

GENERAL FACILITY INFORMATION

LEASED PUBLIC OR PRIVATE TERMINALS

Henry Clay Avenue Wharf

New Orleans Cold Storage & Warehouse Co., Ltd.
3411 Jourdan Road
New Orleans, Louisiana 70126
Telephone: (504) 944-4400

Louisiana Avenue, Harmony and Seventh Streets Wharves

Coastal Cargo Company, LLC
1555 Poydras Street, Suite 1600
New Orleans, Louisiana 70112
Telephone: (504) 587-1100

Nashville Avenue "A", "B" and "C" Wharves

Ports America Louisiana, LLC
601 Louisiana Avenue
New Orleans, Louisiana 70115
Telephone: (504) 894-6300

First Street Wharf

Empire Stevedoring (LA), Inc.
2300 Clarence Henry Truckway
New Orleans, Louisiana 70115
Telephone: (504) 896-9162

Napoleon Avenue Container Terminal

New Orleans Terminal LLC
50 Napoleon Avenue
New Orleans, Louisiana 70115
Telephone: (504) 648-6201

-----and-----
Ports America Louisiana, LLC
601 Louisiana Avenue
New Orleans, Louisiana 70115
Telephone: (504) 894-6300

Alabo Street Wharf

Seaonus Stevedoring – New Orleans LLC
One Alabo Street
New Orleans, Louisiana 70117
Telephone: (504) 270-0100

Jourdan Road Terminal

New Orleans Cold Storage & Warehouse Co., Ltd.
3411 Jourdan Road
New Orleans, Louisiana 70126
Telephone: (504) 944-4400

Milan Street Wharf

New Orleans Terminal LLC
50 Napoleon Avenue
New Orleans, Louisiana 70115
Telephone: (504) 648-6201

Cargill, Incorporated

933 River Road
Westwego, Louisiana 70094
Telephone: (504) 436-5800

Hines Lane/Merrill Street Wharf

Buck Kreihs Marine Repair, LLC
2225 Tchoupitoulas Street
New Orleans, Louisiana 70130
Telephone: (504) 509-4463

Perry Street Wharf

Boland Marine and Industrial LLC
1000 Tchoupitoulas Street
New Orleans, Louisiana 70130
Telephone: (504) 581-5800

Cargo - Port Facilities Rates & Marine Terminal Operators
Schedule
FMC Tariff No. 2

	ITEM	PAGE
PORT LIMITS	100	1
HOLIDAYS	102	1
BOARD PHONE NUMBERS	104	1
ANCHORAGE	106	1
RULES FOR INNER HARBOR NAVIGATION CANAL	108	2
GULF SEAPORTS MARINE TERMINAL CONFERENCE	110	2
SEAMEN'S CENTERS	112	3
DEFINITIONS	114	3
CORRECTION ABBREVIATIONS	116	4
LIABILITY OF BOARD	118	4
CONSENT TO THE TARIFF	200	5
INTERPRETATION OF TARIFF	202	5
PROHIBITED ACTIVITIES	204	5
FIRE SIGNAL	206	6
DISTRESS, FIRE OR EMERGENCY ALARMS AS PART OF PREPARATION DRILLS	207	6
CLEANING OF WHARF	208	6
MINIMUM INSURANCE REQUIREMENTS FOR FIRST CALL ON BERTH PRIVILEGE	210	7
MINIMUM INSURANCE REQUIREMENTS FOR EXCURSION VESSELS	211	7
PAYMENT OF CHARGES	212	7
DAMAGE TO BOARD PROPERTY	214	8
BOARD HELD HARMLESS	216	8
RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO	218	9
SUBSTANCE ABUSE POLICY	219	9
RESPONSIBILITY FOR RAILROAD CLEARANCE	220	10
MOVING VESSELS TO PROTECT PROPERTY OR TO FACILITATE NAVIGATION OR COMMERCE	222	10
TOWING AND SHIFTING OF VESSELS	224	10
WAIVER OF SUBROGATION UNDER FIRE POLICIES	226	11
AUDIT OF MANIFESTS AND OTHER DOCUMENTS	228	11

	ITEM	PAGE
MEASUREMENT OF A VESSEL	230	12
COMPUTATION OF TIME	232	12
HANDLING CLASS "1" EXPLOSIVES	238	12
MARPOL	240	12
PROCEDURES FOR SCHEDULING AND PLACEMENT OF TRUCKS, VANS OR TRAILERS	242	13
PASSENGER VESSEL SECURITY PLAN	244	13
APPLICATION FOR BERTH	300	13
ASSIGNMENT FEE - NON-LEASED FACILITIES	301	14
APPLICATION FOR BERTH AT POYDRAS STREET WHARF (SECTIONS 27-69)	302	15
APPLICATION FOR BERTH AT JULIA AND ERATO STREET PASSENGER TERMINAL	303	16
APPLICATION FOR BERTH AT GULF OUTPORT POLAND STREET WHARF (BERTHS 1-3)	304	16
BERTH APPLICATION - PASSENGER VESSELS - INLAND WATERWAY PASSENGER VESSELS	305	16
VACATING OF BERTHS	306	17
FIRST CALL ON BERTH PRIVILEGE	308	17
PREFERENTIAL ASSIGNMENT	310	18
USE OF MARSHALLING YARDS, IMPROVED AND UNIMPROVED LAND AREAS	312	19
PERMITS FOR PORTABLE OFFICES ON UNASSIGNED WHARVES	316	20
PERMITS FOR PRIVATELY OWNED PIPELINES	318	20
APPLICATION TO PACKAGE EDIBLE OILS	320	20
LICENSING OF STEVEDORES AT BOARD'S CRUISE PASSENGER TERMINALS	321	20
LICENSING OF SECURITY SERVICES PROVIDERS AT BOARD'S CRUISE PASSENGER TERMINALS	322	21
LICENSING OF GUEST SERVICES PROVIDERS AT BOARD'S CRUISE PASSENGER TERMINALS	323	21
TERMINAL USE FEE	324	22
TERMINAL USE FEE - BARGE CARGOES - TERMINAL LESSEES	325	22
LICENSE - INDEPENDENT LIFT TRUCK OPERATORS	326	22
PROJECT CARGO SPACE UTILIZATION AGREEMENTS	328	23
HARBOR FEE	400	23
SUPPLEMENTAL HARBOR FEE	402	23
VESSELS EXEMPT FROM ALL HARBOR FEES	404	24
FREE TIME FOR ASSEMBLING OUTWARD CARGO	406	24
OUTBOUND DEMURRAGE	408	24

	ITEM	PAGE
EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO	410	24
DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE	414	24
INCENTIVE DOCKAGE RATE - NEW CONTAINER SERVICE	416	26
INCENTIVE DOCKAGE RATES	417	27
SCHEDULE OF DOCKAGE RATES	418	27
COMPUTATION OF DOCKAGE	420	28
DOCKAGE CHARGES FOR INLAND WATERCRAFT	422	28
DOCKAGE CHARGES FOR INLAND WATERCRAFT - PASSENGER	243	29
PAYMENT OF DOCKAGE CHARGES	426	29
ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT	428	29
ASSIGNMENT FEE (Covered or Uncovered) (Direct Loading/Discharge)	430	30
DOCKAGE CHARGES FOR PASSENGER VESSELS WITH PASSENGERS ON BOARD AFTER 24 HOURS	431	30
SPECIAL CHARGE TRANSSHIPPED CARGO	433	31
PASSENGER WHARFAGE CHARGES	438	31
COLLECTION AND PAYMENT OF ASSIGNMENT FEES OR PASSENGER WHARFAGE	440	32
FREE TIME FOR INBOUND CARGO	442	33
INBOUND DEMURRAGE CHARGES	444	33
REMOVAL OF SHUT-OUT CARGO	446	33
SHUT-OUT CARGO DEMURRAGE CHARGES	448	33
WATERBORNE GAMING VESSELS	451	34
VESSEL WATER SERVICE CHARGES	500	34
FACILITY WATER SERVICE CONTRACTS	502	34
FACILITY WATER SERVICE CHARGES	504	34
SPECIAL SERVICE CHARGES FOR THIRD PERSONS AND VESSELS EXEMPT FROM HARBOR FEE	506	35
SPECIAL SUPPLY CHARGES FOR VESSELS PAYING HARBOR FEE	508	35
BOARD'S CONTAINER CRANES AT THE NAPOLEON/NASHVILLE AVENUE CONTAINER TERMINAL	512	35
DEFINITION - LOADING & UNLOADING	600	37
OBLIGATION OF ASSIGNEE OF THE BERTH – EXCEPTIONS	602	37
DESIGNATION OF LICENSED INDEPENDENT LIFT OPERATOR	604	38
PERSONS PERFORMING CARGO LOADING AND UNLOADING – RESPONSIBILITY	606	38
APPLICATION OF LOADING/UNLOADING CHARGES	608	38

	ITEM	PAGE
APPLICATION OF LOADING/UNLOADING CHARGES ON PALLETIZED AND NON-PALLETIZED SHIPMENTS	610	38
BILLING FOR SERVICES	612	38
PAYMENT FOR SERVICES	614	39
SCHEDULING AND PLACEMENT OF RAILCARS AND TRUCKS	616	39
COMPLIANCE WITH LAWS, REGULATIONS, ETC.	620	39
DESIGNATION OF MARINE TERMINAL OPERATOR TO INSPECT AND REPORT LOSS, DAMAGE AND SHORTAGE OF SHIPMENTS ON IMPORT OR OTHER INBOUND CARGO	622	39
RESPONSIBILITY OF ASSIGNEE FOR RAILCAR DEMURRAGE AT ASSIGNED BERTH	624	39
PALLETIZED/UNITIZED/SKIDDED CARGO	626	39
NON-PALETIZED, NON-UNITIZED CARGO	628	40
DAMAGED GOODS	630	40
HEAVY LIFTS	632	40
HANDLING DAMAGE FREE EQUIPMENT	634	40
CHARGES FOR SPECIAL CONSTRUCTION, BRACING AND STAKING	636	40
SPECIAL HANDLING EQUIPMENT CHARGES	638	40
SPECIAL SERVICES	640	40
CHARGES FOR SEGREGATION OF CARGO	642	41
MARITIME SECURITY	700	41
APPLICABILITY AND PAYMENT OF SECURITY FEES	701	41
VESSEL SECURITY FEE	702	42
CARGO SECURITY FEE	704	42
PASSENGER SECURITY FEE	706	42
COLLECTION OF FEES	708	43

ITEM	TITLE	RATE
100	PORT LIMITS	
	The port limits are coextensive throughout the parishes of Orleans, Jefferson, and St. Bernard (Mile 81.2 to Mile 114.9 AHP).	
102	HOLIDAYS	
	<p>Legal holidays, as used in this Tariff, shall consist of the following days: New Year's Day (January 1) Martin Luther King's Birthday (Third Monday in January) Mardi Gras Day Good Friday Memorial Day (Last Monday in May) Independence Day (July 4) Labor Day (First Monday in September) Veterans' Day (November 11) Thanksgiving Day (Fourth Thursday in November) Christmas Day (December 25)</p> <p>When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.</p>	
104	BOARD PHONE NUMBERS	
	The Marine Terminal Superintendent may be reached at (504) 528-3216 and (504) 528-3218.	
106	ANCHORAGE	
	<p>(a) The General Anchorage for the Port of New Orleans is shown on U.S. Coast & Geodetic Survey Chart No. 497. It is an area along the right descending bank, .4 miles long and 800 feet wide measured from the shore, extending from Mile 90.5 to Mile 91.6 above Head of Passes.</p> <p>(b) The promulgation and enforcement of rules and regulations concerning the General Anchorage is the responsibility of the U.S. Coast Guard. Vessels anchored in the river, except as below noted, shall be anchored in that General Anchorage.</p> <p style="padding-left: 40px;">(1) Exception 1, Quarantine Anchorage - Vessels awaiting inspection by U.S. Public Health officials shall be anchored in an area along the right</p>	

