

**JACINTOPORT TERMINAL
PORT OF HOUSTON, TEXAS
TARIFF NO. 001**
Effective January 1, 2014
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ORIGINAL TITLE PAGE

Jacintoport International, LLC.

This operator schedule is published pursuant to section 8(f) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and the regulations of the Federal Maritime Commission (Title 46 Code of Federal Regulations Part 525). The rules, rates, regulations, and/or charges set forth in this operator schedule shall apply to marine terminal services provided by Jacintoport International, LLC (hereinafter referred to as "Jacintoport") at the port location of:

**16398 Jacintoport Boulevard
Houston, Texas 77015
Telephone: (713)-673-7000**

TARIFF NO. 001

**RATES, RULES, AND REGULATIONS GOVERNING THE JACINTOPORT TERMINAL
ISSUED BY: Richard Spohn, Seaboard Marine Ltd.**

TABLE OF CONTENTS

DEFINITIONS.....	2
EXPLANATION OF SYMBOLS AND ABBREVIATIONS:	5
GENERAL RULES AND REGULATIONS	6
JACINTOPORT TERMINAL	7
BERTHING	9
RAIL SERVICES.....	11
VESSEL OPERATIONS	12
HEALTH AND SAFETY WHILE ON JACINTOPORT PREMISES	15
SECURITY	16
INSURANCE REQUIREMENTS.....	18/21
Insurance Requirements:	18/19
Indemnity and Hold Harmless Agreement: Waiver of Liability and Hold Harmless Agreement	20
Request For Insurance Coverage Waiver: Insurance Coverage Waiver request	21
ADMINISTRATION AND ACCOUNTING	22
PORT OF HOUSTON AUTHORITY FEE SCHEDULE	23
JACINTOPORT SERVICES AND FEE SCHEDULE.....	24/33
Receiving, Unloading and Handling Charges:	24/25
WAREHOUSING	246
STEVEDORING	27
TERMINAL STORAGE.....	27
ADDITIONAL SERVICES:	27/33

DEFINITIONS:

All terms and abbreviations used in this tariff are subject to the definitions set by the Port of Houston Tariff No. 8, section one, unless otherwise specified in this tariff.

AGENT OR VESSEL AGENT:

The vessel agent is the agent for the vessel owner or the vessel cargo and as such, all Port charges will be submitted to the vessel agent who shall be responsible to the Port for prompt payment.

CHASSIS:

Skeletal equipment, flatbed, or other vehicle furnished by ocean carrier for transport of its containers.

CONTAINERS:

A single rigid, Intermodal dry cargo, insulated, refrigerated, flat rack, liquid tank, or open-top container within the size lengths, inclusive of but not limited to, 20', 40', 45', demountable, without wheels or chassis attached, furnished or approved for transportation of commodities aboard vessels. It must meet ISO standards and have construction, fittings, and fastenings compatible with lift beams and able to withstand, without permanent distortion, all of the stresses that may be applied by container lifting and handling equipment, consistent with the safety requirements of CSC plates (Convention for Safe Containers).

BERTH:

The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked. For the purposes of this tariff, Berth shall specifically apply to Berth 1, Berth 2 and Berth 3 which are controlled by the Port of Houston Authority and adjoining the Jacintoport terminal facility.

CUSTOMER:

Party recognized by Jacintoport International, LLC to have rights to use the Jacintoport site for Jacintoport services described in this tariff or contract.

DAY:

A twenty-four (24) hour period, or any fraction thereof, beginning at 12:01 A.M.

DOCKAGE:

A charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, bank, or moored to another vessel so berthed.

EXECUTIVE DIRECTOR:

The person authorized by the Port Commission of the Port of Houston Authority to act and perform and discharge all of the duties, powers and functions that the chief executive officer, executive director and general manager of the Port of Houston Authority is, or may be, authorized to perform, by law or by the direction of the Port Commission.

EXPORT CARGO:

Cargo received at the port for loading on a vessel for transportation or shipment to a foreign or domestic port or destination from a rail, vessel or motor carrier.

FREE TIME:

The specified period of time during which cargo may occupy space assigned to it on all Port owned or leased or controlled property free of storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel.

HANDLING:

The service of physically moving cargo between point of rest and another place on property owned, leased or controlled by the Port, other than the end of ship's tackle.

IMPORT CARGO:

Cargo received at the port from a foreign or domestic port or origin, discharged from a vessel, and to be loaded to rail, vessel, or motor carrier.

IN-TRANSIT:

Cargoes received against a mode of conveyance with a scheduled departure considered to be in the stream of commerce.

LAY DAYS:

The definition of a lay day is a Jacintoport non-cargo working day.

LOADING AND UNLOADING:

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

POINT OF REST:

A point or area within the terminal which is designated for cargo or equipment to be placed and held for movement to or from a vessel or domestic motor carrier or rail.

PORT:

Berth 1, Berth 2 and Berth 3 adjoining the Jacintoport terminal facility and under the jurisdiction of the Port of Houston Authority

PUBLIC AREAS:

Those areas within the Port of Houston which have not been exclusively leased by the Port of Houston Authority of Harris County, Texas, the "Port of Houston Authority", to another entity.

STORAGE:

A charge assessed on cargo which remains in leased or owned transit sheds, warehouses or on other leased Port facilities or properties after free time.

STRAIGHT TIME ("ST"):

The rates provided herein are for work performed during the hours of 8:00 a.m. to 12:00 noon and from 1:00 pm to 5:00 pm, Monday to Friday unless otherwise specifically stated. All holidays specified in the tariff shall be excepted. Services provided by Jacintoport for the convenience of any User outside the afore-mentioned hours and service performed on Saturdays, Sundays and holidays shall be subject to a surcharge on the applicable rate.

TERMINAL DEMURRAGE:

A charge assessed for providing storage of containers in or on terminal, rail facilities or other Jacintoport owned or leased property after the expiration of free time.

TRANSIT SHED:

A building located on or near a pier or wharf used for short-term storage of cargo in transit.

USER:

Any merchant, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, stevedore, container or chassis lessor, cargo owner or any agent, contractor or representative of the afore-mentioned persons who use or benefit from use of the terminal.

WAREHOUSE:

A general term describing an enclosed facility whose primary function is to provide storage of goods. For the purposes of this tariff the term Warehouse shall be used to describe the stopping of cargo while in-transit to or from an ocean vessel utilizing the services of the Jacintoport terminal and placing it into temporary storage before continuing its journey to its ultimate destination.

WHARFAGE:

A charge assessed against all cargo, inbound or outbound passing or conveyed over, onto, through (pipeline), or under wharves and the transit sheds built thereon or between vessels (to or from barge, lighter, or water) when berthed at a wharf or when moored in a slip adjacent to a wharf including mid-stream operations.

WHARVES, PUBLIC:

Wharves and facilities owned or operated by Port of Houston Authority to which the shipping public has access.

WHARVES, PRIVATE:

Wharves not operated by Port of Houston Authority and restricted to handling business of the private operators under agreement with the Port of Houston Authority.

EXPLANATION OF SYMBOLS AND ABBREVIATIONS:

- (C) Denotes Change in Wording
- (A) Denotes Increase in Charges
- (I) New or Initial Matter
- (R) Denotes Decrease in Charges
- (*) Denotes New Provision
- (**) Denotes Deletion of a Provision
- (***) Corrections Made Due to Error
- (E) Explanation

- MBM = 1,000 board feet. One MBM equals 2,265 C.M.
- MC = Measurement Cargo; Freight on which transportation charges are calculated on the basis of volume measurement (40 CUBIC FEET).
- ST = Short Ton (2,000 lbs.)
- NOS = Not Otherwise Specified.
- MT = Metric Ton 2,204.6 pounds or 1,000 kilograms.
- M = Meter 39.37 inches (approximately).

OVERTIME HOLIDAYS FOR JACINTOPORT:

- All Saturdays and Sundays are overtime days.
- Overtime Holidays are: New Year's Day, Martin Luther King, Jr. Day, Memorial Day (Observed), Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- Holidays falling on Saturday will be observed on the preceding Friday.
- Holidays falling on Sunday will be observed the following Monday.
- No work shall be performed on Labor Day and Christmas Day.

JACINTOPORT LABOR HOLIDAYS:

- As applied within this Tariff, the term "holidays" include the following named days:
- New Year's Day, Martin Luther King's Birthday Day, Good Friday, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- Holidays falling on Saturday will be observed on the preceding Friday.
- Holidays falling on Sunday will be observed the following Monday.
- No Work shall be performed on Labor Day and Christmas Day.

GENERAL RULES AND REGULATIONS

CONSENT TO TERMS OF TARIFF:

The use of Jacintoport's terminal facilities shall constitute consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners and agents or other Users of such port facilities to pay all charges specified herein and be governed by all rules and regulations shown in this tariff.

INTERPRETATION OF TARIFF:

The interpretation of this tariff shall be the responsibility of Jacintoport International, LLC and exception to such interpretation shall be resolved in accordance with FMC regulations and Texas law.

