Larry Hogan
Governor
Boyd K. Rutherford
Lieutenant Governor

Maryland Port Commission
Pete K. Rahn
Chairman

Brenda Dandy
Donald C. Fry
Dr. Donté L. Hickman, Sr.
David M. Richardson
Walter Tilley, Jr.
Theodore G. Venetoulis

James J. White
Executive Director

March 4, 2016

To All Port Customers

Subject: Maryland Port Administration Prices/Rules Schedule No. 23 (replaces Prices/Rules Schedule No. 22)

The Maryland Port Administration (MPA) has conducted a review of the Prices/Rules Schedule No. 21. In keeping with changes in the market, Consumer Price Index, and increased security requirements, adjustments to certain rates, including Security Fees, have been introduced in the new Prices/Rules Schedule No. 23. Some wording and definitions have also been added, changed and/or deleted. All changes have been identified.

The changes are necessary for the MPA to maintain facilities while remaining competitive and to provide security infrastructure and improvements as mandated.

The new Price/Rules Schedule No. 23 as posed on our website become effective April 15, 2016 subject to approval by the Maryland Board of Public Works.

Sincerely,

Patrice LeBlond

Patrice LeBlond, Manager
Maritime Commercial Management

MARYLAND PORT ADMINISTRATION

TERMINAL SERVICES SCHEDULE NO. 23

RATES, RULES AND REGULATIONS
OF
MARYLAND PORT ADMINISTRATION
MARINE TERMINALS
AT
BALTIMORE, MARYLAND

ISSUED: March 11, 2016 -- EFFECTIVE: April 15, 2016

ISSUED BY
MARYLAND PORT ADMINISTRATION
THE WORLD TRADE CENTER BALTIMORE
BALTIMORE MARYLAND 21202

TABLE OF CONTENTS

SECTION I - GENERAL RULES, REGULATIONS, DEFINITIONS

Rule 34-001 Definitions 1-4
Rule 34-002 Maryland Port Administration 5
Rule 34-003 Application of Rates 5
Rule 34-004 Dangerous and Hazardous Cargoes 6
Rule 34-005 Limited Rights of Entry 6
Rule 34-006 Inspection of Cargo 6
Rule 34-007 Insurance 6-7
Rule 34-008 Legal Holidays Defined 8
Rule 34-009 Manifests of Cargo 8
Rule 34-010 Payment of Charges 9
Rule 34-011 Removal of Abandoned/Objectionable Cargo 10
Rule 34-012 Removal of Refuse Materials 10
Rule 34-013 Terminal Not a Public Thoroughfare 10
Rule 34-014 Consent to the Terms of the Schedule 10
Rule 34-015 Schedule Automation 11

SECTION II - DOCKAGE

Rule 34-016 Dockage 11-14

SECTION III - WHARFAGE

Rule 34-017 Wharfage 15-17

SECTION IV - LIABILITY AND INDEMNIFICATION

Rule 34-018 Liability and Indemnification 17-18

SECTION V - MISCELLANEOUS CHARGES

Rule 34-019 Rates 19
Rule 34-020 Fresh Water 19-20
Rule 34-021 Miscellaneous Services 20
Rule 34-022 Equipment Rental 20-24
Rule 34-023 Outside Equipment Used on the Terminal 24
Rule 34-024 Terminal Use Charges 24-25

Rule 34-025 Electric Outlets/Refrigerated Containers 25

SECTION VI - TERMINAL LEASES

Rule 34-026 Lease Rates..... 25-26
Rule 34-027 Placement of Cargo 26-27
Rule 34-028 Maintenance Labor Rates 27

SECTION VII – SECURITY

Rule 34-029 Security 28-31
Rule 34-030 Security Charges 31

SECTION VIII – DAMAGES

Rule 34-031 Damage to Facilities 32

SECTION IX – SAFETY

Rule 34-032 Safety..... 32
Rule 34-033 Personnel Protective Equipment..... 32-33

SECTION X – ENVIRONMENTAL STANDARDS

Rule 34-034 Environmental Standards 33-34

SCHEDULE NO. 23

RULE: 34

SECTION I
GENERAL RULES, REGULATIONS, DEFINITIONS

TERMINAL SCHEDULE:

Maryland Port Administration's Terminal Services Schedule No. 23 "Schedule", cancels and replaces all previous tariffs or schedules filed pursuant to 46 CFR Part 515.

("A") Addition
("C") Change
("D") Deletion
("I") Increase

Rule: 34-001
DEFINITIONS:

The following definitions shall apply to the matters and facts expressed in this Schedule. If not specifically set forth herein any other term shall carry the normal and customary definition and meaning that is in existence in the maritime trade of the Port of Baltimore.

CARGO:
The term "cargo", except where specified otherwise by lease or written agreement, shall mean with respect to containerized cargo, the contents of the containers and the container itself, whether loaded or empty. Otherwise the term "cargo" means goods or objects customarily transported in general commerce and in maritime commerce.

COASTWISE:
"Coastwise" shall mean cargo moving by any single mode or combinations of modes of transportation between the Port of Baltimore and any other port in the United States.

CONTAINER:
"Container" shall mean all standard, permanent type containers of 20 feet and over used for the movement of cargo as a unit. All other boxes, tanks or packages will be considered as general cargo and subject to terms and conditions afforded to general cargo.

DOCKAGE:
The term "Dockage" shall mean the charge assessed against a vessel for the privilege of berthing or making fast to a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed, in accordance with the rates and charges hereinafter specified. Dockage does not include insurance of any kind. Dockage is for the account of the User.

EXPORT CARGO:
"Export Cargo" shall mean cargo received at the Port for loading into a vessel for shipment to a foreign or domestic offshore port or destination.

FREE TIME:
"Free time" applies to the specific period during which cargo, including in-transit cargo, may occupy space assigned to it on terminal property free of wharf demurrage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel.

IMPORT CARGO:
"Import Cargo" shall mean cargo, including in-transit cargo, received at the Port in a vessel from a foreign or domestic offshore port or origin for loading to a domestic motor, rail or water carrier for inland transit.

LINER VESSEL:
"Liner Vessel" shall mean a vessel sailing under an advertised schedule and operated by a line maintaining regular sailings from any United States port or ports to other named ports.

LOADING OR UNLOADING:
"Loading or unloading" applies to the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, domestic barges, or any other means of conveyance to or from the terminal. "Loading or unloading does not include special stowage, blocking, sorting or grading, stripping or stuffing containers, or otherwise selecting cargo for the convenience of carrier or consignee of cargo destined for water movement.

PERSON:
"Person" shall include individuals, firms, partnerships, associations, trustees, receivers, agents, assignees and personal representatives.

POINT OF REST:
An area on the terminal premises where cargo ordinarily would be deposited when received, subject to non-interference with terminal operations. The point of rest is the actual point at which the cargo is placed. All cargo must be placed at the designated point of rest. The Administration reserves the right, upon failure of the proper party to move freight to the designated point of rest, after notice, to move the freight to another location, at the risk and expense of the owner of the freight or the carrier or person who has custody.

PORT:
"Port" shall mean the Port of Baltimore, unless otherwise stated or indicated from the context in which the term is used.

RORO:
"RoRo" shall mean cargo, other than automobiles and containers/trailers, which can be driven onto or off a vessel.

SERVICE VESSEL:
A non-cargo or non-passenger-transporting vessel.

SIDE WHARFAGE:
"Side wharfage" is the charge assessed (on the basis of tons handled) against the owners, agents or operators of lighters, carfloats, and other craft, which receive or deliver cargo alongside vessels berthed at a terminal.

TERMINALS/FACILITIES: ("A") ("D")
"Terminal", "Terminals", "Facility", "Facilities" or "Terminal Facilities" shall mean those portions of the various terminals or properties, including but not limited to the piers, wharves, bulkheads, docks, banks, land, buildings, and other facilities, under the control (now and in the future) of the Administration including:

Childs Street (Piers 3 & 4)
Clinton Street (Boathouse)
Cox Creek
Dundalk Marine Terminal
Fairfield Automobile Terminal
Hawkins Point Marine Terminal
Locust Point Marine Terminal - North
Locust Point Marine Terminal - South
Masonville Marine Terminal
Seagirt Marine Terminal
Seagirt Intermodal Container Transfer Facility (ICTF)

2001 Broening Highway
2200C Broening Highway (Parcel D1A, Baltimore City Plat 3259)
10 Maryland Avenue, Dundalk, MD

TON:
Except as otherwise provided, "ton" or "net ton" shall mean 2,000 pounds.