	<p>descending bank, .7 mile long and 800 feet wide, extending from Mile 90.9 to Mile 91.6 above Head of Passes.</p> <p>(2) Exception 2, Special Permission to Anchor -Vessels may be granted special permission by the Marine Terminal Superintendent to anchor in other parts of the harbor. It will be the policy of the Marine Terminal Superintendent not to permit a vessel to anchor within 750 feet of a wharf.</p>	
108	RULES FOR INNER HARBOR NAVIGATION CANAL	
	Item intentionally deleted.	
110	GULF SEAPORTS MARINE TERMINAL CONFERENCE	
	<p>The Port of New Orleans is a member of the Gulf Seaports Marine Terminal Conference, which may agree on rates, charges, rules and regulations that are subsequently published. Written requests and complaints regarding these agreements should give full particulars, including all facts, conditions, and circumstances and be forwarded to: Chairman - Gulf Seaports Marine Terminal Conference, Post Office Box 70, Pascagoula, Mississippi 39568. The complainant will be notified of the Conference's docketing of the matter and time of meeting. He shall have a hearing where requested in advance. Other conference members include:</p> <p>Board of Commissioners of Lake Charles Harbor and Terminal District Greater Baton Rouge Port Commission Orange County Navigation and Port District, Orange, TX Mississippi State Port Authority at Gulfport Port of Beaumont Navigation District of Jefferson County, TX Port Commission of the Port of Houston Authority of Harris County, TX Board of Trustees of the Galveston Wharves Alabama State Docks Department - Port of Mobile South Louisiana Port Commission, La Place, LA Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, TX Port of Port Arthur Navigation District of Jefferson County, TX Board of Commissioners of the Tampa Port Authority of Hillsborough County, FL Port Freeport Panama City Port Authority Port of Pensacola Port of Pascagoula Manatee County Port Authority of Palmetto, FL St. Bernard Port, Harbor and Terminal District, Chalmette, LA Port of Plaquemines, LA</p>	

112	SEAMEN'S CENTERS	
	<p>Seamen's centers are available in the Port of New Orleans and are open to all merchant seamen for their recreational, personal and spiritual needs. A schedule of the centers is available from the Marine Terminal Superintendent. All center contributions are voluntary.</p>	
114	DEFINITIONS	
	<p><u>Agent or Vessel Agent</u> – The party who submits the “Application for Berth”.</p> <p><u>Application for Berth</u> – Document provided by Marine Terminal Superintendent, as detailed in Item 300 (“APPLICATION FOR BERTH”), which is required before a berth is granted.</p> <p><u>Arrival at Berth</u> – The time when the vessel arrives alongside the wharf with two lines made fast.</p> <p><u>Assignee</u> – An assignee of a berth at a Board Facility.</p> <p><u>Board</u> – The Board of Commissioners of the Port of New Orleans.</p> <p><u>Board Facility</u> – Any wharf, dock, terminal, facility or marshalling yard which is Board-owned or leased by Board.</p> <p><u>Board Ordinance</u> – Ordinances issued by the Board, available on request to the Harbor Police Department.</p> <p><u>Departure from Berth</u> – The time the last line is let go.</p> <p><u>Grantee</u> – Recipient of a First Call on Berth Privilege, as defined in Item 308 (“FIRST CALL ON BERTH PRIVILEGE”), or a Preferential Assignment, as defined in Item 310 (“PREFERENTIAL ASSIGNMENT”).</p> <p><u>Inland Watercraft</u> – All Vessels, private and public, operated exclusively on the United States inland waterways.</p> <p><u>Marine Terminal Superintendent</u> – Board manager and contact person regarding this Tariff.</p> <p><u>Ocean-Going Vessel</u> – All Vessels other than Inland Watercraft.</p> <p><u>Tariff</u> – The Board’s Federal Maritime Tariff, FMC T-No. 2.</p> <p><u>Ton</u> – A short ton of 2,000 pounds unless otherwise indicated.</p> <p><u>Vessels Engaged in Foreign, Coastwise or Intercoastal Trade</u> – All ocean vessels, private and public, employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial, of a private or public nature, other than the Inland Watercraft as defined herein.</p>	

	<p><u>Vessel</u> – Any vessel, ship, barge, tug, towboat, lighter, raft or other watercraft that floats. All references to “Vessel” shall include without exception its owner, charterer, and agent.</p> <p><u>Vessel Operations</u> – The loading and/or discharging of cargo from or to a Vessel.</p> <p><u>Wharf</u> – Any public wharf, dock, berth, landing, pier, mooring facility, barge fleet mooring facility or other structure and the warehouses, sheds or buildings thereon which are owned, operated, or administered by the Board.</p> <p><u>Written Notice</u> – All notice to the Board required to be in writing shall be sent to the following:</p> <p style="text-align: center;">Board of Commissioners of the Port of New Orleans ATTENTION: Marine Terminal Superintendent 1350 Port of New Orleans Place New Orleans, Louisiana 70130 OR P.O. Box 60046 New Orleans, Louisiana 70160 OR Docks@portnola.com</p>	
116	CORRECTION ABBREVIATIONS	
	<p>¢ -- Cents</p> <p>FMC -- Federal Maritime Commission</p> <p>\$-- US dollar</p> <p>% -- Percent</p> <p>GRT -- Gross registered ton</p> <p>LOA -- Length overall</p> <p>[§] -- The rate, rule or regulation bearing this reference mark is published pursuant to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference.</p>	
118	LIABILITY OF BOARD	
	<p>No provision contained in this Tariff shall limit or relieve the Board from liability for its own negligence nor require any Vessel, Grantee, Assignee and/or lessee to indemnify or hold harmless the Board from liability for its own negligence.</p>	

GENERAL RULES AND REGULATIONS

ITEM	TITLE	RATE
200	CONSENT TO THE TARIFF	
	Use of the facilities or property under the jurisdiction of the Board shall constitute consent to the terms and conditions of this Tariff and evidences an agreement on the part of all Vessels, Grantees, Assignee, or other users to pay all applicable charges and abide by this Tariff and Board Ordinances.	
202	INTERPRETATION OF TARIFF	
	The Board shall be the sole judge as to the interpretation of this Tariff.	
204	PROHIBITED ACTIVITIES	
	<p>(a) The following activities are prohibited. Any person engaging in activities set out below at (1), (2), (3), (4), (5) and/or (9) may be in violation of Board Ordinances, which are punishable by a fine not more than \$500.00 and/or six months imprisonment in the discretion of the court.</p> <ol style="list-style-type: none"> (1) Smoking on or in a Board Facility and the approaches within fifty (50) feet of the Board Facility, except specially designated areas. (2) Smoking on the open deck or in the hold of a Vessel moored at a Wharf in the Port of New Orleans or tied to another Vessel made fast thereto, as well as throwing any lighted object from a Vessel. (3) The obstruction of any firefighting appliance or apparatus on or in any Wharf or roadway of a Board Facility. (4) The removal or breaking of the wire seals on fire hoses or fire water valves on or in a Board Facility or the use of water from said hoses or valves for purposes other than extinguishing a fire. (5) Dumping of oil, oily wastes or grease or other refuse matter into the waters of the Port of New Orleans. Engaging in this activity is a violation of national, state, and local laws and ordinances as well as this Tariff and Board Ordinances. (6) Blowing tubes with blowers or mechanical process or emitting dense smoke by any Vessel within the vicinity of Poydras St. Wharf, as per Board Ordinance. 	\$500.00

	<p>(7) Obstructing any wharf by stevedore's tools, equipment, donkey engines, vehicles, or any other material or object which is not part of the cargo. Engaging in this activity shall result in a \$101 daily charge, commencing 24 hours after notice is given by the Marine Terminal Superintendent, and shall result in the removal, storage and/or sale of such material at the stevedore's expense.</p> <p>(8) Vessel operations that exceed loading and strains posted on or in the Board Facility, or otherwise designated by the Board.</p> <p>(9) Oxyacetylene, electric, or any other welding or burning or other "hot work" involving use of any open flame or heat on any Board Facility or inside any shed or covered facility owned, operated or administered by the Board unless a current permit issued by and available from the Harbor Police Department is obtained and posted at the site where cutting, welding, or other "hot work" is to be performed. The requirements listed in the document entitled "Basic Precautions for Using the Welding/Cutting Permit System," also issued by the Harbor Police Department, shall be complied with. The provisions of 49 CFR Section 176.54 and 33 CFR Section 126.15 are applicable to Vessels and facilities respectively where dangerous cargo is involved.</p>	\$101.00
206	FIRE SIGNAL	
	<p>Where fire occurs on board any Vessel in the Port of New Orleans, the Vessel shall sound five prolonged blasts of the whistle or siren, each blast to be four to six seconds duration.</p> <p>Such signal may be repeated at intervals to attract attention and shall be used in addition to other means of reporting a fire.</p>	
207	DISTRESS, FIRE OR EMERGENCY ALARMS AS PART OF PREPARATION DRILLS	
	Item intentionally deleted.	
208	CLEANING OF WHARF	
	<p>(a) It is the responsibility of the Vessel, Grantee and/or Assignee to clean, promptly, the Board Facility on completion of loading/unloading operations. All dunnage, trash or debris must be removed and the Board Facility, including comfort station(s), must be placed in a sanitary condition. Failure to maintain such state of cleanliness and sanitary condition shall entitle Board, in its discretion, on one (1) hour's notice to Vessel, Grantee and/or Assignee, either to contract with private contractors to clean</p>	

	<p>such area or clean the area with Board employees. In either event, the Vessel, Grantee and/or Assignee assigned to the Board Facility shall be obligated to pay to the Board charges assessed in accordance with the following schedule:</p> <ul style="list-style-type: none"> (1) Minimum charge (for up to four hours) = \$2,903 (2) Each hour in excess of 4-hour minimum = \$726 per hour (3) Disposal costs minimum \$300 exceeding \$300 = Actual Cost (4) Extraordinary additional labor or equipment = Actual Cost 	<p>\$2,903.00 \$726.00</p>
210	MINIMUM INSURANCE REQUIREMENTS FOR FIRST CALL ON BERTH PRIVILEGE	
	<p>Grantees or Assignees of a berth shall be responsible for furnishing to Board evidence of insurance coverage, including but not limited to workers' compensation, comprehensive general liability, stevedore and terminal operator's liability and such other insurance, in such form and with such minimum limits as the Board's President and Chief Executive Officer may require. Failure to obtain, retain and submit evidence of the insurance coverages required shall constitute cause for denying the use of the Board's Facilities or immediate cancellation of an assignment previously made.</p>	
211	MINIMUM INSURANCE REQUIREMENTS FOR EXCURSION VESSELS	
	<p>Vessel operators and/or terminal operators which utilize a Board Facility for the berthing of excursion vessels shall be responsible for furnishing to Board evidence of insurance coverage, including, but not limited to comprehensive general liability, protection & indemnity, hull & machinery, workers' compensation, and comprehensive motor vehicle liability, and such other insurance in such form and with such minimum limits as the Board's President and Chief Executive Officer may require. Failure to obtain, retain and submit evidence of the insurance coverages required by the President and Chief Executive Officer shall constitute cause for denying the use of the Board's Facilities or immediate cancellation of an assignment previously made.</p>	
212	PAYMENT OF CHARGES	
	<p>All charges incurred under the provisions of this Tariff shall be payable within thirty (30) days from the date of bill or invoice. Interest of .0333 percent per day, or the equivalent of approximately twelve (12%) percent per year, shall be assessed on the balance due on invoices more than thirty (30) days old. Board reserves the right to place a Vessel, Grantee and/or Assignee on a cash basis, or to deny the use of the Board's Facilities to any Vessel, Grantee and/or Assignee until all outstanding delinquent charges have been paid.</p>	

214	DAMAGE TO BOARD PROPERTY	
	<p>(a) In the event any damage is caused to Board property, the Vessel, Grantee and/or Assignee or parties causing such damage, and the Vessel, Grantee and/or Assignee who are using or occupying the same under any provision of the Tariff, including but not limited to all operators, linemen, and stevedores involved, shall give a full written report to Board, including the date and time the damage occurred, a description thereof, liability insurance if any of the responsible party, the names, addresses and business connections of such Vessel, Grantee and/or Assignee or parties causing such damage and the witnesses (including physical addresses and contact information) to the occurrence, and all other available pertinent facts and information to estimate liability of the responsible party.</p> <p>(b) Each Vessel, Grantee and/or Assignee to which any property of Board has been assigned, or which are using or occupying the same under any provision of the Tariff, shall be held responsible and shall be solidarily liable for any and all damage occurring to such property and the expense of the repair or replacement of such property except as provided in clause (c), below.</p> <p>(c) Any such Vessel, Grantee and/or Assignee described in clause (b), above, may be released from the described liability on furnishing to Board sufficient facts, evidence and other proof establishing the identity of the party or parties causing, or contributing to the cause of, any damage to such property of the Board provided that the Vessel, Grantee and/or Assignee described in clause (b), above, has not contributed to the cause of any such damage. Where the damage to the property of Board is caused by any other watercraft, the Vessel, Grantee and/or Assignee described in clause (b), above, may be released from said liability by establishing sufficient facts to show that the damage was not caused by any watercraft operating on or in connection with the business of the said vessel.</p> <p>(d) Where sufficient facts are furnished under clause (c), above, or the damaged Board property has not been assigned to a Vessel, Grantee and/or Assignee or is not used or occupied by a Vessel, Grantee and/or Assignee under any provisions of this Tariff, the Vessel, Grantee and/or Assignee and all parties responsible for damage to or destruction of Board property shall be held liable for the expense of the replacement or repair of the property.</p>	
216	BOARD HELD HARMLESS	
	<p>(a) All parties who are assigned the use of, permitted to go on, or are otherwise allowed to occupy or use a Board Facility, including without limitation, each and every Vessel, Grantee, Assignee, any stevedore, any line handler or any other person or persons, who enter, go on, pass over, use or otherwise do business on any Board Facility, whether at the request or invitation of Board, Board's lessees, Vessel, Grantee, Assignee, permittees, or any other person or persons doing business on or utilizing any public wharf, facility or property of the Board, whether with or without the knowledge or permission of the Board, shall be responsible for and shall be solidarily liable for and shall protect, defend, save, and hold the Board harmless</p>	

