during hours when the basic straight time scale applies. In addition to these rates, when it is required to perform services on days or during hours when, under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime wage is necessitated, all wage costs of labor incurred in excess of wage costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed against the vessel, its owner, operator, or the party ordering the service, in accordance with applicable rate shown in Man-Hour Schedule of this tariff.

**(d)      EXCEPTION - APPLICATION OF MAN-HOUR RATES ON HANDLING:**

When the services of Handling of freight in containers or units of such unusual bulk, size, or weight as to preclude performing services at specified or N.O.S. rates named, or when such services are delayed on account of sorting, special checking, tallying, inspection, weighing, condition of freight or other conditions or causes not incidental to the services, the Port of Bellingham reserves the right to apply applicable Man-Hour rates, as named in this tariff on such service.

**(e)      HANDLING - DIRECT TRANSFER:**

See Item 230

**(f)      MINIMUM CHARGE:**

See Item 242.

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**



**PORT OF BELLINGHAM**  
*Washington State, USA*

**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES      CORRECTION #**

**ITEM 228**  
**FMC SUBRULE 34.2**

**ITEM**  
**228**

**HANDLING, MECHANIZED - RATES**

**(a)      CREDIT ON HANDLING RATES - EXPORT CARGO:**

(See Note 1, Paragraph (c))

A credit of \$2.20 per 1000 Kilos will be allowed on the applicable handling rates named in this Tariff for the cargo received from trucks or rail cars on pallets or stevedore boards, or in unitized loads, and which requires a mechanized movement only of such pallets, boards, or units, from first place of rest on wharf to a position on wharf within reach of ship's tackle. Portions of bill of lading lots requiring any handling by hand on wharf will not be entitled to this credit.

**(b)      CREDIT ON HANDLING RATES - IMPORT CARGO:**

(See Note 1, Paragraph (c))

A credit of \$1.05 per 1000 kilos will be allowed on the applicable handling rates named in this tariff for the cargo discharged from vessels which remains on pallets or stevedore boards, or in unitized loads, and requires no depalletizing, sorting, or hand handling, and which requires a mechanized movement only of such pallets, boards, or units from end of ship's tackle to place of delivery to trucks or rail cars. Portions of bill of lading lots requiring any handling by hand on wharf will not be entitled to this credit.

**(c)      EXCEPTION TO CREDIT ON HANDLING RATES:**

Note 1: Will not apply on handling rates based on man-hour rates or those already predicated on mechanized handling operation.

**(d)** Where specific reference is made to this paragraph in the items as published in Subrule 34.4 of this tariff, a credit of \$3.31 per kilos will be allowed on the applicable handling rates so specified in this tariff for cargo received in unitized loads or unitized at the terminal, and allows a unitized movement of these units from first place of rest on the wharf to ship's tackle, and from ship's tackle to first place of rest on the wharf, and stowed aboard the vessel as units. Portions of bill of lading lots requiring any handling by hand on the wharf or on the vessel, will not be entitled to this credit.

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**



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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES      CORRECTION #**

**ITEM 230**  
**FMC SUBRULE 34.2**

**ITEM**  
**230**

**DIRECT TRANSFER**

- (a) **DIRECT TRANSFER** means handling of freight by ship's gear or other mechanical equipment, direct between rail cars or trucks spotted at ship's side and the vessel.
- (b) Freight handled direct between **OPEN RAIL CARS** and vessel will assessed a wharfage charge and shunting, but no handling, loading or unloading charges. Terminals will not be responsible for overloading or improper loading of open rail cars, nor conditions or outturn of freight so handled.
- (c) Except as otherwise provided, freight handled direct between **RAIL BOX CARS** and the vessel will be assessed wharfage, handling, loading or unloading charges, the same as if the freight had moved from rail cars to place of rest on wharf, and subsequently moved from place of rest on wharf to vessel, or vice versa.
- (d) At the option of the Port, trucks may be permitted to handle freight direct to or from vessels. In such instances, the regular tariff rates for wharfage will be assessed. Terminals will not be responsible for damage to trucks or freight incurred during handling, nor for outturn of freight. (Subject to Subrule 34.1, Item 102 herein.)
- (e) Rail car blocking and dunnaging is additional to rates named herein. (See Item 236.)

