

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

7/2/2016

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Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Reservation of a berth is requested at Port of Longview

By: _____ Of: _____ On: _____
Authorized Individual Agency Firm Date

For: _____ Owner Of / Operated By: _____
Vessel Identification Firm

To Present On: _____ As Voyage No.: _____
Estimated Hour/Date

For Loading Of: _____
Description of Commodities/No. of Containers

Country of Destination: _____ Quantity: _____

For Discharge Of: _____
Description of Commodities/No. of Containers

Country of Origin: _____ Quantity: _____

To Depart On: _____ As Voyage No.: _____
Estimated Hour/Date

Vessel Length Overall: _____

NOTES and CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port of Longview tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

FOR PORT USE ONLY

Application Received By: _____ Time/Date: _____

Application Approved By: _____ Time/Date: _____

Berth Assigned: _____ Vessel ETA Confirmed: _____

Special Crane or Cargo Handling Equipment Required: _____

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ITEM 110 Berth Reservation, Supplement to Application

Vessel: _____ LOA: _____ ETA: _____ ETD: _____
Vessel Owner/Line: _____
Vessel Charterer: _____
To Load: _____
Terms of Affreightment: _____
To Discharge: _____
Terms of Affreightment: _____
Berth Desired: _____

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.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1. <u>Lines/Hauling</u>	_____	_____	_____
2. <u>Dockage</u>	_____	_____	_____
3. <u>Wharfage</u>	_____	_____	_____
4. <u>Service/Facilities</u>	_____	_____	_____
5. <u>Handling</u>	_____	_____	_____
6. <u>Standby/Dead time</u>	_____	_____	_____
7. <u>OT Differential</u>	_____	_____	_____
8. <u>Equip. Rental</u>	_____	_____	_____
9. <u>Security Fee</u>	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. <u>Misc. Services</u>	_____	_____	_____

Total of estimated charges: _____

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____

(berthing agent)
By: _____
(as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations**ITEM 115 Berth Reservation, Conditions**

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

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- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
- (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
1. its approval or adjusted estimate of port charges, and
 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 120 Collection, Terms, and Guarantee of Charges

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$27.00 per invoice to the party making the request.

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The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the

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vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$13.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

Section 1 - General Rules and Regulations**(I) AD VALOREM CHARGE**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional**(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS**

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous; freight, the value of which may be determined as less than the probable terminal charge; or
3. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

Section 1 - General Rules and Regulations**(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT**

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port**(A) MANIFESTS**

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat

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notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival

ITEM 135 Insurance**(A) INSURANCE**

Rates named in this tariff do not include insurance of any kind. Every facility user or any other party using Port terminal facilities shall obtain and maintain, at a minimum, the following insurance coverages:

Workers Compensation Insurance (including Longshoremen and Harbor Workers' Compensation Act and/or Jones Act coverage, if applicable). This coverage is required under federal and state statutes for all the insured's employees performing its work.

Comprehensive Marine General Liability Insurance must be secured, with coverage of at least \$5,000,000 for each occurrence. This coverage includes 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 vessels being loaded by a party on Port premises and adjoining areas. Every party shall submit to the terminal certificate(s) of insurance as evidence of the required coverage upon request. Such insurance shall name the Port as an additional insured with respect to the use of Port facilities and shall provide that the terminal is to be given 30 days prior written notice of and alteration or cancellation.

In addition, Employer's Liability Insurance is required in an amount not less than \$1,000,000.

(B) STEVEDORE AND OTHER SERVICE PROVIDER'S INSURANCE

1. The stevedore or other service providers shall obtain and maintain the following insurance coverage: (i) Workmen's Compensation Insurance (including Longshoremen and Harbor Workers' Compensation Act coverage) under all applicable federal and state statutes and municipal ordinances for all the stevedore's employees performing their work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.00 (ii) Comprehensive Marine General Liability Insurance (including

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coverage for automobile liability, broad form contractual liability and property in the insured's care, custody and control) against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5,000,000 for each occurrence.

2. The stevedore and other service providers shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 30 days prior written notice of any alteration or cancellation.

ITEM 140 Liability for Damages And/or Injury**(A) CONDITIONS**

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

Section 1 - General Rules and Regulations**(C) EXCEPTIONS**

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited**(A) LIABILITY FOR LOSS OR DAMAGE LIMITED**

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision is subject to Item 140.

Section 1 - General Rules and Regulations**(B) RESPONSIBILITY AS WAREHOUSEMAN**

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

ITEM 150 Performance of Services on Port Facilities**ALL RIGHTS OF OPERATION RESERVED**

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers**(A) DEFINITION**

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays**(A) WAIVER OF CHARGES FOR DELAYS**

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision is subject to Item 140.

Section 1 - General Rules and Regulations

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

ITEM 165 Shipper's Requests and Complaints

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 1970, Shelton, WA 98584.

ITEM 170 Damage by Vessels

Damage by Vessels

Vessels are responsible and will be invoiced for damages to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure, will be deemed to have occurred during the vessel's berthing unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.

Section 2 - Dockage**ITEM 200 Dockage Conditions and Definitions****(A) DEFINITION**

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

(D) OCEAN GOING BARGES

Dockage will be assessed at full Port dockage rates and will be charged on an hourly basis. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

Section 2 – Dockage**(E) BASIS FOR COMPUTING CHARGES**

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
and
2. vessels owned or operated by the State of Washington.

Section 2 - Dockage**(II) DOCKAGE EXEMPTIONS**

Dockage charges will not be assessed against the following vessels:

3. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
and
4. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

Section 2 - Dockage**ITEM 205 Dockage Rates (Berth 1 - 8)**

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$480.00
60	68	\$541.00
68	76	\$601.00
76	84	\$660.00
84	91	\$956.00
91	99	\$1308.00
99	107	\$1683.00
107	114	\$2090.00
114	122	\$2299.00
122	130	\$2545.00
130	137	\$2826.00
137	145	\$3046.00
145	152	\$3346.00
152	160	\$3797.00
160	168	\$4081.00
168	175	\$4429.00
175	183	\$4923.00
183	191	\$5609.00
191	198	\$6522.00
198	206	\$7426.00
206	213	\$8373.00
213	221	\$9703.00
221	229	\$11103.00
229	236	\$12599.00
236	244	\$14141.00
244	259	\$16241.00
259	274	\$18480.00
274	290	\$20818.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.42 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2383.56 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

ITEM 210 Dockage Rates - EGT Terminal (Berth 9)

Dockage for Berth 9 will be invoiced by EGT at rates established by EGT tariff except for layberth status where the Port of Longview tariff applies.

Section 3 – Wharfage & Service and Facilities**ITEM 300 Definition, Conditions, Minimum Charge****(A) WHARFAGE DEFINITION**

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (½) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

Section 3 – Wharfage & Service and Facility**(G) WHARFAGE ON TRANSHIPPED Freight**

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$32.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(J) DEFINITION

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(K) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(L) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

Section 3 – Wharfage & Service and Facility**(M) UNITIZED FREIGHT**

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded by forklift equipment as one unit.

(N) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$32.00 per ocean bill of lading.

(O) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

<u>Wharfage</u>	<u>S&F</u>
Per MT	Per MT

ITEM 305 Freight NOS Rate

Freight NOS, All Trade Routes

W/M whichever produces greater revenue

Export and Import W/M

\$9.20	\$19.26

ITEM 310 Bulk Commodities Rate

Bulk Commodities NOS

\$2.59	\$4.16

Via conveyor

\$2.59	\$2.16

Unitized in jumbo bags

\$7.53	\$8.83

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Chemicals, Fertilizers, and Starch NOS

\$12.93	\$18.92

In bags or packages

Unitized on shippers pallets, not requiring boarding,

Reboarding, or use of manual labor

\$12.93	\$7.91

ITEM 320 Equipment and Machinery Rate

Equipment and Machinery

\$14.06	\$7.22

ITEM 325 Metals – Aluminum Rate

Import Aluminum

\$3.62	\$4.35

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Section 3 – Wharfage & Service and Facilities

	<u>Wharfage</u> Per MT	<u>S&F</u> Per MT
ITEM 330 Metals - Iron, Steel Articles Rate		
Iron or Steel Articles	\$5.04	\$4.92

ITEM 335 Paper and Paper Products Rate

Paper and Paper Products NOS	\$9.55	\$7.74
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.55	\$9.55

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Vegetables, Dried peas, beans, lentils NOS	\$7.78	\$18.92
Unitized in units of 1000 kgs or more	\$7.78	\$7.91

ITEM 345 Government and/or Military Vehicles/Road Construction Equipment

Unboxed/Set Up on wheels and/or Tracks		
0 to 10,000 MT	\$23.21	\$14.72
10,000 MT to 20,000 MT	\$17.14	\$11.11
20,000 MT and over	\$12.09	\$9.21

ITEM 350 USDA TITLE II

In USDA sponsored cargo, the following rates will apply,

Bagged Grain and Grain Products, Processed or Unprocessed	\$6.69 MT
Dairy Products, non-refrigerated	\$6.69 MT
Flour	\$6.69 MT
Peas, Beans, Lentils	\$6.69 MT

(S&F and Wharfage are in addition)

ITEM 355 Environmental Fee

Based on handling needs all cargoes may be assessed an environmental fee on a per metric ton basis to help offset the Port's expenses for environmental compliance programs.

Section 5 - Loading and Unloading**ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges****(A) DEFINITION**

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 20 percent (20%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Rates will be available upon individual quotation.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$349.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 5 - Loading and Unloading**ITEM 510 Freight NOS Rate**

	Per Metric Ton
Freight NOS, Truck Loading	\$19.59

ITEM 515 Metals - Iron, Steel Articles Rate

Iron or Steel Articles, Truck Loading	\$12.92

ITEM 520 Dunnage Rate

Any Port Provided Stickers, Tiedowns, or Other Materials Per Truck Minimum	\$123.00

Section 6 - Handling**ITEM 600 Definition, Conditions, Minimum Charge, and Charges****(A) DEFINITION**

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ship's gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

Section 6 - Handling

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$30.00 per invoice.

(H) HANDLING RATES

Rates available on individual quotation.

Section 7 - Equipment and Labor**ITEM 700 Equipment Rental Conditions****(A) CONDITIONS**

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

The Port reserves the right to determine if a two crane lift must be engineered. The cost of any engineering will be borne by the party ordering the lift. Two crane lifts must be pre-approved by the Port well in advance of any lift being executed.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

EQUIPMENT	RATE PER HOUR
Lift Trucks	
less than 28,000 lbs	\$46.00
greater than 28,000 up to and including 36,000 lbs	\$67.00
greater than 36,000 lbs up to and including 55,000 lbs	\$98.00
greater than 55,000 lbs	\$165.00
Reach Stacker (48 metric tons)	\$294.00
Top Pick	\$165.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$115.00
Scoop/Payloader (6 cu. yds. & more)	\$147.00
High Piling loader	\$115.00
Locomotive	\$195.00
Track mobile	\$144.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$721.00
Minimum (4 hour minimum)	\$2,884.00
Surcharge per vessel call (Not an hourly rate)	\$5,000.00
Surcharge for yard (Not an hourly rate)	\$2,500.00
Hoppers	
Small Hopper Rental	\$150.00
Large Hopper System with dust control	\$308.00
Conveyors	
Covered Portable Conveyor	\$55.00
Air Compressor (up to 375 cu. ft/min)	\$33.00
100KW Generator (rented)	\$46.00
Conditioner	\$20.00

Section 7 - Equipment and Labor

Trucks	RATE PER HOUR
Sweeper Truck	\$115.00
Vacuum Truck	\$146.00
Boom Truck	\$63.00
Dock Truck	\$73.00
Trailers w/ dock truck	\$22.00
Man Lifts	
40' - 75' Man Lift	\$59.00
80' - 125' Man Lift	\$115.00
Sling Bags	\$30.00
Light Towers (rented)	\$36.00
Gangway (Berth 5) (Rate per day)	\$283.00
5 th Wheel Transporter (Rate each per shift)	\$361.00
Portable Bag House (Rate per shift)	\$200.00
Bulk Railcar Loading System (Rate per shift)	\$500.00

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions****(A) LABOR RATES SUBJECT TO CHANGE**

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 7 - Equipment and Labor

Note 2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) **STATE INDUSTRIAL INSURANCE**

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

Section 7 - Equipment and Labor**ITEM 715 Schedule of Man Hour Rates**

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$120.62	\$142.31	\$153.17	\$159.67	\$172.68
Longshore/Clerk Skill I	\$124.58	\$147.59	\$159.11	\$166.01	\$179.81
Longshore/Clerk Skill II	\$128.32	\$152.59	\$164.72	\$172.00	\$186.56
Longshore/Clerk Skill III	\$130.19	\$155.08	\$167.53	\$174.99	\$189.91
Foreman	\$151.28	\$182.11	\$197.55	\$206.79	\$225.29
Longview Skill I plus	\$126.23	\$149.80	\$161.59	\$168.65	\$182.78
Longview Skill I II plus	\$131.01	\$156.17	\$168.77	\$176.31	\$191.40

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor – Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader – Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking, inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,

Section 8 - Miscellaneous Services

6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity**(A) LIABILITY**

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$93.55 per hook-up.

ITEM 815 Emergency Fire Suppression Berths**(A) APPROVAL REQUIRED**

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

Section 8 - Miscellaneous Services**ITEM 816 Emergency Response**

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water**RATES CHARGED**

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$282.06
Monday Through Friday After 4:30 P.M.	\$379.45
Saturday	\$379.45
Sunday and Holidays	\$476.85

Each Additional Ton	\$1.32

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.
One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges**RATES CHARGED**

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

ITEM 825 Garbage and Oily Waste Disposal**(A) PERMITTED WASTE HAULERS**

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

Section 8 - Miscellaneous Services**(B) WASTE HAULER LIABILITY**

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Maritime Fire and Safety Association**DEFINITION AND CHARGES**

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$270.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within the Columbia River at a participating Association members location.

All references to the levy of said \$270.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

Section 8 - Miscellaneous Services

ITEM 832 Security Fee

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$650per vessel per 24 hour period excluding cruise vessels.

Section 8 - Miscellaneous Services**ITEM 833 Security Escort Fee**

Security escort fee will be charged when persons entering the Port are unable to present a valid TWIC card.

Per Shift	\$360.00

Job of Short Duration, 4 hour shift	\$180.00

ITEM 834 Small Lot Fee

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Minimum Charge	\$75.00

Blocking out old marks/per mark	\$2.10

Marking, Stenciling/per mark	\$2.10

Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$40.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time****(A) DEFINITION**

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	15 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

Section 9 - Storage and Demurrage**ITEM 905 Space Rental****(A) DEFINITION**

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be forty-two cents (\$.42) per square foot, minimum \$420.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

ITEM 910 Terminal and Warehouse Storage**(A) DEFINITION**

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

Section 9 - Storage and Demurrage**(B) STORAGE CHARGES**

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

	Rate Per Metric Ton
Minimum Storage charge per month, per customer account	\$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

ITEM 915 Wharf Demurrage**(A) DEFINITION**

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$50.00 per month, per ocean bill of lading.

Section 9 - Storage and Demurrage**(C) WHARF DEMURRAGE RATES**

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.90 per day.

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**ITEM 1000 Application and Definition**

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

	<u>Wharfage</u>	<u>S&F</u>
Freight NOS	Per MT	Per TM
by ST (short ton)	7.26	7.26
by CT (cubic ton)	4.25	4.25

ITEM 1010 Automobile Rate

Automobiles, each	9.96	17.08

ITEM 1015 Boats and Trailer Rate

Boats and Trailers, by linear foot	5.69	5.69

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

	<u>Wharfage</u> Per MT	<u>S&F</u> Per MT
ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate		
Equipment, Machinery, Trucks Concrete Buildings, by ST	11.35	6.53
ITEM 1025 Lumber Rate		
Lumber NOS, by MBM	3.62	3.18
Laminated Beams VIZ, by MBM	4.84	4.25
Cross Arms, Trusses VIZ, by CT	3.12	3.12
Railroad Ties VIZ, by ST	4.47	4.47
ITEM 1030 Plastics - Pipe and Accessories Rate		
Plastic / Corrugated Pipe & Accessories, by CT	3.12	3.12
ITEM 1035 Plywood Rate		
Plywood NOS, by ST	3.05	2.87
Hardiboard, Hardipanel, Particle Board VIZ, by ST	4.47	4.47
OSB VIZ, by ST	3.05	2.87
ITEM 1040 Poles, Piling Rate		
Poles, Piling, by MBM	8.04	8.04
ITEM 1045 Metals - Steel, Cast Iron Rate		
Metals - Steel, NOS, by ST	4.47	4.47
Steel Rebar, Rebar Coils VIZ, by ST	3.89	3.89

Section 11 - Containerized Cargo**ITEM 1100 Application and Definitions****(A) APPLICATION**

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. CHASSIS - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. CONTAINER - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. CONTAINERIZED CARGO - Any freight which is or will be loading into carrier's marine container.
4. CONTAINER DISPOSITION LIST - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. CONTAINER FREIGHT STATION (CFS) - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. CONTAINER REHANDLING - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. CONTAINER YARD (CY) - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. GATE CHARGE - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. EQUIPMENT INTERCHANGE - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such request. Repairs, if requested, will be assessed at the cost of labor and

Section 11 - Containerized Cargo

equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.

10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

In or Out, all sizes, per chassis	\$33.30

ITEM 1110 Chassis Storage

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.99
40 foot Chassis, per day	\$4.13

ITEM 1115 Container Inspection

Opening and inspecting container, per container	\$33.30

ITEM 1120 Container Moving Via Barge

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack	\$206.72

Section 11 - Containerized Cargo**ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges**

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move	\$ 71.21
Gate Charge, per move	\$ 71.21

ITEM 1130 Container Stuffing and Unstuffing**CONTAINER UNSTUFFING****(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter	\$24.69

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

Section 11 - Containerized Cargo**ITEM 1135 Direct Transloading****(A) DEFINITION**

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers	
Per Weight/Cubic Meter	\$24.69

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

7/4/2015

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Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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

Port of Longview

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1. <u>Lines/Hauling</u>	_____	_____	_____
2. <u>Dockage</u>	_____	_____	_____
3. <u>Wharfage</u>	_____	_____	_____
4. <u>Service/Facilities</u>	_____	_____	_____
5. <u>Handling</u>	_____	_____	_____
6. <u>Standby/Dead time</u>	_____	_____	_____
7. <u>OT Differential</u>	_____	_____	_____
8. <u>Equip. Rental</u>	_____	_____	_____
9. <u>Security Fee</u>	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. <u>Misc. Services</u>	_____	_____	_____

Total of estimated charges: _____

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations**ITEM 115 Berth Reservation, Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the

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Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
- (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$26.00 per invoice to the party making the request.

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The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the

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vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$13.00.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related

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to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) **AD VALOREM CHARGE**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) **RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS**

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous; freight, the value of which may be determined as less than the probable terminal charge; or
3. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT**

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

Section 1 - General Rules and Regulations**(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT**

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat

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notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival

ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

(A) INSURANCE

Rates named in this tariff do not include insurance of any kind. Every facility user or any other party using Port terminal facilities shall obtain and maintain, at a minimum, the following insurance coverages:

Workers Compensation Insurance (including Longshoremen and Harbor Workers' Compensation Act and/or Jones Act coverage, if applicable). This coverage is required under federal and state statutes for all the insured's employees performing its work.

Comprehensive Marine General Liability Insurance must be secured, with coverage of at least \$5,000,000 for each occurrence. This coverage includes 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 vessels being loaded by a party on Port premises and adjoining areas. Every party shall submit to the terminal certificate(s) of insurance as evidence of the required coverage upon request. Such insurance shall name the Port as an additional insured with respect to the use of Port facilities and shall provide that the terminal is to be given 30 days prior written notice of and alteration or cancellation.

In addition, Employer's Liability Insurance is required in an amount not less than \$1,000,000.

(B) STEVEDORE AND OTHER SERVICE PROVIDER'S INSURANCE

1. The stevedore or other service providers shall obtain and maintain the following insurance coverage: (i) Workmen's Compensation Insurance (including Longshoremen and Harbor Workers' Compensation Act coverage) under all applicable federal and state statutes and municipal ordinances for all the stevedore's employees performing their work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.00 (ii) Comprehensive Marine General Liability Insurance (including

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coverage for automobile liability, broad form contractual liability and property in the insured's care, custody and control) against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5,000,000 for each occurrence.

2. The stevedore and other service providers shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 30 days prior written notice of any alteration or cancellation.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

Section 1 - General Rules and Regulations**(C) EXCEPTIONS**

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision is subject to Item 140.

Section 1 - General Rules and Regulations**(B) RESPONSIBILITY AS WAREHOUSEMAN**

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or

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expenses, or recovery of any other loss incurred by reason of such delay. This provision is subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

ITEM 170 Damage by Vessels

Issued: 11/15/2013

Effective: 12/15/2013

Damage by Vessels

Vessels are responsible and will be invoiced for damages to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure, will be deemed to have occurred during the vessel's berthing unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.

Section 2 - Dockage**ITEM 200 Dockage Conditions and Definitions**

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 – Dockage**(D) OCEAN GOING BARGES**

Dockage will be assessed at full Port dockage rates and will be charged on an hourly basis. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
and
2. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

Section 2 - Dockage**ITEM 205 Dockage Rates (Berth 1 - 8)**

Issued: 6/16/2014

Effective: 7/1/2014

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$470.00
60	68	\$530.00
68	76	\$590.00
76	84	\$647.00
84	91	\$937.00
91	99	\$1282.00
99	107	\$1650.00
107	114	\$2049.00
114	122	\$2253.00
122	130	\$2495.00
130	137	\$2770.00
137	145	\$2986.00
145	152	\$3280.00
152	160	\$3722.00
160	168	\$4001.00
168	175	\$4342.00
175	183	\$4826.00
183	191	\$5499.00
191	198	\$6394.00
198	206	\$7280.00
206	213	\$8209.00
213	221	\$9513.00
221	229	\$10885.00
229	236	\$12352.00
236	244	\$13854.00
244	259	\$15923.00
259	274	\$18118.00
274	290	\$20410.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.39 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2336.82 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

ITEM 210 Dockage Rates - EGT Terminal (Berth 9)

Issued: 6/12/2012

Effective: 6/29/2012

Dockage for Berth 9 will be invoiced by EGT at rates established by EGT tariff except for layberth status where the Port of Longview tariff applies.

Section 3 – Wharfage & Service and Facilities

ITEM 300 Definition, Conditions, Minimum Charge

Issued: 6/16/2014

Effective: 7/1/2014

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

Section 3 – Wharfage & Service and Facility**(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS**

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$31.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

Section 3 – Wharfage & Service and Facility**SERVICE AND FACILITIES****(J) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(K) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(L) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(M) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded by forklift equipment as one unit.

(N) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$31.00 per ocean bill of lading.

(O) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 3 – Wharfage & Service and Facilities

ITEM 305 Freight NOS Rate

Issued: 6/16/2014

Effective: 7/1/2014

	<u>Wharfage</u> Per MT	<u>S&F</u> Per MT
Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$9.02	\$18.88

ITEM 310 Bulk Commodities Rate

Issued: 6/16/2014

Effective: 7/1/2014

Bulk Commodities NOS	\$2.54	\$4.08
Via conveyor	\$2.54	\$2.12
Unitized in jumbo bags	\$7.38	\$8.66

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 6/16/2014

Effective: 7/1/2014

Chemicals, Fertilizers, and Starch NOS	\$12.68	\$18.55
In bags or packages		
Unitized on shippers pallets, not requiring boarding, Reboarding, or use of manual labor	\$12.68	\$7.75

ITEM 320 Equipment and Machinery Rate

Issued: 6/16/2014

Effective: 7/1/2014

Equipment and Machinery	\$13.78	\$7.08

Section 3 – Wharfage & Service and Facilities

ITEM 325 Metals – Aluminum Rate

Issued: 6/16/2014

Effective: 7/1/2014

Import Aluminum	\$3.55	\$4.26

Section 3 – Wharfage & Service and Facilities**ITEM 330 Metals - Iron, Steel Articles Rate**

Issued: 6/16/2014

Effective: 7/1/2014

	<u>Wharfage</u> Per MT	<u>S&F</u> Per MT
Iron or Steel Articles	\$4.94	\$4.82

ITEM 335 Paper and Paper Products Rate

Issued: 6/16/2014

Effective: 7/1/2014

Paper and Paper Products NOS	\$9.36	\$7.59
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.36	\$9.36

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/16/2014

Effective: 7/1/2014

Vegetables, Dried peas, beans, lentils NOS	\$7.63	\$18.55
Unitized in units of 1000 kgs or more	\$7.63	\$7.75

Section 3 – Wharfage & Service and Facilities**ITEM 345 Government and/or Military Vehicles/Road Construction****Equipment**

Issued: 6/16/2014

Effective: 7/1/2014

	<u>Wharfage</u> Per MT	<u>S&F</u> Per MT
Unboxed/Set Up on wheels and/or Tracks		
0 to 10,000 MT	\$22.75	\$14.43
10,000 MT to 20,000 MT	\$16.80	\$10.89
20,000 MT and over	\$11.85	\$9.03

ITEM 350 USDA TITLE II

Issued: 6/16/2014

Effective: 7/1/2014

In USDA sponsored cargo, the following rates will apply,

Bagged Grain and Grain Products, Processed or Unprocessed	\$6.56 MT
Dairy Products, non-refrigerated	\$6.56 MT
Flour	\$6.56 MT
Peas, Beans, Lentils	\$6.65 MT

(S&F and Wharfage are in addition)

ITEM 355 Environmental Fee

Issued: 7/4/2015

Effective: 7/4/2015

Based on handling needs all cargoes may be assessed an environmental fee on a per metric ton basis to help offset the Port's expenses for environmental compliance programs.

Section 5 - Loading and Unloading**ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 20 percent (20%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Rates will be available upon individual quotation.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/16/2014

Effective: 7/1/2014

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$341.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 5 - Loading and Unloading**ITEM 510 Freight NOS Rate**

Issued: 6/16/2014

Effective: 7/1/2014

Freight NOS, Truck Loading	Per Metric Ton \$19.16

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 6/16/2014

Effective: 7/1/2014

Iron or Steel Articles, Truck Loading	\$12.64

ITEM 520 Dunnage Rate

Issued: 7/4/2015

Effective: 7/4/2015

Any Port Provided Stickers, Tiedowns, or Other Materials Per Truck Minimum	\$120.00

Section 6 - Handling**ITEM 600 Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/16/2014

Effective: 7/1/2014

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ship's gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$29.00 per invoice.

(H) HANDLING RATES

Rates available on individual quotation.

Section 7 - Equipment and Labor

ITEM 700 Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 6/12/2013

Effective: 6/30/2013

EQUIPMENT	RATE PER HOUR
Lift Trucks	
less than 28,000 lbs	\$46.00
greater than 28,000 up to and including 36,000 lbs	\$67.00
greater than 36,000 lbs up to and including 55,000 lbs	\$98.00
greater than 55,000 lbs	\$165.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$113.00
Scoop/Payloader (6 cu. yds. & more)	\$144.00
Reach Stacker (48 metric tons)	\$294.00
Top Pick	\$165.00
High Piling loader	\$113.00
Locomotive	\$195.00
Track mobile	\$144.00
Cranes	
Gantry Crane for Breakbulk	\$265.00
Gantry Crane for containers	\$265.00
Gantry Crane for Bulk (W/Bucket)	\$409.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$721.00
Minimum (4 hour minimum)	\$2,884.00
Surcharge per vessel call	\$5,000.00
Surcharge for yard	\$2,500.00
Hoppers	
Hopper Rental (Berth 1)	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$40.00
Conveyor	\$25.00

Section 7 - Equipment and Labor

	RATE PER HOUR
Air Compressor (up to 375 cu. ft/min)	\$32.00
100KW Generator (rented)	\$45.00
Trucks	
Sweeper Truck	\$113.00
Vacuum Truck	\$143.00
Boom Truck	\$62.00
Dock Truck	\$72.00
Trailers w/ dock truck	\$21.00
Man Lifts	
40' - 75' Man Lift	\$58.00
80' - 125' Man Lift	\$113.00
Sling Bags	\$30.00
Light Towers (rented)	\$35.00
Gangway (Berth 5) (Rate per day)	\$283.00
5 th Wheel Transporter (Rate each per shift)	\$360.50

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 7 - Equipment and Labor

Note 2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) **STATE INDUSTRIAL INSURANCE**

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 6/16/2014

Effective: 7/1/2014

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$118.28	\$139.29	\$149.79	\$156.09	\$168.69
Longshore/Clerk Skill I	\$122.24	\$144.57	\$155.73	\$162.43	\$175.82
Longshore/Clerk Skill II	\$125.98	\$149.56	\$161.36	\$168.42	\$182.57
Longshore/Clerk Skill III	\$127.85	\$152.05	\$164.15	\$171.41	\$185.92
Foreman	\$148.24	\$178.17	\$193.13	\$202.11	\$220.05
Longview Skill I plus	\$123.89	\$146.77	\$158.21	\$165.07	\$178.79
Longview Skill I II plus	\$128.67	\$153.15	\$165.39	\$172.73	\$187.41

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor – Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader – Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking, inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,

Section 8 - Miscellaneous Services

6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

Section 8 - Miscellaneous Services**(C) VESSEL REMAINS RESPONSIBLE**

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 6/12/2012

Effective: 6/30/2012

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$128.99
Monday Through Friday After 4:30 P.M.	\$154.35
Saturday	\$318.62
Sunday and Holidays	\$384.77

Each Additional Ton	\$1.32

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.