	<p>from and against any and all claims for damages, including property damage and personal injury, including death, which may arise out of or be attributed to the presence, use or operations of those parties on the Board Facility.</p> <p>(b) All such parties set out above in clause (a) of this Item hereby acknowledge that the duty to defend is a separate and distinct obligation herein and, on the filing of any action, claim, suit or proceeding of any nature or kind against Board shall at their cost defend Board from and against any and all of the foregoing actions, claims, or suits of whatever nature or kind, directly or indirectly caused by, resulting from, or growing out of the parties' actions or inactions, their use of a Board Facility or the performance of their obligations under this Tariff, whether or not there is insurance coverage for the actions, claims or suits, and not subject to reimbursement from Board.</p> <p>(c) Furthermore, such parties shall be liable for all attorney's fees and costs incurred by Board if it must file suit or retain counsel to enforce the terms of this indemnity.</p> <p>(d) Notwithstanding the foregoing, nothing in this provision shall relieve Board from any liability which may arise out of its own negligence.</p>	
218	RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO	
	<p>Shippers or receivers of cargo, the Vessel, Grantee and/or Assignee, or those acting for them, are responsible for protecting such cargo from loss or damage from any cause, including but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage, decay, seepage, heat, cold, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, defects or leaks in or around buildings or other structures, war, riots, strikes, civil commotion, acts of third persons, or other causes whatsoever, provided, however, that this provision will not relieve the Board of Commissioners from any liability which may arise out of its own negligence.</p>	
219	SUBSTANCE ABUSE POLICY	
	<p>(a) The Board recognizes the severity and gravity of the national substance abuse crisis. While widespread substance abuse is a threat to the general health and morals of the public, in the workplace it frustrates the achievement of safety, performance and productivity goals. In an effort to assist in controlling the scope and effect of substance abuse in the Port, the Board has adopted a substance abuse policy to maintain safety, productivity and quality standards among its employees. The Board recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Assistance Program to that end.</p> <p>(b) It is similarly the goal of the Board to foster and encourage a safe workplace. No person by whoever employed may work on a Board Facility while under the influence of alcohol, legally prescribed safety-sensitive drugs or illegal drugs. Each employer of individuals who work on a Board Facility shall have in place a</p>	

	substance abuse policy which subjects employees to post-accident drug testing and drug-testing on reasonable suspicion of intoxication, and which provides for appropriate subsequent action. All employee drug tests shall be conducted in compliance with applicable federal and state laws.	
220	RESPONSIBILITY FOR RAILROAD CLEARANCE	
	Each Vessel, Grantee and/or Assignee to which a Board Facility has been assigned, or which is using or occupying the same under any provision of this Tariff, shall be responsible and solidarily, severally, and jointly liable for the maintenance of clearances of ten (10) feet from the center line of any railroad tracks in order to comply with railroad clearance requirements for switching.	
222	MOVING VESSELS TO PROTECT PROPERTY OR TO FACILITATE NAVIGATION OR COMMERCE	
	In the event it becomes necessary to move a Vessel in order to facilitate navigation or commerce, or to protect other Vessels or property, the Marine Terminal Superintendent is authorized to order and enforce the removal of such Vessel at the Vessel's own expense to such place as he may direct. On the failure or refusal of the person in charge of such Vessel to change the position as directed, the Marine Terminal Superintendent is authorized and under a duty to board such Vessel with any necessary assistance and change the position thereof at the risk, liability and expense of such Vessel.	
224	TOWING AND SHIFTING OF VESSELS	
	<p>(a) This Board is not engaged in the public towing or shifting of Vessels, and Board, its tug(s), and employees shall not be a common carrier.</p> <p>(b) There shall be no obligation on Board at any time to tow or shift a Vessel. If and when circumstances arise which, in the opinion of the Marine Terminal Superintendent, create an emergency or necessity for the use of Board's tug(s) for the towing or shifting of a Vessel, the Vessel shall pay to this Board the cost of such service. Board, its agents, servants, or employees shall not be liable for any damage resulting from the failure to make an inspection of the Vessel to be towed or shifted or resulting from any error of judgment in making the inspection if one is made. Additionally, Board is authorized to hire such service/tug at Vessel interest's cost, risk and expense, including a surcharge of 25% of the actual cost for discharging an obligation of Vessel under this Tariff.</p> <p>(c) Towing or shifting of a Vessel by Board will be done at the sole risk of Vessel and its cargo. If the Vessel to be towed or shifted shall have on board any cargo, barges, master, pilot, watchman, crew or other servants and/or employees, Vessel shall</p>	

	<p>defend, indemnify and hold harmless this Board, the towing craft, and the master, pilot and crew thereof, from and against any and all claims, demands, causes of action (whether in law or in equity), liabilities, damages, judgments, awards, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) of any kind or character (collectively "Claims") for loss or damage to the cargo and Vessel, and for death or personal injury, howsoever occurring. Notwithstanding the foregoing, nothing in this provision will relieve any party from any liability which may arise out of its own negligence. The duty to defend herein is a separate and distinct obligation, and, on the filing of any action, claim, suit or proceeding of any nature or kind against Board, Vessel shall at its cost defend Board from and against the Claims, directly or indirectly caused by, resulting from, or growing out of the towing or shifting of Vessel caused by the refusal or inaction of Vessel to follow the instructions of the Marine Terminal Superintendent given under this Tariff, whether or not there is insurance coverage for the Claims.</p> <p>(d) The masters, crews, servants and employees of all Vessels assisting the Vessel to be towed or shifted shall become and be the servants of the Vessel to be towed or shifted. The liability of the Vessel to be towed or shifted for loss of or damage to the towing craft or any other property of Board, and to third persons, including the death of, or personal injury to, the master, pilot and crew of the towing craft, shall be their responsibility as fixed by law. Where Board uses procures, or permits the use of, any vessel or equipment not owned by this Board, all of the stipulations and exemptions from liability and hold harmless requirements of this Tariff shall also be applicable to, and the benefit thereof shall accrue to, such Vessel or equipment, master, crew, and their servants and employees.</p>	
226	WAIVER OF SUBROGATION UNDER FIRE POLICIES	
	Item intentionally deleted.	
228	AUDIT OF MANIFESTS AND OTHER DOCUMENTS	
	<p>Vessels, Grantee and/or Assignees, and those persons using facilities for purposes of performing cargo operations with the permission of Vessel, Grantee and/or Assignees shall permit Board access to all cargo documents including, but not limited to, cargo manifests, delivery tickets, dray receipts, hatch lists, or invoices for services and furnish to Board such other documentation, reports or information as it may require, for purposes of audit so as to secure necessary data to permit correct billing for charges incurred under this Tariff or to permit and facilitate the collection of cargo data and statistical information. The cargo data and statistical information shall be furnished to Board in a form and manner acceptable to Board as provided in Item 300 ("APPLICATION FOR BERTH"). Failure to provide such information on request will constitute cause for denial of use of the Board's Facilities.</p>	

230	MEASUREMENT OF A VESSEL	
	In the event of a dispute regarding the registered length of a Vessel, Board reserves the right to actually measure such Vessel for the purpose of determining its overall length.	
232	COMPUTATION OF TIME	
	All charges are based on straight running time, expressed under the twenty-four (24) hour clock, except where otherwise stated. A day shall commence when the Vessel arrives at her berth.	
238	HANDLING CLASS "1" EXPLOSIVES	
	Persons desiring to handle, load, transport or discharge commercial Class "1" or military explosives shall file a written application with the Marine Terminal Superintendent, in accordance with the rules and regulations of Board, which application shall be accompanied by all permits or approvals required by applicable local, state or federal laws, regulations, or ordinances.	
240	MARPOL	
	<p>(a) Vessels entering the Port of New Orleans and waters where the International Convention for the Prevention of Pollution from Ships (MARPOL 73/78) and its Annexes I through VI apply and which have been incorporated into U.S. law, are responsible for complying with all applicable law and/or regulations promulgated thereto.</p> <p>(b) Vessels desiring to discharge or dispose of shipboard oily wastes, noxious liquid substances (NLS), garbage including food, meat, plant and other potentially infectious waste, exhaust gas cleaning residues (EGCR), or ozone depleting substances (ODS) when entering port facilities must utilize reception facilities authorized by the United States Coast Guard (USCG) and other federal agencies, and give at least 24-hour notice of their intent to discharge or dispose before entering the Port of New Orleans. At present, the USCG has issued to the Board a Certificate of Adequacy (COA) for oily mixtures, NLS residue and garbage. Please consult the International Maritime Organization's (IMO) Global Integrated Shipping Information System (GISIS) website for a list of authorized port reception facilities located in New Orleans.</p>	

242	PROCEDURES FOR SCHEDULING AND PLACEMENT OF TRUCKS, VANS OR TRAILERS	
	Item intentionally deleted.	
244	PASSENGER VESSEL SECURITY PLAN	
	<p>Vessels which have on file an Application for Berth and which by virtue of the provisions of 33 CFR Section 120 and 33 CFR Section 128 are required to have a Vessel security plan which has been approved or is under review by the Captain of the Port, USCG (as defined in Item 240(b) (“MARPOL”) above), shall furnish evidence of same to the Marine Terminal Superintendent not later than seven (7) days prior to the arrival of the Vessel, and in no event shall a berth assignment be effective until such evidence has been received. Board has on file with the Captain of the Port of New Orleans an approved terminal security plan which delineates the physical aspects of the terminal facilities. Copies of Board's approved terminal security plan may be obtained from the office of the Marine Terminal Superintendent. No later than forty-eight (48) hours prior to the arrival of the Vessel, its designated terminal security officer shall contact the Port Facility Security Officer at (504) 891-7585 to present its security plan and conduct a security inspection of the terminal.</p>	
USE OF BOARD PROPERTY		
ITEM	TITLE	RATE
300	APPLICATION FOR BERTH	
	<p>(a) To accommodate the shipping and commerce through the Port of New Orleans, Board merely provides and makes available facilities to Vessels, Assignees and/or Grantees for their use and performs no services of any kind. The parties assigned the use of such Board Facilities shall perform any and all services and conduct all operations necessary in connection with the berthing of Vessels, the handling of cargo or property, or other use by the Assignee or Grantee. In all cases, the care, custody and control of such Vessels, cargo or other property shall at all times be and remain in Vessel, and in no case shall the assignment of a Board Facility be deemed or construed as placing such Vessel, cargo or property in the care, custody or control of Board.</p> <p>(b) Vessels desiring a berth at any Board Facility must apply to the Marine Terminal Superintendent on forms furnished by his office, or in electronic form approved in advance by Board's President and Chief Executive Officer prior to the date for receiving cargo for outbound movement or not less than forty-eight (48) hours in advance of desired arrival at such Board Facility. The Marine Terminal</p>	

