

**BOARD OF COMMISSIONERS  
OF THE  
PORT OF NEW ORLEANS**

**FMC Tariff No. 2**

**Effective Date: January 1, 2025**

## GENERAL FACILITY INFORMATION

### **Alabo Street Wharf**

Sunrise Foods International, Inc.  
1 Alabo Street  
New Orleans, Louisiana 70117  
Telephone: (306) 657-5992

### **First Street Wharf**

QSL America, Inc.  
2300 Clarence Henry Truckway  
New Orleans, Louisiana 70115  
Telephone: (504) 896-9162

### **France Road Berth 1**

2701 France Road  
New Orleans, Louisiana 70126

### **Harmony and Seventh Streets Wharves**

QSL America, Inc.  
3500 Terminal Drive  
New Orleans, Louisiana 70115  
Telephone: (504) 896-9162

### **Henry Clay Avenue Wharf**

New Orleans Cold Storage & Warehouse Co., Ltd.  
6300 Terminal Drive  
New Orleans, Louisiana 70115  
Telephone: (504) 891-6769

### **Hines Lane/Merrill Street Wharf**

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

### **Jackson Avenue Terminal**

415 Jackson Avenue  
New Orleans, Louisiana 70130

### **Jourdan Road Terminal**

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

### **Louisiana Avenue Wharf**

Ports America Louisiana, LLC  
3500 Terminal Drive  
New Orleans, Louisiana 70115  
Telephone: (504) 894-6300

## GENERAL FACILITY INFORMATION

### **Milan Street Wharf**

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

### **Morrison Road Wharf**

7300 Jourdan Road  
New Orleans, Louisiana 70126

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

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

### **Napoleon Avenue Container Terminal**

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

Ports America Louisiana, LLC  
5901 Terminal Drive  
New Orleans, Louisiana 70115  
Telephone: (504) 894-6300

### **Perry Street Wharf**

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

### **Poland Avenue Wharf**

1 Poland Avenue Wharf  
New Orleans, Louisiana 70117

### **Powder Street Wharf**

434 Powder Street  
New Orleans, Louisiana 70114

### **T-Dock at Jourdan Road**

6000 Jourdan Road  
New Orleans, Louisiana 70126

### **Violet Berths**

6500 East St. Bernard Highway  
Violet, Louisiana 70092

## CRUISE FACILITY INFORMATION

**Bienville Street Wharf**

1 Bienville Street  
New Orleans, Louisiana 70130

**Erato Street Terminal**

1100 Port of New Orleans Place  
New Orleans, Louisiana 70130

**Julia Street Terminal**

990 Port of New Orleans Place  
New Orleans, Louisiana 70130

**Orange Street Wharf**

1 Orange Street Wharf  
New Orleans, Louisiana 70130

**Poydras Street Wharf**

700 Port of New Orleans Place  
New Orleans, Louisiana 70130

**Robin Street Wharf**

1380 Port of New Orleans Place  
New Orleans, Louisiana 70130

**Thalia Street Wharf**

1350 Port of New Orleans Place  
New Orleans, Louisiana 70130

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<b>GENERAL INFORMATION AND DEFINITIONS</b>		
<b>ITEM</b>	<b>TITLE</b>	<b>RATE</b>
<b>100</b>	<b>PORT LIMITS</b>	
	The port limits are coextensive throughout the parishes of Orleans, Jefferson, and St. Bernard (Mile 81.2 to Mile 114.9 AHP).	
<b>102</b>	<b>HOLIDAYS</b>	
	<p>Legal holidays, as used in this Tariff, shall consist of the following days:</p> <p>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)            Juneteenth Day (Third Saturday in June)            Independence Day (July 4)            Labor Day (First Monday in September)            General Election Day (second Tuesday in November, each even year)            Veterans' Day (November 11)            Thanksgiving Day (Fourth Thursday in November)            Christmas Day (December 25)</p> <p><b>Note:</b> Legal holidays will also include holidays as declared by the Governor of Louisiana. When the above holidays fall on a Saturday, the holiday is observed on the Friday before. When the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.</p>	
<b>104</b>	<b>GENERAL CONTACT INFORMATION</b>	
	<p style="text-align: center;"><b>Cranes Department</b></p> <p>Phone: (504) 528-3438                      Email: <a href="mailto:Crane.Orders@portnola.com">Crane.Orders@portnola.com</a></p> <p style="text-align: center;"><b>Cruise Department</b></p> <p>Phone: (504) 528-3216                      Email: <a href="mailto:Cruise.Docks@portnola.com">Cruise.Docks@portnola.com</a></p> <p style="text-align: center;"><b>Docks Department/Marine Terminal Superintendent</b></p> <p>Phone: (504) 528-3216                      Email: <a href="mailto:Docks@portnola.com">Docks@portnola.com</a>            (504) 528-3218</p>	



	<b>Facilities Department</b>  Phone: (504) 528-3500                      Email: <a href="mailto:Water.Service@portnola.com">Water.Service@portnola.com</a>  <b>Harbor Police Department</b>  Phone: (504) 891-7585                      Email: <a href="mailto:HPD@portnola.com">HPD@portnola.com</a>	
<b>106</b>	<b>ANCHORAGE</b>	
	<p>(a) The General Anchorage for the Port of New Orleans is shown on U.S. Coast &amp; 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 descending bank, .7 mile long and 800 feet wide, extending from Mile 90.9 to Mile 91.6 above Head of Passes.</p> <p style="padding-left: 40px;">(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>	
<b>110</b>	<b>GULF SEAPORTS MARINE TERMINAL CONFERENCE</b>	
	<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 style="padding-left: 40px;">Board of Commissioners of Lake Charles Harbor and Terminal District          Greater Baton Rouge Port Commission          Orange County Navigation and Port District, Orange, TX</p>	