USAGE:
"Usage" shall mean the use of terminal facilities by an ocean carrier, rail carrier, lighter operator, motor carrier, custom house broker, independent contractor, stevedore, freight forwarder, shipper, consignee, or any other terminal user, their agents, servants, and/or employees.

USER:
"User" shall mean an ocean carrier, rail carrier, lighter operator, motor carrier, custom house broker, independent contractor, stevedore, freight forwarder, shipper, consignee, visitor, lessee, or other user of the terminal facilities, or their agents, servants, and/or employees.

VESSEL:
"Vessel" means floating craft of every description.

VISITOR:
"Visitor" shall mean anyone on the terminal that is not covered under the definition of "User".

WHARFAGE:
"Wharfage" is a charge for use of the wharves, piers, bulkheads, or banks by all cargo passing or conveyed over, onto, or under wharves, piers, bulkheads, or banks or between vessels when berthed at a wharf, pier, bulkhead, or bank or when moored in slip adjacent to a wharf, pier, bulkhead, or bank. Cargo placed at a wharf, pier, bulkhead, or bank or at shipside or on the apron shall be considered to have earned wharfage, which will be collected, whether or not the cargo eventually is loaded aboard vessel. Wharfage is solely the charge for use of wharves, piers, bulkheads or banks and does not include charges for any other service. Wharfage does not include insurance of any kind. Wharfage is for the account of the User.

WHARF DEMURRAGE:
"Wharf Demurrage" is a charge assessed for providing storage in or on Terminal Facilities after the expiration of free time unless prior arrangements have been made for other terminal storage.

Rule: 34-002
MARYLAND PORT ADMINISTRATION:

Where the term "Administration" or "MPA" is used in the Schedule, it shall be held to mean the Maryland Port Administration. The Administration is neither a common carrier nor a public utility and the Administration is the sole interpreter of this Schedule.

Rule: 34-003
APPLICATION OF RATES:

The rates, charges, rules and regulations named in this Schedule for services and facilities, shall be applicable on and after the effective date of this Schedule, or the effective date of changes or reissues.

Rates will apply at the following Facilities: ("A") ("D")

Childs Street (Piers 3 & 4)
Clinton Street (Boathouse)
Cox Creek
Dundalk Marine Terminal
Fairfield Automobile Terminal
Hawkins Point
North Locust Point Marine Terminal
South Locust Point Marine Terminal
Masonville Marine Terminal
Seagirt Marine Terminal
ICTF
2001 Broening Highway
2200C Broening Highway (Parcel D1A, Baltimore City Plat 3259)
10 Maryland Avenue

This Schedule applies to 1) rates, rules and charges for the furnishing of wharfage, dockage, warehouse or other Terminal Facilities in connection with a common carrier as defined by the Shipping Act of 1984, ("the Act") and subject to the jurisdiction of the Federal Maritime Commission and 2) to rates, rules and charges for use of the Facilities other than in connection with a common carrier as defined by the Act. Rates, rules and charges in this Schedule for the use of the Facilities other than in connection with a common carrier as defined by the Act are not regulated by the Act and their publication in this schedule does not confer jurisdiction on the Federal Maritime Commission. For Facilities in which wharfage, dockage, warehouse or other Terminal Facilities are furnished both in connection with a common carrier as defined by the Act, and other than in connection with a common carrier as defined by the Act, only those activities which are in

connection with a common carrier as defined by the Act are subject to the jurisdiction of the Federal Maritime Commission.

Rates, rules and charges of this Schedule will apply to the extent the Facilities are under the control of the Administration.

Rule: 34-004
DANGEROUS AND HAZARDOUS CARGOES: ("A")

Articles of flammable, radioactive, explosive or of an otherwise hazardous or dangerous nature, or of uncertain value, will not be governed by this Schedule or provided with terminal services except under advance arrangements with the management of the respective terminals and, when required, the permission of the Captain of the Port, United States Coast Guard and applicable governmental regulations. As required under Code of Maryland Regulations (COMAR) 11.05.02, Hazardous Materials, certain classifications of hazardous materials may be prohibited, restricted, or required to be permitted. These requirements are available on the Administration's website: http://www.mpa.maryland.gov/content/.

Rule: 34-005
LIMITED RIGHTS OF ENTRY:

Limited Rights of Entry agreements are required when the Administration's property is being used on a short term basis for activities not covered by this Schedule, a lease, contract or other agreement.

Rule: 34-006
INSPECTION OF CARGO:

The Administration may enter upon and inspect any vessel in berth at the Terminal to ascertain the kind and quantity of merchandise or cargo thereon and no person or persons may hinder, molest or refuse entrance upon such vessel for the purpose specified.

Rule: 34-007
INSURANCE: ("C") ("A")

The charges provided in this tariff do not include any expense of property or any other insurance covering any and all users of Maryland Port Administration facilities, equipment or services. All stevedoring firms and/or vessels' agents or subcontractors utilized by them shall be responsible to furnish the Maryland Port Administration Maritime Commercial Management with evidence of insurance coverage, including but not limited to Workers' Compensation, Employer's Liability, Commercial General Liability, Stevedores and Terminal Operator's Liability (Grantee or Assignee). Commercial General Liability and Stevedores Legal Liability, which shall name Maryland Port

Administration, Maryland Department of Transportation, and the State of Maryland as additional insureds with respect to crane rental, property rental, and operations. Prior to beginning operations on Maryland Port Administration facilities, all firms subject to this item are required to furnish the Maryland Port Administration's Maritime Commercial Management with current valid copies of Certificates of Insurance as stated above. The Maryland Port Administration may require additional or alternate coverage under special circumstances. Firms without approved insurance coverage will not be permitted to operate on the facilities. The above insurance policies shall remain in full force and effect and shall not be altered, canceled, or allowed to lapse without 30-days' written notice to the Maryland Port Administration. ("C") ("A")

1. The charges provided in this Schedule do not include insurance of any character.

2. Any User shall provide the Administration with evidence that the following insurance coverages are in full force and effect.

A. Worker's Compensation insurance as required by the law of the State of Maryland which shall include Employer's Liability coverage with a minimum limit of $500,000.00 each accident, $500,000.00 disease for each employee and $500,000.00 disease-policy limit.

B. Such policy or policies of insurance mentioned above shall also include coverage for the benefits as set forth under the U.S. Longshoremen and Harbor Workers Act and other Federal laws where applicable.

C. The Administration will accept self-insurance for the Longshoremen and Harbor Workers Act, provided a certificate of insurance has been issued by the U. S. Department of Labor.

D. Commercial General Liability, which shall include contractual liability and products/completed operations liability, shall have a minimum limit of $10,000,000.00 bodily injury or death per person, $10,000,000.00 for property damage, and $1,000,000 for Fire Legal Liability. The MPA, MDOT, and the State of Maryland shall be named and endorsed as an additional insured. The coverage shall be written on a per occurrence basis. ("A")

E. Automobile Liability which shall include all owned, non-owned, and hired automobiles with a minimum limit of liability of $5,000,000.00 bodily injury per person and $5,000,000.00 for property damage. The policy shall be written on a per occurrence basis. ("C")

F. Stevedore's Legal Liability protecting the stevedore against damage resulting from loading and unloading vessels. This insurance shall afford at least $25,000,000.00 protection for each occurrence.

Rule: 34-008
LEGAL HOLIDAYS DEFINED:

The term "Legal Holiday" means and includes the following:
New Year's Day
Martin Luther King Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Gleason's Birthday
Good Friday
Easter Sunday
Memorial Day
Fourth of July
Labor Day
Defender's Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

Presidential and Congressional elections and any other National/State holidays created by Executive Authority.

The Administration recognizes the aforementioned as legal holidays. Customers or Users should contact specific terminals to determine if that terminal is open for business on such holidays.