	<p>Superintendent will notify the applicant of a berth assignment by returning a signed copy of said form electronically.</p> <p>(c) The signed application form, or a properly authenticated electronic application, and grant of berth assignment shall constitute a contract, subject to the terms of the Application for Berth, the rates, rules and regulations and provisions contained in this Tariff and Board Ordinances, between Board and jointly, severally and in solido Vessel. The grant of berth assignment does not convey absolute control of the facility assigned.</p> <p>(d) Within seven (7) working days following the completion of cargo operations, the Vessels, Grantees and/or Assignees who have filed an application as provided above and been granted an assignment shall furnish to Board, in a form and manner acceptable to Board, cargo and statistical information relating to the operations conducted pursuant to such assignment.</p> <p>(e) Exception - Inland Barge Carriers: Inland barge carriers regularly operating at the Port of New Orleans may be relieved of filing an Application for Berth by entering into a written contract with Board providing for their submission, within five (5) days following the close of each calendar month, of a list of all barges docked or berthed at any Board Facilities during the said calendar month, indicating the name or number of each inland watercraft (including barges), the length thereof, the name or location of the public wharf, the date and hour of the arrival and departure of each, and such other information necessary to assist Board in assessing charges. Such barge carriers shall be billed monthly for all applicable dockage charges. Inland barge carriers entering into such contracts shall nevertheless obtain oral permission (with electronic verification within twelve (12) hours) from the Marine Terminal Superintendent for, and prior to, the berthing of any barge at a public wharf.</p>	
301	ASSIGNMENT FEE - NON-LEASED FACILITIES	
	<p>(a) Assignees other than at Jourdan Road Terminal shall be assessed in addition to any other applicable charges an assignment fee (Assignment Fee Covered Space) of \$854 per section of the shed of the wharf assigned and/or occupied by cargo either destined for outbound movement or inbound cargo discharged by Vessel. Assignees at Jourdan Road Terminal shall be assessed in addition to any other applicable charges an Assignment Fee Covered Space of \$1,823 per section of the shed of the wharf assigned and/or occupied by cargo either destined for outbound movement or inbound cargo discharged by Vessel. When uncovered open areas or when space in marshalling yards is assigned for the purpose of assembling cargo for outbound movement and/or delivering inbound cargo in conjunction with or without any covered space, the assignment fee (Assignment Fee Uncovered Space) shall be \$0.33 per Ton for liquid bulk and bulk cargo and \$2.84 per Ton for all other cargo. Assignments of wharf space shall be for a period of thirty (30) days.</p> <p>(b) In the event that Assignee loads or discharges cargo directly to or from barges or to or from railcars, trucks, or over or under Wharves to or from Vessels, with or without loading or discharging cargo to or from the assigned Board Facility, an Assignment Fee (Direct Loading/Discharge) of \$0.33 per Ton for liquid bulk and bulk cargo and</p>	<p>\$854.00</p> <p>\$1,823.00</p> <p>\$0.33</p> <p>\$2.84</p> <p>\$0.33</p>

	<p>\$2.84 per Ton for all other cargo shall be assessed against all such cargo loaded or discharged directly to or from Vessel. The Assignment Fee (Direct Loading/Discharge) shall be in addition to the Assignment Fee (Covered or Uncovered) assessed for the use of the assigned facility as provided above. All other rates, rules, and regulations contained in this Tariff shall apply. A terminal use fee at the rates provided in Item 324 (“TERMINAL USE FEE”) shall be assessed on all cargo loaded or discharged to or from Vessel. Whenever reference is made in lease agreements to a wharfage rate, the rate for Assignment Fee Uncovered Space shall apply.</p>	\$2.84
302	APPLICATION FOR BERTH AT POYDRAS STREET WHARF (SECTIONS 27-69)	
	<p>(a) The Poydras Street Wharf, Sections 27 through 69, has been leased by Board to International Rivercenter, LLC (“IRC”), and any operating subtenant which it may have for this property for the operation of a passenger terminal subject to the reservation of the right by Board to assign Vessels to the berth. All Vessels desiring to berth at the said facility shall file an Application for Berth directly with the Marine Terminal Superintendent, subject to the charges and regulations of this Tariff. Vessels causing damage to said facilities shall be responsible therefor and shall adjust settlement of damages with lessee IRC.</p> <p>(b) Near the Poydras Street wharf are residential condominiums, a hotel, a commercial shopping mall and other structures (“the Structures”). Each Vessel and her operator(s) which apply for and receive assignment to a berth at the Poydras Street wharf are hereby notified that there exists the possibility that stack emissions from Vessels berthed at the wharf may cause damage to or otherwise foul the Structures adjacent to or in the vicinity of the Passenger Terminal. By accepting an assignment by Board to the wharf, each Vessel and her operator(s), agree to be solidarily liable for any deleterious effects of the Vessel's stack emissions on the Structures. This responsibility shall include, but not be limited to, any cleaning or other costs directly associated with such emissions. Furthermore, each Vessel, and her operator(s) hereby acknowledge and agree that, by filing an Application for Berth in accordance with and subject to Item 300 (“APPLICATION FOR BERTH”), all provisions of this Tariff, including, but not limited to, the defense and the indemnity set out at Item 216 (“BOARD HELD HARMLESS”), shall apply to damages arising out of the berthing of Vessel at the wharf.</p> <p>(c) In addition to the defense and the indemnity, each Vessel and her operator(s) which apply for and receive an assignment to the wharf, must provide to Board two weeks prior to Vessel's berthing an irrevocable letter of credit, surety bond, cash deposit or other guarantee in the amount of \$22,790 in a form acceptable to Board in Board's sole discretion. If a letter of credit or a surety bond is chosen as the guarantee, it shall be made payable to the One River Place Condominium Association, Inc. The proceeds of the guarantee shall be payable by Board to One River Place Condominium Association, Inc. (ORPC) on ORPC's written certification to Board that stack emissions of Vessel have required or will require the expenditure of funds for cleaning or other costs directly associated with any emissions from Vessel.</p>	

303	<p align="center">APPLICATION FOR BERTH AT JULIA AND ERATO STREET PASSENGER TERMINAL</p>	
	<p>(a) Board has developed the Julia and Erato Street Terminals for use by passenger Vessels. The facilities comprise two berths served by two distinct passenger terminals. Vessels desiring a berth at and the use of the facilities must apply to the Marine Terminal Superintendent on forms furnished by his office or in electronic form approved in advance by the President and Chief Executive Officer not later than seven (7) days in advance of the date of Vessel's arrival. Vessel owners shall furnish to Board evidence that they are in compliance with the requirements set forth in Item 244 ("PASSENGER VESSEL SECURITY PLAN").</p> <p>(b) The signed application form, or a properly authenticated electronic application, and grant of berth assignment shall constitute a contract, subject to the rates, rules and regulations and provisions contained in this Tariff and the Board Ordinances, between Board and jointly, severally and in solido Vessel. The grant of berth assignment does not convey absolute control of the facility assigned.</p> <p>(c) Vessels assigned a berth and terminal facilities shall make arrangements for and provide any and all services, equipment or personnel required for the accommodation of Vessel, including, but not limited to, gangways, security, baggage handling, passenger services, terminal operations and janitorial services. Vessels assigned the use of a berth and terminal shall as a condition of the assignment enter into a written contract obligating Vessel for the payment of electrical service provided. In the event that the Vessel elects to engage a terminal operator, he shall notify Board of the person or company selected no later than forty-eight (48) hours before the arrival of Vessel at the berth. Vessel shall furnish to Board evidence in a form acceptable to Board that it has in force insurance coverage, including, but not limited to, comprehensive general liability, protection and indemnity, hull and machinery, property damage, comprehensive motor vehicle liability, and shoreside passenger operations including terminal operator's liability, and such other insurance in such form and with such limits as the President and Chief Executive Officer may require.</p>	
304	<p align="center">APPLICATION FOR BERTH AT GULF OUTPORT POLAND STREET WHARF (BERTHS 1-3)</p>	
	<p align="center">Item intentionally deleted.</p>	
305	<p align="center">BERTH APPLICATION - PASSENGER VESSELS - INLAND WATERWAY PASSENGER VESSELS</p>	
	<p>(a) Any passenger Vessels, including any Inland Watercraft with passengers, that desire a berth at any Board Facility and which will either remain at the berth for a period in excess of twelve (12) hours, or arrive at the berth between the hours of 6:00 p.m. and 6:00 a.m., shall submit to the Marine Terminal Superintendent written</p>	

	<p>confirmation evidencing the approval of the U. S. Coast Guard, Captain of the Port, New Orleans District, to the use by a passenger Vessel of the desired berth.</p> <p>(b) NOTE: The required written permission shall be submitted with the Application for Berth and no berth shall be assigned until and unless such confirmation is received by the Marine Terminal Superintendent. Any passenger Vessel that fails to comply with this requirement or proceeds before receiving confirmation does so at its own cost, risk and expense.</p>	
306	VACATING OF BERTHS	
	<p>When there are more Vessels assigned to a Board Facility than can be accommodated at one time, Vessels already in berth shall, on order of the Marine Terminal Superintendent, be required to work overtime at their own expense to expedite Vessel handling. A Vessel refusing to work overtime shall be deemed to have been ordered to vacate and shall vacate promptly its berth. Failure to vacate timely when ordered shall subject Vessel to an additional dockage charge of \$2,889 per day or fraction of a day. Assessment of this additional dockage charge shall not affect the right of Board to remove a Vessel at its risk and expense.</p>	\$2,889.00
308	FIRST CALL ON BERTH PRIVILEGE	
	<p>(a) A First Call on Berth Privilege is a prior claim to be assigned the use of a particular Board Facility by Vessels pursuant to a written grant and shall not be construed as granting exclusive use or absolute control of a particular wharf and berth.</p> <p>(b) Application – A First Call on Berth Privilege may be granted on a particular public wharf, when available, on written application. Board shall grant such privilege on the basis of productivity throughput, the needs of the applicant, and other similar factors. The privilege shall be granted on the entire area of the wharf structure as delineated on the facility drawings.</p> <p>(c) There are no First Call charges for facilities used by Grantee solely for cargo handling. A Grantee who uses a particular public wharf or facility for non-cargo handling purposes shall be assessed a First Call charge of \$1.51 per square foot per annum. All charges shall be payable monthly in advance.</p> <p>(d) Auxiliary Space – Two (2%) percent of the assigned area shall be designated for non-cargo uses such as offices, gear cages, etc., and a charge of \$2.63 per square foot per annum shall be assessed for such area. Auxiliary space in addition to the area designated may be assigned at the rate set forth herein on written request from Grantee to the Marine Terminal Superintendent. Assignments of additional auxiliary space will be at the sole discretion of Board and will be based on consideration of terminal congestion, anticipated cargo movements, space availability, etc. Assignments of additional auxiliary space may be cancelled on the giving of thirty (30) days’ written notice by either Board or Grantee.</p>	<p>\$1.51</p> <p>\$2.63</p>

	<p>(e) Terms and Conditions - The Marine Terminal Superintendent may assign other Vessels to a berth where, in Board’s judgment, Grantee is not making full use of the designated area. The First Call may be cancelled by Board or Grantee on sixty (60) days’ written notice. The First Call may be cancelled on forty-eight (48) hours’ notice when in Board’s sole discretion continued use may create an unnecessary risk to life or property. The First Call shall be automatically cancelled in the event of war or national emergency under Exclusive Federal Emergency Utilization and Control, E.O. 11490 (1969), and Board will pay a refund covering the unearned portion of prepaid charges.</p> <p>(f) The Marine Terminal Superintendent may require Grantee to relocate, shift or restack cargo, equipment, materials or consignments when in Board’s sole discretion such action is required to insure maximum safe utilization of the facility. Failure of Grantee to comply with such a request shall be cause for immediate cancellation of the First Call.</p> <p>(g) Grantee shall arrange for the installation of utility meters in Grantee’s name and shall be responsible for the installation cost and utility charges. Grantee shall make utilities available as required to all Vessels.</p> <p>(h) No installations on or changes in the assigned area of a First Call shall be made without first submitting the plans to and securing the written approval of Board.</p> <p>(i) Grantee shall comply with the audit requirements of Item 228 (“AUDIT OF MAINFESTS AND OTHER DOCUMENTS”), the cleaning responsibilities of Item 208 (“CLEANING OF WHARF”), and the insurance requirements of Item 210 (“MINIMUM INSURANCE REQUIREMENTS OF FIRST CALL ON BERTH PRIVILEGE”).</p>	
<p>310</p>	<p>PREFERENTIAL ASSIGNMENT</p>	
	<p>(a) Board Facilities may be preferentially assigned by the Marine Terminal Superintendent to applicants for use for other maritime-related activities. Preferentially assigned facilities may not be utilized for the receiving or discharging of cargo directly to or from ocean-going vessels. Maritime-related activities which are appropriate for a preferential assignment may include, but are not limited to, bagging operations, unitization, shrink-wrap operations, vac-u-vator services, container storage and repair, vessel repair, loading and unloading of rail cars and/or barges, and other similar maritime-related activities. The preferential assignment does not confer exclusive use, but merely a prior claim to use.</p> <p>(b) Charges - Grantees of a preferential assignment shall be assessed a preferential assignment charge per square foot per annum of \$1.51. In addition, a charge of \$2.63 per square foot per annum shall be assessed on those auxiliary areas used by Grantee for non-cargo purposes, such as offices, gear cages, etc. All such charges shall be payable monthly in advance.</p> <p>(c) All dockage charges provided in this Tariff shall be applicable to a preferentially assigned facility.</p>	<p>\$1.51 \$2.63</p>