	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	
112	<b>SEAMEN'S CENTERS</b>	
	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.	
114	<b>DEFINITIONS</b>	
	<p><b><u>Agent or Vessel Agent</u></b> – The party who submits the “Application for Berth”.</p> <p><b><u>Application for Berth</u></b> – Document provided by Marine Terminal Superintendent, as detailed in Item 300 (“APPLICATION FOR BERTH”), which is required before a berth is granted.</p> <p><b><u>Arrival at Berth</u></b> – The time when the Vessel arrives alongside the wharf with two lines made fast.</p> <p><b><u>Assignee</u></b> – An assignee of a berth at a Board Facility.</p> <p><b><u>Board</u></b> – The Board of Commissioners of the Port of New Orleans.</p> <p><b><u>Board Facility</u></b> – Any wharf, dock, terminal, facility or marshalling yard that is Board- owned or leased by Board.</p> <p><b><u>Board Ordinance</u></b> – Ordinances issued by the Board, available on request to the Harbor Police Department.</p> <p><b><u>Departure from Berth</u></b> – The time the last line is let go.</p> <p><b><u>Grantee</u></b> – Recipient of a First Call on Berth Privilege, as defined in Item 308</p>	

	<p>(“FIRST CALL ON BERTH PRIVILEGE”), or a Preferential Assignment, as defined in Item 310 (“PREFERENTIALASSIGNMENT”).</p> <p><b><u>Inland Watercraft</u></b> – All Vessels, private and public, operated exclusively on the United States inland waterways.</p> <p><b><u>Marine Terminal Superintendent</u></b> – Board manager and contact person regarding this Tariff.</p> <p><b><u>Ocean-Going Vessel</u></b> – All Vessels other than Inland Watercraft.</p> <p><b><u>Tariff</u></b> – The Board’s Federal Maritime Tariff, FMC T-No. 2.</p> <p><b><u>Ton</u></b> – A short ton of 2,000 pounds unless otherwise indicated.</p> <p><b><u>Vessels Engaged in Foreign, Coastwise or Intercoastal Trade</u></b> – All Ocean-Going 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><b><u>Vessel</u></b> – 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><b><u>Vessel Operations</u></b> – The loading and/or discharging of cargo from or to a Vessel.</p> <p><b><u>Wharf</u></b> – Any public wharf, dock, berth, landing, pier, mooring facility, barge fleet mooring facility or other structure and the warehouses, sheds or buildings thereon that are owned, operated, or administered by the Board.</p> <p><b><u>Written Notice</u></b> – 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  <a href="mailto:Docks@portnola.com">Docks@portnola.com</a></p>	
116	<b>CORRECTION ABBREVIATIONS</b>	
	<p>FMC -- Federal Maritime Commission</p> <p>\$-- US dollar</p> <p>% -- Percent</p> <p>GRT -- Gross Registered Ton</p> <p>LOA -- Length overall. More specifically, the horizontal distance between the forward-most and after-most points on the hull.</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.	
<b>118</b>	<b>LIABILITY OF BOARD</b>	
	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.	
<b>119</b>	<b>RIGHT TO ESTABLISH AND REQUIRE SUPPLEMENTAL CONTRACTS</b>	
	The Board reserves the right to require supplemental or separate contracts. The Board's President and Chief Executive Officer reserves the right to execute supplemental or separate contracts – including lease agreements with tenants - outside of this Tariff, which are subject to the Federal Maritime Commission Rules, Regulations, and administrative rulings. Such contracts shall be consistent with the provisions of this Tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this Tariff.	

<b>GENERAL RULES AND REGULATIONS</b>		
<b>ITEM</b>	<b>TITLE</b>	<b>RATE</b>
<b>200</b>	<b>CONSENT TO THE TARIFF</b>	
	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.	
<b>202</b>	<b>INTERPRETATION OF TARIFF</b>	
	The Board shall be the sole judge as to the interpretation of this Tariff.	
<b>204</b>	<b>PROHIBITED ACTIVITIES</b>	
	<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 \$608 and/or six months imprisonment in the discretion of the court.</p> <ol style="list-style-type: none"> <li>(1) Smoking on or in a Board Facility and the approaches within fifty (50) feet of the Board Facility, except specially designated areas.</li> <li>(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.</li> <li>(3) The obstruction of any firefighting appliance or apparatus on or in any Wharf or roadway of a Board Facility.</li> <li>(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.</li> <li>(5) Dumping of oil, oily wastes, 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.</li> <li>(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.</li> <li>(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 \$126 daily charge, commencing twenty-four (24) hours after</li> </ol>	<p style="text-align: center;">\$608.00</p> <p style="text-align: center;">\$126.00</p>

	<p>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> <p>(10) No construction, improvement, maintenance and/or repair of any kind is allowed on the facilities or property under the jurisdiction of the Board by any Vessels, Grantees, Assignee, invitees, or other users of the facilities or property ("Permittee Group") without a permit or other prior written approval from Board. In the case of such a failure to obtain a Board permit and/or prior written authorization, Board may assess a fine of \$213 per day until such written approval and/or permit is obtained in addition to any other remedies available to it whatsoever. The terms of a Board permit and/or written authorization are binding on any member of the Permittee Group once issued, regardless of acceptance by any member of the Permittee Group. Notwithstanding the aforementioned, in any event, the commencement of any construction, improvement, maintenance and/or repair of any kind pursuant to a permit and/or other written authorization shall constitute acknowledgment and acceptance of the Board's terms and conditions.</p>	<p>\$213.00</p>
<p><b>206</b></p>	<p><b>FIRE SIGNAL</b></p>	
	<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>	

<b>208</b>	<b>CLEANING OF WHARF</b>	
	<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) hours' notice to Vessel, Grantee and/or Assignee, either to contract with private contractors to clean 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> <p style="padding-left: 40px;">(1) Minimum charge (for up to four hours) = \$3,602</p> <p style="padding-left: 40px;">(2) Each hour in excess of four (4) hour minimum = \$901 per hour</p> <p style="padding-left: 40px;">(3) Disposal costs:      minimum \$300                                          exceeding \$300 = Actual Cost</p> <p style="padding-left: 40px;">(4) Extraordinary additional labor or equipment = Actual Cost</p>	<p>\$3,602.00</p> <p>\$901.00</p>
<b>210</b>	<b>MINIMUM INSURANCE REQUIREMENTS FOR FIRST CALL ON BERTH PRIVILEGE</b>	
	<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, commercial 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>	
<b>211</b>	<b>MINIMUM INSURANCE REQUIREMENTS FOR EXCURSION VESSELS</b>	
	<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 commercial general liability, protection &amp; indemnity, hull &amp; machinery, workers' compensation, and commercial automobile 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>	

