

# PORT OF BEAUMONT

## TARIFF 006

### Section 2

165

**Authority and jurisdiction:**

The Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas, hereafter known as the "Port Authority," is authorized by Article 16, Section 59, of the Constitution of the State of Texas and the Acts of the 51st Legislature, State of Texas, Regular Session, 1949, Chapter 147, page 270, and as amended, to assume control of the Port of Beaumont, and ownership, jurisdiction over, and control of the use of all wharves, sheds, warehouses, freight handling machinery and/or equipment and all other property, equipment and facilities owned and operated by it; and is further authorized and empowered to regulate and fix charges for the use of such facilities.

170

**General application:**

The use of Port Authority facilities constitutes an acceptance by the User of all charges, rules and regulations published in this tariff and the User agrees to pay all charges and be governed by all rules and regulations published in the tariff. The charges, rules and regulations published in this tariff apply on all cargo moving through the facilities of the Port Authority, and shall apply equally to all Users of the facilities.

175

**Port Authority liability:**

(1) Except for liability under Texas law, if any, for damage or loss caused by its negligence, the Port Authority shall not be liable for any loss or damage to any cargo handled over or through its facilities or stored in its facilities resulting from fire, water, collapse of buildings, sheds, platforms or wharves, settling of floors or foundations, breakage of pipes or for loss or damage caused by rats, mice, moths, weevils or other animals or insects, frost or the elements, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, insurrection or acts of God.

(2) The Port Authority is not a common carrier and does not accept care, custody or control of any cargo or other property while on or in the wharves, docks, transit sheds, warehouses or other facilities managed and controlled by the port, nor engage in warehousing or issue warehouse receipts.

(3) No provisions contained in this tariff shall limit or relieve the Port Authority from liability for its own negligence, nor require any person(s), vessels, or lessees to indemnify or hold harmless the Port Authority from liability for its own negligence.

180

**Authority held harmless:**

All Users of Port Authority agree to indemnify and save harmless the Port Authority from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of the Port Authority and the use of its facilities. For limits of liability see Item 175 (3).

185

**Responsibility for damages to facilities:**

(1) All port Users, including vessels, their owners and agents, stevedores, contactors and other port Users shall be responsible for all damage resulting from their use of Port Authority facilities and the Port Authority shall reserve the right to repair or contract for repair such damage. In instances where damage is caused by a vessel, the Port Authority may detain any vessel or other watercraft responsible for such damage until security has been given in the amount of such damage.

(2) This item is not to be construed as requiring any User to indemnify the Port Authority for that portion or percentage of such losses, etc., if any, caused by the negligence of the Port Authority. For limits of liability see Item 175 (3).

190

**Nuisance created by vessels:**

No vessel will permit excessive smoke, steam, noise or cleaning of boiler tubes by blowing or other means while in the channel or at the port.

195

**Vessels required to use tugs:**

All vessels docking or undocking at the Port Authority berths shall be required to use tug assistance, unless specifically exempted by Port of Beaumont. Failure to comply with this requirement could result in denial of a berth.