**ITEM 232**  
**FMC SUBRULE 34.2**

**232**

**SHUNTING - RAIL CARS**

When the Port is required to shunt rail cars alongside vessels by means of mechanical equipment, charges for same, including wages of operators, will be per Item 304, and rental of equipment at rates named in Item 214 will be assessed against ocean vessels, their owners, or operator.





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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES      CORRECTION #**

**ITEM 236**  
**FMC SUBRULE 34.2**

**ITEM**  
**236**

**LOADING AND UNLOADING - RAIL CARS**

**(a)      DEFINITION:**

The services performed in loading cargo on or into railroad cars, and unloading cargo from railroad cars. The services include ordinary breaking down, sorting, and stacking. Loading and unloading charges are assessed against the cargo when not absorbed by carriers.

(1) For the purpose of continuing in effect the historic practice of terminals performing this service, this Loading and Unloading definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in F.M.C. Docket No. 875, General Order No. 15 reading as follows:

"The service of loading or unloading cargo between and place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility."

**(b)      CAR BLOCKING AND DUNNAGE:**

Rail car stakes, lumber, material, and labor used in blocking and dunnaging goods in rail cars, will be charged against the freight loaded at actual cost plus 15%. This is in addition to the regular loading charge.

**(c)      RATES PREDICATED ON STRAIGHT TIME LABOR:**

Loading and unloading rates are predicated upon the payment to labor of basic straight time wages and the performance of such services on days or during hours when the basic straight time scale applies. In addition to these rates, when it is required to perform services on days or during hours when, under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime wages is necessitated, all wage costs of labor incurred in excess of wages costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed in accordance with Man-Hour Schedule.

**(d)      EXCEPTION - APPLICATION OF MAN-HOUR RATES ON LOADING & UNLOADING**

when the service of loading and unloading of freight in containers or units of such unusual bulk, size, shape, or weight as to preclude performing services at specified or N.O.S. rates named, or when such services are delayed because of sorting, special checking, tallying inspection, weighing, condition of freight or other conditions or causes not ordinarily incidental to the services, the Port of Bellingham reserves the right to apply Man-Hour rates as named in this tariff on such services after notice has been made to shipper, consignee and/or carrier involved.

**Cont'd**

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**



**PORT OF BELLINGHAM**  
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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES      CORRECTION #**

**ITEM 236**  
**FMC SUBRULE 34.2**

**ITEM**  
**236**

**LOADING AND UNLOADING - RAIL CARS (Cont'd)**

**(e)      RIGHT TO LOAD AND/OR UNLOAD FREIGHT, RESERVED:**

The Port, when equipped to perform the services of loading and/or unloading freight, reserve the right of performance in all instances.

**(f)      RAIL CAR DEMURRAGE:**

See Item 111.

**(g)      DIRECT TRANSFER BETWEEN RAIL CAR AND VESSEL:**

See Item 230.

**(h)      MINIMUM CHARGES:**

See Item 242.

**ITEM 237**  
**FMC SUBRULE 34.2**

**237**

**LOADING AND UNLOADING - TRUCKS**

When requested, the Port may furnish labor and equipment to load or unload trucks. Charge for such service will be per Items 214 and 304.

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**



**PORT OF BELLINGHAM**  
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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES CORRECTION #21**

**ITEM 240**  
**FMC SUBRULE 34.2**

**ITEM**  
**240**

**SEGREGATION**

(a) When no request is made for segregation by commodities, submarks, kinds, sizes, brands, grades, other identification or unit, delivery will be made only as one (1) lot, or in accordance with one (1) general mark. Consignee, however, is not required to take delivery of an entire shipment at one time, and upon request, delivery of shipment in whole or in part, as one (1) lot, or by one (1) general mark, will be made.

(b) Upon request, segregation by commodities, submarks, kinds, sizes, brands, grades, other identification or unit, will be made and delivery to consignee will be made in one (1) lot, or in part lots, in accordance with written instructions.

(c) Charges, in addition to applicable terminal charges, for segregation as provided in paragraph (b), will be as follows:

When request for segregation is received before close of business of the last business day before arrival of vessel.....\$0.35 per 110 Kilos on total weight of entire shipment.

When request for segregation is not received before close of business on the last business day before vessel arrives.....\$0.45 per 110 Kilos on total weight of entire shipment.