Rule: 34-009
MANIFESTS OF CARGO:

The vessel or its owner or agent shall, upon demand, before departure of a vessel, exhibit the enrollment or license of the vessel showing tonnage and furnish a copy of the manifest of cargo loaded and/or discharged. Manifests or summaries of all cargo loaded or discharged at a terminal shall be given to the Administration by the vessel's owners or agents within ten business days of sailing. Failure or refusal to submit the required manifests or summaries within the ten business days will result in a $1000 fine assessed per business day, the withdrawal of credit privileges and the issuance of an estimated invoice. The estimated invoice will be payable in full and non-refundable for wharfage based on the net registered tonnage of the vessel according to the Lloyd's Register of Shipping and its supplements. The Administration reserves the right to audit all summaries against manifests, bills of lading and other supporting documents and use such audits as a basis for charges.

Rule: 34-010
PAYMENT OF CHARGES:

1. All charges published in this Schedule shall be due and payable upon presentation of an invoice by the Administration, except as hereinafter specified.

2. All minimum charges accrue to the account of the Administration.

3. Any User may apply for credit. Credit, which is extended at the discretion of the Administration, requires payment within 30 calendar days of the invoice date.

4. Failure to pay credit accounts within thirty (30) calendar days of invoice date shall result in cancellation of credit privileges and the reestablishment of cash terms. Invoices not paid within forty-five (45) calendar days of invoice date may be subject to a service charge of 15% per annum (.000416 per day) calculated for each day the invoice is past due.

5. Accounts referred to the State Central Collection Unit are subject to a service charge as determined by the Central Collection Unit, currently 17%, and additional court costs if incurred. In addition to any other right recognized by law, the Administration reserves the right to withhold delivery of any goods, on which terminal charges published in this Schedule are due and payable, until such time as these charges are paid in full.

6. The Administration reserves the right to deny to anyone the use of any terminal until all past due accounts are paid, and to apply any payment received against the oldest outstanding invoices.

7. Agents or representatives will be held fully responsible for all charges attributable to their action on behalf of their principals, in arranging services, facilities, equipment or other chargeable items, in accordance with the rates therefore published in this Schedule.

8. **A.** Delinquent invoice amounts plus service charges that are determined to be payable may be deducted by the MPA from any credits and/or discounts due to the debtor by the MPA.

B. Any account receivable in excess of thirty (30) calendar days old is subject to the immediate withholding of all credits, discounts, subsidies, incentives, etc., whether or not related to the outstanding receivables, until such time as all receivables for the account are rendered current.

Rule: 34-011
REMOVAL OF ABANDONED/OBJECTIONABLE CARGO:

The Administration reserves the right to move abandoned cargo and/or equipment and dispose of such cargo after due notice as well as remove freight or other material which, in its judgment, is likely to damage other property, to another location at the risk and expense of the owner.

Rule: 34-012
REMOVAL OF REFUSE MATERIALS:

Rubbish, refuse, debris or other similar materials or objects must, upon demand, be removed from the transit shed, apron, or other areas within the confines of a terminal by the person or persons placing it there ("responsible party") or by the owners thereof; otherwise it will be removed at the expense of the owners or responsible party and subject to a minimum charge of $1,000.00. No rubbish, refuse, debris or other similar materials, objects or substances of any kind shall be dumped overboard from vessels or wharves. The Administration reserves the right to determine the responsible party.

Rule: 34-013
TERMINAL NOT A PUBLIC THOROUGHFARE:

The terminals are not public thoroughfares. All persons entering thereon shall do so at their own risk and subject to the rules and regulations of the Administration. The Administration reserves the absolute right to deny access to or use of the facilities to any person. Permission to gain access to or to use the facilities must first be obtained from the Administration, which permission shall be granted for official port business only.

Rule: 34-014
CONSENT TO THE TERMS OF THE SCHEDULE:

Use of the piers, wharves, bulkheads, docks, land, buildings, and other Terminal Facilities shall constitute a consent to the terms and conditions of this Schedule and evidences an agreement on the part of all Users, to pay all applicable charges and to be governed by all rules and regulations now published herein and which may in the future be published in the Schedule.

This Schedule is enforceable as an implied contract between the Administration and any party receiving services by the Administration that are subject to the Schedule, whether or not that party has actual knowledge of the applicable provisions of the Schedule.

Rule: 34-015
SCHEDULE AUTOMATION:

The Administration is committed to achieving automation and a paperless environment in information exchange and invoicing. It is the Administration's expectation that Users of the Terminal Facilities shall also commit to automation and work toward interfacing their systems with those of the Administration, and of the Administration's other customers and Users.

SECTION II
DOCKAGE

Rule: 34-016
DOCKAGE:

A. <u>Rates:</u>

1. Dockage will be assessed against the vessel and is payable by its owner or operator based on the lower of net registered tonnage (NRT) or length-over-all (LOA) of the vessel for the period the vessel remains at the berth. The period of time for which dockage shall be assessed against a vessel shall commence when such a vessel is made fast to the wharf, pier, bulkhead, bank, or to another vessel so berthed, and shall continue until such vessel has completely vacated the berth.

2. Dockage will be assessed against the vessel on the basis of 30 cents per net registered ton per 24 hour period or of the following LOA scale on a per foot or fraction thereof basis per 24 hour period, provided, however, that a minimum dockage charge of $843.00 per vessel for the first day at the berth shall apply regardless of whether the NRT or LOA basis is used.

0 to 499'	$3.65
500' to 599'	$4.65
600' to 699'	$5.60
700' to 799'	$6.60
800' to 899'	$7.60
900' and up	$8.60

Following the first 24 hour dockage period, the vessel will be assessed an hourly rate based on the initial 24 hour dockage period charge, until the vessel has vacated its berth.

3. Idle Status: Whenever a vessel with the permission of the Administration is berthed at a terminal in idle status, prior to the commencement or subsequent to the completion of loading and or unloading cargo, a dockage charge of $35.13 per hour or fraction thereof, will be assessed against the vessel and payable by the vessel's owner or operator. The application of the minimum dockage charge in Section 2 of this rule precludes the assessment of any idle status for vessels at berth 24 hours or less. Idle status will be assessed only for those hours prior or subsequent to any 24-hour active loading or discharging dockage period, except that inactive status shall be assessed for the Legal Holidays

4. Inactive Status: Dockage for vessels not using the terminal to load or discharge cargo shall be $843.00 per 24 hours or fraction thereof, utilities not included. Arrangements for and cost of utilities of any kind are the responsibility of the vessel owner or agent. Permission for such dockage shall be at the discretion of the Administration. When available, the Administration may at its sole discretion arrange for vessel berthing on a month-to-month basis at a charge to be negotiated on a case-by-case basis.

5. For the purpose of the rates set forth in sub-section A.2 of this rule, the highest published measurements shown in Lloyd's Register of Shipping and its supplements for a subject vessel shall be used in determining net registered tonnage or LOA.

6. Passenger ships berthed for the purpose of loading and unloading passengers and baggage (embark/disembark) will be assessed dockage for each 24-hour period or fraction thereof at the length overall (LOA) rate of $3.25 per linear foot with a minimum charge of $1,040.00.

7. Passenger ships berthed for the purpose of loading and unloading passengers for port visits (port call) will be assessed dockage for each 24-hour period or fraction thereof at the length overall (LOA) rate of $3.25 per linear foot with a minimum charge of $1,040.00.

8. Non-self-propelled Vessels:

(a) The following dockage charges shall be assessed against intra-harbor barges and/or lighters used to transport freight originating in and destined to points or places within Baltimore Harbor. These charges do not apply where the barge and/or lighter is loading and/or discharging to or from a vessel berthed at the terminal. The following dockage charges shall be assessed:

<u>Barges/lighters:</u>

Up to 150'	$ 73.00 per 24 hrs or fraction thereof
151' to 220'	$123.00 " " " "
221' and over	$295.00 " " " "

(b) Dockage charges shall be assessed against seagoing and/or inter-harbor barges and/or lighters used to transport freight between points or places within Baltimore Harbor on the one hand, and points or places within other harbors on the other hand. The charges shall be as contained in sub-section A.2 of this rule above, with a minimum charge of $1,080.00. These charges do not apply where the barge and/or lighter is loading or discharging directly to or from a vessel berthed at the terminal.

(c) Lash Barges will be assessed at $30.00 per barge per 24 hour period or fraction thereof.