One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

Section 8 - Miscellaneous Services

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

Section 8 - Miscellaneous Services**ITEM 830 Marine Fire and Safety Association**

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$195.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

the Columbia River at a participating Association members location.

All references to the levy of said \$195.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 6/16/2014

Effective: 7/1/2014

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$650per vessel per 24 hour period excluding cruise vessels.

Section 8 - Miscellaneous Services**ITEM 833 Security Escort Fee**

Issued: 7/4/2015

Effective: 7/4/2015

Security escort fee will be charged when persons entering the Port are unable to present a valid TWIC card.

Per Shift	\$360.00
Job of Short Duration, 4 hour shift	\$180.00

ITEM 834 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10
Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$40.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	15 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

Section 9 - Storage and Demurrage**ITEM 905 Space Rental**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be forty-two cents (\$.42) per square foot, minimum \$420.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

Section 9 - Storage and Demurrage**(B) STORAGE CHARGES**

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

	Rate Per Metric Ton
Minimum Storage charge per month, per customer account	\$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

ITEM 915 Wharf Demurrage

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$50.00 per month, per ocean bill of lading.

Section 9 - Storage and Demurrage**(C) WHARF DEMURRAGE RATES**

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.90 per day.

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**ITEM 1000 Application and Definition**

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 6/16/2014

Effective: 7/1/2014

	<u>Wharfage</u>	<u>S&F</u>
Freight NOS	Per MT	Per TM
by ST (short ton)	7.12	7.12
by CT (cubic ton)	4.17	4.17

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**ITEM 1010 Automobile Rate**

Issued: 6/16/2014

Effective: 7/1/2014

	<u>Wharfage</u>	<u>S&F</u>
	Per MT	Per MT
Automobiles, each	9.76	16.74

ITEM 1015 Boats and Trailer Rate

Issued: 6/16/2014

Effective: 7/1/2014

Boats and Trailers, by linear foot	5.58	5.58

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 6/16/2014

Effective: 7/1/2014

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	11.13	6.40

ITEM 1025 Lumber Rate

Issued: 6/16/2014

Effective: 7/1/2014

Lumber NOS, by MBM	3.55	3.12
Laminated Beams VIZ, by MBM	4.74	4.17
Cross Arms, Trusses VIZ, by CT	3.06	3.06
Railroad Ties VIZ, by ST	4.38	4.38

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 6/16/2014

Effective: 7/1/2014

Plastic / Corrugated Pipe & Accessories, by CT	3.06	3.06

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1035 Plywood Rate

Issued: 6/16/2014

Effective: 7/1/2014

	<u>Wharfage</u> Per MT	<u>S&F</u> Per MT
Plywood NOS, by ST	2.99	2.81
Hardiboard, Hardipanel, Particle Board VIZ, by ST	4.38	4.38
OSB VIZ, by ST	2.99	2.81

ITEM 1040 Poles, Piling Rate

Issued: 6/16/2014

Effective: 7/1/2014

Poles, Piling, by MBM	7.88	7.88

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 6/16/2014

Effective: 7/1/2014

Metals - Steel, NOS, by ST	4.38	4.38
Steel Rebar, Rebar Coils VIZ, by ST	3.81	3.81

Section 11 - Containerized Cargo**ITEM 1100 Application and Definitions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. CHASSIS - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. CONTAINER - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. CONTAINERIZED CARGO - Any freight which is or will be loading into carrier's marine container.
4. CONTAINER DISPOSITION LIST - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. CONTAINER FREIGHT STATION (CFS) - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. CONTAINER REHANDLING - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. CONTAINER YARD (CY) - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. GATE CHARGE - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. EQUIPMENT INTERCHANGE - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such request. Repairs, if requested, will be assessed at the cost of labor and

Section 11 - Containerized Cargo

equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.

10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/16/2014

Effective: 7/1/2014

In or Out, all sizes, per chassis	\$32.58

ITEM 1110 Chassis Storage

Issued: 6/16/2014

Effective: 7/1/2014

AFTER 72 HOUR FREE TIME	
20 foot Chassis, per day	\$2.92
40 foot Chassis, per day	\$4.04

ITEM 1115 Container Inspection

Issued: 6/16/2014

Effective: 7/1/2014

Opening and inspecting container, per container	\$32.58

Section 11 - Containerized Cargo**ITEM 1120 Container Moving Via Barge**

Issued: 6/16/2014

Effective: 7/1/2014

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$202.23

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 6/16/2014

Effective: 7/1/2014

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 69.66

Gate Charge, per move \$ 69.66

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/16/2014

Effective: 7/1/2014

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

Section 11 - Containerized Cargo**(C) MINIMUM CHARGE**

The minimum charge shall be \$25.00 per invoice.

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter \$24.15

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/16/2014

Effective: 7/1/2014

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter \$24.15

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

Naming:

**RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED**

At:

**PORT OF LONGVIEW
LONGVIEW, WA 98632**

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

3/15/2014

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Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

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ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1. <u>Lines/Hauling</u>	_____	_____	_____
2. <u>Dockage</u>	_____	_____	_____
3. <u>Wharfage</u>	_____	_____	_____
4. <u>Service/Facilities</u>	_____	_____	_____
5. <u>Handling</u>	_____	_____	_____
6. <u>Standby/Dead time</u>	_____	_____	_____
7. <u>OT Differential</u>	_____	_____	_____
8. <u>Equip. Rental</u>	_____	_____	_____
9. <u>Security Fee</u>	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. <u>Misc. Services</u>	_____	_____	_____

Total of estimated charges: _____

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations**ITEM 115 Berth Reservation, Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the

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Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
- (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

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The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the

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vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related

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to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) **AD VALOREM CHARGE**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) **RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS**

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous; freight, the value of which may be determined as less than the probable terminal charge; or
3. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT**

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

Section 1 - General Rules and Regulations**(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT**

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat

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notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival

ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

Section 1 - General Rules and Regulations**(C) EXCEPTIONS**

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision is subject to Item 140.

Section 1 - General Rules and Regulations**(B) RESPONSIBILITY AS WAREHOUSEMAN**

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or

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expenses, or recovery of any other loss incurred by reason of such delay. This provision is subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

ITEM 170 Damage by Vessels

Issued: 11/15/2013

Effective: 12/15/2013

Damage by Vessels

Vessels are responsible and will be invoiced for damages to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure, will be deemed to have occurred during the vessel's berthing unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.

Section 2 - Dockage**ITEM 200 Dockage Conditions and Definitions**

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 – Dockage**(D) OCEAN GOING BARGES**

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

Section 2 - Dockage**ITEM 205 Dockage Rates (Berth 1 - 8)**

Issued: 6/12/2013

Effective: 6/29/2013

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$452.00
60	68	\$510.00
68	76	\$567.00
76	84	\$622.00
84	91	\$901.00
91	99	\$1232.00
99	107	\$1586.00
107	114	\$1970.00
114	122	\$2166.00
122	130	\$2398.00
130	137	\$2663.00
137	145	\$2870.00
145	152	\$3153.00
152	160	\$3577.00
160	168	\$3846.00
168	175	\$4174.00
175	183	\$4638.00
183	191	\$5285.00
191	198	\$6146.00
198	206	\$6997.00
206	213	\$7890.00
213	221	\$9143.00
221	229	\$10463.00
229	236	\$11873.00
236	244	\$13325.00
244	259	\$15305.00
259	274	\$17415.00
274	290	\$19618.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.34 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2246.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

ITEM 210 Dockage Rates - EGT Terminal (Berth 9)

Issued: 6/12/2012

Effective: 6/29/2012

Dockage for Berth 9 will be invoiced by EGT at rates established by EGT tariff except for layberth status where the Port of Longview tariff applies.

Section 3 - Wharfage

ITEM 300 Definition, Conditions, Minimum Charge

Issued: 6/12/2013

Effective: 6/29/2013

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

Section 3 - Wharfage

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$29.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Frieght NOS Rate

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, All Trade Routes

W/M whichever produces greater revenue

Export and Import W/M

\$8.67

ITEM 310 Bulk Commodities Rate

Issued: 6/12/2013

Effective: 6/29/2013

Bulk Commodities NOS

\$2.44

Via conveyor

\$2.44

Unitized in jumbo bags

\$7.10

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 6/12/2013

Effective: 6/29/2013

Chemicals, Fertilizers, and Starch NOS

\$12.19

In bags or packages

Unitized on shippers pallets, not requiring boarding,

Reboarding, or use of manual labor

\$12.19

ITEM 320 Equipment and Machinery Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment and Machinery

\$13.24

ITEM 325 Metals - Aluminum Rate

Issued: 6/12/2013

Effective: 6/29/2013

Import Aluminum

\$3.41

Section 3 - Wharfage**ITEM 330 Metals - Iron, Steel Articles Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles	\$4.74

ITEM 335 Paper and Paper Products Rate

Issued: 6/12/2013

Effective: 6/29/2013

Paper and Paper Products NOS	\$9.00
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.00

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/12/2013

Effective: 6/29/2013

Vegetables, Dried peas, beans, lentils NOS	\$7.33
Unitized in units of 1000 kgs or more	\$7.33

ITEM 345 Government and/or Military Vehicles/Road Construction Equipment

Issued: 6/12/2013

Effective: 6/29/2013

Unboxed/Set Up on wheels and/or Tracks

0 to 10,000 MT	\$21.86
10,000 MT to 20,000 MT	\$16.15
20,000 MT and over	\$11.39

Section 3 - Wharfage**ITEM 350 USDA TITLE II**

Issued: 2/15/2014

Effective: 3/15/2014

In USDA sponsored cargo, the following rates will apply,

Bagged Grain and Grain Products, Processed or Unprocessed	\$6.30
Dairy Products, non-refrigerated	\$6.30
Flour	\$6.30
Peas, Beans, Lentils	\$6.30

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/12/2013

Effective: 6/29/2013

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded by forklift equipment as one unit.

Section 4 - Service and Facilities

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$29.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 4 - Service and Facilities**ITEM 405 Freight NOS Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, All Trade Routes

W/M whichever produces greater revenue

Export and Import W/M

\$18.15

ITEM 410 Bulk Commodities Rate

Issued: 6/12/2013

Effective: 6/29/2013

Bulk Commodities NOS

\$3.92

Via Conveyor

\$2.04

Unitized in jumbo bags

\$8.32

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 6/12/2013

Effective: 6/29/2013

Chemicals, Fertilizers, and Starch NOS

In bags or packages

\$17.83

Unitized on shippers pallets, not requiring boarding,
reboarding, or use of manual labor\$7.45

ITEM 420 Equipment and Machinery Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment and Machinery

\$6.80

ITEM 425 Metals - Aluminum Rate

Issued: 6/12/2013

Effective: 6/29/2013

Import Aluminum

\$4.10

Section 4 - Service and Facilities**ITEM 430 Metals - Iron, Steel Articles Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles	\$4.64

ITEM 435 Paper and Paper Products Rate

Issued: 6/12/2013

Effective: 6/29/2013

Paper and Paper Products NOS	\$7.29
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.00

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/12/2013

Effective: 6/29/2013

Vegetables, Dried peas, beans, lentils, NOS	\$17.83
Unitized in units of 1000 kgs or more	\$7.45

ITEM 445 Government and/or Military Vehicles/Road Construction Equipment

Issued: 6/12/2013

Effective: 6/29/2013

Unboxed/Set Up on wheels and/or Tracks

0 to 10,000 MT	\$13.87
10,000 MT to 20,000 MT	\$10.47
20,000 MT and over	\$8.68

Section 5 - Loading and Unloading**ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 20 percent (20%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Rates will be available upon individual quotation.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$325.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, Truck Loading

\$18.25

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles, Truck Loading

\$12.04

Section 6 - Handling**ITEM 600 Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ship's gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$27.00 per invoice.

(H) HANDLING RATES

Rates available on individual quotation.

Section 7 - Equipment and Labor

ITEM 700 Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 6/12/2013

Effective: 6/30/2013

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$46.00
greater than 28,000 up to and including 36,000 lbs	\$67.00
greater than 36,000 lbs up to and including 55,000 lbs	\$98.00
greater than 55,000 lbs	\$165.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$113.00
Scoop/Payloader (6 cu. yds. & more)	\$144.00
Reach Stacker (48 metric tons)	\$294.00
Top Pick	\$165.00
High Piling loader	\$113.00
Locomotive	\$195.00
Track mobile	\$144.00
Cranes	
Gantry Crane for Breakbulk	\$265.00
Gantry Crane for containers	\$265.00
Gantry Crane for Bulk (W/ Bucket)	\$409.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$721.00
Minimum (4 hour minimum)	\$2,884.00
Surcharge per vessel call	\$5,000.00
Surcharge for yard	\$2,500.00
Hoppers	
Hopper Rental (Berth 1)	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$40.00
Conveyor	\$25.00

Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$32.00
100KW Generator (rented)	\$45.00
Trucks	
High Capacity Dump Trucks	\$1509.00
Dump Truck	\$77.00
Sweeper Truck	\$113.00
Vacuum Truck	\$143.00
Boom Truck	\$62.00
Dock Truck	\$72.00
Trailers w/ dock truck	\$21.00
Man Lifts	
40' - 75' Man Lift	\$58.00
80' - 125' Man Lift	\$113.00
Sling Bags	\$30.00
Light Towers (rented)	\$35.00
Gangway (Berth 5) (Rate per day)	\$283.00
5 th Wheel Transporter (Rate each per shift)	\$360.50

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 7 - Equipment and Labor

Note 2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) **STATE INDUSTRIAL INSURANCE**

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 6/12/2013

Effective: 6/29/2013

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$114.43	\$134.06	\$143.88	\$149.78	\$161.55
Longshore/Clerk Skill I	\$118.39	\$139.34	\$149.82	\$156.11	\$168.68
Longshore/Clerk Skill II	\$122.14	\$144.34	\$155.45	\$162.11	\$175.43
Longshore/Clerk Skill III	\$124.01	\$146.84	\$158.24	\$165.09	\$178.78
Foreman	\$143.41	\$171.47	\$185.51	\$193.92	\$210.76
Longview Skill I plus	\$120.05	\$141.55	\$152.30	\$158.76	\$171.65
Longview Skill III plus	\$124.83	\$147.93	\$159.48	\$166.41	\$180.26

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor – Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader – Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking, inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,

Section 8 - Miscellaneous Services

6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%. The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

Section 8 - Miscellaneous Services**(C) VESSEL REMAINS RESPONSIBLE**

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 6/12/2012

Effective: 6/30/2012

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$128.99
Monday Through Friday After 4:30 P.M.	\$154.35
Saturday	\$318.62
Sunday and Holidays	\$384.77

Each Additional Ton	\$1.32

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.

One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

Section 8 - Miscellaneous Services

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

Section 8 - Miscellaneous Services**ITEM 830 Marine Fire and Safety Association**

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$145.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

the Columbia River at a participating Association members location.

All references to the levy of said \$145.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 6/12/2013

Effective: 6/29/2013

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$575 per vessel per day, excluding cruise vessels and domestic barges.

Section 8 - Miscellaneous Services**ITEM 833 Small Lot Fee**

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10
Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage

ITEM 900 Free Time

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	7 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

Section 9 - Storage and Demurrage**ITEM 905 Space Rental**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be forty-two cents (\$.42) per square foot, minimum \$420.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

Section 9 - Storage and Demurrage**(B) STORAGE CHARGES**

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account	\$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

ITEM 915 Wharf Demurrage

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$50.00 per month, per ocean bill of lading.

Section 9 - Storage and Demurrage**(C) WHARF DEMURRAGE RATES**

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.90 per day.

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**ITEM 1000 Application and Definition**

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 6/12/2013

Effective: 6/29/2013

	Wharfage	S&F
Freight NOS		
by ST (short ton)	6.84	6.84
by CT (cubic ton)	4.01	4.01

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**ITEM 1010 Automobile Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Automobiles, each	9.38	16.09

ITEM 1015 Boats and Trailer Rate

Issued: 6/12/2013

Effective: 6/29/2013

Boats and Trailers, by linear foot	5.36	5.36

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	10.70	6.15

ITEM 1025 Lumber Rate

Issued: 6/12/2013

Effective: 6/29/2013

	Wharfage	S&F
Lumber NOS, by MBM	3.41	3.00
Laminated Beams VIZ, by MBM	4.56	4.01
Cross Arms, Trusses VIZ, by CT	2.94	2.94
Railroad Ties VIZ, by ST	4.21	4.21

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 6/12/2013

Effective: 6/29/2013

Plastic / Corrugated Pipe & Accessories, by CT	2.94	2.94

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1035 Plywood Rate

Issued: 6/12/2013

Effective: 6/29/2013

Plywood NOS, by ST	2.87	2.70
Hardiboard, Hardipanel, Particle Board VIZ, by ST	4.21	4.21
OSB VIZ, by ST	2.87	2.70

ITEM 1040 Poles, Piling Rate

Issued: 6/12/2013

Effective: 6/29/2013

Poles, Piling, by MBM	7.58	7.58

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 6/12/2013

Effective: 6/29/2013

Metals - Steel, NOS, by ST	4.21	4.21
Steel Rebar, Rebar Coils VIZ, by ST	3.67	3.67

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. CHASSIS - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. CONTAINER - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. CONTAINERIZED CARGO - Any freight which is or will be loading into carrier's marine container.
4. CONTAINER DISPOSITION LIST - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. CONTAINER FREIGHT STATION (CFS) - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. CONTAINER REHANDLING - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. CONTAINER YARD (CY) - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. GATE CHARGE - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. EQUIPMENT INTERCHANGE - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such request. Repairs, if requested, will be assessed at the cost of labor and

Section 11 - Containerized Cargo

equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.

10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/12/2013

Effective: 6/29/2013

In or Out, all sizes, per chassis	\$31.03

ITEM 1110 Chassis Storage

Issued: 6/12/2013

Effective: 6/29/2013

AFTER 72 HOUR FREE TIME	
20 foot Chassis, per day	\$2.78
40 foot Chassis, per day	\$3.85

ITEM 1115 Container Inspection

Issued: 6/12/2013

Effective: 6/29/2013

Opening and inspecting container, per container	\$31.03

Section 11 - Containerized Cargo**ITEM 1120 Container Moving Via Barge**

Issued: 6/12/2013

Effective: 6/29/2013

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$192.60

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 6/12/2013

Effective: 6/29/2013

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 66.34

Gate Charge, per move \$ 66.34

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/12/2013

Effective: 6/29/2013

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

Section 11 - Containerized Cargo**(C) MINIMUM CHARGE**

The minimum charge shall be \$25.00 per invoice.

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter \$23.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter \$23.00

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

7/1/2014

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Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

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ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1. <u>Lines/Hauling</u>	_____	_____	_____
2. <u>Dockage</u>	_____	_____	_____
3. <u>Wharfage</u>	_____	_____	_____
4. <u>Service/Facilities</u>	_____	_____	_____
5. <u>Handling</u>	_____	_____	_____
6. <u>Standby/Dead time</u>	_____	_____	_____
7. <u>OT Differential</u>	_____	_____	_____
8. <u>Equip. Rental</u>	_____	_____	_____
9. <u>Security Fee</u>	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. <u>Misc. Services</u>	_____	_____	_____

Total of estimated charges: _____

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations**ITEM 115 Berth Reservation, Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the

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Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
- (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

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The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the

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vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related

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to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) **AD VALOREM CHARGE**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) **RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS**

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous; freight, the value of which may be determined as less than the probable terminal charge; or
3. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT**

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

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(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat

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notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival

ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

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(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision is subject to Item 140.

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(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or

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expenses, or recovery of any other loss incurred by reason of such delay. This provision is subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

ITEM 170 Damage by Vessels

Issued: 11/15/2013

Effective: 12/15/2013

Damage by Vessels

Vessels are responsible and will be invoiced for damages to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure, will be deemed to have occurred during the vessel's berthing unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.

Section 2 - Dockage**ITEM 200 Dockage Conditions and Definitions**

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 – Dockage**(D) OCEAN GOING BARGES**

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

Section 2 - Dockage**ITEM 205 Dockage Rates (Berth 1 - 8)**

Issued: 6/16/2014

Effective: 7/1/2014

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$461.00
60	68	\$520.00
68	76	\$578.00
76	84	\$634.00
84	91	\$919.00
91	99	\$1257.00
99	107	\$1618.00
107	114	\$2009.00
114	122	\$2209.00
122	130	\$2446.00
130	137	\$2716.00
137	145	\$2927.00
145	152	\$3216.00
152	160	\$3649.00
160	168	\$3923.00
168	175	\$4257.00
175	183	\$4731.00
183	191	\$5391.00
191	198	\$6269.00
198	206	\$7137.00
206	213	\$8048.00
213	221	\$9326.00
221	229	\$10672.00
229	236	\$12110.00
236	244	\$13592.00
244	259	\$15611.00
259	274	\$17763.00
274	290	\$20010.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.37 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2291.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

ITEM 210 Dockage Rates - EGT Terminal (Berth 9)

Issued: 6/12/2012

Effective: 6/29/2012

Dockage for Berth 9 will be invoiced by EGT at rates established by EGT tariff except for layberth status where the Port of Longview tariff applies.

Section 3 - Wharfage

ITEM 300 Definition, Conditions, Minimum Charge

Issued: 6/16/2014

Effective: 7/1/2014

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

Section 3 - Wharfage

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$30.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Frieght NOS Rate

Issued: 6/16/2014

Effective: 7/1/2014

Freight NOS, All Trade Routes

W/M whichever produces greater revenue

Export and Import W/M

\$8.84

ITEM 310 Bulk Commodities Rate

Issued: 6/16/2014

Effective: 7/1/2014

Bulk Commodities NOS

\$2.49

Via conveyor

\$2.49

Unitized in jumbo bags

\$7.24

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 6/16/2014

Effective: 7/1/2014

Chemicals, Fertilizers, and Starch NOS

\$12.43

In bags or packages

Unitized on shippers pallets, not requiring boarding,

Reboarding, or use of manual labor

\$12.43

ITEM 320 Equipment and Machinery Rate

Issued: 6/16/2014

Effective: 7/1/2014

Equipment and Machinery

\$13.51

ITEM 325 Metals – Aluminum Rate

Issued: 6/16/2014

Effective: 7/1/2014

Import Aluminum

\$3.48

Section 3 - Wharfage**ITEM 330 Metals - Iron, Steel Articles Rate**

Issued: 6/16/2014

Effective: 7/1/2014

Iron or Steel Articles	\$4.84

ITEM 335 Paper and Paper Products Rate

Issued: 6/16/2014

Effective: 7/1/2014

Paper and Paper Products NOS	\$9.18
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.18

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/16/2014

Effective: 7/1/2014

Vegetables, Dried peas, beans, lentils NOS	\$7.48
Unitized in units of 1000 kgs or more	\$7.48

ITEM 345 Government and/or Military Vehicles/Road Construction Equipment

Issued: 6/16/2014

Effective: 7/1/2014

Unboxed/Set Up on wheels and/or Tracks

0 to 10,000 MT	\$22.30
10,000 MT to 20,000 MT	\$16.47
20,000 MT and over	\$11.62

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Section 3 - Wharfage

ITEM 350 USDA TITLE II

Issued: 6/16/2014

Effective: 7/1/2014

In USDA sponsored cargo, the following rates will apply,

Bagged Grain and Grain Products, Processed or Unprocessed	\$6.43 MT
Dairy Products, non-refrigerated	\$6.43 MT
Flour	\$6.43 MT
Peas, Beans, Lentils	\$6.43 MT

(S&F and Wharfage are in addition)

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/16/2014

Effective: 7/1/2014

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded by forklift equipment as one unit.

Section 4 - Service and Facilities

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$30.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 4 - Service and Facilities**ITEM 405 Freight NOS Rate**

Issued: 6/16/2014

Effective: 7/1/2014

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$18.51

ITEM 410 Bulk Commodities Rate

Issued: 6/16/2014

Effective: 7/1/2014

Bulk Commodities NOS	\$4.00
Via Conveyor	\$2.08
Unitized in jumbo bags	\$8.49

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 6/16/2014

Effective: 7/1/2014

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$18.19
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$7.60

ITEM 420 Equipment and Machinery Rate

Issued: 6/16/2014

Effective: 7/1/2014

Equipment and Machinery	\$6.94

ITEM 425 Metals - Aluminum Rate

Issued: 6/16/2014

Effective: 7/1/2014

Import Aluminum	\$4.18

Section 4 - Service and Facilities**ITEM 430 Metals - Iron, Steel Articles Rate**

Issued: 6/16/2014

Effective: 7/1/2014

Iron or Steel Articles	\$4.73

ITEM 435 Paper and Paper Products Rate

Issued: 6/16/2014

Effective: 7/1/2014

Paper and Paper Products NOS	\$7.44
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.18

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/16/2014

Effective: 7/1/2014

Vegetables, Dried peas, beans, lentils, NOS	\$18.19
Unitized in units of 1000 kgs or more	\$7.60

ITEM 445 Government and/or Military Vehicles/Road Construction Equipment

Issued: 6/16/2014

Effective: 7/1/2014

Unboxed/Set Up on wheels and/or Tracks

0 to 10,000 MT	\$14.15
10,000 MT to 20,000 MT	\$10.68
20,000 MT and over	\$8.85

Section 5 - Loading and Unloading**ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 20 percent (20%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Rates will be available upon individual quotation.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/16/2014

Effective: 7/1/2014

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$341.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 6/16/2014

Effective: 7/1/2014

Freight NOS, Truck Loading

\$19.16

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 6/16/2014

Effective: 7/1/2014

Iron or Steel Articles, Truck Loading

\$12.64

Section 6 - Handling**ITEM 600 Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/16/2014

Effective: 7/1/2014

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ship's gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$28.00 per invoice.

(H) HANDLING RATES

Rates available on individual quotation.

Section 7 - Equipment and Labor**ITEM 700 Equipment Rental Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 6/12/2013

Effective: 6/30/2013

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$46.00
greater than 28,000 up to and including 36,000 lbs	\$67.00
greater than 36,000 lbs up to and including 55,000 lbs	\$98.00
greater than 55,000 lbs	\$165.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$113.00
Scoop/Payloader (6 cu. yds. & more)	\$144.00
Reach Stacker (48 metric tons)	\$294.00
Top Pick	\$165.00
High Piling loader	\$113.00
Locomotive	\$195.00
Track mobile	\$144.00
Cranes	
Gantry Crane for Breakbulk	\$265.00
Gantry Crane for containers	\$265.00
Gantry Crane for Bulk (W/ Bucket)	\$409.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$721.00
Minimum (4 hour minimum)	\$2,884.00
Surcharge per vessel call	\$5,000.00
Surcharge for yard	\$2,500.00
Hoppers	
Hopper Rental (Berth 1)	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$40.00
Conveyor	\$25.00

Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$32.00
100KW Generator (rented)	\$45.00
Trucks	
High Capacity Dump Trucks	\$1509.00
Dump Truck	\$77.00
Sweeper Truck	\$113.00
Vacuum Truck	\$143.00
Boom Truck	\$62.00
Dock Truck	\$72.00
Trailers w/ dock truck	\$21.00
Man Lifts	
40' - 75' Man Lift	\$58.00
80' - 125' Man Lift	\$113.00
Sling Bags	\$30.00
Light Towers (rented)	\$35.00
Gangway (Berth 5) (Rate per day)	\$283.00
5 th Wheel Transporter (Rate each per shift)	\$360.50

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 7 - Equipment and Labor

Note 2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) **STATE INDUSTRIAL INSURANCE**

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 6/16/2014

Effective: 7/1/2014

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$121.32	\$141.51	\$151.59	\$157.65	\$169.75
Longshore/Clerk Skill I	\$125.28	\$146.79	\$157.54	\$163.99	\$176.88
Longshore/Clerk Skill II	\$129.03	\$151.77	\$163.16	\$169.98	\$183.63
Longshore/Clerk Skill III	\$130.89	\$154.27	\$165.95	\$172.97	\$186.99
Foreman	\$150.67	\$179.27	\$193.59	\$202.17	\$219.34
Longview Skill I plus	\$126.93	\$148.98	\$160.01	\$166.63	\$179.85
Longview Skill III plus	\$131.72	\$155.37	\$167.19	\$174.29	\$188.47

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor – Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader – Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking, inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,

Section 8 - Miscellaneous Services

6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%. The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

Section 8 - Miscellaneous Services**(C) VESSEL REMAINS RESPONSIBLE**

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 6/12/2012

Effective: 6/30/2012

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$128.99
Monday Through Friday After 4:30 P.M.	\$154.35
Saturday	\$318.62
Sunday and Holidays	\$384.77

Each Additional Ton	\$1.32

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.

