

Section 1 - General Information and Definitions

TERMINAL OPERATOR	100
Coastal Cargo Company, Inc. is the designated Terminal Operator of the facilities as provided for in this tariff.	

FACILITIES COVERED UNDER THIS TARIFF	102
<p>Seventh Street Wharf Harmony Street Wharf Louisiana Avenue Wharf Louisiana Yard A Louisiana Marshalling Yard</p> <p>All other areas particularly covered on board drawing M13-20713 dated 2-2-97 of the Port Authority of Greater New Orleans.</p>	

HOLIDAYS	104
<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) Monday before Mardi Gras Day Mardi Gras Washington's Birthday (third Monday in February) Good Friday Memorial Day (last Monday in May) Independence Day (July 4) Labor Day (first Monday in September) Veterans Day (November 11) Thanksgiving Day (Fourth Thursday in November) Friday following Thanksgiving Day Christmas Eve (December 24) Christmas Day (December 25) New Year's Eve (December 31)</p> <p>When any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday.</p>	(C)
Effective: 10/01/01	

PHONE NUMBERS	106
<p>Main Telephone.....(504) 587-1100 Customer Service.....(504) 587-1151 Appointment Desk.....(504) 587-1155 Direction to Terminal.....(504) 587-1186 Terminal Manager.....(504) 587-1210 VP Operations.(CCC).....(504) 587-1124 Gen. Manager.(CCC).....(504) 587-1211 Sales & Marketing.....(504) 587-1123 Risk Manager.....(504) 587-1160 Fax Number (Operations)...(504) 587-1201 Fax Number (Sales).....(504) 587-1101 E-Mail.(Customer Serv.)...custserv@jkggroup.com</p>	(C)
Effective: 03/01/03	

Adjusted Demurrage - shall be a charge assessed against the vessel for permission to place cargo on the wharves prior to the date assigned to the vessel to begin receiving her outward cargo.

Agent - "Agent" or "Vessel Agent" shall mean the party who submits the "Application for Berth".

Applicaton/Removal of Placards- For applying or removing container placards or labels.

Arrival at Berth - shall be the time when the vessel arrives alongside of the wharf with two lines made fast.

Board - shall constitute for the purposes of this tariff the Port Authority of Greater New Orleans.

Chassis Stacking/Unstacking - The stacking/bundling or unstacking/unbundling of chassis in more than a single unit.

Demurrage - a charge assessed against cargo and/or containers remaining in or on terminal facilities after expiration of free time.

Departure from Berth - shall be the time the last line is let go.

Free Time - applies to the specified period during which containers, loaded or empty, and/or chassis may occupy assigned space on the terminal free of demurrage charges immediately prior to the loading or subsequent to the discharge of such containers on or off the vessel.

Gate House - Container yard check-in/check-out station for delivery/receipt of containers and chassis.

Inbound Cargo - means all cargo received at the terminal in a vessel from a foreign, intercoastal or domestic offshore port or origin, for loading to a domestic motor, rail or water carrier, either breakbulk or containerized.

Inland Watercraft - shall include all vessels, private and public, operated exclusively on the United States inland waterways.

Loading/Unloading railcars - Railcar loading consists of removing non-containerized cargo from the terminal's consolidation shed and placing it in a railcar. Railcar unloading consists of removing such cargo from a railcar and placing it in the terminal's consolidation shed by the Terminal Operator.

Opening for Inspection - The grounding and breaking of seals for inspection, subsequent resealing of containers.

Outbound Cargo - "Omeans all non-containerized cargo received at the terminal for loading into containers, or break-bulk cargo for shipment by a vessel to a foreign, intercoastal or domestic offshore port or destination.

Properties and/or Facilities - are owned by the Port Authority of Greater New Orleans as leased by CCC.

Receiving and/or delivering chassis - refers to receiving from or delivering chassis to an inland carrier on Terminal Operator's EIR forms supplied.

Reefer Plug-In - Refrigerated/heated ISO container requiring electrical service and monitoring.

Rehandling - Movement of container/chassis from original point of rest in container yard when not for the convenience of Terminal Operator, such as inspection by any government agency, owner, steamship agent, or for off hire, survey, etc. when requested to do so.

Running the Gate - Entering or leaving container yard without following check-in/check-out procedures.

Sheddage - shall be a charge against vessels for the use of covered wharves.

Shut-Out Cargo - shall be cargo received for a particular outgoing vessel at her berth prior to the departure of the vessel.

TEU - As used in this tariff "Total Equivalent Unit" of 20 foot container.

TOFC/COFC - Container/chassis on railroad flatcar, loading or unloading of container/chassis.

Ton - shall be a net ton of 2,000 pounds, unless otherwise indicated.

Vessel - shall mean any vessel, ship, barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that floats. All references to "vessel" or "vessels" in this tariff shall include, without exception, her owner, charterer and agent.

Vessel Operations - shall mean the loading and/or discharging of cargo from or to a vessel.

Vessels Engaged in Foreign, Coastwise or Intercoastal Trade - shall include all ocean vessels, private and public, employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial, of a private or public nature, other than inland watercraft as defined herein.

Wharf - shall mean any wharf, dock, berth, landing, pier, mooring facility, barge fleet mooring facility or other structure and the warehouses, sheds or buildings thereupon, which are under lease by CCC as described in Sub-Rule 100 of this tariff.

Wharfage - is a charge against cargo, based on the number of tons received or discharged by vessels, as manifested, and passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf or when moored adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charge for any other service.

CORRECTION ABBREVIATIONS

110

(C) Change in Wording	(N) Neither Increase nor Decrease
(W) Wording Added	(I) Increase in Charges
(A) Provision Added	(R) Reduction in Charges
(D) Provision Deleted	

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The Jackson Kearney Group

1555 Poydras Street, Suite 1600

New Orleans, LA 70112

Phone: (504) 587-1100 Fax: (504) 587-1101

Section 8 - Credit/Payment Procedures

EXTENSION OF CREDIT	800
<p>CCC at its option and subject to termination at its election, may at any time or from time to time extend credit to any user or other person conducting business with CCC. This extension of credit shall be pursuant to provisions of this tariff, or amendments thereof, by such user or other person establishing and maintaining single transaction annual surety bond with one hundred twenty-five percent (125%) of maximum liability per single transaction or annual maximum liability. The form and content of such bond must be acceptable to CCC's chief financial officer. Further extension of credit may be suspended or terminated by CCC, subject to establishment of added or extended credit acceptable to CCC's chief financial officer. Extension and continuation of said credit shall be conditional upon payment of invoiced charges within thirty (30) days subject to terms and conditions outlined in Sub-Rule 802 (Payment of Charges) of this tariff. Furthermore, CCC reserves the right, at its sole discretion, to request funding in advance, prior to vessel arrival.</p>	

PAYMENT OF CHARGES	802
<p>All charges incurred under the provisions of this tariff are due upon receipt of said services unless satisfactory credit has been previously established by the customer with the CCC's chief financial officer. If credit is extended, all tariff charges must be paid in full within thirty (15) days from the date of the invoice. Customers with account balances older than thirty (15) days will be classified as delinquent. Any delinquent customer shall immediately and automatically have credit privileges revoked and the collection fee will not apply.</p>	

DELINQUENT LIST AND CHARGES	806
<p>All parties subject to the provisions of this tariff placed on the delinquent list shall immediately be denied further use of all CCC facilities until all delinquent invoices are paid in full. Delinquent invoices are subject to an annual interest rate of 12%, or a minimum charge per invoice of \$5.00, whichever is greater.</p> <p>Should it become necessary to retain a third party collection service with respect to delinquent invoices, an additional charge of 5% of the balance of each invoice outstanding, with a minimum charge per invoice of \$100.00, shall apply to cover the cost of the collection effort.</p>	

