

Canaveral Port Authority

Tariff No. 14

**General Information, Port Facilities with
Rules & Regulations for Marine
Operations, Security and Business
Including Rates for Dockage, Wharfage,
Handling, Storage, Container Terminal
and Other Services**



***First Version Tariff No. 14
Effective: October 1, 2015***

**Canaveral Port Authority
TARIFF NO. 14**

October 1, 2015

Issued by

BOARD OF COMMISSIONERS
OF THE
CANAVERAL PORT AUTHORITY

R. Bruce Deardoff
Thomas W. Weinberg
Wayne E. Justice
Jerry W. Allender
John Hank Evans

&
STAFF

John Walsh, CEO

For Distribution Contact:
Business Development
445 Challenger Road, Ste. 301
Cape Canaveral, Florida 32920

Phone: (321) 783-7831
Fax: (321) 783-3748
E-mail: cpa.trade@portcanaveral.com
www.portcanaveral.com

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**SECTION 100
LEGAL NOTICES**

CONSENT OF TERMS OF TARIFF

Rule No. 100

The use of the waterways and facilities under the jurisdiction of Canaveral Port Authority ("CPA") ("Port Canaveral") shall constitute a consent to the terms and conditions of this tariff, and the rules and regulations of the Canaveral Port Authority, as the same exist at the time of each such use; and such use shall evidence an agreement on the part of the agents, and other users of such waterways and facilities, to pay all charges specified in this tariff, and be governed by all of said tariff terms and conditions and rules and regulations

GOVERNING AUTHORITY AND JURISDICTION

Rule No. 105

Governing Authority: The Canaveral Port Authority is an Independent Special Taxing District created by the State of Florida. It has jurisdiction over and control of Port Canaveral including all wharves, sheds, warehouses, terminals, slips and upland areas and all other property operated by it. It has the power to fix and regulate rates, charges, rules and regulations for the use of these facilities. The administration, operating and maintenance of the Canaveral Harbor District is governed by a duly elected Board of Commissioners of the Canaveral Port District, and is under the direct supervision of a Port Director appointed by said Board of Commissioners.

Jurisdiction: Jurisdiction for any action whether in law or equity and whether founded in contract or in tort, brought by any user against the Canaveral Port Authority arising from or incidental to the user's operations on property of the Canaveral Port Authority and/or its use of Canaveral Port Authority's services or facilities, shall lie exclusively in the Circuit Court of the Eighteenth Judicial Circuit, in and for Brevard County, Florida. Use of Canaveral Port Authority's facilities or receipt of its services by any user shall constitute that user's consent to jurisdiction and venue in accordance with this Rule 105, and constitute that user's waiver of jurisdiction or venue in any other location or forum. This Rule 105, does not apply to any action by any user against the Canaveral Port Authority which may be instituted pursuant to an Act of the Congress of the United States that expressly designates the jurisdiction in which such action shall be prosecuted, and from which the Canaveral Port Authority would not have sovereign or eleventh amendment immunity.

**APPLICATION OF TARIFF AND TEMPORARY
EMERGENCY CHANGES THERETO**

Rule No. 110

The rates, rules and regulations contained in this tariff shall apply equally to all users of and all the traffic on the waterways and facilities of Port Canaveral owned and operated and under the jurisdiction of the Canaveral Port Authority; except where inconsistent with express provisions of leases for space and facilities to private persons. The Canaveral Port Authority shall be the sole judge as to the application and interpretation of this tariff and supplements hereto. Fees reflecting, but not limited to, wharfage, dockage, harbor master and running lines may be waived, reduced, or absorbed by the Port Director, if determined to be necessary for the efficient use of the facilities and in the best interest of the Port. Contact the Business Development Department for copies, questions or new commodity listings.

The Port Director shall have the authority to implement changes to the tariff if it is determined such action must be immediate and necessary for competitive purposes and/or the efficient use of the facilities, and in the best interest of the Canaveral Port Authority. This is to include, but not limited to, fees reflecting wharfage, dockage, harbor master and running lines. If changes remain in place for a period of 12 months and are expected to remain permanent thereafter, they will be submitted to the Board of Commissioners as a tariff revision for its approval.

VESSEL REPORTS AND CONTROLS REQUIREMENTS

Rule No. 115

All agents requesting a berth for a vessel at a Canaveral Port Authority commercial wharf shall, as far in advance as possible but at a minimum 24 hours prior to docking, make application to the Harbor master specifying the date and time of docking. The application shall include information regarding the approximate date and time of departure as well as the nature and quantity of cargo to be handled. The name, registration, and enrollment of the vessel must be provided. Failure to make proper application could result in a delay in the vessel's arrival.

All vessels requesting a Canaveral Port Authority commercial wharf shall notify the Harbor master of their estimated time of arrival. Deviations or subsequent changes to scheduled arrival times shall also be reported. Such notices shall be

given by all vessels as far in advance as is reasonably feasible in order to facilitate ship movements, coordination, and arrangement of port services for incoming vessels.

Masters and vessels, requesting use of a Canaveral Port Authority commercial wharf, shall contact the Harbormaster Office upon arrival in order to ascertain the vessel's pre-assigned berth. The Harbormaster, or his/her designee, shall regulate and supervise the berthing of all vessels.

Full capacity and continuous 24 hour vessel operations may be required at the discretion of the Harbormaster, or his/her designee, in order to facilitate port operations and efficiency. Refusal or failure to fully comply with a continuous operations request may result in an order for the vessel to vacate the berth.

The Canaveral Port Authority reserves the right to order a vessel moved from its berth to a more suitable location including anchorage in the event of a disruption of the vessel's power or any other hindrances of its loading or unloading capabilities which impedes the vessel's ability to discharge or take on cargo pending necessary repairs.

The Canaveral Port Authority shall retain full authority to move or cause to be removed any vessel at any time and for any reason as deemed appropriate by the Harbormaster. The Harbormaster shall have absolute authority to arbitrate disputes and to direct masters, agents, and others having charge of vessels.

Before sailing from a Canaveral Port Authority commercial wharf, all vessels shall notify the Harbormaster Office of the vessel's sailing time and obtain departure approval. Such notice shall be as far in advance of the actual departure time as is reasonably feasible in order to facilitate ship movement and coordination; however, in all incidents such notice shall be at least 2 hours prior to departure.

The Master, or others having charge of the vessel, shall direct and cause to be reported to the Canaveral Port Authority's Finance Department all cargo loaded into or discharged from such vessel. Such report shall be submitted within two (2) working days of sailing or completion of cargo operations and in the form of copies of the ship's manifest or certified statements that show number of units, commodities, and all other information which the Canaveral Port Authority deems necessary for the compilation of commercial statistics or for other purposes. Failure to provide the requisite reports within the designated time period shall result in a \$500 per day penalty assessed to and payable by the ship's agent unless expressly waived in whole or in part by the Port Director.

EMERGENCY SHIP MOVEMENT POLICY

Rule No. 120

See addendum E

**MOU BETWEEN THE CANAVERAL PORT AUTHORITY AND
THE NAVAL ORDNANCE TEST UNIT**

Rule No. 125

See addendum D

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**SECTION 200
GENERAL INFORMATION**

BUSINESS HOURS

Rule No. 200

The normal administrative business hours of the Port Canaveral Port Authority shall be from 8:00 a.m. to 5:00 p. m. Monday through Friday, except holidays. Work performed at hours other than stated will be subject to overtime charges.

LOCATION

Rule No. 205

Port Canaveral is located in Brevard County on the East coast of Florida, approximately five to six miles north of Cocoa Beach at Latitude: 28°24'26"N; Longitude: 80°30'49"W. The main port is orientated in an east - west direction, extending from the Atlantic coast to the Banana River. The port is bordered to the north by the Cape Canaveral Air Force Station and the Banana River, and bordered to the south by the City of Cape Canaveral. The harbor contains three turning basins. Starting from the east (ocean ward) they are: the Trident Turning Basin (TTB), the Middle Turning Basin (MTB), and the West Turning Basin. (WTB). The basins are connected by a channel Inner Reach West Access Channel that forms the south boundary of each basin.

HARBOR ENTRANCE

Rule No. 210

Entrance to the harbor from the Atlantic Ocean is through a straight channel 500 feet wide and 46 feet deep, that runs due west through jetties to the turning basins. The entrance from the Intracoastal Waterway (Indian River) is by a canal 125 feet wide 12 feet deep, running due east across Merritt Island for approximately four miles, to a lock measuring 600 feet by 90 feet.

TURNING BASINS

Rule No. 215

Information about the harbor's three turning basins:

- Trident Turning Basin: Approximately 1,600 feet wide by 1,800 feet long basin with an access channel that tapers in width from 650 feet at the north end, to 400 feet at the south end, -41 foot depth. The access channel has an authorized depth of -44 feet.
- Middle Turning Basin: Approximately 2,260 feet long basin (including channel). 1,800 feet wide at the north end, 2,600 feet wide at the south end, -35 foot depth east and north portion, -41 feet west and south portion, 1,400 foot diameter turning circle located in the south west corner.
- West Turning Basin: Trapezoidal basin which measures 2,750 feet wide at the widest point in the north 1,400 feet wide at the narrowest point near the existing corner cut off, 1,650 feet long between Cruise Terminals 5 and 10, -31 feet federal project depth, -35 feet CPA maintained depth, 1,725 foot diameter turning circle in the south east quadrant. At the north side is the Cruise Terminal 5 Basin, 650 feet wide by 800 feet long, -35 foot depth

BERTHING FACILITIES

Rule No. 220

Port Canaveral has berths located on both the North and South sides of the harbor. Cruise facilities are separated from cargo facilities. Each cruise terminal is supported by a separate, secured parking facility. For information about dock space, depth of berth and other information, see below: A more detailed map is available on our website <http://www.portcanaveral.com/maps.php>; or for more information call the Harbormaster, see addendum C for contact information.

Below is a brief description of the CPA:

North Side

Cargo

Six berths available. Two general cargo berths, North Cargo Berth ("NCB") 1 & 2, are located on the Middle Turning Basin and NCB 3 & NCB 4 are located on the North edge of the channel between the West Turning and Middle Turning Basins. NCB 5 & NCB 6 are located on the diagonal entrance to the West Turning Basin. Ship to

shore cranes are available on NCB 5 & 6. A roll-on/roll-off (RO/RO) ramp is located adjacent to NCP1. Future NCB 8 will be located in the northernmost section of the West Turning Basin.

Cruise

Four available berths. All four cruise ship terminals are located in the West Turning Basin. Cruise terminals ("CT") are noted as CT 5, CT 6, CT 8 and CT 10 and serve home ported and port of call cruise vessels.

South Side

Cargo

Four berths available. The four berths are located on the south edge of the channel across from the middle turning basis. Cargo berths are noted as South Cargo Berth ("SCB") 1, SCB2, SCB3, SCB4.

Cruise

Three berths available. Cruise terminals are noted as CT 2 and CT 3 and service several port of call cruise ships. CT 1 serves several cruise lines as a home port and port of call terminal and is adjacent to restaurants and the CPA Exploration Tower.

Recreation

Six public boat ramps are available along with parking for ingress and egress to the Atlantic Ocean. There are three private marinas offering boat repairs and fuel.

**WATER AND FUEL BUNKERING
FACILITIES**

Rule No. 225

All berths have facilities for supplying fresh water. SCB3, CT1 and SCB4 on the South side have bunkering facilities. NCB 1, NCB 2, as well as CT5, CT6, CT8, and CT10 on the North side have bunkering facilities.

STORAGE FACILITIES

Rule No. 230

A variety of Storage Facilities are available including dry, refrigerated, freezer foreign trade zone warehousing, specialized facilities including dry bulk silos and liquid bulk tanks, and paved open storage. Please contact the Canaveral Port Authority Business Development Department for a list of facilities.

CONTAINER FACILITIES

Rule No. 235

Container facilities are located at NCB5 & 6 on the northside of Port Canaveral. These berths are serviced by two Ship to Shore cranes.

RAILROAD FACILITIES

Rule No. 240

The Port is served by the Florida East Coast Railroad through their Cocoa, FL. rail car facility, and Norfolk Southern via a multi-purpose terminal in Titusville, FL.

FOREIGN TRADE ZONE 136

Rule No. 245

Port Canaveral is the Grantee for Foreign Trade Zone 136, all of Brevard County. Please refer to Foreign Trade Zone 136 Tariff No. 5 on our website at <http://www.portcanaveral.com/Cargo-Trade/FTZ-136> or contact Business Development Department.

GENERAL RESTRICTIONS AND LIMITATIONS

Rule No. 250

The Canaveral Port Authority is not obligated to provide storage or accommodation for property which has not been transported nor is intended to be transported by water to or from the port; nor is it obligated to provide dockage, wharfage, storage, or other services beyond reasonable capacity of the facilities; nor is it obligated to provide extended storage for any property in the course of normal operations, beyond a period of time determined by the Port Director.

The Canaveral Port Authority is not obligated to accept any cargo, either inbound or outbound, which is not compatible with the accepted objectives of the Port and the established assurances to the community. The Port Director or his/her designee has discretionary authority to refuse any such cargo.