- 200 Demurrage or detention:**  
The Port Authority is not responsible for any delays, detention or demurrage on railcars, vessels or trucks.
- Parties responsible for ordering and/or scheduling vessels, railcars or trucks are responsible for the payment of rail demurrage, vessel demurrage or truck detention, which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels, railcars or trucks. Such parties will indemnify and hold harmless the Port for any rail demurrage, vessel demurrage or truck detention and related costs and expenses, including attorney fees and court costs, caused by or arising out of such parties ordering and/or scheduling of vessels, railcars or trucks.
- Nothing contained herein shall be deemed to exculpate or relieve the Port Authority from liability for its own negligence.
- Issued in compliance with FMC Regulation 46 CFR 525.2(a)(1).
- 210 Access to shipping documents:**  
Shippers, vessels, owners, and agents will permit the Port Authority access to manifests, loading or discharge lists, rail or motor carrier freight bills or any pertinent documents for the purpose of audits to determine the accuracy of reports filed or for obtaining necessary information for correct billing of charges. They shall, within five (5) days after vessel sails, furnish the Port Authority with information on all cargo loaded or discharged and any other information required for the accurate billing of cargo and vessel charges.
- 211 Cargo booking confirmation:**  
The Port of Beaumont requires a Cargo Booking Confirmation to be furnished for all cargo transacted. Copies of the completed forms shall be on file with the operations and accounting departments.
- This form shall be completed no later than 72 hours prior to the arrival of the cargo in the port, either by land or waterborne transportation.
- Copies of the form are available upon request.
- 212 Berth Request:**  
The Port of Beaumont requires an approved Berth Request for all vessels requesting to berth at the Port of Beaumont docks and wharves. A Berth Request form must be completed and submitted to the Director of Operations for approval no later than 72 hours prior to the estimated time of arrival (ETA) of the vessel. Copies of the completed forms shall be on file with the operations department.
- Copies of the Berth Request Form are available upon request.
- 215 (\*) Stevedores:**  
(1) Stevedoring companies desiring to operate over the public wharves must file an application with the Port Authority and must furnish Certificates of Insurance on their Workmen's Compensation and Employers' Liability; Automobile, Bodily Injury and Property Damage, Comprehensive General Liability and U.S. Longshoremen and Harbor workers act. The Port Authority reserves the right to establish minimum coverage limits. Rules and conditions are on file in the Port Authority office.
- (2) Rejection of application and revocation of stevedore franchise will result from failure to comply with the rules and regulations contained in this tariff and in the stevedore franchise policy.
- (3) Wage Rates: Franchised stevedores shall be required to pay wage rates and provide benefits for its employees performing stevedoring services in the Port of Beaumont, which are at least equal to the current prevailing wages and benefits paid to labor as established by the West Gulf Maritime Association for Fully Automated and General Cargoes.
- 220 Insurance:**  
The charges published in this tariff do not include any expense for insurance covering any loss or damage to the cargo nor will such insurance be effected by the Port Authority under its policies.
- 221 Access to port authority property:**  
The Port of Beaumont is a maritime facility operated in accordance with Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105 and the Port of Beaumont's Facility Security Plan (FSP). Transportation Worker Identification Credentials (TWIC), or authorized governmental equivalent, is required for unescorted access to port facilities covered by the FSP. To promote public safety and efficient operations, the Port

Authority may restrict access to any and all of its facilities. Escorted access, in accordance with the FSP, may be allowed in certain instances at the sole discretion of the Port Authority. Escorted access shall not be allowed for regular or frequent Users of the Port. Regular or frequent Users must possess a valid TWIC for access to Port Authority facilities. Individuals or companies providing a TWIC "escort service" operate at the sole discretion of the Port Authority. The Port Authority may restrict or deny access to any individual or company requesting to perform TWIC escort services. As used in this item, "facilities" includes all land, buildings, offices, open and covered cargo areas, wharves; also equipment, machinery, railroad right-of-way and roadways which are owned, controlled or operated by the Port of Beaumont.

222

**Vehicle access, insurance requirements:**

Persons permitted access to port property must be prepared to furnish, upon request by authorized port representatives, proof of identification and the following:

Liability insurance in the amount of \$5,000,000 combined single limit or \$250,000/\$500,000/\$100,000. For firms/individuals doing work, workers comprehensive to include U.S. Longshoreman's and Harborworkers (if working on or over water). For firms/individuals doing work or providing services, general liability as follows:

**General Aggregate:** \$2,000,000

**Products-Comp/Op Aggregate:** \$2,000,000

**Personal and Advertising Injury:** \$1,000,000

**Each Occurrence:** \$1,000,000

**Fire Damage (per fire):** \$50,000

**Medical Expense (any one person):** \$5,000

225

**Loading or unloading:**

(1) The service of loading/unloading cargo to/from railcars and trucks will be performed by the Port Authority or its authorized contractors.

(2) The port requires scheduling in advance of all receipts and delivery of break bulk cargo by railcars or trucks. Cargo to be loaded or unloaded on Saturday, Sunday or Monday must be scheduled by 3:00 PM the preceding Friday. Trucks that arrive after their scheduled time slot or without a scheduled time slot will be considered unscheduled and may not be serviced immediately. The port will make every attempt to serve unscheduled or late trucks during the day of arrival, but this cannot be guaranteed.

(3) The Port Authority reserves the right to require overtime if loading or unloading of cars or trucks cannot be performed during straight time. Additional charges for services performed in overtime status are published in Item 595.

(4) Published port charges are based on minimum labor guarantees. In some cases, rates charged will be subject to minimum tonnages. If applicable, this minimum requirement will be published in the commodity rates in Section 3 of this tariff.

230

**Regular working hours:**

The regular working hours of the Port Authority are from 8:00 AM to 12:00 PM and from 1:00 PM to 5:00 PM Monday through Friday, holidays excepted. Services performed during these hours will be billed at applicable straight time charges, except as otherwise shown.