**ITEM 242**  
**FMC SUBRULE 34.2**  
**MINIMUM CHARGES**

**242**  
**A**

Unless otherwise specified under individual items, the minimum charge any single shipment will be:

Wharfage, N.O.S.	\$ 5.88
Handling	\$16.92
Loading	\$16.92
Unloading	\$16.92
Wharf Demurrage	\$10.72
Storage	\$11.56
Service and Facilities	\$ 7.74



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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES      CORRECTION #**

**ITEM 244**  
**FMC SUBRULE 34.2**

**ITEM**  
**244**

**SERVICE AND FACILITIES CHARGE**

**(a)      DEFINITION:**

That charge assessed against vessels, their owners, or operators which load or discharge cargo at the terminals for the use of terminal working areas in the receipt and delivery of cargo to and from vessel, and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer of cargo between vessels and shippers, consignees, or connection carriers.

**(b)      CONDITIONS:**

- (1) The foregoing does not include any service or facilities charge which is included in wharfage, dockage, wharf demurrage, storage or other individual charges.
- (2) No person, other than the terminal, will be permitted to perform the services covered herein.
- (3) Service and Facilities charge does not include any cargo handling, loading nor unloading operations, nor any labor other than that which is essential to performing the service.

**ISSUED: DECEMBER 01, 1993**

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**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES**

**CORRECTION #22**

**ITEM 244**  
**FMC SUBRULE 34.2**

**ITEM**

**SERVICE AND FACILITIES CHARGE (Cont'd)**

**244**  
**A**

**(c) RATES:**

All Trade Routes (See Notes)

	<b>RATE</b>	
	<b><u>INBOUND</u></b>	<b><u>OUTBOUND</u></b>
Freight N.O.S.	\$ 13.20	\$8.22
Freight N.O.S., handled direct vessels and open rail cars or open vehicles.	3.15	3.15
Freight N.O.S., handled overside between vessels and water or barge.	1.67	1.67
Aluminum, bars, blister, ingots, slab or pig. Units, pieces or bundles.		3.18
Containerized Cargo (See Notes 2 & 3)	5.58	5.58
Fish and Seafood, Canned	8.74	5.59
Homes Modular		2.76
Logs, Softwood, per 1000 F.B.M.		3.41
Lumber, Softwood, (See Note 1)	7.60	3.79
Pulp, Paper or Wood, in compressed bales		3.09
Vehicles, ex auto carriers, per vehicle	9.64	



**SECTION 2 - DEFINITIONS AND SCHEDULE OF MISCELLANEOUS CHARGES    CORRECTION #**

**ITEM 244**  
**FMC SUBRULE 34.2**

**ITEM**  
**244**

**SERVICE AND FACILITIES CHARGE (Cont'd)**

**(c)    RATES (Cont'd)**

Note 1: Unless otherwise specified under individual items, rates named herein are in cents per ton of 1000 Kilos or per 1000 FBI. Unless specifically published in this item, N.O.S. rate will apply on cargo handled direct between vessel and rail car or open vehicle, and handled overside between vessels and water or barge.

Note 2: "Container Vans" means fully enclosed containers, rigid or collapsible, with or without wheels, of such type, size and construction as to meet the requirements in the ocean carriers's tariff for the trade route in which it is moving.

Note 3: If a lesser Service & Facilities rate is published in a specific commodity rate, then the lesser rate will apply.

**(d)    MINIMUM CHARGES:**

See Item 242.



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**SECTION 3 - LABOR RULES, SCHEDULE AND RATES**

**CORRECTION #**

**ITEM 300**  
**FMC SUBRULE 34.3**

**ITEM**  
**300**

**LABOR RATES**

**(a) SUBJECT TO CHANGE:**

The rates named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions or other causes not reasonable within the control of the Port of Bellingham, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis as per Items 214 and 304.

**(b) OVERTIME:**

All rates named in this Tariff for services involving labor are based upon straight-time wages. In addition to these rates, when any services are performed on Saturdays, Sundays, Holidays, or when payment of overtime wages to labor is necessary, the difference between straight time and overtime wages paid to labor, plus forty per cent (40%) will be assessed against party or parties authorizing overtime.

**(c) STANDBY TIME:**

When dock labor is ordered for a specified time, and is on the job ready for work, or having started work, is delayed for period of, or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the terminal, the standby time of the dock labor will be charged at actual cost, plus seventy percent (70%) against the party causing such delay.