<b>212</b>	<b>PAYMENT OF CHARGES</b>	
	<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 at the rate of five-hundredths percent (0.05%) per day, or the equivalent of eighteen and twenty-five hundredths of a percent (18.25%) 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. The Board reserves the right to charge an administrative fee associated with any request for invoice modification or reassignment in the amount of \$50 per invoice.</p>	\$50.00
<b>214</b>	<b>DAMAGE TO BOARD PROPERTY</b>	
	<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</p>	



	<p>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>	
<b>216</b>	<b>BOARD HELD HARMLESS</b>	
	<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 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 that may arise out of its own negligence.</p>	
<b>218</b>	<b>RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO</b>	
	<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,</p>	

	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.	
<b>219</b>	<b>SUBSTANCE ABUSE POLICY</b>	
	<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 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.</p>	
<b>220</b>	<b>RESPONSIBILITY FOR RAILROAD CLEARANCE</b>	
	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 minimum railroad clearance requirements for switching. Furthermore, each Vessel, Grantee and/or Assignee shall be responsible and solidarily, severally, and jointly liable for accommodating high and wide loads which may have greater clearance requirements for switching than the minimum clearance requirements contained in the immediately preceding sentence.	
<b>222</b>	<b>MOVING VESSELS TO PROTECT PROPERTY OR TO FACILITATE NAVIGATION OR COMMERCE</b>	
	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	

	<p>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.</p>	
<p><b>224</b></p>	<p><b>TOWING AND SHIFTING OF VESSELS</b></p>	
	<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. Board reserves the right in its sole discretion to require the towing or shifting of a Vessel, or need for hold-in tugs. In this event, Vessel Agents will be solely responsible for arranging tug services and all such costs incurred shall be at the Vessel’s expense. In the event Board deems it necessary to arrange tug services, Board is authorized to hire such service/tug at Vessel interest’s cost, risk and expense, including a surcharge of twenty-five 25% percent of the actual cost for discharging an obligation of Vessel under this Tariff. 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.</p> <p>(c) Towing or shifting of a Vessel, or ordering hold-in tugs on 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 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 that 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</p>	

	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.	
<b>228</b>	<b>AUDIT OF MANIFESTS AND OTHER DOCUMENTS</b>	
	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.	
<b>230</b>	<b>MEASUREMENT OF A VESSEL</b>	
	In the event of a dispute regarding the registered length of a Vessel, Board reserves the right to measure such Vessel for the purpose of determining its overall length.	
<b>232</b>	<b>COMPUTATION OF TIME</b>	
	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.	
<b>238</b>	<b>HANDLING CLASS "1" EXPLOSIVES</b>	
	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.	

<b>240</b>	<b>MARPOL</b>	
	<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 twenty-four (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>	
<b>244</b>	<b>PASSENGER VESSEL SECURITY PLAN</b>	
	<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>	

<b>USE OF BOARD PROPERTY</b>		
<b>ITEM</b>	<b>TITLE</b>	<b>RATE</b>
<b>300</b>	<b>APPLICATION FOR BERTH</b>	
	<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>Additionally, Vessels, Assignees and/or Grantees are responsible to monitor river conditions and communicate with the U.S. Coast Guard, the U.S. Army Corps of Engineers and/or river pilots regarding such conditions and act prudently and reasonably based on the conditions. Board accepts no responsibility for groundings of vessels even if transiting with the restricted draft depth, whether inside or outside of Board facilities. Vessels transiting Federal and State channels do so at their own risk and shall not hold the Board responsible for any vessel damage or casualty during such transit.</p> <p>(b) Vessels desiring a berth at any Board Facility must apply to the Marine Terminal Superintendent on forms furnished by his office and approved in advance by Board's President and Chief Executive Officer, which may include electronic form via the Board's website at <a href="https://portnola.com/business/cargo/berthing-application">https://portnola.com/business/cargo/berthing-application</a>, 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 Superintendent will notify the applicant of a berth assignment. Cancellation of any assigned Application for Berth, for Layberth purposes, will result in a charge of \$2,923 per occurrence. Any modifications to dockage type must be submitted within seven (7) business days' from Vessel's departure from Board Facilities. If the vessel is requesting a change in berth, a revised Application for Berth must be submitted.</p> <p>Additionally, Vessel agents are required, <b>at a minimum</b>, to submit electronically to the Board via the Docks Department (<a href="mailto:docks@portnola.com">docks@portnola.com</a>) updates regarding vessel's estimated schedule as per the following:</p> <ol style="list-style-type: none"> <li>(1) Seventy-two (72), Forty-eight (48), and Twenty-four (24) hours prior to vessel's estimated arrival at berth to Board Facilities.</li> <li>(2) Daily updates during the vessel's call to Board Facilities.</li> <li>(3) Notification of departure from berth from Board Facilities.</li> </ol>	\$2,923.00

	<p>Neglecting to provide any of the outlined required updates will garner an administrative fee in the amount of \$500 per omitted update (payable by the agent) <b>or</b> a 24-hour delay in the assignment of a berth, between which the Board may select.</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. On request by Board, Grantees or Assignees of a berth may be responsible for furnishing to Board, on request, evidence of insurance coverage, including but not limited to workers' compensation, commercial 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.</p> <p>(d) Within five (5) 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>(1) Failure to provide accurate or complete cargo and statistical information will result in an administrative charge of \$50 per invoice that has to be credited and rebilled. This charge will be billed to the party that furnished incomplete or inaccurate information.</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>	<p>\$500.00</p> <p>\$50.00</p>
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<b>301</b>	<b>ASSIGNMENT FEE - NON-LEASED FACILITIES</b>	
	<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 \$1,060 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 \$2,264 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 \$0.424 per Ton for liquid bulk and bulk cargo and \$3.53 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 \$0.424 per Ton for liquid bulk and bulk cargo and \$3.53 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>	<p>\$1,060.00</p> <p>\$2,264.00</p> <p>\$0.424 \$3.53</p> <p>\$0.424 \$3.53</p>
<b>302</b>	<b>APPLICATION FOR BERTH AT POYDRAS STREET WHARF (SECTIONS 27-69)</b>	
	<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</p>	



