

PORT OF BENTON

TERMINAL TARIFF NO. 001

NOTICE:

The electronic form of the Terminal Tariff will govern in the event of any conflict with any paper form of the Terminal Tariff. Electronic version of the current Terminal Tariff is located at the Port of Benton website at: [Barge Slip & High Dock - Port of Benton](#)

Naming: Rules, Regulations and Rates for:

Wharfage, Wharf Demurrage, Dockage and Other Services and Requirements.



Issued by:

Port of Benton

3250 Port of Benton Boulevard, Richland, WA 99354

509-375-3060

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1.0 ABBREVIATIONS & TABLES

Abbreviations	
%	Percent
B/L	Bill of Lading
CT	Cubic Tons
FBM	Foot Board Measure
KGS	Kilograms
LF	Linear Foot
MT	Metric Ton
NOS	Not Otherwise Specified
S/T	Short tons (2,000 pounds)
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure

Equivalents and Metric Conversion Tables	
1 Centimeter	0.3937 Inches
1 Meter	39.37 Inches
1 Foot	0.3048 Meters
1 Meter	3.2808 Feet
1 Yard	9144 Meters
1 Kilogram	2.2046 Pounds
1 Pound	0.4536 Kilograms
1 Metric Ton	2204.6 Pounds
1 Long Ton	2240 Pounds
1 Short Ton	2000 Pounds
1 Centimeter	0.3937 Inches
1 Meter	39.37 Inches
1 Foot	0.3048 Meters

2.0 DEFINITIONS

Dockage: The charge assessed against ocean or river vessels for berthing at a wharf, piling structure, pier, bulkhead structures, bank or for mooring to a vessel so berthed.

Free Time: The specified period during which cargo may occupy space assigned to it on terminal property free of Wharf Demurrage or Terminal Storage Charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the Vessel.

General Cargo Berth: A charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge or lighter) when berthed at a wharf, pier, bank or ship moored in a slip adjacent to wharf.

LOA / Length Overall: The overall length of a watercraft measured from the most forward point at the beam to the aftermost part of the stern of the watercraft.

Vessel: Every description of watercraft or other artificial contrivance, whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner, disponent owner, and/or charterer thereof.

Wharfage: The charge assessed against any freight, cargo, goods placed in a transit shed or on a wharf, or passing through, over or under a wharf or Port terminal; or transferred between vessels or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, or piling of freight or charges for any other services.

Wharf Demurrage: A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage.

3.0 VESSEL BERTH APPLICATION

FORM
Application for Vessel Berth Reservation
 (See Notes and Conditions)

RESERVATIONS OF A BERTH IS REQUESTED AT THE PORT OF BENTON

Vessel		Date	
Voyage No.	LOA	ETA	ETD
Vessel Owner/Line		Vessel Charterer	
To Load <i>(Commodity Type and Amount/No. of Containers)</i>		To Discharge <i>(Commodity Type and Amount/No. of Containers)</i>	
Terms of Affreightment			
Agency Firm		Authorized Individual	

Notes and Conditions

Note 1: Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port Tariff and to the timely filing of the State of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

Note 2: Each application and work plan will be reviewed by the Port on a case-by-case basis to determine whether, in the Port's judgment, the applicant is financially responsible and has demonstrated that the work will be performed in compliance with environmental standards. The proposed work and monitoring requirements will be evaluated. The Port reserves the right to deny permission to perform the work; to order the discontinuance of the work altogether, or stop a particular job, as the Port determines is necessary.

For Port Use Only	
Application Received By	Time/Date
Application Approved By	Time/Date
Berth Assigned	Vessel ETA
Special Crane or Cargo Handling Equipment Required	

**Berth Reservation
Supplement to
Application**

Vessel _____ LOA _____ ETA _____ ETD _____
 Vessel Draft _____
 Vessel Owner/Line _____
 Vessel Charterer _____
 To Load _____
 Terms of Affreightment _____
 To Discharge _____
 Terms of Affreightment _____

Note: Separate submissions of this document are required when the vessel affreightment for part of the freight differs from the terms of affreightment for any other part of the cargo.

<u>CATEGORY OF Port Charges</u>	<u>PARTY RESPONSIBLE for Payment</u>	<u>ESTIMATED Dollar Amount</u>	<u>FOR PORT Use Only</u>
Dockage	_____	_____	_____
Wharfage	_____	_____	_____
Misc. Services	_____	_____	_____
Other	_____	_____	_____

Total of estimated charges: _____

Pursuant to the instructions set forth in the above Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above named vessel, and attests to the accuracy of the information provided to the extent set forth above.

Date _____
(berthing agent)

By _____

By _____
(as agent only)

4.0 INTRODUCTION

Port: The term "Port" used hereinafter shall be held to mean The Port of Benton, Richland, WA, Benton County USA.