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**



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**TERMINALS TARIFF NO. 700**

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**SECTION 3 - LABOR RULES, SCHEDULE AND RATES**

**CORRECTION #**

**ITEM 302**  
**FMC SUBRULE 34.3**

**ITEM**  
**302**

**SPECIFIC LABOR COST SERVICES**

- (a) Unless otherwise provided for individual items, Man-Hour rates will be charged as per Item 304 on the following:
- (1) All services not specifically described in the tariff.
  - (2) Services of loading, unloading, handling or transferring commodities for which no specific rates are named and which cannot be performed for the rates under N.O.S. items.
  - (3) Services of loading, unloading handling or transferring freight in packages or units of such unusual bulk, size, shape, or weight as to preclude performing such services at rates named under individual items of the tariff.
  - (4) Services of loading, unloading, or handling freight for which specific commodity rates are named in the tariff but which because of unusual conditions of shipping or requirements of shippers not normally incidental to such services, preclude the performance of such services at rates named.
  - (5) Services of extra sorting, special checking, inspection, or for any operation delayed on account thereof.
  - (6) Services of cleaning or preparing cars for loading.
  - (7) Services of installing or moving special equipment at the request of or for use or convenience of parties other than the terminal operator.
  - (8) Reconditioning or reconditioning freight.
  - (9) Labor and equipment to load or unload trucks will be furnished by Port of Bellingham at its option and upon request. Charges for such service will be made against the party or parties requesting the service.
- (b) Materials and supplies furnished by the Port of Bellingham in connection with services, shall be billed at actual cost plus 10%.
- (c) When equipment is used in performance of services, the charge will not be less than the tariff rate as shown in Item 214 (Equipment Rental).

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**





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**SECTION 3 - LABOR RULES, SCHEDULE AND RATES**

**CORRECTION #40**

**I ITEM 304**  
**FMC SUBRULE: 34.3**

**ITEM**  
**304A**

**SCHEDULE OF MAN-HOUR RATES**

<b><u>SCHEDULE OF MAN-HOUR RATES</u></b>		
<b>When Base Scale</b>		<b>Man-Hour Rate</b>
<b><u>Wage is:</u></b>		<b><u>Wage is:</u></b>
\$ 27.48	Basic	\$ 67.16
29.91	Lift Driver	68.62
27.48	Checker	67.16
31.12	Supervisor	72.49
36.38	Foreman	82.99

Note 1: Labor overtime, and third shift differential:

Rates named on this schedule of man-hour services involving labor are based upon straight time wages. In addition to these rates, when services are performed on Saturdays, Sundays or Holidays, or when payment of overtime, or third shift differential is necessary, the difference between straight and overtime wages paid plus forty percent (40%) will be assessed against the party or parties requesting overtime.

**ISSUED: JUNE 1, 1999**

**EFFECTIVE: JULY 1, 1999**



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**SECTION 4 - SCHEDULE OF RATES**

**CORRECTION #12**

Except as other wise specifically provided, rates in the section are in cents per ton or 1000 kgs, or per cubic meter, whichever creates the greater revenue.

COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING	ITEM NO.
<b>ITEM 400</b>				<b>400</b>
<b>FMC Subrule: 34.4</b>				
<b><u>ALL FREIGHT, N.O.S.</u></b>	(1) 5.88	(2) (3) 28.54	(2) 27.99	<b>A</b>
(1) When charges are assessed per cubic meter, they shall not exceed the charges which would apply at four time the rate per 1000 kgs.				
(2) When charges are assessed per cubic meter, they shall not exceed the charges which would apply at double the rate per 1000 kgs.				
(3) When unitized or palletized for mechanical loading or unloading in units of not less than 1000 kgs, rate will be \$9.62 per 1000 kgs.				
<b><u>ALUMINUM:</u></b>		(2)		<b>402</b>
Articles, N.O.S.	4.06	18.62	14.82	
Bars, Blister, Ingots, Slab or Pig; Units, Pieces or Bundles less than 907 kgs.	4.06	15.33	11.19	
907 kgs. or over (1)	4.06	(2) 13.81	9.58	
(1) Each unit, piece or bundle must be adapted to fork lift handling.				
(2) When in unitized or palletized loads, properly stowed and arranged in car to permit mechanical loading or unloading, rate will be \$8.09 per 1000 kgs.				
Sheets, in packages, export	4.06	(3) 18.62	14.98	
N.O.S.	4.06	(3) 24.72	16.08	