235

**Quotations of special charges, rules or regulations:**

(1) The Port Authority may quote special charges, rules, or regulations to government agencies or charitable organizations. It may also quote special charges on plant or project cargo moving from one shipper to one consignee and on which advance arrangements have been made.

(2) The Port Authority may also negotiate handling/storage charges on volume breakbulk shipments for time increments not to exceed one year.

(3) Any special rates or charges must be approved, in writing, by the Port Director.

240

**Fire protection:**

(1) Smoking is prohibited on port facilities except in designated areas.

(2) The handling of explosives over port facilities requires advance notice and approval by appropriate regulatory agencies.

(3) Storage and use of fuel for machines and equipment is permitted only as designated by the Port Director.

(4) When welding, cutting, burning, heating or other hot work is to be done on vessels or on wharves at port facilities, a gas free certificate issued by a marine chemist must be obtained and a copy filed with the Chief, Safety and Security, prior to commencing work. Fire watch rules of the Port of Beaumont, copies of which are available from the Port Safety and Security Officer, must be observed.

245

**Facility Service Fee:**

The Facility Service Fee shall be charged against all cargo moving over, onto, or under wharves or other facilities, except cargo that is considered transshipped or cargo that is shipped between vessels (ships and/or barges) within Free Time.

246

**High Cube Cargo:**

The Port Authority reserves the right to bill any cargo defined as High Cube Cargo on a measure (40 cubic feet) instead of a weight (2,000 pounds) basis.

250

**Vessels to vacate:**

The Port Authority may order any vessel to vacate any berth when the Port Authority deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the Port Authority's facilities, or the rights, property or safety of others, or would unreasonably interfere with the use of Port Authority's facilities by others.

255

**Oily wastes/ships waste disposal:**

Under the provisions of annex I of the International Convention for the Prevention of Pollution (MARPOL 73/78) and the United States Coast Guard implementing regulations, Part 158 of Title 33 of Code of Federal Regulation (33 CFR 158), all terminals and ports which receive tankers or other oceangoing vessels of 400 gross tons or more must make provisions for adequate oily waste reception facilities.

The following firms are licensed to contract its services for the receipt of oily waste at the Port of Beaumont, and are subject to applicable regulations for the transfer of oil (33 CFR 154-156):

**EcoWerks**

6200 Procter St. Extension

Port Arthur, TX 77642

Telephone: 409/962-7469

Website: [www.ecowerks.com](http://www.ecowerks.com)

Under the provisions of Annex V of Marpol 73/78 Port Reception Facilities for Ship's Garbage and separation on board vessels of various kinds of waste are required.

Garbage is defined as "all kinds of victual domestic and operational waste, excluding fresh fish and parts thereof,

generated during the normal operation of the ship and liable to be disposed of continuously and periodically." The rules require ports or terminals to ensure the availability of facilities to receive ships generated garbage.

The following firm is licensed to contract its services for the receipt of ships generated garbage and is subject to the applicable regulations for the collection and disposal of such wastes. (33 CFR Parts 1515, 155, and 158: 46 CFR part 25, USDA Title 7 CFR 330.400 and Title 9 CFR 94.5).

**Triangle Marine Services**

P.O. Box 8363

Lumberton, TX 77657

Telephone: 409/679-4608

**260**

**General rules applying to machinery:**

All vessels, their owners, agents or stevedores, or other Users, using cranes or other equipment on the wharves are subject to the following conditions:

(1) Application for use of Port Authority owned cranes/equipment shall be made in writing by USER to the Director of Operations a minimum of 8 straight time hours in advance of the requested time of crane/equipment use. When crane/equipment and operators will be required for use on a Saturday, Sunday or holiday, advance notice shall be given to the Port no later than 4:00 p.m. on the preceding straight time day. No guarantees of equipment or operator availability are made without a written approval from the Director of Operations. In instances when USER cancels

(2) an approved order, the cost, if any, incurred by the Port Authority prior to the cancellation for making cranes/equipment and operators ready shall be billed to the USER who made the application for use of cranes/equipment.

(3) Order for cranes/equipment must be for a specific time and will be filled in the order received. Start times for cranes/equipment shall coincide with labor start times (7 a.m., 8 a.m., 10 a.m. 1.p.m. or 7 p.m.). Charges for cranes/equipment shall begin when equipment is ordered and shall end when cranes/equipment is returned back to the Port Authority. Charges for cranes/equipment shall begin at the time for which equipment was ordered and specified to be made ready for USER's use.

(4) The Port Authority acts solely as the agent of the User in engaging operators of cranes and other equipment.