One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

Section 8 - Miscellaneous Services

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

Section 8 - Miscellaneous Services**ITEM 830 Marine Fire and Safety Association**

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$145.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

the Columbia River at a participating Association members location.

All references to the levy of said \$145.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 6/16/2014

Effective: 7/1/2014

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$600per vessel per day, excluding cruise vessels and domestic barges.

Section 8 - Miscellaneous Services**ITEM 833 Small Lot Fee**

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10
Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage

ITEM 900 Free Time

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	7 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

Section 9 - Storage and Demurrage**ITEM 905 Space Rental**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be forty-two cents (\$.42) per square foot, minimum \$420.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

Section 9 - Storage and Demurrage**(B) STORAGE CHARGES**

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account	\$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

ITEM 915 Wharf Demurrage

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$50.00 per month, per ocean bill of lading.

Section 9 - Storage and Demurrage**(C) WHARF DEMURRAGE RATES**

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.90 per day.

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**ITEM 1000 Application and Definition**

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 6/16/2014

Effective: 7/1/2014

	Wharfage	S&F
Freight NOS		
by ST (short ton)	6.98	6.98
by CT (cubic ton)	4.09	4.09

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1010 Automobile Rate

Issued: 6/16/2014

Effective: 7/1/2014

Automobiles, each	9.57	16.41

ITEM 1015 Boats and Trailer Rate

Issued: 6/16/2014

Effective: 7/1/2014

Boats and Trailers, by linear foot	5.47	5.47

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 6/16/2014

Effective: 7/1/2014

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	10.91	6.27

ITEM 1025 Lumber Rate

Issued: 6/16/2014

Effective: 7/1/2014

	Wharfage	S&F
Lumber NOS, by MBM	3.48	3.06
Laminated Beams VIZ, by MBM	4.65	4.09
Cross Arms, Trusses VIZ, by CT	3.00	3.00
Railroad Ties VIZ, by ST	4.29	4.29

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 6/16/2014

Effective: 7/1/2014

Plastic / Corrugated Pipe & Accessories, by CT	3.00	3.00

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1035 Plywood Rate

Issued: 6/16/2014

Effective: 7/1/2014

Plywood NOS, by ST	2.93	2.75
Hardiboard, Hardipanel,		
Particle Board VIZ, by ST	4.29	4.29
OSB VIZ, by ST	2.93	2.75

ITEM 1040 Poles, Piling Rate

Issued: 6/16/2014

Effective: 7/1/2014

Poles, Piling, by MBM	7.73	7.73

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 6/16/2014

Effective: 7/1/2014

Metals - Steel, NOS, by ST	4.29	4.29
Steel Rebar, Rebar Coils VIZ, by ST	3.74	3.74

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. CHASSIS - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. CONTAINER - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. CONTAINERIZED CARGO - Any freight which is or will be loading into carrier's marine container.
4. CONTAINER DISPOSITION LIST - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. CONTAINER FREIGHT STATION (CFS) - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. CONTAINER REHANDLING - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. CONTAINER YARD (CY) - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. GATE CHARGE - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. EQUIPMENT INTERCHANGE - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such request. Repairs, if requested, will be assessed at the cost of labor and

Section 11 - Containerized Cargo

equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.

10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/16/2014

Effective: 7/1/2014

In or Out, all sizes, per chassis	\$32.58

ITEM 1110 Chassis Storage

Issued: 6/16/2014

Effective: 7/1/2014

AFTER 72 HOUR FREE TIME	
20 foot Chassis, per day	\$2.92
40 foot Chassis, per day	\$4.04

ITEM 1115 Container Inspection

Issued: 6/16/2014

Effective: 7/1/2014

Opening and inspecting container, per container	\$32.58

Section 11 - Containerized Cargo**ITEM 1120 Container Moving Via Barge**

Issued: 6/16/2014

Effective: 7/1/2014

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$202.23

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 6/16/2014

Effective: 7/1/2014

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 69.66

Gate Charge, per move \$ 69.66

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/16/2014

Effective: 7/1/2014

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

Section 11 - Containerized Cargo**(C) MINIMUM CHARGE**

The minimum charge shall be \$25.00 per invoice.

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter \$24.15

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/16/2014

Effective: 7/1/2014

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter \$24.15

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

12/15/2013

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Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

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ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1. <u>Lines/Hauling</u>	_____	_____	_____
2. <u>Dockage</u>	_____	_____	_____
3. <u>Wharfage</u>	_____	_____	_____
4. <u>Service/Facilities</u>	_____	_____	_____
5. <u>Handling</u>	_____	_____	_____
6. <u>Standby/Dead time</u>	_____	_____	_____
7. <u>OT Differential</u>	_____	_____	_____
8. <u>Equip. Rental</u>	_____	_____	_____
9. <u>Security Fee</u>	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. <u>Misc. Services</u>	_____	_____	_____

Total of estimated charges: _____

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations**ITEM 115 Berth Reservation, Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the

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Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
- (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

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The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the

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vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related

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to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) **AD VALOREM CHARGE**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) **RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS**

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous; freight, the value of which may be determined as less than the probable terminal charge; or
3. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT**

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

Section 1 - General Rules and Regulations**(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT**

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat

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notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival

ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

Section 1 - General Rules and Regulations**(C) EXCEPTIONS**

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision is subject to Item 140.

Section 1 - General Rules and Regulations**(B) RESPONSIBILITY AS WAREHOUSEMAN**

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or

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expenses, or recovery of any other loss incurred by reason of such delay. This provision is subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

ITEM 170 Damage by Vessels

Issued: 11/15/2013

Effective: 12/15/2013

Damage by Vessels

Vessels are responsible and will be invoiced for damages to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure, will be deemed to have occurred during the vessel's berthing unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.

Section 2 - Dockage**ITEM 200 Dockage Conditions and Definitions**

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 – Dockage**(D) OCEAN GOING BARGES**

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

Section 2 - Dockage**ITEM 205 Dockage Rates (Berth 1 - 8)**

Issued: 6/12/2013

Effective: 6/29/2013

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$452.00
60	68	\$510.00
68	76	\$567.00
76	84	\$622.00
84	91	\$901.00
91	99	\$1232.00
99	107	\$1586.00
107	114	\$1970.00
114	122	\$2166.00
122	130	\$2398.00
130	137	\$2663.00
137	145	\$2870.00
145	152	\$3153.00
152	160	\$3577.00
160	168	\$3846.00
168	175	\$4174.00
175	183	\$4638.00
183	191	\$5285.00
191	198	\$6146.00
198	206	\$6997.00
206	213	\$7890.00
213	221	\$9143.00
221	229	\$10463.00
229	236	\$11873.00
236	244	\$13325.00
244	259	\$15305.00
259	274	\$17415.00
274	290	\$19618.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.34 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2246.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

ITEM 210 Dockage Rates - EGT Terminal (Berth 9)

Issued: 6/12/2012

Effective: 6/29/2012

Dockage for Berth 9 will be invoiced by EGT at rates established by EGT tariff except for layberth status where the Port of Longview tariff applies.

Section 3 - Wharfage

ITEM 300 Definition, Conditions, Minimum Charge

Issued: 6/12/2013

Effective: 6/29/2013

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

Section 3 - Wharfage

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$29.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Frieght NOS Rate

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$8.67

ITEM 310 Bulk Commodities Rate

Issued: 6/12/2013

Effective: 6/29/2013

Bulk Commodities NOS	\$2.44
Via conveyor	\$2.44
Unitized in jumbo bags	\$7.10

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 6/12/2013

Effective: 6/29/2013

Chemicals, Fertilizers, and Starch NOS	\$12.19
In bags or packages	
Unitized on shippers pallets, not requiring boarding, Reboarding, or use of manual labor	\$12.19

ITEM 320 Equipment and Machinery Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment and Machinery	\$13.24

ITEM 325 Metals - Aluminum Rate

Issued: 6/12/2013

Effective: 6/29/2013

Import Aluminum	\$3.41

Section 3 - Wharfage**ITEM 330 Metals - Iron, Steel Articles Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles	\$4.74

ITEM 335 Paper and Paper Products Rate

Issued: 6/12/2013

Effective: 6/29/2013

Paper and Paper Products NOS	\$9.00
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.00

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/12/2013

Effective: 6/29/2013

Vegetables, Dried peas, beans, lentils NOS	\$7.33
Unitized in units of 1000 kgs or more	\$7.33

ITEM 345 Government and/or Military Vehicles/Road Construction Equipment

Issued: 6/12/2013

Effective: 6/29/2013

Unboxed/Set Up on wheels and/or Tracks

0 to 10,000 MT	\$21.86
10,000 MT to 20,000 MT	\$16.15
20,000 MT and over	\$11.39

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/12/2013

Effective: 6/29/2013

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded by forklift equipment as one unit.

Section 4 - Service and Facilities

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$29.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 4 - Service and Facilities**ITEM 405 Freight NOS Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$18.15

ITEM 410 Bulk Commodities Rate

Issued: 6/12/2013

Effective: 6/29/2013

Bulk Commodities NOS	\$3.92
Via Conveyor	\$2.04
Unitized in jumbo bags	\$8.32

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 6/12/2013

Effective: 6/29/2013

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$17.83
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$7.45

ITEM 420 Equipment and Machinery Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment and Machinery	\$6.80

ITEM 425 Metals - Aluminum Rate

Issued: 6/12/2013

Effective: 6/29/2013

Import Aluminum	\$4.10

Section 4 - Service and Facilities**ITEM 430 Metals - Iron, Steel Articles Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles	\$4.64

ITEM 435 Paper and Paper Products Rate

Issued: 6/12/2013

Effective: 6/29/2013

Paper and Paper Products NOS	\$7.29
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.00

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/12/2013

Effective: 6/29/2013

Vegetables, Dried peas, beans, lentils, NOS	\$17.83
Unitized in units of 1000 kgs or more	\$7.45

ITEM 445 Government and/or Military Vehicles/Road Construction Equipment

Issued: 6/12/2013

Effective: 6/29/2013

Unboxed/Set Up on wheels and/or Tracks

0 to 10,000 MT	\$13.87
10,000 MT to 20,000 MT	\$10.47
20,000 MT and over	\$8.68

Section 5 - Loading and Unloading**ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 20 percent (20%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Rates will be available upon individual quotation.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$325.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 5 - Loading and Unloading**ITEM 510 Freight NOS Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, Truck Loading

\$18.25

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles, Truck Loading

\$12.04

Section 6 - Handling**ITEM 600 Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ship's gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$27.00 per invoice.

(H) HANDLING RATES

Rates available on individual quotation.

Section 7 - Equipment and Labor

ITEM 700 Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 6/12/2013

Effective: 6/30/2013

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$46.00
greater than 28,000 up to and including 36,000 lbs	\$67.00
greater than 36,000 lbs up to and including 55,000 lbs	\$98.00
greater than 55,000 lbs	\$165.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$113.00
Scoop/Payloader (6 cu. yds. & more)	\$144.00
Reach Stacker (48 metric tons)	\$294.00
Top Pick	\$165.00
High Piling loader	\$113.00
Locomotive	\$195.00
Track mobile	\$144.00
Cranes	
Gantry Crane for Breakbulk	\$265.00
Gantry Crane for containers	\$265.00
Gantry Crane for Bulk (W/ Bucket)	\$409.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$721.00
Minimum (4 hour minimum)	\$2,884.00
Surcharge per vessel call	\$5,000.00
Surcharge for yard	\$2,500.00
Hoppers	
Hopper Rental (Berth 1)	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$40.00
Conveyor	\$25.00

Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$32.00
100KW Generator (rented)	\$45.00
Trucks	
High Capacity Dump Trucks	\$1509.00
Dump Truck	\$77.00
Sweeper Truck	\$113.00
Vacuum Truck	\$143.00
Boom Truck	\$62.00
Dock Truck	\$72.00
Trailers w/ dock truck	\$21.00
Man Lifts	
40' - 75' Man Lift	\$58.00
80' - 125' Man Lift	\$113.00
Sling Bags	\$30.00
Light Towers (rented)	\$35.00
Gangway (Berth 5) (Rate per day)	\$283.00
5 th Wheel Transporter (Rate each per shift)	\$360.50

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 7 - Equipment and Labor

Note 2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) **STATE INDUSTRIAL INSURANCE**

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 6/12/2013

Effective: 6/29/2013

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$114.43	\$134.06	\$143.88	\$149.78	\$161.55
Longshore/Clerk Skill I	\$118.39	\$139.34	\$149.82	\$156.11	\$168.68
Longshore/Clerk Skill II	\$122.14	\$144.34	\$155.45	\$162.11	\$175.43
Longshore/Clerk Skill III	\$124.01	\$146.84	\$158.24	\$165.09	\$178.78
Foreman	\$143.41	\$171.47	\$185.51	\$193.92	\$210.76
Longview Skill I plus	\$120.05	\$141.55	\$152.30	\$158.76	\$171.65
Longview Skill III plus	\$124.83	\$147.93	\$159.48	\$166.41	\$180.26

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor – Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader – Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking, inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,

Section 8 - Miscellaneous Services

6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%. The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

Section 8 - Miscellaneous Services**(C) VESSEL REMAINS RESPONSIBLE**

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 6/12/2012

Effective: 6/30/2012

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$128.99
Monday Through Friday After 4:30 P.M.	\$154.35
Saturday	\$318.62
Sunday and Holidays	\$384.77

Each Additional Ton	\$1.32

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.

One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

Section 8 - Miscellaneous Services

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

Section 8 - Miscellaneous Services**ITEM 830 Marine Fire and Safety Association**

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$145.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

the Columbia River at a participating Association members location.

All references to the levy of said \$145.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 6/12/2013

Effective: 6/29/2013

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$575 per vessel per day, excluding cruise vessels and domestic barges.

Section 8 - Miscellaneous Services**ITEM 833 Small Lot Fee**

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10
Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage

ITEM 900 Free Time

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	7 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

Section 9 - Storage and Demurrage**ITEM 905 Space Rental**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be forty-two cents (\$.42) per square foot, minimum \$420.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

Section 9 - Storage and Demurrage**(B) STORAGE CHARGES**

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account	\$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

ITEM 915 Wharf Demurrage

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$50.00 per month, per ocean bill of lading.

Section 9 - Storage and Demurrage**(C) WHARF DEMURRAGE RATES**

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.90 per day.

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**ITEM 1000 Application and Definition**

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 6/12/2013

Effective: 6/29/2013

	Wharfage	S&F
Freight NOS		
by ST (short ton)	6.84	6.84
by CT (cubic ton)	4.01	4.01

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1010 Automobile Rate

Issued: 6/12/2013

Effective: 6/29/2013

Automobiles, each	9.38	16.09

ITEM 1015 Boats and Trailer Rate

Issued: 6/12/2013

Effective: 6/29/2013

Boats and Trailers, by linear foot	5.36	5.36

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	10.70	6.15

ITEM 1025 Lumber Rate

Issued: 6/12/2013

Effective: 6/29/2013

	Wharfage	S&F
Lumber NOS, by MBM	3.41	3.00
Laminated Beams VIZ, by MBM	4.56	4.01
Cross Arms, Trusses VIZ, by CT	2.94	2.94
Railroad Ties VIZ, by ST	4.21	4.21

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 6/12/2013

Effective: 6/29/2013

Plastic / Corrugated Pipe & Accessories, by CT	2.94	2.94

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1035 Plywood Rate

Issued: 6/12/2013

Effective: 6/29/2013

Plywood NOS, by ST	2.87	2.70
Hardiboard, Hardipanel, Particle Board VIZ, by ST	4.21	4.21
OSB VIZ, by ST	2.87	2.70

ITEM 1040 Poles, Piling Rate

Issued: 6/12/2013

Effective: 6/29/2013

Poles, Piling, by MBM	7.58	7.58

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 6/12/2013

Effective: 6/29/2013

Metals - Steel, NOS, by ST	4.21	4.21
Steel Rebar, Rebar Coils VIZ, by ST	3.67	3.67

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. CHASSIS - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. CONTAINER - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. CONTAINERIZED CARGO - Any freight which is or will be loading into carrier's marine container.
4. CONTAINER DISPOSITION LIST - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. CONTAINER FREIGHT STATION (CFS) - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. CONTAINER REHANDLING - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. CONTAINER YARD (CY) - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. GATE CHARGE - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. EQUIPMENT INTERCHANGE - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such request. Repairs, if requested, will be assessed at the cost of labor and

Section 11 - Containerized Cargo

equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.

10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/12/2013

Effective: 6/29/2013

In or Out, all sizes, per chassis	\$31.03

ITEM 1110 Chassis Storage

Issued: 6/12/2013

Effective: 6/29/2013

AFTER 72 HOUR FREE TIME	
20 foot Chassis, per day	\$2.78
40 foot Chassis, per day	\$3.85

ITEM 1115 Container Inspection

Issued: 6/12/2013

Effective: 6/29/2013

Opening and inspecting container, per container	\$31.03

Section 11 - Containerized Cargo**ITEM 1120 Container Moving Via Barge**

Issued: 6/12/2013

Effective: 6/29/2013

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$192.60

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 6/12/2013

Effective: 6/29/2013

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 66.34

Gate Charge, per move \$ 66.34

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/12/2013

Effective: 6/29/2013

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

Section 11 - Containerized Cargo**(C) MINIMUM CHARGE**

The minimum charge shall be \$25.00 per invoice.

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter \$23.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter \$23.00

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

6/29/2013

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Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

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ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1. <u>Lines/Hauling</u>	_____	_____	_____
2. <u>Dockage</u>	_____	_____	_____
3. <u>Wharfage</u>	_____	_____	_____
4. <u>Service/Facilities</u>	_____	_____	_____
5. <u>Handling</u>	_____	_____	_____
6. <u>Standby/Dead time</u>	_____	_____	_____
7. <u>OT Differential</u>	_____	_____	_____
8. <u>Equip. Rental</u>	_____	_____	_____
9. <u>Security Fee</u>	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. <u>Misc. Services</u>	_____	_____	_____

Total of estimated charges: _____

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations**ITEM 115 Berth Reservation, Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the

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Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
- (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

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The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the

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vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related

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to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) **AD VALOREM CHARGE**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) **RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS**

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous; freight, the value of which may be determined as less than the probable terminal charge; or
3. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT**

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

Section 1 - General Rules and Regulations**(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT**

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat

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notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival

ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

Section 1 - General Rules and Regulations**(C) EXCEPTIONS**

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision is subject to Item 140.

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(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or

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expenses, or recovery of any other loss incurred by reason of such delay. This provision is subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200 Dockage Conditions and Definitions**

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 – Dockage**(D) OCEAN GOING BARGES**

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

Section 2 - Dockage**ITEM 205 Dockage Rates (Berth 1 - 8)**

Issued: 6/12/2013

Effective: 6/29/2013

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$452.00
60	68	\$510.00
68	76	\$567.00
76	84	\$622.00
84	91	\$901.00
91	99	\$1232.00
99	107	\$1586.00
107	114	\$1970.00
114	122	\$2166.00
122	130	\$2398.00
130	137	\$2663.00
137	145	\$2870.00
145	152	\$3153.00
152	160	\$3577.00
160	168	\$3846.00
168	175	\$4174.00
175	183	\$4638.00
183	191	\$5285.00
191	198	\$6146.00
198	206	\$6997.00
206	213	\$7890.00
213	221	\$9143.00
221	229	\$10463.00
229	236	\$11873.00
236	244	\$13325.00
244	259	\$15305.00
259	274	\$17415.00
274	290	\$19618.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.34 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2246.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

ITEM 210 Dockage Rates - EGT Terminal (Berth 9)

Issued: 6/12/2012

Effective: 6/29/2012

Dockage for Berth 9 will be invoiced by EGT at rates established by EGT tariff except for layberth status where the Port of Longview tariff applies.

Section 3 - Wharfage

ITEM 300 Definition, Conditions, Minimum Charge

Issued: 6/12/2013

Effective: 6/29/2013

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

Section 3 - Wharfage

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$29.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Frieght NOS Rate

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, All Trade Routes

W/M whichever produces greater revenue

Export and Import W/M

\$8.67

ITEM 310 Bulk Commodities Rate

Issued: 6/12/2013

Effective: 6/29/2013

Bulk Commodities NOS

\$2.44

Via conveyor

\$2.44

Unitized in jumbo bags

\$7.10

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 6/12/2013

Effective: 6/29/2013

Chemicals, Fertilizers, and Starch NOS

\$12.19

In bags or packages

Unitized on shippers pallets, not requiring boarding,

Reboarding, or use of manual labor

\$12.19

ITEM 320 Equipment and Machinery Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment and Machinery

\$13.24

ITEM 325 Metals - Aluminum Rate

Issued: 6/12/2013

Effective: 6/29/2013

Import Aluminum

\$3.41

Section 3 - Wharfage**ITEM 330 Metals - Iron, Steel Articles Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles	\$4.74

ITEM 335 Paper and Paper Products Rate

Issued: 6/12/2013

Effective: 6/29/2013

Paper and Paper Products NOS	\$9.00
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.00

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/12/2013

Effective: 6/29/2013

Vegetables, Dried peas, beans, lentils NOS	\$7.33
Unitized in units of 1000 kgs or more	\$7.33

ITEM 345 Government and/or Military Vehicles/Road Construction Equipment

Issued: 6/12/2013

Effective: 6/29/2013

Unboxed/Set Up on wheels and/or Tracks

0 to 10,000 MT	\$21.86
10,000 MT to 20,000 MT	\$16.15
20,000 MT and over	\$11.39

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/12/2013

Effective: 6/29/2013

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded by forklift equipment as one unit.

Section 4 - Service and Facilities

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$29.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 4 - Service and Facilities**ITEM 405 Freight NOS Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, All Trade Routes

W/M whichever produces greater revenue

Export and Import W/M

\$18.15

ITEM 410 Bulk Commodities Rate

Issued: 6/12/2013

Effective: 6/29/2013

Bulk Commodities NOS

\$3.92

Via Conveyor

\$2.04

Unitized in jumbo bags

\$8.32

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 6/12/2013

Effective: 6/29/2013

Chemicals, Fertilizers, and Starch NOS

In bags or packages

\$17.83

Unitized on shippers pallets, not requiring boarding,
reboarding, or use of manual labor\$7.45

ITEM 420 Equipment and Machinery Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment and Machinery

\$6.80

ITEM 425 Metals - Aluminum Rate

Issued: 6/12/2013

Effective: 6/29/2013

Import Aluminum

\$4.10

Section 4 - Service and Facilities**ITEM 430 Metals - Iron, Steel Articles Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles	\$4.64

ITEM 435 Paper and Paper Products Rate

Issued: 6/12/2013

Effective: 6/29/2013

Paper and Paper Products NOS	\$7.29
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$9.00

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/12/2013

Effective: 6/29/2013

Vegetables, Dried peas, beans, lentils, NOS	\$17.83
Unitized in units of 1000 kgs or more	\$7.45

ITEM 445 Government and/or Military Vehicles/Road Construction Equipment

Issued: 6/12/2013

Effective: 6/29/2013

Unboxed/Set Up on wheels and/or Tracks

0 to 10,000 MT	\$13.87
10,000 MT to 20,000 MT	\$10.47
20,000 MT and over	\$8.68

Section 5 - Loading and Unloading**ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 20 percent (20%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Rates will be available upon individual quotation.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$325.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

Section 5 - Loading and Unloading**ITEM 510 Freight NOS Rate**

Issued: 6/12/2013

Effective: 6/29/2013

Freight NOS, Truck Loading

\$18.25

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 6/12/2013

Effective: 6/29/2013

Iron or Steel Articles, Truck Loading

\$12.04

Section 6 - Handling**ITEM 600 Definition, Conditions, Minimum Charge, and Charges**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ship's gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$27.00 per invoice.

(H) HANDLING RATES

Rates available on individual quotation.

Section 7 - Equipment and Labor**ITEM 700 Equipment Rental Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 6/12/2013

Effective: 6/30/2013

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$46.00
greater than 28,000 up to and including 36,000 lbs	\$67.00
greater than 36,000 lbs up to and including 55,000 lbs	\$98.00
greater than 55,000 lbs	\$165.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$113.00
Scoop/Payloader (6 cu. yds. & more)	\$144.00
Reach Stacker (48 metric tons)	\$294.00
Top Pick	\$165.00
High Piling loader	\$113.00
Locomotive	\$195.00
Track mobile	\$144.00
Cranes	
Gantry Crane for Breakbulk	\$265.00
Gantry Crane for containers	\$265.00
Gantry Crane for Bulk (W/Bucket)	\$409.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$721.00
Minimum (4 hour minimum)	\$2,884.00
Surcharge per vessel call	\$5,000.00
Surcharge for yard	\$2,500.00
Hoppers	
Hopper Rental (Berth 1)	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$40.00
Conveyor	\$25.00

Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$32.00
100KW Generator (rented)	\$45.00
Trucks	
High Capacity Dump Trucks	\$1509.00
Dump Truck	\$77.00
Sweeper Truck	\$113.00
Vacuum Truck	\$143.00
Boom Truck	\$62.00
Dock Truck	\$72.00
Trailers w/ dock truck	\$21.00
Man Lifts	
40' - 75' Man Lift	\$58.00
80' - 125' Man Lift	\$113.00
Sling Bags	\$30.00
Light Towers (rented)	\$35.00
Gangway (Berth 5) (Rate per day)	\$283.00
5 th Wheel Transporter (Rate each per shift)	\$360.50

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 7 - Equipment and Labor

Note 2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) **STATE INDUSTRIAL INSURANCE**

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 6/12/2013

Effective: 6/29/2013

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$114.43	\$134.06	\$143.88	\$149.78	\$161.55
Longshore/Clerk Skill I	\$118.39	\$139.34	\$149.82	\$156.11	\$168.68
Longshore/Clerk Skill II	\$122.14	\$144.34	\$155.45	\$162.11	\$175.43
Longshore/Clerk Skill III	\$124.01	\$146.84	\$158.24	\$165.09	\$178.78
Foreman	\$143.41	\$171.47	\$185.51	\$193.92	\$210.76
Longview Skill I plus	\$120.05	\$141.55	\$152.30	\$158.76	\$171.65
Longview Skill III plus	\$124.83	\$147.93	\$159.48	\$166.41	\$180.26

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor – Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader – Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking, inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,

Section 8 - Miscellaneous Services

6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

Section 8 - Miscellaneous Services**(C) VESSEL REMAINS RESPONSIBLE**

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 6/12/2012

Effective: 6/30/2012

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$128.99
Monday Through Friday After 4:30 P.M.	\$154.35
Saturday	\$318.62
Sunday and Holidays	\$384.77

Each Additional Ton	\$1.32

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.

One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

Section 8 - Miscellaneous Services

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

Section 8 - Miscellaneous Services**ITEM 830 Marine Fire and Safety Association**

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$145.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

the Columbia River at a participating Association members location.

All references to the levy of said \$145.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 6/12/2013

Effective: 6/29/2013

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$575 per vessel per day, excluding cruise vessels and domestic barges.

Section 8 - Miscellaneous Services**ITEM 833 Small Lot Fee**

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10
Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage

ITEM 900 Free Time

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	7 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

Section 9 - Storage and Demurrage**ITEM 905 Space Rental**

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be forty-two cents (\$.42) per square foot, minimum \$420.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

Section 9 - Storage and Demurrage**(B) STORAGE CHARGES**

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account	\$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

ITEM 915 Wharf Demurrage

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$50.00 per month, per ocean bill of lading.

Section 9 - Storage and Demurrage**(C) WHARF DEMURRAGE RATES**

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.90 per day.