**ISSUED: JULY 15, 1996**

**EFFECTIVE: AUGUST 15, 1996**



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**SCHEDULE OF RATES SECTION**

COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING	ITEM NO.
<b>ITEM 403</b> <b>FMC SUBRULE 34.4</b> <u><b>BULK COMMODITIES:</b></u> N.O.S. (Will be quoted on request) Salt (Direct discharge)	.91			<b>403 A</b>
<b>ITEM 404</b> <b>FMC SUBRULE 34.4</b> <u><b>CANNED GOODS</b></u> , N.O.S. In containers or cartons (1) See Item 230-d.	5.08	19.93	25.06	<b>404</b>
<b>ITEM 405</b> <b>FMC SUBRULE 34.4</b> <u><b>CARBON BLOCKS</b></u> , on skids (1) when loaded to flat cars	4.65	22.64 (1) 13.38	18.47	<b>405 A</b>
<b>ITEM 406</b> <b>FMC SUBRULE 34.4</b> <u><b>CEMENT</b></u> , Building - in bags	5.30	21.78	17.68	<b>406 A</b>
<b>ITEM 407</b> <b>FMC SUBRULE 34.4</b> <u><b>CRYOLITE OR ALUMINUM FLOURIDE</b></u> - in bags	3.36	25.26	24.22	<b>407 A</b>
<b>ITEM 408</b> <b>FMC SUBRULE 34.4</b> <u><b>FERTILIZERS OR FERTILIZER MATERIALS:</b></u> N.O.S., in bags (1) When in unitized or palletized loads of not less than 1000 Kilos to permit	5.33	23.11 (1) 11.07	22.20	<b>408</b>

**ISSUED: JULY 1, 1997**

**EFFECTIVE: AUGUST 1, 1997**



**SECTION 4 - SCHEDULE OF RATES**

**CORRECTION #25**

COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING	ITEM NO.
<b>ITEM 409</b> <b>FMC SUBRULE 34.4</b>				<b>409</b> <b>A</b>
<u><b>FROZEN MEAT, POULTRY, FISH &amp; DAIRY PRODUCTS:</b></u>				
In package (per ton of 1000 Kilos gross weight).	5.33	25.18	19.56	
<b>ITEM 410</b> <b>FMC SUBRULE 34.4</b>				<b>410</b> <b>A</b>
<u><b>FRUITS, VIZ:</b></u>				
Canned (See Item 404)				
Dried, N.O.S.....	5.33	29.96	24.15	
Dried, N.O.S., in carton or cases.....	5.33	33.39	26.15	
Fresh, N.O.S., in barrels, boxes, carton or crates.....	5.33	20.95	21.11	
Frozen, N.O.S., (per ton of 1000 Kilos gross weight).....	5.33	30.35	35.96	
<b>ITEM 411</b> <b>FMC SUBRULE 34.4</b>				<b>411</b> <b>A</b>
<u><b>IRON OR STEEL, VIZ:</b></u>				
Articles, N.O.S.....				
In pieces, bundles or coils, not less than 1000 kilos .....	5.60	28.93 (1)	21.06	
Bars, Billets, Blisters, Blooms, Ingots, Pigs or slab.....	5.33	16.86	11.22	
Wire, fencing and netting, in rolls.....	5.33	16.86	11.22	
(1) When unitized or palletized for mechanical loading or unloading, in units of not less than 1000 Kilos rate will be \$7.82 per 1000 Kilos.	5.33	42.12	29.06	
<b>ITEM 412</b> <b>FMC SUBRULE 34.4</b>				
<u><b>LIGNIN PITCH:</b></u>				
Dry, in bags.....				<b>412</b> <b>A</b>

	5.33	19.08	19.08	
<b>ISSUED: JULY 1, 1997</b>		<b>EFFECTIVE: AUGUST 1, 1997</b>		



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**SECTION 4 - SCHEDULE OF RATES**