VALIDITY OF CHARGES	808
<p>Should there be any questions with regard to the validity of any invoice issued by CCC, the matter must be reduced to writing and sent certified mail to CCC, Accounts Receivable Department, 1555 Poydras Street, Suite 1600, New Orleans 70112, within thirty (30) days after presentation of the invoice in question. Any invoice not questioned within this thirty (30) day period will be considered valid and final.</p>	

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Section 7 - Terminal & Equipment Charges

TERMINAL CHARGE FOR CONTAINERS	700
<p>Encompasses receiving a container from flatbed or chassis ex vessel and mounting same once on chassis for dispatch and delivery when so directed.</p> <p>Covers receiving a container from inland carrier and grounding same container to be mounted once on flatbed or chassis for feeding to vessel on terminal operator EIR form, supplied by Terminal Operator.</p> <p>Terminal charges are based on straight time only. Containers received in overtime will be charged rates in accordance with union contract agreements.</p>	
DOCUMENTATION	702
<p>The Terminal Operator will perform the necessary clerical work to effect physical exchange of the container between the motor carrier or its agent or water carrier and the Terminal Operator.</p> <p>Note: The expression "necessary clerical work" includes notation by the Terminal Operator on CCC equipment interchange receipt as to apparent damage(s) (not including normal wear and tear) of deficiency(ies) found by outward visual inspection of the container. Included is visual inspection of the chassis running gear and lights but not the contents of the container. Not included is any repair to the container or its equipment.</p> <p>Clerical work includes notations in connection with weighing of the container.</p>	
RESPONSIBILITY FOR DELAYS	704
<p>No responsibility will be assumed by the Terminal Operator for delays, demurrage or any related charges, for railroad cars, highway trucks or detention on vessels, as well as interruption of service due to heavy rain, flooding, electrical failure and other causes beyond its control and not the fault of the Terminal Operator.</p>	
CONTAINERS LOADED IN EXCESS OF RATED CAPACITY	706
<p>The rates, rules and regulations published in this tariff are not applicable to containers loaded in excess of their rated capacity. Neither the terminal nor the crane owner will permit its mechanical equipment (designed for movement or carriage of containers) or the container crane to be used in any way to lift, move or transport a container loaded in excess of its rated capacity, should the terminal equipment or the crane be used to lift, move or transport a container which is loaded in excess of its rated capacity, the party or parties, causing such unauthorized use shall be held</p>	

liable for all losses, claims, demands and suits for damage including damages for death and personal injury, and including court costs and attorney's fee, incident to or resulting from such unauthorized use.

LOSS OR DAMAGE

708

Watchman - terminal provides routing watching services. The intent of this is to supply personnel to do ordinary watching functions to serve as an alert in the hope of preventing theft and/or fire, but it is not intended to be construed as an insurance in the case of either fire or theft. The watching service provided is a private service and, like public "police" service, undertaken to prevent theft to the best of its ability, but does not guarantee it nor insure against loss by fire, theft or pilferage.

The Terminal Operator will not accept responsibility for concealed damage or loss not for the condition of contents or damage containers when received in damaged condition from vessel or inland carrier. The Terminal Operator will not accept responsibility for contents of containers which do not have intact listed seals.

LIMITATION OF LIABILITY FOR LOSS OR DAMAGE

710

CCC shall not be liable for any damage unless caused by its negligence or the negligence of its servants. In all events its liability will be limited to the lesser of the actual damages caused or \$500.00 per package or customary freight unit.

RECEIVING OF CONTAINERS HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT

712

Containers having damage or variances which may impede normal movement with the terminal's mechanical equipment will not be received in the marshalling yard unless prior arrangements have been made with the Terminal Operator.

RECEIVING OF CONTAINERS HAVING DIMENSIONAL LENGTHS OTHER

714

Prior arrangements must be made with Terminal Operators and crane owner by the authorized agents of the vessel and inland carrier before containers having dimensional lengths other than 20' or 40' will be handled.

SEALING OF CONTAINERS

716

Any sealing of containers requested by the line or their agents will be charged at \$50.00 per container.

LOADING/UNLOADING CONTAINERS/CHASSIS RAILROAD CARS

718

\$45.00 per container to mount or dismount

Plus \$35.00 TIR/EIR (Trailer or Equipment Interchange Receipt) charge per unit.

**CHARGE FOR HANDLING CONTAINERS
IN MARSHALLING YARD**

720

The Terminal will handle containers, empty or loaded in the marshalling yard at the following charges, for users of the terminal, \$75.00 per container.

**CHARGE FOR RECEIVING
OR DELIVERING CHASSIS**

722

The Terminal will receive or deliver chassis in the open storage or parking area. Storage charges will be applicable for each 24 hour period the unit is on the Terminal at \$7.50 per chassis.

**CHARGE FOR INSPECTION AND
INTERCHANGE OF EACH CONTAINER**

724

\$35.00 each E.I.R. during straight time hours. This item includes providing the line daily copies of the E.I.R. and computer status reports of containers and chassis on the terminal. For inspection and interchange requested by the line on overtime, will be billed at labor cost plus twenty (20%) percent of the straight time rate, plus the E.I.R. charge.

**STORAGE CHARGES IN MARSHALLING
YARD/OPEN STORAGE/PARKING
AREA FOR CHASSIS/TRAILER**

726

Chassis remaining in marshalling yard, open storage or parking area in excess of allocated space \$3.00 per chassis per day.

**CHARGE FOR ATTACHING PLACARDS
AND STENCILING**

728

A charge of \$5.50 per placard will be assessed for attaching placards or stencils to containers or chassis which do not have the steamship lines identifying marks. This includes "hold stickers, hazardous cargo stickers", and all other attachments.

GOVERNMENT REGULATORY INSPECTIONS

730

Charges for inspections performed by government regulatory agencies, such as U.S. Food and Drugs, Customs Agricultural Department, National Cargo Bureau, etc., will be billed to party requesting service at rate in effect at time of inspection, to assist clerks and coopers. The line or their agents will be charged at \$25.00 per container on the terminal should movement to the warehouse and back to the yard, there will be a charge of \$50.00.

OPENING OF CONTAINERS FOR INSPECTION

734

When requested, the Terminal Operator will open the container for \$50.00 per container.

**CONTAINERS/CHASSIS INTERCHANGED
BETWEEN CARRIERS/OTHER PARTIES**

736

A charge of \$50.00 will be paid by the party receiving the equipment. The Terminal Operator will remove old I.D. placards and attach new I.D. placards and will make one rehandle to move the equipment from one stack to another for this charge. Any additional rehandles will also be paid by the receiving party. This charge does not include an interchange/inspection of the equipment.

CARGO TURNOVER

740

Charges for the turnover of cargoes previously received by Terminal Operator to other entities authorized by original receiver of cargo is \$8.50 per ton, subject to a minimum charge of \$150.00 per booking.

**CHARGE FOR WEIGHING CONTAINERS
AND TRUCKS FOR GENERAL CARGO**

744

A charge of \$15.00 per truck or container will be assessed upon steamship lines request.