TARIFF CHANGES:

All rates, rules, and regulations, as set forth in this tariff, are subject to change without notice except as required by law.

COMPLAINTS:

All protests or complaints of any type whatsoever must be addressed to the Jacintoport General Manager or designee, in writing.

ENFORCEMENT OF LAW, RULES, AND REGULATIONS:

Except in those cases where the duty is specifically imposed upon some other officer or employee of Jacintoport or the Port of Houston Authority it shall be the duty of the Jacintoport General Manager or designee to enforce applicable law, rules, and regulations, including but not limited to the provisions of this tariff.

LOAD LIMITS:

Load limits in this item are the maximum allowed "dead load" in transit sheds and on docks of Jacintoport. Special lifts may be accommodated with an engineered lift plan which must be approved in advance by the Jacintoport General Manager. All users are required to adhere to these limits and are liable for their failure to do so.

All cargoes that approach these maximums must be approved in advance by the Jacintoport General Manager or designee before being placed in transit sheds or upon wharves.

Unless otherwise defined herein or agreed, in writing, the maximum allowed dead load shall be 70,000 pounds.

UNDELIVERED CARGO AND EQUIPMENT:

Cargo and/or equipment which is Customs released and undelivered or remains on the terminal beyond applicable free time, may at the option of the terminal operator, be placed in public storage at the risk and expense of the goods. Transfer charges to storage will be assessed at the applicable rate plus the administrative fee.

Cargo and/or equipment remaining on the terminal in excess of thirty (30) days and without prior written consent from Jacintoport will be considered as abandoned, and may be sold for collection of storage, demurrage and any other charges due to Jacintoport. Registered notification will be sent to the owner (if location is known) of record ten (10) days before such sale. Any monies received in excess of the charges due, will be returned to the person who can provide title to the goods if claimed within three months of the mailed notice and if not claimed within this time period may be retained by Jacintoport.

NOTIFICATION OF LOSS OR DAMAGE:

Notice of loss or damage to cargo or equipment must be submitted in writing to Jacintoport at the time of removal of goods. If loss or damage is not apparent, then notice must be given within three (3) days of delivery. Failure to notify Jacintoport of any loss or damage within this time period shall be deemed a release of any claim for loss or damage to cargo or equipment.

In any event, Jacintoport shall be discharged from all liability for loss or damage to cargo or equipment unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered.

FORCE MAJEURE:

Jacintoport is not responsible and shall not be held liable for any consequences or claims arising from any act of God, including but not limited to storms, hurricane, flooding, earthquakes or fires or similar disasters or from any stoppage of work or delays occasioned by strike, slowdown, government restraints, war or hostilities, civil unrest, embargoes, machine breakdown, road closures, shortage of power supply, or any other cause beyond the control of Jacintoport.

JACINTOPORT TERMINAL

TERMINAL LOCATION:

Designated area identified by the Port of Houston Authority as the Jacintoport terminal facility ("Terminal") with primary administrative office at 16398 Jacintoport Boulevard, Houston, Texas 77015. This property and associated facilities constitute the "leased properties" of Jacintoport International, LLC from the Port of Houston Authority hereinafter referenced as the Port of Houston Authority Leased Properties.

JURISDICTION:

The Port Commission of the Port of Houston Authority has jurisdiction over and control of the use of the Houston Ship Channel from its beginning in Galveston Bay to the Turning Basin, at Houston, Texas, and all navigable streams tributary thereto in Harris County, Texas, hereinafter called waterways; and jurisdiction over and control of the use of all wharves, sheds, warehouses, freight handling machinery and equipment, the grain elevator operated as the Houston Public Elevator, and all other property, equipment, and facilities owned and operated by it, hereinafter called facilities, and has the power to regulate and fix charges for the use of such waterways and facilities.

Jacintoport International, LLC has exclusive lease rights on property, facilities and freight handling equipment and machinery to conduct proprietary, public or marine terminal services on the Jacintoport Terminal as designated by the Port of Houston Authority.

TERMINAL OPERATING HOURS:

The normal Terminal and Gate working hours are from 8:00 am to 4:00 pm for cargo delivery and from 8:00 am to 4:30 pm for cargo pickup., Monday through Friday, holidays excepted. When any type of terminal services is required, outside of the recognized straight time working hours stated, prior arrangements must be made with Jacintoport, and schedule of non-normal working hour rates plus applicable minimum labor guarantees will be charged.

USE OF TERMINAL SERVICES, DEEMED ACCEPTANCE:

The use of wharves, facilities and/or services at the Terminal shall be deemed complete acceptance of this tariff and the terms and conditions contained herein, as from time to time amended.

Jacintoport may subcontract all or any portion of the terminal services at its discretion and without notice, including without limitation to related/affiliated entities, with all benefits, defenses, exceptions, immunities and limitations upon liability set forth in this tariff to remain applicable whenever a claim is made against Jacintoport and/or any servant, agent, contractor or any whose services have been used to perform terminal services or otherwise respecting the goods.

HOLD HARMLESS AGREEMENT:

- A. Any person or firm whose product is handled and/or stored by Jacintoport in or on any of the facilities or premises owned and/or operated by Jacintoport agrees that it shall occupy the Jacintoport Terminal premises at its own risk and shall indemnify Jacintoport against any events, loss, cost, damage, claim, action, or liability paid, suffered, or incurred as a result of any use of Jacintoport's premises or as a result of such handling or storing of its product by its agents, servants, employees, customers, visitors, or licensees of any kind, including without limitation, use or occupancy of the Jacintoport's premises or of the carelessness, negligence, or improper conduct of Jacintoport, its agents, servants, employees, customers, visitors or licensees.
- B. The User covenants and agrees, at its expense, to pay and to indemnify and save Jacintoport, and each member, officer, employee thereof, individually, harmless of, from and against any and all claims, damages, demands, expenses, and liabilities (of any character or nature whatsoever regardless of by whom imposed), and losses of every conceivable kind, character, and nature whatsoever (including, but not limited to, claims for loss or damage to any property or injury to or death of any person) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the work to be done, handling and/or storing of the Company's commodity. The User also covenants and agrees, at its expense, to pay, and to indemnify and save Jacintoport and each member, officer, and employee thereof, and its Executive Director or designee and all costs, reasonable counsel fees, expenses, and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action of proceeding is brought against any of the aforesaid parties by reason of any such claim or demand, the User shall, upon notice from Jacintoport, resist and defend such action or proceeding on behalf of Jacintoport. The User also covenants and agrees, at its expense, to pay and to indemnify Jacintoport, and each member, officer and employee thereof, individually, from and against, all costs, expenses, and charges in connection with the performance of its obligations hereunder or in the enforcement of the provision hereof, including, without limitation, reasonable counsel fees.

C. No provisions in this tariff shall limit or relieve Jacintoport from liability for its own negligence, nor require any persons, vessels or lessees to indemnify or hold harmless Jacintoport from liability for its own negligence.

TERMINAL ACCESSIBILITY:

1. Highway access: Interstate 10 and Beltway 8
2. Rail access: Burlington Northern Santa Fe, Union Pacific, Kansas City Southern via Port Terminal Railroad Association rail switching service
3. Channel access: Galveston Bay

AUDIT OF MANIFEST:

The Port of Houston Authority reserves the right to audit all manifests and to use such audits as a basis for calculating charges due the Port of Houston Authority. Manifest(s) will be presented to the Port of Houston Authority upon request, and any and all discrepancies found are subject to re-invoicing by the Port of Houston Authority.

PORt DIRECTIVES:

The Port of Houston Authority Executive Director may issue Port Directives that impact operations and activities within Port of Houston or within or upon the Houston Ship Channel as the Executive Director deems necessary and prudent, together with the fixing of terms and conditions where appropriate and take such enforcement action that is deemed appropriate.

BERTHING

APPLICATION FOR BERTH AND RESPONSIBILITY FOR CHARGES LOSS OR DAMAGE:

Vessels, tugs, barges, their owners, or agents, desiring a berth at any Jacintoport berth, shall file a [Berth Application and Acceptance of Financial Responsibility](#) form specifying the date of docking, sailing, and the nature and quantity of cargo to be handled; application for berth to be made to the Port of Houston Authority, Deputy Executive Director, Operations or his designee. As a part of its application for berth, the Vessel shall advise the Port of Houston Authority of the protection and indemnity association (P & I Club) which affords the Vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage and shall also advise the Port of Houston Authority of the nature, amount, and current status of unpaid claims or liens against the Vessel, whether arising in or outside the United States, or state that no such unpaid claims or liens exist. The [Port of Houston Authority Tariff No. 8](#) defines and governs the requirements for acceptance to Berth. Notwithstanding any of the requirements from the Port of Houston Authority, Jacintoport reserves the right of preferential berthing for designated ocean carriers that may impact the availability of one or more requested berths. The Port of Houston Authority and Jacintoport International, LLC shall jointly determine the availability of the requested berth.