	<p>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 \$28,270 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>	<p>\$28,270.00</p>
<p><b>303</b></p>	<p><b>APPLICATION FOR BERTH AT JULIA AND ERATO STREET        PASSENGER TERMINAL</b></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 and approved in advance by the President and Chief Executive Officer, which may include electronic form via the Board's website at <a href="https://portnola.com/cruise/cruise-berthing-application">https://portnola.com/cruise/cruise-berthing-application</a>, 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</p>	

	<p>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, commercial general liability, protection and indemnity, hull and machinery, property damage, commercial automobile 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>	
<b>305</b>	<b>BERTH APPLICATION - PASSENGER VESSELS - INLAND WATERWAY PASSENGER VESSELS</b>	
	<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 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) <b>Note:</b> 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>	
<b>306</b>	<b>VACATING OF BERTHS</b>	
	<p>(a) The Board may order a Vessel to vacate a berth, to change berths, or to shift position at a wharf when (1) another Vessel holding an agreement granting the preferential use of the berth at that time presents itself at the berth; (2) there are more Vessels assigned to a Board Facility than can be accommodated at one time, Vessels already in berth may, 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); (3) the Vessel is no longer engaged, or engaged in loading or discharging cargo; (4) the Vessel's presence presents a potential hazard to the berth, the Board's facilities, or the property or persons of others; (5) the Vessel is performing shipyard maintenance or repair or the Vessel's maneuverability is impaired; (6) the Board is in preparation for tropical/heavy weather events; or (7) there exists any other cause that in</p>	

	<p>the reasonable discretion of the Board requires the berth to be vacated.</p> <p>(b) Failure to vacate timely when ordered shall subject Vessel to an additional dockage charge of \$3,585 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. If legal action is required to remove any Vessel which fails to vacate a berth when so ordered by the Board, the Vessel shall be liable for, and shall pay, all legal expenses, including reasonable attorneys' fees.</p>	\$3,585.00
<b>308</b>	<b>FIRST CALL ON BERTH PRIVILEGE</b>	
	<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 \$1.87 per square foot per annum (this rate encompasses areas previously referred to as Group I, II, and III). 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 \$3.26 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>(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</p>	<p>\$1.87</p> <p>\$3.26</p>

	<p>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 MANIFESTS 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>	
<b>310</b>	<b>PREFERENTIAL ASSIGNMENT</b>	
	<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 \$1.87 (this rate encompasses areas previously referred to as Group I, II, and III). In addition, a charge of \$3.26 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>(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</p>	<p>\$1.87</p> <p>\$3.26</p>

	<p>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 that 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>	
<b>312</b>	<b>USE OF MARSHALLING YARDS, IMPROVED AND UNIMPROVED LAND AREAS</b>	
	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.	
<b>318</b>	<b>PERMITS FOR PRIVATELY OWNED PIPELINES</b>	
	<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>(1) Pipelines of six (6) inches or less in diameter = \$0.377 per foot.</p> <p>(2) Pipelines over six (6) inches, but not over twelve (12) inches in</p>	\$0.377

	diameter = \$0.73 per foot.  (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.	\$0.73
<b>321</b>	<b>LICENSING OF STEVEDORES AT BOARD'S CRUISE PASSENGER TERMINALS</b>	
	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, commercial 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 retain the requisite coverages shall constitute cause for denying the use of Board Facilities and for the immediate cancellation of a license previously issued.	
<b>322</b>	<b>LICENSING OF SECURITY SERVICES PROVIDERS AT BOARD'S CRUISE PASSENGER TERMINALS</b>	
	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, commercial 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	<b>LICENSING OF GUEST SERVICES PROVIDERS AT BOARD'S CRUISE PASSENGER TERMINALS</b>	
	<p>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, commercial 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.</p>	
324	<b>TERMINAL USE FEE</b>	
	<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 = \$0.149</p> <p style="padding-left: 40px;">(2) Per Ton of all other cargo = \$1.42</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;">\$0.149</p> <p style="text-align: right;">\$1.42</p>

<b>325</b>	<b>TERMINAL USE FEE – BARGE CARGOES – TERMINAL LESSEES</b>	
	<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)(3) (“GRT Dockage”), shall be assessed a terminal use fee of \$0.302 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)(3).</p> <p>(c) This item is not applicable if any cargoes are discharged from the Vessel to a wharf of any Board Facility.</p>	\$0.302
<b>329</b>	<b>BUNKERING FEE</b>	
	<p>All non-passenger, Ocean-Going Vessels that receive bunkers while moored at Board Facilities will be assessed a charge of \$3,040.</p> <p>Bunker intentions shall be noted on the Berth Application or submitted electronically to the Marine Terminal Superintendent, and the charges shall be assessed against and payable by the Vessel.</p>	\$3,040.00
<b>330</b>	<b>EVENT/FILM PERMITTING</b>	
	<p>A permit is required for venue rental and/or filmmaking which occur on Board Facilities. A one-time non-refundable application processing fee of \$350 is charged on all event/film activity permits and shall be submitted at the time of application. The application processing fee paid will be applied towards the total cost of the permit. If unpermitted event/film activities occur on Board Facilities or if permits are filed in an untimely manner, penalties and/or fines will be assessed as follows:</p> <p>(1) Unpermitted event/film activities conducted on Board Facilities shall be charged a penalty of \$10,000 per occurrence, per day.</p> <p>(2) If an event/film permit is filed less than fifteen (15) business days prior to the scheduled activity, a supplemental fee of \$1,000 shall be charged in addition to existing permitting fees.</p>	<p>\$350.00</p> <p>\$10,000.00</p> <p>\$1,000.00</p>