REAL ESTATE RENTALS

Rule No. 255

Contact the Real Estate Department of the Canaveral Port Authority, see addendum C. For information regarding leasing of property owned and operated by the Canaveral Port Authority for current rental rates.

RECREATION RENTALS

Rule No. 260

Contact the Recreation Department of the Canaveral Port Authority for information regarding recreation rentals owned and operated by the Canaveral Port Authority as well as Exploration Tower and Jetty Park. See addendum C for contact information.

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SECTION 300
MARINE OPERATIONS –RULES AND REGULATIONS

HARBORMASTER

Rule No. 300

The Port Director shall designate the Harbormaster, and such other personnel deemed necessary for the execution and compliance with the operational rules, regulations, and Tariff of the Port. The Harbormaster shall report to the Port Director, or his/her designee, see addendum C for contact information. The duties of the Harbormaster include:

1. Scheduling of ship arrivals, departures and assigning berths in coordination with the Canaveral Pilots Association, ship's agent and the local military establishment to provide for maximum safety and to reduce the possibility of incidents which could endanger personnel, lead to damage to vessels or create oil spills or other environmental damage.
2. Coordinate the priority of vessel movements with the U.S. military when potential conflicts in scheduling.
3. Coordination of marine safety and security procedures for Port Canaveral Harbor with the Canaveral Pilots Association, the U.S. military, U. S. Coast Guard, U. S. Corps of Engineers, the Port Facility Security Office, and representatives or agents of vessel owners.
4. Processing of billing information.
5. Tracking the arrival and departure of vessels, whether on public or privately leased berthing areas within the Port, including boat ramps.
6. Scheduling of vessel usage of berths, anchorages, or other facilities at the port.
7. Ordering and enforcing a vessel, at its own expense and risk, to vacate or change position at a berth, anchorage, or facility, whether public or privately leased, in order to facilitate navigation, commerce, port security, protection of other vessels or property, unauthorized use of Port property or facilities, or the dredging of channels or berths.
8. Designating port facilities for the loading or discharging of vessels.
9. Monitor waterside areas for threats to navigational safety and security, making notification to the Facility Security Officer on security related issues.
10. Issue written orders of compliance, and notices of violation under the Tariff.

Vessel Movements; Penalties -

1. Failure to Vacate or Change Position: penalties –
Any vessel that unnecessarily delays in moving under an order to vacate or change position may be penalized in an amount not exceeding \$1,000 for each hour or fraction thereof, plus 150 percent of the demurrage costs incurred by a waiting vessel, until the order is complied with. The penalty shall be imposed and collected by the Canaveral Port Authority.
2. Obstructing or resisting Harbormasters; penalties —
If any person, master, consignee, agent, wharfinger or wharfowner, lessee of a wharf or other person shall oppose or resist the Harbormaster, or the Duty Harbormaster in the execution of their duty, or disobey any order given by either of said officers as to the manner of removing or adjusting the rigging of any vessel under the control of such person, he or she shall be guilty of a misdemeanor of the second degree, punishable as provided per Florida State statutes.
3. Failure to Notify Harbormaster: penalties –
Any master of a vessel who shall fail to report to the Harbormaster for a berth at the wharves, on arriving in port, shall be guilty of a misdemeanor of the second degree, punishable as provided per Florida State statutes.

DUTY HARBORMASTER

Rule No. 305

The Port Director may appoint Duty Harbormaster(s) to provide a 24/7 contact for vessel owners, operators, agents, or masters in the absence of the Harbormaster, and to ensure compliance with the operational rules, regulations, and Tariff of the Port. The Duty Harbormaster(s) see addendum C for contact information or hailed on channels 12 or 16 (VHF) by the call sign "Canaveral Harbormaster". The duties of the Duty Harbormaster shall include those as outlined in Rule No. above. When a situation arises where the Duty Harbormaster is unable to resolve it satisfactorily, or it is outside the

responsibilities designated to the Harbormaster by the Tariff; contact shall be made with the Harbormaster, the Port Director, or his/her designee for resolution.

RESERVATIONS FOR CRUISE VESSELS

Rule No. 310

The Canaveral Port Authority will accept requests for advance reservations for cruise vessels on a "first come, first served basis" or by contract and will protect a day or dates for berths and other specialized facilities as needed. Advance arrangements are to be made by agent with the Harbormaster or his designated representative. Notwithstanding the above, the Canaveral Port Authority reserves the right through the Harbormaster to assign berths and/or change the assignment of berths already reserved for the best utilization of Port Canaveral facilities taking into account any and all elements which the Port, in its sole discretion, chooses to consider in order to achieve the best berth and facilities utilization and is in the best interests of the Port. Ships requiring berths due to weather, medical or any other request contact Harbormaster as soon as possible. The Canaveral Port Authority shall not be responsible for delays to vessels in berth or seeking berth, or be responsible for damages resulting from delays to vessels, regardless of cause.

RESERVATIONS FOR VESSELS OTHER THAN CRUISE

Rule No. 315

Unless otherwise provided by written contract with a terminal operator, all vessels shall be assigned berthing facilities by the Harbormaster on a first come, first served basis. All vessels shall be assigned to berths in the order in which they declare themselves as ready in all respects to commence work immediately upon arrival at berth, have fully complied with the filing of a Berthing Request and notice provisions will then be assigned berths in the order of arrival at the sea buoy, except as provided by written contract. Notwithstanding the above, the Canaveral Port Authority reserves the right through the Harbormaster to assign berths and/or change the assignment of berths already reserved for the best utilization of Port Canaveral facilities taking into account any and all elements which the Port, in its sole discretion, chooses to consider in order to achieve the best berth and facilities utilization and is in the best interests of the Port. Cargo vessels loading or unloading are limited to 72 hours at berth when another vessel is awaiting the same berth with a confirmed berth application. The Harbormaster may make an exception to this rule to allow continued berthing. The Canaveral Port Authority shall not be responsible for delays to vessels in berth or seeking berth, or be responsible for damages resulting from delays to vessels, regardless of cause.

CHANGE OF LOCATION OF VESSELS

Rule No. 320

Any vessel, boat, barge or other water craft, must at all times have on board a person in charge with authority to take such action in any actual emergency as may be necessary in order to facilitate common navigation or commerce or for the protection of other vessels or property. The Port Director or Harbormaster is hereby authorized and directed to order and enforce the removal or change of location of any vessel, boat, barge or other water craft at its own expense, to such place as the Port Director or Harbormaster may direct, for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property, and it shall be unlawful for the Master, owner or agent of such vessel to fail, neglect or refuse to obey any such orders of the Port Director or Harbormaster.

If there is no responsible person available, or if the person in charge refuses to shift the vessel as directed, the Canaveral Port Authority may have the vessel shifted at the risk and expense of the vessel owner or operator.

PILOT CONTROLS AND REGULATIONS

Rule No. 325

All pilots or deputy pilots must be licensed or indentured by the State of Florida Pilot Commission. It is required for foreign vessels and all coastwise vessels, except those United States coastwise vessels which have on board a pilot licensed by the United States Government. If a vessel is sailing to a foreign port or arriving from a foreign port, it will have to engage a pilot licensed or apprentice pilot indentured by the State of Florida Pilot Commission for Port Canaveral, Florida, even though a United States licensed pilot is on board. All pilot service herein provided shall be by contractual arrangement running solely between the pilot engaged by the vessel and the vessel, its agents and owners. Canaveral Port Authority and the State of Florida Pilot Commission are not part of a contract arrangement.

In accordance with Florida State Statute 310.141, a state licensed Pilot is required for all vessels that require over seven (7) feet of draft whether docking or undocking at Port Canaveral.

All Port pilots, including those holding a United States license, shall obey the directions given by the Port Director, Harbormaster or their designee in all particular instances as to vessel movement on the waters under jurisdiction of the Canaveral Port Authority, either inbound or outbound, berthing, re-berthing, with regard to any vessel movement coordination and safety issues concerning these ship movements. Any party failing to so obey any such direction of the Port Director, Harbormaster or their designee, shall lose their privilege to operate as a pilot at Port Canaveral, and such may be enforced by injunction or otherwise.

Pilotage services are provided in Port Canaveral by the Canaveral Pilots Association, see addendum C. For information regarding pilot(s) licensed by the United States Government, please contact the Harbormaster office, see addendum C.

DECK WATCH**Rule No. 330**

All vessels moored to Canaveral Port Authority operated wharves will maintain a live deck watch and monitor Channel 12 and 16 with the capability of communicating in English. The Port Director, or his/her designee, may require any vessel berthed at private leaseholds to maintain a live deck watch and have an English speaking person to monitor Channel 12 and 16.

LIGHTS**Rule No. 335**

All vessels, while within the jurisdictional waters of Port Canaveral, shall display proper navigation lights between sunset and sunrise and during periods of restricted visibility (fog, rain, haze, etc.) in accordance with the U.S. Coast Guard Navigation Rules.

The use of flashing, occulting, or revolving lights is prohibited except where expressly allowed by Law.

MOORING**Rule No. 340**

The Master and crew of each vessel shall, at all times, ensure that their vessel is secured to the wharf utilizing mooring lines in sufficient number, positioning, strength, and condition. Vessel's crew shall tend to their vessel's mooring lines for the duration of the vessel's dockage as needed in order to accommodate for changes in weather conditions, changes in tide, and passing vessels. Additionally, all vessels must comply with any mooring arrangement recommendations as given by the Harbormaster, and/or Duty Harbormasters.

UNDER KEEL CLEARANCE AT BERTH**Rule No. 345**

Any vessel berthed alongside any dock or seawall within Port Canaveral shall at all times maintain an under keel clearance of at least six inches between the lowest protrusion of the vessel and the sea bottom regardless of tidal conditions.

SPEED**Rule No. 350**

It shall be unlawful for vessels or other watercraft to proceed at a speed which will endanger other vessels or structures or to cause wake damage.

ANCHORAGE IN PORT CANAVERAL**Rule No. 355**

It shall be unlawful for any person, firm or corporation whether as principal, servant, agent, employee or otherwise, to anchor any vessel, barge, boat or other water craft of any kind in any of the turning basins or channels in Port Canaveral without permission from the Port Director or his/her designated representative except in cases of actual emergency. Vessels anchoring under emergency conditions will report to the Port Director or his/her designed representative and the Canaveral Pilots immediately with a full statement of the circumstances. Violators will be charged \$500 per day or any portion thereof, or twice the dockage charge, which would be applicable to the vessel, whichever is greater. Vessels authorized by the Port Director to anchor in Port Canaveral will be charged the dockage charge, which would be applicable to that vessel.

COLLISION/ALLISION**Rule No. 360**

In the event of a collision between two vessels or between a vessel and any wharf, dock or pier, a written report of such incident shall, be immediately reported to the Harbormaster for determination and instructions. A written report of such collision/allusion is required within twenty-four (24) hours thereafter and be furnished to the Port Director, or his designated representative by the master, owner or agent involved in the incident. In the event of a collision where a vessel is under way and proceeding to the open sea, there being no need of repair, said report may be mailed by the master of

said vessel from the next port which it enters; provided, further, that in all cases of collision/illusion, a report furnished by any owner or agent shall not relieve the pilot of the duty of rendering his report within specified time.

ENGINE IMMOBLIZATION

Rule No. 365

Masters, owners, or agents of vessels intending to immobilize the main engines of their vessels at Canaveral Port Authority wharves shall submit a formal immobilization request to the Harbormaster, or his/her designee a minimum of 48 hours in advance of said vessel's ETA. In the event that another vessel requires berthing at an immobilized vessel's berth for the purpose of actively working cargo, the Harbormaster will require the immobilized vessel to shift. All charges associated with said shift shall be at the expense of the Master, owner, or agent. In order to accommodate such shifts, as well as potential emergencies movements, an immobilized vessel shall have a sufficient number of crew onboard and also towing lines rigged on the offshore side of the immobilized vessel's bow and stern.

OBSTRUCTION TO NAVIGATION

Rule No. 370

No substance that will form an obstruction to navigation or become a nuisance shall be deposited in the waters of Port Canaveral.

SALVAGE OPERATION

Rule No. 375

Prior to the commencement of salvage operations, individuals and/or businesses desiring to perform salvage operations within the waters of Port Canaveral, will be required to furnish the Canaveral Port Authority with a performance bond, ensuring that the salvage operation will be performed expeditiously and to the satisfaction of federal, state, and local authorities.

The Port Director or his/her designated representative is authorized to determine and fix the amount of the required performance bond on a case by case basis.

UNDERWATER DIVING OPERATIONS

Rule No. 380

Underwater diving operations are prohibited within the confines of Port Canaveral except when authorized by the Harbormaster. Diving operations which have been authorized by the Harbormaster must notify the Harbormaster immediately prior to commencing diving operations, as well as at the conclusion of diving operations. Additionally, those involved with the dive operation must have personnel onsite at the dive that will monitor VHF channel 12, as well as display proper dive flags throughout the duration of the dive. Furthermore, authorized underwater diving operations must comply with all standing USCG policies and regulations.

For purposes of this Rule the confines of Port Canaveral are defines as including all water East of the Barge Canal Lock through the Jetties to the Atlantic Ocean.

This regulation does not apply to waters under the control of the United States Navy, United States Army Corps of Engineers, or to the United States Coast Guard.