	<p>(d) Wharfage charges as contained in this Tariff shall be applicable to commodities handled on preferentially assigned facilities, provided, however, that no wharfage shall be assessed when such commodities have been discharged by a Vessel at a facility owned, operated or administered by Board. In the event that commodities handled on preferentially assigned facilities are subsequently loaded aboard a Vessel at a Board-leased facility, a credit shall be given to Grantee in the amount of the wharfage assessed and paid by Grantee. An amount equal to such credit when received shall be paid to the cargo owner by Grantee.</p> <p>(e) Terms and Conditions - The preferential assignment may be canceled by Board or Grantee on sixty (60) days' written notice. Grantee shall accept the facilities as is and shall be responsible for all maintenance and repair at Grantee's sole risk and expense. Grantee shall maintain the facilities in a good and safe condition at all times.</p> <p>(f) No constructions or improvements shall be made on the assigned facility without first submitting the plans to, and securing the written approval of Board. Grantee shall be responsible for the installation, maintenance, and removal of utilities in Grantee's name. Grantee shall be responsible for required dredging and providing necessary pest control programs, watchman service, and parking areas. Grantee shall furnish evidence of insurance coverage to Board in such types and amounts as Board's President and Chief Executive Officer may determine in her discretion.</p> <p>(g) Grantee shall defend, indemnify and save harmless Board from and against any and all claims arising out of the condition or state of repair of the preferentially assigned facilities, provided, however, that this provision will not relieve Board of any liability which may arise out of its own negligence. The preferential assignment agreement contains additional terms and conditions. The duty to defend herein is a separate and distinct obligation. and, on the filing of any action, claim, suit or proceeding of any nature or kind against Board, Grantee shall at its cost defend the Board from and against any and all of actions, claims, or suits of whatever nature or kind, directly or indirectly caused by, resulting from, or growing out of the use by Grantee of any preferential assignment granted hereunder, whether or not there is insurance coverage for the actions, claims or suits.</p>	
312	USE OF MARSHALLING YARDS, IMPROVED AND UNIMPROVED LAND AREAS	
	<p>Interested parties should contact Board's Commercial Department for details of current short- and long-term lease rates governing use of marshalling yards, and improved and unimproved land areas within the Port of New Orleans.</p>	

316	PERMITS FOR PORTABLE OFFICES ON UNASSIGNED WHARVES	
	Item intentionally deleted.	
318	PERMITS FOR PRIVATELY OWNED PIPELINES	
	<p>(a) A permit for the installation and maintenance of privately owned pipelines on, over, under or across the public wharves or other facilities for the transferring or handling of cargo owned by the permittee may be granted on written application to Board. The following annual charges, payable annually in advance, shall be assessed against the permittee for the use of Board property:</p> <p style="padding-left: 40px;">(1) Pipelines of six (6) inches or less in diameter = \$0.30 per foot.</p> <p style="padding-left: 40px;">(2) Pipelines over six (6) inches, but not over twelve (12) inches in diameter = \$0.59 per foot.</p> <p>(b) The permit contains additional terms and conditions regarding cancellation, installation, maintenance, liability, insurance, and other matters as determined by Board's President and Chief Executive Officer.</p>	<p style="text-align: right;">\$0.30</p> <p style="text-align: right;">\$0.59</p>
320	APPLICATION TO PACKAGE EDIBLE OILS	
	Item intentionally deleted.	
321	LICENSING OF STEVEDORES AT BOARD'S CRUISE PASSENGER TERMINALS	
	<p>Any stevedoring service entity (STSE) that desires to do business on or in connection with the public passenger facilities of Board by providing Vessel loading and unloading services, and other stevedoring services in conjunction with the operation of any of Board's cruise terminals shall apply for a license by submitting to Board an application with the necessary supporting information as may be required by Board and with payment of an appropriate fee determined by Board's President and Chief Executive Officer. No STSE may conduct business without a license as provided herein. Application for annual renewal of a license must be made at least ninety (90) days before the expiration date of the current license and accompanied by the appropriate fee and supporting data. Each STSE shall furnish to Board evidence of insurance including, but not limited to, workers' compensation, comprehensive general liability, stevedore and terminal operators' liability, or an alternative acceptable to Board, and any other insurance in a form and with limits as Board's President and Chief Executive Officer may require. Failure of the STSE to</p>	

	retain the requisite coverages shall constitute cause for denying the use of Board Facilities and for the immediate cancellation of a license previously issued.	
322	LICENSING OF SECURITY SERVICES PROVIDERS AT BOARD'S CRUISE PASSENGER TERMINALS	
	Any security service entity (SSE) that desires to do business on or in connection with the public passenger facilities of Board by providing security services in conjunction with the operation of any of Board's cruise terminals shall apply for a license by submitting to the Board an application with the necessary supporting information as may be required by the Board and with payment of the appropriate fee determined by Board's president and chief executive officer. No SSE may conduct business without a license as provided herein. Application for annual renewal of a license must be made at least ninety (90) days before the expiration date of the current license and accompanied by the appropriate fee and supporting data. Each SSE shall furnish to Board evidence of insurance including, but not limited to, workers' compensation, comprehensive general liability, or an alternative acceptable to Board, and any other insurance in a form and with limits as Board's President and chief executive Officer may require. Failure of the SSE to retain the requisite coverages shall constitute cause for denying the use of Board's Facilities and for the immediate cancellation of a license previously issued.	
323	LICENSING OF GUEST SERVICES PROVIDERS AT BOARD'S CRUISE PASSENGER TERMINALS	
	Any guest services entity (GSE) that desires to do business on or in connection with the public passenger facilities of Board by providing embarkation and guest services in conjunction with the operation of any of Board's cruise terminals shall apply for a license by submitting to Board an application with the necessary supporting information as may be required by the Board and with payment of the appropriate fee determined by Board's President and Chief Executive Officer. No GSE may conduct business without a license as provided herein. Application for annual renewal of a license must be made at least 90 days before the expiration date of the current license and accompanied by the appropriate fee and supporting data. Each GSE shall furnish to Board evidence of insurance including, but not limited to, workers' compensation, comprehensive general liability, or an alternative acceptable to Board, and any other insurance in a form and with limits as Board's President and Chief Executive Officer may require. Failure of the GSE to retain the requisite coverages shall constitute cause for denying the use of Board Facilities and for the immediate cancellation of a license previously issued.	

324	TERMINAL USE FEE	
	<p>(a) All persons utilizing a non-leased Board Facility for the purposes of performing stevedoring services, pursuant to an application filed in accordance with Item 300 (“APPLICATION FOR BERTH”), shall be assessed a terminal use fee. The use of a non-leased Board Facility for these purposes shall be deemed an acknowledgment and acceptance of the terms, conditions and obligations contained herein.</p> <p>(b) The fee, due solely by the party performing the service(s), is in addition to any other charge(s), and shall be based on the number of Tons of all cargo handled at the facility and assessed as follows:</p> <p style="padding-left: 40px;">(1) Per Ton of bulk cargo = \$0.12</p> <p style="padding-left: 40px;">(2) Per Ton of all other cargo = \$1.14</p> <p>(c) In those instances where a Vessel is loaded or discharged by more than one stevedore, each stevedore shall be assessed a fee based on the actual number of Tons which he loaded or discharged at the applicable rate.</p> <p>(d) For purposes of this Item, cargo handled shall be all cargo for which wharfage shall be assessed in accordance with Item 430 (“ASSIGNMENT FEE (Covered or Uncovered) (Direct Loading/Discharge)”).</p>	<p style="text-align: right;">\$0.12</p> <p style="text-align: right;">\$1.14</p>
325	TERMINAL USE FEE - BARGE CARGOES - TERMINAL LESSEES	
	<p>(a) Lessees of Board Facilities using them to provide stevedoring services, pursuant to an application filed in accordance with Item 414 (“DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE”) clause (b)(7) (“Special Dockage Rate - Barge Cargoes - Terminal Lessees”) shall be assessed a terminal use fee of \$0.24 per Ton for all cargo discharged.</p> <p>(b) This terminal use fee, which is in lieu of any wharfage charge, is due solely by the party performing the service(s). It is in addition to any other charge(s) and shall be based on the number of Tons of all cargo discharged in accordance with said Item 414(b)(7).</p> <p>(c) This item is not applicable if any cargoes are discharged from the Vessel to a wharf of any Board Facility.</p>	<p style="text-align: right;">\$0.24</p>
326	LICENSE - INDEPENDENT LIFT TRUCK OPERATORS	
	Item intentionally deleted.	

328	PROJECT CARGO SPACE UTILIZATION AGREEMENTS	
	Item intentionally deleted.	
VESSEL CHARGES AND CARGO CHARGES		
ITEM	TITLE	RATE
400	HARBOR FEE	
	<p>(a) All Vessels engaged in foreign, coastwise or intercoastal trade, arriving in Port of New Orleans limits, shall be assessed a harbor fee based on the registered length of the Vessel to defray the expense of the administration and maintenance of the port and harbor, including the operation of tug(s) to aid Vessels in distress and extinguishing fires, and policing the river and riverfront.</p> <p>The fee per Vessel shall be as follows:</p> <p style="padding-left: 40px;">(1) Under 250 feet = \$161</p> <p style="padding-left: 40px;">(2) 250 feet and over = \$626</p>	<p style="text-align: right;">\$161.00</p> <p style="text-align: right;">\$626.00</p>
402	SUPPLEMENTAL HARBOR FEE	
	<p>(a) All Vessels engaged in foreign, coastwise or intercoastal trade that handle or transfer cargo in midstream or when anchored at or moored to mooring facilities, including barge fleet mooring facilities, shall be assessed, in addition to the above regular harbor fees, a supplemental harbor fee of \$0.42 per Ton, or fraction, based on the weight of the cargo so handled or transferred. This supplemental harbor fee shall not be applicable when Vessels are docked at regular cargo handling wharves. For the purposes of this Item, "wharves" shall not include mooring or barge fleet mooring facilities.</p> <p>(b) Vessels desiring to handle or transfer such cargo in midstream must notify and coordinate such handling with the Marine Terminal Superintendent, the U.S. Coast Guard, the Crescent River Pilots Association and/or the New Orleans-Baton Rouge Steamship Pilots Association and obtain any approvals or permits as may be required by law.</p>	\$0.42

404	VESSELS EXEMPT FROM ALL HARBOR FEES	
	<ul style="list-style-type: none"> (a) Vessels passing through the Port of New Orleans and not receiving or discharging cargo or passengers. (b) Government vessels not engaged in carrying cargo, troops or supplies. (c) Private, non-commercial pleasure craft. 	
406	FREE TIME FOR ASSEMBLING OUTWARD CARGO	
	Item intentionally deleted.	
408	OUTBOUND DEMURRAGE	
	Item intentionally deleted.	
410	EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO	
	Item intentionally deleted.	
414	DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE	
	<p>(a) Regular Dockage Rate - Vessels that are assigned berths for the <u>handling of passengers, exclusively or for the</u> unloading and/or loading of cargoes or Vessels moored to Vessels assigned such berths shall be assessed dockage charges. Beginning on arrival of a Vessel at her berth, the dockage charges in Column 1 of Item 418 “(SCHEDULE OF DOCKAGE RATES)” shall be assessed continuously for each consecutive day of 24 hours, and said charges shall end on the day the Vessel completes all cargo operations and releases her berth, except where a Vessel is in an idle status as described in Exception (3)(v) below. Vessels requesting a change in status resulting in a higher dockage rate shall be assessed such rate effective 0001 hours of the date of the change. The effective date of the change in dockage rates for Vessels requesting a change in status resulting in lower rates shall be 0001 hours of the day following the change.</p>	

(b) Exceptions:

- (1) Inner Harbor-Navigation Canal - Vessels assigned public berths for the handling of cargo on the Inner Harbor- Navigation Canal shall be assessed dockage charges in Column 2 of Item 418 (“SCHEDULE OF DOCKAGE RATES”).
- (2) Special Dockage Rates
- (3) Special Purposes - Vessels assigned public berths for the purposes shown below shall be assessed special dockage charges in Column 3 of Item 418 (“SCHEDULE OF DOCKAGE RATES”). Such Vessels shall not receive or discharge cargo or passengers.
 - (i) Vessels fitting out for grain;
 - (ii) Vessels receiving supplies;
 - (iii) Vessels fumigating;
 - (iv) Vessels, other than military vessels, on exhibition or display to the public, and
 - (v) Idle status, not to exceed five (5) days. A Vessel in an idle status, defined as not out of service, not in repair, and temporarily ceasing loading/unloading, may be subject to removal by Board at the risk and expense of Vessel.
- (4) Repair Status - A Vessel in a repair status shall be assessed dockage at the following rates as defined in Item 418 (“SCHEDULE OF DOCKAGE RATES”):
 - (i) Days 1 through 7 and Days 46 through 52 = 100% of Column 3, Item 418
 - (ii) Days 8 through 14 and Days 53 through 59 = 80% of Column 3, Item 418
 - (iii) Days 15 through 45 and Days 60 and over = 60% of Column 3, Item 418
- (5) Lay-Up Status - A Vessel in a lay-up status, defined as out of service and not in repair status, shall be assessed dockage at the following rates as defined in Item 418 (“SCHEDULE OF DOCKAGE RATES”):
 - (i) Days 1 through 7 = 100% of Column 3, Item 418
 - (ii) Days 8 through 14 = 80% of Column 3, Item 418
 - (iii) Days 15 through 45 = 60% of Column 3, Item 418
 - (iv) Days 46 and over = 33-1/3% of Column 3, Item 418
- (6) Government Vessels and Pleasure Craft - At the discretion of the Marine Terminal Superintendent, government vessels not engaged in commerce and pleasure craft may moor to Wharves when available free of charge.