Section 10 - Domestic Cargo for Hawaiian and Pacific Islands**ITEM 1000 Application and Definition**

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 6/12/2013

Effective: 6/29/2013

	Wharfage	S&F
Freight NOS		
by ST (short ton)	6.84	6.84
by CT (cubic ton)	4.01	4.01

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1010 Automobile Rate

Issued: 6/12/2013

Effective: 6/29/2013

Automobiles, each	9.38	16.09

ITEM 1015 Boats and Trailer Rate

Issued: 6/12/2013

Effective: 6/29/2013

Boats and Trailers, by linear foot	5.36	5.36

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 6/12/2013

Effective: 6/29/2013

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	10.70	6.15

ITEM 1025 Lumber Rate

Issued: 6/12/2013

Effective: 6/29/2013

	Wharfage	S&F
Lumber NOS, by MBM	3.41	3.00
Laminated Beams VIZ, by MBM	4.56	4.01
Cross Arms, Trusses VIZ, by CT	2.94	2.94
Railroad Ties VIZ, by ST	4.21	4.21

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 6/12/2013

Effective: 6/29/2013

Plastic / Corrugated Pipe & Accessories, by CT	2.94	2.94

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1035 Plywood Rate

Issued: 6/12/2013

Effective: 6/29/2013

Plywood NOS, by ST	2.87	2.70
Hardiboard, Hardipanel,		
Particle Board VIZ, by ST	4.21	4.21
OSB VIZ, by ST	2.87	2.70

ITEM 1040 Poles, Piling Rate

Issued: 6/12/2013

Effective: 6/29/2013

Poles, Piling, by MBM	7.58	7.58

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 6/12/2013

Effective: 6/29/2013

Metals - Steel, NOS, by ST	4.21	4.21
Steel Rebar, Rebar Coils VIZ, by ST	3.67	3.67

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. CHASSIS - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. CONTAINER - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. CONTAINERIZED CARGO - Any freight which is or will be loading into carrier's marine container.
4. CONTAINER DISPOSITION LIST - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. CONTAINER FREIGHT STATION (CFS) - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. CONTAINER REHANDLING - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. CONTAINER YARD (CY) - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. GATE CHARGE - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. EQUIPMENT INTERCHANGE - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such request. Repairs, if requested, will be assessed at the cost of labor and

Section 11 - Containerized Cargo

equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.

10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/12/2013

Effective: 6/29/2013

In or Out, all sizes, per chassis	\$31.03

ITEM 1110 Chassis Storage

Issued: 6/12/2013

Effective: 6/29/2013

AFTER 72 HOUR FREE TIME	
20 foot Chassis, per day	\$2.78
40 foot Chassis, per day	\$3.85

ITEM 1115 Container Inspection

Issued: 6/12/2013

Effective: 6/29/2013

Opening and inspecting container, per container	\$31.03

Section 11 - Containerized Cargo**ITEM 1120 Container Moving Via Barge**

Issued: 6/12/2013

Effective: 6/29/2013

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$192.60

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 6/12/2013

Effective: 6/29/2013

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 66.34

Gate Charge, per move \$ 66.34

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/12/2013

Effective: 6/29/2013

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

Section 11 - Containerized Cargo**(C) MINIMUM CHARGE**

The minimum charge shall be \$25.00 per invoice.

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter \$23.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/12/2013

Effective: 6/29/2013

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter \$23.00

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

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PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

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ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

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ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

Section 1 - General Rules and Regulations

- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates (Berth 1 - 8)

Issued: 6/12/2012

Effective: 6/30/2012

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$443.00
60	68	\$500.00
68	76	\$556.00
76	84	\$610.00
84	91	\$883.00
91	99	\$1208.00
99	107	\$1555.00
107	114	\$1931.00
114	122	\$2123.00
122	130	\$2351.00
130	137	\$2611.00
137	145	\$2814.00
145	152	\$3091.00
152	160	\$3507.00
160	168	\$3771.00
168	175	\$4092.00
175	183	\$4547.00
183	191	\$5181.00
191	198	\$6025.00
198	206	\$6860.00
206	213	\$7735.00
213	221	\$8964.00
221	229	\$10258.00
229	236	\$11640.00
236	244	\$13064.00
244	259	\$15005.00
259	274	\$17073.00
274	290	\$19233.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.31 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2202.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

ITEM 210 Dockage Rates - EGT Terminal (Berth 9)

Issued: 6/12/2012

Effective: 6/30/2012

Dockage for Berth 9 will be invoiced by EGT at rates established by EGT tariff except for layberth status where the Port of Longview tariff applies.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/12/2012

Effective: 6/30/2012

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

Section 3 - Wharfage

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$28.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 6/12/2012

Effective: 6/30/2012

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$8.50

ITEM 310 Bulk Commodities Rate

Issued: 6/12/2012

Effective: 6/30/2012

Bulk Commodities NOS	\$2.39
Via Conveyor	\$2.39
Unitized in jumbo bags	\$6.96

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 6/12/2012

Effective: 6/30/2012

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$11.95
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$11.95

ITEM 320 Equipment and Machinery Rate

Issued: 6/12/2012

Effective: 6/30/2012

Equipment and Machinery	\$12.98

ITEM 325 Metals - Aluminum Rate

Issued: 6/12/2012

Effective: 6/30/2012

Import Aluminum	\$3.34

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 6/12/2012

Effective: 6/30/2012

Iron or Steel Articles	\$4.65

ITEM 335 Paper and Paper Products Rate

Issued: 6/12/2012

Effective: 6/30/2012

Paper and Paper Products NOS	\$8.83
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.83

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/12/2012

Effective: 6/30/2012

Vegetables, Dried peas, beans, lentils NOS	\$7.19
Unitized in units of 1000 kgs or more	\$7.19

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/12/2012

Effective: 6/30/2012

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$28.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 6/12/2012

Effective: 6/30/2012

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$17.79

ITEM 410 Bulk Commodities Rate

Issued: 6/12/2012

Effective: 6/30/2012

Bulk Commodities NOS	\$3.84
Via Conveyor	\$2.00
Unitized in jumbo bags	\$8.16

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 6/12/2012

Effective: 6/30/2012

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$17.48
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$7.30

ITEM 420 Equipment and Machinery Rate

Issued: 6/12/2012

Effective: 6/30/2012

Equipment and Machinery	\$6.67

ITEM 425 Metals - Aluminum Rate

Issued: 6/12/2012

Effective: 6/30/2012

Import Aluminum	\$4.02

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 6/12/2012

Effective: 6/30/2012

Iron or Steel Articles	\$4.55

ITEM 435 Paper and Paper Products Rate

Issued: 6/12/2012

Effective: 6/30/2012

Paper and Paper Products NOS	\$7.15
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.82

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/12/2012

Effective: 6/30/2012

Vegetables, Dried peas, beans, lentils, NOS	\$17.48
Unitized in units of 1000 kgs or more	\$7.30

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/12/2012

Effective: 6/30/2012

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$27.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/12/2012

Effective: 6/30/2012

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$79.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 6/12/2012

Effective: 6/30/2012

Freight NOS, Truck Loading

\$17.06

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 6/12/2012

Effective: 6/30/2012

Iron or Steel Articles, Truck Loading

\$11.25

Section 6 - Handling

ITEM 600 Definition, Conditions, Minimum Charge, and Charges

Issued: 6/12/2012

Effective: 6/30/2012

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$27.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 6/15/2011

Effective: 7/2/2011

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$46.00
greater than 28,000 up to and including 36,000 lbs	\$67.00
greater than 36,000 lbs up to and including 55,000 lbs	\$98.00
greater than 55,000 lbs	\$165.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$113.00
Scoop/Payloader (6 cu. yds. & more)	\$144.00
Reach Stacker (48 metric tons)	\$294.00
Top Pick	\$165.00
High Piling loader	\$113.00
Locomotive	\$180.00
Track mobile	\$144.00
Cranes	
Gantry Crane for Breakbulk	\$265.00
Gantry Crane for containers	\$265.00
Gantry Crane for Bulk (W/Bucket)	\$409.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$721.00
Minimum (4 hour minimum)	\$2,884.00
Surcharge per vessel call	\$5,000.00
Hoppers	
Hopper Rental (Berth 1)	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$40.00
Conveyor	\$15.00

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Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$32.00

100KW Generator (rented)	\$45.00

Trucks

High Capacity Dump Trucks	\$1509.00

Dump Truck	\$77.00

Sweeper Truck	\$113.00

Vacuum Truck	\$143.00

Boom Truck	\$62.00

Dock Truck	\$72.00

Trailers w/ dock truck	\$21.00

Man Lifts

40' - 75' Man Lift	\$58.00

80' - 125' Man Lift	\$113.00

Sling Bags	\$25.00

Light Towers (rented)	\$26.00

Gangway (Berth 5) (Rate per day)	\$283.00

5 th Wheel Transporter (Rate each per shift)	\$360.50

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond

Section 7 - Equipment and Labor

the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work

Section 7 - Equipment and Labor

shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 6/12/2012

Effective: 6/30/2012

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$105.22	\$124.30	\$133.84	\$139.57	\$151.01
Longshore/Clerk Skill I	\$109.18	\$129.58	\$139.78	\$145.91	\$158.14
Longshore/Clerk Skill II	\$112.92	\$134.58	\$145.41	\$151.90	\$164.89
Longshore/Clerk Skill III	\$114.79	\$137.06	\$148.20	\$154.89	\$168.24
Foreman	\$133.82	\$161.01	\$174.59	\$182.75	\$199.06
Longview Skill I plus	\$110.83	\$131.78	\$142.26	\$148.55	\$161.11
Longview Skill III plus	\$115.62	\$138.17	\$149.44	\$156.21	\$169.73

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

Section 8 - Miscellaneous Services

- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 6/12/2012

Effective: 6/30/2012

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$128.99
Monday Through Friday After 4:30 P.M.	\$154.35
Saturday	\$318.62
Sunday and Holidays	\$384.77

Each Additional Ton	\$1.32

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.
One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

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ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$145.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

Section 8 - Miscellaneous Services

the Columbia River at a participating Association members location.

All references to the levy of said \$145.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 6/12/2012

Effective: 6/30/2012

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$550 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 6/12/2012

Effective: 6/30/2012

	Wharfage	S & F
Freight NOS		
by ST (short ton)	6.71	6.71
by CT (cubic ton)	3.93	3.93

ITEM 1010 Automobile Rate

Issued: 6/12/2012

Effective: 6/30/2012

Automobiles, each	9.20	15.77

ITEM 1015 Boats and Trailer Rate

Issued: 6/12/2012

Effective: 6/30/2012

Boats and Trailers, by linear foot	5.25	5.25

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 6/12/2012

Effective: 6/30/2012

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	10.49	6.03

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 6/12/2012

Effective: 6/30/2012

	Wharfage	S & F
Lumber NOS, by MBM	3.34	2.94
Laminated Beams VIZ, by MBM	4.47	3.93
Cross Arms, Trusses VIZ, by CT	2.88	2.88
Railroad Ties VIZ, by ST	4.13	4.13

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 6/12/2012

Effective: 6/30/2012

Plastic / Corrugated Pipe & Accessories, by CT	2.88	2.88

ITEM 1035 Plywood Rate

Issued: 6/12/2012

Effective: 6/30/2012

Plywood NOS, by ST	2.81	2.65
Hardiboard, Hardipanel, Particle Board VIZ, by ST	4.13	4.13
OSB VIZ, by ST	2.81	2.65

ITEM 1040 Poles, Piling Rate

Issued: 6/12/2012

Effective: 6/30/2012

Poles, Piling, by MBM	7.43	7.43

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 6/12/2012

Effective: 6/30/2012

Metals - Steel, NOS, by ST	4.13	4.13
Steel Rebar, Rebar Coils VIZ, by ST	3.60	3.60

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/10/2010

Effective: 7/3/2010

In or Out, all sizes, per chassis	\$29.00

ITEM 1110 Chassis Storage

Issued: 6/10/2010

Effective: 7/3/2010

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.60
40 foot Chassis, per day	\$3.60

ITEM 1115 Container Inspection

Issued: 6/10/2010

Effective: 7/3/2010

Opening and inspecting container, per container	\$29.00

ITEM 1120 Container Moving Via Barge

Issued: 6/10/2010

Effective: 7/3/2010

Section 11 - Containerized Cargo

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack	\$180.00

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 6/10/2010

Effective: 7/3/2010

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move

\$ 62.00

Gate Charge, per move

\$ 62.00

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/10/2010

Effective: 7/3/2010

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter**\$21.50****CONTAINER STUFFING**

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/10/2010

Effective: 7/3/2010

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

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Port of Longview

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

Section 1 - General Rules and Regulations

- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage**(D) OCEAN GOING BARGES**

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 6/15/2011

Effective: 7/2/2011

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$431.00
60	68	\$487.00
68	76	\$541.00
76	84	\$594.00
84	91	\$860.00
91	99	\$1176.00
99	107	\$1514.00
107	114	\$1880.00
114	122	\$2067.00
122	130	\$2289.00
130	137	\$2542.00
137	145	\$2740.00
145	152	\$3010.00
152	160	\$3415.00
160	168	\$3672.00
168	175	\$3984.00
175	183	\$4427.00
183	191	\$5045.00
191	198	\$5867.00
198	206	\$6680.00
206	213	\$7532.00
213	221	\$8728.00
221	229	\$9988.00
229	236	\$11334.00
236	244	\$12721.00
244	259	\$14611.00
259	274	\$16624.00
274	290	\$18727.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.28 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2144.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2011

Effective: 7/2/2011

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$27.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 6/15/2011

Effective: 7/2/2011

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$8.28

ITEM 310 Bulk Commodities Rate

Issued: 6/15/2011

Effective: 7/2/2011

Bulk Commodities NOS	\$2.33
Via Conveyor	\$2.33
Unitized in jumbo bags	\$6.78

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 6/15/2011

Effective: 7/2/2011

Chemicals, Fertilizers, and Starch NOS In bags or packages	\$11.64
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$11.64

ITEM 320 Equipment and Machinery Rate

Issued: 6/15/2011

Effective: 7/2/2011

Equipment and Machinery	\$12.64

ITEM 325 Metals - Aluminum Rate

Issued: 6/15/2011

Effective: 7/2/2011

Import Aluminum	\$3.25

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 6/15/2011

Effective: 7/2/2011

Iron or Steel Articles	\$4.53

ITEM 335 Paper and Paper Products Rate

Issued: 6/15/2011

Effective: 7/2/2011

Paper and Paper Products NOS	\$8.60
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.60

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/15/2011

Effective: 7/2/2011

Vegetables, Dried peas, beans, lentils NOS	\$7.00
Unitized in units of 1000 kgs or more	\$7.00

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2011

Effective: 7/2/2011

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$27.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 6/15/2011

Effective: 7/2/2011

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$17.32

ITEM 410 Bulk Commodities Rate

Issued: 6/15/2011

Effective: 7/2/2011

Bulk Commodities NOS	\$3.74
Via Conveyor	\$1.95
Unitized in jumbo bags	\$7.95

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 6/15/2011

Effective: 7/2/2011

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$17.02
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$7.11

ITEM 420 Equipment and Machinery Rate

Issued: 6/15/2011

Effective: 7/2/2011

Equipment and Machinery	\$6.49

ITEM 425 Metals - Aluminum Rate

Issued: 6/15/2011

Effective: 7/2/2011

Import Aluminum	\$3.91

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 6/15/2011

Effective: 7/2/2011

Iron or Steel Articles	\$4.43

ITEM 435 Paper and Paper Products Rate

Issued: 6/15/2011

Effective: 7/2/2011

Paper and Paper Products NOS	\$6.96
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.59

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/15/2011

Effective: 7/2/2011

Vegetables, Dried peas, beans, lentils, NOS	\$17.02
Unitized in units of 1000 kgs or more	\$7.11

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2011

Effective: 7/2/2011

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$26.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2011

Effective: 7/2/2011

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$77.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 6/15/2011

Effective: 7/2/2011

Freight NOS, Truck Loading

\$16.64

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 6/15/2011

Effective: 7/2/2011

Iron or Steel Articles, Truck Loading

\$10.98

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2011

Effective: 7/2/2011

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$26.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700 Equipment Rental Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 6/15/2011

Effective: 7/2/2011

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$46.00
greater than 28,000 up to and including 36,000 lbs	\$67.00
greater than 36,000 lbs up to and including 55,000 lbs	\$98.00
greater than 55,000 lbs	\$165.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$113.00
Scoop/Payloader (6 cu. yds. & more)	\$144.00
Reach Stacker (48 metric tons)	\$294.00
Top Pick	\$165.00
High Piling loader	\$113.00
Locomotive	\$180.00
Track mobile	\$144.00
Cranes	
Gantry Crane for Breakbulk	\$265.00
Gantry Crane for containers	\$265.00
Gantry Crane for Bulk (W/Bucket)	\$409.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$721.00
Minimum (4 hour minimum)	\$2,884.00
Surcharge per vessel call	\$5,000.00
Hoppers	
Hopper Rental (Berth 1)	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$40.00
Conveyor	\$15.00

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Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$32.00
100KW Generator (rented)	\$45.00
Trucks	
High Capacity Dump Trucks	\$1509.00
Dump Truck	\$77.00
Sweeper Truck	\$113.00
Vacuum Truck	\$143.00
Boom Truck	\$62.00
Dock Truck	\$72.00
Trailers w/ dock truck	\$21.00
Man Lifts	
40' - 75' Man Lift	\$58.00
80' - 125' Man Lift	\$113.00
Sling Bags	\$25.00
Light Towers (rented)	\$26.00
Gangway (Berth 5) (Rate per day)	\$283.00
5 th Wheel Transporter (Rate each per shift)	\$360.50

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond

Section 7 - Equipment and Labor

the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work

Section 7 - Equipment and Labor

shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) **STATE INDUSTRIAL INSURANCE**

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 6/15/2011

Effective: 7/2/2011

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$102.61	\$121.14	\$130.41	\$135.97	\$147.08
Longshore/Clerk Skill I	\$106.57	\$126.43	\$136.35	\$142.31	\$154.21
Longshore/Clerk Skill II	\$110.32	\$131.41	\$141.98	\$148.30	\$160.96
Longshore/Clerk Skill III	\$112.18	\$133.91	\$144.77	\$151.29	\$164.31
Foreman	\$128.48	\$154.78	\$167.93	\$175.82	\$191.60
Longview Skill I plus	\$108.22	\$128.62	\$138.82	\$144.95	\$157.18
Longview Skill III plus	\$113.01	\$135.01	\$146.00	\$152.61	\$165.80
<u>Basic Longshore/Clerk</u>	<u>Longshore/Clerk Skill II</u>				
005 Dockman	055 Lift Truck - Heavy				
101 Basic Clerk	080 Bulk Loader Operator				
213 Linesman	092 Log Loader - Snapper				
	675 Crane Maintenance				
<u>Longshore/Clerk Skill I</u>	677 Steady Warehouseman				
025 Combo Lift/Jitney	684 Steady Mechanic				
029 Lift Truck Operator	697 Millwright				
103 Supervisor - Dock	688 Steady Utility Man				
686 Millwright Helper	690 Steady Bulk Facility Oper.				
689 Utility Helper	692 Switch Engine Operator				
694 Utility Bulk					
695 Temporary Mechanic Helper	<u>Longshore/Clerk Skill III</u>				
696 Temporary Bulk Helper	084 Container Crane Operator				
	095 Port Packer				
<u>Longview Skill I plus</u>	106 Chief Supervisor				
676 Temporary Warehouseman	685 Steady Millwright				
687 Temporary Utility Man					
691 Temporary Bulk Facility Operator	<u>Longview Skill III plus</u>				
	683 Lead Warehouseman				

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

Section 8 - Miscellaneous Services

- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 12/1/2008

Effective: 1/1/2009

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$122.85
Monday Through Friday After 4:30 P.M.	\$147.00
Saturday	\$303.45
Sunday and Holidays	\$366.45

Each Additional Ton	\$1.26

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.
One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

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ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$145.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$145.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 6/10/2010

Effective: 7/3/2010

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$450 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 6/15/2011

Effective: 7/2/2011

	Wharfage	S & F
Freight NOS		
by ST (short ton)	6.53	6.53
by CT (cubic ton)	3.83	3.83

ITEM 1010 Automobile Rate

Issued: 6/15/2011

Effective: 7/2/2011

Automobiles, each	8.96	15.36

ITEM 1015 Boats and Trailer Rate

Issued: 6/15/2011

Effective: 7/2/2011

Boats and Trailers, by linear foot	5.11	5.11

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 6/15/2011

Effective: 7/2/2011

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	10.21	5.87

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 6/15/2011

Effective: 7/2/2011

	Wharfage	S & F
Lumber NOS, by MBM	3.25	2.86
Laminated Beams VIZ, by MBM	4.35	3.83
Cross Arms, Trusses VIZ, by CT	2.80	2.80
Railroad Ties VIZ, by ST	4.02	4.02

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 6/15/2011

Effective: 7/2/2011

Plastic / Corrugated Pipe & Accessories, by CT	2.80	2.80

ITEM 1035 Plywood Rate

Issued: 6/15/2011

Effective: 7/2/2011

Plywood NOS, by ST	2.74	2.58
Hardiboard, Hardipanel, Particle Board VIZ, by ST	4.02	4.02
OSB VIZ, by ST	2.74	2.58

ITEM 1040 Poles, Piling Rate

Issued: 6/15/2011

Effective: 7/2/2011

Poles, Piling, by MBM	7.23	7.23

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 6/15/2011

Effective: 7/2/2011

Metals - Steel, NOS, by ST	4.02	4.02
Steel Rebar, Rebar Coils VIZ, by ST	3.51	3.51

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

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Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/10/2010

Effective: 7/3/2010

In or Out, all sizes, per chassis	\$29.00

ITEM 1110 Chassis Storage

Issued: 6/10/2010

Effective: 7/3/2010

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.60
40 foot Chassis, per day	\$3.60

ITEM 1115 Container Inspection

Issued: 6/10/2010

Effective: 7/3/2010

Opening and inspecting container, per container	\$29.00

ITEM 1120 Container Moving Via Barge

Issued: 6/10/2010

Effective: 7/3/2010

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Section 11 - Containerized Cargo

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$180.00

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 6/10/2010

Effective: 7/3/2010

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 62.00

Gate Charge, per move \$ 62.00

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/10/2010

Effective: 7/3/2010

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter**\$21.50****CONTAINER STUFFING**

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/10/2010

Effective: 7/3/2010

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

3/1/2010

Port of Longview

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	9/1/2008	1110	7/3/2004
105	7/3/2004	515	9/1/2008	1115	7/3/2004
110	1/10/2006	600	7/3/2004	1120	1/1/2009
115	7/3/2004	700	7/3/2004	1125	1/1/2009
120	7/3/2004	705	9/1/2008	1130	7/3/2004
125	7/3/2004	710	7/3/2004	1135	7/3/2004
130	7/3/2004	715	7/4/2009		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	816	7/1/2009		
160	7/3/2004	820	1/1/2009		
165	7/3/2004	823	3/15/2005		
200	8/12/2005	825	7/3/2004		
205	1/1/2009	830	3/1/2009		
300	7/3/2004	832	1/1/2009		
305	1/1/2009	833	1/1/2009		
310	7/1/2008	835	7/3/2004		
315	1/1/2009	840	1/1/2009		
320	1/1/2009	900	1/1/2007		
325	1/1/2009	905	1/1/2007		
330	1/1/2009	910	1/1/2007		
335	1/1/2009	915	1/1/2007		
340	1/1/2009	1000	7/3/2004		
400	7/3/2004	1005	1/1/2009		
405	1/1/2009	1010	1/1/2009		
410	7/1/2008	1015	1/1/2009		
415	1/1/2009	1020	1/1/2009		
420	1/1/2009	1025	1/1/2009		
425	1/1/2009	1030	1/1/2009		
430	1/1/2009	1035	1/1/2009		
435	1/1/2009	1040	1/1/2009		
440	1/1/2009	1045	1/1/2009		
500	7/3/2004	1100	7/3/2004		
505	7/1/2008	1105	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

© USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

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ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- © The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

© **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

© RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

© DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

© EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

© RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$409.00
60	68	\$463.00
68	76	\$514.00
76	84	\$565.00
84	91	\$817.00
91	99	\$1117.00
99	107	\$1438.00
107	114	\$1786.00
114	122	\$1964.00
122	130	\$2174.00
130	137	\$2415.00
137	145	\$2603.00
145	152	\$2859.00
152	160	\$3245.00
160	168	\$3488.00
168	175	\$3785.00
175	183	\$4205.00
183	191	\$4793.00
191	198	\$5573.00
198	206	\$6345.00
206	213	\$7156.00
213	221	\$8292.00
221	229	\$9488.00
229	236	\$10767.00
236	244	\$12084.00
244	259	\$13880.00
259	274	\$15793.00
274	290	\$17791.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.25 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2037.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

© WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.87

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$11.06
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$11.06

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$12.01

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.09

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.30

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$8.17
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.17

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils NOS	\$6.65
Unitized in units of 1000 kgs or more	\$6.65

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

© FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$16.46

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$16.16
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.75

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$6.16

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.72

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.21

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$6.63
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.16

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils, NOS	\$16.16
Unitized in units of 1000 kgs or more	\$6.75

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

© RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

© TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 8/25/2008

Effective: 9/1/2008

Freight NOS, Truck Loading

\$15.79

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 8/25/2008

Effective: 9/1/2008

Iron or Steel Articles, Truck Loading

\$10.42

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

© RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

© APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00

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Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

© STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

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Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 6/24/2009

Effective: 7/4/2009

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$97.98	\$115.42	\$124.13	\$123.36	\$139.81
Longshore/Clerk Skill I	\$101.95	\$120.70	\$130.07	\$135.70	\$146.94
Longshore/Clerk Skill II	\$105.69	\$125.70	\$135.70	\$141.70	\$153.70
Longshore/Clerk Skill III	\$107.56	\$128.18	\$138.49	\$144.68	\$157.05
Foreman	\$125.03	\$149.57	\$161.84	\$169.20	\$183.93
Longview Skill I plus	\$103.60	\$122.89	\$132.55	\$138.35	\$149.92
Longview Skill III plus	\$108.38	\$129.28	\$139.73	\$146.00	\$158.53

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

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ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

© VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 12/1/2008

Effective: 1/1/2009

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$122.85
Monday Through Friday After 4:30 P.M.	\$147.00
Saturday	\$303.45
Sunday and Holidays	\$366.45

Each Additional Ton	\$1.26

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.
One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

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ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

© TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$145.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$145.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2008

Effective: 1/1/2009

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$325 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

© FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

© CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

© BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

© WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Freight NOS		
by ST (short ton)	6.20	6.20
by CT (cubic ton)	3.64	3.64

ITEM 1010 Automobile Rate

Issued: 12/1/2008

Effective: 1/1/2009

Automobiles, each	8.51	14.59

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2008

Effective: 1/1/2009

Boats and Trailers, by linear foot	4.85	4.85

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.70	5.58

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Lumber NOS, by MBM	3.09	2.72
Laminated Beams VIZ, by MBM	4.13	3.64
Cross Arms, Trusses VIZ, by CT	2.66	2.66
Railroad Ties VIZ, by ST	3.82	3.82

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plastic / Corrugated Pipe & Accessories, by CT	2.66	2.66

ITEM 1035 Plywood Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plywood NOS, by ST	2.60	2.44
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.82	3.82
OSB VIZ, by ST	2.60	2.44

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2008

Effective: 1/1/2009

Poles, Piling, by MBM	6.87	6.87

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2008

Effective: 1/1/2009

Metals - Steel, NOS, by ST	3.82	3.82
Steel Rebar, Rebar Coils VIZ, by ST	3.34	3.34

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/1/2008

Effective: 1/1/2009

Section 11 - Containerized Cargo

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$175.00

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 12/1/2008

Effective: 1/1/2009

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 60.00

Gate Charge, per move \$ 60.00

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

© MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter**\$15.00****CONTAINER STUFFING**

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

© DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:
www.portoflongview.com

Port of Longview

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

Port of Longview

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Port of Longview

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ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

Section 1 - General Rules and Regulations

upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

Section 1 - General Rules and Regulations

invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

Section 1 - General Rules and Regulations

providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
-

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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ITEM 205 Dockage Rates

Issued: 6/10/2010

Effective: 7/3/2010

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$418.00
60	68	\$473.00
68	76	\$525.00
76	84	\$577.00
84	91	\$835.00
91	99	\$1142.00
99	107	\$1470.00
107	114	\$1825.00
114	122	\$2007.00
122	130	\$2222.00
130	137	\$2468.00
137	145	\$2660.00
145	152	\$2922.00
152	160	\$3316.00
160	168	\$3565.00
168	175	\$3868.00
175	183	\$4298.00
183	191	\$4898.00
191	198	\$5696.00
198	206	\$6485.00
206	213	\$7313.00
213	221	\$8474.00
221	229	\$9697.00
229	236	\$11004.00
236	244	\$12350.00
244	259	\$14185.00
259	274	\$16140.00
274	290	\$18182.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.28 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2082.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 6/10/2010

Effective: 7/3/2010

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$8.04

ITEM 310 Bulk Commodities Rate

Issued: 6/10/2010

Effective: 7/3/2010

Bulk Commodities NOS	\$2.26
Via Conveyor	\$2.26
Unitized in jumbo bags	\$6.58

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 6/10/2010

Effective: 7/3/2010

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$11.30
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$11.30

ITEM 320 Equipment and Machinery Rate

Issued: 6/10/2010

Effective: 7/3/2010

Equipment and Machinery	\$12.27

ITEM 325 Metals - Aluminum Rate

Issued: 6/10/2010

Effective: 7/3/2010

Import Aluminum	\$3.16

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 6/10/2010

Effective: 7/3/2010

Iron or Steel Articles	\$4.40

ITEM 335 Paper and Paper Products Rate

Issued: 6/10/2010

Effective: 7/3/2010

Paper and Paper Products NOS	\$8.35
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.35

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/10/2010

Effective: 7/3/2010

Vegetables, Dried peas, beans, lentils NOS	\$6.80
Unitized in units of 1000 kgs or more	\$6.80

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 6/10/2010

Effective: 7/3/2010

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$16.82

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2010

Effective: 7/3/2010

Bulk Commodities NOS	\$3.63
Via Conveyor	\$1.89
Unitized in jumbo bags	\$7.72

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 6/10/2010

Effective: 7/3/2010

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$16.52
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.90

ITEM 420 Equipment and Machinery Rate

Issued: 6/10/2010

Effective: 7/3/2010

Equipment and Machinery	\$6.30

ITEM 425 Metals - Aluminum Rate

Issued: 6/10/2010

Effective: 7/3/2010

Import Aluminum	\$3.80

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 6/10/2010

Effective: 7/3/2010

Iron or Steel Articles	\$4.30

ITEM 435 Paper and Paper Products Rate

Issued: 6/10/2010

Effective: 7/3/2010

Paper and Paper Products NOS	\$6.76
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.34

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 6/10/2010

Effective: 7/3/2010

Vegetables, Dried peas, beans, lentils, NOS	\$16.52
Unitized in units of 1000 kgs or more	\$6.90

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

(F) TRUCK LOADING/UNLOADING RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 6/10/2010

Effective: 7/3/2010

Freight NOS, Truck Loading

\$16.20

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 6/10/2010

Effective: 7/3/2010

Iron or Steel Articles, Truck Loading

\$10.69

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705** Equipment Rental Rates

Issued: 6/10/2010

Effective: 7/3/2010

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$45.00
greater than 28,000 up to and including 36,000 lbs	\$65.00
greater than 36,000 lbs up to and including 55,000 lbs	\$95.00
greater than 55,000 lbs	\$160.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$285.00
Top Pick	\$160.00
High Piling loader	\$110.00
Locomotive	\$175.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$397.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
Hoppers	
Hopper Rental (Berth 1)	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00

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Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Trucks	
High Capacity Dump Trucks	\$1465.50
Dump Truck	\$75.00
Sweeper Truck	\$110.00
Vacuum Truck	\$139.00
Boom Truck	\$60.00
Dock Truck	\$70.00
Trailers w/ dock truck	\$20.00
Man Lifts	
40' - 75' Man Lift	\$56.00
80' - 125' Man Lift	\$110.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$275.00
5 th Wheel Transporter (Rate each per shift)	\$350.00

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond

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the five (5) hours of third shift, Monday through Friday.