9. Service Vessels:

Service Vessels shall be assessed $20.25 per linear foot of berth space. Permission for such dockage shall be at the discretion of the Administration. When available, the Administration may at its sole discretion arrange for vessel berthing on a month-to-month basis at a charge to be negotiated on a case-by-case basis.

10. Roll-on/Roll-off Platform (South Locust Point Marine Terminal Only):

In addition to dockage, a flat charge of $730.00 per vessel call will be charged for the first 24 hour period at the commencement of cargo operations. Following the first 24 hour period, the vessel will be assessed an hourly rate based on the initial 24 hour period charge until the vessel has vacated its berth.

11. Pier 10 Surcharge (North locust Point Marine Terminal only):

Effective November 19, 2012, in addition to dockage, a surcharge of $3,333.00 per vessel call applies.

12. The Administration, at its discretion, reserves the right to rescind a previously granted berth assignment and use of the terminal facility for a "cruise vessel port call" if, through no fault of the Administration, that cruise berth must made available to a "home port cruise vessel" that requires embarking or debarking of passengers under the auspices of Customs and Border Protection. The Administration will use its best efforts to allocate a replacement berth but shall have no obligation to do so. ("A")

B. <u>Dockage Rules and Regulations</u>:

1. Application for Berth Assignment:

Vessels, their owners or agents, desiring a berth at terminal shall apply to the Administration for berth assignment, as far in advance as possible.

2. To Make Fast To or Remain at Wharf Without Consent of Person in Charge Prohibited:

No person shall make fast any vessel, or cause or permit any vessel to be made fast to the wharf, or cause or permit any vessel to remain fastened to the wharf or to be or remain moored immediately in front thereof, without the consent of the Administration. Any vessel made fast to, moored in front of, or remaining fastened to or moored in front of the wharf, in violation of this item shall be subject to removal by or at the order of the Administration. Such removal shall be, at the expense of such vessel, and its owner or operator, to such other places as the Administration may elect.

3. Mooring Facilities:

No person shall make fast any line or moor to any wharf or dock or to any shed or fender piles supporting same, except to the mooring bollards, posts, or bitts provided for that purpose.

4. Movement of Vessels:

Vessels shall be moved or leave berths controlled by the Administration at the direction of the Administration. Any vessel, which is not moved promptly upon notice to move, may be shifted and any expenses involved, damage to vessels or to the wharf during such removal, shall be charged to the vessel.

5. Safe Refuge:

A Vessel obtaining safe refuge at any MPA pier, if granted by the Administration in its sole discretion, shall accept all risks and full responsibility for any and all damage to property and bodily injury to persons resulting from said Vessel's safe refuge status while berthing at MPA facilities. Vessels are not entitled to any Force Majeure protection.

In consideration for obtaining refuge, the Vessel, its owners, and Master shall indemnify the Maryland Port Administration and the State of Maryland for all property damage or personal injury emanating from safe refuge status, regardless of negligence on the part of the Vessel.

Vessel owners and/or operators, by requesting permission to remain at an MPA terminal through the submission of the Commercial Vessel Authorization Checklist/Survey, are acknowledging that it is subject to the terms in this Section II.B.5 and confirms the terms by which the vessel will be allowed to remain at a MPA terminal.

C. <u>Crew Aboard:</u>

All working cargo vessels berthed at a terminal shall at all times have sufficient crew to comply with all rules and regulations of the Administration and the Port of Baltimore and to otherwise efficiently operate said vessels. All vessel crew members are restricted by the Prohibited Activity in Rule 34-029. All vessel crew members are further restricted from walking, running, bicycle riding, and/or any other activity that could be considered unsafe within the confines of a working marine terminal.

SECTION III
WHARFAGE

Rule: 34-017
WHARFAGE:

A. Cargo Rates:

Wharfage invoices issued under this Rule are subject to a minimum charge of $100.00 per vessel:

1. Non-containerized cargo will be charged on the following weighted per net ton basis or fraction thereof per vessel call:

Net Tons	Per Net Ton
199 or less	$2.50
200 to 399	$2.30
400 to 599	$2.10
600 to 899	$1.80
900 and up	$1.50

2. Loaded containers will be charged on the following basis per vessel call, based on total number of containers loaded and/or discharged during such call. This provision does not apply to nor does it include empty containers.

Number of Containers	Per Ton
99 or less	$2.40
100 to 199	$2.20
200 to 299	$1.95
300 to 399	$1.70
400 to 499	$1.45
500 and up	$1.20

3. In case of mixed cargoes (non-containerized cargo and container cargo) on the same vessel call, the wharfage bill will be based on the lowest per net ton charge for the entire single wharfage bill.

4. In cases when a vessel service calls a facility on a single service, only discharging containers on the initial call and only loading on a subsequent call within 25 days, the wharfage bill will be based on the total containers for both calls. This Rule does not apply to barges of any type or description.

5. Empty containers will be charged a uniform standard fee of $4.75 per 20-foot container, or $9.50 per 40-foot container. Odd sized empty containers will be charged $9.50 per empty unit.

6. Exceptions:

(a) Lumber $1.05 per 1,000 board feet.

(b) Pig iron, scrap iron, copper, unfinished/non-manufactured steel products, bundled metals including aluminum, zinc and nickel ingots
$1.00 per net ton.

(c) A wharfage charge of $.31 per net ton will be assessed against the vessel on movement of all liquid bulk commodities handled to or from inland bulk carrier or storage facilities on the terminal by direct pipelines.

(d) Import and export automobiles and motorcycles at $5.95 per vehicle.

(e) Roll-on and roll-off (RoRo) cargo $.62 per net ton.

(f) Refrigerated or temperature controlled commodities $2.35 per net ton.

(g) Paper products $1.10 per net ton.

(h) Dry bulk commodities $1.65 per net ton.

("D")

B. <u>Side Wharfage:</u>

A charge of $1.05 per net ton or fraction thereof, minimum charge $10.00 will be assessed as Side Wharfage.

C. <u>Transshipped Cargo:</u>

Waterborne cargo received at a terminal from a vessel for subsequent reloading and waterborne movement aboard another vessel without removal from the terminal shall be termed trans-shipped cargo. Any such cargo movement will be considered a single through movement and will be assessed a single wharfage charge.

D. <u>Passengers:</u>

Vessels carrying passengers for compensation shall be liable for and shall pay, in addition to the other charges provided in this Schedule, the following passenger fees:

Passengers Embarking	$6.00 per person
Passengers Disembarking	$6.00 per person
Passengers In Transit	$6.00 per person

The owner, agent or other person in charge of a vessel carrying passengers subject to passenger fees in this Rule 34-017(D) shall furnish to the Administration complete copies of the vessel's passenger manifest or summary listing passengers embarking, disembarking or in transit at the Port of Baltimore. This Rule 34-017(D) is subject to the provisions of Rule 34-009 of this Schedule regarding the providing of vessel manifests or summaries.

SECTION IV
LIABILITY AND INDEMNIFICATION

Rule: 34-018
LIABILITY AND INDEMNIFICATION:

A. All persons to whom berths, wharves, transit sheds, mechanical equipment or other Facilities are assigned shall be responsible for and liable to the Administration for any damage occurring to such property during their tenancy, occupancy and/or Usage. Such responsibility and liability shall be without regard to whom shall cause the damage, unless caused by the Administration's own negligence.

Unless caused by the Administration's own negligence, all Users indemnify, defend and save harmless the Administration from and against all losses, claims, demands, or suits for damages, including death and personal injury, and including court costs and attorney's fees, incidental or resulting from the operations, acts or omissions of the Users on the Facilities or Usage of the Facilities.

B. The Administration assumes no liability for delay, loss or damage to equipment, freight or cargo handled or trans-shipped through the terminal Facilities, including but not limited to delay, loss, or damage caused by strikes, fire, water, action of the elements, theft, or other causes. The Administration in any event shall be liable only for damage resulting from its own failure to exercise due and proper care in performing the services and affording the Facilities provided herein. In no case shall the Administration be liable for a sum in excess of $500.00 per package or per customary freight unit (both terms as defined below), for non-packaged objects unless the User prior to the commencement of such services or its Usage of the Facilities, declares a higher value in writing and pays to the Administration, in addition to the other charges for such services as herein set forth, a

premium computed at one percent (1%) of the declared value of each package or non-packaged object.