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

Vessels, tugs, barges, their owners, or agents that fail to file a Berth Application and Acceptance of Financial Responsibility will not be granted a berth. If the vessel, tug, or barge ties-up to the Port of Houston Authority's wharf, pier or dock and it is discovered that a Berth Application and Acceptance of Financial Responsibility was not applied for, the vessel, tug, barge, their owner or agent can be ordered off and the vessel, tug, or barge will be assessed full dockage.

Vessels, tugs, barges, their owners, or agents desiring a berth at any public wharf will be subject to all rules and regulations under 33 CFR Parts 101 through 106, Chapter I, Subchapter H – Maritime Security/Homeland Security.

Vessels are only authorized to berth at those berths stipulated in the berth assignment. Applications for berths will be construed by the Port of Houston Authority to mean that all charges as shown in its tariff, or by supplement thereto, or issued in letter form by the Port of Houston Authority will promptly be paid upon presentation of the Port of Houston Authority's invoice that all vessels and other users of Port of Houston Authority facilities shall comply with all rules and regulations. It shall not be incumbent upon the Port of Houston Authority to have invoices for port charges signed by masters of vessels following request by a recognized steamship agent for berthing space.

RIGHT TO DOCK:

The Port of Houston Authority reserves the right to refuse to allow vessels the use of the public or private wharves or mooring clusters.

BERTH(S), VACATING OF:

The Port of Houston Authority may order a Vessel to vacate a berth, to change berths, or to shift position at a wharf when (1) ordered by the Port of Houston Authority, Deputy Executive Director, Operations or his designee; (2) the Vessel is not actually engaged or is no longer engaged in loading or discharging cargo; (3) another Vessel holding an agreement granting the preferential use of that berth at that time presents itself at the berth; (4) the Vessel's presence presents a potential hazard to the berth, the Port of Houston Authority's facilities, or the property or persons of others; (5) the Vessel is performing shipyard maintenance or repair or the Vessel's maneuverability is impaired; or (6) there exists any other cause that in the reasonable discretion of the Port of Houston Authority requires the berth to be vacated. Vessels occupying a berth, not working and refusing to work maximum capacity must, if directed by the Port of Houston Authority, vacate the berth (at vessel's expense) if another vessel requests the berth. The vessel requesting the berth must work maximum capacity.

Any Vessel failing to vacate its berth within the time ordered shall be subject to payment of additional dockage charges as defined in the Port of Houston Authority Tariff No. 8. If legal action is required to remove any Vessel which fails to vacate a berth when so ordered by the Port of Houston Authority, the Vessel shall be liable for, and shall pay, all legal expenses, including reasonable attorneys' fees.

LINES REQUIRED AT WHARF:

It shall be prohibited for any person to make fast any vessel to any public wharf or mooring facility except with such lines and in such manner which meet accepted good marine practice. The Executive Director or his designee has the right to order any vessel re-secured to any public wharf or mooring facility which does not meet accepted good marine practices at the owner's expense.

TO USE ONLY MOORING FACILITIES PROVIDED:

It shall be prohibited for any person to make fast any line, rope, or mooring to any wharf, landing, shed, or to any pile or poles supporting same, or to any dolphin or fender pile, except to the mooring piles, mooring bitts, or rings provided for such purpose. All mooring and unmooring evolutions shall be accomplished using good marine practice.

USE OF DOLPHINS OR WHARVES IN TURNING:

It shall be prohibited for any vessel, or any person in charge of any vessel, to use any dolphin or mooring bitts of any wharf (or structure) to brake or swing such vessel at any wharf with any part of such vessel against the wharf.

USING LINES TO CHECK SPEED:

It shall be prohibited for any vessel, or any person in charge of any vessel, to make fast or cause to be made fast, any lines to any mooring cluster, bollard, mooring bitt, or cleat, or any part of the public wharf structure, for the purpose of checking speed of vessels.

RIGHT TO REFUSE CARGO, CONTAINER, OR EQUIPMENT:

Jacintoport reserves the right to refuse cargo, container or equipment, without responsibility for demurrage, loss, or any liability, consequential or otherwise. Jacintoport also reserves the right to refuse to accept, receive, or load cargo, container or equipment or to permit vessel to load or discharge cargo, containers, or other equipment for any reason in Jacintoport's sole discretion.

REPORTS REQUIRED FROM TOWING COMPANIES AND OTHERS:

The owner, agent, or operator of any watercraft engaged in the towing or transportation of any commodities that tie-up, make fast, or hold against any wharf, pier, or property owned, and/or under the control of the Port of Houston Authority is subject to [Port of Houston Authority Tariff No. 8](#), including but not limited to berth applications and docking charges. Failure to comply will subject the owner, agent, or operator concerned to the conditions prescribed in the referenced tariff.

RAIL SERVICES

RAILCAR SPOTTING PROCEDURES AND DEMURRAGE:

Once Jacintoport International, LLC is notified by Port Terminal Railroad ("PTRA") or any other railroad company that cars have arrived at Port of Houston and are constructively placed by PTRA for delivery into Jacintoport for loading or discharge, Users can be charged storage charges for each rail car per day or fraction thereof following date of constructive placement by PTRA.

All railcar billing must be billed as "Jacintoport terminal". Jacintoport shall have the right to invoice the Customer for all demurrage charges presented by PTRA as a result of incorrect rail billing. Jacintoport shall not, under any

circumstances, be liable for demurrage. Rail cars improperly billed will not be accepted by the Jacintoport and will be returned to the railroad. Reference the PTRA tariff for the assessment per day per railcar from the date the railcar is placed at the PTRA rail drop until properly interchanged to a terminal.

RAILCAR SWITCHING:

Railcars that are requested by the Customer to be moved within the Jacintoport terminal shall be charged \$210.00 per railcar for the movement within the facility under the control of Jacintoport International, LLC. Railcars must be positioned on the Port of Houston rail siding adjacent to the Jacintoport terminal access for such switching services to be performed.

When a railcar is obstructing another railcar with Jacintoport routing instructions there shall be a \$210.00 fee per obstructing railcar to move the obstructing railcar(s) out of the way so that the railcar with Jacintoport routing instructions can be successfully moved into the Jacintoport terminal.

RAILCAR STORAGE:

For storing railcars on Port of Houston Authority property see the [Port of Houston Authority Tariff No. 8](#).

For storing railcars on Jacintoport property following the expiration of free days, whether railcar is loaded or empty, shall be assessed a rate of \$185.00 per railcar per day or fraction thereof.

VESSEL OPERATIONS

Material contained in this Section are set forth by the Port of Houston Authority as defined in the [Port of Houston Authority Tariff No. 8](#) and subject to the changes prescribed therein. Users must consult the [Port of Houston Authority Tariff No. 8](#) for the most current application of these rules.

MOVING VESSELS TO PROTECT PROPERTY OR FACILITATE COMMERCE AND NAVIGATION:

Every vessel must, at all times, have on board at least one person in charge with authority to take such action in any emergency as may be demanded, and in the event it becomes necessary, in order to facilitate commerce or navigation, or for the protection of other vessels or property, that any vessel be moved, or the position thereof changed, the Executive Director or designee is hereby authorized and directed to order and enforce the removal of such vessel, at its own expense, to such place as may be directed; and it shall be prohibited for the master, owner, or agent of such vessel to fail, neglect, or refuse to obey any such order.

Upon the failure or refusal of the person in charge of such vessel to change the position thereof, as directed by the Executive Director or designee, it shall be the District's duty, to cause to be boarded such vessel with such assistance as may be necessary and to change the position thereof at the expense of such vessel.

DUMPING OF OIL OR REFUSE:

It shall be prohibited to throw, discharge, or deposit, or cause, suffer, or procure to be thrown, discharged or deposited, either from or out of any ship, barge, or other floating craft of any kind, or from the shore, wharf, manufacturing establishment, or mill of any kind, any refuse matter or other substance of any kind or description whatever into the navigable waters under the jurisdiction of the Port of Houston Authority; and it shall be

prohibited to deposit, or cause, suffer, or procure to be deposited material of any kind in any place, or on the bank of any navigable water, where the same might be washed into such navigable water, either by ordinary or high tides, or by storm or floods or otherwise, whereby navigation within the jurisdiction of the Port of Houston Authority shall or may be impeded or obstructed; provided, that nothing herein contained shall extend to, apply to, or prohibit operations in connection with the improvement of the Port, or the construction of public works considered necessary and proper by the Port; and provided, further, that nothing herein contained shall extend to, apply to, or prohibit the depositing of any material above-mentioned in such navigable waters within such limits as may be defined, and under such conditions as may be prescribed by the proper Engineer Officer of the United States Department of Defense.

It shall be prohibited for any person to pump, discharge, or deposit, or to cause or permit to be pumped, discharged or to pass or to allow to escape in or into the waters of the Port of Houston any oil, spirits, or inflammable liquid, or any coal tar, or refuse or residuary product of coal, or any petroleum, asphalt, bitumen, or other carbonaceous material or substance of any product or compound thereof, or any bilge water containing any of said materials or substances.