HOT WORK

Rule No. 385

Hot work is prohibited on Canaveral Port Authority wharves except when authorized by the Cape Canaveral Fire Department. For information on obtaining a hot work permit, please contact the Harbormaster office.

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SECTION 400
FACILITIES – RULES AND REGULATIONS

ABANDONED CARGO

Rule No. 400

Any cargo on which charges have not been collected within 90 days shall be considered abandoned cargo. The Canaveral Port Authority reserves the right to remove any or all such property to another part of the premises, or remove it and place it in storage off the premises of the Canaveral Port Authority at the risk and expense of the owner. The Canaveral Port Authority may retain possession of the property until all charges have been paid. When the Port Director determines final abandonment of cargo in any instance, he shall dispose of same.

CLEANLINESS

Rule No. 405

All vessels, their owners or agents, and all other users of the facilities, shall be held responsible for cleaning the property which they or any of them have been allowed to use, assigned or leased to them, or any of them including piers adjacent aprons and gutters, as directed by the Port Director, or his/her designated representative. If the subject area is not cleaned according to federal, state, and local laws or reasonable progress is not being made as determined by the Administration, within 24 hours, the user will be charged \$500 per day for each day the area is not cleaned plus the costs of cleaning and 20% overhead.

DAMAGES TO PORT PROPERTY OR PROPERTY OF OTHERS

Rule No. 410

Users of the facilities of the Canaveral Port Authority shall be held responsible for all damage to property caused by the users. The Canaveral Port Authority reserves the right to repair said damages and billed against the user responsible for such damage at cost plus 20%. All repairs to building, structures, new construction, renovations, equipment, navigation structure etc., will meet current building codes.

It is the responsibility of the users of the Port facilities to immediately notify the Port Control and Harbormaster, of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within 3 working days. Canaveral Port Authority reserves the right to repair the damage on a cost basis plus 20% overhead. Failure to notify the Port of damages to the facilities will result in the cost of repairs of such damages plus 50%.

Any damages caused by the vessel to the wharf or equipment for any reason shall be the responsibility of the master and the owner of the ship causing the damage. The Canaveral Port Authority shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of the damage caused or a reasonable estimate thereof.

**MAXIMUM LOAD/HEIGHT OF CRANE CARGO
IN SHEDS ON WHARVES AND FACILITIES**

Rule No. 415

The Port Authority reserves the right to specify the maximum load that may be placed on its wharves and facilities, and the manner in which single heavy pieces shall be moved over said wharves and facilities and also reserves the right to specify the maximum height to which any commodity may be stacked or piled. A formal request for approval of such crane and heavy lift cargo movements shall be submitted through the Canaveral Port Authority Harbormaster Office and Engineering Department a minimum of 48 hours in advance of said movement. If an engineering analysis is deemed necessary to ascertain if the deck slab of the wharves can support the weight of a crane lift, cargo, handling or transport equipment, either individually or combined, the Port Authority will assess the cost of such analysis to either the crane operator, agent, ocean carrier, stevedore, tenant or cargo account as appropriate.

SIGNS

Rule No. 420

Painting signs on structures belonging to the Canaveral Port Authority is prohibited without prior approval. Signs to be erected on the Port shall be furnished by the Port users and erected or placed by the user after the Port Director has approved the design material and size of said signs. All signs shall be uniform and are subject sign regulation.

VEHICLES ON FACILITIES

Rule No. 425

It shall be unlawful for the owner or operator of any automobile, truck, trailer or other vehicle, to allow same to remain parked on any dock, wharf, restricted area or roadway of the Port facilities, for a longer period than is necessary to load or unload or passengers. Any vehicle in violation of this rule may be towed away and stored at the owner's expense plus 20% overhead. The Canaveral Port Authority shall assume no responsibility for charges or damages for removal and/or

storage. Parking will be administered by code enforcement officers in accordance with Canaveral Port Authority standing rules and regulations.

WHARF OBSTRUCTION

Rule No. 430

Stevedore's tools, appliances and equipment, vehicles, cranes or any other material or object which is not part of the cargo will not be permitted to remain or be stored on the aprons wharves, wharf premises, driveways, roadways, or other locations that would hamper normal Port operations without approval of the Port Director or his designee. If removal is ordered and the removal order is not adhered to, such material will be removed and stored at the owner's costs plus 20%.

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SECTION 500
SECURITY, SAFETY, AND ENVIRONMENTAL – RULES AND REGULATIONS

**DISCHARGING/THROWING TRASH, REFUSE, AND/OR
GARBAGE INTO WATERWAYS**

Rule No. 500

It shall be unlawful for any person, firm or corporation to deposit, place or discharge into the waterways of Port Canaveral either directly or through private or public sewers, any sanitary sewage, butcher's offal, garbage, dead fish, dead animals, gaseous liquid or solid matter, oil, gasoline, residuum of gas, calcium or carbide, trade waste, tar or refuse, or any other matter, which is capable of producing floating matter or scum on the surface of the water, sediment on the bottom of the waterways, or the odors and gasses of putrefaction.

Vessels discharging oil from bilges or tanks into the waters of Port Canaveral will be reported to the U. S. Coast Guard. Cost of cleaning and remediation plus 50% will be assessed to the vessel causing contamination.

EMERGENCIES

Rule No. 505

Anyone who becomes aware of an emergency within the jurisdictional boundaries of the Port should call 911 or notify Canaveral Port Authority - see addendum C - while taking such measures as may be appropriate.

In case of fire on board a vessel docked in port, such vessel shall sound repeated long blasts of its whistle or siren, each blast to be from four to six seconds duration, to indicate a fire on board, or on the wharf at which the vessel is berthed.

EXPLOSIVES

Rule No. 510

Explosives and hazardous or highly inflammable commodities or material may be handled over, or received on the wharves or other facilities of the Canaveral Port Authority by special arrangements with and at the option of the Port Director or his/her designated representative; should be performed subject to federal, state and local laws, ordinances, rules and regulations and approval from the Cape Canaveral Fire Department and U. S. Coast Guard.

HAZARDOUS MATERIALS

Rule No. 515

All port users/tenants will be held responsible for compliance with all OSHA, D.O.T., E.P.A., U.S.C.G., U.S.D.A., state and local regulations regarding the handling, storage, usage, disposal and spillage of all hazardous materials. Anyone or any concern handling, using, owning, transporting, possessing or disposing of hazardous material shall also indemnify and hold harmless the Port Authority from all damages, claims, and expenses including attorney fees resulting from the presence of such commodities at or near the Canaveral Port Authority. No provision or rule relieves or limits the violator's liability for its own negligence.

INCLEMENT WEATHER

Rule No. 520

Port Canaveral is not a suitable refuge for either hurricanes or tropical storms. Port Canaveral is a port of significant national interest and efforts must be taken to minimize damage which may be caused by vessels during severe weather. Vessels desiring to remain in the Port during a hurricane or tropical storm must request and receive permission from the USCG Captain of the Port and the Port Director or their designee of the Canaveral Port Authority. Said permission is in addition to any federally mandated requirement. The Canaveral Port Authority may have vessels shifted or removed from the port at the risk and expense of the vessel owner or operator in preparation for a hurricane or tropical storm.

Additionally, all tenants and users of Port Canaveral wharves and facilities shall be responsible for adequately securing all cargo, materials, and equipment that may cause personal injury and/or property damage in the event of a hurricane, tropical storm, or any other severe weather event. Port Canaveral tenants and users must also comply with all storm preparation directives given by the USCG, Brevard County Sheriff's Office, Cape Canaveral Fire Department, and the Canaveral Port Authority.

LOITERING

Rule No. 525

Loitering in or around restricted areas of the Canaveral Port Authority shall be prohibited. Unauthorized presence within a restricted area constitutes a breach of security. 33CFR 105.260 (c)(6)

MARPOL ANNEX V

Rule No. 530

All firms including vessel owners, agents, stevedores, trucker, chandlers, ship repair, oil vendors, all lessees and any public or private firm entering the Canaveral Port Authority property shall comply with the U.S.C.G. (PL 100-220) MARPOL ANNEX V code regarding disposal of plastic, vegetable and medical waste. Contact Canaveral Port Authority forty-eight (48) hours in advance of vessel arrival for list of A.P.H.I.S. approved Reception facilities.

NO SMOKING

Rule No. 535

It shall be prohibited for any person to smoke or light any match upon the port wharves or in the immediate vicinity of vessels containing, loading or discharging explosives or dangerous cargo and /or any other area where such is prohibited by the Canaveral Port Authority, the Fire Department, or the U. S. Coast Guard.

NUISANCE DISCHARGE CREATED BY VESSELS

Rule No. 540

No vessel shall permit excessive smoke, cleaning of boilers, blowing tubes, or otherwise create nuisance discharge conditions while in Port Canaveral.

OIL SPILL RESPONSE READINESS

Rule No. 545

All firms and governmental entities handling or moving hydro carbon based fluids over any wharf or bulkhead at the port must provide a current Discharge Prevention and Response Certificate, as required by Chapter 62N-16, F.A.C., demonstrating satisfactory pollution discharge containment and clean-up capabilities and) must have appropriate insurance coverage based upon the circumstances of response which names Canaveral Port Authority as "additional Insured" on all appropriate certificates of insurance. Insurance coverage shall include Pollution Liability, Auto, Boat/Hull, General Liability, Worker Compensation and USL&H Coverage in accordance with the Insurance Supplement that is part of this Tariff.

REMOVAL OF WASTE AND CONTAMINATED OILS

Rule No. 550

Contact the Canaveral Port Authority Harbormaster for a list of firms to contact for such service.

**RESTRICTED ACCESS AREAS AND SECURE/NO
TRESPASS ZONES**

Rule No. 555

The Canaveral Port Authority has designated secure and restricted areas within the port in accordance with Florida State Statute 311.12. These areas shall be clearly marked and indicate that unauthorized access is prohibited and constitutes a breach of security. In addition, security zones are established 100 yards around all tank vessels, cruise ships, and military pre-positioned ships within the port jurisdictional area and shall be enforced in accordance with the provisions of Florida State Statute 327.461.

**RESTRICTIONS REGARDING WASTE DISPOSAL
PRACTICES FOR PASSENGER VESSELS**

Rule No. 560

All passenger vessels operating from, or calling on, Port Canaveral are expected to abide by the waste disposal guidelines outlined in the Memorandum of Understanding (MOU) between the International Council of Cruise Lines (ICCL), Florida-Caribbean Cruise Association (FCCA) and the Florida Department of Environmental Protection (FDEP) and subsequently amended. These waste management and environmental standards and guidelines are now referenced on the Cruise Lines International Association (CLIA) website. A copy of the guidelines and also a complete copy of the original and amended MOU is available by contacting the CPA's Director of Environmental Plans & Programs, see addendum C for contact information.

SECURITY DISTANCES BETWEEN VESSELS

Rule No. 565

Security zones are established 100 yards around all tank vessels, cruise ships, and military ships while the vessels are within the jurisdictional waters of the Canaveral Port Authority. Entry into these zones is prohibited except as authorized by the United States Coast Guard. Security zones shall be in effect whether the vessels are in transit or at berth.

SECURITY SERVICES

Rule No. 570

The Canaveral Port Authority may require port tenants or users to provide security services to monitor cargo or other property under their care, control, or management. This shall include, but not be limited to, all cargo and properties encompassed by a tenant leasehold or site specific facility security plan.

Port Tenants, clients, or users, regulated by the United States Coast Guard under the purview of a site specific facility security plan, shall be wholly responsible for providing security services in accordance with the provisions of their site-specific plan.

Organizers of a special event or activity shall be required to provide adequate security services, as determined by Canaveral Port Authority, for the duration of such event or activity.

Security services required by this rule will be provided by a contract provider of security services authorized by the Canaveral Port Authority. Such services shall be in accordance with the requirements of Chapter 493 of the Florida State Statutes as amended.

SOLICITATION

Rule No. 575

It shall be unlawful for any person to solicit or carry on any business on property of the Canaveral Port Authority without first obtaining authorization from the Port Director and will be subject to having required occupational licenses.

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**SECTION 600
 DOCKAGE - RULES AND RATES**

BASIS OF DOCKAGE CHARGE

Rule No. 600

Dockage shall be based on the highest gross registered tonnage or the length overall of the vessel as shown in Lloyd's Register of Shipping. However, the Canaveral Port Authority reserves the right to admeasure any vessel when deemed necessary and use such admeasurements as the basis for dockage. If vessel is not in Lloyd's registry, then the vessel will be required to show a Certificate of Registry.

DURATION OF DOCKAGE CHARGE

Rule No. 605

Dockage is calculated per 24-hour period or part thereof and begins when the first line is secured to make fast a vessel to a wharf, pier, or bulkhead structure or to another vessel so berthed and is terminated when the last line is released. Dockage is based on straight running time and shifting from one adjoining berth to another shall not interrupt the straight running time, so long as a minimum of one mooring line remains on dock for the entirety of the shift.

**DOCKAGE CHARGES EXCEPT GOVERNMENT
 AND CRUISE VESSELS**

Rule No. 610

Dockage shall be based on the overall length of the vessel. Overall length is the linear distance as expressed in feet of the extreme length of the vessel. Lloyd's Register shall be used in determining the overall length of a vessel. Agents are responsible for collection and payment to Port Authority of all Dockage fees.