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Section 6 - Loading/Unloading Rules, Regulations & Charges

<p style="text-align: center;">DEFINITION - LOADING AND UNLOADING</p> <p>Loading and unloading means the services of loading or unloading cargo between any place or point of rest on a wharf or terminal, and railcars, trucks, or any other means of land transportation and barges. Loading and unloading, for purposes of this section, shall not include the services provided in conjunction with cargo loaded or unloaded from land transportation conveyance without being placed at point of rest on the wharf or terminal, as well as cargo loaded or unloaded, directly between ocean carriers and barges, or directly between ocean carriers and open top railcars or open top trucks by ship's tackle.</p> <p>Truck loading consists of moving cargo over the wharf or terminal facility to the truck from a place of rest, elevating the cargo onto the truck and stowing the cargo in the truck, but shall not include sorting or grading or otherwise selecting the cargo for the convenience of the trucker or the consignee.</p> <p>Truck unloading consists of removing cargo from the body of the truck, and moving it over the wharf or terminal facility to a place of rest.</p> <p>Charges for loading published in this tariff do not include the service or cost of providing or installing dunnage, blocking, bracing or other materials deemed necessary to secure or prepare shipments for movements. Charges for these services are as shown in Sub-Rule 640 of this tariff.</p> <p>Charges for unloading published in this tariff exclude the removal from rail cars the lading, blocking, bracing, strapping, paper or debris of any kind.</p> <p>NOTE - All cargo handling services including bracing, blocking, securing, and lashing is to be performed by CCC or its designees.</p>	600
<p style="text-align: center;">EXCEPTIONS</p> <p>Except as otherwise provided herein, CCC shall have the full privilege, right and obligation to perform, or have performed, all loading and unloading services required as set forth in this tariff.</p> <p>Exception for trucks:</p> <p>CCC shall not be required to furnish pallets, dunnage packing, bracing, blocking or any other material required for such loading or unloading including bridge plates.</p>	602
<p style="text-align: center;">APPLICATION OF LOADING/UNLOADING CHARGES</p> <p>The loading and unloading charges applicable to palletized cargo, provided herein, shall, unless otherwise provided, apply to shipments which are palletized, skidded or unitized to permit loading or unloading, with one driver and one forklift machine. On shipments not so palletized, skidded or unitized, the loading and unloading charges applicable to non-palletized cargo shall be assessed.</p>	610

PRODUCTION OF ACCURATE SUPPORTING DOCUMENTATION	612
<p>Accurate supporting documentation, with respect to specific building information for unloading/loading is the responsibility of the party receiving said services. Should supporting documentation not specifically reference the party to be billed with respect to unloading/loading charges, said charges will be for the account of the party requesting said services.</p>	
SCHEDULING OF TRUCK APPOINTMENTS	614
<p>The appointment desk hours are 8:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m., Monday through Friday. All appointments will be coordinated through the appointment desk, and all parties connected with the delivery or receipt of general cargoes will be accorded equal access to available time slots on a first come first serve basis regardless of the party performing the loading/unloading service.</p> <p>Appointments are REQUIRED with at least 24 hours advance notice. In the event that the appointment is not kept, a charge of \$75.00 per truck will be assessed to the appropriate party.</p> <p>Coastal Cargo will not be responsible for any standby charges for delays to truckers. Please refer to 704 for details.</p>	(I)
<p>Effective: 07/01/06</p>	
SCHEDULING AND PLACEMENT OF RAILCARS	616
<p>The scheduling and placement of railcars shall be coordinated with the CCC Terminal Manager.</p>	
NORMAL WORKING HOURS	618
<p>For the purposes of delivery or receipt of general cargo, the normal work hours are Monday through Friday 7:30 a.m. to 12 noon and 1:00 p.m. to 4:30 p.m.</p> <p>For container delivery or receipt, the normal work hours are Monday through Friday from 8:00 7:30 a.m. to 12 noon and 1:00 p.m. to 5:00 4:30 p.m.</p> <p>Note:</p> <p style="padding-left: 40px;">All inbound drivers must be verified by yard manager and be in line with necessary paper work prior to 3:30 p.m. in order to be worked.</p> <p style="padding-left: 40px;">Receiving gate will close at 3:30 P.M. Monday through Friday excluding holidays.</p>	
CHARGES APPLICABLE ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS	620
<p>When the party makes prior arrangements for performing the service to load and/or unload cargo on Saturdays, Sundays or legal holidays, or at hours other than 7:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m. of regular working weekdays, the loading and/or unloading charges applicable to such operations shall be applied.</p>	
RESPONSIBILITY RAILCAR DEMURRAGE AT BERTH	624
<p>In performing the loading and unloading services as provided in this tariff, CCC shall be acting as the representative of the consignor or consignee of the cargo.</p>	

CCC shall not be responsible to the consignor or consignee of the cargo for any railcar demurrage accruing by reason of failure to load, unload, or use and properly and timely release such cars, or by reason of failure to timely notify the switching carrier of the unsuitability of particular railcars.

Under no circumstances shall CCC be responsible to the consignor or consignee of the cargo for railcar demurrage.

PALLETIZED/UNITIZED/SKIDDED CARGO

626

Applicable only for unitized cargo amenable to handling by one driver, one forklift machine. (Cargo such as but not limited to rebar, pipe, plate, rails, and project cargo that require more than one forklift machine to be billed at a rate listed under exceptions.)

(A)

A. Trucks, Vans and Trailer Rates (See below)

1. Lumpsum per truck, handled by standard forklift machines up to 11,000 pound capacity.....\$ 90.00
2. Lumpsum per truck, handled by forklift machines exceeding 11,000 pounds, but not greater than 15,000 pounds capacity.....\$105.00
3. Lumpsum per truck, handled by forklift machines exceeding 15,000 pounds, but not greater than 30,000 pounds capacity.....\$175.00
4. Over 30,000 pounds capacity.....By Special Agreement

B. Railcar Rates (See Note below)

1. Except as otherwise provided, the loading and unloading rate for railcars shall be lumpsum per boxcar.....\$350.00

3. Exceptions, rates per ton of 2000 lbs.:

	LOAD	UNLOAD
Kraft Liner Board		
less than 800 lb. rolls.....\$		\$7.75
800 to 1600 lb. rolls.....		5.55
over 1600 lb. rolls.....		4.30
Newsprint.....	5.55	5.55
Plywood, weight per unit including pallet		
500 pounds to 999 pounds....	11.65	7.80
1000 pounds to 1999 pounds..	10.40	7.05
2000 pounds to over.....	9.25	7.40
Rubber...Loaded 2 high in car..	5.45	
Loaded over 2 high in car..	6.25	
Wire or cable, metal or alloy, on reels or spools, weight per unit including steel		
500 pounds to 999 pounds....	11.65	7.80
1000 pounds to 1999 pounds..	10.40	7.05
2000 pounds to over.....	9.25	7.40
Woodpulp, in packages weighing		
less than 800 pounds.....	10.80	7.75
800 pounds up to 999 pounds..	10.80	6.70
1000 pounds and over.....	10.80	5.55
when unloaded from barges...	10.80	8.55

Note: An additional charge of \$20.00 per truck or railcar shall be assessed when special attachments such as barrel pickers, squeeze devices, etc. are required.

Effective:

NON-PALLETIZED, NON-UNITIZED CARGO

628

Applicable to trucks and railcars, except as otherwise noted. Rates per ton of 2,000 pounds.

(I)

	LOAD	UNLOAD
USDA bagged cargoes, railcar only	\$ -	\$12.25
Explosives.....	By Special Agreement	
Vehicles.....	By Special Agreement	

Iron and steel products (Coils, Skidded Coils, Wire Rod), Aluminum Ingots/T-bars, Plywood, lumber, or timber:

1. Lump sum per truck, handled by standard forklift machines up to 11,000 pound capacity.....\$ 90.00
2. Lump sum per truck, handled by forklift machines exceeding 11,000 pounds, but not greater than 15,000 pounds capacity.....\$105.00
3. Lump sum per truck, handled by forklift machines exceeding 15,000 pounds, but not greater than 30,000 pounds capacity.....\$175.00
4. Over 30,000 pounds capacity.....By Special Agreement

Exceptions to above listed rates:

- a. Lump sum per truck, when loading loose pipe, using appropriate fork lift machine, for flat bed trailers..... \$240.75
- b. Lump sum per truck, when loading steel beams, plate, bundled pipe, piles, rails, bars, billets, or sheets up to 40' using appropriate forklift machine on flat bed trailers..... \$175.00
- c. Lump sum per truck, when loading steel beams, plate, bundled pipe, piles, rails, bars, billets, or sheets over 40' using appropriate forklift machine on flat bed trailers..... \$240.75

All Other Articles: Rates furnished upon request.