(5) Cranes and other equipment are under the USER's supervision and orders, and User accepts responsibility and liability for any damage or injury to property or persons caused by the operation, including damage to Port Authority property.

(6) User agrees to hold harmless and fully indemnify the Port Authority from any liability from personal injuries or property damage occasioned by the operation, use or possession of cranes and equipment, except for the terminal's own negligence or liability under Texas law, if any, and/or 46 CFR 514. For limits of liability see Item 175 (C).

(7) User is required to show proof of adequate insurance protecting the operators of cranes and other equipment, the Port Authority and others from personal injury or property damage occasioned by the operation, use or possession of cranes and equipment.

(8) The User will satisfy himself of the physical condition and capacity of cranes and other equipment and competency of the operators.

(9) The Port Authority is not responsible for delays caused by breakdown of cranes or other equipment.

(10) The Port Authority reserves the right to refuse to provide crane service or other equipment, or to terminate its use at any time.

(11) Credit will be allowed for breakdowns occasioned by mechanical failure of Port Authority equipment when not due to misuse, abuse, overloading or carelessness of User. Credit will be cumulative and allowed on the basis of actual time lost.

(12) All limits of liability as shown in this and all other items are as shown in Item 175 (C).

(13) Use of privately owned cranes by stevedores requires prior approval by port's Director of Operations.

(14) Privately owned cranes working or otherwise remaining on Port Authority Property will be charged \$50.00 per crane per calendar day for each day or partial day of crane usage.

**270**

**Free time:**

Thirty (30) days in sheds and on open wharves.

Thirty (30) days on all-weather open lots for high-cube cargo.

Thirty (30) days on all-weather open lots and off-wharf areas NOS.

Free time begins immediately upon placement on port facilities and each 24 hours or part thereof constitutes a days time, weekends and holidays not excluded.

After expiration of free time, shed and wharf demurrage will be assessed at rates published in Item 545.

**275**

**Dockage rules:**

Dockage will be charged from the time a ship, boat or barge makes fast to the wharf until the vessel vacates the berth. Shifting from one berth to another will not interrupt the time. Port Authority reserves the right to measure any vessel and use that measurement as the basis for dockage.

Dockage will be charged for inland barges discharging or loading cargo directly to or from ship. For dockage charges, see Items 550-551.

**280**

**Seafarers' Center:**

The Seafarers' Center is a nonprofit ecumenical organization providing recreational and cultural services and facilities without discrimination to seafarers of all countries. The schedule of fees and charges is shown in Item 605.

286

**Shed hire, exceptions:**

Shed/wharf hire will not be charged:

(1) Vessels not loading or discharging cargo.

(2) When cargo is loaded/discharged directly to/from ships or barges and cars or trucks or transshipped directly between vessels and or barges.

288

**Line handling:**

The service of line handling for mooring, unmooring, and shifting of vessels (barges are excluded unless specifically requested) is performed by Sabine Ship Services, Inc.

Charges for these services are as shown in Item 580.

Vessel's agents must place an order with the port at least two hours in advance and specify the time and wharf at which line handling is required. Orders may be cancelled up to two hours prior to the time at which the service is required, or charges will be assessed.

The steamship owner or charterer is responsible for payment of all charges for line handling, and billing will be against the vessel, with invoices made available by Sabine Ship Services, Inc., for assessment and collection.

All charges not paid by the vessel, its owner or charterer will be billed to the steamship agent for the vessel.

290

**Mixed shipments:**

When two or more articles, having different loading/unloading rates are handled to/from the same car or truck, the charge on the total weight of the mixed shipment will be the rate applicable on the highest rates article in the shipment.

292

**Grain wharf:**

The Port of Beaumont's grain elevator and grain dock are operated under lease by Louis Dreyfus Corporation, which is responsible for establishing and collecting all charges for dockage, wharfage, line handling, shifting, fresh water, equipment, etc., except that Port Security Surcharges shall be assessed against the vessel by the Port Authority in accordance with Item 305.

Berth applications and other communications are to be made directly to Louis Dreyfus Corporation Beaumont Elevator, 1745 Buford, Beaumont, TX 77701, 409/838-6251.

294

**Responsibility for cleaning facilities:**

Users of the wharves, transit sheds and other facilities of the port are held responsible for cleaning the property assigned to their use.

Stevedores and other Users are expected to leave the wharves, sheds, and lots clean after using the facilities. Cleaning of wharves must be completed within 24 hours of completion of use or sooner if directed to do so by the Port Authority. Failure to do this work will result in the Port Authority performing this work, with the cost being charged to the responsible party at the rate of actual cost plus 20%.