Over	But not more than	Charge per 24-hour day per LOA, in feet
0	225	\$2.48
226	250	\$2.94
251	275	\$3.47
276	300	\$3.74
301	325	\$3.88
326	350	\$4.18
351	375	\$4.56
376	400	\$4.78
401	425	\$5.20
426	450	\$5.68
451	475	\$6.26
476	500	\$6.53
501	525	\$6.99
526	550	\$7.26

Over	But not more than	Charge per 24-hour day per LOA, in feet
551	575	\$7.93
576	600	\$8.47
601	625	\$9.55
626	650	\$9.92
651	675	\$10.20
676	700	\$10.66
701	725	\$10.94
726	750	\$11.25
751	775	\$11.45
776	800	\$12.12
801	825	\$12.85
826	850	\$13.21
851	& Over	\$13.94

DOCKAGE CHARGES GOVERNMENT VESSELS

Rule No. 615

For U. S. Government owned public vessels regularly based, visiting and/or operating from Port Canaveral and in port either frequently or infrequently:

Per gross register ton, per 24-hour day or fraction thereof.....\$0.29

U. S. Navy vessels or foreign naval vessels making infrequent visits of short duration for recreation or open house, will be on a space available basis with prior written approval.....NO CHARGE

Government Vessels, not engaged in commerce, may be granted an exemption or reduction in rates at the discretion of the Canaveral Port Authority's Port Director or his/her designee.

DOCKAGE CHARGES CRUISE VESSEL

Rule No. 620

Dockage shall be based on length overall (LOA) of the vessel. LOA is the linear distance as expressed in feet of the extreme length of the vessel. Lloyd's Register shall be used in determining LOA of a vessel.

Over	But not more than	Charge per 24-hour day per LOA, in feet
0	400	\$2.98
401	550	\$4.35
551	650	\$5.86
651	800	\$7.34
801	950	\$8.70
951	1050	\$9.77
1051	1150	\$11.14
1151 & Over		\$12.83

One day Gaming vessels homeported at Port Canaveral with 200 or more sailings per year.....\$0.93

All other vessels dockage charges are determined by contract.

DOCKAGE CHARGES BUNKERING

Rule No. 625

All vessels calling at Port Canaveral for purpose of bunkering only, remaining on berth for less than 24-hours, will be charged dockage at the rate of 75% of the current tariff rate.

DOCKAGE FOR TUG AND BARGE BUNKERING

Rule No. 630

Tugs and barges engaged in bunkering only for cruise and cargo vessels will be charged 75% of the current published dockage tariff rate for each day they are in port.

COMMERCIAL LAYBERTH

Rule No. 635

Upon application to and acceptance by the Port Director or his designee for a layberth rate, and subject to availability of a suitable berth, ships that are in port for reasons other than for cargo or cruise operation:

Days 1-7 will be charged dockage at a rate of 100% of the published rate in Rule.

Days 8-30 will be charged dockage at a rate of 75% of the published rate.

Requests for layberth must be submitted to the Port Director or his/her designee by the ship agent, in writing, within 72 hours of the vessel's departure from Port Canaveral. Vessel lay-up in excess of 30 days shall be by contract

CRUISE REFURBISHMENT

Rule No. 640

Upon application to and accepted by the Port Director and subject to availability of a suitable berth, cruise vessels in port for refurbishment prior to commencement of or resuming cruise operations from Port Canaveral will be charged dockage at the rate of 75% of the current tariff rate unless expressly waived in whole or in part by the Port Director.

MINIMUM DOCKAGE

Rule No. 645

The minimum dockage invoice will be as follows:

Per 24-hour day or fraction thereof.....\$271.97

DOCKAGE FOR UNAUTHORIZED BERTHING

Rule No. 650

Any vessel berthed in an unauthorized manner or shifted without approval of the Canaveral Port Authority shall be subject to dockage in an amount equal to twice the published fee.

The Port Director or his designee may issue a written exemption to this rule, and may impose further restrictions, up to an including banning vessel docking, berthing, or mooring for safety, security, environmental, or severe weather conditions that threaten the Port's infrastructure, commerce, or the navigational channel.

Violations will be subject to the penalties under rule and will be enforced by appropriate authorities and the Harbormaster.

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**SECTION 700
WHARFAGE – RULES AND RATES**

CALCULATION OF CARGO TONNAGE

Rule No. 710

Fractional tons will be used when calculating cargo tonnage subject to wharfage rates. Manifest weight totals expressed in pounds will be converted to fractional tons. For example, if the manifest indicates 2,500 pounds, then tonnage for purposes of charging wharfage rates will be computed at 1.25 tons. Amounts less than one ton will be charged as fractional tons, for example, 500 pounds will be charged as .25 tons.

CARGO WHARFAGE

Rule No. 715

Rates per ton of 2,000 lbs. (fractional tons apply) except as otherwise noted:

All Items not otherwise specified (NOS)	\$3.02
Aggregate, construction related, NOS, bulk	\$0.83
Aluminum, ingots or billets	\$2.11
Auto/trucks less than 10,000 lbs., Each, Used	\$6.27
Bananas/plantain	\$1.52
Bulk, dry NOS	\$0.83
Bunkers via pipeline, barge or by tank truck at Port Authority docks per bbl. (42 gal)	\$0.132
Cement	\$0.83
Citrus pellets	\$0.45
Containers/Each:	
Containing Cargo, on vessels less than 450 LOA	\$28.26
Containing Cargo, on vessels 450 ft. LOA or greater	\$35.30
Empty Containers, Each	\$2.00
Dry cargo, bagged and palletized, for use by the construction industry	\$1.80
Dry cargo in supersacks	\$1.48
Fertilizer, Bulk	\$0.82
Fresh fruit, vegetables, NOS	\$2.20
Gypsum Drywall	\$1.92
Hardboard, plywood, veneers, elliotis fence, posts, logs-finished/unfinished, processed, unprocessed	\$2.49
Juices, including concentrates and single-strength, and related products	\$1.88
Kraft liner board (in rolls), knockdown boxes/cartons/fiberboard, wood-pulp (baled/rolled)	\$1.83
Lumber-finished/unfinished, processed/unprocessed per 1,000 board feet bundled and/or finished forklift handling	\$2.50
Meat, poultry, fish, fresh or frozen	\$2.41
Paper-newsprint	\$2.26
Petroleum, petroleum by products loaded or unloaded through pipeline per bbl. (42 gal.)	\$0.132
Pumice	\$0.93
Recycled bins, empty, used for the transportation of juice and related products exported out of Port Canaveral	No charge
Salt	\$1.12
Sand and sand products	\$0.91
Steel and Iron products, NOS	\$1.94
Steel and Iron, Reinforced or Rebar	\$2.19
Trucks, buses, tractors, trailers, road building equipment (new or used) and (mobile/towed), oil/water drilling equipment, over 10,000 lbs. Gross, Each	\$22.25
Waste paper/corrugated medium in compressed bales, old newspapers (ONP), white/color paper Envelopes/cloth/fabric/ clothes (compressed bundles or bales)	\$2.10
Other Commodities and volume discounts	By Contract

**DELIVERY OF BUNKERS/PETROLUM
PRODUCTS BY BARGE/TRUCK**

Rule No. 720

Vessel bunkers arriving by barges or trucks upon which wharfage has not been paid previously to the Canaveral Port Authority and which is being delivered to vessels moored to any Canaveral Port Authority wharf or bulkhead will be charged both petroleum product wharfage for arrival at Port Canaveral and the bunkers wharfage fee specified in Rule No 715.

PASSENGER WHARFAGE

Rule No. 725

For ships engaged in three (3) night cruises or longer:

Passengers embarking from shore to ship, per person	\$7.37
Passengers disembarking from ship to shore, per person	\$7.37

For ships engaged in cruises of two (2) nights or less:

Passengers embarking from shore to ship, per person	\$3.79
Passengers disembarking from ship to shore, per person	\$3.79

For visiting cruise ships, not homeported at Port Canaveral:

For Passengers In transit (including children), per person	\$7.37
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Steamship Company officials riding on their own vessels shall be exempt from passenger wharfage charges.

WHARFAGE MINIMUM CHARGES

Rule No. 730

Unless otherwise specified in individual items, the minimum for any one shipment will be as follows:

Wharfage.....	\$57.61
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SHIP'S STORES

Rule No. 735

No charge for wharfage will be made on ship's stores.

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**SECTION 800
STORAGE – RULES AND RATES**

CARGO GRID YARD AREAS

Rule No. 800

Upon written application and on a space available basis, yard areas will be provided to stevedores, steamship agents, and tenants on an assignment basis for the purpose of marshaling and processing containers, break-bulk and project cargoes in connection with the loading and/or unloading of vessels. Said areas, designated as grids, will each be assigned for a period of fifteen (15) days only, subject to early termination as set forth in this Tariff. Application must be made at least 24 hours in advance of requested time period.

Although grids vary in size, assignees will be charged at the rate of \$811.50 per grid assigned for each fifteen (15) day period or portion thereof. Renewal of an assignment shall be initiated by written application.

Notwithstanding an assignment of a grid(s) the Canaveral Port Authority reserves the right to cancel such assignment upon forty-eight (48) hours written notice to the assignee for any reason whatsoever. An assignment may be immediately terminated if the Port Director or designee determines, in his/her sole discretion that the assignee's occupancy or use of a grid is in violation of any provision of this Tariff. Assignees will be responsible for paying double all amounts charged in connection with yard assignments hereunder if there is a failure to vacate in accordance with any termination notice issued under this Item.

Applications, renewals, protocols, and a listing of all grids showing location, and size are available from Business Development.

FREE TIME ALLOWANCE – EXCEPT CONTAINERS

Rule No. 805

The free time allowed for assembling outbound cargo on and for removing inbound cargo from the Port including Saturdays, Sundays and legal holidays shall be fifteen days.

COMPUTATION OF FREE TIME

Rule No. 810

OUTBOUND CARGO:

The free time allowed for assembling outbound cargo shall commence at 12:01 a.m. of the day following placement of the cargo in the Port. The days during the loading of a vessel shall not be counted as wharf demurrage days.

INBOUND CARGO:

The free time allowed for removing inbound cargo shall commence at 12.01 a.m. of the day following the day the vessel completes discharging.

WHARF DEMURRAGE CHARGES

Rule No. 815

All cargo remaining on the Port after the free time period and not accepted for storage shall thereafter be assessed a wharf demurrage charge on the same tonnage basis as wharfage, as follows:

- Inside, per ton per day or fraction thereof.....\$1.07
- Outside, per ton per day or fraction thereof.....\$0.93

NON-SHIPMENT BY WATER

Rule No. 820

Cargo delivered on the Port for export and not loaded on a vessel berthed at Port Canaveral and subsequently moved inland from the Port is subject to wharf demurrage charges with no free time allowance commencing with the date of arrival at the Port.

STORAGE MINIMUM CHARGES

Rule No. 825

Unless otherwise specified in individual items, the minimum for any one shipment will be as follows:

Storage (per shipment).....	\$57.61
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**SECTION 900
CONTAINER TERMINAL – RULES AND RATES**

STEVEDORING

Rule No. 900

Description	Up to 20'	Over 20'
Discharging or Loading of one full Container to and from vessel	\$ 30	\$ 270
Discharging or Loading of one empty Container to and from vessel	\$ 50	\$ 190
Transshipments of loaded container to and from vessel	\$ 50	\$ 530
Restow of container to and from Vessel	\$ 50	\$ 530

TERMINAL – CHARGES

Rule No. 905

Description	Up to 20'	Over 20'
i. Delivery/Receipt of full container to/from Dray at Gate	\$30	\$40
ii. Delivery/receipt of empty container to/from Dray at Gate	\$20	\$25
iii. Handling of container to/from truck	\$70	\$80
iv. Handling of empty container to/from truck	\$40	\$45
v. Shifting full container within terminal, per move	\$90	\$100
vi. Shifting empty container within terminal, per move	\$60	\$70

905.a Conditions:

- 1) Items I, ii, iii, and iv above shall also be applicable to Containers received by road.
- 2) Shifting of Containers shall be performed only on the request of the Carrier or if it is a mandatory requirement for the operation.
- 3) Shifting/Handling charges will apply wherever shifting is involved for any operation carried out at the request of the Carrier including but not limited to change of Container status, unlisted Containers, handling of Containers received from other Ports, movement of Containers for inspection to and from any Container repair facility or as required by any Authority within the Terminal, affixing/removing seals and labels etc.
- 4) Any request for stacking containers for Carrier efficiency will incur the corresponding Handling charge.
- 5) Any stacking moves done for Terminal Operations efficiency may incur corresponding Handling charge.
- 6) Container delivered for export but removed from the terminal without being loaded will be subject to appropriate full gate/Handling charges as per above.
- 7) OOG units that do not require special handling gear will be charged as per above charges with a 50% add-on. OOG units requiring special handling gear will be charged additional as per Section 11 below.
- 8) Any overtime receipt/delivery will be billed as per the labor overtime policies.