NOTE: On mixed loads, the heaviest single lift will determine rate.

Effective:

DAMAGED CARGO

630

Rates furnished upon request

HEAVY LIFTS

632

The following heavy lift charges shall be assessed on each single piece or package of cargo weighing in excess of 6,000 pounds, only when such cargo is loaded and/or unloaded from or to open top railroad cars, trucks, vans and trailers and are in lieu of all other handling charges published in

(C,I)

Section Six of this tariff:

- A. Grading or road making implements, tractors and off-the-road trucks and parts thereof per net ton of 2,000 pounds..... \$13.00
- B. Cargo, not otherwise specified, and valued at not more than \$100,000 for a single lift per net ton of 2,000 pounds..... \$23.05
- C. When measured is greater than weight, rate will be based on measure in CBM (Cubic meters) vs. weight (in net ton of 2,000 pounds) per CBM (Cubic Meter)..... \$ 8.50
- D. Cargo, not otherwise specified, and valued over \$100,000 for a single lift shall be at a rate equal to the actual cost of labor/material plus 15 percent, and the prevailing equipment rental rate, and the cost of all-risk insurance, plus 15 percent.
- E. Self propelled units, per unit..... \$ 250.00

The above shall apply when either shore cranes or floating cranes are utilized.

In addition to the above rates when a shore crane is used a minimum 2 hour charge at \$425.00 per hour per truck shall apply. If any other crane rental is needed, this will be by special agreement and will be quoted separately.

When heavy lift cargo due to their size configuration or requirements for handling necessitates use of floating cranes, rates will be furnished upon request.

Effective:

HANDLING DAMAGE FREE EQUIPMENT	634
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Whenever the party performing the service is required to load/unload railcars or trucks, vans or trailers designated as damage free vehicles, there will be a charge of \$1.00 per ton of 2,000 pounds in addition to the commodity handling rate as compensation for work performed in handling bracings which are part of the vehicle.	(I)
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Effective:

CHARGES FOR SPECIAL CONSTRUCTION, BRACING AND STACKING	636
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Loading of cargo requiring special construction, bracing and stacking, in accordance with instructions and orders received prior to the loading operation, will be loaded at the applicable rate plus the actual cost of labor/materials plus 15 percent.	
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SPECIAL HANDLING EQUIPMENT CHARGES	638
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Handling commodities and heavy lifts, when because of their size, configuration or the construction of or location of the rail car or truck, must be loaded or unloaded to or from rail cars, barges or trucks by water derricks, floating cranes or mobile cranes, shall be by special agreement.	
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SPECIAL SERVICES

640

Any labor or material required for special services not covered in this tariff, including but not limited to making cargo available for sampling; bagging, boxing, crating or sacking any cargo; banding or wiring any cargo; reconditioning any cargo; coopering; papering floors, walls or doors of railroad cars, barges, lighters and trucks, vans and trailers, may be provided at cost of extra labor rate and materials plus 15 percent. See definition of LOADING AND UNLOADING in Sub-Rule 600 of this tariff.

Blocking, bracing, and securing to be billed at cost plus 15%. Labor for these services to be billed at the extra labor rate. Outside contractors, if required to be billed at cost plus 15%.

When it is necessary to burn metal bracings or lashings of cargo, the charge, in connection with the unloading of cargo for such special services, shall be actual cost of labor/materials and equipment plus 15 percent.

In the event the rail carrier fails, in its obligation to furnish rail cars, clean and otherwise suitable for the loading of freight, CCC shall have the option to reject such cars to the rail carrier, or enter into an agreement with the rail carrier to clean and/or otherwise make such car suitable for the safe loading of freight for account of the rail carrier, and the aforesaid charges for such special services shall be billed to the rail carrier at the actual cost of labor/equipment plus 15 percent.

CHARGES FOR SEGREGATION OF CARGO

642

When any railcar, truck, van or trailer (all hereinafter referred to as "vehicle") contains cargo of more than two shipping marks per vehicle and the cargo must be segregated by marks in accordance with the shipping document, the following segregation charges will apply on unloading, to be billed to the party delivering the cargo at the wharf or terminal facility:

Per Vehicle

- A. All articles, except cotton:
 - 3 to 8 marks per vehicle..... \$ 50.00
 - 9 to 13 marks per vehicle..... 78.00
 - Over 13 marks per vehicle..... 107.00

Per Bale

- B. Cotton in bales:
 - 3 to 5 marks per vehicle..... \$0.43
 - Over 5 marks per vehicle..... 0.64

Effective:

(I)

CHARGES FOR ACCUMULATION OF CARGO

644

When any vehicle requiring accumulation or assembly of cargoes of multiple marks/sizes or mixed bills of lading other than straight bill of lading, for loading to any vehicle, the following charge will apply in addition to any normal loading charge regardless of the party performing the loading service, to be billed to receiving party at the

(I)

wharf or terminal shall apply:

All articles in any of the above combinations:

3 to 4 marks/sizes per vehicle.....	\$ 50.00
5 to 8 marks/sizes per vehicle.....	107.00
Over 8 marks/sizes per vehicle.....	140.00

Effective:

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Section 5 - Service and Equipment Charges

POTABLE WATER, SPECIAL HARBOR SERVICES, EQUIPMENT, CONTAINER CRANES, OTHER	500
Refer to Port of New Orleans Dock Department Tariff for provisions.	

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Section 4 - Vessel Charges/Cargo Charges

FREE TIME FOR ASSEMBLING OUTWARD CARGO	400
<p>A vessel shall be allowed the use of assigned wharf space for a free time period of 30 calendar days, for the purpose of assembling outward cargo prior to arrival at her assigned outward berth.</p> <p>Exceptions</p> <p>A. Cargo may be assembled at assigned uncovered space for a free time period of 30 days. Upon expiration of the free time period, the adjusted demurrage assessed against said cargo will be charged at the standard demurrage rate.</p> <p>B. Commercial cargoes aggregating not less than 5,000 net tons by one shipper for outward movement aboard a single vessel may be assembled at assigned wharf space for a free time period of 30 days. Upon expiration of the free time period, the adjusted demurrage charge assessed against said cargo shall be assessed at the standard demurrage rate</p> <p>C. Cargo may be assembled at the wharf prior to the date assigned the lifting vessel for receiving outward cargo. The length of time for assembly and the granting of permission is based upon the Director of Operations sole judgement as to whether using the wharves would impede the movement of commerce. Vessels desiring to receive cargo prior to her assigned receiving date shall submit a written application to the Director of Operations.</p> <p>Lifting vessels of transshipped cargo desiring to be granted permission for said cargo to remain on the wharf following the expiration of free time allowed the inbound vessel until the lifting vessel's assigned assembly date shall submit a written application to the Director of Operations. The application shall be submitted prior to or within a reasonable time after the lifting vessel's assigned receiving date and a failure to submit the application shall result in charges against the inbound vessel as provided in Sub-Rule 420.</p> <p>The granting of any application under Exception C. shall subject all cargo received, prior to a vessel's assigned receiving date, to be charged at the standard demurrage rate</p> <p>Note 1 - The free time provided under exceptions A. and B. shall be subject to the availability of space.</p>	