	<p>(7) Special Dockage Rate - Barge Cargoes - Terminal Lessees - Vessels assigned public berths for the purpose of conducting cargo operations involving the loading and/or discharge of either bulk or breakbulk commodities to Vessels from barges or from Vessels to barges where the cargo operations by a lessee are performed at a berth assigned under the terms of its lease shall be assessed dockage at the rate of \$0.34 per gross registered ton of the Vessel. Cargo may not be loaded from or discharged to the assigned facility while Vessel is accorded this rate, except with the prior written consent of Board. Board's consent shall be subject to such conditions as the President and Chief Executive Officer may require. Item 325 ("TERMINAL USE FEE - BARGE CARGOES - TERMINAL LESSEES") shall apply in lieu of all other Tariff charges, except in those instances here prior written consent has been granted as provided herein.</p> <p>(i) The term "gross registered tonnage" (GRT), with respect to Vessels engaged in foreign, coastwise or intercoastal trade, shall mean the tons appearing in the Certificate of Registry as the official gross tonnage of the Vessel. Such gross tonnage appearing in Lloyd's Register will be acceptable as evidence thereof. Where additional gross tonnages are assigned to certain Vessels in association with a tonnage mark on the Vessel's sides, or otherwise, the highest of all listings of gross tonnages shall be applicable in determining gross tonnage for the purpose of assessment of charges under this Tariff.</p>	\$0.34
416	INCENTIVE DOCKAGE RATE-NEW CONTAINER SERVICE	
	<p>(a) A special incentive dockage rate of \$100 per Vessel shall be assessed in lieu of the normal applicable dockage rate shown in Item 418 ("SCHEDULE OF DOCKAGE RATES") for the first twenty (20) Vessel calls for Vessels owned, operated or chartered by a single shipping line or multiple shipping lines in a joint operating agreement or alliances which have initiated a new weekly container service subject to the following conditions:</p> <p>(1) The first twenty (20) Vessel calls for which the incentive rate has been assessed may not be used to satisfy the minimum requirements for any other special dockage incentives provided for in Item 417 ("INCENTIVE DOCKAGE RATES").</p> <p>(2) After the initial twenty (20) Vessel calls for the purpose of loading and discharging container cargo to a Board Facility, the shipping line(s) may then utilize any special vessel dockage rate provided for in Item 417 ("INCENTIVE DOCKAGE RATES") for which it may otherwise qualify.</p> <p>(3) A new service for purposes of this Item is one that has not called a Board Facility during the twenty-four (24) months preceding the initial call for which this Item is applicable. A change in the rotation of ports of call of an existing service or changing/adding Vessels in an existing service does not constitute a new service.</p>	\$100.00

417	INCENTIVE DOCKAGE RATES	
	<p>(a) Vessel Calls/Cargo - A special Vessel Call/Cargo dockage rate equal to ninety (90%) percent of the normal applicable dockage rate shown in Item 418 (“SCHEDULE OF DOCKAGE RATES”) shall be assessed against Vessels utilizing assigned berths for loading and/or unloading of cargo and which satisfy the requirements set forth below. A special Vessel Call/Cargo dockage rate shall apply to all Vessels owned, operated or chartered by a shipping line, but only after sixteen (16) of the line's Vessels have called at a Board Facility and have loaded or discharged at least 300,000 Tons of cargo at a Board Facility within twelve (12) months following the date of notification as set forth below.</p> <ol style="list-style-type: none"> (1) The Vessel owner or agent shall within thirty (30) days following the departure of the Vessel provide a report in a form acceptable to Board showing the Vessel names, dates of call and tonnage of cargo handled to support that the above criteria have been met. (2) Vessel owners or their agents shall notify Board in writing of their interest in and intention to avail themselves of this provision and specify which special dockage rate they are requesting. (3) Only Vessels assigned berths for which dockage is assessed pursuant to Item 418 (“SCHEDULE OF DOCKAGE RATES”) may be utilized to satisfy the minimum requirements above. <p>(b) The special Vessel Call or special Vessel Call/Cargo rate shall apply to the shipping line’s Board-issued charges related to a Vessel call including dockage, harbor fees and port security charges incurred during the said twelve (12) month period.</p> <p>(c) A shipping line may specify the charges to which it would like the credit applied. Credits equal to the discounts earned shall be applied against dockage charges, harbor fees and port security charges assessed after the applicable minimum requirements described above have been reached. Credits shall be applied to the aforementioned charges assessed beginning with the next Vessel after the threshold requirements have been met, but not later than the end of the twelve (12) month period following the one in which they were earned, and in no event shall cash payments be made.</p>	
418	SCHEDULE OF DOCKAGE RATES	
	<p>(a) Where reference is made hereto to Item 414 (“DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE”), Item 310 (“PREFERENTIAL ASSIGNMENT”), and other provisions of this Tariff, the following schedule of dockage rates per foot of Vessel length shall apply on a twenty four (24) hour per day basis. Charges assessed pursuant to this provision shall be determined by multiplying the Vessel length overall by the applicable rate.</p>	

	VESSEL LENGTH OVER-ALL LOA in FEET	COLUMN 1 Regular Dockage	COLUMN 2 Canal Dockage	COLUMN 3 Special Dockage	
	0 - 199	\$1.90	\$0.95	\$0.81	
	200 - 299	2.12	1.58	0.91	
	300 - 399	2.63	2.29	1.12	
	400 - 499	4.10	3.28	1.74	
	500 - 599	6.01	4.52	2.50	
	600 - 699	7.39	5.49	3.08	
	700 - 799	9.06	N/A	3.85	
	800 - 899	9.28	N/A	3.89	
	900 - Over	10.01	N/A	4.20	
420	COMPUTATION OF DOCKAGE				
	Part Day Dockage Charges - Vessels shall be assessed one full day's dockage for the first day regardless of the number of hours berthed. After the first day's charges, Vessels shall be assessed fifty (50%) percent of full day dockage charges for under twelve (12) hours and one-hundred (100%) percent for over twelve (12) hours.				
422	DOCKAGE CHARGES FOR INLAND WATERCRAFT				
	<p>(a) Dockage charges shall be assessed based on the registered length at the following rates per Inland Watercraft per day.</p> <p style="margin-left: 40px;">(1) 175 ft. and under = \$56.35</p> <p style="margin-left: 40px;">(2) 176 ft. to 200 ft. = \$84.77</p> <p style="margin-left: 40px;">(3) 201 ft. to 250 ft. = \$142.09</p> <p style="margin-left: 40px;">(4) 251 ft. and over = \$169.54</p> <p>(b) Exceptions:</p> <p style="margin-left: 40px;">(1) Tugs or towboats landing tows will be exempt from dockage charges, provided they do not remain at Wharves longer than is necessary to land the tows.</p> <p style="margin-left: 40px;">(2) Harbor excursion boats shall be assessed dockage of \$210.70 per day between January 1, 2018 and December 31, 2018; \$231.77 per day between January 1, 2019 and December 31, 2019; and \$254.95 per day between January 1, 2020 and December 31, 2020.</p>				<p style="text-align: right;">\$56.35</p> <p style="text-align: right;">\$84.77</p> <p style="text-align: right;">\$142.09</p> <p style="text-align: right;">\$169.54</p> <p style="text-align: right;">\$210.70</p> <p style="text-align: right;">\$231.77</p> <p style="text-align: right;">\$254.95</p>

423	DOCKAGE CHARGES FOR INLAND WATERCRAFT - PASSENGER	
	<p>(a) Inland watercraft which carry passengers for compensation and which provide overnight accommodations shall be assessed dockage charges based on their registered length at the following rates:</p> <p style="padding-left: 40px;">(1) Between January 1, 2018, and December 31, 2018:</p> <p style="padding-left: 80px;">(i) Day 1 \$1.29 per linear foot</p> <p style="padding-left: 80px;">(ii) Day 2 125% of the Day 1 rate</p> <p style="padding-left: 80px;">(iii) Day 3 and over 150% of the Day 1 rate</p> <p style="padding-left: 40px;">(2) Between January 1, 2019 and December 31, 2019:</p> <p style="padding-left: 80px;">(i) Day 1 \$1.42 per linear foot</p> <p style="padding-left: 80px;">(ii) Day 2 125% of the Day 1 rate</p> <p style="padding-left: 80px;">(iii) Day 3 and over 150% of the Day 1 rate</p> <p style="padding-left: 40px;">(3) Between January 1, 2020 and December 31, 2020:</p> <p style="padding-left: 80px;">(i) Day 1 \$1.56 per linear foot</p> <p style="padding-left: 80px;">(ii) Day 2 125% of the Day 1 rate</p> <p style="padding-left: 80px;">(iii) Day 3 and over 150% of the Day 1 rate</p>	<p>\$1.29</p> <p>\$1.42</p> <p>\$1.56</p>
426	PAYMENT OF DOCKAGE CHARGES	
	Dockage charges assessed against a Vessel, pursuant to any provision of this Tariff, shall be payable by the said Vessel.	
428	ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT	
	<p>(a) Harbor tugs and auxiliary service craft, including heavy lift derrick barges, operating wholly within the Port of New Orleans at their option may be granted an annual license which will permit such vessels to use the public wharves without being assessed dockage, at the following annual license fees:</p> <p style="padding-left: 40px;">(1) Vessels under 250 tons - Per vessel = \$888</p> <p style="padding-left: 40px;">(2) Vessels 250 tons and over - Per vessel = \$2,661</p> <p style="padding-left: 40px;">(3) Fleet of barges and tugs operated under single ownership = \$8,869</p>	<p>\$888.00</p> <p>\$2,661.00</p> <p>\$8,869.00</p>

	<p>(b) Vessels which are granted an annual license shall nevertheless obtain permission from the Marine Terminal Superintendent in advance of berthing at any of the Board's wharves or facilities, at any time. Requests may be made by telephone, with electronic confirmation within twelve (12) hours. Such vessels shall promptly vacate such berths on order of the Marine Terminal Superintendent.</p> <p>(c) Note - All vessels handling cargo into or out of Port of New Orleans limits shall pay all applicable Tariff charges.</p>	
430	ASSIGNMENT FEE (Covered or Uncovered) (Direct Loading/Discharge)	
	<p>(a) An Assignment Fee as provided in Item 301 ("ASSIGNMENT FEE - NON-LEASED FACILITIES") shall be assessed on all cargo or freight, whether of foreign or domestic origin, including mail:</p> <ol style="list-style-type: none"> (1) Which is placed onto, transferred over or under Wharves for handling to or from Vessels; (2) Which is delivered to or received from Vessels by other watercraft; (3) When said Vessels are occupying berths or moored outside other Vessel(s) occupying a berth, or (4) When said Vessels are anchored or partially anchored or moored in any portion of the Inner Harbor-Navigation Canal. <p>(b) The Assignment Fee (Covered or Uncovered) is solely the charge assessed for the use of the wharf and does not include charges for any other service.</p> <p>(c) Note 1 - When cargo is placed on the public wharves for outbound movement and is not subsequently loaded aboard a Vessel, but is removed from the Wharves, the applicable assignment fee shall be assessed.</p> <p>(d) Note 2 - "Cargo" shall include liquid cargoes handled through Board-owned pipelines.</p> <p>(e) <u>Exceptions - Assignment Fee shall not apply to:</u></p> <ol style="list-style-type: none"> (1) Ship's stores and fuel intended for a Vessel's own use, or (2) Restowed cargo discharged and subsequently reloaded aboard the same Vessel. 	
431	DOCKAGE CHARGES FOR PASSENGER VESSELS WITH PASSENGERS ON BOARD AFTER 24 HOURS	
	<p>(a) Passenger Vessels engaged in foreign, coastwise or intercoastal trade or Inland Watercraft passenger Vessels assigned public berths for periods in excess of twenty-four (24) hours with passengers on board shall be assessed the following charges per day or fraction thereof beginning on Day 2.</p>	