Facility User: is defined as persons, firms or corporations authorized invited or providing services, labor, material, supplies or equipment on Port barge terminal facilities, or who are using or receiving the services of the Port and/or its terminal facilities. Facility User includes, but is not limited to, owners and operators of vessels, ocean carriers, inland water and land carriers (including truck and rail), and the owners, shippers and consignees of cargo or merchandise.

5.0 APPLICATION OF TARIFF

- A. Notice to Public: This tariff is published as required by law and is, therefore, notice that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.
- B. Tariff Effective: The rates, charges, rules, and regulations named in this tariff for services and facilities (including the terminals and/ or wharves of the Port), shall be applicable on and after the effective date of this tariff, or the effective date of any amendment hereto.
- C. Use of Facilities Deemed Acceptance of Tariff: Use of wharves or facilities shall be deemed an acceptance of this tariff, and the terms and conditions named herein.
- D. All Rights Reserved: Right is reserved by the Port to furnish all equipment, supplies and material and to perform all services on the terminals under rates and conditions named herein.
- E. Facility Users' Requests and Complaints: Requests and complaints from Facility Users on matters relating to the rates, rules, and regulations contained in this tariff must be made to the Port of Benton, 3250 Port of Benton Blvd, Richland, WA 99354 (509) 375-3060.
- F. Reservation of Agreement Rights: The Port reserves the right to enter into agreements with carriers, shippers, and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state, and federal laws governing the civil and business relations of all parties concerned.

6.0 CLAIMS

- A. Claims against the Port for loss of or damage of freight must be filed with the Port, in writing within six (6) months following initial receipt at the Port. The Port will not be liable for claims for loss or damage of freight or merchandise when claimant is in a

direct business/contractual relationship with a lessee of the Port or with owners of business or industries in the Port unless the loss is due to negligence of the Port.

- B. Claims for recovery of overcharges must be filed in writing with the Port within six (6) months following the date of invoice against which overcharge is claimed.
- C. The Port will not be responsible for any loss, damage, or delay of cargo which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence of the Port.
- D. Himalaya Clause: It is hereby expressly agreed between the Port and any Facility User that as a condition and in consideration of using Port facilities, the Port, as well as any and all its employees, servants, agents and/or independent contractors used or employed in connection with the performance of any of the Facility Users' obligations under their various Bills of Lading, shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, the Port shall have the benefit of all rights, defenses, exemptions from or limitation on liability and immunities of whatsoever nature to which the Facility User(s) are or may be entitled under the provision of any Bill of Lading or by law so that the Port shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Facility User(s) themselves.

7.0 ACCEPTANCE OF FREIGHT

- A. Right to Refuse Freight: The Port reserves the right to refuse to permit vessels to discharge:
 - a. Freight for which previous arrangements have not been made with the Port.
 - b. Freight deemed offensive, perishable, or hazardous.
 - c. Freight, the value of which may be determined as less than the probable terminal charges.
- B. Right to Withhold Delivery of Freight: The right is reserved to withhold delivery of freight until all accrued charges and advances against said freight have been paid in full.
- C. Right to Sell Freight: Freight on which unpaid terminal charges have been accrued may be sold to satisfy such charges and costs, after proper notice and reasonable opportunity to pay have been made.
- D. Freight at Owners Risk: Owner, shipper, consignee, or carrier as responsibility may appear shall assume all risk of loss or damage to all cargo, including glass, liquids and fragile articles, freight on open ground or open wharf, log or lumber rafts, and all water craft, if and when permitted by terminal operator to be moored in slips, at moorage dolphins, at wharves, or alongside vessels except to extent such losses or damages are occasioned by any acts or omission of the Port, its employees or agents.

8.0 COLLECTIONS AND GUARANTEES OF CHARGES

A. Collection and Guarantee of Charges: Use of Port facilities or service is conditioned upon satisfactory assurance to the Port by the Facility User that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

Payment terms are cash unless the Facility User, prior to the use of Port facilities or service, has established credit worthiness acceptable to the Port, and has been relieved of cash payment requirement by the Port.

The Port may require payment of charges in advance.

B. Terms of Payment: Terms are cash in advance unless credit is extended by the Port. No pending or alleged claims against the Port will be allowed as an offset.

C. The Port reserves the right to refuse use of the Port facilities to any Facility User whose account(s) are in arrears.

9.0 INSURANCE

The rates and charges provided in this Tariff do not include any amounts for insurance coverage, and expressly do not include insurance to protect Facility User's interest in any vessels, equipment, materials, supplies, cargo, merchandise, or any other property while at or moving over the terminal facilities or any Port property. Except as otherwise provided in a separate written agreement between the Facility User and the Port, every Facility User shall comply with the insurance requirements set forth below.