905.b Hazardous/IMCO Class Cargo

- 1) Only IMCO Cargo that is acceptable by the Authorities is permissible at CPA.
- 2) All IMCO Containers irrespective of class will be levied an additional 100% of the applicable Handling charge.
- 3) The cost of repairs to the Terminal premises, property or equipment or other containers and its Cargo resulting from spilled Cargo and subsequent clean-up operations will be on the Carrier's account. In the event of an emergency requiring standby of fire/security/medical personnel, additional charges will apply.
- 4) Containers with undeclared, poorly stowed or incorrectly packaged dangerous goods will receive fines at the discretion of the Authority and/or the Terminal Operator.
- 5) Containers with non-labeling, wrong labeling, incomplete labeling and any international Maritime Dangerous Goods (IMDG) violation which may raise security concerns will receive fines as determined by the Authority.

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6) There will be no free storage period from IMCO containers.

SPECIAL EQUIPMENT

Rule No. 910

Charges:

Description	Up to 20'	Over 20'
Containers requiring Auxiliary Gear (e.g wires or chains)	\$ 525	\$525

REFRIGERATED CONTAINERS

Rule No. 915

Charges:

Description	USD
Plug in reefer to Terminal power source	\$45
Electrical power to reefer container per day, or part thereof	\$70
Pre-trip inspections (P.T.I.) per container	\$110

915.a

Conditions:

- 1) The charges shall be applicable per day commencing on date of Ingate or Discharge (Weekends and Holidays included) including monitoring every 12 hours.
- 2) These charges are in addition to the appropriate Container Handling charge and storage.

STORAGE CHARGES

Rule No. 920

Charges:

Import – Full Container	Up to 20'	Over 20'
First 5 days	Free	Free
Next 5 days, per day	\$35	\$65
Thereafter, per day	\$45	\$85
Export – Full Container		
First 7 days	Free	Free
Thereafter, per day	\$35	\$65
Transshipment and Empty Container		
First 7 days	Free	Free
Thereafter per day	\$20	\$35
Off Lease / Sale / Lease Termination / Sub Lease		
Administration of charge for sub lease/lease termination of container	\$30	\$30
Storage, per day	\$55	\$110

920.a

Conditions:

- 1) Import and Transshipment Container free period will commence from 0800 the day after the date of complete Discharge from the Vessel, not including weekends or holiday.
- 2) Export Cargo free period will commence from 0800 the day after the date of receipt at the Terminal gate, including weekends and holidays.
- 3) No free time is applicable from IMCO Cargo, and a storage add-on of 100% to above is applicable.
- 4) OOG and Refrigerated Cargo will have 3 days as free time for both imports and exports and will be subject to a 50% add-on to above rates.

- 5) Containers cannot be terminated or subleased at CPA without the express permission of the Terminal Operator and will need a confirmed acceptance of all charges, including storage as per above, by the party taking over the lease. Any such termination/sub lease will also be subject to a USD 25/container charge.
- 6) Storage of damaged units, loaded or empty is not permitted at the Terminal unless agreed to by both parties at an agreed charge. This includes containers with visible damaged/leaking content. Any such unit may be subject to emergency cleaning and Handling charges of minimum USD 1,000.

STANDBY TIME

Rule No. 925

Charges:

Description	USD
Thereafter Per Gantry Gang per hour	\$ 2,800

925.a

Conditions:

- 1) These charges are payable in addition to any Labor charges applicable if Gangs are booked and not utilized.

CRANE RENTAL FEE

Rule No. 930

Charges:

Description	USD
Straight Time, Per hour	\$700
Overtime, Per hour. 4 Hour Minimum	\$750

Ship to Shore Gantry Cranes are operated by the Canaveral Port Authority. Requests can be made to the Business Development Department.

OTHER CHARGES

Rule No. 935

Charges:

Description	Up to 20'	Over 20'
Container cleaning (including label removal/fixing)	\$110	\$145
Affixing/Removal of IMCO Labels/Placards – Charges per label (Appropriate Shifting Charges also applicable as extra)	\$35	\$35
Placing of new seal on container (Appropriate Shifting Charges also applicable as extra)	\$15	\$15
Fitting or Removing Tarpaulins (Tarpaulins to be provided by Carrier)	\$60	\$110
Inspection/Survey of empty containers (Appropriate Shifting Charges also applicable as extra)	\$50	\$90
Inspection/Survey of Full containers for Customs Inspections or by any other Authority (Vacais or visual)	\$60	\$110
Weighing of containers on STS Cranes	\$110	\$210
Knockdown flatracks – any size	\$50	
Commission on HAZMAT operations (Min. USD \$200)	15% of 3 rd Party Charges	

935.a

Congestion Surcharge

- 1) Terminal reserves the right to assess a surcharge as a result of congestion due to factors beyond CPA's control, such as but not limited to, longshoremen's strikes, trucking strikes or weather conditions which affect the entire port area or substantial portion thereof.

**SECTION 1000
MISCELLANEOUS – RULES AND RATES**

CARGO/MILITARY LINE HANDLING

Rule No. 1000

Only employees of the Canaveral Port Authority shall be permitted on all wharves, berths and piers owned by the Canaveral Port Authority for the purposes of handling lines. However, for the purpose of safety and security reasons, active duty military personnel will be permitted to handle the lines of any U.S. Navy or U.S. Coast Guard vessel at Canaveral Port Authority piers. Lloyd's Register shall be used in determining the overall length of the vessel. It is the responsibility of the Agent of Record to notify the Canaveral Port Authority two hours prior to ship arrival, shift, departure and/or cancellation for the purpose of line handling.

When the Canaveral Port Authority is requested, or required to perform the service of handling lines, a charge shall be assessed as follows:

Cargo/Military Vessels docking or undocking Monday through Friday, 0800 through 1700 hrs.

Over	But not More than	Charge per Movement per LOA
0	275 ft.	\$0.63
276	585 ft.	\$0.73
586 ft. & over		\$0.77

Cargo/Military Vessels docking and undocking Monday through Friday 1700 through 0800 hrs. and Saturdays, Sundays and Holidays:

Over	But not more than	Charge per movement per LOA
0	275 ft.	\$ 0.91
276	585 ft.	\$ 0.94
586 ft. & over		\$ 1.02
Stand by Time, regardless of time of day, per hour...		\$220.95
Stand by time shall be charged beginning 60 minutes after the original scheduled time for arrival, departure or shift		
For use of vehicle tying up		\$ 59.31

CRUISE VESSEL LINE HANDLING

Rule No. 1005

When the Port is requested, or required to perform the service of handling lines, a charge shall be assessed as follows:

Only employees of the Canaveral Port Authority shall be permitted on the following wharves owned by the Canaveral Port Authority for the purpose of handling lines. Lloyd's Register shall be used in determining the overall length of a vessel.

It is the responsibility of the Agent of Record to notify the Canaveral Port Authority two hours prior to ship arrival, shift, departure and/or cancellation for the purpose of line handling.

Cruise Vessels docking or undocking Monday through Friday, 0800 through 1700 hrs:

Over	But not more than	Charge per movement per LOA
0	400 ft.	\$280.51
401	650 ft.	\$465.10
651	900 ft.	\$671.51
901 ft. & over		\$744.17
Stand by Time, regardless of time of day, per hour...		\$220.95
Stand by time shall be charged beginning 60 minutes after the original scheduled time for arrival, departure or shift.		

Cruise Vessels docking or undocking Monday through Friday, 1700 through 0800 hrs.

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and Saturdays, Sundays and Holidays:

Over	But not more than	Charge per Movement	Homeported Cruise Ship Charge Per Movement
0	400 ft.	\$409.86	\$307.40
401	650 ft.	\$681.67	\$511.25
651	900 ft.	\$981.08	\$735.81
901 ft. & over		\$1,119.16	\$839.37
Standby Time, regardless of time of day, per hour		\$220.95	\$165.71
For use of vehicle tying up		\$ 59.31	\$44.48

Homeported Cruise vessels will be billed at 75% of the above published tariff rates (See above). If the vessel fails to meet the minimum definition of Rule, the full rate will be assessed retroactively.

HARBORMASTER FEES

Rule No. 1010

Harbormaster Fees will be assessed against all commercial vessels entering the main ship channel and bound for loading, unloading or berthing at commercial piers unless otherwise provided by lease or contract. Vessels shifting to non- adjoining berths will be charged as a new voyage and subject to additional Harbormaster fee unless at the direction of the Harbormaster.

Vessels up to 100 gross registered tons	\$33.25
101 – 500 gross registered tons	\$99.76
501 – 2000 gross registered tons	\$166.25
Over 2000 gross registered tons	\$232.76
Passenger vessels making daily cruises	\$33.26

FRESH WATER

Rule No. 1015

Charges for fresh water delivered to vessels at piers or wharves shall be assessed as follows

For Ships other than homeported cruise ships, per ton (240 gallons)	\$ 2.20
For homeported cruise ships, per ton (240 gallons).....	\$1.82
The minimum invoice for fresh water charges per vessel shall be....	\$26.68
Hookup fee.....	\$61.69
Water fitting not returned, each.....	\$141.19

MEDICAL EMERGENCY VESSEL CALL

Rule No. 1020

Any medical emergencies would be charged 1 line handling fee and 1 harbormaster fee if less than 1 hour stay.

AUTOMOBILE PARKING FEES

Rule No. 1025

Port Canaveral has designated areas for parking privately-owned vehicles at cruise ship facilities with rates as follows:

Parking (per day / includes arrival and date of departure)	\$15.00
Oversize Vehicle Parking (per day / includes arrival and date of departure)	\$26.00

Canaveral Port Authority reserves the right to charge rates other than those above for premium or preferred parking, incentives, prepaid parking, and/or crew or vendor parking.

TERMINAL USE FEE

Rule No. 1030

The Authority reserves the right to assess a terminal use fee when deemed necessary. Among the determining factors when assessing this fee will be the extraordinary nature and/or value of cargo, the dimensions and/or weight of the cargo, and the measures required to ensure transit through the terminals with minimal disruption of other terminal operations.

The Authority will advise the affected parties of this fee prior to the cargo transiting its terminal, including an estimate of the monetary amount to be assessed. This fee will be in addition to all other charges assessed by the Authority, unless the Authority decides otherwise.

SECTION 1100
FINANCE –RULES AND REGULATIONS

ACCESS TO RECORDS

Rule No. 1100

All vessels, their owners or agents, and all other users of the waterways and facilities, shall be required to permit access to manifests of cargo, passenger, railroad documents and all other documents by the Port Director, for the purpose of audit for ascertaining the correctness of reports filed or for securing necessary data to permit correct estimate of charges.

PAYMENT OF BILLS

Rule No. 1105

All charges under this tariff are due as they accrue and are payable upon presentation of invoices payable in U.S. funds only. The Canaveral Port Authority reserves the right, in any event of delay or failure to pay invoices as presented, to demand payment of charges in advance before further services will be performed or facilities used, or before freight upon which charges have accrued will be delivered.

The Canaveral Port Authority does not recognize the numerous shippers and consignees and cannot attempt to collect or assist in collecting wharfage, wharf demurrage, and similar bills, which may be passed on to the shippers and consignees by the vessel, its owners or agents, and said bills must be paid when presented regardless of when the vessel, its owners or agents are reimbursed.

The Canaveral Port Authority reserves the right to estimate and collect all charges in advance which may accrue against a vessel, its owners or agents, or against the cargo loaded or discharged by a vessel, or from other users of the facilities. Use of the facilities may be denied until such advance payments or deposits are made. Agents are responsible for collection and payment of all charges to the Port Authority.

All vessels landing goods on the wharves or piers, or receiving goods by pipeline, or delivering or receiving goods from vessels while said vessels are berthed at a wharf, dock or pier on the waterways, thereby contract to pay and are responsible for the wharfage charges on such goods at the rates provided herein.

Wharfage charges will be billed and collected from agents unless satisfactory arrangements to handle otherwise have been made with the Port Director prior to arrival of vessel. Only permitted steamship agents, Port Canaveral tenants, Franchise Steamship License holders and Marine Terminal Agreement and other permit holders are eligible for direct billing from the Canaveral Port Authority.

Charges for the handling of non-containerized Cargo, hire of equipment, cleaning and/or repairing of Containers, provision of equipment interchange reports or any other service which is not mentioned in the Tariff shall be provided on request. The Carrier shall contact the Port Authority or applicable terminal operator directly to avail all the Marine Services.

UNPAID CHARGES

Rule No. 1110

All bills unpaid on the 30th calendar day following the day on which the invoice was issued or the debt was due is delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent.

VIOLATIONS AND DELINQUENT LIST

Rule No. 1115

In addition to the other remedies provided by the rules and regulations of the Canaveral Port Authority for violation of these tariff terms and conditions, the carrier, vessel, owner, shipper, receiver and/or agent who shall violate any of the terms and conditions of this tariff or who shall fail to pay any bills hereunder when presented, shall be placed on a delinquent list. Any accounts with an outstanding balance over 60 days will receive a cash basis letter and those accounts will remain on a cash basis for all future activity until their account is within 60 days. If an account receives more than 3 cash basis letters within a 12 month period, it will become necessary for that account to post a bond as set forth in Tariff #14, Rule, and will continue to carry a bond for 12 months from the date of the third cash basis letter. If an account on cash basis fails to comply with the above, they will be denied the use of Port facilities by the Canaveral Port Authority until such violation is corrected or until said charges due are paid, as the case may be.