	<p>(b) Ocean-Going Passenger Vessels - \$15.00 per passenger plus dockage as set forth in Section 418 per day between January 1, 2018 and December 31, 2018; \$16.50 per passenger plus dockage as set forth in Section 418 per day between January 1, 2019 and December 31, 2019; and \$18.15 per passenger plus dockage as set forth in Section 418 per day between January 1, 2020 and December 31, 2020.</p> <p>(c) Inland Watercraft - Passenger - \$6.00 per passenger plus dockage as set forth in Section 423 per day between January 1, 2018 and December 31, 2018; \$6.60 per passenger plus dockage as set forth in Section 423 per day between January 1, 2019 and December 31, 2019; and \$7.26 per passenger plus dockage as set forth in Section 423 per day between January 1, 2020 and December 31, 2020.</p> <p>(d) <u>Passenger counts shall be determined utilizing Vessel's actual passenger manifest.</u></p> <p>(e) Beginning on Day 3 the charges provided herein for Ocean-Going vessels or Inland Watercraft shall be calculated using either the Vessel passenger manifest or 50% of the actual passenger capacity, which ever results in the greater charge.</p>	<p>\$15.00 \$16.50 \$18.15</p> <p>\$6.00 \$6.60 \$7.26</p>
433	SPECIAL CHARGE TRANSSHIPPED CARGO	
	Item intentionally deleted.	
438	PASSENGER WHARFAGE CHARGES	
	<p>(a) <u>Vessels Engaged in Foreign, Coastwise or Intercoastal Trade</u> - Each passenger carried for compensation by Vessels engaged in foreign, coastwise or intercoastal trade shall be assessed the following passenger wharfage charge:</p> <p>(1) Between January 1, 2018 and December 31, 2018:</p> <p>(i) Each passenger <u>embarking on</u> a round-trip <u>voyage originating from New Orleans</u> = \$7.50</p> <p>(ii) Each passenger <u>debarking on</u> a round-trip <u>voyage originating from New Orleans</u> = \$7.50</p> <p>(iii) Each passenger <u>embarking or debarking and not on a round-trip voyage originating from New Orleans</u> = \$15.00</p> <p>(iv) Each passenger in transit (<u>port call</u>) = \$10.50</p> <p>(v) <u>Inland Watercraft</u> - Passengers carried for compensation by Inland Watercraft, operating overnight into and out of the port limits, shall be assessed one passenger wharfage <u>charge</u> of \$6.00 for each one-way or round-trip passage ticket.</p>	<p>\$7.50 \$7.50 \$15.00 \$10.50 \$6.00</p>

	<p>(2) Between January 1, 2019 and December 31, 2019:</p> <ul style="list-style-type: none"> (i) Each passenger <u>embarking on</u> a round-trip <u>voyage originating from New Orleans</u> = \$8.25 (ii) Each passenger <u>debarking on</u> a round-trip <u>voyage originating from New Orleans</u> = \$8.25 (iii) Each passenger <u>embarking or debarking and not on a round-trip voyage originating from New Orleans</u> = \$16.50 (iv) Each passenger in transit (<u>port call</u>) = \$11.55 (v) <u>Inland Watercraft</u> - Passengers carried for compensation by Inland Watercraft, operating overnight into and out of the port limits, shall be assessed one passenger wharfage <u>charge</u> of \$6.60 for each one-way or round-trip passage ticket. <p>(3) Effective January 1, 2020:</p> <ul style="list-style-type: none"> (i) Each passenger <u>embarking on</u> a round-trip <u>voyage originating from New Orleans</u> = \$9.08 (ii) Each passenger <u>debarking on</u> a round-trip <u>voyage originating from New Orleans</u> = \$9.08 (iii) Each passenger <u>embarking or debarking and not on a round-trip voyage originating from New Orleans</u> = \$18.15 (iv) Each passenger in transit (<u>port call</u>) = \$12.71 (v) <u>Inland Watercraft</u> - Passengers carried for compensation by Inland Watercraft, operating overnight into and out of the port limits, shall be assessed one passenger wharfage <u>charge</u> of \$7.26 for each one-way or round-trip passage ticket. 	<p>\$8.25</p> <p>\$8.25</p> <p>\$16.50</p> <p>\$11.55</p> <p>\$6.60</p> <p>\$9.08</p> <p>\$9.08</p> <p>\$18.15</p> <p>\$12.71</p> <p>\$7.26</p>
440	COLLECTION AND PAYMENT OF ASSIGNMENT FEES OR PASSENGER WHARFAGE	
	<p>(a) The Assignment Fee as set forth in Item 301 (“ASSIGNMENT FEE - NON-LEASED FACILITIES”) is due by the owners of the commodities occupying covered or uncovered space on unleased Board Facilities or of commodities which are loaded or discharged at a Board Facility. Passenger wharfage is due by the passengers carried on Vessels for compensation. The collection and payment of same must be guaranteed by the Vessels and the use of a public wharf or wharves shall be deemed an acceptance and acknowledgment of this guarantee.</p> <p>(b) The compensation to the Vessel for the collection of charges shall not apply to those fees assessed pursuant to Item 301 (“ASSIGNMENT FEE - NON-LEASED FACILITIES”) or Item 438 (“PASSENGER WHARFAGE CHARGES”).</p>	

	<p>(c) Within ten (10) working days after the completion of all Vessel operations, the Vessel shall render to Board certified manifests in either printed or electronic form, bills of lading or documentation approved in advance by the President and Chief Executive Officer, showing the weight and description of all cargo discharged or loaded by said Vessel in the Port of New Orleans, together with such other information prescribed in forms furnished by Board for the purposes of computation and assessment of its Tariff charges and maintaining Port records. Manifests in electronic form shall comply with the United States Customs Automated Commercial System or Board's automated Salesforce system or any successor system put in place by Board.</p> <p>(d) Cargo fees and charges shall be assessed on the basis of manifest weights, except as otherwise provided.</p> <p>(e) Within ten (10) working days following the departure of a Vessel carrying passengers for hire, such Vessel shall submit to Board certified manifests listing all such passengers so embarking and debarking.</p> <p style="padding-left: 40px;">(1) A penalty of \$114 per day, not to exceed \$1,140, shall be assessed against said Vessels should they fail to render the cargo documentation in the form and within the period provided herein.</p>	\$114.00
442	FREE TIME FOR INBOUND CARGO	
	Item intentionally deleted.	
444	INBOUND DEMURRAGE CHARGES	
	Item intentionally deleted.	
446	REMOVAL OF SHUT-OUT CARGO	
	Item intentionally deleted.	
448	SHUT-OUT CARGO DEMURRAGE CHARGES	
	Item intentionally deleted.	

451	WATERBORNE GAMING VESSELS	
	Item intentionally deleted.	
SERVICE AND EQUIPMENT CHARGES		
ITEM	TITLE	RATE
500	VESSEL WATER SERVICE CHARGES	
	Potable water will be furnished to Vessels berthed at a Board Facility only from approved ship service watering points on application to the Marine Terminal Superintendent and on entering into a written contract obligating said applicant for the payment of all water charges. The applicant may be required to post in advance a certified or cashier's check in an amount equal to the estimated cost of furnishing such service.	
502	FACILITY WATER SERVICE CONTRACTS	
	Grantees and Assignees of Board Facilities located on the left descending bank of the Mississippi River in the Parish of Orleans shall, as a condition of such grant, enter into a written contract obligating Grantee and/or Assignee for the payment of all charges associated with the water service provided.	
504	FACILITY WATER SERVICE CHARGES	
	Vessels assigned to Board Facilities located on the left descending bank of the Mississippi River in the Parish of Orleans, on which no First Call on Berth Privilege or Preferential Assignment Agreement is in effect, shall be assessed a facility water service charge of \$363 to assist in defraying the expense of providing water service and the maintenance of the water distribution system. Such charge shall be in addition to any other charge assessed pursuant to any applicable provision of this Tariff.	\$363.00

506	SPECIAL SERVICE CHARGES FOR THIRD PERSONS AND VESSELS EXEMPT FROM HARBOR FEE	
	<p>If Board should render services, including, but not limited to, policing the river and riverfront, operating tug(s) to aid Vessels in distress, and extinguishing fires, to a Vessel which is exempt from the payment of harbor fees, or to protect wharves, buildings, or other property of third persons, such services (including labor, materials, supplies and equipment) shall be charged to the Vessel or the property owner. These services are entirely voluntary, and nothing herein shall be construed as obligating Board to render such services or as making it liable for the failure or refusal to render such services.</p>	
508	SPECIAL SUPPLY CHARGES FOR VESSELS PAYING HARBOR FEE	
	<p>If Board should render services, including, but not limited to, these services enumerated in Item 506 (“SPECIAL SERVICE CHARGES FOR THIRD PERSONS AND VESSELS EXEMPT FROM HARBOR FEE”) to a Vessel not assessed a harbor fee under Item 400 (“HARBOR FEE”), such Vessel shall be assessed a charge in addition to the harbor fee for the cost of supplies, materials and equipment utilized for such services.</p>	
512	BOARD'S CONTAINER CRANES AT THE NAPOLEON/NASHVILLE AVENUE CONTAINER TERMINAL	
	<p>(a) The Port of New Orleans’ container cranes at the Napoleon/Nashville Avenue Container Terminal are the property of Board and will be made available at a charge to the owners, charterers, and agents, which may include the stevedore, of any Vessel which has been assigned to those berths in accordance with Item 300 (“APPLICATION FOR BERTH”) for the loading and/or unloading of 20', 40' and 45' containers or breakbulk cargo.</p> <p>(b) Vessel or stevedore desiring to rent and use Board’s container crane(s) shall make a written application no later than twelve (12) hours prior to the desired start-up time. Application shall be made directly to Board in a form acceptable to Board. The signed application form, when approved by a representative of Board, shall constitute a contract, subject to the rates, rules, regulations, and permissions contained in this Item, this Tariff and Board Ordinances, between Board and the Vessel jointly, severally and in solido with her owners, charterers, and agents, which may include the stevedore.</p> <p>Contact: Board of Commissioners of the Port of New Orleans - Crane Department 1350 Port of New Orleans Place New Orleans, LA 70160 Telephone: (504) 231-5692 (504) 236-8663 (504) 528-3438 FAX: (504) 899-8766 Email : Andre.Johnson@portnola.com Jason.Gervais@portnola.com</p>	