In the event of a higher value being declared in writing and the payment of the one percent (1%) premium, the liability of the Administration, if any, for damage resulting from its own failure to exercise due and proper care in performing the services and affording the Facilities provided for herein shall be determined on the basis of such declared value or a pro rata portion of such declared value in the case of a partial loss or damage, provided such declared value does not exceed the actual value of the cargo.

The word "package" shall include any container, van, trailer, pallet or other type of cargo unitization whatsoever. The word "customary freight unit" shall mean the unit on which ocean freight was or is to be calculated for any objects not shipped in a "package". In no event shall the Administration be liable for more than the loss or damage actually sustained. The Administration shall not be liable for any consequential, incidental or special damages in connection with its performance of services or furnishing of Facilities, and it shall have the option, at its sole discretion, of replacing any lost cargo or property and/or replacing any damaged cargo or property.

C. The Administration will not be liable for any delay, loss or damage arising from strikes of any persons in their employ or in the service of others or from any causes which are unavoidable or beyond the Administration's control. The Administration accepts no responsibility for any damage or accidents occurring when its equipment and/or operators or employees are furnished to perform work for others, except that caused by the Administration's own negligence.

D. Claims for loss or damage must be submitted in writing immediately upon discovery, and in no event later than twenty (20) days from occurrence, to the Administration.

E. Notwithstanding anything to the contrary contained herein, the Administration shall be discharged from any and all liability for any loss or damage to the goods or any claim of whatsoever kind, nature, or description with respect to or in connection with the goods unless suit is brought against the Administration within one (1) calendar year after delivery of the goods to the Terminal or the date when the goods should have been delivered. Suit shall not be considered "brought" for the purposes of this rule unless process shall have been actually served and/or jurisdiction obtained over the Administration within the specified one (1) year period.

F. Notwithstanding anything to the contrary contained herein, the Administration's obligations as stated in this Rule 34-018(A), (B), (C), (D) are subject to the provisions of the Maryland Tort Claims Act, the availability of insurance and/or appropriations by the Maryland State General Assembly, and are applicable to the extent permitted by law. The Administration, by undertaking any such obligations, does not waive any other rights it may have under the defense of sovereign or governmental immunity.

SECTION V
MISCELLANEOUS CHARGES

Rule: 34-019
RATES:

1. <u>General or Break Bulk Cargo:</u>

Charges for the loading and/or unloading of import, export or coastwise traffic will be as provided in the current terminal schedule or tariff of the applicable railroad, terminal operator or cargo handler responsible for the inbound or outbound movement.

2. <u>Charges for Automobiles, Motorcycles and other Vehicles:</u>

Import and export automobiles, motorcycles and trucks, having a payload capacity of 3/4 tons or less, received at the terminal on their own wheels from ocean vessel, rail or motor carrier or under their own power will be accepted under the following charges:

(a) Consolidation of cargo: The owner of the cargo or his agent shall, from time to time, upon reasonable request of, and at the direction of the Administration, move vehicles for the purpose of consolidation in order to assure maximum utilization of the Administration's facilities.

(b) Automobiles and Motorcycles entering and/or leaving the terminal via rail or motor carrier, or under their own power without a prior or subsequent movement by water at that terminal, with the exception of military or privately owned vehicles, will be assessed a terminal charge of $10.00 per vehicle. Prior approval must be obtained from the Administration.

3. <u>Charges for Aircraft Landings and Take-Offs:</u> ("C")

The Administration will assess an initial minimum fee of $350.00 per landing/take-off of helicopters at all MPA facilities. In the event the aircraft does not land/take-off within the specified one hour window the Administration at its sole discretion will assess an additional charge of $100.00 per hour or fraction thereafter until the aircraft either lands or departs. This charge is to cover Operations, Policing and Administration costs.

Rule: 34-020
FRESH WATER:

Fresh water will be supplied to vessels at the basic rate of $4.70 per 100 cubic feet Mondays through Fridays, 0700 hours to 2330 hours, subject to a minimum fresh water charge of $57.50. In addition, a labor service charge of $57.50 per hour or fraction thereof shall be added to the prevailing rate, subject to a minimum charge of $115.00. Overtime (Saturdays, Sundays, and legal holidays)

requests for fresh water will be assessed a flat labor charge of $342.00 in addition to the basic water rate of $4.70 per 100 cubic feet. In requesting fresh water service, arrangements should be made in advance with the Administration or terminal operator as appropriate.

Rule: 34-021
MISCELLANEOUS SERVICES:

Any service provided outside the scope of this Schedule, any lease or other written agreement entered into by the Administration and the user will be charged at actual costs plus a 15% administrative fee. However, the Administration is under no obligation to provide any such service.

Rule: 34-022
EQUIPMENT RENTAL:

1. (a) General:

Equipment, when available, will be rented in accordance with Section 2 below.

All rental charges will be computed on the basis of five (5) minute increments subject to the listed minimum charges. The person or company renting the equipment must furnish their own slings, etc. and be responsible for all rigging.

(b) Minimum Charge:

The stated minimum charge is always applicable to equipment rentals in accordance with Section 2 below.

(c) Downtime:

Downtime is when a crane or other piece of rental equipment is inoperable due solely to the failure of the equipment and downtime will be deducted from the rental period and no charges assessed. Downtime does not alter the minimum charge.

(d) Operating Interruption Allowances:

When, in the sole opinion of the Administration, rain, snow, fog, high wind or late vessel arrival interrupts the operation of rental equipment, no charge will be assessed for the period of interruption. However, when rental equipment is standing by while RoRo cargo is being discharged/loaded or the vessel's gear is being utilized, a standby charge of $66.48 per hour will be assessed.

(e) Crane Operation:

The crane will be supplied without an operator. The party renting the crane must operate the equipment with a qualified crane operator and must operate it within its rated capacity, said capacity

to be ascertained from the Administration or terminal operator as appropriate before use. The party renting the crane must provide a statement of crane use within five (5) working days or the "Vessel Use Rate" will be assessed. The Administration assumes no liability for claims, losses, costs or expenses by reason of property damage, personal injury or death, which may result from the use of the crane. The renter or user shall indemnify and hold the Administration harmless against liability for injury or damage to persons or property, including consequential damages suffered by crane users, arising from the use of the cranes, except such injury or damage that may be caused by the Administration's own negligence.

(f) Modify or Cancellation of Crane Order:

The Administration requires a four (4) hour notice to modify or cancel requests for crane equipment. If the Administration is not notified at least four (4) hours before scheduled use that the order is changed or canceled, the minimum charge stated in paragraph 2 below will be assessed based upon crane type. The Administration will accept crane order times on the hour from 0700 until 1600 for "non-vessel use" subject to all other provisions regarding crane orders as stated in the Schedule Rules. ("D")

Changes or cancellations of crane orders shall be directed to the Maryland Port Administration Terminal Operations Department (410) 633-1076.

2. Charges: ("D") ("C")

	Rate per Hr.	Min. Charge
(a) Whirley Crane (SLP):	$250.00	$250.00
(b) Container Crane (NLP):	$400.00	$400.00

(c) Container Spreaders: The Administration will provide container spreaders as part of the crane rental equipment. The Administration may provide but is not obligated to provide other gear such as grapplers, buckets or hoppers.

(d) Test Tank Usage: The Administration will assess a flat charge of $500.00 per day for use of the Port's Test Tank.

3. Manitowoc M250-T, Truck Mounted, Heavy Lift Crane: ("A") ("D")

Rental and use of the Administration's M250-T truck mounted, heavy lift crane shall be subject to the conditions and charges herein. Requests to rent the M250-T heavy lift crane shall be made one (1) calendar days prior to the intended day of use. Requests for use on Mondays shall be made by 3:00 p.m. on the preceding Friday. The Administration requires four (4) hours advance notice of any modifications or cancellation of orders for the M250-T Heavy Lift Crane. The

minimum crane rental charge of $1,500 may be applied if the rental request is modified or canceled without sufficient advance notice to the Administration. The party making arrangements with the Administration for the rental of equipment will be held responsible for the rental charges and compliance with the terms and conditions of its usage.