Payment of Demurrage	
The vessel, her owners, charterers and agents shall be responsible for the payment of all demurrage charges. Payment of all charges are due prior to the release of cargo.	
Effective:	

OUTBOUND DEMURRAGE	402
<p>\$.65 per ton or fraction per day or fraction for the first seven days, \$2.00 per ton or fraction per day or fraction for each day thereafter.</p> <p>Note - All invoices subject to a minimum of \$35.00 per invoice.</p> <p>Demurrage charges shall cease upon commencement of loading operations of the vessel.</p> <p>The vessel, her owners, charterers, and agents shall be responsible for the payment of all outbound demurrage charges prior to the release of the cargo.</p> <p>At the option of the Director of Operations, the cargo may be sent to warehouse storage for account of whom it may concern.</p>	(I,D)
Effective: 03/01/03	

EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO	404
<p>Exception:</p> <p>When circumstances arise which, in the option of the Director of Operations, are considered beyond the control of the vessel or agent and prevent lifting her outward cargo, another vessel may be substituted to lift the cargo provided that the substitute vessel assumes the receiving date of the original vessel and pays all applicable charges. This substitution shall not be made after the original vessel begins to load her outward cargo. Once a vessel begins to load her outward cargo, any cargo not lifted shall be classified as shut-out cargo, subject to Sub-Rules 418 and 420.</p>	

WHARFAGE CHARGES	406
<p>Wharfage charges, based on Sub-Rule 408, shall be assessed on all cargo or freight whether of foreign or domestic origin, including mail:</p> <p>A. which is placed onto, transferred over or under wharves for handling to or from vessels; or</p> <p>B. which is delivered to or received from vessels by other watercraft: 1. when said vessels are occupying berths or moored outside other vessel(s) occupying a berth.</p> <p>Wharfage is solely the charge assessed against the cargo for use of the wharf and, but does not include charges for any other service.</p> <p>When cargo is placed on the wharves for outbound movement and is not subsequently loaded aboard a vessel but is removed from the wharves, the applicable wharfage shall be assessed.</p>	

Exceptions - Wharfage charges shall not apply to:
 1. Ship's stores and fuel intended for a vessel's own use.
 2. Restowed cargo discharged and subsequently reloaded aboard the same vessel.

GENERAL AND SPECIAL WHARFAGE RATES

408

A dunnage use fee of \$1.00/ST (2000 lbs) applies on all cargo that requires same in order to be stacked.

(A)

The rate of wharfage on all commodities shall be \$2.65 per short ton or fraction except as indicated below:

Note 1 - Cargo of a single shipper or receiver shall be subject to the assessment, solely by the vessel's agent, of a minimum wharfage billing charge of \$35.00 per ship's manifest.

Note 2 - No wharfage shall be assessed on the tare weight of cargo containers when loaded or partially loaded. Wharfage shall be subject to a minimum charge of \$2.65/st (2000 lbs) on the contents of each container. Cargo Containers shall include all containers used for the transport of cargo, constructed of metal, fiberglass, plastic, wood or other material, and usually 8' x 8' x 17', 20', 24' 35' 40' or 45' in dimension; but shall exclude the so-called vans used in connection with the shipment of household goods.

Note 3 - Cargo discharged from vessels to CCC wharves and transshipped on vessels calling another CCC facility shall not be subject to the payment of a second wharfage charge provided said cargo does not leave CCC's jurisdiction.

Effective:

COLLECTION AND PAYMENT OF WHARFAGE

412

Wharfage is due by the owners of the commodities on which wharfage is assessed, or due by the passengers carried on vessels for compensation. The collection and payment of same must be guaranteed by the vessels, her owners, charterers and agents, and the use of a wharf shall be deemed an acceptance and acknowledgement of this guarantee.

As compensation of said vessel and/or her agent for timely collection of wharfage, CCC at its sole option, may pay a collection fee for services rendered on collection of wharfage charges, subject to strict compliance by said vessel and/or her agent to Sub-Rule 802, Payment of Charges.

Within 10 working days after completion of all vessel operations, the vessel shall render to CCC certified manifests in either printed or electronic form, Bills of Lading or documentation approved in advance, 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 CCC for the purposes of computation and assessment of its tariff charges and maintaining record. Manifests in electronic form shall comply with the United States Customs Automated Commercial System or the Board of Commissioners of the Port of New Orleans and CCC.

Within 10 working days following the departure of a vessel carrying passengers for hire, such vessel shall submit to CCC certified manifests listing all such passengers so embarking and debarking.

A penalty of \$100.00 per day, not to exceed \$1000.00, shall be assessed against said vessels, her owners, charterers, and agents should they fail to render the cargo documentation in the form and within the period provided herein.

FACILITY USE FEE

413

Special rates for cargos handled for G.R.T. vessel: \$0.17/2000 lbs

(C,D)

Effective: 10/01/01

FREE TIME FOR INBOUND CARGO

414

The free time allowed on cargo discharged from a vessel onto wharves shall be 30 calendar days. Free time will begin at 0001 hours of the first day following final discharge of vessel and will terminate at 2400 of the last free day.

INBOUND DEMURRAGE CHARGES

416

(W,I)

Any portion of cargo discharged from a vessel remaining on the wharves after the expiration of free time shall immediately incur the following inbound demurrage charges:

- A. \$1.00 per ton or fraction per day or fraction for the first seven days;
- B. \$2.20 per ton or fraction per day or fraction for each day thereafter until cargo is removed from wharf.

Note - All invoices subject to a minimum of \$35.00 per invoice.

The vessel discharging the cargo, her owners, charterers and agents are responsible for the payment of demurrage charges before the cargo is removed from the wharf. It is not CCC's responsibility to give notice or advise the agent, principal, and/or shipper of expiration of free time or beginning of demurrage.

At the option of the Director of Operations, the cargo may be sent to warehouse storage for account of whom it may concern.

Effective: 03/01/03

REMOVAL OF SHUT-OUT CARGO

418

Should a vessel, occupying a berth, shut-out any cargo, the same must be removed from the wharf within 48 hours after the departure of the vessel from the wharf.

SHUT-OUT CARGO DEMURRAGE CHARGES

420

(I)

The demurrage charge for shut-out cargo is the standard demurrage rate, based on the tons of cargo shut-out by the vessel. The vessel shutting out cargo, her owners, charterers and agents shall be responsible for the payment of said charge. The charge shall commence the day after the vessel shutting out the cargo departs from her assigned berth and will cease on the date the lifting vessel begins receiving her additional cargo, or on commencement of regular dockage charges.

Within five days following the departure of the vessel shutting out cargo, the vessel shall render to CCC a

statement, properly certified, showing the weight and description of all such cargo shut-out by the vessel and such other information prescribed in CCC forms for the purposes of computation.

Effective: 10/01/01

DOCKAGE CHARGES FOR VESSEL - FOREIGN AND COASTWISE TRADES

422

Refer to Port of New Orleans Dock Department Tariff for provisions.

SHEDDAGE AND/OR MARGINAL TRACK USAGE CHARGE

424

Refer to Port of New Orleans Dock Department Tariff for provisions.

SCHEDULE OF DOCKAGE, SHEDDAGE AND/OR MARGINAL TRACK RATE

426

Refer to Port of New Orleans Dock Department Tariff for provisions.

COMPUTATION OF DOCKAGE

428

Refer to Port of New Orleans Dock Department Tariff for provisions.

DOCKAGE CHARGES FOR INLAND WATERCRAFT

430

Refer to Port of New Orleans Dock Department Tariff for provisions.

SHEDDAGE AND/OR MARGINAL TRACK USAGE - INLAND WATERCRAFT

432

Refer to Port of New Orleans Dock Department Tariff for provisions.