Every Facility User or any other party using the Port terminal facilities shall obtain and maintain the following insurance coverages:

A. Workers Compensation Insurance: Worker's Compensation Insurance (including Longshoremen and Harbor Workers Act and/or Jones Act coverage if applicable). This coverage is required under Federal and State statutes for all the Party's employees performing their work.

B. Commercial General Liability and/or Comprehensive Marine General Liability: Commercial General Liability insurance policy must be secured and include automobile liability, broad form contractual liability and broad form property damage covering property in the insured's care, custody and control. This insurance shall cover claims against the insured for bodily injury, personal injury, death or property damage occurring on, in or about any vessel being loaded by a party on Port premises and adjoining areas. Such insurance shall contain coverage in an amount

not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

- C. Automobile Liability insurance: In the event that motor vehicles are used in connection with the Facility User's business or operations at the marine terminal facilities, each Facility User shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of the Facility User's motor vehicles (including owned, hired and non-owned motor vehicles) on and around the Terminal.
- D. Every Facility User shall submit the appropriate certificate of insurance evidencing the coverage under such policy of insurance. This certificate shall name the Port as an additional insured with respect to use of the facilities and shall provide that the Port be given 30 days prior written notice of cancellation.

All insurance to be carried by User shall be primary to and not contributory with any similar insurance carried by the Port, whose insurance shall be considered excess insurance only.

10.0 HOLD HARMLESS & INDEMNITY

- A. Hold Harmless and Indemnify: Except for that portion resulting from the negligence of the Port, if applicable, Facility User(s) shall indemnify and hold harmless the Port from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or arise from or grow out of the use of Port facilities.
- B. Responsibility Limited: The Port will not be responsible for any loss or damage caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, lots or pilings required in breasting vessels away from wharf, nor will it be answerable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots, or strikes of any persons in its employ or in service of others or from any consequences arising therefrom, except, the Port shall not be relieved from liability for its own negligence.

11.0 DOCKAGE

- A. Definition: The charges assessed against ocean or river vessels for berthing at a wharf, piling structure, pier, bulkhead structures, or bank, or for mooring to a vessel so berthed.
- B. Types of Facilities: Two types of berthing facilities exist at the Port of Benton:
 - a. High Dock – Sheet pile bulkhead with exposed wall and 14' draft.
 - b. Barge Slip (Low Dock) – Concrete berth with slip size 60' wide 100' long (this

facility is not usable at all water depths).

C. Calculation: The period of time upon which dockage will be assessed for berths shall commence when the vessel is made fast and shall continue until departure.

No deductions from the dockage assessed will be made for weekends, holidays, or because of weather or other conditions which occur during the dockage period.

D. Basis for Computing Charges: Dockage charges shall be based on the overall length of the vessel as published in the most current edition of *Lloyds' Register of Shipping* at the time the vessel is berthed. Should length figures not be available from that source, the Port may accept information from the vessel's official papers or measure the vessel.

Vessels berthed at terminals may request lay status at idle berths. Lay status may be granted, at the discretion of the Port, at idle berths prior to or after the conclusion of cargo loading or embarking/disembarking passengers. The request for lay status must be received by the Port prior to the vessel's departure. The dockage charge for lay berth status shall be calculated at 30% of the applicable dockage rates as published in this item or a minimum of \$106 per 24-hour period or fraction thereof, whichever creates the greater revenue.

Vessels on lay status seven (7) consecutive days or longer may be granted special lay berth status when berths are available.

Vessels at berth, making alterations or repairs, shall pay dockage of \$1.65 per foot in length overall (LOA) per day. After the first 24 hours at berth, vessels will be charged at one-half (½) the applicable rate per 24-hour period or portion thereof.

E. Periods: Dockage shall be assessed in 24-hour increments or fractions thereof for all berths.

F. Late Charges: For all invoices not paid within 60 days of the date of billing, there will be assessed a 1.5% charge per month of the total billing.

G. High Dock and Barge Slip (Low Dock) Terminals

LOA Feet		LOA Meters		Charges per 24-hour Day
0	100	0	30.38	\$321.79
100	150	30.48	45.72	\$448.16
150	200	45.72	60.96	\$604.28
200	300	60.96	91.44	\$913.32
300	350	91.44	106.68	\$1,141.65
350	375	106.68	114.30	\$1,380.60
275	400	114.30	121.92	\$1,593.00

Dockage charges for vessels over 400 ft. (121.92 Meters) in overall length shall be \$4.00 per 24 hours for each foot of overall length (or fraction thereof) in excess of 400 feet (121.92 Meters), in addition to the above rate of \$1,593. Dockage rates are charged per 24-hour period.