Charges:

Per four (4) hour period or fraction thereof	$1,500.00
Minimum Charge	$1,500.00

The M250-T Heavy Lift Crane is for use at Dundalk Marine Terminal, Lot 603. When available, the Heavy Lift Crane will be rented on a four (4) hour minimum rental period and will be supplied without an operator. The crane must be operated within its rated capacity by a qualified operator from a company specified by the Administration. Except as may be provided otherwise by any agreement, normal repair and maintenance of the M250-T Manitowoc crane shall be performed by the Administration's Crane and Facility Operations Department. Such repair and maintenance shall not relieve a user of its obligation to inspect the crane to assure that it is fit and suitable for the use for which it is intended. The user shall make such an inspection prior to use and thereafter as often as is necessary to assure that the crane is fit and suitable for its intended use. The user shall not exceed safe working conditions as they relate to the crane's lifting capacity at different radius. Upon request, the Administration will provide the lifting charts to the user. User shall be responsible, at its sole cost and expense, for any and all damage to or destruction of the crane or its appurtenances and for all repairs required to be made to the crane or its appurtenances other than for normal repair and maintenance, unless such damage or destruction results directly from the Administration's own negligence. User shall follow all applicable MPA operating policies and procedures while conducting heavy lift operations. ("A")

Requests and notifications regarding usage of the Manitowoc M250-T shall be made to the Maryland Port Administration Terminal Operations Department. Users of this crane shall immediately notify the Administration of any actual or suspected defect or malfunction of the crane.

The Administration may discontinue use of the crane in its sole discretion, if the user is not using the crane in accordance with the terms of the assignment, or if the crane does not appear to be in proper operating condition. The Administration shall not be responsible for crane delays or damage attributable to any cause, event or occurrence of whatever nature or for any expense, cost, or damage incurred by crane user or any other person which arises out of the use or anticipated use of the crane, unless such is directly caused by the Administration's own negligence

4. <u>Grove GMK 7550 Hydraulic Mobile Truck Crane :</u> ("A") ("C")

Rental and use of the Administration's GMK 7550 Hydraulic Mobile Truck Crane shall be subject to the conditions and charges herein. Requests to rent the GMK 7550 heavy lift crane shall be made one (1) calendar day prior to the intended day of use. If the GMK 7550 must be relocated to

a new location other than Dundalk Lot 603 then the Administration requires (2) calendar days prior notice. Requests for use on Mondays shall be made by 3:00 p.m. on the preceding Friday. The Administration requires four (4) hours advance notice of any modifications or cancellation of orders for the GMK 7550 Heavy Lift Crane. The minimum crane rental charge of $1,600 may be applied if the rental request is modified or canceled without (4) hours advance notice to the Administration. The party making arrangements with the Administration for the rental of equipment will be held responsible for the rental charges and compliance with the terms and conditions of its usage.

Charges:

Per four (4) hour period or fraction thereof	$1,600.00
Minimum Charge (if at Lot 602)	$1,600.00
Minimum Charge (if relocated from Lot 602)	$3,200.00
Crane Mobilization Charge (inter-terminal)	(future consideration)

(GMK 7550 will based at Dundalk Marine Terminal Lot 602)

The MPA reserves the right to approve or deny relocation of the GMK 7550 Heavy Lift Crane due to facility, traffic, ship or weather conditions.

When available, the Heavy Lift Crane will be rented on a four (4) or (8) hour minimum rental period and will be supplied without an operator. The crane must be operated within its rated capacity by a qualified operator from a company specified by the Administration. Except as may be provided otherwise by any agreement, normal repair and maintenance of the Grove GMK 7550 crane shall be performed by the Administration's Crane and Facility Operations Department. Such repair and maintenance shall not relieve a user of its obligation to inspect the crane to assure that it is fit and suitable for the use for which it is intended. The user shall make such an inspection prior to use and thereafter as often as is necessary to assure that the crane is fit and suitable for its intended use. The user shall not exceed safe working conditions as they relate to the crane's lifting capacity at different radius. Upon request, the Administration will provide the lifting charts to the user. User shall be responsible, at its sole cost and expense, for any and all damage to or destruction of the crane or its appurtenances and for all repairs required to be made to the crane or its appurtenances other than for normal repair and maintenance, unless such damage or destruction results directly from the Administration's own negligence. The user shall supply at their expense all lifting gear, rigging and equipment necessary to lift and secure the units being handled. All certification of gear, rigging and lifting equipment is the sole responsibility of the user. User shall follow all applicable MPA operating policies and procedures while conducting heavy lift operations. ("A")

Requests and notifications regarding usage of the Grove GMK 7550 shall be made to the Maryland Port Administration Terminal Operations Department. Users of this crane shall immediately notify the Administration of any actual or suspected defect or malfunction of the crane.

The Administration may discontinue use of the crane in its sole discretion, if the user is not using the crane in accordance with the terms of the assignment, or if the crane does not appear to be in proper operating condition. The Administration shall not be responsible for crane delays or damage attributable to any cause, event or occurrence of whatever nature or for any expense, cost, or damage incurred by crane user or any other person which arises out of the use or anticipated use of the crane, unless such is directly caused by the Administration's own negligence.

Rule: 34-023
OUTSIDE EQUIPMENT USED ON THE TERMINAL:

The Administration reserves the right in its discretion to prohibit outside vehicles or equipment from operating on any Terminal. For the purpose of this rule, equipment shall mean any mechanical device to be used to handle cargo within the Terminal and shall not include any vehicle used solely to transport freight to or from the Terminal.

Orders to rail carriers for placing, shifting and removal of empty and/or loaded equipment shall be issued by the party requiring the service, subject to the discretion of the Administration to allow or prohibit the order in question and subject to availability of space at the Terminal.

Rule: 34-024
TERMINAL USE CHARGES:

1. <u>Land Transit Charge:</u>

A Land Transit Charge of $54.00 per container shall be assessed on all loaded containers received from an inland carrier and placed in transit sheds, storage areas, shipside or on the apron, when such loaded containers are not shipped by water directly to or from a Facility. This charge will be applied only once on each such loaded container exiting the Terminal. It is the responsibility of the Terminal operator handling such cargo, to identify it as land transit, non-waterborne cargo by means of a manifest or summary of cargo handled.

<u>EXCEPTION:</u> This charge will not apply to containers owned or leased by a steamship line with regularly scheduled vessel service at any of the Terminal Facilities.

2. <u>Track Usage Charge:</u>

A. Domestic Cargo. A Track Usage Charge of $160.00 per rail car shall be assessed on loaded rail cars moving to or from a Terminal when such rail cars contain domestic cargo. For the purpose of this item, domestic cargo is defined as cargo with no direct movement by water to or from a Terminal. It is the responsibility of the Terminal operator handling such cargo to identify it as non-waterborne domestic cargo by means of a summary or manifest of cargo handled. The Terminal Operator must have prior approval from the Administration.

EXCEPTIONS: The Track Usage Charge does not apply to:

1. Seagirt ICTF

2. Lessees who install and maintain their own trackage and sidings.

B. International Cargo. A Track Usage Charge of $10.00 per rail car shall be assessed to rail carriers on loaded rail cars moving to or from Dundalk Marine Terminal or moving to or from South Locust Point Marine Terminal when such rail cars contain international cargo. For the purpose of this item, international cargo is defined as cargo with direct movement by water to or from a Terminal. It is the responsibility of the Terminal Operator handling such cargo to identify it as waterborne international cargo by means of a summary or manifest of cargo handled.

EXCEPTIONS: The Track Usage Charge does not apply to Lessees who install and maintain their own trackage and sidings.

3. Facility Usage Charge:

A Facility Usage Charge of $54.00 flat per container will be charged to all containerized traffic moving into or out of the Port of Baltimore by barge.

EXCEPTION: This charge will not apply to containers owned or leased by a steamship line with regularly scheduled vessel service at any of the Terminal Facilities.

Rule: 34-025
ELECTRIC OUTLETS/REFRIGERATED CONTAINERS:

Where outlets are available, the Terminal will provide electrical power to refrigerated containers at a charge of $26.00 per 24 hours or fraction thereof per container. The Administration will not be responsible for any repairs to the mechanical equipment of the container and will not be responsible in the event of electrical failure.