	<p>(3) If an event/film permit is not paid in full at least seven (7) calendar days prior to the scheduled activity, a supplemental fee of \$1,000 or twenty-five (25%) percent of the total permitting fees (whichever is greater) shall be charged in addition to existing permitting fees.</p> <p><b>Note:</b> Additional details can be found at <a href="https://www.portnola.com/business/real-estate/venue-rentals">https://www.portnola.com/business/real-estate/venue-rentals</a>.</p>	\$1,000.00
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<b>VESSEL CHARGES AND CARGO CHARGES</b>		
<b>ITEM</b>	<b>TITLE</b>	<b>RATE</b>
<b>400</b>	<b>HARBOR FEE</b>	
	All Vessels engaged in foreign, coastwise or intercoastal trade, arriving in Port of New Orleans limits, shall be assessed a harbor fee of \$777 per 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.	\$777.00
<b>402</b>	<b>MIDSTREAM TRANSFER FEE</b>	
	<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 midstream transfer fee of \$0.526 per Ton, or fraction, based on the weight of the cargo so handled or transferred. This midstream transfer 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>	\$0.526
<b>404</b>	<b>VESSELS EXEMPT FROM ALL HARBOR FEES</b>	
	<p>(a) Vessels passing through the Port of New Orleans and not receiving or discharging cargo or passengers.</p> <p>(b) Government Vessels not engaged in carrying cargo, troops or supplies.</p> <p>(c) Private, non-commercial pleasure craft.</p>	

414	<p align="center"><b>DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE</b></p>	
	<p>(a) Regular Dockage Rate - Vessels that are assigned berths for the handling of passengers, exclusively or for the 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, Regular Dockage charges in Column 1 of Item 418 “(SCHEDULE OF DOCKAGE RATES)” shall be assessed continuously for each day of twenty-four (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 item (b)(5)(b.) 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 with a Board approved change in status resulting in lower rates shall be 0001 hours of the day following the change.</p> <p>(b) Exceptions:</p> <p>(1) Inner Harbor-Navigation Canal – Vessels assigned public berths for the handling of cargo on the Inner Harbor- Navigation Canal shall be assessed Canal Dockage per charges set out in Column 2 of Item 418 “(SCHEDULE OF DOCKAGE RATES)”.</p> <p>(2) 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> <p>(3) GRT Dockage – 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 \$0.426 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.</p> <p style="padding-left: 40px;">a. 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> <p>(4) Layberth – Vessels assigned by Board to public berths for exclusive purposes that include out of service, in repair, and/or not conducting</p>	<p align="center">\$0.426</p>

	<p>loading/unloading of cargo or passengers, shall be assessed dockage in the fixed amount of \$2,923 per twenty-four (24) hour basis.</p> <p>(5) Special Dockage –</p> <p>a. Vessels moored to repair facilities, under arrangements with Board Lessees, shall be assessed Special Dockage charges as set out in Column 3 of Item 418 “(SCHEDULE OF DOCKAGE RATES)”.</p> <p>b. Vessels in idle status, defined as vessels assigned by Board to public berths for the purpose of conducting cargo operations that temporarily cease loading/unloading operations, may qualify for Special Dockage per charges set out in Column 3 of Item 418 upon consent of the Board. Idle status shall not exceed three (3) days and shall not include Vessels that are out of service/in repair or that have completed cargo operations. Board, at its option, may require Vessels in idle status to vacate public berths at the risk and expense of Vessel.</p>	\$2,923.00																																																
418	<b>SCHEDULE OF DOCKAGE RATES</b>																																																	
	<p>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> <table border="1" data-bbox="313 1346 1248 1759"> <thead> <tr> <th colspan="2">REGULAR DOCKAGE “column 1”</th> <th colspan="2">CANAL DOCKAGE “column 2”</th> <th colspan="2">SPECIAL DOCKAGE “column 3”</th> </tr> <tr> <th>VESSEL LOA</th> <th>RATE</th> <th>VESSEL LOA</th> <th>RATE</th> <th>VESSEL LOA</th> <th>RATE</th> </tr> </thead> <tbody> <tr> <td>0 - 499</td> <td>\$5.09</td> <td>0 – 499</td> <td>\$4.06</td> <td>0 - 499</td> <td>\$2.54</td> </tr> <tr> <td>500 - 599</td> <td>\$7.45</td> <td>500 – 599</td> <td>\$5.60</td> <td>500 - 599</td> <td>\$3.73</td> </tr> <tr> <td>600 - 699</td> <td>\$9.16</td> <td>600 – 699</td> <td>\$6.81</td> <td>600 - 699</td> <td>\$4.58</td> </tr> <tr> <td>700 - 799</td> <td>\$11.24</td> <td colspan="2">N/A</td> <td>700 - 799</td> <td>\$5.62</td> </tr> <tr> <td>800 - 899</td> <td>\$11.50</td> <td colspan="2">N/A</td> <td>800 - 899</td> <td>\$5.75</td> </tr> <tr> <td>900 - Over</td> <td>\$12.41</td> <td colspan="2">N/A</td> <td>900 - Over</td> <td>\$6.21</td> </tr> </tbody> </table>	REGULAR DOCKAGE “column 1”		CANAL DOCKAGE “column 2”		SPECIAL DOCKAGE “column 3”		VESSEL LOA	RATE	VESSEL LOA	RATE	VESSEL LOA	RATE	0 - 499	\$5.09	0 – 499	\$4.06	0 - 499	\$2.54	500 - 599	\$7.45	500 – 599	\$5.60	500 - 599	\$3.73	600 - 699	\$9.16	600 – 699	\$6.81	600 - 699	\$4.58	700 - 799	\$11.24	N/A		700 - 799	\$5.62	800 - 899	\$11.50	N/A		800 - 899	\$5.75	900 - Over	\$12.41	N/A		900 - Over	\$6.21	
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<b>420</b>	<b>COMPUTATION OF DOCKAGE</b>	
	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 24 hours of dockage, 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. This excludes Vessels granted Layberth status, as defined in Item 414(b)(4).	
<b>422</b>	<b>DOCKAGE CHARGES FOR INLAND WATERCRAFT</b>	
	<p>(a) Dockage charges shall be assessed based on the registered length at the following rates per Inland Watercraft, per day. Vessels moored adjacent to Vessels berthing at the wharves shall be subject to the same charges as though moored to the wharf, unless operating under an annual license as defined in Item 428 (“ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT”)</p> <p style="padding-left: 40px;">(1) 0 ft. to 200 ft. = \$106</p> <p style="padding-left: 40px;">(2) 201 ft. and over = \$210</p> <p>(b) Exceptions:</p> <p style="padding-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="padding-left: 40px;">(2) Harbor excursion boats shall be assessed dockage of \$298 per day.</p>	<p style="text-align: right;">\$106.00</p> <p style="text-align: right;">\$210.00</p> <p style="text-align: right;">\$298.00</p>
<b>423</b>	<b>DOCKAGE CHARGES FOR INLAND WATERCRAFT - PASSENGER</b>	
	Inland watercraft which carry passengers for compensation and which provide overnight accommodations shall be assessed dockage, based on their registered length, at the rate of \$2.04 per linear foot, per day.	\$2.04
<b>426</b>	<b>PAYMENT OF DOCKAGE CHARGES</b>	
	Dockage charges assessed against a Vessel, pursuant to any provision of the Tariff, shall be payable by the said Vessel, except in those instances where dockage is invoiced pursuant to an alternate arrangement with Board.	