	<p>(c) Board has developed a procedure for the priority of assignment of the container cranes. This procedure has been attached to the lease agreement between Board and the lessees of the Napoleon/Nashville Avenue Container Terminal. The assignment of the container cranes to lessees of the Napoleon/Nashville Avenue Container Terminal shall be made in accordance with this procedure. In the event the container crane is assigned to a non-lessee of the Napoleon/Nashville Avenue Container Terminal, a copy of the crane assignment procedure is available from Board's Marine Terminal Superintendent. Should a conflict arise in the assignment of a crane(s), Board in its discretion shall make the final determination.</p> <p>(d) The rental rate for the use of the container cranes shall be at the rate of \$626 per hour.</p> <p>(1) There shall be a minimum charge of two hours' rental for the servicing of ships and a one-hour rental for the servicing of barges.</p> <p>(2) Crane stand-by time is defined as the time between desired start-up time and the time the crane is actually put to use for cargo operations and shall be assessed at the rate of \$156 per hour. To maximize labor efficiency crane stand-by time may also be charged if a crane is dismissed earlier than originally planned for one work shift and then re-ordered back later for the start of another work shift without the submittal of new crane orders and the required twelve (12) hour advance notice.</p> <p>(3) Crane time shall be computed from the time a crane is ordered to be available (desired start-up time) until such time as the crane is dismissed and secured.</p> <p>(4) No charge shall be made for the time a crane is inoperable because of mechanical malfunction not attributable to Vessel's stevedores or its crane operators, inclement weather, or non-working meal hours. All episodes of crane downtime attributable to mechanical malfunction of five (5) minutes or longer duration shall be tracked by Board container crane personnel. At the conclusion of Vessel operations, the episodes of crane downtime will be totaled. This cumulative total will be noted on the crane activity log which will be presented by Board's container crane personnel to the stevedore for acknowledgment at the conclusion of Vessel operations. This cumulative amount of downtime minutes will then be rounded up or down to the nearest six-minute increment by Board's billing department for invoicing purposes.</p> <p>(5) The rental charge for the container cranes includes the service of Board's crane maintenance crew.</p> <p>(6) On containers other than 20', 40' and 45', rental charges shall be established in advance by special arrangements with Board.</p> <p>(7) A Vessel's, (which will include her stevedores) cancelling of a crane use application within six (6) hours of desired start-up time shall be assessed one-hour of crane rental.</p> <p>(8) Board's crane maintenance crew will cease all crane activities should sustained winds reach forty (40) miles per hour.</p> <p>(e) A Vessel, including her stevedores, shall operate the crane(s) with qualified crane operators trained and certified or approved by Board.</p>	<p>\$626.00</p> <p>\$156.00</p>
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	<p>(f) A Vessel, which will include the Vessel's stevedores, hereby assume jointly, severally and in solido, liability for any claims, losses, costs or expenses occurring or resulting from the operation of the container crane(s) and shall defend, save harmless, and indemnify Board from and against any and all such claims for property damage and personal injury, including death, excluding any such claims resulting from the negligent act or omission of Board, or from any structural failure of said crane(s) not occasioned by an act or omission on the part of the party operating the crane(s). The duty to defend is a separate and distinct obligation herein and, on the filing of any action, claim, suit or proceeding of any nature or kind against Board shall at their cost defend Board from and against any and all of the foregoing actions, claims, or suits of whatever nature or kind, directly or indirectly caused by, resulting from, or growing out of the parties' actions or inactions, their use of the cranes or the performance of their obligations under this Tariff, whether or not there is insurance coverage for the actions, claims or suits.</p> <p>(g) A Vessel, which may include the Vessel's stevedores, shall be responsible for furnishing to Board evidence of liability insurance coverage, including, but not limited to, workers' compensation, comprehensive general liability, and such other insurances, in such form and with minimum limits as the Board's President and Chief Executive Officer may require.</p> <p>(h) Invoices for the rental and use of Board's container crane(s) shall be issued and the proceeds from such invoices collected by Board. The Vessel, which may include the Vessel's stevedores, agrees to guarantee and pay all said charges within thirty (30) days of the billing date. A penalty of .05 percent per day, or equal to approximately eighteen (18%) percent per year, simple interest, shall be assessed on the balance due on invoices more than thirty (30) days old, and the amount of such penalty shall be added to the amount due each month until the amount of arrearage is paid.</p>	
LOADING AND UNLOADING		
600	DEFINITION - LOADING & UNLOADING	
	Item intentionally deleted.	
602	OBLIGATION OF ASSIGNEE OF THE BERTH – EXCEPTIONS	
	<p>(a) Except as otherwise provided herein, the Assignee of a berth or its designee shall have the full privilege, right and obligation to perform, or have performed for his account, all loading or unloading services as set forth in this Tariff.</p> <p>(b) The cargo owner may choose to load or unload his cargo with his own employees. However, should he elect to do so, he shall furnish to Board evidence of insurance coverage including, but not limited to, workers' compensation, comprehensive general</p>	

	liability, and such other insurance in such form and with such minimum limits as the President and Chief Executive Officer may require. Failure to obtain and submit evidence of such insurance coverages as required shall constitute cause for denying the use of the Board's Facilities.	
604	DESIGNATION OF LICENSED INDEPENDENT LIFT OPERATOR	
	Item intentionally deleted.	
606	PERSONS PERFORMING CARGO LOADING AND UNLOADING – RESPONSIBILITY	
	Any person who performs loading and unloading services shall perform such services in accordance with and be subject to all of the rules and regulations set forth in this Tariff.	
608	APPLICATION OF LOADING/UNLOADING CHARGES	
	Item intentionally deleted.	
610	APPLICATION OF LOADING/UNLOADING CHARGES ON PALLETIZED AND NON-PALLETIZED SHIPMENTS	
	Item intentionally deleted.	
612	BILLING FOR SERVICES	
	Item intentionally deleted.	

614	PAYMENT FOR SERVICES	
	Item intentionally deleted.	
616	SCHEDULING AND PLACEMENT OF RAILCARS AND TRUCKS	
	Item intentionally deleted.	
620	COMPLIANCE WITH LAWS, REGULATIONS, ETC.	
	Vessel, Grantee and/or Assignee shall be responsible for compliance with all applicable laws, regulations, rules and ordinances of federal, state and local authorities.	
622	DESIGNATION OF MARINE TERMINAL OPERATOR TO INSPECT AND REPORT LOSS, DAMAGE AND SHORTAGE OF SHIPMENTS ON IMPORT OR OTHER INBOUND CARGO	
	Item intentionally deleted.	
624	RESPONSIBILITY OF ASSIGNEE FOR RAILCAR DEMURRAGE AT ASSIGNED BERTH	
	Item intentionally deleted.	
626	PALLETIZED/UNITIZED/SKIDDED CARGO	
	Item intentionally deleted.	

628	NON-PALETIZED, NON-UNITIZED CARGO	
	Item intentionally deleted.	
630	DAMAGED GOODS	
	Item intentionally deleted.	
632	HEAVY LIFTS	
	Item intentionally deleted.	
634	HANDLING DAMAGE FREE EQUIPMENT	
	Item intentionally deleted.	
636	CHARGES FOR SPECIAL CONSTRUCTION, BRACING AND STAKING	
	Item intentionally deleted.	
638	SPECIAL HANDLING EQUIPMENT CHARGES	
	Item intentionally deleted.	
640	SPECIAL SERVICES	
	Item intentionally deleted.	

642	CHARGES FOR SEGREGATION OF CARGO	
	Item intentionally deleted.	
SECURITY CHARGES		
ITEM	TITLE	RATE
700	MARITIME SECURITY	
	<p>Maritime Transportation Security Act of 2002</p> <p>Board is acutely aware of the potential threat to the facilities and the movement of cargo posed by terrorists. The impact of a disruption or a slowdown in the flow of cargo as a result of terrorist action would in all likelihood severely affect the businesses and citizens of this region and the nation. The security fees imposed in Section VII will assist Board in defraying the expense of the administration and maintenance of security systems and certain capital and operating expenses incurred by Board.</p>	
701	APPLICABILITY AND PAYMENT OF SECURITY FEES	
	<p>The fees and charges contained in this section shall be applicable to all Vessels which call at either a Board Facility and which have filed an Application for Berth in accordance with items in Section III of this Tariff, are subject to charges contained in items within Section IV of this Tariff, or berth at a leased facility where dockage and/or wharfage charges have been otherwise waived by agreement. The fees and charges contained in this section shall also be applicable to all cargo which is handled in a manner as described in Item 430 (“ASSIGNMENT FEE (Covered or Uncovered) (Direct Loading/Discharge)”) at leased or non-leased Board Facilities, or in the case of passengers as described in Item 438 (“PASSENGER WHARFAGE CHARGES”). Failure by the responsible party to pay the charges assessed in this section may in the sole judgment of Board be grounds for denial of a berth in the future.</p>	

702	VESSEL SECURITY FEE																
	<p>(a) Vessels assessed dockage charges in accordance with Item 414 (“DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE”), Item 422 (“DOCKAGE CHARGES FOR INLAND WATERCRAFT”), Item 423 (“DOCKAGE CHARGES FOR INLAND WATERCRAFT – PASSENGER”), or Item 431 (“DOCKAGE CHARGES FOR PASSENGER VESSELS WITH PASSENGERS ON BOARD AFTER 24 HOURS”) shall be subject to an additional charge equal to 7.95% (seven and ninety-five percent) of the total invoiced amount of such dockage charges.</p>	7.95%															
	<p>(b) Vessels which are either exempt from dockage charges by virtue of the provisions of a lease agreement with Board or which are entitled to incentive or other reduced dockage rates as provided in this Tariff shall nevertheless be assessed and shall pay a Vessel security fee equal to 7.95% (seven and ninety-five percent) of the appropriate dockage fee calculated without regard to any waiver or alternate pricing arrangement.</p>	7.95%															
	<p>(c) Vessels assessed a Harbor Fee or Supplemental Harbor Fee in accordance with Item 400 (“HARBOR FEE”) or Item 402 (“SUPPLEMENTAL HARBOR FEE”) shall be subject to a vessel security charge equal to 7.95% (seven and ninety-five percent) of the total invoiced amount of such Harbor Fee or Supplemental Harbor Fee. Payment of the Vessel Security Fee as provided herein shall be in accordance with Item 426 (“PAYMENT OF DOCKAGE CHARGES”).</p>	7.95%															
704	CARGO SECURITY FEE																
	<p>(a) A cargo security fee based on the following schedule shall be assessed on all cargo or freight as provided and as described in Item 430 (“ASSIGNMENT FEE (Covered or Uncovered) (Direct Loading/Discharge)”) at leased or non-leased Board Facilities:</p> <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">Breakbulk</td> <td style="padding-right: 20px;">\$0.17/Ton</td> <td style="text-align: right;">\$0.17</td> </tr> <tr> <td>Bulk</td> <td>\$0.04/Ton</td> <td style="text-align: right;">\$0.04</td> </tr> <tr> <td>Liquid bulk</td> <td>\$0.04/Ton</td> <td style="text-align: right;">\$0.04</td> </tr> <tr> <td>Cargo Containers</td> <td>\$3.42/loaded</td> <td style="text-align: right;">\$3.42</td> </tr> <tr> <td>Rail Cars</td> <td>\$3.42/loaded or empty</td> <td style="text-align: right;">\$3.42</td> </tr> </table> <p>(b) Exception - The charges assessed herein shall not apply to the activities described in Item 325 (“TERMINAL USE FEE - BARGE CARGOES - TERMINAL LESSEES”).</p>	Breakbulk	\$0.17/Ton	\$0.17	Bulk	\$0.04/Ton	\$0.04	Liquid bulk	\$0.04/Ton	\$0.04	Cargo Containers	\$3.42/loaded	\$3.42	Rail Cars	\$3.42/loaded or empty	\$3.42	
Breakbulk	\$0.17/Ton	\$0.17															
Bulk	\$0.04/Ton	\$0.04															
Liquid bulk	\$0.04/Ton	\$0.04															
Cargo Containers	\$3.42/loaded	\$3.42															
Rail Cars	\$3.42/loaded or empty	\$3.42															
706	PASSENGER SECURITY FEE																
	<p>(a) Passengers carried for compensation by Vessels in foreign, coastwise or intercoastal trade or on Inland Watercraft shall be assessed in addition to any other charge a</p>																

	<p>passenger security fee of \$1.06. The charge shall be assessed on passengers on one way or round trip voyages or on passengers in transit. The exceptions noted in Item 438 (“PASSENGER WHARFAGE CHARGES”) shall apply.</p>	\$1.06
	<p>(b) Passengers carried for compensation by Vessels on Inland Watercraft shall be assessed in addition to any other charge a passenger security fee of \$0.30. The charge shall be assessed on passengers on one way or round trip voyages or on passengers in transit. The exceptions noted in Item 438 (“PASSENGER WHARFAGE CHARGES”) shall apply.</p>	\$0.30
708	COLLECTION OF FEES	
	<p>(a) Vessels assigned the use of Board Facilities in accordance with Item 300 (“APPLICATION FOR BERTH”) shall be liable for and shall collect and pay to Board the security fees as provided in this section and the provisions of Item 212 (“PAYMENT OF CHARGES”) shall apply. The provisions of Item 440 (“COLLECTION AND PAYMENT OF ASSIGNMENT FEES OR PASSENGER WHARFAGE”) shall also apply.</p> <p>(b) Lessees of Board Facilities shall collect and pay to Board the applicable fees set out in Item 704 (“CARGO SECURITY FEE”) or Item 706 (“PASSENGER SECURITY FEE”) in a manner as provided in their respective lease agreements.</p> <p>(c) The fees provided for in this section shall be individually itemized as "Port of New Orleans Security Fees" on invoices submitted for payment to the responsible party.</p>	