12.0 BERTHING ARRANGEMENTS

- A. No vessel will be permitted to berth at a wharf or terminal facility of the Port without having first made an application for a berth assignment and without such an assignment having been granted by the Port for the Berth. Applications for berth assignment must be made at least ten (10) days in advance of the arrival of vessel and must specify ETA, ETD and the nature and quantity of freight to be loaded or discharged.
- B. Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel for a specific time period.
- C. Berth assignments made by the Port are subject to alterations and revocation under the following conditions.
 - a. Vessel assigned lay status may be ordered to vacate when the Port, at its sole discretion, determines the berth is required for a vessel desiring to load, discharge cargo or make repairs.
 - b. Any vessel experiencing delays for any reason in cargo loading or discharging operations may be ordered to vacate the berth at the sole discretion of the Port.
 - c. Whenever the Port determines that a congested condition exists, any vessel on berth may be required to work continuously in a 24-hour period or until work is completed. Should there be a refusal to comply, the Port may order the vessel to vacate the berth.
 - d. All costs of additional or overtime labor, or equipment, pilotage, tug-hire, linesmen or those of any description arising from the requirement of the Port under these rules shall be for the vessels account.
- D. Vessels Required to Vacate a Berth:
 - a. Orders to vacate a berth shall be tendered in a timely manner. Not less than eight (8) hours will be given a vessel to comply with the order to vacate.
 - b. Whenever an Order to Vacate is tendered by the Port and said order is refused or not complied with in the specified time, the Port may assess a penalty dockage rate of \$500.00 per hour for each additional hour the vessel remains on berth.

- c. The Port at its option may affect the removal of a vessel from the berth at the time period specified in the Order to Vacate with all risks, liability and expense for the vessel's account.

- E. Assignees Liable for Damage: All persons to whom berths have been assigned shall be responsible and liable to the Port for any damage occurring to such assigned property while a vessel is berthing or departing, or any damage occurring during their occupancy. Upon the refusal, failure or neglect of any such person to accept responsibility and liability in the manner and under the circumstances aforesaid, the Port Director may immediately revoke the assignment to any such person without notice and may refuse the use of any wharf, berth or facility to any such person until the Port has been fully reimbursed for any such damage.

- F. Liability of the Port on Berth Assignments:
 - a. Issuance of berth assignments by the Port does not warrant the depth of water alongside the assigned berth.
 - b. The granting of a berth assignment is not an implication or a guarantee of labor to work a vessel. Assignment, allocation or source of labor is beyond the control of the Port.

- G. Application For Vessel Berth Reservation Condition of Berth: Upon vacation of berth, the Assignee shall ensure that the condition of the Port facility is in the same condition found upon arrival.

13.0 WHARFAGE-GENERAL CARGO BERTH

- A. Definition for General Cargo Berth: A charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge or lighter) when berthed at a wharf, pier, bank or ship moored in a slip adjacent to wharf.

- B. Assessment:
 - a. Basis for Assessing Wharfage: Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest.
 - b. Wharfage Assessed Against Direct Transfer Services: All cargoes moved directly from trucks to vessels or vice versa are subject to full wharfage assessments.
 - c. shall not be subject to outward wharfage when reshipped by water from the same

wharf.

- d. Manifests Required of Vessels: Masters, owners, agents or operator of vessels are required to furnish the Port with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port. Such manifests must also designate the basis of the weight or measurement on which freight was assessed. In lieu of manifests, certified lists of copies of "boat notes" or mates' receipts containing all information as required above may be accepted.

C. Wharfage Minimum Charge:

Cargo	Measure	Rate
All	S/T	\$12.00

All charges, fees or permits are subject to local and State taxes.

14.0 RECEIPT AND DELIVERY OF CARGO

A. Loading and Unloading:

- a. Responsibility: The loading and unloading of cargo is the responsibility of the cargo owner or carrier.

15.0 DEMURRAGE AND FREE TIME

A. Storage Free Time:

- a. Definition: The period of time which cargo may occupy the apron adjacent to the wharf, free from charges for wharf demurrage or terminal storage while awaiting loading to vessel or after discharge from vessel.
- b. Free Time Calculation: Free time begins at 6:00 am, the first day that cargo has been received to the apron from truck. Cargo received from vessel will begin free time 6:00 am the first day after the vessel has completed unloading.
- c. Free Time Periods: All cargoes inbound or outbound are granted 2 days of free time.

B. Wharf Demurrage:

Unless negotiated and approved by the Port, no cargo, material or equipment can remain within the barge complex after the expiration of the free time.

16.0 MISCELLANEOUS SERVICES

- A. Labor: The Port does not provide labor services for cargo operations. The owner or agent of the cargo is responsible for arranging labor services. The owner or agent is responsible for providing the Port with a contract or other documentation indicating that labor services have been arranged with the vessel berth application form.
- B. Equipment: The Port does not provide equipment for cargo handling. The owner or agent of the cargo is responsible for making the arrangements for appropriate equipment sufficient to safely perform the work.
- C. Electrical Power: Service currently not provided.
- D. Fresh Water: Service currently not provide