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work

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shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 6/10/2010

Effective: 7/3/2010

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$100.00	\$117.98	\$126.98	\$132.37	\$143.15
Longshore/Clerk Skill I	\$103.97	\$123.26	\$132.92	\$138.71	\$150.29
Longshore/Clerk Skill II	\$107.71	\$128.26	\$138.55	\$144.71	\$157.04
Longshore/Clerk Skill III	\$109.58	\$130.76	\$141.34	\$147.69	\$160.39
Foreman	\$126.49	\$151.91	\$164.62	\$172.25	\$187.50
Longview Skill I plus	\$105.62	\$125.47	\$135.39	\$141.35	\$153.26
Longview Skill III plus	\$110.40	\$131.85	\$142.58	\$149.01	\$161.87

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

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ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 12/1/2008

Effective: 1/1/2009

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$122.85
Monday Through Friday After 4:30 P.M.	\$147.00
Saturday	\$303.45
Sunday and Holidays	\$366.45

Each Additional Ton	\$1.26

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.
One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

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ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/12/2010

Effective: 3/1/2010

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$145.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$145.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 6/10/2010

Effective: 7/3/2010

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$350 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 6/10/2010

Effective: 7/3/2010

	Wharfage	S & F
Freight NOS		
by ST (short ton)	6.34	6.34
by CT (cubic ton)	3.72	3.72

ITEM 1010 Automobile Rate

Issued: 6/10/2010

Effective: 7/3/2010

Automobiles, each	8.70	14.91

ITEM 1015 Boats and Trailer Rate

Issued: 6/10/2010

Effective: 7/3/2010

Boats and Trailers, by linear foot	4.96	4.96

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 6/10/2010

Effective: 7/3/2010

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.91	5.70

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 6/10/2010

Effective: 7/3/2010

	Wharfage	S & F
Lumber NOS, by MBM	3.16	2.78
Laminated Beams VIZ, by MBM	4.22	3.72
Cross Arms, Trusses VIZ, by CT	2.72	2.72
Railroad Ties VIZ, by ST	3.90	3.90

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 6/10/2010

Effective: 7/3/2010

Plastic / Corrugated Pipe & Accessories, by CT	2.72	2.72

ITEM 1035 Plywood Rate

Issued: 6/10/2010

Effective: 7/3/2010

Plywood NOS, by ST	2.66	2.50
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.90	3.90
OSB VIZ, by ST	2.66	2.50

ITEM 1040 Poles, Piling Rate

Issued: 6/10/2010

Effective: 7/3/2010

Poles, Piling, by MBM	7.02	7.02

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 6/10/2010

Effective: 7/3/2010

Metals - Steel, NOS, by ST	3.90	3.90
Steel Rebar, Rebar Coils VIZ, by ST	3.41	3.41

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
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ITEM 1105 Chassis Handling

Issued: 6/10/2010

Effective: 7/3/2010

In or Out, all sizes, per chassis	\$29.00

ITEM 1110 Chassis Storage

Issued: 6/10/2010

Effective: 7/3/2010

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.60
40 foot Chassis, per day	\$3.60

ITEM 1115 Container Inspection

Issued: 6/10/2010

Effective: 7/3/2010

Opening and inspecting container, per container	\$29.00

ITEM 1120 Container Moving Via Barge

Issued: 6/10/2010

Effective: 7/3/2010

Section 11 - Containerized Cargo

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack	\$180.00

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 6/10/2010

Effective: 7/3/2010

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move

\$ 62.00

Gate Charge, per move

\$ 62.00

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/10/2010

Effective: 7/3/2010

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter

\$21.50

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus twenty percent (20%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/10/2010

Effective: 7/3/2010

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus twenty percent (20%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

Port of Longview

Terminal Tariff No. 8

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	9/1/2008	1115	7/3/2004
105	7/3/2004	515	9/1/2008	1120	1/1/2009
110	1/10/2006	600	7/3/2004	1125	1/1/2009
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	9/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004	~~1140~~	~~7/3/2004~~
130	7/3/2004	715	9/1/2008		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	1/1/2009		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2008		
205	1/1/2009	832	1/1/2009		
300	7/3/2004	833	1/1/2009		
305	1/1/2009	835	7/3/2004		
310	7/1/2008	840	1/1/2009		
315	1/1/2009	900	1/1/2007		
320	1/1/2009	905	1/1/2007		
325	1/1/2009	910	1/1/2007		
330	1/1/2009	915	1/1/2007		
335	1/1/2009	1000	7/3/2004		
340	1/1/2009	1005	1/1/2009		
400	7/3/2004	1010	1/1/2009		
405	1/1/2009	1015	1/1/2009		
410	7/1/2008	1020	1/1/2009		
415	1/1/2009	1025	1/1/2009		
420	1/1/2009	1030	1/1/2009		
425	1/1/2009	1035	1/1/2009		
430	1/1/2009	1040	1/1/2009		
435	1/1/2009	1045	1/1/2009		
440	1/1/2009	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/1/2008	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

Port of Longview

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Section 1 - General Rules and Regulations

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

Section 1 - General Rules and Regulations

upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

Section 1 - General Rules and Regulations

invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

Section 1 - General Rules and Regulations

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$409.00
60	68	\$463.00
68	76	\$514.00
76	84	\$565.00
84	91	\$817.00
91	99	\$1117.00
99	107	\$1438.00
107	114	\$1786.00
114	122	\$1964.00
122	130	\$2174.00
130	137	\$2415.00
137	145	\$2603.00
145	152	\$2859.00
152	160	\$3245.00
160	168	\$3488.00
168	175	\$3785.00
175	183	\$4205.00
183	191	\$4793.00
191	198	\$5573.00
198	206	\$6345.00
206	213	\$7156.00
213	221	\$8292.00
221	229	\$9488.00
229	236	\$10767.00
236	244	\$12084.00
244	259	\$13880.00
259	274	\$15793.00
274	290	\$17791.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.25 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2037.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.87

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$11.06
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$11.06

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$12.01

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.09

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.30

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$8.17
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.17

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils NOS	\$6.65
Unitized in units of 1000 kgs or more	\$6.65

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$16.46

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$16.16
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.75

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$6.16

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.72

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.21

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$6.63
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.16

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils, NOS	\$16.16
Unitized in units of 1000 kgs or more	\$6.75

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 8/25/2008

Effective: 9/1/2008

Freight NOS, Truck Loading

\$15.79

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 8/25/2008

Effective: 9/1/2008

Iron or Steel Articles, Truck Loading

\$10.42

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

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ITEM 705 Equipment Rental Rates

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
(Rates include WA state sales tax)	
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00

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100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

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Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 8/25/2008

Effective: 9/1/2008, 10/20/08

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$86.45	\$103.63	\$112.23	\$117.38	\$127.68
Longshore/Clerk Skill I	\$90.41	\$108.92	\$118.18	\$123.72	\$134.82
Longshore/Clerk Skill II	\$94.16	\$113.92	\$123.79	\$129.71	\$141.57
Longshore/Clerk Skill III	\$96.02	\$116.39	\$126.59	\$132.70	\$144.92
Foreman	\$111.35	\$135.46	\$147.50	\$154.73	\$169.20
Longview Skill I plus	\$92.06	\$111.11	\$120.65	\$126.36	\$137.79
Longview Skill III plus	\$96.85	\$117.50	\$127.83	\$134.02	\$146.40

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

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ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 12/1/2008

Effective: 1/1/2009

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$122.85
Monday Through Friday After 4:30 P.M.	\$147.00
Saturday	\$303.45
Sunday and Holidays	\$366.45

Each Additional Ton	\$1.26

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$100.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$100.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2008

Effective: 1/1/2009

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$325 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER

All Freight NOS-Inbound	\$1.25	\$0.90

All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Freight NOS		
by ST (short ton)	6.20	6.20
by CT (cubic ton)	3.64	3.64

ITEM 1010 Automobile Rate

Issued: 12/1/2008

Effective: 1/1/2009

Automobiles, each	8.51	14.59

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2008

Effective: 1/1/2009

Boats and Trailers, by linear foot	4.85	4.85

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.70	5.58

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Lumber NOS, by MBM	3.09	2.72
Laminated Beams VIZ, by MBM	4.13	3.64
Cross Arms, Trusses VIZ, by CT	2.66	2.66
Railroad Ties VIZ, by ST	3.82	3.82

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plastic / Corrugated Pipe & Accessories, by CT	2.66	2.66

ITEM 1035 Plywood Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plywood NOS, by ST	2.60	2.44
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.82	3.82
OSB VIZ, by ST	2.60	2.44

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2008

Effective: 1/1/2009

Poles, Piling, by MBM	6.87	6.87

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2008

Effective: 1/1/2009

Metals - Steel, NOS, by ST	3.82	3.82
Steel Rebar, Rebar Coils VIZ, by ST	3.34	3.34

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
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ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/1/2008

Effective: 1/1/2009

Port of Longview

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$175.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 12/1/2008

Effective: 1/1/2009

Yard rehandling, container rehandling, and positioning, per move	\$ 60.00

Gate Charge, per move	\$ 60.00

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

- (D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter \$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter \$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

3/1/2009

Port of Longview

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	9/1/2008	1115	7/3/2004
105	7/3/2004	515	9/1/2008	1120	1/1/2009
110	1/10/2006	600	7/3/2004	1125	1/1/2009
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	9/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004		
130	7/3/2004	715	9/1/2008		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	1/1/2009		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2009		
205	1/1/2009	832	1/1/2009		
300	7/3/2004	833	1/1/2009		
305	1/1/2009	835	7/3/2004		
310	7/1/2008	840	1/1/2009		
315	1/1/2009	900	1/1/2007		
320	1/1/2009	905	1/1/2007		
325	1/1/2009	910	1/1/2007		
330	1/1/2009	915	1/1/2007		
335	1/1/2009	1000	7/3/2004		
340	1/1/2009	1005	1/1/2009		
400	7/3/2004	1010	1/1/2009		
405	1/1/2009	1015	1/1/2009		
410	7/1/2008	1020	1/1/2009		
415	1/1/2009	1025	1/1/2009		
420	1/1/2009	1030	1/1/2009		
425	1/1/2009	1035	1/1/2009		
430	1/1/2009	1040	1/1/2009		
435	1/1/2009	1045	1/1/2009		
440	1/1/2009	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/1/2008	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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Section 1 - General Rules and Regulations

ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

Port of Longview

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

Port of Longview

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Section 1 - General Rules and Regulations

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Port of Longview

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Section 1 - General Rules and Regulations

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations

ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

Section 1 - General Rules and Regulations

upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

Section 1 - General Rules and Regulations

invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

Section 1 - General Rules and Regulations

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$409.00
60	68	\$463.00
68	76	\$514.00
76	84	\$565.00
84	91	\$817.00
91	99	\$1117.00
99	107	\$1438.00
107	114	\$1786.00
114	122	\$1964.00
122	130	\$2174.00
130	137	\$2415.00
137	145	\$2603.00
145	152	\$2859.00
152	160	\$3245.00
160	168	\$3488.00
168	175	\$3785.00
175	183	\$4205.00
183	191	\$4793.00
191	198	\$5573.00
198	206	\$6345.00
206	213	\$7156.00
213	221	\$8292.00
221	229	\$9488.00
229	236	\$10767.00
236	244	\$12084.00
244	259	\$13880.00
259	274	\$15793.00
274	290	\$17791.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.25 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2037.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.87

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$11.06
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$11.06

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$12.01

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.09

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.30

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$8.17
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.17

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils NOS	\$6.65
Unitized in units of 1000 kgs or more	\$6.65

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$16.46

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$16.16
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.75

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$6.16

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.72

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.21

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$6.63
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.16

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils, NOS	\$16.16
Unitized in units of 1000 kgs or more	\$6.75

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 8/25/2008

Effective: 9/1/2008

Freight NOS, Truck Loading

\$15.79

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 8/25/2008

Effective: 9/1/2008

Iron or Steel Articles, Truck Loading

\$10.42

Section 6 - Handling

ITEM 600 Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00

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Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

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Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 8/25/2008

Effective: 9/1/2008, 10/20/08

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$86.45	\$103.63	\$112.23	\$117.38	\$127.68
Longshore/Clerk Skill I	\$90.41	\$108.92	\$118.18	\$123.72	\$134.82
Longshore/Clerk Skill II	\$94.16	\$113.92	\$123.79	\$129.71	\$141.57
Longshore/Clerk Skill III	\$96.02	\$116.39	\$126.59	\$132.70	\$144.92
Foreman	\$111.35	\$135.46	\$147.50	\$154.73	\$169.20
Longview Skill I plus	\$92.06	\$111.11	\$120.65	\$126.36	\$137.79
Longview Skill III plus	\$96.85	\$117.50	\$127.83	\$134.02	\$146.40

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

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ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 12/1/2008

Effective: 1/1/2009

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$122.85
Monday Through Friday After 4:30 P.M.	\$147.00
Saturday	\$303.45
Sunday and Holidays	\$366.45

Each Additional Ton	\$1.26

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/20/2009

Effective: 3/1/2009

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$115.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$115.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2008

Effective: 1/1/2009

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$325 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Freight NOS		
by ST (short ton)	6.20	6.20
by CT (cubic ton)	3.64	3.64

ITEM 1010 Automobile Rate

Issued: 12/1/2008

Effective: 1/1/2009

Automobiles, each	8.51	14.59

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2008

Effective: 1/1/2009

Boats and Trailers, by linear foot	4.85	4.85

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.70	5.58

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Lumber NOS, by MBM	3.09	2.72
Laminated Beams VIZ, by MBM	4.13	3.64
Cross Arms, Trusses VIZ, by CT	2.66	2.66
Railroad Ties VIZ, by ST	3.82	3.82

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plastic / Corrugated Pipe & Accessories, by CT	2.66	2.66

ITEM 1035 Plywood Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plywood NOS, by ST	2.60	2.44
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.82	3.82
OSB VIZ, by ST	2.60	2.44

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2008

Effective: 1/1/2009

Poles, Piling, by MBM	6.87	6.87

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2008

Effective: 1/1/2009

Metals - Steel, NOS, by ST	3.82	3.82
Steel Rebar, Rebar Coils VIZ, by ST	3.34	3.34

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/1/2008

Effective: 1/1/2009

Section 11 - Containerized Cargo

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$175.00

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 12/1/2008

Effective: 1/1/2009

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 60.00

Gate Charge, per move \$ 60.00

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter

\$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers

Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

7/4/2009

Port of Longview

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	9/1/2008	1115	7/3/2004
105	7/3/2004	515	9/1/2008	1120	1/1/2009
110	1/10/2006	600	7/3/2004	1125	1/1/2009
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	9/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004		
130	7/3/2004	715	7/4/2009		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	1/1/2009		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2009		
205	1/1/2009	832	1/1/2009		
300	7/3/2004	833	1/1/2009		
305	1/1/2009	835	7/3/2004		
310	7/1/2008	840	1/1/2009		
315	1/1/2009	900	1/1/2007		
320	1/1/2009	905	1/1/2007		
325	1/1/2009	910	1/1/2007		
330	1/1/2009	915	1/1/2007		
335	1/1/2009	1000	7/3/2004		
340	1/1/2009	1005	1/1/2009		
400	7/3/2004	1010	1/1/2009		
405	1/1/2009	1015	1/1/2009		
410	7/1/2008	1020	1/1/2009		
415	1/1/2009	1025	1/1/2009		
420	1/1/2009	1030	1/1/2009		
425	1/1/2009	1035	1/1/2009		
430	1/1/2009	1040	1/1/2009		
435	1/1/2009	1045	1/1/2009		
440	1/1/2009	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/1/2008	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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Section 1 - General Rules and Regulations

ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

Port of Longview

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Section 1 - General Rules and Regulations

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Port of Longview

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Section 1 - General Rules and Regulations

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

Section 1 - General Rules and Regulations

upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

Section 1 - General Rules and Regulations

invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

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ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

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vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$409.00
60	68	\$463.00
68	76	\$514.00
76	84	\$565.00
84	91	\$817.00
91	99	\$1117.00
99	107	\$1438.00
107	114	\$1786.00
114	122	\$1964.00
122	130	\$2174.00
130	137	\$2415.00
137	145	\$2603.00
145	152	\$2859.00
152	160	\$3245.00
160	168	\$3488.00
168	175	\$3785.00
175	183	\$4205.00
183	191	\$4793.00
191	198	\$5573.00
198	206	\$6345.00
206	213	\$7156.00
213	221	\$8292.00
221	229	\$9488.00
229	236	\$10767.00
236	244	\$12084.00
244	259	\$13880.00
259	274	\$15793.00
274	290	\$17791.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.25 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2037.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$7.87

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$11.06
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$11.06

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$12.01

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.09

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.30

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$8.17
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.17

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils NOS	\$6.65
Unitized in units of 1000 kgs or more	\$6.65

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$16.46

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$16.16
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.75

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$6.16

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.72

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.21

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$6.63
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.16

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils, NOS	\$16.16
Unitized in units of 1000 kgs or more	\$6.75

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 8/25/2008

Effective: 9/1/2008

Freight NOS, Truck Loading

\$15.79

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 8/25/2008

Effective: 9/1/2008

Iron or Steel Articles, Truck Loading

\$10.42

Section 6 - Handling

ITEM 600 Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00

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Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

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Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 6/24/2009

Effective: 7/4/2009

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$97.98	\$115.42	\$124.13	\$123.36	\$139.81
Longshore/Clerk Skill I	\$101.95	\$120.70	\$130.07	\$135.70	\$146.94
Longshore/Clerk Skill II	\$105.69	\$125.70	\$135.70	\$141.70	\$153.70
Longshore/Clerk Skill III	\$107.56	\$128.18	\$138.49	\$144.68	\$157.05
Foreman	\$125.03	\$149.57	\$161.84	\$169.20	\$183.93
Longview Skill I plus	\$103.60	\$122.89	\$132.55	\$138.35	\$149.92
Longview Skill III plus	\$108.38	\$129.28	\$139.73	\$146.00	\$158.53

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

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ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 12/1/2008

Effective: 1/1/2009

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$122.85
Monday Through Friday After 4:30 P.M.	\$147.00
Saturday	\$303.45
Sunday and Holidays	\$366.45

Each Additional Ton	\$1.26

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/20/2009

Effective: 3/1/2009

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$115.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$115.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2008

Effective: 1/1/2009

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$325 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Freight NOS		
by ST (short ton)	6.20	6.20
by CT (cubic ton)	3.64	3.64

ITEM 1010 Automobile Rate

Issued: 12/1/2008

Effective: 1/1/2009

Automobiles, each	8.51	14.59

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2008

Effective: 1/1/2009

Boats and Trailers, by linear foot	4.85	4.85

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.70	5.58

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Lumber NOS, by MBM	3.09	2.72
Laminated Beams VIZ, by MBM	4.13	3.64
Cross Arms, Trusses VIZ, by CT	2.66	2.66
Railroad Ties VIZ, by ST	3.82	3.82

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plastic / Corrugated Pipe & Accessories, by CT	2.66	2.66

ITEM 1035 Plywood Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plywood NOS, by ST	2.60	2.44
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.82	3.82
OSB VIZ, by ST	2.60	2.44

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2008

Effective: 1/1/2009

Poles, Piling, by MBM	6.87	6.87

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2008

Effective: 1/1/2009

Metals - Steel, NOS, by ST	3.82	3.82
Steel Rebar, Rebar Coils VIZ, by ST	3.34	3.34

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/1/2008

Effective: 1/1/2009

Section 11 - Containerized Cargo

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$175.00

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 12/1/2008

Effective: 1/1/2009

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 60.00

Gate Charge, per move \$ 60.00

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter

\$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers

Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

7/4/2009

Port of Longview

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	9/1/2008	1110	7/3/2004
105	7/3/2004	515	9/1/2008	1115	7/3/2004
110	1/10/2006	600	7/3/2004	1120	1/1/2009
115	7/3/2004	700	7/3/2004	1125	1/1/2009
120	7/3/2004	705	9/1/2008	1130	7/3/2004
125	7/3/2004	710	7/3/2004	1135	7/3/2004
130	7/3/2004	715	7/4/2009		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	816	7/1/2009		
160	7/3/2004	820	1/1/2009		
165	7/3/2004	823	3/15/2005		
200	8/12/2005	825	7/3/2004		
205	1/1/2009	830	3/1/2009		
300	7/3/2004	832	1/1/2009		
305	1/1/2009	833	1/1/2009		
310	7/1/2008	835	7/3/2004		
315	1/1/2009	840	1/1/2009		
320	1/1/2009	900	1/1/2007		
325	1/1/2009	905	1/1/2007		
330	1/1/2009	910	1/1/2007		
335	1/1/2009	915	1/1/2007		
340	1/1/2009	1000	7/3/2004		
400	7/3/2004	1005	1/1/2009		
405	1/1/2009	1010	1/1/2009		
410	7/1/2008	1015	1/1/2009		
415	1/1/2009	1020	1/1/2009		
420	1/1/2009	1025	1/1/2009		
425	1/1/2009	1030	1/1/2009		
430	1/1/2009	1035	1/1/2009		
435	1/1/2009	1040	1/1/2009		
440	1/1/2009	1045	1/1/2009		
500	7/3/2004	1100	7/3/2004		
505	7/1/2008	1105	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

© USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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Section 1 - General Rules and Regulations

ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Section 1 - General Rules and Regulations

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Port of Longview

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Section 1 - General Rules and Regulations

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations

ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- © The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

Section 1 - General Rules and Regulations

upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 ½%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

© **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 ½%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

© RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

© DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

© EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
-

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

© RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half ($\frac{1}{2}$) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$409.00
60	68	\$463.00
68	76	\$514.00
76	84	\$565.00
84	91	\$817.00
91	99	\$1117.00
99	107	\$1438.00
107	114	\$1786.00
114	122	\$1964.00
122	130	\$2174.00
130	137	\$2415.00
137	145	\$2603.00
145	152	\$2859.00
152	160	\$3245.00
160	168	\$3488.00
168	175	\$3785.00
175	183	\$4205.00
183	191	\$4793.00
191	198	\$5573.00
198	206	\$6345.00
206	213	\$7156.00
213	221	\$8292.00
221	229	\$9488.00
229	236	\$10767.00
236	244	\$12084.00
244	259	\$13880.00
259	274	\$15793.00
274	290	\$17791.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.25 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$2037.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

© WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half ($\frac{1}{2}$) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.87

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$11.06
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$11.06

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$12.01

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.09

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.30

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$8.17
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.17

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils NOS	\$6.65
Unitized in units of 1000 kgs or more	\$6.65

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

© FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$16.46

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2008

Effective: 1/1/2009

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$16.16
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.75

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment and Machinery	\$6.16

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2008

Effective: 1/1/2009

Import Aluminum	\$3.72

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2008

Effective: 1/1/2009

Iron or Steel Articles	\$4.21

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2008

Effective: 1/1/2009

Paper and Paper Products NOS	\$6.63
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$8.16

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2008

Effective: 1/1/2009

Vegetables, Dried peas, beans, lentils, NOS	\$16.16
Unitized in units of 1000 kgs or more	\$6.75

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

© RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

© TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 8/25/2008

Effective: 9/1/2008

Freight NOS, Truck Loading

\$15.79

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 8/25/2008

Effective: 9/1/2008

Iron or Steel Articles, Truck Loading

\$10.42

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

© RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

© APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane(Rates include WA state sales tax)	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00

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Section 7 - Equipment and Labor

Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

© STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Section 7 - Equipment and Labor

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 6/24/2009

Effective: 7/4/2009

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$97.98	\$115.42	\$124.13	\$123.36	\$139.81
Longshore/Clerk Skill I	\$101.95	\$120.70	\$130.07	\$135.70	\$146.94
Longshore/Clerk Skill II	\$105.69	\$125.70	\$135.70	\$141.70	\$153.70
Longshore/Clerk Skill III	\$107.56	\$128.18	\$138.49	\$144.68	\$157.05
Foreman	\$125.03	\$149.57	\$161.84	\$169.20	\$183.93
Longview Skill I plus	\$103.60	\$122.89	\$132.55	\$138.35	\$149.92
Longview Skill III plus	\$108.38	\$129.28	\$139.73	\$146.00	\$158.53

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

© VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 816 Emergency Response

Issued: 6/24/2009

Effective: 7/1/2009

When a vessel calls at the Port and it is located outside city limits and there is an emergency response of any kind, the costs associated with the emergency call are the responsibility of the vessel. The vessel will reimburse the Port of Longview for all costs associated with the emergency response by the city of Longview.

ITEM 820 Fresh Water

Issued: 12/1/2008

Effective: 1/1/2009

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$122.85
Monday Through Friday After 4:30 P.M.	\$147.00
Saturday	\$303.45
Sunday and Holidays	\$366.45

Each Additional Ton	\$1.26

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons.
One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds;
one cubic foot equals 7.5 gallons.