Nothing herein shall act to preclude the Canaveral Port Authority from exercising any and all of its legal remedies at any time to recover accounts or monies due.

RETURNED CHECKS

Rule No. 1120

A \$40.00 charge will be billed for any check returned for any reason.

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SECTION 1200
BUSINESS PERMITS AND INSURANCE – RULES AND RATES

INDEMNITY BOND

Rule No. 1200

Users of the Port facilities are required to furnish the Canaveral Port Authority with an Indemnity Bond, insuring the Canaveral Port Authority against loss of any funds and indemnifying the Canaveral Port Authority in full for the payment of bills that accrue as a result of dockage, cargo and passenger wharfage, water sales, storage, rentals, leases, warehousing, wharf demurrage, electric current and any other charges that may accrue for services rendered by the Canaveral Port Authority. The Port Director is authorized to determine and fix the amount of the required Indemnity Bond. The Port Director is also authorized to designate the persons who shall be required to post the bond required by this section. See Insurance Supplement.

INSURANCE

Rule No. 1205

A special comprehensive Insurance Supplement (Addendum A) is provided as an integral part of this Tariff and is hereby incorporated as part of this Tariff. Users of the Port facilities are responsible of to have knowledge of its existence and content and to adhere to its provisions.

LIABILITY FOR LOSS OR DAMAGE

Rule No. 1210

The Canaveral Port Authority shall not be responsible for personal injuries or death or loss or damage to freight or property of others occurring on its property or facilities in the absence of negligence on the part of the Canaveral Port Authority. No provision or rule relieves or limits the Terminal Operator's liability for its own negligence.

PERMITS TO OPERATE

Rule No. 1215

The following businesses are required to have a permit in Port Canaveral. A permit is required for business commencing January 1 of each year. The permit fee will be applied on a calendar year basis. All firms must submit a check for the nonrefundable application fee plus the applicable initial fee with their application for permit to operate in Port Canaveral and must have insurance listing Canaveral Port Authority as the additional insured. See Insurance Addendum. New accounts applying during the calendar year may have the initial fee prorated to a maximum of 50% of the applicable permit fee. Prorations will be done on a monthly basis. (For example, applications received during the month of February will pay 11/12 of the initial fee.)

Steamship Agencies requesting berthing for a cruise vessel exceeding 20,000 GRT will be required to have a Franchise Steamship License to operate. See *also* Rule No. 1220.

Accounts in arrears will not be allowed to renew and may face reinstatement procedures. Permits will be considered lapsed if not renewed by January 15 and subject to reinstatement. Accounts subject to reinstatement must pay the initial application in addition to the annual fee prior to being reinstated.

No permit to operate may be interpreted as an executive right to operate at Port Canaveral.

Permit applications to include the following:

1. Evidence that the applicant is duly authorized to transact business in the State of Florida.
2. Insurance certificate (listing Canaveral Port Authority as additional insured in accordance with Insurance Addendum which is part of this Tariff.
3. List of equipment to be used at Port Canaveral.
4. Copy of applicant safety and training programs.
5. Copy of substance abuse policies.
6. Copies of all applicable current county and state licenses or permits.
7. Federal Tax Payer ID Number.

Mobile Fuel Vendor/Waste Oil Disposal Service – see *also* Rule No. Oil Spill Response Readiness.

Description	Nonrefundable Application Fee	Initial Fee	Annual Renewal Fee
Mobile Food Vendor	\$318.27	\$318.27	\$318.27
Mobile Fuel Vendor/Waste Oil Disposal Service	\$318.27	\$2,333.98	\$1,193.51
Sanitary Waste Removal Service	\$318.27	\$2333.98	\$1,193.51
Stevedoring Service	\$318.27	\$1,803.53	\$1,803.53
Steamship Agency	\$318.27	\$795.68	\$795.68
Tug Services	318.27	\$2,121.80	\$2,148.32

Restricted Access Badges, annual fees:

TWIC Holders – Initial, renewal or replacement badge	No fee
Non TWIC Holders - Initial, renewal or replacement badge	\$25.00

NOTE: See also Insurance Supplement (Addendum A) which is part of this Tariff, Indemnity Bond addressing indemnity bond requirements for all users of Port Canaveral facilities. See also Rule No. 530 Marpol Annex.

FRANCHISE STEAMSHIP AGENCY LICENSE

Rule No. 1220

A Franchise Steamship Agency License is required for all cruise passenger vessels exceeding 20,000 GRT operating in Port Canaveral. A license is required for business commencing January 1 of each year. The license fee will be applied on a calendar year basis. All firms must submit a check for the nonrefundable application fee plus the applicable initial fee with their application for license to operate in Port Canaveral and must have insurance listing Canaveral Port Authority as the additional insured. *See also Rule No. 1205.* New accounts applying during the calendar year may have the initial fee prorated to a maximum of 50% of the applicable license fee. Prorations will be done on a monthly basis. (For example, applications received during the month of February will pay 11/12 of the initial fee.)

	Nonrefundable Application Fee	Initial Fee	Annual Renewal Fee
Franchise Steamship Agency Permit	\$309.00	\$2,266.00	\$1,751.00

Franchise Steamship Agency License application to include the following:

1. Financial Statements.
2. Articles of Incorporation.
3. Resumes (Pres, VP, CFO, local rep).
4. Insurance certificate (listing Canaveral Port Authority as additional insured per Insurance Supplement which is part of this Tariff).
5. \$100,000 bond, letter of credit, or cash deposit.
6. List of equipment used at Port Canaveral.
7. Copy of applicant safety and training programs.
8. Copy of substance abuse policies.
9. List of managerial employees.
10. Written statement indicating business plan to increase business at port.

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**SECTION 1300
DEFINITIONS**

BERTH DAY **Rule No. 1300**

Each 24-hour period or fraction thereof during which a vessel occupies an assigned berth.

CARGO **Rule No. 1305**

All types of bulk, break bulk, dry bulk or any other forms of cargo whatsoever, including but not limited to any solid, liquid, live animals, vehicles, loose cargo, an empty or full container and whatever is conveyed or to be conveyed to or from a Vessel.

CARGO GRID YARD **Rule No. 1310**

The service of providing storage yard on a space available basis in connection with the loading and unloading of vessels. Said areas will be designated as grids and subject to rates set forth in this tariff.

CARRIER **Rule No. 1315**

Any party or parties owning, nominating or contracting with the vessel including, but not limited to, its agent(s), owner(s), operator(s) and or charterer(s).

CHECKING **Rule No. 1320**

Checking is the service of counting and checking cargo against appropriate documents for the account of cargo or a vessel, or other person requesting such service.

CONSIGNEE **Rule No. 1325**

One to whom cargo is sent as stated on the bill of lading.

CONTAINER **Rule No. 1330**

A demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, boxes or pallet.

CY **Rule No. 1335**

Container Yard within the boundaries of respective Terminal.

DEFINITION OF VALID CODES **Rule No. 1340**

See Addendum B.

DOCKAGE **Rule No. 1345**

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

DRAY **Rule No. 1350**

Movement between locations inside the terminal.

FREE TIME **Rule No. 1355**

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

HOMEPORTED CRUISE VESSEL **Rule No. 1360**

A cruise vessel operating from a cruise terminal(s) in Port Canaveral is considered a Homeported Cruise Vessel if it offers at least twelve (12) regularly scheduled voyages that originate from and end at Port Canaveral for at least five (5) months within a twelve (12) month period.

POINTS OF REST

Rule No. 1365

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

PORT TERMINAL FACILITIES

Rule No. 1370

One or more structures comprising a terminal unit, and including but not limited to warehouses, covered and/or open storage space, cold storage plants, grain elevators and/or bulk cargo loading and/or unloading structures, landings and receiving stations used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers with access to wharves.

STEVEDORING

Rule No. 1375

Stevedoring is the physical handling of cargo between the Vessel and the port terminal facilities.

TARIFF

Rule No. 1380

A publication including all revisions, amendments and schedules containing the rates, charges, rules, regulations, and practices of any person carrying on the business of furnishing wharfage, dock, warehouse, or other marine terminal services or facilities in connection with a common carrier by water in the United States or its possessions.

TERMINAL STORAGE

Rule No. 1385

A service of providing warehouse or other terminal facilities whether on-port or inland facility, for the storing of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage, after storage arrangements have been made.

TON

Rule No. 1390

When the term "ton" is used anywhere in this tariff, it shall mean a short ton of 2,000 pounds, or 40 cubic feet when so freighted, whichever produces the greater revenue for the Canaveral Port Authority under the terms of this tariff.

TRANSSHIPMENT

Rule No. 1395

Cargo discharged in the port from a Vessel for the purpose of reshipment to another port. Such cargo must not leave the Terminal until the time of reshipment.

VESSEL

Rule No. 1400

Except as otherwise provided in individual items, the term "vessel" means floating craft of every description, and shall include in its meanings the term "owners and agents" thereof. Utilizes the Services and facilities of the port for the Loading, Discharging, storage, handling or transfer of Cargo.

VESSEL BERTHING REQUEST

Rule No. 1405

The process of granting permission for a vessel to use a specified berth during a specific timeframe.

WHARFAGE,CARGO

Rule No. 1410

Wharfage means the use of wharves in the receiving and delivering of cargo to ships, barges, or other watercraft while lying alongside the wharf properties of the Canaveral Port Authority, including cargo received or delivered to barges, lighters, or other watercraft lying alongside such vessels, or taken from or delivered to the water. One wharfage charge is assessed against the vessel for each movement of the cargo over the wharf. All cargo received on or off the wharf is due wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel. Canaveral Port Authority reserves the right to determine billing classification of all cargo. Wharfage charges are solely the charge for using the wharf and do not include charges for any other service. Please refer to Rule _____ for commodity pricing.

WHARFAGE DEMURRAGE

Rule No. 1415

A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. Wharf demurrage is also applicable to cargo remaining in or on terminal facilities after the expiration of an authorized storage period.

WHARFAGE PASSENGER

Rule No. 1420

A charge assessed for a passenger on a vessel, other than a crewmember, when embarking from or disembarking to Port property. Passenger wharfage is solely the charge for use of wharf and does not include charges for any other service.

VESSEL ARRIVAL ETA and ETD

Rule No. 1425

The terms ETA and ETD when used to berth vessels at Port Canaveral shall be defined as follows:

ETA – Estimated Time of Arrival. This is the estimated time the first line from the ship is secured to the dock.

ETD – Estimated Time of Departure. This is the estimated time the first line from the ship is released from the dock.

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CANAVERAL PORT AUTHORITY
Tariff No. 14

SECTION: INSURANCE SUPPLEMENT

ADDENDUM A

INSURANCE

Rule No. 1205

Certificates of insurance shall be supplied to the Executive Director or Risk Manager, or their designee naming Canaveral Port Authority as "additional Insured" on all appropriate lines of coverage. Additional costs (if any) for "additional Insured" addition will be the responsibility of the certificate supplier and not the responsibility of Canaveral Port Authority. (This includes all cargoes stored in Port owned, leased or operated warehouses.)

Except as otherwise provided in any written agreement between the User and the **Canaveral Port Authority**, every User of Canaveral Port Authority must, to the fullest extent allowed by law, indemnify, defend, and hold harmless the **Canaveral Port Authority** as follows:

- (a) **Marine Terminal Operations:** When Canaveral Port Authority is performing marine terminal operations (as defined by Federal law), each user INDEMNIFIES and HOLDS HARMLESS the Canaveral Port Authority, its trustees, officers, agents and employees (collectively, the "Indemnified Persons"), against all costs and expenses, including, without limitation, attorneys' fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to any Person or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act or omission of the User, its agents, invitees, servants and employees upon Canaveral Port Authority Property, or arising or resulting from any defective or unsafe condition for which the User is responsible, or of any apparatus, equipment or other property of the User, or in any other manner arising out of any action or inaction of the User.
- (b) **Other Operations:** In all situations other than when Canaveral Port Authority is performing marine terminal operations (as defined by Federal Law), each User INDEMNIFIES and HOLDS HARMLESS the Indemnified Persons, against all costs and expenses, including, without limitation, attorneys' fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to any Person or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act or omission of the User, its agents, invitees, servants and employees upon which the User is responsible, or of any apparatus, equipment or other property the User, or in any other manner arising out of any action in inaction of the User. **IN ADDITION THE COVENANTS AND AGREEMENTS CONTAINED IN THIS PARAGRAPH ARE VALID AND ENFORCEABLE REGARDLESS OF WHETHER ANY INDEMNIFIED PERSON IS NEGLIGENT OR WHETHER ANY INDEMNIFIED PERSON WAS IN ANY MANNER RESPONSIBLE FOR THE NEGLIGENT OR WRONGFUL ACT OR OMISSION OR THE DEFECTIVE OR UNSAFE CONDITION WHICH MAY HAVE CAUSED THE INJURY OR CLAIM.**

B Indemnity for Noncompliance with Insurance Requirements. User INDEMNIFIES and HOLDS HARMLESS the Canaveral Port Authority from any loss it may suffer due to User's failure to comply with any insurance requirements contained in this Tariff or any other agreement between User and the Canaveral Port Authority including the requirement for obtaining waivers or subrogation, and due to any insurance coverage being invalidated because of User's failure to comply with the terms, conditions and warranties of any Required Policy outlined in **Exhibit A**