DISPOSAL OF OIL WASTE:

Under the provisions of Annex I of the International Convention for the Prevention of Pollution from Ships, known as MARPOL 73/78, and the regulations, Part 158 of Title 33 of the Code of Federal Regulations (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must provide adequate oily waste reception facilities. If desiring to discharge oily wastes, the vessel, her owners, and agents are responsible for selecting an inspected and approved company that meets USCG requirements for receipt of oily wastes and, further, are responsible for making the necessary arrangements for discharging wastes.

The USCG maintains a listing of approved transporters of oily wastes subject to the applicable regulations for the transfer of oil (33 CFR 154-156). Any inquiries should be directed to the Commanding Officer, Port of Houston.

DISPOSAL OF SHIP'S GARBAGE:

Marpol 73/78, Annex V, requires ports and terminals to provide for receiving ship originated garbage. Garbage is defined as "all kinds of victual, domestic, and operational waste, excluding fresh fish and parts thereof, generated during the normal operation of a ship and liable to be disposed of continually or periodically." "Medical wastes, hazardous wastes, and those wastes commingled with them that require special handling" also must be appropriately disposed.

Annex V further requires for proper disposal of "contaminated" garbage. Agencies of the U.S. Department of Homeland Security regulate these activities.

Vessel agents are responsible for making required arrangements for disposal of ship's garbage. A signed Berth Application for use of the Port's facilities is an acknowledgement of agent obligation. Agent is required to utilize a vendor currently holding a "Certificate of Adequacy" for a Reception Facility (COA) at the Port of Houston Authority.

The USCG issues a "Certificate of Adequacy for Reception Facility" to the Port of Houston Authority. Any inquiries should be directed to the Commanding Officer, Port of Houston.

CHUTES REQUIRED:

It shall be prohibited for any person to handle or transfer any ballast, stone, bricks, sand, rubbish, or other matter, or material that will sink, from any wharf to any vessel, unless a canvas or other chute contrivance is used in such a manner as will effectually prevent any part of such substance from falling into the water.

ELECTRIC CURRENT SUPPLY

Electric current normally will be supplied direct to Users by the electric service provider, except in cases where this would be impractical. In such cases, the Port of Houston Authority will attempt to supply electric current, pursuant to request to and arrangements with the Port of Houston Authority, Deputy Executive Director, Operations or his designee.

WHARF OBSTRUCTIONS:

Stevedore's tools, appliances, equipment, vehicles, or any other material including but not limited to unused or discarded dunnage materials and broken pallets or object which is not part of a cargo must be removed from wharves and wharf premises upon sailing of a vessel. If any such obstruction is not promptly removed as required herein, failure to comply with this item shall result in the application of penalties provided for in the Port of Houston Authority Tariff No. 8. After one notice to the stevedore company to clean and remove obstructions, Jacintoport reserves the right to clean and remove obstructions for vessel operations at the stevedores' expense plus a twenty-five (25%) administrative fee for cleaning and removal of obstructions.

RAT GUARDS:

All vessels, upon docking at general cargo docks shall immediately provide and install rat guards on all lines between the vessel and the dock. Rat guards must remain in place until vessels are ready to cast off their lines. Failure to comply with this item shall result in the application of penalties provided for in the Port of Houston Authority Tariff 008.

STORAGE OF EXPLOSIVES, GASOLINE, AND OTHER PETROLEUM PRODUCTS ON WHARVES:

The storing of gasoline, distillate of any liquid petroleum products, other than lubricating oil, or any automobile, truck, or mechanical appliances, in the sheds, warehouses, or upon the wharves or aprons, is prohibited. In the case of automobiles for shipment, all gasoline must be thoroughly drained from tanks and batteries disconnected before cars will be permitted to remain on the wharf, or in transit sheds. Trucks will be permitted on the wharf and in the transit sheds only for the purpose of lifting or discharging freight and must at all times be in charge of a competent operator. Gasoline or explosives will be permitted to remain on the wharf for a vessel under certain conditions, but shall not be permitted to be received on the wharf for a vessel overnight, nor shall the same be placed in close proximity to cotton, flour, rice, or other cargo subject to damage from same. Parking overnight of automobiles, trucks, or mechanical appliances in the sheds, warehouses, or other structures, including wharves is prohibited.

Any violation of this tariff item will cause the Port to remove item or items at total cost incurred at owner's expense plus a twenty-five (25%) administrative fee.

HEALTH AND SAFETY WHILE ON JACINTOPORT PREMISES

PROPER SAFETY APPAREL:

Users, employees, contractors, vendors, associates, and their agents will, at all times, while on Jacintoport premises follow Port of Houston Authority Health and Safety Rules and Regulations, including but not limited to wearing the proper safety apparel such as hard hats, safety reflective vests, and hard-toe foot protection. Jacintoport requires that all employees, customers, associates, vendors, contractors, lessees, laborers, stevedores, and their agents will act in conformity with the rules and regulations set forth in the [Port of Houston Authority Tariff No. 8](#), Section Two, Sub Rule Number 068 and other rules as established by Jacintoport.

SMOKING:

No person shall smoke or have an open flame in or around any buildings, structures, transit sheds, warehouses and terminal aprons or vessel berths. Smoking is only permitted in designated Smoking Areas as assigned by the Port of Houston Authority and as further restricted by Jacintoport.

GLASS CONTAINERS:

Glass containers are prohibited on all Port of Houston Authority premises.

TRAFFIC:

All operators of motor vehicles while on Jacintoport premises are subject to and shall comply with the traffic codes of the State of Texas which will be enforced at all times.

PARKING:

All employees, customers, associates, vendors, contractors, lessees, laborers, stevedores, and their agents shall park their vehicles in a manner that does not interfere with Jacintoport operations or jeopardize worker safety. Jacintoport reserves the right to direct vehicles to designated parking areas or have violator's vehicles towed from Jacintoport premises at owner's expense.

ALCOHOLIC BEVERAGES ON PREMISES:

Possessing, serving, or imbibing of alcoholic beverages at any time, by any persons, on Jacintoport premises is prohibited unless authorized under supervised written permission from the Jacintoport General Manager or Executive Director as part of a Jacintoport or Port Authority function.

DRUG-FREE WORKPLACE POLICY:

Jacintoport strictly prohibits any illegal substance, contraband or illegal drug possession, drug paraphernalia, abuse, or use which imperils the health and wellbeing of its employees, customers, associates, vendors, contractors, and constituents or which threatens services to the public.

Jacintoport employees, customers, associates, vendors, contractors, and constituents have the right to a drug and alcohol-free environment. To support this policy, Jacintoport employees will vigorously comply with the requirements of the Federal Drug-Free Workplace Act of 1988.

DANGEROUS WEAPONS:

The carrying of dangerous weapons or the possession of any dangerous weapons on the premises Jacintoport by any person is prohibited except those designated Jacintoport Security personnel and other law enforcement officials, who are authorized by Federal or the State of Texas law to carry or possess dangerous weapons. For this section, dangerous weapons including but not limited to any gas, liquid, or other substance or instrumentality, which, in the manner used, is calculated or likely to produce death or great bodily harm.

SECURITY

CAMERAS AND PHOTOGRAPHS:

The Port of Houston and Jacintoport are restricted areas. External cameras, video equipment and use of cameras in cell phones are strictly forbidden. Exceptions to this item can only be granted by the Jacintoport General Manager or his designee.

TRANSPORTATION WORKERS IDENTIFICATION CREDENTIAL (TWIC):

As mandated by the Maritime Transportation Security Act of 2002 (the "Act"), the District and all persons entering or utilizing facilities of the District must comply with the Act, its rules, regulations and required Transportation Workers Identification Credential (TWIC). Strict compliance with the Act, its rules and regulations (as amended and supplemented from time to time) is required. Specifically, compliance with 33 CFR 101.514, 49 CFR 1572 and the United States Coast Guard Navigation and Vessel Inspection Circular (NVIC) 03-07 (as amended and supplemented from time to time) is required. Jacintoport has adopted policies and procedures to implement the Act, its rules and regulations and such policies and procedures (as amended and supplemented from time to time by Jacintoport), which are available upon written request, are adopted by reference and required to be followed by all persons entering or using Jacintoport facilities. All persons, vessels and any user of Jacintoport facilities failing to comply with the provisions of this tariff item, the Act, its rules and regulations and Jacintoport policies relating to the Act are subject to fine and other enforcement provisions provided for by this tariff and by law. Vessels and their agents shall be responsible and liable for any such fines or enforcement relating to the actions or inactions of vessels in that regard, including, but not limited to, seamen not in possession of a valid Transportation Worker Identification Credential (TWIC) and found unescorted by a TWIC holder in a restricted area of the District.

CONSENT TO SEARCHES:

Any person, vehicle or vessel entering the properties or facilities of Jacintoport for any purpose, including but not limited to all employees, contractors, subcontractors, suppliers, vendors, service providers, tenants, stevedores, longshoremen, vessel agents, line handlers, freight forwarders, consent, by entering on or utilizing the properties or facilities of Jacintoport, to the search or inspection of their person, vehicle, office, structure, leased area or vessel by Jacintoport Security, Port of Houston Authority Security or State and Federal law enforcement, either on a random basis and with or without probable cause or reasonable suspicion regarding the suspected violation of any provision of this tariff or violation of any applicable law, rule or regulation or to carry out the enforcement of the provisions of this tariff or any applicable law, rule or regulation.