SECTION VI
TERMINAL LEASES

Rule: 34-026
LEASE RATES: ("A") ("C") ("D")
The Administration may enter into agreements with Users for the use of storage areas, sheds, office buildings or other Facilities at the following rates:

1.	**Outside Storage:**	
	Container Area	$28,000.00 acre/year
	Light Paving	$25,000.00 acre/year
	Unpaved	$15,000.00 acre/year
2.	**Shed Space:**	
	Dundalk Marine Terminal:	
	Sheds 3A, 4, 400, 500, 6, 8, 11, 12, 201B	$5.00 sq.ft. /year
	Shed 96D, 97A, 301B	$3.65 sq.ft. /year
	Maintenance and Repair Bldgs. (Including sheds 1702)	$3.90 sq.ft. /year
	Locust Point Marine Terminals:	
	South Locust Point Sheds	$5.00 sq.ft./year
	Pier 4-5 North Locust Point Shed	$5.00 sq.ft. /year
	Gear Sheds North Locust Point	$3.65 sq.ft. /year
	All Other Sheds:	$5.00 sq.ft. /year
3.	**Office Space:**	$10.00 sq. ft /year

Rule: 34-027
PLACEMENT OF CARGO:

1. Containers and/or chassis received at the Terminals for overflow storage will be placed in authorized areas at the rate of $1.75 per unit per day and subject to the overflow storage provisions of this section.

2. Containers and/or chassis located on terminals that are in a "for sale" or "permanent out-of-service" status and therefore are no longer an instrument of international trade will be placed in authorized areas at the rate of $5.00 per day and subject to the Overflow Provisions of this section.

3. Any cargo, which is placed, deposited or left in any area not authorized by the Administration, but allowed to remain on the Terminal, will be charged as follows:

- **(a)** Container or chassis $12.00 per container and/or chassis per day for the first 10 days, $30.00 per day thereafter.
- **(b)** Automobiles, trucks, etc. $12.00 per vehicle per day for the first 10 days. $30.00 per day thereafter.
- **(c)** General cargo, including lumber and steel: $.16 per sq. ft. per day in multiples for stacked cargoes for the 1st ten (10) days.

4. <u>Overflow Storage</u>:

When overflow storage areas are available, the overflow rates are 125% of the standard rental unless the area is occupied pending the issuance of a lease, in which case the rental rate in Rule 34-026 applies. Prior arrangements must be made with the Administration for the use of these areas.

An overflow rate of 200% of the standard rental will apply when cargo is not removed from areas that the Administration has requested be vacated. Also, an overflow rate of 200% of standard rental will apply for overflow cargoes remaining in areas longer than 90 days. Said rates will be assessed commencing on the 91st day of storage.

All costs for removal of cargoes from overflow areas are for the account of the User.

5. <u>Bulk Cargo:</u>

Bulk cargo placed on the Facilities is subject to special rates, terms and conditions set in the sole discretion of the Administration and under a prior written agreement executed by the Administration and the User.

6. <u>Rail Cars:</u>

The storage of rail cars (as cargo) for loading to/from a vessel requiring terminal tracks will be assessed the following charges:

1 – 5 calendar days	free
6 – 10 calendar days	$5.00 per calendar day per rail car
11 -15 calendar days	$11.00 per calendar day per rail car
16 – 20 calendar days	$15.00 per calendar day per rail car

7. In the event a User does not timely vacate areas when directed, or upon termination of lease or other agreement, continued use of said areas shall be billed to the User at the overflow rates of 200% of the standard rental until vacated; provided, however, that the foregoing does not amount to a waiver of the Administration's rights against the User for the User's failure to vacate at the agreed upon time.

Rule: 34-028
MAINTENANCE LABOR RATES

In the event the Maryland Port Administration is requested to modify or repair structures outside the scope of a lease, the Administration will assess a rate of $57.00 per hour straight-time, and $85.50 per hour over-time, at the discretion and approval of the Administration's Facility Operations Department. Rates are applicable on a time/materials/equipment basis.

SECTION VII
SECURITY

Rule: 34-029
SECURITY

1. <u>General Security:</u>

A User assumes sole responsibility, at no cost to the Administration, for all risks (except to the extent that a loss, injury, or damage is caused by the wrongful conduct of the Administration, or another User) to the safety and security of persons and property (including without limitation, any Facility under User's control, and cargo, furniture, fixtures and equipment stored or located on any Facility under User's control) from theft, personal violence, fire, flood and other causes, including without limitation persons and property at or outside the boundaries of the Facility, and including responsibility for guarding and safekeeping such persons and property, to whatever extent such risks arise out of the User's occupancy or use of the Facility under its control. Users have the duty to comply at all times with standards mandated by the Federal Maritime Transportation Security Act of 2002.

2. <u>Definitions Security-Based Entry and Exclusion:</u>

Notwithstanding definitions provided elsewhere in this Schedule, for purposes of this Rule 34-029, the following terms have the following meanings:

"MPA property" means all property owned, leased, or operated by or under the controlled of the Maryland Port Administration.

"Port facilities" and "Port facility" means any one or more or combination of facilities and structures owned, leased, operated by, or under the control of the Maryland Port Administration, including:

(a) Lands, piers, docks, wharves, warehouses, sheds, transit sheds, elevators, compressors, refrigeration storage plants, buildings, structures, and other facilities, appurtenances, or equipment useful or designed for use in connection with the operation of a port;

(b) Every kind of terminal or storage structure or facility useful or designed for use in handling, storing, loading, or unloading freight or passengers at marine terminals;

(c) Every kind of transportation facility useful or designed for use in connection with any of these.

"Terminals" mean those portions of "Port facilities" and/or properties, including but not limited to the piers, wharves, bulkheads, docks, banks, land, buildings, and other facilities, under the control of the MPA including but not limited to: Childs Street (Piers 4 & 5); Clinton Street (Pier 1,

boathouse and Pier 2); Cox Creek; Dundalk Marine Terminal; Fairfield Automobile Terminal; Hawkins Point Marine Terminal; Locust Point Marine Terminal – North; Locust Point Marine Terminal – South; Masonville Marine Terminal; Seagirt Marine Terminal; 2001 Broening Highway; and 2200C Broening Highway, and 10 Maryland Avenue, Dundalk, MD

"User" means an ocean carrier, rail carrier, lighter operator, motor carrier, custom house broker, independent contractor, stevedore, freight forwarder, shipper, consignee, visitor, lessee, or other user of, or person present on MPA property or within 100 feet of Port facilities or any vessel secured thereto, including but not limited to agents, servants, employees, tenants, subtenants, customers, and any commercial or social invitees of any of the aforesaid parties or entities.

3. <u>Security-Based Entry and Exclusion:</u>

MPA has the right to enter any User's premises on a Port facility at any time to address any matter that, in MPA's sole discretion, warrants such entry in the interest of the safety and/or security of any Terminal, any person or property thereupon, or any vessel secured thereto, or to investigate or remediate any other threat to human health or the environment.. MPA also has the right to bar any User from entering any premises on any Port facility, including that leased to the User, if, in MPA's sole discretion, such bar is warranted in the interest of safety and and/or security of a Port facility, person, or property thereupon, or any vessel secured thereto.

4. <u>Prohibited Activity:</u> ("A")

A. A User, or any other person, is prohibited from engaging in any of the following activity on any Port facilities or MPA property:

1. Providing false information to gain access to a Terminal or to cargo;

2. Any of the following activity within 100 feet of a Port facility when not occupied by a vessel or within 100 feet of any vessel moored to a Port facility:

(a) Swimming, diving, or wading;
(b) Fishing or crabbing;
(c) Recreational boating;
(d) Unauthorized vehicle parking. ("A")

3. Violation of any State or federal statute or regulation; or

4. Hunting or discharging firearms.

B. A User, or any other person, is prohibited from engaging in any of the following activities on MPA property, without express written authorization by MPA:

1. The delivery, receipt, or removal of cargo or equipment to or from a Port facility without following established procedures;

2. Damaging or removing property of the MPA or any user without authorization by the owner of the property or the owner's designee;

3. The dumping of personal trash, waste, or any other material;

4. The possession of weapons or firearms;

5. Fishing or crabbing;

6. Swimming or diving;

7. Operating or parking or storing vehicles off-road; or

8. Photography, filming, or video camera use as follows:

(a) Film, videotape, or other image-retention media used on a Terminal to capture images of security sensitive sites, restricted areas or other critical infrastructure regulated by 33 Code of Federal Regulations § 105.260 and that the MPA Office of Security or the MdTA Police, in its sole discretion, determines to constitute a breach of security shall be subject to confiscation. Confiscation and retention of property under this regulation shall be performed in accordance with MdTA Police procedures.