PAYMENT OF DOCKAGE, SHEDDAGE AND/OR MARGINAL TRACK USAGE

434

Refer to Port of New Orleans Dock Department Tariff for provisions.

MARITIME SECURITY

450

The Port of New Orleans and CCC are aware of the potential threat to the facilities and the movement of cargo posed by terrorists. The impact of a disruption in the flow of cargo as a result of terrorist activities could effect the businesses and citizens of this region and the nation.

In response to this threat, the Port of New Orleans, as member of the Gulf Seaports Marine Terminal Conference, is imposing the Cargo Security Fees listed in this section as

(I)

a means of partially defraying the expenses associated with implementing security initiatives required in the Maritime Transportation Security Act of 2002 and other federally-mandated regulations.	
A Cargo Security Fee shall be assessed on all cargo or freight handled by CCC as provided and described in Item 406 and Item 408 and shall be the same amount as the Cargo Security Fees detailed in the Board of Commissioners of the Port of New Orleans' Dock Department Tariff, FMC-T-No. 2, Section VII ("Security Charges"), Item 704 ("Cargo Security Fee"), as amended.	
Effective: 05/01/05	

CARGO SECURITY FEE	452																				
<p>(I)</p> <p>A Cargo Security Fee, based on the above, Item 450 ("Maritime Security"), as amended, shall be assessed on all cargo or freight as provided and as described in Item 406 ("Wharfage Charges") and Item 408 ("General and Special Wharfage Rates") handled by CCC:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Breakbulk</td> <td style="width: 10%; text-align: right;">\$0.12</td> <td style="width: 10%;">/ ton</td> <td style="width: 40%;"></td> </tr> <tr> <td>Bulk</td> <td style="text-align: right;">\$0.025</td> <td>/ ton</td> <td></td> </tr> <tr> <td>Liquid Bulk</td> <td style="text-align: right;">\$0.025</td> <td>/ ton</td> <td></td> </tr> <tr> <td>Cargo Containers</td> <td style="text-align: right;">\$2.30</td> <td>/ loaded</td> <td></td> </tr> <tr> <td>Rail Cars (loaded to/from ships)</td> <td style="text-align: right;">\$2.00</td> <td>/ loaded or empty</td> <td></td> </tr> </table> <p>Exception: The charges assessed herein shall not apply to activities described in Item 325 ("Terminal Use Fee-Barge Cargoes-Terminal Lessees") of the Board of Commissioners of the Port of New Orleans Dock Department Tariff FMC-T-No. 2.</p>	Breakbulk	\$0.12	/ ton		Bulk	\$0.025	/ ton		Liquid Bulk	\$0.025	/ ton		Cargo Containers	\$2.30	/ loaded		Rail Cars (loaded to/from ships)	\$2.00	/ loaded or empty		
Breakbulk	\$0.12	/ ton																			
Bulk	\$0.025	/ ton																			
Liquid Bulk	\$0.025	/ ton																			
Cargo Containers	\$2.30	/ loaded																			
Rail Cars (loaded to/from ships)	\$2.00	/ loaded or empty																			
Effective: 05/01/05																					

COLLECTION OF SECURITY FEES	454
<p>(I)</p> <p>The Cargo Security Fee shall be itemized as "Port of New Orleans Security Fee" on invoices submitted for payment to the responsible party and shall be paid to CCC. The provisions of Item 412 ("Collection and Payment of Wharfage") shall apply to this fee.</p>	
Effective: 05/01/05	

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Section 3 - Use of CCC Terminals

APPLICATION OF BERTH	300
Refer to Port of New Orleans Dock Department Tariff for provisions.	
DEMURRAGE ON VESSELS	302
CCC does not assume responsibility for demurrage to vessels under any circumstances. This item is not to be construed as requiring any user of facilities or premise to indemnify CCC for any portion or percentage of losses, if any, caused by the negligence of CCC, its' agents or employees.	
VACATING OF BERTHS	304
Refer to Port of New Orleans Dock Department Tariff for provisions.	
BERTH PRIVILEGE	306
Refer to Port of New Orleans Dock Department Tariff for provisions.	
TERMINAL USE FEE	308
<p>All persons allowed use of CCC facilities for the purpose of performing stevedoring services, pursuant to an application filed in accordance with Sub-Rule 300, shall be assessed a Terminal Use Fee. The use of CCC facilities for these purposes shall be deemed an acknowledgment and acceptance of the terms, conditions and obligation contained herein.</p> <p>The fee, due solely by the party performing the service(s), is in addition to any other charge(s), including any Dock Board tariff charges, and shall be based on the number of net tons of all cargo handled at the facility and assessed as follows:</p> <p>(1) Per net ton of bulk cargo \$.10 (2) Per net ton of all other cargo \$.95</p> <p>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>	
LICENSED - INDEPENDENT LIFT TRUCK OPERATORS	310
Coastal Cargo Company, Inc. reserves the exclusive right to provide all loading and unloading services, as defined in Sub-Rule 600, at CCC Facilities.	(W)
Effective: 09/16/04	
PROJECT CARGO SPACE UTILIZATION AGREEMENTS	312

CCC facilities may be made available for the accumulation and subsequent export of project cargoes at rates and pursuant to terms which are subject to negotiation.	
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Section 2 - General Rules and Regulations

CONSENT TO THE TARIFF	200
Use of the wharves, other facilities or property under the jurisdiction of Coastal Cargo Company, Inc. (then hereafter referred to as CCC) shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, characters and agents, or other users to pay all applicable charges and abide by all rules and regulations of CCC, and abide by the rules and regulations of this tariff.	
INTERPRETATION OF TARIFF	202
CCC shall be the sole judge as to the interpretation of this tariff.	
PROHIBITED ACTIVITIES	204
The following activities are prohibited: A. Smoking on or in the wharves or other facilities under CCC jurisdiction and the approaches within 50 feet of the wharves or facilities, except in specially designated areas. B. Smoking on the open deck or in the hold of any vessel moored at a wharf in the Port of New Orleans under CCC's jurisdiction or tied to another vessel made fast thereto, as well as throwing any lighted object from a vessel. C. The obstruction of any fire fighting appliance or apparatus on or in any wharf or roadway. D. The removal or breaking of the wire seals on fire hoses or fire water valves on or in the wharves, or the use of water from said hoses or valves, for purposes other than extinguishing a fire. The Grantee of Berth shall immediately report any broken seals to the Terminal Manager. E. Unauthorized storage of gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene in the wharf warehouse. Gasoline, distillate or liquid petroleum products will be permitted to be received on a wharf for a vessel at the dock, but shall not be permitted to remain on the dock overnight, nor be placed in close proximity to cotton, flour or other contact-sensitive freight. Packages in a leaky condition shall not be permitted to be placed upon the wharves for shipment; such packages received as inbound cargo shall be removed from the wharf at once. F. Storage or overnight parking of automobiles or trucks in or on the wharves, except as otherwise provided herein. The housing of gasoline operated truck lifts and similar equipment may be permitted only after an inspection and receipt of written permission from the Terminal Manager. G. Operating any vehicle on any wharf when, in the discretion of the Terminal Manager, the vehicle interferes with the efficient operation of the wharf.	