RESPONSIBILITY FOR LOSS OR DAMAGE:

Notwithstanding any law to the contrary, Jacintoport will not be responsible for the damage or loss of any freight being loaded or unloaded at its wharves and will not be responsible for any delay to same, nor for damage to freight on its wharves or sheds by fire, leakage, or discharge of water from sprinkler fire protection system, collapse of building, rats, mice, moths, weevils, frost, or the elements nor will it be answerable for any delay, loss,

or damage arising from combination of strikes or any persons in their own employ or in services of others nor for any consequences arising there from. Specifically, no relationship of deposit or bailment shall exist between Jacintoport and the owner or any person connected with goods or freight located on or at its wharves or warehouses or in any premise owned or leased by Jacintoport; therefore, Jacintoport shall not be responsible for any loss or damage of whatever nature to goods or freight, provided, however, the above provision will not apply if said loss or damage is caused by the fault and/or negligence of Jacintoport and/or its employees. It is further provided, however, that any User having freight on the wharves will be permitted to make their own arrangements for watchman service.

Material contained in this Section is set forth by the Port of Houston Authority as defined in the Port of Houston Authority Tariff 8 and subject to the changes prescribed therein. The limits of liability are established in section two, General Rules and Regulations Subrule 52, Liability of Port Authority, paragraphs 1,2,3 and4. Users must consult the Port of Houston Tariff 8 for the most current application of these rules. A certificate of liability with waiver of subrogation for the value of the cargo, including Jacintoport and Seaboard Marine Ltd as a third-party insured is mandatory.

Except for damage or injury caused solely by negligence of Jacintoport, users of its facilities agree to indemnify and save harmless Jacintoport from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and reasonable attorneys' fees incident to or resulting from their operation on the property of Jacintoport.

Under no circumstances shall Jacintoport be responsible for consequential, special or exemplary damages, of any kind.

CARE, CUSTODY, AND CONTROL OF CARGO: REMOVAL OF DAMAGED BAGGED CARGO:

Jacintoport does not recognize or is not bound by any agreements, express or implied, between ocean carrier and shippers, cargo interests or other third parties.

Due to the threat of rodent or vector infestation, damaged bagged grain or grain product cargo delivered, received, or loaded into any facility, transit shed, or other property of Jacintoport, such cargo shall be removed from such property of Jacintoport within five (5) days. In the event such damaged bagged cargo is not timely removed, Jacintoport will dispose of such damaged cargo as it deems appropriate and Jacintoport shall not be responsible to anyone for any loss relating to such disposal. Jacintoport will access the cargo owner the actual cost of such disposal, including internal labor costs, plus a twenty-five (25%) administrative fee.

DAMAGE TO TERMINAL PROPERTY:

It shall be prohibited for any person to destroy, damage, disturb, deface, any sign, notice or other public property of Jacintoport. Every person and every vessel responsible for any damage to any Jacintoport public property or any kind or character shall be liable for and charged with the cost and expense of the replacement or repair of the property so damaged or destroyed. In the event any damage is done to a wharf or wharf premises by any person or vessels, the designated agent of the responsible party or designee must forthwith report, in writing to the General Manager of Jacintoport, the extent of the damage, together with the name of the person or vessel causing such damage, the date and hour, if possible, and the name and addresses of persons witnessing such accident. The expense of repairing said damage will be charged against the person or vessel responsible.

FIRE APPARATUS:

No person shall obstruct or interfere with the free and easy access to fire apparatus. Except in case of fire, no person shall remove or in any manner disturb any extinguisher, fire hose, fire hydrant, or any other firefighting appliance installed in or upon the Jacintoport's premises. Automobiles, trucks, or mechanical appliances found blocking or obstructing access will be removed by whatever force necessary to free access or be towed at owner's expense if time permits.

EXPLOSIVES, FLAMMABLES, AND OTHER DANGEROUS ARTICLES:

Persons desiring to handle explosives, flammables, or other dangerous articles on Jacintoport premises, over the public wharves or elsewhere, must communicate in writing and in advance of their arrival on Jacintoport premises, with the General Manager or designee, furnishing full particulars of the shipment. Shipments will be accepted only after a full compliance by shippers or delivering carrier with the rules and regulations of federal, state, and local regulatory agencies governing the transportation of said articles.

When a shipment is of a highly flammable or explosive nature, wharfage or handling facilities will not be provided except under special agreement. No cargoes will be handled without the General Manager or designee receiving and approving a Material Data Safety Sheet (MSDS) prior to arrival of cargo. It is the shipper's responsibility to supply Jacintoport all pertinent international shipping required data on said shipments prior to delivery to the Jacintoport facility.

Charges for EXPLOSIVES, FLAMMABLES, and OTHER DANGEROUS ARTICLES as well as environmentally sensitive cargoes will be quoted outside of Jacintoport's tariff prior to all shipments. Jacintoport reserves the right to decline handling such cargoes described in this item.

INSURANCE REQUIREMENTS

The charges provided for herein do not include any expense for first party insurance coverage of any property not owned by Jacintoport or the Port of Houston Authority, nor will such insurance be placed into effect by Jacintoport under its policies.

INSURANCE REQUIREMENTS:

The minimum insurance requirements of all trucks and other vehicles entering Port of Houston Authority property shall be the same as those set forth in 49 CFR §387.303 (whether or not that regulation directly applies to such trucks or other vehicles) as issued, amended, and reissued from time to time. Additionally, all trucks and other vehicles must comply with all insurance requirements under Port of Houston Authority licenses, contracts, and leases, as well as under all federal and other applicable laws.

1. Companies making deliveries to or pickups from Jacintoport terminal must provide evidence of coverage equal to or exceeding the State of Texas statutory automobile liability limit.
2. Companies providing services (other than deliveries) to waterfront locations or facilities, or companies utilizing mobile equipment at any location or facility, or companies leasing any Port properties must; at a minimum:
 - a. execute in favor of Jacintoport the indemnity and hold harmless agreement (see Item B below), and
 - b. provide certificates of insurance naming Jacintoport International, LLC as "an additional named insured," granting a "waiver of subrogation" and warranting coverage for the following minimum limits:
 - i. General Liability - \$1,000,000 per occurrence and \$1,000,000 aggregate and \$500,000 each occurrence – (comprehensive). Landscape architects, surveyors, engineers and other professionals must have Professional Liability/Error & Omissions insurance.
 - ii. Employers Liability - \$1,000,000 per employee and accident; \$1,000,000 per policy aggregate.
 - iii. Automobile Liability - \$2,000,000 property damage and bodily injury.
 - iv. Workmen's Compensation - State of Texas – Statutory Limits or show "all other states" AOS endorsement for the state in which the Company is registered to do business.
 - c. Insurers must be listed and rated A- or better by AM Best.
 - d. A copy of the endorsement to the policies must be provided.
 - e. Notice of cancellation must be provided in writing no less than 30 days prior to any cancellation.
3. The insurance coverage requirements can be increased as necessary for services deemed as being of greater risk.

INDEMNITY AND HOLD HARMLESS AGREEMENT: [WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT](#)

JACINTOPORT INTERNATIONAL, LLC.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for the opportunity to participate in _____, (hereinafter, the "Activity"), I hereby RELEASE, WAIVE, DISCHARGE AND CONVENTION NOT TO SUE Jacintop International, LLC., its parents, affiliates, their officers, agents, and employees (hereinafter referred to as the "RELEASED PARTIES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, or otherwise, while participating in the Activity, or while in, on or upon the RELEASED PARTIES' premises (hereinafter, the "Premises") where the Activity is being conducted or in transportation to and from the Premises.

To the best of my knowledge, I can fully participate in this Activity. I am fully aware of risks and hazards connected with the Activity, and I hereby elect to voluntarily participate in the Activity, and to enter the Premises and engage in the Activity knowing that the Activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the Activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES or otherwise.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from any loss, liability, damage or costs, including court costs and attorney's fees, that the RELEASED PARTIES may incur due to me being on the Premises or my participation in the Activity, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES or otherwise.

It is my express intent that this Release, Hold Harmless and Indemnity Agreement (the "Release") shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASED PARTIES. I hereby further agree that this Release shall be construed in accordance with the laws of the State of Texas.