<b>428</b>	<b>ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT</b>	
	<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="margin-left: 40px;">(1) Vessels under 250 tons - Per Vessel = \$1,100</p> <p style="margin-left: 40px;">(2) 250 tons and over - Per Vessel = \$3,301</p> <p style="margin-left: 40px;">(3) Fleet of barges and tugs operated under single ownership = \$11,000</p> <p>(b) Vessels that 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><b>Note:</b> All Vessels handling cargo into or out of Port of New Orleans limits shall pay all applicable Tariff charges.</p>	<p style="margin-left: 40px;">\$1,100.00</p> <p style="margin-left: 40px;">\$3,301.00</p> <p style="margin-left: 40px;">\$11,000.00</p>
<b>430</b>	<b>ASSIGNMENT FEE (Covered or Uncovered) (Direct Loading/Discharge)</b>	
	<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> <p style="margin-left: 40px;">(1) Which is placed onto, transferred over or under Wharves for handling to or from Vessels;</p> <p style="margin-left: 40px;">(2) Which is delivered to or received from Vessels by other watercraft;</p> <p style="margin-left: 40px;">(3) When said Vessels are occupying berths or moored outside other Vessel(s) occupying a berth, or</p> <p style="margin-left: 40px;">(4) When said Vessels are anchored, partially anchored, or moored in any portion of the Inner Harbor-Navigation Canal.</p> <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) <b>Note 1:</b> 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) <b>Note 2:</b> "Cargo" shall include liquid cargoes handled through Board-owned pipelines.</p> <p>(e) <u>Exceptions - Assignment Fee shall not apply to:</u></p> <p style="margin-left: 40px;">(1) Ship's stores and fuel intended for a Vessel's own use, or</p>	

	(2) Restowed cargo discharged and subsequently reloaded aboard the same vessel.	
438	<b>PASSENGER WHARFAGE CHARGES</b>	
	<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 charges:</p> <p>(1) Each passenger <u>embarking or debarking</u> on a round-trip <u>voyage originating from New Orleans</u> = \$11.31</p> <p>(2) Each passenger <u>embarking or debarking and not on a roundtrip voyage originating from New Orleans</u> = \$20.76</p> <p>(3) Each passenger in transit (<u>port call</u>) = \$14.54</p> <p>(4) <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 of \$8.61</u> for each embarking or debarking passenger.</p> <p>(b) <u>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</u> – Each passenger on Board shall be assessed the following charges, in excess of twenty four (24) hours:</p> <p>(1) Ocean-Going Passenger Vessels - \$20.76 per passenger</p> <p>(2) Inland Watercraft - Passenger - \$8.61 per passenger</p> <p><u>Note: Passenger counts shall be determined utilizing Vessel’s actual passenger manifest. Passenger wharfage is in addition to Vessel dockage charges.</u></p>	<p>\$11.31</p> <p>\$20.76</p> <p>\$14.54</p> <p>\$8.61</p> <p>\$20.76</p> <p>\$8.61</p>
440	<b>COLLECTION AND PAYMENT OF ASSIGNMENT FEES OR PASSENGER WHARFAGE</b>	
	<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</p>	

	<p>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 based on 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>(1) A penalty of \$142 per day, not to exceed \$1,413, shall be assessed against said Vessels should they fail to render the cargo documentation in the form and within the period provided herein.</p>	<p>\$142.00          \$1,413.00</p>
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<b>SERVICE AND EQUIPMENT CHARGES</b>		
<b>ITEM</b>	<b>TITLE</b>	<b>RATE</b>
<b>500</b>	<b>VESSEL WATER SERVICE CHARGES</b>	
	<p>Potable water may be furnished to Vessels berthed at a Board Facility only from approved ship service watering points and only upon request of Board's Facilities Department at <a href="mailto:Water.Service@portnola.com">Water.Service@portnola.com</a>. Facilities may also be reached at (504) 528-3500 during the working hours of 0630-1330 Monday-Friday ("Working Hours"). In the event potable water needs to be requested outside of Working Hours, Harbor Police Department should be contacted at (504) 891-7585.</p> <p>The Vessel shall be responsible for paying the Board's water service charges as follows:</p> <ol style="list-style-type: none"> <li>(1) \$243 per connect/disconnect during Working Hours</li> <li>(2) \$365 per connect/disconnect outside of Working Hours (including weekends, holidays, and observed holidays)</li> <li>(3) Rate per gallon of water bunkered as provided by Board's Facilities Department.</li> </ol>	<p style="text-align: right;">\$243.00</p> <p style="text-align: right;">\$365.00</p>
<b>502</b>	<b>FACILITY WATER SERVICE CONTRACTS</b>	
	<p>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.</p>	
<b>504</b>	<b>FACILITY WATER SERVICE CHARGES</b>	
	<p>Vessels assigned to non-leased 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 \$450 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.</p>	<p>\$450.00</p>