**CORRECTION #26**

COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING	ITEM NO.
<p><b>ITEM 413</b>  <b>FMC SUBRULE 34.4</b></p> <p><b><u>LUMBER &amp; LUMBER PRODUCTS, VIS:</u></b>  <b>(see notes)</b></p> <p>Ex water, loaded overside..... 3.79            Ex dock..... 7.18            Unloading from trucks or rail direct to cold deck..... 6.69</p> <p>Bolts, cants or Peelers - Softwood..... 7.18            Logs, Hardwood (2)..... 7.18            Lumber, per 1000 FBM:                Hardwood, N.O.S. (2)..... 3.86                Softwood, N.O.S..... 3.86</p> <p>Pilings, Poles or Posts (3)..... 7.18</p> <p>Plywood, veneered wood or wood hardwood, per 1000 Kilos..... 3.90            26.58            16.29</p> <p>Banded on skids for mechanical handling..... 17.91</p> <p><b>NOTES:</b></p> <p>(1) Rates are per 1000 FBM, scribner scale, unless otherwise specified.</p> <p>(2) When hardwood lumber or logs are manifested per weight, the following ratios will be used to determine the FBM:                Lumber - 3 1/2 lbs. per FBM                Logs - 8 lbs. per FBM (Scribner Scale)</p> <p>(3) Wharfage rate may be quoted at \$.04 per lineal foot at option of terminal operator.</p> <p>(4) Rates and charges for services not specifically provided above, will be charged at Man-Hour and Equipment rates must be furnished by customer.</p>				<p><b>413</b>  <b>A</b></p>

**ISSUED: JULY 1, 1997 EFFECTIVE: AUGUST 1, 1997**



**SECTION 4 - SCHEDULE OF RATES**

**CORRECTION #27**

COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING	ITEM NO.
<p><b>ITEM 414</b>  <b>FMC SUBRULE 34.4</b>  <u><b>METALS, VIZ:</b></u>            Copper, Lead, Zinc            Articles, N.O.S.....              Bars, Blister, Ingots, Pigs or Slabs.....            (1) When in unitized or palletized loads for mechanical loading and unloading, rate will be \$9.03 per 1000 Kilos.</p>	<p>5.60  5.33</p>	<p>27.42  (1) 17.64</p>	<p>23.19  16.07</p>	<p><b>414</b> <b>A</b></p>
<p><b>ITEM 415</b>  <b>FMC SUBRULE 34.4</b>  <u><b>ORES AND CONCENTRATES, N.O.S.</b></u>            In packages.....            (1) When in unitized or palletized loads for mechanical loading or unloading in units of not less than 1000 Kilos rate will be \$8.73 per 1000 Kilos.</p>	<p>5.33</p>	<p>(1) 20.75</p>	<p>19.34</p>	<p><b>415</b> <b>A</b></p>
<p><b>ITEM 416</b>  <b>FMC SUBRULE 34.4</b>  <u><b>PAPER AND PAPER PRODUCTS, VIZ:</b></u>            N.O.S.....            Boards, Viz:            Boxboard Kraft Paper Strawboard            Cardboard Linerboard Tagboard            Chipboard Paperboard Wastepaperboard            Fibreboard Pressboard Woodpulpboard            Not corrugated, in bundles, packages or rolls.....            (1) When commodities are loaded to rail cars at shipper's premises on lift board, pallets, skid platforms, or units which may be transported to ship's tackle intact without boarding, reboarding, or requiring the use of manual labor, the car unloading charge will be \$8.21 per ton of 1000 kilos.  <b>(Cont'd)</b></p>	<p>3.17       2.38</p>	<p>16.07       (1) 13.84</p>	<p>13.84       9.61</p>	<p><b>416</b> <b>A</b></p>





Petroleum gases, liquid, in containers.....	5.33	33.40	26.33	
Petroleum Wax, not including Petroleum Jelly				
<b>ISSUED: JULY 1, 1997    EFFECTIVE: AUGUST 1, 1997</b>				



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**SECTION 4 - SCHEDULE OF RATES**