I understand that the RELEASED PARTIES will not be responsible for any medical costs associated with any injury I may sustain while I am on the Premises. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Release, understood it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Participant Name (Printed): _____

Participant Signature: _____ Date: _____

Witness: _____ Date: _____

Witness Signature: _____

Request For Insurance Coverage Waiver: [Insurance Coverage Waiver request](#)

To:

From:

Re: Request for Insurance Coverage Waiver

Location: _____ Phone _____

Company Name: _____

Work To Be Performed: _____

Specific Waiver Requested: _____

Justification: _____

Approved by:

Jacintoport General Manager _____ Date _____

ADMINISTRATION AND ACCOUNTING

PAYMENT OF BILLS AND DELINQUENT LIST:

All invoices issued by Jacintoport are due and payable upon presentation to vessels, their owners, or agents, or any firms, persons, or corporations using facilities under the operation of Jacintoport when credit has been extended to the party responsible for such charges has been made with Jacintoport. Jacintoport reserves the right to estimate and collect, in advance, all charges which may accrue against vessels, their owners, or agents, or other users of the Jacintoport terminal facilities, or against cargo loaded or discharged by such vessels or other users of the facilities, whose credit has not been properly established with Jacintoport, or who have been, on at least one (1) previous occasion, on the delinquent list. Use of the facilities may be denied unless such advance payment or deposits are made.

BILLING DISPUTES:

Questions regarding the validity of invoices or charges in dispute must be submitted in writing to Jacintoport, attention: Controller, within ten (10) days after the presentation of the invoice. Invoices not disputed in writing within this ten (10) day period will be deemed accepted without dispute by the invoiced party. In the case where an invoice is in dispute in part, the undisputed amount of the invoice is to be paid in full.

Amounts invoiced for services, claims or other charges rendered shall not be subject to offset.

Any invoice issued by Jacintoport which is unpaid five (5) days after the date the invoice is issued shall be deemed to be delinquent, unless credit has been established.

As to any invoices which are or become delinquent on or after thirty (30) days or per credit terms from date of issuance shall be subject to an interest charge of twelve percent (12%) per annum (unless the maximum allowed by law is a lesser amount) of the amount of the invoice and interest shall be due and owing from the date of delinquency until paid. Such interest charge shall be calculated on a per annum basis of three hundred sixty-five (365) days.

Additionally, should it be necessary for Jacintoport to file suit to collect any delinquent invoice or to enforce any provision of this tariff, the party obligated herein to pay such invoice under this section or the party against whom enforcement of the tariff is sought, consents to such suit being filed in Harris County in the State of Texas and further the party not prevailing shall be obligated to pay reasonable attorney fees incurred by the prevailing party.

CARGO STATEMENTS OTHER THAN PUBLIC WHARVES:

The owner, agent, operator, or master of any vessel loading or discharging cargo at Jacintoport acknowledges that the Port of Houston Authority may require the User to furnish to the Port of Houston Authority, within ten (10) days after sailing of each vessel, a certified statement showing the weight and character all cargo discharged from or delivered to the said vessel, including points of origin on inward cargo and points of destination on outward cargo.

REQUEST FOR STATEMENT OF TONNAGE:

All vessels, their owners, or agents, or any other Users shall, upon request of the Jacintoport General Manager or designee, furnish without delay, statement showing weight and measurements of commodities covering any shipments or cargo in transit sheds, wharves, or occupying space on any property under the control of Jacintoport.

CONTRACTUAL DAMAGES:

Any person, vessel, firm, or corporation, or agent or employee, or stevedore thereof, who shall make use of any wharf, landing, or other services provided by Jacintoport or within the Jacintoport terminal, thereby contracts with Jacintoport to pay to Jacintoport the proper toll, charge, or fee thereof as fixed by this tariff and further, contracts with Jacintoport to follow and comply with all rules and regulations as set forth in Jacintoport's tariff. Any failure to pay such toll, charge, or fee or any failure to comply with any of the rules and regulations set forth in the tariff, shall constitute a breach of contract between Jacintoport and such person, vessel, firm, or corporation, and shall automatically place such person, vessel, firm or corporation in default of its obligations under Jacintoport's tariff. Any person, vessel, firm, or corporation who is in default of its contract with Jacintoport, as set forth above, shall be liable to Jacintoport for liquidated damages in the amount of \$2,500.00 per day for each day that said person, vessel, firm, or corporation is in default of any obligations set forth under the tariff.

PORt OF HOUSTON AUTHORITY FEE SCHEDULE

[Port of Houston Authority Tariff No. 8](#) and [Port of Houston Authority Tariff No. 14](#)

Charges outlined in this section are for published for convenience only and may not reflect the most up to date Port of Houston tariff information. For specific charges please see [Port of Houston Authority Tariff No. 8](#).

PORt SCHEDULES AND GOVERNMENT REGULATIONS

The rates herein are exclusive of any wharfage, mooring, dockage or other services provided under applicable schedules issued by governmental entities or Port of Houston Authority unless otherwise specified. Charges for such services shall be for the applicable User's account. The applicable User shall at all times comply with all requirements, laws, regulations, and other directives of customs authorities, and any other governmental authority having jurisdiction and be responsible for any charges resulting from such governmental authority. [Port of Houston Authority Tariff No. 8](#) and [Port of Houston Authority Tariff No. 14](#) are hereby cross referenced and incorporated herein where terms, conditions and charges apply by the Port of Houston Authority.

For a complete list of Rates, Rules, and Regulations pertaining to vessels utilizing the Jacintoport wharves refer to Section Four of the [Port of Houston Authority Tariff No. 8](#).

HARBOR FEE: [Port of Houston Authority Tariff No. 8](#), Subrule No. 105

DOCKAGE RATES ON VESSELS: [Port of Houston Authority Tariff No. 8](#), Subrule No. 110

CHARGE FOR WATER: [Port of Houston Tariff No. 8](#), Subrule No. 111

CHARGE FOR CLEANING A BERTH: [Port of Houston Authority Tariff No. 8](#), Subrule No. 114

WHARFAGE: [Port of Houston Authority Tariff No. 8](#), Subrules No. 144 through 207

SECURITY FEES: ([Port of Houston Authority Tariff No. 8](#), Subrule 051

JACINTOPORT SERVICES AND FEE SCHEDULE

For the purpose of offsetting variations in the price of diesel fuel, JacintoPort International wishes to advise our valued customers that a new Fuel Surcharge will be implemented effective October 1, 2022.

This fuel surcharge will be collected on all cargo that is subject to loading and unloading involving the use of any diesel-powered equipment in accordance with the schedule published on Port of Houston Tariff 8 Subrule 143 and Tariff 14, Subrule 121.

The fuel surcharge is determined by weekly average national retail price of diesel fuel published by the Department of Energy.

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm

WAREHOUSING

See FREE TIME, DEMURRAGE AND STORAGE CHARGES below.

RECEIVING, UNLOADING AND HANDLING CHARGES:

Description	Rate Basis	Rate in US\$
DELIVERY AND RECEIVING/CUTBACK CHARGES: (MIN - \$133.00)		
1 - 39,999#	Short Ton	\$ 15.60
40,000 - 99,999#	Short Ton	\$ 24.00
OVER 100,000#	Short Ton	\$ 33.00
PIPE	Short Ton	\$ 13.25
BALES OF COTTON	Per Bale	\$ 2.35
BUILDING MATERIALS, N.O.S. - Clay, Plaster, Feldspar, Kaoun, Sanitary ware and accessories, and Talc Minerals	Per Metric Ton	\$ 13.65
PIPE (COATED)	Short Ton	\$ 24.90
VEHICLES - Machinery (S/P), Automobiles, Trucks, Trailers, Utility Vehicles, Military Ordinance Vehicles, Agricultural Machinery – if DRIVEN on/off Land Carrier Equipment	Short Ton	\$ 15.77
VEHICLES - Machinery (S/P), Automobiles, Trucks, Trailers, Utility Vehicles, Military Ordinance Vehicles, Agricultural Machinery – if LIFTED on/off Land Carrier Equipment	Short Ton	\$ 37.73
PIPE BUNDLING (ROUND)	Per CWT	\$ 2.20
RAILCAR UNLOADING (HANDLING/SPOTTING WITHIN TERMINAL INCLUDES NORMAL AND REASONABLE CLEANING)	Per Railcar	\$ 555.00

Description	Rate Basis	Rate in US\$
LOADING AND STUFFING CHARGES:		
20' CONTAINERS & FLAT RACKS (MACHINE LOAD) + LOAD OUT CHARGES (Stripping)	Per Container	\$ 445.00
20' CONTAINERS & FLAT RACKS (HAND LOAD) + LOAD OUT CHARGES (Stripping)	Per Container	\$ 720.00
40' & 45' CONTAINERS & FLAT RACKS (PALLETIZED) + LOAD OUT CHARGES (Stripping)	Per Container	\$ 675.00
40', 45' CONTAINERS & FLAT RACKS (HAND LOAD) + LOAD OUT CHARGES (Stripping)	Per Container	\$ 805.00
FROZEN LOAD/SWING CARGO/REEFERS (Stripping)	Per Container	\$ 805.00
20' CONTAINERS & FLAT RACKS (MACHINE LOAD) (Stuffing)	Per Container	\$ 445.00
20' CONTAINERS & FLAT RACKS (HAND LOAD) (Stuffing)	Per Container	\$ 720.00
40' & 45' CONTAINERS & FLAT RACKS (MACHINE LOAD) (Stuffing)	Per Container	\$ 675.00
40', 45' CONTAINERS & FLAT RACKS (HAND LOAD) (Stuffing)	Per Container	\$ 805.00
FROZEN LOAD/SWING CARGO/REEFERS (Stuffing)	Per Container	\$ 805.00
STUFFING OPEN TOPS ALL SIZES (INCLUSIVE OF CRANE USAGE & DISPOSABLE TARP)	Per Container	\$ 990.00