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ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

© TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/20/2009

Effective: 3/1/2009

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$115.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$115.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2008

Effective: 1/1/2009

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$325 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 12/1/2008

Effective: 1/1/2009

A small lot fee of \$111.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 12/1/2008

Effective: 1/1/2009

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$20.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

© FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

© CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, ship side storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

© BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

© WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Freight NOS		
by ST (short ton)	6.20	6.20
by CT (cubic ton)	3.64	3.64

ITEM 1010 Automobile Rate

Issued: 12/1/2008

Effective: 1/1/2009

Automobiles, each	8.51	14.59

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2008

Effective: 1/1/2009

Boats and Trailers, by linear foot	4.85	4.85

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2008

Effective: 1/1/2009

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.70	5.58

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2008

Effective: 1/1/2009

	Wharfage	S & F
Lumber NOS, by MBM	3.09	2.72
Laminated Beams VIZ, by MBM	4.13	3.64
Cross Arms, Trusses VIZ, by CT	2.66	2.66
Railroad Ties VIZ, by ST	3.82	3.82

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plastic / Corrugated Pipe & Accessories, by CT	2.66	2.66

ITEM 1035 Plywood Rate

Issued: 12/1/2008

Effective: 1/1/2009

Plywood NOS, by ST	2.60	2.44
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.82	3.82
OSB VIZ, by ST	2.60	2.44

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2008

Effective: 1/1/2009

Poles, Piling, by MBM	6.87	6.87

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2008

Effective: 1/1/2009

Metals - Steel, NOS, by ST	3.82	3.82
Steel Rebar, Rebar Coils VIZ, by ST	3.34	3.34

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/1/2008

Effective: 1/1/2009

Section 11 - Containerized Cargo

CONTAINERS or RACKS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Dockside receiving and loading containers/racks to barge. Includes scale fee for weighing, and wharfage.

Per Container/Rack \$175.00

ITEM 1125 Container Rehandling, Intra-Port Positioning, and Gate Charges

Issued: 12/1/2008

Effective: 1/1/2009

Container/rack rehandling or intra-port positioning in the Port's terminal, laydown yard, on-dock, or warehouse complex, per move \$ 60.00

Gate Charge, per move \$ 60.00

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING**(A) APPLICATION**

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

© MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter**\$15.00****CONTAINER STUFFING**

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

© DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

Port of Longview

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	1/1/2007	1115	7/3/2004
105	7/3/2004	515	7/1/2007	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	1/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	7/1/2007		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2006		
205	1/1/2008	832	1/1/2008		
300	7/3/2004	833	8/1/2005		
305	1/1/2008	835	7/3/2004		
310	7/1/2007	840	7/3/2004		
315	1/1/2008	900	1/1/2007		
320	1/1/2008	905	1/1/2007		
325	1/1/2008	910	1/1/2007		
330	1/1/2008	915	1/1/2007		
335	1/1/2008	1000	7/3/2004		
340	1/1/2008	1005	1/1/2008		
400	7/3/2004	1010	1/1/2008		
405	1/1/2008	1015	1/1/2008		
410	7/1/2007	1020	1/1/2008		
415	1/1/2008	1025	1/1/2008		
420	1/1/2008	1030	1/1/2008		
425	1/1/2008	1035	1/1/2008		
430	1/1/2008	1040	1/1/2008		
435	1/1/2008	1045	1/1/2008		
440	1/1/2008	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/3/2004	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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Section 1 - General Rules and Regulations

ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Section 1 - General Rules and Regulations

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Port of Longview

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Section 1 - General Rules and Regulations

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

Section 1 - General Rules and Regulations

ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

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vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$393.00
60	68	\$445.00
68	76	\$494.00
76	84	\$543.00
84	91	\$786.00
91	99	\$1074.00
99	107	\$1383.00
107	114	\$1717.00
114	122	\$1888.00
122	130	\$2090.00
130	137	\$2322.00
137	145	\$2503.00
145	152	\$2749.00
152	160	\$3120.00
160	168	\$3354.00
168	175	\$3639.00
175	183	\$4043.00
183	191	\$4609.00
191	198	\$5359.00
198	206	\$6101.00
206	213	\$6881.00
213	221	\$7973.00
221	229	\$9123.00
229	236	\$10353.00
236	244	\$11619.00
244	259	\$13346.00
259	274	\$15186.00
274	290	\$17107.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1959.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

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(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$7.57

ITEM 310 Bulk Commodities Rate

Issued: 6/12/2007

Effective: 7/1/2007

Bulk Commodities NOS	\$2.13
Via Conveyor	\$2.13
Unitized in jumbo bags	\$6.20

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$10.63
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.63

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$11.55

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$2.97

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.13

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$7.86
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.86

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils NOS	\$6.39
Unitized in units of 1000 kgs or more	\$6.39

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

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by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$15.83

ITEM 410 Bulk Commodities Rate

Issued: 6/12/2007

Effective: 7/1/2007

Bulk Commodities NOS	\$3.41
Via Conveyor	\$1.78
Unitized in jumbo bags	\$7.26

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.54
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.49

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$5.92

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$3.58

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.05

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$6.38
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.85

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils, NOS	\$15.54
Unitized in units of 1000 kgs or more	\$6.49

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per invoice.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.00

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 7/1/2007

Iron or Steel Articles, Truck Loading

\$9.90

Section 6 - Handling

ITEM 600 Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705** Equipment Rental Rates

Issued: 12/1/2007

Effective: 1/1/2008

EQUIPMENT	RATE
Lift Trucks - 3 metric tons or less	\$25.00
Lift Trucks - over 3 metric tons, up to and including 7 metric tons	\$31.00
Lift Trucks - over 7 metric tons, up to and including 14 metric tons	\$50.00
Lift trucks, over 14 metric tons	\$121.00
 Scoop/Payloader (under 6 cu. yds)	\$100.00
Scoop/Payloader (6 cu. yds. & more)	\$127.00
Reach Stacker (48 metric tons)	\$250.00
 Loc/Bull (Dock) Truck Rental	\$130.00
 Gantry Crane for Breakbulk Freight	\$234.00
Whirley Crane (Berth 1)	\$258.00
Container Crane (Berth 7)	\$481.00
Container Crane W/Bucket (Berth 7)	\$352.00
 Bucket Elevator (8 hour minimum)	\$380.00
 Hopper Rental (Old)	\$65.00
Hopper System (new)(Berth 7)	\$308.00
 High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
 Air Compressor (up to 375 cu. ft/min)	\$31.00
 100KW Generator (rented)	\$44.00
 Dump Truck	\$57.00
Tennant Sweeper Truck	\$56.00
Elgin Vacuum Truck	\$126.00
80' Ford Boom Truck	\$53.00
 Dock Trucks (w/trailers for logs)	\$64.00

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40' - 75' Man Lift	\$40.00
80' - 125' Man Lift	\$93.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Note: 1/1/2008 change = (reach stacker addition only no rate increases)

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Section 7 - Equipment and Labor

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 6/12/2007

Effective: 7/1/2007

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$82.04	\$98.92	\$107.36	\$112.43	\$122.55
Longshore/Clerk Skill I	\$86.00	\$104.21	\$113.30	\$118.76	\$129.68
Longshore/Clerk Skill II	\$89.75	\$109.19	\$118.93	\$124.76	\$136.43
Longshore/Clerk Skill III	\$91.61	\$111.68	\$121.72	\$127.75	\$139.78
Foreman	\$105.61	\$129.27	\$141.10	\$148.20	\$162.40
Longview Skill I plus	\$87.65	\$106.40	\$115.78	\$121.41	\$132.65
Longview Skill III plus	\$92.43	\$112.79	\$122.96	\$129.07	\$141.26

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$80.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$80.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2007

Effective: 1/1/2008

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$295 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

Port of Longview

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.96	5.96
by CT (cubic ton)	3.50	3.50

ITEM 1010 Automobile Rate

Issued: 12/1/2007

Effective: 1/1/2008

Automobiles, each	8.18	14.03

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2007

Effective: 1/1/2008

Boats and Trailers, by linear foot	4.67	4.67

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.33	5.37

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Lumber NOS, by MBM	2.97	2.62
Laminated Beams VIZ, by MBM	3.97	3.50
Cross Arms, Trusses VIZ, by CT	2.56	2.56
Railroad Ties VIZ, by ST	3.67	3.67

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plastic / Corrugated Pipe & Accessories, by CT	2.56	2.56

ITEM 1035 Plywood Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plywood NOS, by ST	2.50	2.35
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.67	3.67
OSB VIZ, by ST	2.50	2.35

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2007

Effective: 1/1/2008

Poles, Piling, by MBM	6.61	6.61

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2007

Effective: 1/1/2008

Metals - Steel, NOS, by ST	3.67	3.67
Steel Rebar, Rebar Coils VIZ, by ST	3.21	3.21

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter**\$15.00****CONTAINER STUFFING**

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE
Per Container \$ 195.00

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	1/1/2007	1115	7/3/2004
105	7/3/2004	515	7/1/2007	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	1/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	7/1/2007		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2008		
205	1/1/2008	832	1/1/2008		
300	7/3/2004	833	8/1/2005		
305	1/1/2008	835	7/3/2004		
310	7/1/2007	840	7/3/2004		
315	1/1/2008	900	1/1/2007		
320	1/1/2008	905	1/1/2007		
325	1/1/2008	910	1/1/2007		
330	1/1/2008	915	1/1/2007		
335	1/1/2008	1000	7/3/2004		
340	1/1/2008	1005	1/1/2008		
400	7/3/2004	1010	1/1/2008		
405	1/1/2008	1015	1/1/2008		
410	7/1/2007	1020	1/1/2008		
415	1/1/2008	1025	1/1/2008		
420	1/1/2008	1030	1/1/2008		
425	1/1/2008	1035	1/1/2008		
430	1/1/2008	1040	1/1/2008		
435	1/1/2008	1045	1/1/2008		
440	1/1/2008	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/3/2004	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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Section 1 - General Rules and Regulations

ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Section 1 - General Rules and Regulations

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Port of Longview

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Section 1 - General Rules and Regulations

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
-

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

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vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$393.00
60	68	\$445.00
68	76	\$494.00
76	84	\$543.00
84	91	\$786.00
91	99	\$1074.00
99	107	\$1383.00
107	114	\$1717.00
114	122	\$1888.00
122	130	\$2090.00
130	137	\$2322.00
137	145	\$2503.00
145	152	\$2749.00
152	160	\$3120.00
160	168	\$3354.00
168	175	\$3639.00
175	183	\$4043.00
183	191	\$4609.00
191	198	\$5359.00
198	206	\$6101.00
206	213	\$6881.00
213	221	\$7973.00
221	229	\$9123.00
229	236	\$10353.00
236	244	\$11619.00
244	259	\$13346.00
259	274	\$15186.00
274	290	\$17107.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1959.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$7.57

ITEM 310 Bulk Commodities Rate

Issued: 6/12/2007

Effective: 7/1/2007

Bulk Commodities NOS	\$2.13
Via Conveyor	\$2.13
Unitized in jumbo bags	\$6.20

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$10.63
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.63

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$11.55

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$2.97

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.13

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$7.86
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.86

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils NOS	\$6.39
Unitized in units of 1000 kgs or more	\$6.39

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$15.83

ITEM 410 Bulk Commodities Rate

Issued: 6/12/2007

Effective: 7/1/2007

Bulk Commodities NOS	\$3.41
Via Conveyor	\$1.78
Unitized in jumbo bags	\$7.26

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.54
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.49

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$5.92

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$3.58

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.05

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$6.38
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.85

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils, NOS	\$15.54
Unitized in units of 1000 kgs or more	\$6.49

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per invoice.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.00

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 7/1/2007

Iron or Steel Articles, Truck Loading

\$9.90

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 12/1/2007

Effective: 1/1/2008

EQUIPMENT	RATE
Lift Trucks - 3 metric tons or less	\$25.00
Lift Trucks - over 3 metric tons, up to and including 7 metric tons	\$31.00
Lift Trucks - over 7 metric tons, up to and including 14 metric tons	\$50.00
Lift trucks, over 14 metric tons	\$121.00
Scoop/Payloader (under 6 cu. yds)	\$100.00
Scoop/Payloader (6 cu. yds. & more)	\$127.00
Reach Stacker (48 metric tons)	\$250.00
Loci/Bull (Dock) Truck Rental	\$130.00
Gantry Crane for Breakbulk Freight	\$234.00
Whirley Crane (Berth 1)	\$258.00
Container Crane (Berth 7)	\$481.00
Container Crane W/Bucket (Berth 7)	\$352.00
Bucket Elevator (8 hour minimum)	\$380.00
Hopper Rental (Old)	\$65.00
Hopper System (new)(Berth 7)	\$308.00
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Dump Truck	\$57.00
Tennant Sweeper Truck	\$56.00
Elgin Vacuum Truck	\$126.00
80' Ford Boom Truck	\$53.00
Dock Trucks (w/trailers for logs)	\$64.00

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Section 7 - Equipment and Labor

40' - 75' Man Lift	\$40.00
80' - 125' Man Lift	\$93.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Note: 1/1/2008 change = (reach stacker addition only no rate increases)

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Section 7 - Equipment and Labor

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 6/12/2007

Effective: 7/1/2007

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$82.04	\$98.92	\$107.36	\$112.43	\$122.55
Longshore/Clerk Skill I	\$86.00	\$104.21	\$113.30	\$118.76	\$129.68
Longshore/Clerk Skill II	\$89.75	\$109.19	\$118.93	\$124.76	\$136.43
Longshore/Clerk Skill III	\$91.61	\$111.68	\$121.72	\$127.75	\$139.78
Foreman	\$105.61	\$129.27	\$141.10	\$148.20	\$162.40
Longview Skill I plus	\$87.65	\$106.40	\$115.78	\$121.41	\$132.65
Longview Skill III plus	\$92.43	\$112.79	\$122.96	\$129.07	\$141.26

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$100.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$100.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2007

Effective: 1/1/2008

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$295 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Section 8 - Miscellaneous Services

Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.96	5.96
by CT (cubic ton)	3.50	3.50

ITEM 1010 Automobile Rate

Issued: 12/1/2007

Effective: 1/1/2008

Automobiles, each	8.18	14.03

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2007

Effective: 1/1/2008

Boats and Trailers, by linear foot	4.67	4.67

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.33	5.37

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Lumber NOS, by MBM	2.97	2.62
Laminated Beams VIZ, by MBM	3.97	3.50
Cross Arms, Trusses VIZ, by CT	2.56	2.56
Railroad Ties VIZ, by ST	3.67	3.67

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plastic / Corrugated Pipe & Accessories, by CT	2.56	2.56

ITEM 1035 Plywood Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plywood NOS, by ST	2.50	2.35
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.67	3.67
OSB VIZ, by ST	2.50	2.35

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2007

Effective: 1/1/2008

Poles, Piling, by MBM	6.61	6.61

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2007

Effective: 1/1/2008

Metals - Steel, NOS, by ST	3.67	3.67
Steel Rebar, Rebar Coils VIZ, by ST	3.21	3.21

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter

\$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers

Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE
Per Container \$ 195.00

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	1/1/2007	1115	7/3/2004
105	7/3/2004	515	7/1/2007	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	7/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	7/1/2007		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2008		
205	1/1/2008	832	1/1/2008		
300	7/3/2004	833	8/1/2005		
305	1/1/2008	835	7/3/2004		
310	7/1/2008	840	7/3/2004		
315	1/1/2008	900	1/1/2007		
320	1/1/2008	905	1/1/2007		
325	1/1/2008	910	1/1/2007		
330	1/1/2008	915	1/1/2007		
335	1/1/2008	1000	7/3/2004		
340	1/1/2008	1005	1/1/2008		
400	7/3/2004	1010	1/1/2008		
405	1/1/2008	1015	1/1/2008		
410	7/1/2008	1020	1/1/2008		
415	1/1/2008	1025	1/1/2008		
420	1/1/2008	1030	1/1/2008		
425	1/1/2008	1035	1/1/2008		
430	1/1/2008	1040	1/1/2008		
435	1/1/2008	1045	1/1/2008		
440	1/1/2008	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/1/2008	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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Section 1 - General Rules and Regulations

ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

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ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
-

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

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vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$393.00
60	68	\$445.00
68	76	\$494.00
76	84	\$543.00
84	91	\$786.00
91	99	\$1074.00
99	107	\$1383.00
107	114	\$1717.00
114	122	\$1888.00
122	130	\$2090.00
130	137	\$2322.00
137	145	\$2503.00
145	152	\$2749.00
152	160	\$3120.00
160	168	\$3354.00
168	175	\$3639.00
175	183	\$4043.00
183	191	\$4609.00
191	198	\$5359.00
198	206	\$6101.00
206	213	\$6881.00
213	221	\$7973.00
221	229	\$9123.00
229	236	\$10353.00
236	244	\$11619.00
244	259	\$13346.00
259	274	\$15186.00
274	290	\$17107.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1959.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$7.57

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$10.63
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.63

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$11.55

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$2.97

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.13

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$7.86
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.86

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils NOS	\$6.39
Unitized in units of 1000 kgs or more	\$6.39

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$15.83

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.54
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.49

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$5.92

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$3.58

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.05

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$6.38
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.85

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils, NOS	\$15.54
Unitized in units of 1000 kgs or more	\$6.49

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.00

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 7/1/2007

Iron or Steel Articles, Truck Loading

\$9.90

Section 6 - Handling

ITEM 600 Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705 Equipment Rental Rates**

Issued: 6/30/2008

Effective: 7/1/2008

EQUIPMENT	RATE
Lift Trucks - 3 metric tons or less	\$25.00
Lift Trucks - over 3 metric tons, up to and including 7 metric tons	\$31.00
Lift Trucks - over 7 metric tons, up to and including 14 metric tons	\$50.00
Lift trucks, over 14 metric tons	\$121.00
 Scoop/Payloader (under 6 cu. yds)	\$100.00
Scoop/Payloader (6 cu. yds. & more)	\$127.00
Reach Stacker (48 metric tons)	\$250.00
 Loc/Bull (Dock) Truck Rental	\$130.00
 Gantry Crane for Breakbulk Freight	\$234.00
Container Crane (Berth 7 for containers)	\$481.00
Container Crane W/Bucket (Berth 7 for bulk commodities)	\$352.00
Mobile Harbor Crane	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
(Rates include WA state sales tax)	
 Bucket Elevator (8 hour minimum)	\$380.00
 Hopper Rental (Old)	\$65.00
Hopper System (new)(Berth 7)	\$308.00
 High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
 Air Compressor (up to 375 cu. ft/min)	\$31.00
 100KW Generator (rented)	\$44.00
 Dump Truck	\$57.00
Tennant Sweeper Truck	\$56.00

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Section 7 - Equipment and Labor

Elgin Vacuum Truck	\$126.00
80' Ford Boom Truck	\$53.00
Dock Trucks (w/trailers for logs)	\$64.00
40' - 75' Man Lift	\$40.00
80' - 125' Man Lift	\$93.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Note: 7/1/2008 change = (Mobile harbor crane addition only, no rate increases)

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Section 7 - Equipment and Labor

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 6/12/2007

Effective: 7/1/2007

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$82.04	\$98.92	\$107.36	\$112.43	\$122.55
Longshore/Clerk Skill I	\$86.00	\$104.21	\$113.30	\$118.76	\$129.68
Longshore/Clerk Skill II	\$89.75	\$109.19	\$118.93	\$124.76	\$136.43
Longshore/Clerk Skill III	\$91.61	\$111.68	\$121.72	\$127.75	\$139.78
Foreman	\$105.61	\$129.27	\$141.10	\$148.20	\$162.40
Longview Skill I plus	\$87.65	\$106.40	\$115.78	\$121.41	\$132.65
Longview Skill III plus	\$92.43	\$112.79	\$122.96	\$129.07	\$141.26

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$100.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

Section 8 - Miscellaneous Services

the Columbia River at a participating Association members location.

All references to the levy of said \$100.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2007

Effective: 1/1/2008

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$295 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.96	5.96
by CT (cubic ton)	3.50	3.50

ITEM 1010 Automobile Rate

Issued: 12/1/2007

Effective: 1/1/2008

Automobiles, each	8.18	14.03

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2007

Effective: 1/1/2008

Boats and Trailers, by linear foot	4.67	4.67

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.33	5.37

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Lumber NOS, by MBM	2.97	2.62
Laminated Beams VIZ, by MBM	3.97	3.50
Cross Arms, Trusses VIZ, by CT	2.56	2.56
Railroad Ties VIZ, by ST	3.67	3.67

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plastic / Corrugated Pipe & Accessories, by CT	2.56	2.56

ITEM 1035 Plywood Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plywood NOS, by ST	2.50	2.35
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.67	3.67
OSB VIZ, by ST	2.50	2.35

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2007

Effective: 1/1/2008

Poles, Piling, by MBM	6.61	6.61

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2007

Effective: 1/1/2008

Metals - Steel, NOS, by ST	3.67	3.67
Steel Rebar, Rebar Coils VIZ, by ST	3.21	3.21

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter

\$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers

Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE
Per Container \$ 195.00

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

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100	7/3/2004	510	1/1/2007	1115	7/3/2004
105	7/3/2004	515	7/1/2007	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	9/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	9/1/2008		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2008		
205	1/1/2008	832	1/1/2008		
300	7/3/2004	833	8/1/2005		
305	1/1/2008	835	7/3/2004		
310	7/1/2008	840	7/3/2004		
315	1/1/2008	900	1/1/2007		
320	1/1/2008	905	1/1/2007		
325	1/1/2008	910	1/1/2007		
330	1/1/2008	915	1/1/2007		
335	1/1/2008	1000	7/3/2004		
340	1/1/2008	1005	1/1/2008		
400	7/3/2004	1010	1/1/2008		
405	1/1/2008	1015	1/1/2008		
410	7/1/2008	1020	1/1/2008		
415	1/1/2008	1025	1/1/2008		
420	1/1/2008	1030	1/1/2008		
425	1/1/2008	1035	1/1/2008		
430	1/1/2008	1040	1/1/2008		
435	1/1/2008	1045	1/1/2008		
440	1/1/2008	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/1/2008	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

Port of Longview

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Port of Longview

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ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
-

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

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vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$393.00
60	68	\$445.00
68	76	\$494.00
76	84	\$543.00
84	91	\$786.00
91	99	\$1074.00
99	107	\$1383.00
107	114	\$1717.00
114	122	\$1888.00
122	130	\$2090.00
130	137	\$2322.00
137	145	\$2503.00
145	152	\$2749.00
152	160	\$3120.00
160	168	\$3354.00
168	175	\$3639.00
175	183	\$4043.00
183	191	\$4609.00
191	198	\$5359.00
198	206	\$6101.00
206	213	\$6881.00
213	221	\$7973.00
221	229	\$9123.00
229	236	\$10353.00
236	244	\$11619.00
244	259	\$13346.00
259	274	\$15186.00
274	290	\$17107.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1959.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.57

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$10.63
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.63

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$11.55

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$2.97

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.13

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$7.86
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.86

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils NOS	\$6.39
Unitized in units of 1000 kgs or more	\$6.39

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$15.83

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.54
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.49

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$5.92

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$3.58

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.05

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$6.38
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.85

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils, NOS	\$15.54
Unitized in units of 1000 kgs or more	\$6.49

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.00

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 7/1/2007

Iron or Steel Articles, Truck Loading

\$9.90

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

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Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
(Rates include WA state sales tax)	
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00

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Section 7 - Equipment and Labor

100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

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Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 8/25/2008

Effective: 9/1/2008

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$86.45	\$103.63	\$112.23	\$117.38	\$127.68
Longshore/Clerk Skill I	\$90.41	\$108.92	\$118.18	\$123.72	\$134.82
Longshore/Clerk Skill II	\$94.16	\$113.92	\$123.79	\$129.71	\$141.57
Longshore/Clerk Skill III	\$96.02	\$116.39	\$126.59	\$132.70	\$144.92
Foreman	\$110.03	\$133.69	\$145.52	\$152.62	\$166.82
Longview Skill I plus	\$92.06	\$111.11	\$120.65	\$126.36	\$137.79
Longview Skill III plus	\$96.85	\$117.50	\$127.83	\$134.02	\$146.40

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$100.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

Section 8 - Miscellaneous Services

the Columbia River at a participating Association members location.

All references to the levy of said \$100.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2007

Effective: 1/1/2008

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$295 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER

All Freight NOS-Inbound	\$1.25	\$0.90

All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.96	5.96
by CT (cubic ton)	3.50	3.50

ITEM 1010 Automobile Rate

Issued: 12/1/2007

Effective: 1/1/2008

Automobiles, each	8.18	14.03

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2007

Effective: 1/1/2008

Boats and Trailers, by linear foot	4.67	4.67

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.33	5.37

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Lumber NOS, by MBM	2.97	2.62
Laminated Beams VIZ, by MBM	3.97	3.50
Cross Arms, Trusses VIZ, by CT	2.56	2.56
Railroad Ties VIZ, by ST	3.67	3.67

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plastic / Corrugated Pipe & Accessories, by CT	2.56	2.56

ITEM 1035 Plywood Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plywood NOS, by ST	2.50	2.35
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.67	3.67
OSB VIZ, by ST	2.50	2.35

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2007

Effective: 1/1/2008

Poles, Piling, by MBM	6.61	6.61

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2007

Effective: 1/1/2008

Metals - Steel, NOS, by ST	3.67	3.67
Steel Rebar, Rebar Coils VIZ, by ST	3.21	3.21

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

- (D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter \$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter \$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE	
Per Container	\$ 195.00

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

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100	7/3/2004	510	1/1/2007	1115	7/3/2004
105	7/3/2004	515	7/1/2007	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	9/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	9/1/2008		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2008		
205	1/1/2008	832	1/1/2008		
300	7/3/2004	833	8/1/2005		
305	1/1/2008	835	7/3/2004		
310	7/1/2008	840	7/3/2004		
315	1/1/2008	900	1/1/2007		
320	1/1/2008	905	1/1/2007		
325	1/1/2008	910	1/1/2007		
330	1/1/2008	915	1/1/2007		
335	1/1/2008	1000	7/3/2004		
340	1/1/2008	1005	1/1/2008		
400	7/3/2004	1010	1/1/2008		
405	1/1/2008	1015	1/1/2008		
410	7/1/2008	1020	1/1/2008		
415	1/1/2008	1025	1/1/2008		
420	1/1/2008	1030	1/1/2008		
425	1/1/2008	1035	1/1/2008		
430	1/1/2008	1040	1/1/2008		
435	1/1/2008	1045	1/1/2008		
440	1/1/2008	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/1/2008	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
-

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$393.00
60	68	\$445.00
68	76	\$494.00
76	84	\$543.00
84	91	\$786.00
91	99	\$1074.00
99	107	\$1383.00
107	114	\$1717.00
114	122	\$1888.00
122	130	\$2090.00
130	137	\$2322.00
137	145	\$2503.00
145	152	\$2749.00
152	160	\$3120.00
160	168	\$3354.00
168	175	\$3639.00
175	183	\$4043.00
183	191	\$4609.00
191	198	\$5359.00
198	206	\$6101.00
206	213	\$6881.00
213	221	\$7973.00
221	229	\$9123.00
229	236	\$10353.00
236	244	\$11619.00
244	259	\$13346.00
259	274	\$15186.00
274	290	\$17107.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1959.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$7.57

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$10.63
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.63

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$11.55

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$2.97

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.13

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$7.86
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.86

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils NOS	\$6.39
Unitized in units of 1000 kgs or more	\$6.39

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$15.83

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.54
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.49

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$5.92

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$3.58

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.05

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$6.38
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.85

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils, NOS	\$15.54
Unitized in units of 1000 kgs or more	\$6.49

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.00

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 7/1/2007

Iron or Steel Articles, Truck Loading

\$9.90

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

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Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
(Rates include WA state sales tax)	
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00

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Section 7 - Equipment and Labor

100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Section 7 - Equipment and Labor

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 8/25/2008

Effective: 9/1/2008

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$86.45	\$103.63	\$112.23	\$117.38	\$127.68
Longshore/Clerk Skill I	\$90.41	\$108.92	\$118.18	\$123.72	\$134.82
Longshore/Clerk Skill II	\$94.16	\$113.92	\$123.79	\$129.71	\$141.57
Longshore/Clerk Skill III	\$96.02	\$116.39	\$126.59	\$132.70	\$144.92
Foreman	\$110.03	\$133.69	\$145.52	\$152.62	\$166.82
Longview Skill I plus	\$92.06	\$111.11	\$120.65	\$126.36	\$137.79
Longview Skill III plus	\$96.85	\$117.50	\$127.83	\$134.02	\$146.40