506	<p align="center"><b>SPECIAL SERVICE CHARGES FOR THIRD PERSONS AND VESSELS EXEMPT FROM HARBOR FEE</b></p>	
	<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	<p align="center"><b>SPECIAL SUPPLY CHARGES FOR VESSELS PAYING HARBOR FEE</b></p>	
	<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	<p align="center"><b>BOARD'S CONTAINER CRANES AT THE NAPOLEON/NASHVILLE AVENUE CONTAINER TERMINAL</b></p>	
	<p align="center"><b>DEFINITIONS</b></p> <p><b><u>Crane Activity Record</u></b> – Digital or hard copy record of a container crane rental submitted to Board’s billing department for invoicing purposes.</p> <p><b><u>Crane Activity Fee</u></b> – Fee assessed for pre-operational inspection/set up and securing of the crane after it has been dismissed from cargo operations. Includes administrative expenses associated with generating Crane Activity Records.</p> <p><b><u>Crane Usage Required Time</u></b> – Time and date stevedore requests the crane to be ready for cargo operations.</p> <p><b><u>Crane Ready Time</u></b> – Time and date the crane is ready to be utilized for cargo operations.</p> <p><b><u>Crane Work End Time</u></b> – Time and date the crane is dismissed from cargo operations.</p> <p><b><u>Total Billable Crane Minutes</u></b> – Cumulative time from Crane Ready Time to Crane Work End Time, excluding all occurrences of No Charge time. Also equal to Crane Working Time plus Crane Stand-by Time.</p> <p><b><u>Crane Working Time</u></b> – Total time the crane is operational and being utilized for cargo operations. No deductions will be made for User Downtime or Crane Inspection Time.</p> <p><b><u>User Downtime</u></b> – Total time the crane is inoperable due to a mechanical malfunction attributable to Vessel’s stevedores or its crane operators. Such instances are included within Crane Working Time.</p>	

	<p><b><u>Crane Inspection Time</u></b> – Total time required to inspect, assess, and take immediate action to secure and stabilize the crane following any incident during cargo operations causing damage, or possible damage, to the crane or any of its components, attributable to Vessel’s stevedores or its crane operators.</p> <p><b><u>Crane Stand-by Time</u></b> – Total time the crane is ready for operation, has not been dismissed from cargo operations, and is not being utilized for cargo operations. This includes, but may not be limited to, vessel late arrivals and stevedore’s meal breaks.</p> <p><b><u>No Charge</u></b> – Total time the crane is inoperable for reasons not attributable to the Vessel’s stevedores or its crane operators. This includes, but may not be limited to, Machine Downtime, Inclement Weather, and power outages.</p> <p><b><u>Inclement Weather</u></b> – Event in which Board’s container crane personnel cease all crane activities due to sustained winds reaching forty (40) miles per hour, or at the discretion of on-site Crane Department supervisors.</p> <p><b><u>Machine Downtime</u></b> – Total time the crane is inoperable due to a mechanical malfunction not attributable to the Vessel’s stevedores or its crane operators.</p> <p><b><u>Pre Op Damage</u></b> – Existing damage, present on the crane at the Crane Ready Time, which is not attributable to the Vessel’s stevedores or its crane operators prior to cargo operations.</p> <p><b><u>Post Op Damage</u></b> – New damage, present on the crane at the Crane Work End Time, which is attributable to the Vessel’s stevedores or its crane operators resulting from cargo operations.</p> <p>(a) The Port of New Orleans’ container cranes at the Napoleon/Nashville Avenue Container Terminal are the property of Board and shall 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 Crane Usage Required Time. Application shall be made directly to Board in a form acceptable to Board. The application, 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 includes the stevedore.</p> <p>Contact Information-</p> <p>Address: Board of Commissioners of the Port of New Orleans Crane Dept. 1350 Port of New Orleans Place New Orleans, LA 70160</p> <p>Telephone: (504) 528-3438</p> <p>Email: <a href="mailto:crane.orders@portnola.com">crane.orders@portnola.com</a></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.</p>	
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	<p>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) Rental charges for Crane use shall be assessed as follows:</p> <p>(1) Crane Working Time shall be assessed at the rate of \$946 per hour ("Crane Working Time Rate"). There shall be a minimum charge of two hours' of Crane Working Time rental for the servicing of Vessels. There shall be a minimum charge of one-hour of Crane Working Time rental for the servicing of barges. User Downtime shall be charged at the Crane Working Time Rate.</p> <p>The Board reserves the right to charge for Crane Inspection Time in any case where the Crane Department Manager or Crane Engineer has determined there is a suspicion of damage to the crane or any of its components during crane operations including but not limited to cargo and training operations. Crane Inspection Time shall be charged per minute, at the Crane Working Time Rate.</p> <p>(2) Crane Stand-by Time shall be assessed at the rate of \$235 per hour ("Crane Stand-by Time Rate"). Crane Stand-by Time shall be computed from Crane Ready Time until Crane Working Time. To maximize labor efficiency, Crane Stand-by Time shall 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. Additionally, instances of meal breaks shall be assessed at the Crane Stand-by Time Rate. This cumulative total shall be noted on the Crane Activity Record.</p> <p>(3) There shall be a Crane Activity Fee of \$352 per crane order.</p> <p>(4) Total Billable Crane Minutes shall be computed from the Crane Ready Time until the Crane Work End Time, excluding No Charge time. This cumulative total shall be noted on the Crane Activity Record.</p> <p>(5) No charge shall be assessed for the time a crane is inoperable due to reasons not attributable to the Vessel's stevedores or its crane operators. This may include, but is not limited to, Acts of God, power outages, Inclement Weather, and Machine Downtime. All episodes of Machine Downtime of five (5) minutes or longer shall be recorded by Board container crane personnel on the Crane Activity Record. In all cases, Machine Downtime and No Charge time shall be at the discretion of the Crane Department Manager.</p> <p>(6) The Crane Activity Record shall be presented by Board's container crane personnel to the stevedore for acknowledgement and verification at the conclusion of Vessel operations. Acknowledgement and verification by stevedore may occur through electronic or hard copy. The Crane Activity Record shall be used by the Board's billing department for invoicing purposes. In no event shall stevedore logs be used in the invoicing or validation of crane usage.</p>	<p>\$946.00</p> <p>\$235.00</p> <p>\$352.00</p>
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	<p>(7) Rental charges and fees for the container cranes include service of Board's container crane maintenance personnel.</p> <p>(8) On containers other than 20', 40' and 45', rental charges shall be established in advance by special arrangements with Board.</p> <p>(9) The cancelling of a crane use application, by the Vessel or her stevedores, within six (6) hours of Crane Usage Required Time shall be assessed one hour of crane rental at the Crane Working Time Rate.</p> <p>(10) For crane usage dedicated solely to the training of operators, a Crane Activity Fee shall be assessed, plus any Crane Inspection Time, if applicable. All other billable time shall be waived.</p> <p>(e) A Vessel, which includes the Vessel's stevedores, shall operate the crane(s) with qualified crane operators who are trained and certified. Certifications of all operators must be on file with Board's Crane Department. Board shall maintain an approved operator list and reserves the right to remove any and all crane operator privileges.</p> <p>(f) A Vessel, which includes 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, to the fullest extent allowed by law, shall defend, forever hold harmless, and indemnify Board from and against any and all such demands, claims, causes of action, proceedings, damages, liabilities, fines, losses, costs and expenses, including but not limited to reasonable attorneys' fees and litigation expenses, 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 and, on the filing of any action, claim, suit or proceeding of any nature or kind against Board, the Vessel 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, commercial 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 or the carriers of such cargo, agrees to guarantee and pay all said charges within thirty (30) days of the billing date. A penalty of five hundredths percent (0.05%) per day, or the equivalent of eighteen and twenty-five hundredths percent (18.25%) 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>	
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<b>513</b>	<b>TERMINAL OPERATIONAL EFFICIENCY FEE</b>	
	<p>Due to instability in proforma and subsequent variability in unit volumes, the Vessel, which may include the carriers of such cargo, will be assessed a fee of \$0.25, per container unit, as a Terminal Operational Efficiency Fee. The Board will apply the collected fees to incentivize such operations as extended gate hours, premium hours, weekend gate operations, or other operational needs to facilitate the movement of containerized cargo to and from Board Facilities as determined by the Board.</p>	\$0.25