Title II Cargoes

a. Rates for Receiving and Un-Stuffing of cargo from rail cars into a Warehouse

Description	Rate Basis	Rate in US\$
<u>HANDLING & UNLOADING USDA (INVITATION BIDS):</u>		
RAILROAD BOX CARS 25KG & 50KG BAGS	Net Metric Ton	\$ 27.50
CONTAINERS/TRUCKS/TRAILERS -25 KG & 50KG BAGS – PALLETIZED	Net Metric Ton	\$ 25.50
CONTAINERS/TRUCKS/TRAILERS -25 KG & 50KG BAGS – FLOOR LOADED	Net Metric Ton	\$ 27.00
<u>HANDLING & UNLOADING USDA VEG OIL BIDS:</u>		
CONTAINERS/TRUCKS/TRAILERS - 6/4 LTR, 20 LTR & 208 LTR - PALLETIZED	Net Metric Ton	\$ 25.50
CONTAINERS/TRUCKS/TRAILERS - 6/4 LTR, 20 LTR & 208 LTR – FLOOR-LOADED	Net Metric Ton	\$ 27.50
<u>CONTAINER STUFFING / STRIPPING (MONDAY - FRIDAY - 7:00am-4:00pm):</u>		
50 KG BAGS	Net Metric Ton	\$ 27.50
25 KG BAGS	Net Metric Ton	\$ 27.50
VEGETABLE OIL - LOOSE	Net Metric Ton	\$ 38.50
VEGETABLE OIL - PALLETIZED	Net Metric Ton	\$ 25.50
<u>CONTAINER STUFFING / STRIPPING (OVERTIME):</u>		
25/50 KG BAGS	Metric Ton	\$ 75.50
VEG OIL	Metric Ton	\$ 75.50

STEVEDORING

Stevedoring services, rates, and charges are provided by others and are not included as part of this tariff other than as noted in the Title II Invitation Bids noted above. Each company providing stevedore services and desiring to do business on or in connection with the Jacintoport facilities shall file a completed Stevedore License Application pursuant to the Port of Houston Authority.

No company, whether currently doing business on or in connection with the facilities of the Port of Houston Authority or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License Application, accompanied by the appropriate application fee has been approved by the Port of Houston Authority.

Additional information regarding stevedoring services may be found in the [Port of Houston Authority Tariff No. 8](#). A copy of the application is available upon request to the Port of Houston Authority.

TERMINAL STORAGE

Per Port of Houston Authority Tariff No. 8 and Port of Houston Authority Tariff No. 14, unless otherwise provided by written agreement between User and Jacintoport.

ADDITIONAL SERVICES:

- 1) PROTECTIVE COVERING AND CARGO SECURING
 - a) Disposable tarp – flat-rack and breakbulk \$215.00 per standard size tarp.
 - b) Tarp installation - \$225.00 per tarp.
 - c) Chains or binders - \$90.00 per set including installation.
- 2) CRANE CHARGES
 - a) Crane rental - \$824.00 per hour, or fraction thereof, with a minimum of two (2) hours.
 - b) Crane receiving - \$824.00 per hour, or fraction thereof, with a minimum of two (2) hours.
- 3) GATE CHARGE FOR CONTAINERS:
 - a) Jacintoport will assess a fee of \$204.00 per container for units moving to or through Jacintoport facilities.
 - b) Jacintoport will assess a fee of \$215.00 per container for units moving through Jacintoport TIR lanes.
- 4) REFRIGERATED CONTAINERS
 - a) Plug in charge \$98.00 per unit.
 - b) Electricity charge and monitoring on premises - \$93.00 per unit per day or fraction thereof.
 - Day of receipt plus one day free of charge.
- 5) VEHICLES RECEIVING - Machinery (S/P), Automobiles, Trucks, Trailers, Utility Vehicles, Military Ordinance Vehicles, Agricultural Machinery – Minimum \$88.00 Per Vehicle
 - a) If DRIVEN on/off Land Carrier Equipment - \$17.38
 - b) If LIFTED on/off Land Carrier Equipment - \$41.58

- 6) Maintenance & Repair – Repair Estimates to be provided for:
 - a) Chassis
 - b) Containers
 - c) Gensets
- 7) Other services:
 - a) Cleaning containers/sweep-outs \$165.00 per container.
 - b) Flat-rack bundling \$150.00 per bundle maximum three flatracks per bundle.
- 8) HOMELAND SECURITY “CUSTOMS” INSPECTION
 - a) Door inspection - \$113.00 per Container.
 - b) VACIS inspection - \$232.00 per Container.
 - c) Limited Quantity Verification (LQV) - \$232.00 per container. Assessed when the Terminal is required to place a container aside for LQV Inspection.
 - d) USDA AQI Inspection - \$905.00 per Container.
 - e) USDA AQI Intensive Inspection - \$1,340.00 per Container.
- 9) LABOR
 - a) General - \$84.00 per hour, or fraction thereof per person, minimum four (4) hours.
Materials – at cost plus Twenty percent (20%) administrative fee.
 - b) Placards - \$84.00 each set (set of four), includes Labor to install.
 - c) Photographs - \$84.00 per set of four
- 10) GATE SECURITY CHARGE
 - a) When (a) a berth is requested or assigned to a Vessel which requires the use of a Jacintoport gate not regularly manned, or not manned during any portion of the time for which it will be used, or (b) a User requests such a gate, then the User shall make application to the Jacintoport General Manager and, upon application execution, a charge in the amount of \$84.00 per hour, minimum charge of two hours, shall be assessed. A current list of available gates identifying those which are not regularly manned and times of manning of all other gates shall be supplied upon request to any User.
- 11) SEGREGATION OF CARGO
 - a) Cargo Discharged from Vessels
 - Vessels discharging cargo at Jacintoport wharves must tender such cargo in separate lots as identified by applicable ocean bills of lading and marks.
 - The party assigned responsibility for Loading and Unloading shall have the right of refusal to handle cargo not properly segregated by Vessel, but may upon its acceptance, perform segregation at actual cost of such service, plus Twenty percent (20%).
 - Further segregation performed to comply with loading and/or delivery instructions will be performed at expense of party requiring same at actual cost of such service, plus twenty-five percent (25%).
 - Split deliveries of partial lot cargoes will be performed by the party assigned responsibility for Loading and Unloading at a charge of \$27.00 for each delivery out of each ocean bill of lading. Such charge will be borne by the party requesting the service.

b) Cargo Received for Vessels

- Cargo received in railroad cars in local switch service or in trucks will be segregated by the Party assigned responsibility of Loading and Unloading at time of unloading at the following rates and at expense of party requiring same.
 - (1) Not more than three segregations.....\$22.00 per car or truck.
 - (2) More than three segregations\$32.00 per car or truck
- Segregations of cargo at time of rest in Vessel's berth will be performed at rates in Paragraph (1) above, plus unloading rate applicable to the particular commodity as published in the Loading, Unloading, and Wharfage Charges section of this tariff. Such charges will be borne by the party requiring service.

12) CARGO TRANSFERS – DOCK RECEIPTS:

- a) Cargo received by Jacintoport, which is transferred from one shipper to another, requires a signed dock receipt by both shippers approving the transfer of cargo. The original shipper is liable for the payment of all charges through the date of transfer. The shipper accepting the transferred cargo is liable for all payments thereafter.

13) RAIL SERVICES:

- a) Railcar switching/surcharge - \$216.00 per railcar.
- b) Railcar unloading and/or cleaning - \$555.00 per railcar.
- c) Railcar Cargo Securing – Labor and Materials - \$445.00 per railcar.
- d) Railcar storage – PTR rates plus 15%

14) CARGO TRANSSHIPMENTS:

- a) All cargo received by Jacintoport for export, which is subsequently removed from docks and transshipped to another port for loading on a vessel, will be assessed a transshipment charge of \$7.60 per short ton, minimum \$250.00, in addition to all other applicable charges. The owner of the cargo, the vessel, the vessel's agent, and the reloading stevedore, are jointly and severally liable for all charges.
- b) Prior authority must be received from Jacintoport before cargo is removed from the facility.

15) TWIC ESCORT SERVICE:

- a) All commercial cargo vehicles requiring an escort to fulfill the TWIC requirements for entry into and exit from Jacintoport facilities will be provided an escort only by an employee of Jacintoport at a charge of \$250.00. Payment will be made in a manner authorized by the Jacintoport General Manager.
- b) All other entities requiring an escort to fulfill the TWIC requirements for entry into and exit from Jacintoport facilities will be provided an escort only by an employee of Jacintoport at a charge of Jacintoport at a charge of \$250.00 (A) per hour, or fraction thereof, per escort for the first hour and \$105.00 (A) per hour, or fraction thereof, for any additional hours subject to a minimum of one (1) hour. Payment will be made in a manner authorized by the Jacintoport General Manager.