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CANAVERAL PORT AUTHORITY
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SECTION: INSURANCE SUPPLEMENT

MINIMUM INSURANCE REQUIREMENTS FOR ALL USERS

(N)610

Except as otherwise provide in any written agreement between the User and the Canaveral Port Authority. Every User of Canaveral Port Authority Property must comply with the following insurance requirements when present on Canaveral Port Authority Property:

- (a) Commercial General Liability Insurance. User must maintain Commercial Liability Insurance, including Pollution Liability coverage, covering the Canaveral Port Authority and User for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of and not less than \$1,000,000 per occurrence of personal injury, bodily injury or death. In the event that User is engaged in any way in the performance of stevedoring services on or in connection with the facilities of Canaveral Port Authority, User must, in addition to the above noted Pollution Liability insurance, maintain General Liability/Premises Operations Insurance covering Canaveral Port Authority and User for liability for property damage, bodily injury, personal injury, personal injury and death. The insurance provided under this section must be in the amount of and not less than \$5,000,000 combined single limits per occurrence for property damage, personal injury, bodily injury or death. Such policy must name the Canaveral Port Authority as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Canaveral Port Authority and their respective agents and employees.
- (b) Worker's Compensation: User must maintain Worker's Compensation Insurance to protect against claims under Florida Worker's Compensation laws, as well as, all Federal Acts applicable to User's operations on Canaveral Port Authority Property, including but not limited to U. S. Longshoremen and Harborworkers Act, Jones Act and Federal Employers' Liability Act (F.E.L.A.). The limit of liability for such coverage must at least meet applicable statutory requirements and Alternate Employer endorsement for the Canaveral Port Authority must be included in each policy. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Canaveral Port Authority and their respective agents and employees.
- (c) Employers' Liability. User must maintain Employers' Liability Insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of User who may bring a claim outside the scope of Florida Worker's Compensation laws or federal acts applicable to User's Canaveral Port Authority Property. This insurance must contain all endorsements necessary to cover maritime operation and, where applicable, stevedore and longshore operations, including Original admiralty benefits and damages under the Jones Act and benefits and damages under the U. S. Longshoremen and Harborworkers Act, in the minimum amount of \$1,000,000 per occurrence. Additionally, each policy must contain Alternate Employer endorsement for the Canaveral Port Authority and an endorsement waiving all rights of subrogation against the Canaveral Port Authority and their respective agents and employees.
- (d) Automobile Insurance. User must maintain Automobile Liability Insurance coverage on all its owned or rented vehicles that enter Canaveral Port Authority Property in the minimum amount of (i) \$1,000,000 combined single limit coverage per occurrence for all vehicles used for commercial purposes, and (ii) the applicable statutory minimums for vehicles not used for commercial purposes. Such commercial policy must name Canaveral Port Authority as additional insured's. Additionally, each policy with respect to commercial vehicles must contain and endorsement waiving all rights of subrogation against Canaveral Port Authority and their respective agents and employees.

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SECTION: INSURANCE SUPPLEMENT

- (e) Umbrella/Excess Liability Insurance. User must maintain Umbrella/Excess Liability Insurance. The insurance provided under this section must be in the amount of and not less than \$5,000,000 per occurrence and be excess over all underlying insurance coverage in this Tariff. Such policy must name the Canaveral Port Authority (and any successor or assign designated by Canaveral Port Authority).
- (f) Waiver of Subrogation. The Canaveral Port Authority and User agree to waive any and all rights of recover, claims, actions or causes of action against the other, its agents, officers and employees for any injury, death, loss or damage that may occur to any Person or to Canaveral Port Authority Property, or any personal property of such party on Canaveral Port Authority Property, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Tariff, to the extent and only to the extent of any proceeds actually received by Canaveral Port Authority or User, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its agents, officers or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.
- (g) Insurance Requirements. The phrase "Required Policy" means each policy of insurance required to be maintained by User under the terms of this Tariff. Each required Policy must be placed in/written by a company or companies satisfactory to Canaveral Port Authority but in all events by a company or companies having a current A.M. Best Company General Policyholders Rating of A+ or A and with an A.M. Best Company Financial Rating of not less than XII (or similar rating by a comparable service selected by Canaveral Port Authority should A.M. Best Company cease providing such ratings.) and be licensed to do business in **Florida** or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Florida under current Florida surplus lines requirements. All Required Policies may contain a deductible of not more than \$25,000. Such policies must contain cross-liability clauses, when applicable and available. User must deliver to Canaveral Port Authority a Certificate of Insurance (evidence of coverage) for any Required Policy no later than the first date any insurance policy is required hereunder. The required evidence of coverage must always be deposited with the Canaveral Port Authority. If User fails to do so, such failure may be treated by the Canaveral Port Authority as a default by User and the **Canaveral Port Authority**, in addition to any other remedy under this Tariff, may purchase and maintain such Required Policy and User must immediately reimburse the **Canaveral Port Authority** for any premiums paid or costs incurred by **Canaveral Port Authority** in providing such insurance.

All required Certificates of Insurance must be issued ("Policy Holder" endorsement) to:

Canaveral Port Authority
455 Challenger Road, Suite 301
Cape Canaveral, FL 32920

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SECTION: INSURANCE SUPPLEMENT

ADDITIONAL INSURANCE REQUIREMENTS FOR CERTAIN USERS

Except as otherwise provided in any written agreement between the User and the Canaveral Port Authority certain Users of Canaveral Port Authority Property must comply with the following insurance requirements:

- (a) Liquor Liability Insurance. If User is engaged in any way in the sale of alcoholic beverages, either for consumption or sale of alcoholic beverages on Canaveral Port Authority Property, User must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence. If written on a separate policy from the Commercial General Liability policy required in this Tariff, such policy must name the Canaveral Port Authority (and any successor or assign designated by the Canaveral Port Authority) as an additional insured.
- (b) Garage keeper's Liability Insurance. If User is engaged in any way in the performance of automobile valet services, User must maintain Garage keeper's Legal Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit coverage per occurrence. Additionally, each policy must contain an endorsement waiving all rights of subrogation against Canaveral Port Authority, and their respective agents and employees.
- (c) Protection & Indemnity Insurance. If User operates a vessel calling at Canaveral Port Authority Property, User must maintain Protection and Indemnity (P&I) Insurance Coverage in form and substance acceptable to Canaveral Port Authority in the minimum amount of \$5,000,000 combined single limit coverage per occurrence. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Canaveral Port Authority and their respective agents and employees.
- (d) Property Insurance. If user is the sole occupant or user of any structure on Canaveral Port Authority Property, User must insure all structures so occupied or used, any other improvements, and any personal property (including, but not limited to, furniture and fixtures, Electronic Data Processing (EDP) equipment, inventory or stock) located or being constructed in the structure(s) against loss or damage by fire, hurricane, windstorm, flood, earthquake and all other risks with "all risks" endorsement or its equivalent. The insurance must be paid for by User and must be in amounts not less than the full actual replacement value of all the structure(s), any other improvements, and any personal property being insured, and must have a replacement cost endorsement or similar provision. The actual replacement value must be confirmed from time to time by the insurer, at Canaveral Port Authority request. User agrees to employ an appraiser approved by Canaveral Port Authority to review, at least annually, the Property Insurance covering the structure(s), any other improvements, and any personal property located or being constructed in the structure(s) to determine the full replacement value thereof. User agrees to increase the policy limits, if necessary, to an amount equal to the full replacement value as determined by the appraiser. User is solely responsible for the payment of any appraiser fees and policy premium increases.
- (e) Stevedore's Legal Liability Insurance. If User is engaged in any way in the performance of stevedore services and/or operations on or in connection with the facilities of Canaveral Port Authority, User must comply with the requirements outline in Exhibit A to this Tariff Item.
- (f) Longshore and Harborworkers Insurance. If User is engaged in any way in the performance of stevedore services and/or operations on or in connection with the facilities of the Canaveral Port Authority, User must maintain Insurance to protect against claims under Federal acts applicable to User's operations on Canaveral Port Authority Property, including but not limited to the U. S. Longshoremen and Harborworkers Act. The requirements stated in Exhibit A to this Tariff Item will be applicable. The limit of liability for such coverage must at least meet applicable designated by

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the Canaveral Port Authority as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against Canaveral Port Authority and their respective agents and employees.

- (g) Terminal Operators Liability Insurance. If User is engaged in any way as an operator of Terminal Facilities on or in connection with the facilities of Canaveral Port Authority, User must Maintain Terminal Operators Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit coverage per occurrence, and \$2,000,000 in General Aggregate. Such policy must Name Canaveral Port Authority (and any successor or assign designated by Canaveral Port Authority) as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against Canaveral Port Authority and their respective agents and employees.

EXCEPTIONS TO INSURANCE REQUIREMENTS FOR CERTAIN USERS

The Board of Commissioners of Canaveral Port Authority reserves the right to make from time to time certain exceptions to the insurance requirements described in this section. Without limiting the authority of the Board described in the previous sentence, the following Users of Canaveral Port Authority Property are permitted to carry the following insurance coverage in lieu of coverage described in Item of this Tariff, except as otherwise provide in any written agreement between the user and Canaveral Port Authority.

- (a) Office Users. Any User of Canaveral Port Authority Property used solely for office purposes is not required to insure the building in which the premises is located. However, Property Insurance covering loss or damage by fire, hurricane, windstorm, flood, earthquake and all other risk with "all risks" endorsement or its equivalent must be maintained on all of the User's personal property on the premises, including without limitation all furniture, fixtures, inventory, stock and equipment of every nature. The insurance must be paid for by the User and must be in amounts not less than the full actual replacement value of the personal property on the premises, and must have a replacement cost endorsement or similar provision. The actual replacement value must be confirmed from time to time by the insurer, at Canaveral Port Authority request. In addition, such Users are not required to carry Umbrella/Excess Liability Insurance of the type described in Item .

CANAVERAL PORT AUTHORITY INSURANCE REQUIREMENTS OF STEVEDORES

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<ul style="list-style-type: none">• \$1,000,000 Per Occurrence• \$2,000,000 General Aggregate• \$2,000,000 Products/Completed Operations Aggregate• \$1,000,000 Personal and Advertising Injury• Designated Construction Project(s) General Aggregate Limit	<ul style="list-style-type: none">• Current ISO edition of CG 00 01.• Additional insured status shall be provided in favor of Canaveral Port Authority on a combination of ISA forms CG 20 10 10 01 and CG 20 37 10 01.• This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and

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		<p>shall seek no contribution from all insurance available to Canaveral Port Authority insurance being excess, secondary and non-contributing.</p> <ul style="list-style-type: none"> • The following exclusions/limitations (or their equivalent(s)), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Exclusion-Damage to Work Performed by Subcontractors on your Behalf, CG 22 94 and CG 22 95 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Any endorsement modifying or deleting the exception to the Employer's Liability exclusion ○ Any "Insured vs. Insured" exclusion ○ Any Punitive, Exemplary or Multiplied Damage exclusion
Business Auto Liability	\$1,000,000 Per Accident	<ul style="list-style-type: none"> • Current ISO edition of CA 00 01 • Arising out of any auto (Symbol 1), including owned, hired and non-owned

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<p>Worker's Compensation and Employer's Liability</p>	<ul style="list-style-type: none"> • Statutory Limits • \$1,000,000 Each Accident and Disease • Alternate Employer in favor of Canaveral Port Authority • United States Longshore and Harbor Workers Compensation Act • Jones Act • Federal Employers' Liability Act 	<ul style="list-style-type: none"> • The State in which work is to be performed must be listed under Item 3.A on the Information Page • Such insurance shall cover liability arising out of the Stevedore's employment of workers and anyone for whom the Stevedore may be liable for workers' compensation claims. Workers' Compensation Insurance is required, and no "alternative" forms of insurance shall be permitted. • Where a Professional Employer Organization(PEO) or "leased employees" are utilized, Stevedore shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternative Employer endorsement in favor of Stevedore and Canaveral Port Authority. Where Stevedore uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company. Stevedore is strictly prohibited from subletting any of its work without the express written agreement of Canaveral Port Authority.
<p>Excess Liability (Occurrence Basis)</p>	<p>\$5,000,000 Each Occurrence</p>	<ul style="list-style-type: none"> • Such insurance shall be in excess over and no less broad than all coverages described above. • Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend insured.
<p>Stevedore's Legal Liability</p>	<p>\$5,000,000 Each Occurrence</p>	<ul style="list-style-type: none"> • Additional insured status shall be provided in favor of Canaveral Port Authority.