- H. Dumping of oil, oily wastes or grease or other refuse matter into the waters of the Port of Greater New Orleans. Engaging in this activity shall be in violation of National, State and Board laws and ordinances.
- I. Blowing tubes with blowers or mechanical process or emitting dense smoke by any vessel within the corporate limits of the city of New Orleans. Engaging in this activity shall be a misdemeanor under the ordinances of the City of New Orleans and punishable by a fine from \$25.00 to \$100.00 and/or 90 days imprisonment.
- J. Obstructing any facility by any stevedore grantee use of facility by stevedore's tools, vehicles, shore cranes, floating equipment, other equipment, material, debris or any other objects which are not part of cargo is strictly prohibited. Should violation of this regulation result in impediment, delay, standby, or loss or production of any vessel and/or terminal activity, violators will be held fully liable for all cost and legal fees associated, plus a 15% penalty of all associated costs for administrative processing.
- K. Failing to maintain 10 feet clearance from the nearest rail of any railroad, the obstruction of the free passage of any rail car, and endangering the safety of rail cars or operating personnel. Engaging in this activity shall be in violation of the ordinances of the City of New Orleans.
- L. Vessel operations that exceed loading and strains posted on or in the wharf, or otherwise designated by CCC.
- M. Oxyacetylene, electric or any other welding or burning or other "hot work" involving use of any open flames or heat on any wharf or inside any shed or covered facility operated or administered by CCC unless a current permit issued by the Harbor Police Department is obtained and posted at the site where cutting, welding, fumigating, shrink-wrapping of any materials with a system involving an open flame or any 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 176.54 and 33 CFR 126.15 are applicable to vessels and facilities respectively where dangerous cargo is involved.

Note: Any person engaging in activities listed above may be in violation of the Port Authority, City, State or National ordinances, which are punishable by a fine not more than \$500.00 and/or six months imprisonment, in the discretion of the Court.

FIRE SIGNAL	206
Where fire occurs on board any vessel moored, docked or affixed in any fashion to facilities under the jurisdiction of CCC, the vessel shall sound five prolonged blasts of the whistle or siren, each blast to be four to six seconds duration. Such signal may be repeated at intervals to attract attention and shall be used in addition to other means of reporting a fire.	

CLEANING OF WHARF	208
It is the responsibility of the vessel and Grantee of Berth	

or in instances of outside operators functioning as set forth in this tariff to clean, promptly, the wharf upon completion of loading/unloading operations. All certified dunnage, trash or debris must be removed and the wharf must be placed in a sanitary condition. Failure to maintain such state of cleanliness and sanitary condition shall entitle CCC, in its discretion, on one-hour's notice, to either contract with private contractors to clean such area or clean the area with CCC employees and the Grantee or vessel responsible for cleaning shall be obligated to pay to CCC the contract or actual cost plus a minimum of \$1500 per vessel call as a penalty. Any repeated failure of the Grantee to promptly clean the assigned area, after notice by the Terminal Manager as aforesaid, shall be cause for immediate cancellation of use of Berth.

MINIMUM INSURANCE REQUIREMENTS

210

Grantees of Berth or in instances of outside operators functioning as set forth in this tariff shall be responsible for furnishing to CCC evidence of insurance coverage, including but not limited to Worker's Compensation, Comprehensive General Liability, Stevedore and Terminal Operator's Liability and such other insurance, in such form and with such minimum limits as CCC may require.

Failure to obtain and retain or submit evidence of the insurance coverages required by CCC shall constitute cause for denying the use of CCC facilities or immediate cancellation of use of facilities.

DAMAGE TO CCC PROPERTY

214

- A. In the event any damage is caused to CCC and/or Board properties, the vessel or parties causing such damage, and the vessel or parties to whom such property has been assigned, or who are using or occupying same under any provision of the CCC tariff, including instances of outside operators functioning as set forth in this tariff, shall give a full report to CCC, including the date and time the damage occurred, a description thereof, the names, addresses and business connections of such vessels or parties causing such damage and the witnesses to the occurrence, and all other available pertinent facts and information.
- B. Each vessel, her owners, characters and agents, to whom any CCC and/or Board property has been assigned, or who are using or occupying same under any provision of this tariff, shall be held responsible and shall be liable, severally, jointly and in solido, for any and all damage occurring to such property and the expense of the repair or replacement of such property; except as provided in subparagraph C.
- C. Any such vessel described in subparagraph B. above may be released from such liability aforesaid upon furnishing to CCC sufficient facts, evidence and other proof legally establishing the identity of the party or parties causing, or contributing to the cause of, any damage to such CCC and/or Board property; provided that the vessel described in subparagraph B. has not contributed to the cause of any such damage. Where the damage to CCC and/or Board property is directly caused by any other watercraft, the vessel described in subparagraph B. 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.
- D. Where sufficient facts are furnished under subparagraph C., or the damaged CCC and/or Board property has not been assigned to a vessel, or is not used or occupied by a vessel under any provision of this tariff, the vessels

and all parties responsible for damage to or destruction of CCC and/or Board property shall be held liable for the expense of the replacement or repair of the property.

CCC HELD HARMLESS

216

Each vessel, her owners, characters and agents, or any outside stevedore to whom CCC and/or Board property has been assigned or allowed use of, or who are using or occupying same under any provision of this tariff, shall be responsible for and shall be liable for, severally, jointly and in solido, or in instances of outside operators functioning as set forth in this tariff shall be responsible for and take over and administer, any and all claims in any manner arising out of or connected with the performance of loading/unloading services by such User of the Berth, or in instances of outside operators functioning as set forth in this tariff, including, but not limited to, any and all claims for bodily injury, death, or property (including cargo) damage, loss or shortage and/or for detention, demurrage or delay and shall defend, indemnify and hold harmless CCC from and against any and such claims, provided, however, that this provision will not relieve CCC from any liability which may arise out of its negligence.

RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO

218

Shippers or receivers of cargo, the vessel, her owners, charterers, and agents, or in instances of outside operators functioning as set forth in this tariff, must protect such cargo from loss or damage from any cause, including but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage, decay, seepage, heat, cold, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, defects or leaks in or around buildings or other structures, war, riots, strikes, civil commotion, acts of third persons, or other causes whatsoever, provided however that this provision will not relieve CCC from any liability which may arise out of its own negligence.

SUBSTANCE ABUSE POLICY

220

CCC 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, CCC has adopted a substance abuse policy to maintain safety, productivity and quality standards among its employees. CCC recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Substance Abuse Policy to that end.

It is similarly the goal of CCC to provide a safe workplace for all those employed on property under the jurisdiction of CCC. No person by whoever employed may work on properties under the jurisdiction of CCC while under the influence of alcohol or illegal drugs. Each employer of individuals in the instances of outside operators functioning as set forth in this tariff 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.

RESPONSIBILITY FOR RAILROAD CLEARANCE

222

Each vessel, her owners, charterers, agents, or in instances

of outside operators functioning as set forth in this tariff, or outside stevedores allowed use of any facilities under the jurisdiction of CCC, or who is using or occupying the same under any provision of this tariff, shall be responsible severally, jointly and in solido for the maintenance of clearances of 10 feet from the center line of any railroad tracks, in order to comply with railroad clearance requirements for switching.

MOVING VESSELS TO PROTECT OR TO FACILITATE NAVIGATION/COMMERCE

224

Refer to Port of New Orleans Dock Department Tariff for provisions.

TOWING AND SHIFTING OF VESSELS

226

Refer to Port of New Orleans Dock Department Tariff for provisions.

WAIVER OF SUBROGATION UNDER FIRE POLICIES

228

CCC waives and relinquishes any and all claims, demands, actions and rights of action, which it may hereafter have or acquire against any person for or on account of any loss or damage to CCC and/or Board property covered by a berth assignment, or by berth privilege, resulting from fire or explosion, to the extent only that the same is covered by policies of insurance carried by CCC and to the extent only that this waiver does not vitiate such insurance under the terms thereof. The word "person" includes the grantee of a berth assignment, the holder of a berth privilege, their agents, employees and principals, the vessel or craft using the wharves or other facilities in connection with the business of such grantee or holder, her owners, charterers, operators and agents, as well as the contracting stevedores and other subcontractors of any of the foregoing, and all others entering upon or using such wharves or other facilities in connection with the business of any of the foregoing, and the underwriters of each of the foregoing. Nothing herein shall effect loss by or injury to anyone than CCC.