16) TRUCK DEMURRAGE:

- a) All cargoes delivered by Truck to Jacintoport are unloaded or loaded on a first come first serve basis unless otherwise provided by prior written agreement. Jacintoport is not responsible for any truck detention or demurrage. Any unloading or loading outside of normal working hours is subject to the overtime provisions of this tariff.

17) STORAGE CHARGES: Inbound or Outbound Cargo which remains on any part of the Terminal after the expiration of free time, whether or not specific arrangements have been made with Jacintoport, shall be considered cargo in storage, including, without limitation, cargo on the wharves, shipside, closed or covered, open or ground, bonded or in refrigerated facilities.

a) General Cargo:

- Jacintoport leased warehouses - Unless specified by contract, Jacintoport will permit thirty (30) days Free Time for the accumulation of general cargo in-transit. After expiration of Free Time, a storage rate of Sixty (60) cents per revenue ton per day or fraction thereof will be assessed.
- Jacintoport leased areas outside storage - Jacintoport will permit thirty (30) days free time for the accumulation of in-transit general cargo in its outside storage areas. After expiration of free time, storage rate of thirty (30) cents per revenue ton per day or fraction thereof will be assessed.

General Cargo Computation of Free Time as per [Port of Houston Authority Tariff No. 8](#).

- Saturdays, Sundays and defined Holidays will not be excluded in computation of free time.
- Any fractional part of twenty-four (24) hours will be counted as one day.
- Any fractional part of one ton (2,000 pounds) will be computed as one ton.
- Wharf demurrage charges apply after expiration of free time period and terminating the day next preceding the removal of cargo from wharves or premises.
- On outbound (export) cargo, free time commences after cargo is unloaded from conveyance. Demurrage charges apply after expiration of free time period and terminating the day of loading of vessel to which cargo is assigned and subsequently loaded. Cargo remaining on Jacintoport leased facilities after sailing of vessel to which the cargo was assigned will be subject to computation of free time and demurrage charges from initial placement together with all other related charges accrued against such remaining cargo shall be charged to the cargo until the day next preceding its removal from wharves or premises.
- In case of change of custody, original User is responsible for demurrage as described above unless agreed upon by Jacintoport in writing to change User prior to removal.

b) Title II Cargo:

- Title II Cargo - Free time for the accumulation of in-transit Title II (under the provisions of Title II, Public Law 480) commodities and commercial grains in bags/packages stored in the leased areas shall be thirty (30) days. After expiration of free time, storage charges will be assessed per metric ton, per day or fraction thereof at a rate of fifty-six (56) cents.

Additional free time may be considered, at the sole discretion of the Jacintoport General Manager or designee, subject to the availability of space, when applied for and agreed to, in writing, before the expiration of the free time authorized in this item.

Bagged cargo received into leased warehouses by Jacintoport is subject to Jacintoport storage charges. Storage charges will apply up to and until bagged cargo is loaded into an ocean container for export; or in the case of general cargo and bagged cargo not being loaded into an ocean container, storage charges apply up to and until the first day vessel loading or other conveyance operations commence.

Cargo which remains in leased facilities beyond authorized free time will be removed, at the discretion of Jacintoport, without notice and at the expense and risk of the owner or shipper, to other locations, including, but not limited to, open storage, off-dock warehouses or public warehouses.

The cost of such removal must be paid when invoiced and Jacintoport will retain legal possession of all such cargo so removed until all charges are paid. Jacintoport will dispose of such cargo, after a reasonable length of time decided by the General Manager or his designee, by sale at public auction for the purpose of satisfying any unpaid charges pertaining thereto.

18) CONTAINER STORAGE: as per [Port of Houston Authority Tariff No. 14](#)

- a) The Jacintoport General Manager or designee will assign Jacintoport space for storage of containers. Any request for such storage must be conveyed to the Jacintoport General Manager prior to arrival of containers.
- b) CONTAINER STORAGE FREE TIME – Outbound cargo or Inbound cargo – 7 calendar days
 - 1. Storage charges after Free time – 20-Ft Containers - \$ 35.79 per day/ per container
 - 2. Storage charges after Free time – 40-Ft Containers - \$ 71.55 per day/ per container

19) FUMIGATION REQUIREMENTS:

- a) Bagged agriculture products that are stored in the Jacintoport leased facilities are subject to fumigation upon discovery of any infestation. Nonetheless, bagged agriculture products that remain in the Jacintoport leased facilities for a period of forty-five (45) days may be fumigated, and again at each forty-five (45) day period as long as the products remain in the Jacintoport leased facilities. All expense of fumigation will be for the account of the cargo owners, shippers, consignee, or to whom the cargo is in care, custody, and control while in the Jacintoport leased facilities.

20) DUNNAGE:

- a) No dunnage will be furnished by Jacintoport without charge. Jacintoport reserves the right to require the use of dunnage under cargo and equipment that is likely to cause damage to the floors, dock aprons, wharves, and lay down yards. Vessel owners, or their agents, and stevedoring companies may secure permission to store a reasonable amount of dunnage in the sheds, convenient to their assignments, upon application in writing to the Jacintoport General Manager or his designee. Should it be necessary to change position of dunnage for the purpose of conserving space, the owner will arrange to perform this service at his expense when notified to do so by the Jacintoport General Manager or designee. The term dunnage in this item also includes, but is not limited to, unused dunnage, discarded dunnage, stevedore cargo boards, sticker material, packaging material and grocery pallets.
- b) Further, all unused dunnage or discarded dunnage materials must be removed from the wharves or other Jacintoport property by the stevedoring company upon completion of the loading or unloading of a vessel. The stevedore will have fifteen (15) days to remove unused or discarded dunnage, stevedore cargo boards, sticker material and grocery pallets and any other materials the General Manager or his designee deem necessary. Failure to remove dunnage after fifteen (15) days from the date of notice from Jacintoport to the stevedore, Jacintoport will remove and dispose of said materials at cost including labor plus a twenty-five (25%) administrative fee and all charges will be at the expense of the stevedore.

21) SUPERVISION REQUIREMENTS:

Supervision by Jacintoport personnel is required for the following operations:

- a) Loading and Unloading hazardous or dangerous cargoes and environmentally sensitive cargoes.
- b) Vessels purging and conditioning (using flare).
 - (1) Note: Permission must be granted by the Port of Houston Authority, Executive Director or his designee prior to vessel operations.

Satisfactory arrangements for this supervision must be made in advance by the vessel's agent. This supervision will be furnished at a rate of \$84.00 per hour straight time. A minimum billing of two (2) hour call-out will be assessed. Billable time shall include the transit time to reach the area to be supervised.

Straight Time Hours:

0800 hrs. – 1200 hrs.

1300 hrs. – 1700 hrs.

Overtime hours:

Monday through Friday	1701 hrs. – 0759 hrs. Time and a half
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All hours Saturday and Sunday	Time and a half
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All hours Holidays	Double time and a half
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The charges for this service will be made against the vessel's agent.

22) SPECIAL SERVICES

- a) Any labor or material required for special services or when cargo work is performed for which there is no charge stipulated elsewhere in this tariff shall be provided at actual cost plus twenty-five (25%) percent upon application to the Jacintoport General Manager or Operations Manager.

23) DISCLAIMER

For Charter Vessels

Quotes are based on the information provided and applicable current tariff at the time of quoting. Any change to the information may be subject to a change in the original quote.

- Seaboard Marine and Liner vessels are guaranteed berth and labor upon arrival. This may affect the allocation of berth and labor for other services. Jacintoport is not responsible for delays due to berth availability or labor shortage.

- All berth shifting, if necessary, will be for the account of the vessel.

- No production guarantee will be provided as many external factors are to be taken into consideration at the time of arrival.

- If there is not enough labor to safely complete and operate a gang, the gang will be canceled.

- Current public tariff will be applicable for services rendered but not included in the original quote.

- Jacintoport and/or Seaboard Marine will not be responsible for vessel demurrages.

- Ocean carriers arriving at Jacintoport for the first time must open an account and submit a credit application no more than 30 days before the scheduled arrival. Jacintoport reserves the right to request payment guarantee.

For Heavy Lift

- Heavy Lift Cargo is defined as the service of providing heavy lift cranes and equipment for lifting cargo that extends beyond the standard dimensions of containerized cargo, usually requiring special lifting gear.
- Prior notification with full description of the cargo is required before being loaded at the port of origin (for imports).
- Certificate of liability insurance with waiver of subrogation in favor of Jacintoport and Seaboard Marine Ltd, as a third-party insured for the full value of the shipment is mandatory. For import cargo, the waiver shall be valid from the vessel arrival until the cargo leaves our terminal; and for export cargo, the waiver shall be valid from the day the cargo is received until the vessel leaves.
- Method Statement from the Shipping Line and or Shipper – the customer will provide us with the necessary technical assistance in person to safely access the lifting points if needed.
- A surveyor for the account of the customer or shipping line that certifies the status of the cargo upon arrival and when it leaves the terminal.