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Pollution Liability	<ul style="list-style-type: none">• \$1,000,000 Each Occurrence• Such insurance must provide third party liability coverage for bodily injury, property damage, clean up expenses, and defense arising from the operations.• All Coverage provided in the policy shall apply to operations and completed operations of the insured without separate restrictions for either of these time frames.	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none">• Contractual assumption of liability;• Impaired property that has not been physically injured;• Materials supplied or handled by the named insured;• Property damage to the work performed by the named insured;• Punitive, exemplary or multiplied damages; or work performed by subcontractors.
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B. Policies.

i. All policies must:

- a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-VII in the most current edition of A. M. Best's Key Rating Guide or worker's compensation insurance companies that have been approved by the U.S. Department of Labor;
- b. Provide a waiver of subrogation in favor of Canaveral Port Authority on all insurance coverage carried by Stevedore, whether required herein or not;
- c. Contain an endorsement providing for thirty(30) days prior written notice to CPA of cancellation; and
- d. Be provided to CPA in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of Canaveral Port Authority.

ii. Failure of CPA to demand such certified copy or other evidence of full compliance with these insurance requirements or failure of CPA to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Stevedore's obligation to maintain such insurance.

iii. Stevedore shall provide to CPA a certified copy of all insurance policies required herein within ten(10) days of any such request. Renewal policies, if necessary, shall be delivered to CPA prior to the expiration of the previous policy.

iv. Commencement of Operations without provision of the required certificate of insurance or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by CPA of any rights. The CPA shall have the right, but not the obligation, of prohibiting the Stevedore or any subcontractor from performing any operations until such certificate of insurance or required endorsements are received and approved by CPA.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No Deductible or self-insured retention shall exceed \$25,000 without prior written approval of CPA. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Stevedore's sole risk. The Stevedore shall not be reimbursed for same.

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D. Forms.

- i. If the forms of policies, endorsements, or certificates of insurance required by this Exhibit are superseded or discontinued, CPA will have the right to require other equivalent forms.
- ii. Any policy of endorsement form other than a form specified in this Exhibit must be approved in advance by Canaveral Port Authority.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for Liability coverages.
- ii. Evidence shall be provided to CPA prior to commencing operations and prior to the expiration of any required coverage.
- iii. ACORD Form 25 must specify:
 - a. CPA as certificate holder at CPA mailing address:
455 Challenger Rd
Suite 301
Cape Canaveral, FL 32920
 - b. Insured's name, which must match that on this Agreement
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of CPA as required herein;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage.
- iv. Copies of the additional insured endorsement applicable to the General Liability policy and of the 30 Day Notice of Cancellation endorsement applicable to all required policies shall also be provided.

F. Stevedore Insurance Representations to Canaveral Port Authority

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent CPA's minimum requirement and are not to be construed to void or limit the Stevedore indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Stevedore or our should not maintain for its own protection; and (b) are being, or have been obtained by the Stevedore in support of the Stevedore's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided herein, the insolvency, bankruptcy or failure of any insurance to be carrying insurance of the Stevedore, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Stevedore shall fail to remedy such breach within five (5) business days after notice by CPA, the Stevedore will be liable for any and all costs, liabilities, damages and penalties resulting to CPA from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Stevedore by CPA. In the event of any failure by the Stevedore to comply with the provisions of this Agreement, the CPA may, without in any way compromising or waiving an right or remedy at law or in equity, on notice to the Stevedore, purchase such insurance, at the CPA shall do so, the Stevedore shall not be relieved of or excused from the obligation obtain and maintain such insurance amounts coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of Construction Agreement.

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SECTION: INSURANCE SUPPLEMENT

G. Loss to Stevedore's Property

The Stevedore is fully responsible of loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any Insurance covering the Stevedore's shall be the Stevedore's sole and complete means of recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Stevedore shall not be reimbursed for same. Should the Stevedore choose to self insure this risk, it is expressly agreed that the Stevedore hereby waives any claim for damage or loss to said property in favor of the Canaveral Port Authority.

H. Use of the CPA Equipment.

The Stevedore, its agents, employees, subcontractors or suppliers shall use Canaveral Port Authority equipment only with the express written permission of the CPA designated representative and in accordance with the CPA terms and conditions for such use. If the Stevedore or any of its agents, employees, subcontractors or suppliers utilize any of the CPA equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of CPA, the Stevedore shall defend, indemnify and be liable to the CPA for any and all loss or damage which may arise from such use.

I. Insurance Requirements of Stevedore's Subcontractors

Insurance similar to that required of the Stevedore shall be provided by all subcontractors (or provided by the Stevedore on behalf of the subcontractor) to cover operations performed under any subcontract agreement. The Stevedore shall be held responsible for any modifications in these insurance requirements as they apply to the subcontractors. The Stevedore shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the CPA upon request.

J. Release and Waiver.

The Stevedore hereby releases CPA from any and all claims or causes of action whatsoever which the Stevedore might otherwise now or hereafter possess resulting in or from or in anyway connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Stevedore pursuant to this Agreement.

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SECTION: DEFINITION OF VALID CODES

ADDENDUM B

Basis:	
BBL	Barrel
EA	Each
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
GAL	Gallon
KGS	Kilograms
LBS	Pounds
LOA	Length Overall in Feet
LT	Long Ton (lbs)
MBF	Thousand Board Feet
MT	Metric Ton (lbs)
NOS	Not Otherwise Specified
ST	Short Ton (2,000lbs)
W/M	Weight/Measure (Whichever is Greater)
GRT	Gross register tonnage

Hazard Codes:	
N/A	Not Applicable
NHZ	Non-Hazardous
HAZ	Hazardous

Currency:	
%	Percent
USD	U.S. Dollar

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SECTION: CONTACT LIST

ADDENDUM C

<i>Department:</i>	<i>Phone Number:</i>	<i>Ext</i>
Brevard Sheriff's Office Port Canaveral	321-868-1113	
Canaveral Pilots Association	321-783-4645	
Canaveral Port Authority Offices	321-783-7831	
CPA's Director of Environmental Plans & Programs	321-783-7831	
Emergency	911	
Environment Department	321-783-7831	256
Exploration Tower	321-394-3405	
Harbormaster/ Duty Harbormaster	321-783-7832	
Jetty Park	321-783-7111	
Petchem towing	321-783-7147	
Port Canaveral Fire Department	321-783-4424	
Port Canaveral Business Development Department	321-783-7831	211
Port Canaveral Operations Department	321-783-7836	
Port Control Center (24 hours)	321-394-3281	
Real Estate Department	321-783-7831	
Recreation Department	321-783-7831	261
Seabulk towing	321-784-4358	
Tenant Relations Department	321-783-7831	247
U.S. Coast Guard (<i>Officer of the day</i>)	321-868-4200	
U.S. Customs Port Canaveral	321-783-2066	
U.S. Dept. of Agriculture	321-783-3766	
U.S. Immigration & Naturalization Service	1-800-375-5283	

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Business Development Department
(321) 783-7831 www.portcanaveral.com

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CANAVERAL PORT AUTHORITY
AND
THE NAVAL ORDNANCE TEST UNIT

CONCERNING

SHIP MOVEMENT PRIORITY IN PORT CANAVERAL

I. INTRODUCTION

The commercial shipping interests of Port Canaveral and the operational mission of Naval Ordnance Test Unit (NOTU) are vitally important to both organizations. Because of this fact it is important that a system of ship movement priorities be maintained.

II. PURPOSE

The system of ship movement priorities will facilitate vessel scheduling in and out of Port Canaveral with consideration given to the requirements of each vessel for adherence to an established sailing schedule, pilot or equipment requirements, and/or navigational requirements such as tide restrictions, channel clearance restrictions, or visibility restrictions.

In creating the system of ship movement priorities, both organizations acknowledge and accept the others' reasons for their respective required vessel movement priorities, and that equitable access to Port Canaveral is assured under this system.

III. MAJOR CONSIDERATIONS

In establishing the system of ship movement priorities, these major considerations are recognized by both parties:

1. Emergency ship movements, either military or civilian, require top priority.
2. Because of the requirement of passengers to meet pre-arranged schedules for onward transportation, foreign port berth commitments, and Customs and Immigration clearance, cruise liner schedules are time critical in order to be competitive. This industry is of utmost economic importance to the Canaveral Port Authority and the Central Florida tourism industry.
3. Scheduling of Navy test ships sponsored by NOTU and supported by 45th Space Wing involves precise coordination of the services of many people in many diverse geographical locations. Navy test ships include submarines conducting Demonstration and Shakedown Operations (DASO) with attendant support ships and Navy sponsored ships (surface ships and submarines) conducting special tests critical to the national defense interest. Movement of these naval units in adherence to a scheduled test is mission critical.

4. Military or civilian cargo vessels may require their movement to be scheduled because of tidal considerations or special labor requirements.

IV. SHIP MOVEMENT PRIORITY

Priority	Description
1	Emergency ship movements necessary to prevent loss of life or limit serious loss of property or to meet other military or civil emergencies.
2	Scheduled navy test ships (DASO submarines with support ships and naval units conducting special tests) and scheduled cruise liners.
3	Navy test ships which are off schedule and regular scheduled military ships.
4	Cruise Liners which are off schedule and regular scheduled civilian ships.
5	Other military or civilian ships which have time sensitive cargo or operations or have tide restricted movements.
6	All other vessels on a first come first served basis.

With respect to implementing the ship movement priority system, the following guidelines are established for both parties:

1. The Canaveral Port Authority Operations will keep NOTU Port Operations up-to-date regarding existing cruise line schedules.

2. For the purpose of ship movement priority, schedules of Navy test ships are considered firm once the unit arrives in Port Canaveral to begin operations. Navy test ships departure times for scheduled underway operations are normally between the hours of 0630 and 0730 with the exception of departure for the launch phase of a scheduled DASO. The departure times for the DASO submarine and launch area support ship are governed by range operational constraints and, therefore, vary with each operation. Canaveral Port Authority Operations will normally attempt to avoid scheduling cruise liners to enter or leave port from 0630 to 0730 when a designated Navy test ship is operating out of Port Canaveral. During the time a scheduled Naval unit is undergoing or supporting Navy tests, it will be assigned a priority 2 status. Should emergent circumstances dictate that a cruise liner or Navy test ship must enter or leave port during the same period, the conflict shall be resolved through liaison between NOTU Port Operations and Canaveral Port Authority Operations to achieve a mutually acceptable arrangement.

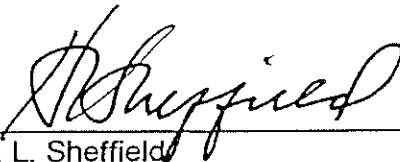
3. Whenever a scheduled cruise liner or Navy test ship gets off schedule by more than thirty (30) minutes, it will lose its priority 2 status and become a priority 3 or 4 as appropriate. Should a conflict arise between movements of a cruise liner and a navy test ship movement priority will be determined by mutual agreement between NOTU Port Operations and Canaveral Port Authority Operations. Normally a higher priority consideration shall be given to the vessel whose estimated time of arrival at entrance to the buoyed channel or estimated time of departure from port occurs first. Unusual situations may infrequently arise where politically important people onboard either off-schedule cruise liners or Navy test ships require immediate entry to or departure from the port. Under these circumstances, a deviation from the priority designation may be necessary. These special situations will be handled on a case-by-case basis between NOTU Port Operations and Canaveral Port Authority Operations.

4. The time separation between ships entering and/or leaving Port Canaveral should be that interval deemed necessary by the Canaveral Pilots Association for the safety of the vessels concerned. Under no circumstances will the arrivals/departures of ships be scheduled such that a meeting situation would occur inside the buoyed channel of Port Canaveral.

5. In order to meet U.S. Navy Operational requirements a Priority 1 ship movement will immediately go into effect when an emergency involving U. S. Naval Warships requiring immediate departure of a Naval vessel occur. NOTU shall arrange for immediate tug assistance. Should there be any conflict, it shall be resolved through liaison between both parties to achieve a mutual acceptable arrangement.

V. CANCELLATION

This Memorandum of Understanding may be cancelled by either party, for any reason, with 60 days written notice to the other party.



H. L. Sheffield
Commanding Officer
Naval Ordnance Test Unit

Date: 26 JAN 00



Joe D. Matheny
Chairman
Canaveral Port Authority

Date: 1/19/00

EMERGENCY SHIP MOVEMENT POLICY

To Masters, Pilots, Towboat Companies, Steamship Agents
and All Others Concerned

1. All vessels, unless prevented by conditions or special requirements of the vessel, will be turned around upon entering the turning basin and will be berthed headed seaward.
2. All vessels, civilian and military, will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving vessel.
3. The ship or ship's agent will immediately report any spillage of oil on the wharf or on the water and the extent of the spill to the Port Operations Manager and Port Control at (321) 394-3281. If spillage is considerable, all cargo operations must stop and vessel prepare to undock.
4. All vessels will undock and proceed to outer anchorage when so ordered by the CEO or his designee in the event of:
 - a) A severe oil spillage;
 - b) Fire is discovered on board a vessel laden with petroleum, explosives or a quantity of dangerous cargo;
 - c) Vessel is in jeopardy due to conditions on shore;
 - d) Extreme weather conditions
5. Tugboats proceeding to a vessel with petroleum or explosives and through oil will stop smoking on board and put out cooking fires, burners and pilot lights.
6. Ships discovering fire on board or close by on shore will sound repeated long whistle blast signals and use every other available means to report the fire.
7. Emergency movement of ships will be made with an able sea watch without waiting for return of other ship's personnel.

CANAVERAL HARBOR SAFETY REGULATIONS

All ships discharging petroleum products in Port Canaveral will observe all requirements relating to petroleum discharge as set forth in 33CFR156 "Navigation and Navigable Waters: Oil and Hazardous Material Transfer Operations".