<b>LOADING AND UNLOADING</b>		
<b>ITEM</b>	<b>TITLE</b>	<b>RATE</b>
<b>602</b>	<b>OBLIGATION OF ASSIGNEE OF THE BERTH – EXCEPTIONS</b>	
	<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, commercial general 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.</p>	
<b>606</b>	<b>PERSONS PERFORMING CARGO LOADING AND UNLOADING – RESPONSIBILITY</b>	
	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.	
<b>620</b>	<b>COMPLIANCE WITH LAWS, REGULATIONS, ETC.</b>	
	Vessel, Grantee and/or Assignee shall be responsible for compliance with all applicable laws, regulations, rules and ordinances of federal, state and local authorities.	

<b>SECURITY CHARGES</b>		
<b>ITEM</b>	<b>TITLE</b>	<b>RATE</b>
<b>700</b>	<b>MARITIME SECURITY</b>	
	<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>	
<b>701</b>	<b>APPLICABILITY AND PAYMENT OF SECURITY FEES</b>	
	<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>	
<b>702</b>	<b>VESSEL SECURITY FEE</b>	
	<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 438(b) (“PASSENGER WHARFAGE CHARGES”) shall be subject to an additional charge equal to 11.82% (eleven and eighty-two hundredths of a percent) of the total invoiced amount of such dockage charges.</p> <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 reduced</p>	11.82%



	<p>dockage rates as provided in this Tariff shall nevertheless be assessed and shall pay a Vessel security fee equal to 11.82% (eleven and eighty-two hundredths of a percent) of the appropriate dockage fee calculated without regard to any waiver, reduction, or alternate pricing arrangement.</p> <p>(c) Vessels assessed a Harbor Fee or Midstream Transfer Fee in accordance with Item 400 (“HARBOR FEE”) or Item 402 (“MIDSTREAM TRANSFER FEE”) shall be subject to a Vessel security charge equal to 11.82% eleven and eighty-two hundredths of a percent) of the total invoiced amount of such Harbor Fee or Midstream Transfer Fee. Payment of the Vessel Security Fee as provided herein shall be in accordance with Item 426 (“PAYMENT OF DOCKAGE CHARGES”).</p>	<p>11.82%</p> <p>11.82%</p>
<b>704</b>	<b>CARGO SECURITY FEE</b>	
	<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> <p style="padding-left: 40px;">Breakbulk = \$0.250/ton          Bulk = \$0.056/ton          Liquid bulk = \$0.056/ton          Cargo Containers = \$5.215/loaded          Rail Cars = \$5.215/loaded or empty</p> <p>(b) Exception - The charges assessed herein shall not apply to the activities described in Item 325 (“TERMINAL USE FEE - GRT DOCKAGE”).</p>	<p>\$0.250          \$0.056          \$0.056          \$5.215          \$5.215</p>
<b>706</b>	<b>PASSENGER SECURITY FEE</b>	
	<p>(a) Passengers carried for compensation by Vessels in foreign, coastwise or intercoastal trade shall be assessed in addition to any other charge a passenger security fee of \$1.19. 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> <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 \$0.38. 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>	<p>\$1.19</p> <p>\$0.38</p>

<b>708</b>	<b>COLLECTION OF FEES</b>	
	<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>	