**CORRECTION #29**

COMMODITY	WHARFAGE	LOADING & UNLOADING	HANDLING	ITEM NO.
<p><b>ITEM 419</b>  <b>FMC SUBRULE 34.4</b></p> <p><b><u>PULP:</u></b></p> <p>Pulp, paper or wood (except screening, tailings or wetlaps) in compressed bales.....</p> <p>1 When unitized or palletized, properly arranged and stowed for mechanical loading or unloading.</p> <p>2 <b><u>VOLUME INCENTIVE</u></b></p> <p>When, in any calendar year, pulp from a single manufacturer moves through the terminal, wharfage will be assessed an annual through-put as follows:</p> <p>0 to 8,000 Kilo tons - \$1.77 per ton        8,001 to 24,000 Kilo tons - \$1.07 per ton        24,001 to 40,000 Kilo tons - \$0.82 per ton        40,001 Kilo tons and over - \$0.57 per ton</p>	<p>(2)          2.21</p>	<p>14.15          (1)          10.62</p>	<p>11.06          (1)          8.76</p>	<p><b>419</b>  <b>A</b></p>
<p><b>ITEM 420</b>  <b>FMC SUBRULE 34.4</b></p> <p><b><u>VEGETABLES, VIZ:</u></b></p> <p>Canned (See Item 404)          Dried, in bags or cartons.....</p> <p>Frozen, N.O.S. (per ton of 1000 Kilos gross weight).....</p>	<p>5.33          5.33</p>	<p>26.92          31.80</p>	<p>22.19          37.87</p>	<p><b>420</b>  <b>A</b></p>
<p><b>ITEM 421</b>  <b>FMC SUBRULE 34.4</b></p> <p><b><u>VEHICLES:</u></b></p> <p>Automobiles, discharged from auto carriers, rate per vehicle.....</p>	<p>6.20</p>			<p><b>421</b>  <b>A</b></p>

**ISSUED: JULY 1, 1997**

**EFFECTIVE: AUGUST 1, 1997**



**PORT OF BELLINGHAM**  
*Washington State, USA*

**TERMINALS TARIFF NO. 700**

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**SECTION 5 - CAR BARGE FACILITY**

**CORRECTION #36**

**ITEM 500  
 FMC SUBRULE 34.5**

**500**

**APPLICATION:**

Except as may be otherwise provided under Items in this Section, the rules and regulations published elsewhere in this Tariff apply.

**ITEM 501  
 FMC SUBRULE 34.5**

**501**

**COLLECTION OF CHARGES:**

Charges, when not absorbed by carriers, are due from the owner of the freight.

**ITEM 502  
 FMC SUBRULE 34.5**

**502**

**CONDITIONS GOVERNING TRANSFER OR RAILROAD CARS:**

Vessels are required, at their own expense, to, in loading, furnish and make fast any securing devices required on vessel and discharging vessel, release and clear any such securing devices

**ITEM 503  
 FMC SUBRULE 34.5**

**503**

**TRANSFER CHARGES:**

**Rates**

Per rail car, See notes (1) & (2).....	\$ 90.00	<b>A</b>
Vehicles, on wheels, treads or tracks, driven on or off barge.....	\$ 86.16	
Car Barge Facility use only (3).....	\$150.00	

**Notes:**

- (1) Charge applies between Port interchange track and barge.
- (2) Charge does not include demurrage or per diem expense.
- (3) Charge applies to an oversized, single vehicular transfer with 10 or more axles.

**ISSUED: OCTOBER 30, 1998**

**EFFECTIVE: DECEMBER 1, 1998**



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*Washington State - USA*

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**SECTION 6 - CONTAINERIZED CARGO      CORRECTION #30**

COMMODITY	WHARFAGE	HANDLING	ITEM NO.
<b>ITEM 600</b> <b>FMC SUBRULE 34.6</b>  <u><b>CONTAINERIZED CARGO</b></u>  Per TEU loaded or empty	\$28.00	See Note	<b>600</b> <b>A</b>

**NOTE: HANDLING RATES**

**Per Container**

Loaded or empty handling from inland conveyance to  
 or from Container Freight Yard ..... \$37.00

Handling from Container Freight Yard to ships tackle..... \$47.00

**NOTE 2:**

Includes services related to receipt, delivery, checking, care, custody, and control of intact containers required in the transfer of containers between container yard and shippers, consignees, their agents or connecting carriers.

**ISSUED: JULY 1, 1997**

**EFFECTIVE: AUGUST 1, 1997**



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**SECTION 7 - VESSEL OILY WASTE OR GARBAGE DISPOSAL**

**CORRECTION #**

**ITEM 700**  
**FMC Subrule 34.7**

**ITEM 700**

**CONDITIONS COVERING:**

Vessels which find it necessary to discharge oily waste or garbage at the Port of Bellingham shall contact the Manager of Marine Terminals office for the name of oily waste or garbage haulers who will be permitted by the Port to provide equipment and operate at the Port facility to receive, haul and dispose of oily waste or garbage. The vessel shall arrange directly with the oily waste or garbage hauler for such services & equipment. Payment of charges for the services and equipment provided by the oily waste or garbage hauler will be made directly to the oily waste or garbage hauler by the vessel, its agent, charterer or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler is not an agent or employee of the Port of Bellingham, nor shall the Port of Bellingham be liable for any act, omission or negligence of any such oily waste or garbage hauler. Rates and charges assessed vessels by the Port of Bellingham. The discharge by a vessel of oily waste or garbage at the Port of Bellingham shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and Local regulations.