(b) Except as provided in subsection 8(a) above, and only after advance notification of the MPA Office of Security, photography, filming or video camera use is permitted by:

(i) Law enforcement officers or employees of other government agencies including but not limited to the United States Coast Guard, United States Department of Homeland Security, MdTA Police and the Baltimore City Police Department for law enforcement or homeland security purposes;

(ii) MPA employees within the scope of their employment;

(iii) Exclusive representative of employees under State Personnel and Pensions Title 3 to protect health and safety of employees;

(iv) Ocean carriers, rail carriers, lighter operators, motor carriers, custom house brokers, independent contractors, stevedores, freight forwarders, shippers, consignees, or other users of Port facilities, including but not limited to agents, servants, employees, tenants, subtenants, customers, and any commercial or social invitees of any of the aforesaid parties or entities as part of their legitimate business activities on MPA property, and;

(v) Members of the news media or others who have received advance written authorization from the MPA Office of Security.

9. Misuse of Fire Hydrants. Use of fire hydrants for anything other than fire-related activities is strictly prohibited and may be subject to any repair costs associated with the misuse plus a fine of up to a maximum of $500.00 per incident.

5. <u>Access:</u>

Entry to MPA facilities will not be allowed without prior MPA approved access, appropriate security clearance, or MPA approved identification.

A vessel not authorized in advance by the MPA may not approach or dock at any MPA facility at any time.

Authorized vessels wishing to approach or dock at a Port facility shall give 24 hour advance notice by calling Maryland Transportation Authority Police at (410) 633-1119.

6. <u>Code of Maryland Regulations (COMAR):</u>

All Users must comply with regulations promulgated by the Maryland Department of Transportation the Maryland Port Commission, and/or MPA under Code of Maryland Regulations (COMAR) Title 11, including, without limitation, Subtitle 05 thereof, as said regulations may be amended from time to time, and which regulations are incorporated by reference into this Schedule.

Rule: 34-030
SECURITY CHARGES: ("A")

The Administration will assess security charges to offset the cost of federally mandated security measures. The surcharge will be assessed as provided below:

Cruise vessels with passengers	$1.50 per passenger embarking $1.50 per passenger disembarking $1.50 per passenger in transit
Container vessels and barges with containers	$6.50 per loaded container
Non-container vessels and all other vessels and barges	$2.50 per linear foot (LOA) per Port Call.

The Administration shall determine, in its sole discretion, the charges to be applied. The Administration reserves the right to pass on additional security charges should circumstances warrant.

SECTION VIII
DAMAGES

Rule: 34-031
DAMAGE TO FACILITIES: ("A")

All Users, shall be held responsible for any damage to or destruction of the property and facilities owned by Maryland Port Administration (including, but not limited to, expenses of, damage to, destruction of, repair or replacement of terminal facilities or equipment) resulting from their use, or arising from any acts, omission, neglect or default of Users. The Maryland Port Administration reserves the right to repair, rebuild, contract for repair any damages to or destruction of docks, wharves, warehouses or transit sheds, equipment, rail or shop facilities, water and light facilities and to hold the Users and/or all other parties that may be considered responsible for the damages, liable for payment of damages, together with all interests, costs and attorney's fees that may be incurred in the collection of the damages. The Maryland Port Administration may detain any vessel, watercraft, vehicle, common carrier, etc. that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees. Any damage or destruction to the Maryland Port Administration property must be reported immediately to the Maryland Transportation Authority Police, Port Detachment at 410.633.1092.

SECTION IX
SAFETY

Rule: 34-032
SAFETY: ("A")

All Users are required to conform with any and all municipal, state and federal law, codes or regulations, including but not limited to OSHA, USCG, EPA, Department of Homeland Security, DOT and will be held responsible for any violations of same.

Rule: 34-033
PERSONNEL PROTECTIVE EQUIPMENT: ("A")

All personnel operating on the Maryland Port Administration common areas to include, all roadways, wharfs, aprons and common cargo staging areas shall wear an approved reflective safety vest or clothing that provides high visibility. All personnel working in or around Maryland Port Administration cranes will wear an approved hard hat at all times. All personnel operating a

motorcycle will be required to wear an approved DOT helmet, as well as an approved safety vest. Open toed shoes are prohibited in the aforementioned areas.

SECTION X
ENVIRONMENTAL STANDARDS

Rule: 34-034
ENVIRONMENTAL STANDARDS: ("A")

All Users shall ascertain and comply with all applicable environmental standards set by international, federal, state or local laws, rules or regulations related to User's entry onto, use, occupancy, and services provided or received by User on Terminal Facilities, including but not limited to, obtaining and all required permits and/or governmental approvals(hereinafter referred to as "Environmental Standards"). All Users shall also ascertain and abide by the Administration's rules and best management practices related to Environmental Standards. A current list of the Administration's best management practices can be found on the Administration's website http://www.mpa.maryland.gov/greenport/. Each User shall establish and maintain a program of compliance with all Environmental Standards, and shall monitor its compliance with Environmental Standards and immediately halt and correct any incident of non-compliance. Upon request by the Administration, all Users shall promptly produce for inspection by the Administration any permits issued related to Environmental Standards.

In the event of any incident of non-compliance with Environmental Standards, the User shall:

(1) Give the Administration immediate notice of the incident, providing as much detail as possible to the Maryland Transportation Authority Police at 410-633-1092;
(2) Provide the Administration with a copy of any report regarding any incident of non-compliance submitted to any regulatory agency; and
(3) Cooperate with the Administration or its designated agents or contractors with respect to the investigation of such incident.

User shall undertake and be liable for any and all preventive, investigatory, or remedial actions (including emergency response, removal, containment and other remedial actions) that are either: required by an applicable Environmental Standards or governmental authorities; or necessary to prevent or minimize property damage to the Terminal Facilities, personal injury or damage to the environment, by releases of or exposure to materials deemed hazardous under the Environmental Standards. User shall undertake such preventive, investigatory or remedial actions regardless of whether the release occurs on land leased or otherwise controlled by the User. In any instance where

it is determined by the Administration that preventive, investigatory or remedial actions are not being undertaken in a timely and/or adequate manner by the responsible User(s), the Administration shall have the right, but not the obligation, to commence and complete the preventive, investigatory or remedial actions at the sole expense of the User. In such cases, the full cost of the Administration's actions plus an administrative fee of 15% will be charged to the responsible User(s). In instances where a vessel is the responsible User, full payment of the Administration's preventive, investigatory or remedial actions must be paid by the franchised agent or vessel representative before the vessel will be permitted to sail from the Terminal Facility. In instances where a vessel is prohibited from sailing due to the failure to pay costs as prescribed by this paragraph, dockage charges will continue to be applied until such time as the vessel sails from the Terminal Facility.

All Users agree to indemnify, protect, defend and save harmless the Administration, the State of Maryland, and its agents and employees, from and against all suits, actions, claims, demands, damages, losses, expenses and costs of every kind and description to which the Administration or the State of Maryland, its agents or employees may be subjected by reason of injury to or death of persons or by reason of injury or damage to, or destruction of property of any person, firm or corporation by reason of any act or of omission of User or its officers, agents, employees, contractors, sub-contractors, invitees or licensees arising out of, relating to, or resulting from User's, or its officers', agents', employees', contractors', sub-contractors', invitees' or licensees' failure to comply with Environmental Standards, unless caused by the fault or negligence of the Administration, regardless of whether such suits, actions, demands, damages, losses, costs and expenses be against or sustained by the Administration, its agents and employees or be against or sustained by others to whom the Administration, its agents or employees, may become liable.

As federal, state and local environmental regulations require modifications, treatment, retrofits of existing Administration properties, the Administration reserves the right to charge a fee for performing these environmental compliance activities.