Additionally, any User (including lessees) which has placed or left equipment in unauthorized areas (areas not approved by the Port Authority), shall be assessed charges at the rate of \$500.00 per day for each day said equipment remains in unauthorized area(s). Charges will commence 24 hours after notification of the responsible party said equipment is in an unauthorized area and will continue until the equipment is removed. The Port Authority reserves the right to remove or relocate said equipment at actual cost plus 20% in addition to the daily charge set forth above. The Port Authority does not assume any responsibility for the care of any equipment to which these charges apply.

295

**Stevedore equipment:**

Stevedores and other Users are responsible for cleaning up their work areas and keeping these areas in a safe, clean condition. If not practical to remove forklifts, cranes and other equipment daily, this equipment will be stored and maintained in an area designated by the Port Authority.

296

**Responsibility for charges and payment:**

Wharfage, wharf demurrage, port security surcharges, facility service fees and loading and unloading are due from the shipper of the cargo, unless other prior arrangements are made with the Port Authority, and will be collected upon performance of these services.

All services rendered by the Port Authority for wharfage, dockage, wharf demurrage, shed and wharf hire, charges for providing water and electricity, charges for equipment rental, cleaning wharves and sheds, terminal storage, security and special services will be charged to the vessel owner, charterer, or operator.

Submission of a Berth Request by the steamship agent for the vessel that incurs the charges constitutes acceptance by the agent of all terms and conditions of this tariff and agreement to pay all charges against the vessel.

The Port Authority does not recognize the numerous shippers or consignees, and cannot attempt to collect or assist in collecting any port invoices or bills which may be passed on to shippers or consignees by the vessel, its owner or agent. Such bills must be paid regardless of when the vessel, its owner and agent are reimbursed. Any errors in the bills will be rectified by the Port Authority.

All invoices are rendered in accordance with this tariff and are due upon presentation. Failure to pay within 30 days may, at the option of the Port Authority, result in the responsible party being placed on the delinquent list and/or assessed finance charges in accordance with Item 306. Any parties placed on the delinquent list may be denied further use of the Port Authority facilities until all outstanding charges have been paid.

The Port Authority reserves the right to estimate and collect, in advance, all charges which may accrue against vessels, their owners or agents, or other Users of the facilities, or against cargo loaded or discharged by such vessels or other Users of the facilities, whose credit has not been properly established with the Port Authority. Use of the facilities may be denied unless such advance payments or deposits are made.

Presentation of bills to owners or agents of vessels or to stevedores is executed as a matter of accommodation and convenience, and shall not constitute a waiver of the liens for charges furnished a vessel.

297

**Removal of abandoned/objectionable cargo:**

The Port Authority reserves the right to move abandoned cargo and dispose of same after due notice, as well as remove freight or other material, which, in its judgment, is likely to damage other property. Removal and disposal of such cargo will be at the risk and expense of the owner.

298

**Minimum charge:**

The minimum invoice for any service or charge rendered by the Port of Beaumont is \$50.00.

299

**Storage:**

The rates published by the Port of Beaumont do not include storing or warehousing any cargo. The port will not permit cargo to remain on its premises for an unlimited time regardless of such rates and charges published herein. When, in the judgment of the port, space is not available for cargo to remain on its premises after the expiration of free time, the port reserves the right to remove part or all of such cargo to any part of its facilities, or to send such cargo to a private or public warehouse at risk and expense of the cargo owner. The port reserves the right to take and retain possession of all cargo until charges are paid in full, and also reserves the right to sell cargo for unpaid terminal charges according to law. The port is not liable or responsible for any direct or consequential damages to cargo resulting from exercising its rights under this provision.

The port may agree, by prior written arrangement, to store cargo or other goods on port facilities for specific times. Rates for storage are published in item 609.

The port is not liable or responsible for any direct or consequential damages to goods stored on its premises.



**Outdoor storage:**

The Port of Beaumont reserves the right to determine if cargo is suitable for placement in outdoor open wharves or cargo lots, and will exercise the right when it is determined that this can be accomplished without damage or harm to the cargo and it is determined that space in covered transit sheds is not available. Normal free time for open wharves and lots (See Item 270) will be applied to cargo so handled. The port will endeavor to notify cargo owner(s) prior to placement in open areas. The port is not liable or responsible for any direct or consequential damages to cargo resulting from exercising its right under this provision.

**EFFECTIVE: June 15, 2017**