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**



**SECTION 8 - CONDITION OF BERTH RESERVATION**

**CORRECTION #**

**ITEM 800**

**ITEM 800**

**APPLICATION FOR BERTH RESERVATION**

Reservation of a berth is requested at Port of Bellingham

By: \_\_\_\_\_ Of: \_\_\_\_\_ On: \_\_\_\_\_  
(Authorized Individual) (Agency Firm) (Date)

For: \_\_\_\_\_ Owned or/  
Operated By: \_\_\_\_\_  
(Vessel Identification) (Firm)

To Present on: \_\_\_\_\_ As Voyage No. \_\_\_\_\_  
(Estimated Hour/Date)

For Loading of: \_\_\_\_\_  
(Description of Commodities/ (Quantity)  
No. of Containers)

To Discharge of: \_\_\_\_\_  
(Description of Commodities/ (Quantity)  
No. of Containers)

To Depart On: \_\_\_\_\_ As Voyage No. \_\_\_\_\_

Vessel Length Overall: \_\_\_\_\_

=====

**NOTES AND CONDITIONS**

Application for Reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port Tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth reservations.

-----

**For Port Use Only**

Application Received: By: \_\_\_\_\_ Time/Date: \_\_\_\_\_

Application Approved: By: \_\_\_\_\_ Time/Date: \_\_\_\_\_

Berth Assigned: \_\_\_\_\_ Vessel ETA Confirmed: \_\_\_\_\_

Special Crane or Cargo Handling Equipment Required: \_\_\_\_\_

**ISSUED:**

**EFFECTIVE:**



**SECTION 8 - CONDITION OF BERTH RESERVATION**

**CORRECTION #**

**ITEM 801**

**ITEM 801**

**SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION**

Vessel: \_\_\_\_\_ ETA: \_\_\_\_\_ ETD: \_\_\_\_\_

Vessel Owner/Line: \_\_\_\_\_

Vessel Charterer: \_\_\_\_\_

To Load: \_\_\_\_\_ To Discharge: \_\_\_\_\_

Terms of Affreightment: \_\_\_\_\_

Berth Desired: \_\_\_\_\_

**Note:** Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of affreightment for any other part of the cargo.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Pursuant to the Instructions set forth in Item 802 Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessel, and attest to the accuracy of the information provided to the extent set forth in Item 802, Paragraph C.

Date: \_\_\_\_\_ 19\_\_

\_\_\_\_\_  
(Berthing Agent)

By: \_\_\_\_\_

(as Agent only)

(Cont'd)

**ISSUED:**

**EFFECTIVE:**





**SECTION 8 - CONDITION OF BERTH RESERVATION**

**CORRECTION #**

**ITEM 801**

**ITEM 801**

**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth reservation dated \_\_\_\_\_, 19\_\_\_\_, the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservations, in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

CATEGORY OF PORT CHARGES LINE ITEM(S)                      No. \_\_\_\_\_

By: \_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Signature)

**Note:** Pursuant to Port of Bellingham Tariff Item 105, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.



**SECTION 8 - CONDITION OF BERTH RESERVATION**

**CORRECTION #**

**ITEM 802**  
**FMC Subrule 34.8**

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**CONDITIONS OF BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Incl, et al., Port of Anacortes, et al., and tariff Item 105 in Port of Bellingham Tariff No. 700), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where 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% of the estimated applicable charges will be required to 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, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party 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 party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
1. That party responsible has established credit worthiness acceptable to the Port; or
  2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
  3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of berth ("berthing agent") shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the reverse of the reservation form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent shall, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.
- (D) Should the berthing agent, subsequent to submission of this 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, should promptly file an amended Supplement to the Application for Vessel Berth Reservation with the Port.



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**SECTION 8 - CONDITION OF BERTH RESERVATION**

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**CONDITIONS OF BERTH RESERVATION** - (Cont'd)

- (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
- (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
  - 1. Its approval 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 thereof.
- (G) In addition to the terms and requests for berth reservation all assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

**ISSUED: DECEMBER 01, 1993**

**EFFECTIVE: FEBRUARY 01, 1994**