AUDIT OF MANIFESTS AND OTHER DOCUMENTS

230

The vessel, her owners, charterers and agents, Grantees of Berth Privilege, or in instances of outside operators functioning as set forth in this tariff, shall permit CCC 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 CCC such other documentation, reports or information as it may require, for purpose of audit so as to secure necessary data to permit correct billing for charges incurred under this tariff. Failure to provide such information upon request will constitute cause for denial of use of CCC facilities.

MEASUREMENT OF A VESSEL

232

Refer to Port of New Orleans Dock Department Tariff for provisions.

COMPUTATION OF TIME

234

Refer to Port of New Orleans Dock Department Tariff for provisions.

REGULATION OF MOTOR VEHICLE TRAFFIC	236
The Terminal Manager has authority to regulate motor vehicle traffic on CCC facilities. The Traffic Management of CCC provides specific regulations for the operation of motor vehicle on CCC facilities.	

HANDLING CLASS "1" EXPLOSIVES	238
Persons desiring to handle, load, transport or discharge commercial Class "1" or military explosives shall file a written application with the Director of Operations in accordance with the rules and regulations of the Port, which the application shall be accompanied by all permits or approvals required by applicable local, state or federal laws, regulations or ordinances.	

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Symbols/Access/Governing Law

SYMBOLS		001
A.	Rate Basis Codes	
	Code Definition	
	AV Ad Valorem	
	EA Each (as defined)	
	LS Lump Sum	
	M Measure	
	MBF 1000 Board Feet	
	PC Per Container	
	W Weight	
	WM Weight/Measure	
B.	Shipment Service Types	
	Code Definition	
	B Barge	
	D Door	
	H House	
	M Motor	
	O Ocean Port	
	P Pier	
	R Rail Yard	
	S Container Station	
	T Terminal	
	U Rail Siding	
	X Team Tracks	
	Y Container Yard	
C.	Shipment Stowage Location Codes	
	Code Definition	
	BS Bottom Stowage	
	N/A Not Applicable	
	OD On Deck	
D.	Container Type Codes	
	Code Definition	
	AC Atmosphere Control	
	DF Drop Frame	
	FB Flat Bed	
	FR Flat Rack	
	GC Garment Container	
	HH Half-Height	
	IN Insulated	
	N/A Non-containerized cargo/not applicable	

OT	Open Top
PC	Dry
PL	Platform
RE	Reefer
TC	Tank
TL	Top Loader
TR	Trailer
VR	Vehicle Racks

E. Container Size Codes

Code	Definition
LTL	Less Than Load
20	20 FT
24	24 FT
35	35 FT
40S	40 FT, 8'0"
40	40 FT, 8'6"
40A	40 FT, 9'0" High Cube
40B	40 FT, 9'6" High Cube
40X	40 FT, Any Height
42	42 FT
43	43 FT
45S	45 FT, 8'0"
45	45 FT, 8'6"
45A	45 FT, 9'0" High Cube
45B	45 FT, 9'6" High Cube
45X	45 FT, Any Height
48	48 FT
53	53 FT
N/A	Not Applicable

F. Container Temperature Codes

Code	Definition
AC	Artificial Atmosphere Control
CLD	Chilled
FRZ	Frozen
HTD	Heated
N/A	Not Applicable/Not Operating
RE	Refrigerated
VEN	Ventilated

G. Volume Units

Code	Definition
CBM	Cubic Meter
CFT	Cubic Feet

H. Weight Units

Code	Definition
KGS	Kilograms
KT	1000 KGS (Metric Ton)
LBS	Pounds
LT	Long Ton (2240 LBS)
ST	Short Ton (2000 LBS)

I. Packaging Codes

Code	Definition
BAG	Bag
BAL	Bale
BBL	Barrel
BDL	Bundle
BEM	Beam
BIC	Bing Chest
BIN	Bin
BLK	Bulk
BOB	Bobbin
BOX	Box
BRG	Barge
BSK	Basket/Hamper
BUS	Bushel
BXI	Box, with Inner Container
BXT	Bucket
CAB	Cabinet
CAG	Cage
CAN	Can
CAR	Carrier
CAS	Case
CBC	Containers of Bulk Cargo
CBY	Carboy
CCS	Can Case
CHE	Cheeses
COR	Core
CRD	Cradle
CRT	Crate
CSK	Cask
CTN	Carton
CYL	Cylinder
DBK	Dry Bulk
DRK	Double-length Rack
DRM	Drum
DSK	Double-length Skid
DTB	Double-length Tote Bin
FIR	Firkin
FLO	Flo-Bin
FRM	Frame
FSK	Flask
FWR	Forward Reel
HED	Heads of Beef
HGH	Hogshead
HPC	Hopper Car
HPT	Hopper Truck
HRB	On Hanger/Rack in Boxes
HRK	Half-Standard Rack
HTB	Half-Standard Tote Bin
JAR	Jar
KEG	Keg
KIT	Kit
KRK	Knockdown Rack
KTB	Knockdown Tote Bin
LBK	Liquid Bulk
LIF	Lifts
LOG	Log

LSE	Loose
LUG	Lug
LVN	Lift Van
MRP	Multi-roll Pak
NOL	Noil
NST	Nested
PAL	Pail
PCK	Packed - Not otherwise specified
PCS	Pieces
PIR	Pirns
PKG	Package
PLF	Platform
PLN	Pipeline
PLT	Pallet
POV	Private Vehicle
PRK	Pipe Rack
QTR	Quartrs of Beef
RAL	Rail (Semi-conductor)
RCK	Rack
REL	Reel
ROL	Roll
RVR	Reverse Reel
SAK	Sack
SHK	Shook
SID	Sides of Beef
SKD	Skid
SKE	Skid, Elevating or Lift Truck
SLV	Sleeve
SPI	Spin Cylinders
SPL	Spool
TBE	Tube
TBN	Tote Bin
TIR	Trailer Interchange Receipt
TKR	Tank Car Rail
TKT	Tank Truck
TLD	Intermodal Trailer/ Container Load (Rail)
TNK	Tank
TRC	Tierce
TRK	Truck and Chest
TRY	Tray
TSS	Trunk, Salesmen Sample
TUB	Tub
UNP	Unpacked
UNT	Unit
VEH	Vehicles
VPK	Van Pack
WHE	On Own Wheels
WLC	Wheeled Carrier
WRP	Wrapped
N/A	Not Applicable

J. Filing/Amendment Type Codes

Code	Definition
A	Increase
C	Change resulting in neither increase nor decrease in rate or charges.
E	Expiration (used with "A" if the deletion results in the application of a higher "cargo, n.o.s." or similar rate)
I	New or initial matter
K	Rate or change filed by a controlled common carrier member of a conference under independent action.
P	Addition of a port or point
R	Reduction
S	Special Case matter filed pursuant to Special Permission, Special Docket or other Commission direction, including a correction amendment to, or resubmission (after notice of intent to reject) of, Essential Terms; filing of material to put tariff in order after rejection or overturning a rejection; or, filing of tariff data after suspension, such as for domestic carriers and controlled carriers. Requires "Special Case Number."
T	Terminal Rates, charges or provisions or canal tolls over which the carrier has no control.
W	Withdrawal of an erroneous filing on the same filing date.
X	Exemption for controlled carrier data in U.S./bilateral trades or in trades served exclusively by controlled carriers.

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