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

Section 8 - Miscellaneous Services

- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$100.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$100.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2007

Effective: 1/1/2008

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$295 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER

All Freight NOS-Inbound	\$1.25	\$0.90

All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.96	5.96
by CT (cubic ton)	3.50	3.50

ITEM 1010 Automobile Rate

Issued: 12/1/2007

Effective: 1/1/2008

Automobiles, each	8.18	14.03

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2007

Effective: 1/1/2008

Boats and Trailers, by linear foot	4.67	4.67

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.33	5.37

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Lumber NOS, by MBM	2.97	2.62
Laminated Beams VIZ, by MBM	3.97	3.50
Cross Arms, Trusses VIZ, by CT	2.56	2.56
Railroad Ties VIZ, by ST	3.67	3.67

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plastic / Corrugated Pipe & Accessories, by CT	2.56	2.56

ITEM 1035 Plywood Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plywood NOS, by ST	2.50	2.35
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.67	3.67
OSB VIZ, by ST	2.50	2.35

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2007

Effective: 1/1/2008

Poles, Piling, by MBM	6.61	6.61

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2007

Effective: 1/1/2008

Metals - Steel, NOS, by ST	3.67	3.67
Steel Rebar, Rebar Coils VIZ, by ST	3.21	3.21

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES

per Weight/Cubic Meter

\$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers

Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE	
Per Container	\$ 195.00

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	9/1/2008	1115	7/3/2004
105	7/3/2004	515	9/1/2008	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	9/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	9/1/2008		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2008		
205	1/1/2008	832	1/1/2008		
300	7/3/2004	833	8/1/2005		
305	1/1/2008	835	7/3/2004		
310	7/1/2008	840	7/3/2004		
315	1/1/2008	900	1/1/2007		
320	1/1/2008	905	1/1/2007		
325	1/1/2008	910	1/1/2007		
330	1/1/2008	915	1/1/2007		
335	1/1/2008	1000	7/3/2004		
340	1/1/2008	1005	1/1/2008		
400	7/3/2004	1010	1/1/2008		
405	1/1/2008	1015	1/1/2008		
410	7/1/2008	1020	1/1/2008		
415	1/1/2008	1025	1/1/2008		
420	1/1/2008	1030	1/1/2008		
425	1/1/2008	1035	1/1/2008		
430	1/1/2008	1040	1/1/2008		
435	1/1/2008	1045	1/1/2008		
440	1/1/2008	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/1/2008	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

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ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

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ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$393.00
60	68	\$445.00
68	76	\$494.00
76	84	\$543.00
84	91	\$786.00
91	99	\$1074.00
99	107	\$1383.00
107	114	\$1717.00
114	122	\$1888.00
122	130	\$2090.00
130	137	\$2322.00
137	145	\$2503.00
145	152	\$2749.00
152	160	\$3120.00
160	168	\$3354.00
168	175	\$3639.00
175	183	\$4043.00
183	191	\$4609.00
191	198	\$5359.00
198	206	\$6101.00
206	213	\$6881.00
213	221	\$7973.00
221	229	\$9123.00
229	236	\$10353.00
236	244	\$11619.00
244	259	\$13346.00
259	274	\$15186.00
274	290	\$17107.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1959.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.57

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$10.63
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.63

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$11.55

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$2.97

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.13

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$7.86
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.86

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils NOS	\$6.39
Unitized in units of 1000 kgs or more	\$6.39

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$15.83

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.54
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.49

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$5.92

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$3.58

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.05

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$6.38
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.85

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils, NOS	\$15.54
Unitized in units of 1000 kgs or more	\$6.49

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.79

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 7/1/2007

Iron or Steel Articles, Truck Loading

\$10.42

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

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Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
(Rates include WA state sales tax)	
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00

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Section 7 - Equipment and Labor

100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Section 7 - Equipment and Labor

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

Section 7 - Equipment and Labor

presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 8/25/2008

Effective: 9/1/2008, 10/20/08

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$86.45	\$103.63	\$112.23	\$117.38	\$127.68
Longshore/Clerk Skill I	\$90.41	\$108.92	\$118.18	\$123.72	\$134.82
Longshore/Clerk Skill II	\$94.16	\$113.92	\$123.79	\$129.71	\$141.57
Longshore/Clerk Skill III	\$96.02	\$116.39	\$126.59	\$132.70	\$144.92
Foreman	\$111.35	\$135.46	\$147.50	\$154.73	\$169.20
Longview Skill I plus	\$92.06	\$111.11	\$120.65	\$126.36	\$137.79
Longview Skill III plus	\$96.85	\$117.50	\$127.83	\$134.02	\$146.40

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

Section 8 - Miscellaneous Services

- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$100.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

Section 8 - Miscellaneous Services

the Columbia River at a participating Association members location.

All references to the levy of said \$100.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2007

Effective: 1/1/2008

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$295 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER

All Freight NOS-Inbound	\$1.25	\$0.90

All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.96	5.96
by CT (cubic ton)	3.50	3.50

ITEM 1010 Automobile Rate

Issued: 12/1/2007

Effective: 1/1/2008

Automobiles, each	8.18	14.03

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2007

Effective: 1/1/2008

Boats and Trailers, by linear foot	4.67	4.67

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.33	5.37

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Lumber NOS, by MBM	2.97	2.62
Laminated Beams VIZ, by MBM	3.97	3.50
Cross Arms, Trusses VIZ, by CT	2.56	2.56
Railroad Ties VIZ, by ST	3.67	3.67

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plastic / Corrugated Pipe & Accessories, by CT	2.56	2.56

ITEM 1035 Plywood Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plywood NOS, by ST	2.50	2.35
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.67	3.67
OSB VIZ, by ST	2.50	2.35

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2007

Effective: 1/1/2008

Poles, Piling, by MBM	6.61	6.61

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2007

Effective: 1/1/2008

Metals - Steel, NOS, by ST	3.67	3.67
Steel Rebar, Rebar Coils VIZ, by ST	3.21	3.21

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter**\$15.00****CONTAINER STUFFING**

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE	
Per Container	\$ 195.00

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	9/1/2008	1115	7/3/2004
105	7/3/2004	515	9/1/2008	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	9/1/2008	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	9/1/2008		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2008		
205	1/1/2008	832	1/1/2008		
300	7/3/2004	833	8/1/2005		
305	1/1/2008	835	7/3/2004		
310	7/1/2008	840	7/3/2004		
315	1/1/2008	900	1/1/2007		
320	1/1/2008	905	1/1/2007		
325	1/1/2008	910	1/1/2007		
330	1/1/2008	915	1/1/2007		
335	1/1/2008	1000	7/3/2004		
340	1/1/2008	1005	1/1/2008		
400	7/3/2004	1010	1/1/2008		
405	1/1/2008	1015	1/1/2008		
410	7/1/2008	1020	1/1/2008		
415	1/1/2008	1025	1/1/2008		
420	1/1/2008	1030	1/1/2008		
425	1/1/2008	1035	1/1/2008		
430	1/1/2008	1040	1/1/2008		
435	1/1/2008	1045	1/1/2008		
440	1/1/2008	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/1/2008	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Section 1 - General Rules and Regulations**ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT**

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

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upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

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ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) SERVICE AND FACILITIES CHARGE

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

Section 1 - General Rules and Regulations

ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

Section 1 - General Rules and Regulations

- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/1/2007

Effective: 1/1/2008

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$393.00
60	68	\$445.00
68	76	\$494.00
76	84	\$543.00
84	91	\$786.00
91	99	\$1074.00
99	107	\$1383.00
107	114	\$1717.00
114	122	\$1888.00
122	130	\$2090.00
130	137	\$2322.00
137	145	\$2503.00
145	152	\$2749.00
152	160	\$3120.00
160	168	\$3354.00
168	175	\$3639.00
175	183	\$4043.00
183	191	\$4609.00
191	198	\$5359.00
198	206	\$6101.00
206	213	\$6881.00
213	221	\$7973.00
221	229	\$9123.00
229	236	\$10353.00
236	244	\$11619.00
244	259	\$13346.00
259	274	\$15186.00
274	290	\$17107.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1959.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.57

ITEM 310 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$2.21
Via Conveyor	\$2.21
Unitized in jumbo bags	\$6.44

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$10.63
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.63

ITEM 320 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$11.55

ITEM 325 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$2.97

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.13

ITEM 335 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$7.86
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.86

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils NOS	\$6.39
Unitized in units of 1000 kgs or more	\$6.39

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$15.83

ITEM 410 Bulk Commodities Rate

Issued: 6/30/2008

Effective: 7/1/2008

Bulk Commodities NOS	\$3.55
Via Conveyor	\$1.85
Unitized in jumbo bags	\$7.55

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/1/2007

Effective: 1/1/2008

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.54
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.49

ITEM 420 Equipment and Machinery Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment and Machinery	\$5.92

ITEM 425 Metals - Aluminum Rate

Issued: 12/1/2007

Effective: 1/1/2008

Import Aluminum	\$3.58

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/1/2007

Effective: 1/1/2008

Iron or Steel Articles	\$4.05

ITEM 435 Paper and Paper Products Rate

Issued: 12/1/2007

Effective: 1/1/2008

Paper and Paper Products NOS	\$6.38
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.85

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/1/2007

Effective: 1/1/2008

Vegetables, Dried peas, beans, lentils, NOS	\$15.54
Unitized in units of 1000 kgs or more	\$6.49

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/30/2008

Effective: 7/1/2008

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per truck load.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 8/25/2008

Effective: 9/1/2008

Freight NOS, Truck Loading

\$15.79

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 8/25/2008

Effective: 9/1/2008

Iron or Steel Articles, Truck Loading

\$10.42

Section 6 - Handling

ITEM 600 Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

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Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 8/25/2008

Effective: 9/1/2008

EQUIPMENT	RATE
Lift Trucks	
less than 28,000 lbs	\$35.00
greater than 28,000 up to and including 36,000 lbs	\$55.00
greater than 36,000 lbs up to and including 55,000 lbs	\$75.00
greater than 55,000 lbs	\$140.00
Loaders	
Scoop/Payloader (under 6 cu. yds)	\$110.00
Scoop/Payloader (6 cu. yds. & more)	\$140.00
Reach Stacker (48 metric tons)	\$275.00
Top Pick	\$140.00
High Piling loader	\$110.00
Locomotive	\$150.00
Track mobile	\$140.00
Cranes	
Gantry Crane for Breakbulk	\$257.00
Gantry Crane for containers	\$257.00
Gantry Crane for Bulk (W/Bucket)	\$387.00
Mobile Harbor Crane	
Per Hour (or any fraction thereof)	\$700.00
Minimum (4 hour minimum)	\$2,800.00
Surcharge per vessel call	\$5,000.00
(Rates include WA state sales tax)	
Hoppers	
Hopper Rental	\$150.00
Hopper System (Berth 7)	\$308.00
Conveyors	
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00

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Section 7 - Equipment and Labor

100KW Generator (rented)	\$44.00
Trucks	
Dump Truck	\$60.00
Sweeper Truck	\$65.00
Vacuum Truck	\$139.00
Boom Truck	\$56.00
Dock Truck	\$67.00
Trailers w/ dock truck	\$15.00
Man Lifts	
40' - 75' Man Lift	\$42.00
80' - 125' Man Lift	\$98.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor**ITEM 710 Labor Services Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

Section 7 - Equipment and Labor

Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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Section 7 - Equipment and Labor

presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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Section 7 - Equipment and Labor

ITEM 715 Schedule of Man Hour Rates

Issued: 8/25/2008

Effective: 9/1/2008, 10/20/08

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$86.45	\$103.63	\$112.23	\$117.38	\$127.68
Longshore/Clerk Skill I	\$90.41	\$108.92	\$118.18	\$123.72	\$134.82
Longshore/Clerk Skill II	\$94.16	\$113.92	\$123.79	\$129.71	\$141.57
Longshore/Clerk Skill III	\$96.02	\$116.39	\$126.59	\$132.70	\$144.92
Foreman	\$111.35	\$135.46	\$147.50	\$154.73	\$169.20
Longview Skill I plus	\$92.06	\$111.11	\$120.65	\$126.36	\$137.79
Longview Skill III plus	\$96.85	\$117.50	\$127.83	\$134.02	\$146.40

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longview Skill III plus

683 Lead Warehouseman

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$100.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$100.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/1/2007

Effective: 1/1/2008

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$295 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.96	5.96
by CT (cubic ton)	3.50	3.50

ITEM 1010 Automobile Rate

Issued: 12/1/2007

Effective: 1/1/2008

Automobiles, each	8.18	14.03

ITEM 1015 Boats and Trailer Rate

Issued: 12/1/2007

Effective: 1/1/2008

Boats and Trailers, by linear foot	4.67	4.67

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/1/2007

Effective: 1/1/2008

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.33	5.37

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/1/2007

Effective: 1/1/2008

	Wharfage	S & F
Lumber NOS, by MBM	2.97	2.62
Laminated Beams VIZ, by MBM	3.97	3.50
Cross Arms, Trusses VIZ, by CT	2.56	2.56
Railroad Ties VIZ, by ST	3.67	3.67

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plastic / Corrugated Pipe & Accessories, by CT	2.56	2.56

ITEM 1035 Plywood Rate

Issued: 12/1/2007

Effective: 1/1/2008

Plywood NOS, by ST	2.50	2.35
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.67	3.67
OSB VIZ, by ST	2.50	2.35

ITEM 1040 Poles, Piling Rate

Issued: 12/1/2007

Effective: 1/1/2008

Poles, Piling, by MBM	6.61	6.61

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/1/2007

Effective: 1/1/2008

Metals - Steel, NOS, by ST	3.67	3.67
Steel Rebar, Rebar Coils VIZ, by ST	3.21	3.21

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
-

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

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(D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter**\$15.00****CONTAINER STUFFING**

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE
Per Container \$ 195.00

Title Page

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

Port of Longview

Terminal Tariff No. 8

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	1/1/2007	1115	7/3/2004
105	7/3/2004	515	1/1/2007	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	7/1/2006	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	8/5/2006		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2006		
205	1/1/2007	832	1/10/2006		
300	7/3/2004	833	8/1/2005		
305	1/1/2007	835	7/3/2004		
310	7/1/2006	840	7/3/2004		
315	1/1/2007	900	1/1/2007		
320	1/1/2007	905	1/1/2007		
325	1/1/2007	910	1/1/2007		
330	1/1/2007	915	1/1/2007		
335	1/1/2007	1000	7/3/2004		
340	1/1/2007	1005	1/1/2007		
400	7/3/2004	1010	1/1/2007		
405	1/1/2007	1015	1/1/2007		
410	7/1/2006	1020	1/1/2007		
415	1/1/2007	1025	1/1/2007		
420	1/1/2007	1030	1/1/2007		
425	1/1/2007	1035	1/1/2007		
430	1/1/2007	1040	1/1/2007		
435	1/1/2007	1045	1/1/2007		
440	1/1/2007	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/3/2004	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

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Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

Port of Longview

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

Port of Longview

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Section 1 - General Rules and Regulations

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

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Section 1 - General Rules and Regulations

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

Section 1 - General Rules and Regulations

upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

Section 1 - General Rules and Regulations

invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

Section 1 - General Rules and Regulations

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations

ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

Section 1 - General Rules and Regulations

providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual structures on the vessel. Should unusual structures exist, it is the vessel's

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responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of

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- any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
-

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage

ITEM 200 Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any vessel, upon notice to move, which refuses or fails to move, may be shifted by tug

Section 2 - Dockage

or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/15/2006

Effective: 1/1/2007

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$382.00
60	68	\$432.00
68	76	\$480.00
76	84	\$527.00
84	91	\$763.00
91	99	\$1043.00
99	107	\$1343.00
107	114	\$1667.00
114	122	\$1833.00
122	130	\$2029.00
130	137	\$2254.00
137	145	\$2430.00
145	152	\$2669.00
152	160	\$3029.00
160	168	\$3256.00
168	175	\$3533.00
175	183	\$3925.00
183	191	\$4475.00
191	198	\$5203.00
198	206	\$5923.00
206	213	\$6681.00
213	221	\$7741.00
221	229	\$8857.00
229	236	\$10051.00
236	244	\$11281.00
244	259	\$12957.00
259	274	\$14744.00
274	290	\$16609.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1902.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage

ITEM 300 Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.35

ITEM 310 Bulk Commodities Rate

Issued: 6/13/2006

Effective: 7/1/2006

Bulk Commodities NOS	\$2.01
Via Conveyor	\$2.01
Unitized in jumbo bags	\$5.85

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/15/2006

Effective: 1/1/2007

Chemicals, Fertilizers, and Starch NOS In bags or packages	\$10.32
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.32

ITEM 320 Equipment and Machinery Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment and Machinery	\$11.21

ITEM 325 Metals - Aluminum Rate

Issued: 12/15/2006

Effective: 1/1/2007

Import Aluminum	\$2.88

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles	\$4.01

ITEM 335 Paper and Paper Products Rate

Issued: 12/15/2006

Effective: 1/1/2007

Paper and Paper Products NOS	\$7.63
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.63

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/15/2006

Effective: 1/1/2007

Vegetables, Dried peas, beans, lentils NOS	\$6.20
Unitized in units of 1000 kgs or more	\$6.20

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES

(A) DEFINITION

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) **SERVICE AND FACILITIES MINIMUM CHARGE**

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) **SERVICE AND FACILITIES RATES**

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$15.37

ITEM 410 Bulk Commodities Rate

Issued: 6/13/2006

Effective: 7/1/2006

Bulk Commodities NOS	\$3.22
Via Conveyor	\$1.68
Unitized in jumbo bags	\$6.85

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/15/2006

Effective: 1/1/2007

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.09
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.30

ITEM 420 Equipment and Machinery Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment and Machinery	\$5.75

ITEM 425 Metals - Aluminum Rate

Issued: 12/15/2006

Effective: 1/1/2007

Import Aluminum	\$3.48

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles	\$3.93

ITEM 435 Paper and Paper Products Rate

Issued: 12/15/2006

Effective: 1/1/2007

Paper and Paper Products NOS	\$6.19
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.62

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/15/2006

Effective: 1/1/2007

Vegetables, Dried peas, beans, lentils, NOS	\$15.09
Unitized in units of 1000 kgs or more	\$6.30

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per invoice.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.00

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles, Truck Loading

\$9.50

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700 Equipment Rental Conditions**

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

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Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 6/13/2006

Effective: 7/1/2006

EQUIPMENT	RATE
Lift Trucks - 3 metric tons or less	\$25.00
Lift Trucks - over 3 metric tons, up to and including 7 metric tons	\$31.00
Lift Trucks - over 7 metric tons, up to and including 14 metric tons	\$50.00
Lift trucks, over 14 metric tons	\$121.00
Scoop/Payloader (under 6 cu. yds)	\$100.00
Scoop/Payloader (6 cu. yds. & more)	\$127.00
Loci/Bull (Dock) Truck Rental	\$130.00
Gantry Crane for Breakbulk Freight	\$234.00
Whirley Crane (Berth 1)	\$258.00
Container Crane (Berth 7)	\$481.00
Container Crane W/Bucket (Berth 7)	\$352.00
Bucket Elevator (8 hour minimum)	\$380.00
Hopper Rental (Old)	\$65.00
Hopper System (new)(Berth 7)	\$308.00
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Dump Truck	\$57.00
Tennant Sweeper Truck	\$56.00
Elgin Vacuum Truck	\$126.00
80' Ford Boom Truck	\$53.00
Dock Trucks (w/trailers for logs)	\$64.00

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Section 7 - Equipment and Labor

40' - 75' Man Lift	\$40.00
80' - 125' Man Lift	\$93.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

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Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in

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Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 8/5/2006

Effective: 8/5/2006

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$79.04	\$95.64	\$103.94	\$108.93	\$118.88
Longshore/Clerk Skill I	\$83.00	\$100.92	\$109.89	\$115.27	\$126.02
Longshore/Clerk Skill II	\$86.74	\$105.93	\$115.52	\$121.26	\$132.77
Longshore/Clerk Skill III	\$88.61	\$108.40	\$118.31	\$124.25	\$136.12
Foreman	\$103.28	\$126.59	\$138.24	\$145.22	\$159.21
Longview Skill I plus	\$84.65	\$103.12	\$112.36	\$117.91	\$128.99
Longview Skill III plus	\$89.43	\$109.51	\$119.54	\$125.57	\$137.60
<u>Basic Longshore/Clerk</u>	<u>Longshore/Clerk Skill II</u>				
005 Dockman	055 Lift Truck - Heavy				
101 Basic Clerk	080 Bulk Loader Operator				
213 Linesman	092 Log Loader - Snapper				
	675 Crane Maintenance				
	677 Steady Warehouseman				
	684 Steady Mechanic				
	685 Steady Millwright				
	688 Steady Utility Man				
	690 Steady Bulk Facility Oper.				
	692 Switch Engine Operator				
<u>Longshore/Clerk Skill I</u>	<u>Longshore/Clerk Skill III</u>				
025 Combo Lift/Jitney	084 Container Crane Operator				
029 Lift Truck Operator	095 Port Packer				
103 Supervisor - Dock	106 Chief Supervisor				
686 Millwright Helper	<u>Longview Skill III plus</u>				
689 Utility Helper	683 Lead Warehouseman				
694 Utility Bulk					
695 Temporary Mechanic Helper					
696 Temporary Bulk Helper					
<u>Longview Skill I plus</u>					
676 Temporary Warehouseman					
687 Temporary Utility Man					
691 Temporary Bulk Facility Operator					

Section 8 - Miscellaneous Services

ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%. The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/22/2006

Effective: 3/1/2006

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$75.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$75.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/13/2005

Effective: 1/10/2006

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$250 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.79	5.79
by CT (cubic ton)	3.40	3.40

ITEM 1010 Automobile Rate

Issued: 12/15/2006

Effective: 1/1/2007

Automobiles, each	7.94	13.62

ITEM 1015 Boats and Trailer Rate

Issued: 12/15/2006

Effective: 1/1/2007

Boats and Trailers, by linear foot	4.53	4.53

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.06	5.21

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/15/2006

Effective: 1/1/2007

	Wharfage	S & F
Lumber NOS, by MBM	2.88	2.54
Laminated Beams VIZ, by MBM	3.85	3.40
Cross Arms, Trusses VIZ, by CT	2.49	2.49
Railroad Ties VIZ, by ST	3.56	3.56

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/15/2006

Effective: 1/1/2007

Plastic / Corrugated Pipe & Accessories, by CT	2.49	2.49

ITEM 1035 Plywood Rate

Issued: 12/15/2006

Effective: 1/1/2007

Plywood NOS, by ST	1.22	1.14
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.56	3.56
OSB VIZ, by ST	2.43	2.28

ITEM 1040 Poles, Piling Rate

Issued: 12/15/2006

Effective: 1/1/2007

Poles, Piling, by MBM	6.42	6.42

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/15/2006

Effective: 1/1/2007

Metals - Steel, NOS, by ST	3.56	3.56
Steel Rebar, Rebar Coils VIZ, by ST	3.12	3.12

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

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Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

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Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES per Weight/Cubic Meter

\$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

Port of Longview

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Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE
Per Container \$ 195.00

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

Port of Longview

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	1/1/2007	1115	7/3/2004
105	7/3/2004	515	1/1/2007	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	7/1/2006	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	8/5/2006		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2006		
205	1/1/2007	832	1/10/2006		
300	7/3/2004	833	8/1/2005		
305	1/1/2007	835	7/3/2004		
310	7/1/2006	840	7/3/2004		
315	1/1/2007	900	1/1/2007		
320	1/1/2007	905	1/1/2007		
325	1/1/2007	910	1/1/2007		
330	1/1/2007	915	1/1/2007		
335	1/1/2007	1000	7/3/2004		
340	1/1/2007	1005	1/1/2007		
400	7/3/2004	1010	1/1/2007		
405	1/1/2007	1015	1/1/2007		
410	7/1/2006	1020	1/1/2007		
415	1/1/2007	1025	1/1/2007		
420	1/1/2007	1030	1/1/2007		
425	1/1/2007	1035	1/1/2007		
430	1/1/2007	1040	1/1/2007		
435	1/1/2007	1045	1/1/2007		
440	1/1/2007	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/3/2004	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

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Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

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Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

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ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

Section 1 - General Rules and Regulations

upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

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invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

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(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

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ITEM 125 Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

Section 1 - General Rules and Regulations

ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual structures on the vessel. Should unusual structures exist, it is the vessel's

Section 1 - General Rules and Regulations

responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, labor slowdowns or riots of

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- any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
-

ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage

ITEM 200 Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any vessel, upon notice to move, which refuses or fails to move, may be shifted by tug

Section 2 - Dockage

or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/15/2006

Effective: 1/1/2007

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$382.00
60	68	\$432.00
68	76	\$480.00
76	84	\$527.00
84	91	\$763.00
91	99	\$1043.00
99	107	\$1343.00
107	114	\$1667.00
114	122	\$1833.00
122	130	\$2029.00
130	137	\$2254.00
137	145	\$2430.00
145	152	\$2669.00
152	160	\$3029.00
160	168	\$3256.00
168	175	\$3533.00
175	183	\$3925.00
183	191	\$4475.00
191	198	\$5203.00
198	206	\$5923.00
206	213	\$6681.00
213	221	\$7741.00
221	229	\$8857.00
229	236	\$10051.00
236	244	\$11281.00
244	259	\$12957.00
259	274	\$14744.00
274	290	\$16609.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1902.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage

ITEM 300 Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$7.35

ITEM 310 Bulk Commodities Rate

Issued: 6/13/2006

Effective: 7/1/2006

Bulk Commodities NOS	\$2.01
Via Conveyor	\$2.01
Unitized in jumbo bags	\$5.85

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/15/2006

Effective: 1/1/2007

Chemicals, Fertilizers, and Starch NOS In bags or packages	\$10.32
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.32

ITEM 320 Equipment and Machinery Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment and Machinery	\$11.21

ITEM 325 Metals - Aluminum Rate

Issued: 12/15/2006

Effective: 1/1/2007

Import Aluminum	\$2.88

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles	\$4.01

ITEM 335 Paper and Paper Products Rate

Issued: 12/15/2006

Effective: 1/1/2007

Paper and Paper Products NOS	\$7.63
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.63

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/15/2006

Effective: 1/1/2007

Vegetables, Dried peas, beans, lentils NOS	\$6.20
Unitized in units of 1000 kgs or more	\$6.20

Section 4 - Service and Facilities

ITEM 400 Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES

(A) DEFINITION

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) **SERVICE AND FACILITIES MINIMUM CHARGE**

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) **SERVICE AND FACILITIES RATES**

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, All Trade Routes W/M whichever produces greater revenue Export and Import W/M	\$15.37

ITEM 410 Bulk Commodities Rate

Issued: 6/13/2006

Effective: 7/1/2006

Bulk Commodities NOS	\$3.22
Via Conveyor	\$1.68
Unitized in jumbo bags	\$6.85

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/15/2006

Effective: 1/1/2007

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.09
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.30

ITEM 420 Equipment and Machinery Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment and Machinery	\$5.75

ITEM 425 Metals - Aluminum Rate

Issued: 12/15/2006

Effective: 1/1/2007

Import Aluminum	\$3.48

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles	\$3.93

ITEM 435 Paper and Paper Products Rate

Issued: 12/15/2006

Effective: 1/1/2007

Paper and Paper Products NOS	\$6.19
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.62

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/15/2006

Effective: 1/1/2007

Vegetables, Dried peas, beans, lentils, NOS	\$15.09
Unitized in units of 1000 kgs or more	\$6.30

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per invoice.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.00

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles, Truck Loading

\$9.50

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

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Section 7 - Equipment and Labor

ITEM 705 Equipment Rental Rates

Issued: 6/13/2006

Effective: 7/1/2006

EQUIPMENT	RATE
Lift Trucks - 3 metric tons or less	\$25.00
Lift Trucks - over 3 metric tons, up to and including 7 metric tons	\$31.00
Lift Trucks - over 7 metric tons, up to and including 14 metric tons	\$50.00
Lift trucks, over 14 metric tons	\$121.00
Scoop/Payloader (under 6 cu. yds)	\$100.00
Scoop/Payloader (6 cu. yds. & more)	\$127.00
Loci/Bull (Dock) Truck Rental	\$130.00
Gantry Crane for Breakbulk Freight	\$234.00
Whirley Crane (Berth 1)	\$258.00
Container Crane (Berth 7)	\$481.00
Container Crane W/Bucket (Berth 7)	\$352.00
Bucket Elevator (8 hour minimum)	\$380.00
Hopper Rental (Old)	\$65.00
Hopper System (new)(Berth 7)	\$308.00
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Dump Truck	\$57.00
Tennant Sweeper Truck	\$56.00
Elgin Vacuum Truck	\$126.00
80' Ford Boom Truck	\$53.00
Dock Trucks (w/trailers for logs)	\$64.00

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40' - 75' Man Lift	\$40.00
80' - 125' Man Lift	\$93.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

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Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) **TARIFF RATES PREDICATED ON STRAIGHT TIME**

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) **STANDBY AND WAITING TIME**

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) **PENALTY CARGO**

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) **SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS**

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates presented in

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Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 8/5/2006

Effective: 8/5/2006

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$79.04	\$95.64	\$103.94	\$108.93	\$118.88
Longshore/Clerk Skill I	\$83.00	\$100.92	\$109.89	\$115.27	\$126.02
Longshore/Clerk Skill II	\$86.74	\$105.93	\$115.52	\$121.26	\$132.77
Longshore/Clerk Skill III	\$88.61	\$108.40	\$118.31	\$124.25	\$136.12
Foreman	\$103.28	\$126.59	\$138.24	\$145.22	\$159.21
Longview Skill I plus	\$84.65	\$103.12	\$112.36	\$117.91	\$128.99
Longview Skill III plus	\$89.43	\$109.51	\$119.54	\$125.57	\$137.60
<u>Basic Longshore/Clerk</u>			<u>Longshore/Clerk Skill II</u>		
005 Dockman			055 Lift Truck - Heavy		
101 Basic Clerk			080 Bulk Loader Operator		
213 Linesman			092 Log Loader - Snapper		
			675 Crane Maintenance		
<u>Longshore/Clerk Skill I</u>			677 Steady Warehouseman		
025 Combo Lift/Jitney			684 Steady Mechanic		
029 Lift Truck Operator			685 Steady Millwright		
103 Supervisor - Dock			688 Steady Utility Man		
686 Millwright Helper			690 Steady Bulk Facility Oper.		
689 Utility Helper			692 Switch Engine Operator		
694 Utility Bulk					
695 Temporary Mechanic Helper			<u>Longshore/Clerk Skill III</u>		
696 Temporary Bulk Helper			084 Container Crane Operator		
			095 Port Packer		
<u>Longview Skill I plus</u>			106 Chief Supervisor		
676 Temporary Warehouseman					
687 Temporary Utility Man			<u>Longview Skill III plus</u>		
691 Temporary Bulk Facility Operator			683 Lead Warehouseman		

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ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$80.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$80.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/13/2005

Effective: 1/10/2006

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$250 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER
All Freight NOS-Inbound	\$1.25	\$0.90
All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.79	5.79
by CT (cubic ton)	3.40	3.40

ITEM 1010 Automobile Rate

Issued: 12/15/2006

Effective: 1/1/2007

Automobiles, each	7.94	13.62

ITEM 1015 Boats and Trailer Rate

Issued: 12/15/2006

Effective: 1/1/2007

Boats and Trailers, by linear foot	4.53	4.53

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.06	5.21

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/15/2006

Effective: 1/1/2007

	Wharfage	S & F
Lumber NOS, by MBM	2.88	2.54
Laminated Beams VIZ, by MBM	3.85	3.40
Cross Arms, Trusses VIZ, by CT	2.49	2.49
Railroad Ties VIZ, by ST	3.56	3.56

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/15/2006

Effective: 1/1/2007

Plastic / Corrugated Pipe & Accessories, by CT	2.49	2.49

ITEM 1035 Plywood Rate

Issued: 12/15/2006

Effective: 1/1/2007

Plywood NOS, by ST	1.22	1.14
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.56	3.56
OSB VIZ, by ST	2.43	2.28

ITEM 1040 Poles, Piling Rate

Issued: 12/15/2006

Effective: 1/1/2007

Poles, Piling, by MBM	6.42	6.42

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/15/2006

Effective: 1/1/2007

Metals - Steel, NOS, by ST	3.56	3.56
Steel Rebar, Rebar Coils VIZ, by ST	3.12	3.12

Section 11 - Containerized Cargo

ITEM 1100 Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

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Section 11 - Containerized Cargo

- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. THROUGHPUT CONTAINER - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. YARD REHANDLING - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. VESSEL REHANDLING - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.

ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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Section 11 - Containerized Cargo

CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

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Section 11 - Containerized Cargo

(D) CONTAINER UNSTUFFING RATES per Weight/Cubic Meter

\$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter

\$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Section 11 - Containerized Cargo

Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE
Per Container \$ 195.00

PORT OF LONGVIEW

TERMINAL TARIFF No. 8

cancels TERMINAL TARIFF NO. 7

Naming:

RATES, CHARGES, RULES AND REGULATIONS
FOR TERMINAL SERVICES PERFORMED

At:

PORT OF LONGVIEW
LONGVIEW, WA 98632

By Authority Of:

PORT OF LONGVIEW BOARD OF COMMISSIONERS

To view our tariff by internet:

www.portoflongview.com

Port of Longview

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Correction Checking Sheet

As new effective dates are issued the dates shown in bold designate changes in this Tariff.

<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>	<u>Item No.</u>	<u>Eff. Date</u>
100	7/3/2004	510	1/1/2007	1115	7/3/2004
105	7/3/2004	515	1/1/2007	1120	1/10/2006
110	1/10/2006	600	7/3/2004	1125	7/3/2004
115	7/3/2004	700	7/3/2004	1130	7/3/2004
120	7/3/2004	705	7/1/2006	1135	7/3/2004
125	7/3/2004	710	7/3/2004	1140	7/3/2004
130	7/3/2004	715	7/1/2007		
135	7/3/2004	800	7/3/2004		
140	7/3/2004	805	7/3/2004		
145	7/3/2004	810	7/3/2004		
150	7/3/2004	815	7/3/2004		
155	7/3/2004	820	7/3/2004		
160	7/3/2004	823	3/15/2005		
165	7/3/2004	825	7/3/2004		
200	8/12/2005	830	3/1/2006		
205	1/1/2007	832	1/10/2006		
300	7/3/2004	833	8/1/2005		
305	1/1/2007	835	7/3/2004		
310	7/1/2007	840	7/3/2004		
315	1/1/2007	900	1/1/2007		
320	1/1/2007	905	1/1/2007		
325	1/1/2007	910	1/1/2007		
330	1/1/2007	915	1/1/2007		
335	1/1/2007	1000	7/3/2004		
340	1/1/2007	1005	1/1/2007		
400	7/3/2004	1010	1/1/2007		
405	1/1/2007	1015	1/1/2007		
410	7/1/2007	1020	1/1/2007		
415	1/1/2007	1025	1/1/2007		
420	1/1/2007	1030	1/1/2007		
425	1/1/2007	1035	1/1/2007		
430	1/1/2007	1040	1/1/2007		
435	1/1/2007	1045	1/1/2007		
440	1/1/2007	1100	7/3/2004		
500	7/3/2004	1105	7/3/2004		
505	7/3/2004	1110	7/3/2004		

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Abbreviations

Abbreviations

CFS - Container Freight Station
CT - Cubic Tons
CY - Container Yard
FMC - Federal Maritime Commission
FBM - Foot Board Measure
KGS - Kilograms
MBM - Thousand Board Feet
MT - Metric Ton
NOS - Not Otherwise Specified
ST - Short Tons
VIZ - Specifically or Named
W/M - Weight or Measure

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Equivalents and Conversions

1 Centimeter	= .3937 Inches
1 Meter	= 39.37 Inches
1 Foot	= .3048 Meters
1 Meter	= 3.2808 Feet
1 Yard	= .9144 Meters
1 Kilogram	= 2.2046 Pounds
1 Pound	= .4536 Kilograms
1 Metric Ton	= 2204.6 Pounds
1 Long Ton	= 2240 Pounds
1 Short Ton	= 2000 Pounds
1 U.S. CWT	= 100 Pounds or 45.3592 Kilograms
1 British CWT	= 112 Pounds or 50.8023 Kilograms
1 U.S. Bushel Grain	= 60 Pounds or 27.2155 Kilograms
1 Cubic Meter	= 35.3145 Cubic Feet
1 Cubic Foot	= .0283 Cubic Meters
1000 Foot Board Measure	= 83.3333 Cubic Feet
1 Cubic Meter	= 423.7740 Foot Board Measure
1 U.S. Barrel	= 42 Gallons or 158.9881 Liters
1 Measurement Ton	= 40 Cubic Feet
Short Tons X .9072	= Metric Tons
Short Tons X .893	= Long Tons
Long Tons X 1.016	= Metric Tons
Long Tons X 1.12	= Short Tons
Metric Tons X .9842	= Long Tons
Metric Tons X 1.1023	= Short Tons
Kilograms X 2.2046	= Pounds
Pounds X .4536	= Kilograms
Measurement Ton X 1.1327	= Cubic Meters
Cubic Meters X .8829	= Measurement Tons
Cubic Meters X .4238	= Thousand FBM (MFBM)
MFBM X 2.3597	= Cubic Meters

Section 1 - General Rules and Regulations

ITEM 100 Application of Tariff

Issued: 6/15/2004

Effective: 7/3/2004

(A) NOTICE TO PUBLIC

This Tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotation to, or arrangement with, the public, shippers, consignees, or carriers.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this Tariff, revisions and/or supplements thereto, shall apply on all freight received at the Port of Longview, on and after effective date of this Tariff or effective dates of additions, revisions and/or supplements thereto.

(C) USE OF TERMINALS DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this Tariff, revisions and/or supplements, and the terms and conditions named herein.

(D) SPECIFIC RATES PREVAIL

Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

(E) RESERVATION OF AGREEMENT RIGHTS

Port of Longview 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.

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Section 1 - General Rules and Regulations

ITEM 105 Berth Reservation, Application (see Notes and Conditions)

Issued: 6/15/2004

Effective: 7/3/2004

Reservation of a berth is requested at PORT OF LONGVIEW

By _____ Of _____ On _____
(authorized individual) (agency or firm) (date)

For _____ Owner/operator by _____
(vessel identification) (firm)

To Present On _____ As Voyage No. _____
(estimated hour/date)

For Loading Of _____ Quantity _____
(description of commodities/number of containers)

For Discharge Of _____ Quantity _____
(description of commodities/number of containers)

To Depart On _____ As Voyage No. _____
(estimated hour/date)

Vessel Length Overall _____

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulation, Rules and Terms of the Port of Longview Tariff and to the timely filing of the statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

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Section 1 - General Rules and Regulations

FOR PORT USE ONLY

Application Received: By _____ Date/Time _____

Application Approved: By _____ Date/Time _____

Berth Assigned _____ Vessel ETA Confirmed _____

Special Crane or Freight Handling Equipment Required _____

Port of Longview

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Section 1 - General Rules and Regulations

ITEM 110 Berth Reservation, Supplement to Application

Issued: 12/13/2005

Effective: 1/10/2006

Vessel: _____ LOA: _____ ETA: _____ ETD: _____

Vessel Owner/Line: _____

Vessel Charterer: _____

To Load: _____

Terms of Affreightment: _____

To Discharge: _____

Terms of Affreightment: _____

Berth Desired: _____

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.

	Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port Use Only
1.	<u>Lines/Hauling</u>	_____	_____	_____
2.	<u>Dockage</u>	_____	_____	_____
3.	<u>Wharfage</u>	_____	_____	_____
4.	<u>Service/Facilities</u>	_____	_____	_____
5.	<u>Handling</u>	_____	_____	_____
6.	<u>Standby/Dead time</u>	_____	_____	_____
7.	<u>OT Differential</u>	_____	_____	_____
8.	<u>Equip. Rental</u>	_____	_____	_____
9.	<u>Security Fee</u>	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	<u>Misc. Services</u>	_____	_____	_____
		Total of estimated charges:	_____	

Port of Longview

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Section 1 - General Rules and Regulations

Pursuant to the instructions set forth in Item 115 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 in Item 115, Paragraph C.

Date: _____
_____ (berthing agent)

By: _____
_____ (as agent only)

Port of Longview

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Section 1 - General Rules and Regulations

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the Application for Vessel Berth Reservation dated _____, the undersigned hereby accepts responsibility, in its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the Supplement to Application for Vessel Berth Reservation in a maximum amount not to exceed 125% of the aggregated estimated dollar amount shown above for the relevant line items, or 125% of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing in which latter case a copy of such writing is physically attached hereto.

For Port Use Only

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Category of Port charges line item(s) no. _____

By: _____ By: _____
(name of company) (authorized signature)

Note: Pursuant to Port of Longview Tariff Item 120, in all instances where the "party responsible for payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit-worth entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing. (See Item 115, Conditions of Berth Reservation)

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ITEM 115 Berth Reservation, Conditions

Issued: 6/15/2004

Effective: 7/3/2004

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies Inc, et al. Port of Anacortes, et al., and Tariff Item 120 in Port of Longview Tariff No. 8), all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown in the Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- (A) Except where and to the extent waived pursuant to paragraph B below, terms or payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, and excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
- (B) The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. that party responsible has established credit worthiness acceptable to the Port; or
 - 2. adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. the agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for applicable charges.
- (C) The vessel agent or other person requesting reservation of a berth (berthing agent), shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of freight to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based

Section 1 - General Rules and Regulations

upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure to so report accurately.

- (D) Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - (E) All estimates of Port charges are subject to approval and/or adjustment by the Port.
 - (F) The Port shall, promptly after receipt of this form, advise the berthing agent as to:
 - 1. its approval or adjusted estimate of port charges, and
 - 2. whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (G) In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
-

Section 1 - General Rules and Regulations

ITEM 120 Collection, Terms, and Guarantee of Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port's applicable charges being paid when due. All charges are due and payable as they accrue or on completion of service or use. Any monetary claims made against the Port of Longview for any reason may not be used in lieu of payment of such charges.

The vessel, its owners and charterer jointly and severally and the berth assignee guarantee are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability of such charges.

Any invoice returned to the Port of Longview for billing to another party will be assessed a handling charge of \$25.00 per invoice to the party making the request.

The Port may require payment of charges in advance as follows:

1. by vessel, its owners/or agents before vessel is assigned a berth and commences its loading or unloading operations,
2. by freight owner, shipper, or consignee before freight leaves the custody of the terminal for inbound shipments and before freight is delivered to the terminal for outbound shipments, and/or
3. for all charges on perishable freight, on freight of doubtful value, and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has hereby been relieved of cash payment requirements by the Port, as set forth in Supplement to Application for Vessel Berth Reservation as published by the Port, appearing as Item 110.

(B) DELINQUENT CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this Tariff, revisions and/or supplements thereto, as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this Tariff, revisions and/or supplements thereto, remaining unpaid for a period of thirty (30) calendar days after the date of

Section 1 - General Rules and Regulations

invoice, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.

(C) **COLLECTION OF DELINQUENT ACCOUNTS**

Delinquent accounts on which collection efforts require use of legal counsel and/or litigation shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All expenses incurred by the prevailing party shall be assessed to, and payable by, the non-prevailing party. Such expenses shall include, but are not limited to reasonable attorney's fees and all cost of suit.

(D) **WHARFAGE, CAR LOADING/UNLOADING, MISCELLANEOUS CHARGES**

Wharfage, car loading, and car unloading, when not absorbed by the ocean or rail carrier, is due from the owner, shipper, or consignee of the freight. On freight moving in connection with ocean carriers, these charges, unless absorbed by the rail or ocean carriers, and any wharf demurrage or miscellaneous charges accrued against said freight of which the vessel its owners or operators has been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of the terminal by a vessel, its owners, or operators, shall be deemed as acceptance and acknowledgment of this guarantee. A vessel, its owners, or operators, when permitted to perform its own receiving and delivering, will be held responsible for collection and payment of any charge involved in respect to such traffic and accruing to the terminal.

(E) **SERVICE AND FACILITIES CHARGE**

Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of service and facilities charges named in this Tariff, revisions and/or supplements thereto, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid for by the vessel, its owners, or operators, to the Port of Longview. Allocation or adjustment of these charges between vessel and freight shall be made solely by the parties to the contract of affreightment in accordance with the terms of such contract.

The term "contract of affreightment" as used herein shall mean Tariff, charter party, ocean rate, or any other arrangement under which the vessel transports freight.

Section 1 - General Rules and Regulations

(F) MINIMUM CHARGES

Any invoice issued for prepaid expenses shall bear a one time service charge of one and one half percent (1 1/2%) on the amount of the invoice, subject to a minimum charge of \$12.50.

(G) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on ad valorem basis shall be accepted by the terminals as having a mutually agreed value, subject to the following:

1. Shipper, his agent, inland or ocean carrier delivering such shipment to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the freight and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturday, Sunday, and Holidays excluded) immediately preceding the date the shipment is delivered to the terminals. (Subject to Tariff Item 140)

(H) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSES

Except as maximum liability limits may be established under provisions of Item 140, calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment. (Subject to Tariff Item 140)

(I) AD VALOREM CHARGE

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of freight, when not shipped as a piece or package), will be subject to a charge of one-fourth (1/4) of one percent (1%) of the valuation in excess of \$500.00 per piece. This charge is in addition to all other charges which may be applicable under any other provision of this Tariff, revisions and/or supplement thereto. (Subject to Item 140)

Section 1 - General Rules and Regulations**ITEM 125** Delivery, Acceptance, or Retention, of Freight Conditional

Issued: 6/15/2004

Effective: 7/3/2004

(A) RIGHT TO REFUSE FREIGHT, CONTAINERS, OR CHASSIS

Right is reserved by the Port of Longview, without responsibility for demurrage, loss, or damage attached, to refuse to accept, receive, unload, or to permit vessels to discharge:

1. freight, containers, or chassis for which previous arrangements for space receiving, unloading, or handling have not been made by shipper, consignee, or vessel;
2. freight, deemed extra offensive, perishable, or hazardous;
3. freight, the value of which may be determined as less than the probable terminal charge; or
4. freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repackaged or reconditioned at the discretion of the Port of Longview and all expense, loss, or damage incident thereto shall be for the account of shipper, consignee, owner, vessel or inland carrier.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from the premises or to other locations within said premise with all expense and risk of loss or damage is for the account of the owner, shipper, or consignee. This provision subject to Item 140.

Freight remaining on wharf or wharf premises after expiration of free time and freight shut out at clearance of vessel may be stowed or moved to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Port of Longview to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sales without advertising,

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providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS FREIGHT

At the Port of Longview's option, subject to federal, state and city regulations, special arrangements may be made to accept, handle or store explosive, nuclear, hazardous or inflammable commodities or materials at Port facilities.

(F) OWNER'S RISK

Freight which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, or decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chaffing, and similar loss or damage that may occur despite accepted practices for the care of the freight. This provision subject to Item 140.

Freight on open ground or dock is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all water craft, if and when permitted by the Port of Longview to be moored at moorage dolphins, wharves, or alongside vessels, are at owner's risk for loss or damage.

ITEM 130 Information to be Supplied to the Port

Issued: 6/15/2004

Effective: 7/3/2004

(A) MANIFESTS

Owners, agents, operators, or masters of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifest must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port with five days of vessel's departure from or arrival to the Port's marine terminal facilities.

(B) VESSEL STOWAGE PLAN must be received five days prior to arrival.

(C) DANGEROUS CARGO LIST must be received five days prior to arrival.

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ITEM 135 Insurance

Issued: 6/15/2004

Effective: 7/3/2004

INSURANCE NOT INCLUDED IN RATES

Rates named in this Tariff, revisions and/or supplements thereto, do not include insurance of any kind.

ITEM 140 Liability for Damages And/or Injury

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

If and when other than Port of Longview employees are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall be held accountable for malicious acts or thefts by themselves or persons in their employ.

(B) APPLICATIONS

The provisions of this item are applicable to all persons, corporations, associations, and the like who in any manner come upon or use the facilities, except to agents or employees of the Port. All such persons, corporations, associations, and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by the act or omission of such person(s) or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Longview for any such loss or damage to person(s) or property for which a claim is or may be made against the Port, and all such person(s) shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including but not limited to court costs, export fees, and attorney's fees.

(C) EXCEPTIONS

The indemnifications, hold-harmless, and non-liability provisions do not apply to losses or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omissions of the Port, its employees, or agents.

(D) VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to Port facilities by unusual

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structures on the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

(E) HIMALAYA CLAUSE (IN CONCORDANCE WITH CARRIAGE OF GOODS BY SEA ACT)

It is hereby expressly agreed between the Port of Longview and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Longview, as well as any or all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers 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 carrier(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 carrier(s) themselves.

ITEM 145 Liability Limited

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port of Longview will not be responsible for any loss or damage caused by fire, frost, heat, 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 fire protection systems, collapse of buildings or structures, breakdown of plant or machinery equipment, or by floats, logs, 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, strikes or labor slowdowns of any persons in its employ or in the service of others, or from any consequence arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents. This provision subject to Item 140.

(B) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port of Longview at any time other than the free time periods specified in this Tariff, revisions and/or supplements thereto, shall be that of a warehouseman only.

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ITEM 150 Performance of Services on Port Facilities

Issued: 6/15/2004

Effective: 7/3/2004

ALL RIGHTS OF OPERATION RESERVED

Right is reserved by the Port of Longview to furnish all equipment, supplies, and material, and to perform all services in connection with the operation of their terminals under rates and conditions named herein.

ITEM 155 Relations with Freight Handlers

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The term "freight handlers" as used is defined to mean any person, firm, or corporation engaged in the handling of freight on the wharves of the Port of Longview beyond end of ship's tackle, whether such person, firm, or corporation acts in the capacity of "stevedore", vessel operator, or agent.

(B) MUST ABIDE BY TERMINAL TARIFFS

Freight handlers, if and when permitted to operate on the Port of Longview premises must, in their relations with the public, charge the rates and abide by the rules and regulations prescribed in the effective Port of Longview Terminal Tariff.

ITEM 160 Responsibilities for Demurrage and Delays

Issued: 6/15/2004

Effective: 7/3/2004

(A) WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling freight arising from riots, strikes or labor slowdowns of any person in the employ of the Port of Longview or in the service of others or arising from any cause not reasonably within the control of the Port, shall not entitle the owners, shippers, consignees, carriers or other freight or vessel interests, to a waiver of any terminal charges or expenses, or recovery of any other loss incurred by reason of such delay. This provision subject to Item 140.

(B) DEMURRAGE - RAILCARS OR VESSEL

1. The Port of Longview shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control.

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- Demurrage caused by delays arising from strikes, labor slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. The Port of Longview shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.
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ITEM 165 Shipper's Requests and Complaints

Issued: 6/15/2004

Effective: 7/3/2004

REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this Tariff, revisions and/or supplements thereto, must be made to the Executive Officer, Northwest Marine Terminal Association, P.O. Box 5684, Bellevue, WA 98006.

Section 2 - Dockage**ITEM 200** Dockage Conditions and Definitions

Issued: 8/12/2005

Effective: 8/12/2005

(A) DEFINITION

The charge assessed against the ocean vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port of Longview to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

See Application for Berth Reservation, Item 105.

(C) RESERVATIONS REQUIRED FOR BERTHING VESSEL

The Port of Longview requires that a berth application be submitted prior to the vessel's arrival at the Port and subject to the following four provisions.

1. Berth application must be filed as far in advance as possible or at least seven (7) days prior to vessel arrival.
2. The Port reserves the right to request adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charge, and refuses berthing until credit worthiness has been accepted or the deposit requirement has been met to the Port's satisfaction.
3. Unless otherwise provided by a contractual agreement approved by the Port of Longview Commission, vessel berthing assignments will be at the sole discretion of the Port. The vessel berthing priority will be established by the vessel's official arrival time at the Columbia River Pilot Station (light vessel). The oldest vessel will have first right to use a specific berth, provided the freight operation can commence on arrival at the berth.
4. When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work all available overtime shifts at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work the necessary overtime shifts shall vacate the berth upon written order from the Port. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

Section 2 - Dockage

(D) OCEAN GOING BARGES

Dockage will be assessed at 75% of full Port dockage rates and will be charged on an hourly basis. To calculate this hourly rate take 75% of the full dockage tariff rate based upon the length of the barge, and divide by 24 hours. Partial hours will be rounded up to the next hour. Dockage will begin when the barge ties up to the dock and ends at let go of lines. Lay berth status is available subject to the rules in the tariff per item 200 (J), and requires prior written permission of the Port. No minimum time requirement.

(E) BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in meters from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

(F) DOCKAGE PERIOD - CALCULATED

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip, and shall continue until such vessel is completely free from and has vacated such berth or slip.

After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

(G) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one berth to another berth operated by the Port, the total time at such berths will be considered together in computing the dockage charges.

(H) VESSELS REQUIRED TO CHANGE BERTHS

Berthing of vessels not engaged in loading or unloading freight shall be at the discretion of the Port of Longview and then only with the express understanding that vessels shall move their position from place to place at wharf or leave wharf at the discretion of the Port when berth is required for vessels with or for cargo. Any

Section 2 - Dockage

vessel, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise by wharf agent and any expenses and damages to vessel or others vessels during such removal shall be charged to vessel so moved.

(I) DOCKAGE EXEMPTIONS

Dockage charges will not be assessed against the following vessels:

1. combat, combat auxiliary, or training vessels of the United States of America or any other nations,
2. domestic river barge involved in the movement of freight within the Columbia and Snake River systems, and
3. vessels owned or operated by the State of Washington.

(J) LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port of Longview prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve 12 hour period, minimum of 12 hours, rates as shown in Item 205. Lay status shall end two (2) hours prior to the first working shift.

Vessels requesting berth for long term lay status (5 or more days) only may be granted a lay berth on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for 24 hour period or fraction thereof, as shown in Item 205. Contact the Director of Operations for availability.

Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge, as shown in Item 205.

All shifting and/or line handling expenses will be for the account of the vessel. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth.

(K) DOCKAGE RATES

Rates are in U.S. dollars per 24 hour period unless otherwise provided.

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Section 2 - Dockage

ITEM 205 Dockage Rates

Issued: 12/15/2006

Effective: 1/1/2007

Vessel/Barge Length-over-all in Meters		Rates Per 24 Hours or Fraction Thereof*
Over	But Not Over	Amount
0	60	\$382.00
60	68	\$432.00
68	76	\$480.00
76	84	\$527.00
84	91	\$763.00
91	99	\$1043.00
99	107	\$1343.00
107	114	\$1667.00
114	122	\$1833.00
122	130	\$2029.00
130	137	\$2254.00
137	145	\$2430.00
145	152	\$2669.00
152	160	\$3029.00
160	168	\$3256.00
168	175	\$3533.00
175	183	\$3925.00
183	191	\$4475.00
191	198	\$5203.00
198	206	\$5923.00
206	213	\$6681.00
213	221	\$7741.00
221	229	\$8857.00
229	236	\$10051.00
236	244	\$11281.00
244	259	\$12957.00
259	274	\$14744.00
274	290	\$16609.00

*Domestic Cruise Vessels under 375 foot length-over-all will be assessed dockage at the rate of \$1.20 per foot per 24 hour or fraction thereof. For vessels in excess of 290 meters in length-over-all, add \$1902.00 per 24 hours or fraction thereof for each fifteen (15) meters or portion thereof in excess of 290 meters to the dockage rate shown for vessels over 274 meters length-over-all.

Section 3 - Wharfage**ITEM 300** Definition, Conditions, Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

(A) WHARFAGE DEFINITION

A charge assessed all freight passing or conveyed over, on to, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Issued pursuant to FMC Docket 875, General Order No.15. differs in not being assessable.

(B) FREIGHT NOT LOADED TO VESSEL

When freight in transit is received on wharf from railcar, truck or dray and is not delivered to vessel but is loaded out again to railcar, truck or dray, full wharfage charges will be assessed.

(C) WHARFAGE LIMITATIONS

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

(D) WHARFAGE ON SHIP'S STORES

Ship's stores, fuel handled overside vessels, repair materials, and supplies, all when intended for vessels own use, consumption, or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for freight, materials ostensibly not for use in stowage of freight taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

(E) WHARFAGE - DIRECT TRANSFER - OPEN CARS

All freight handled direct between open cars and vessels will be subject to the full wharfage assessment.

Section 3 - Wharfage

(F) WHARFAGE OVERSIDE

Unless otherwise specified under individual commodity items, all freight loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, or raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(G) WHARFAGE ON TRANSHIPPED Freight

Wharfage on freight which is transhipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage.

(H) WHARFAGE MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(I) WHARFAGE RATES

Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

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Section 3 - Wharfage

ITEM 305 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$7.35

ITEM 310 Bulk Commodities Rate

Issued: 6/12/2007

Effective: 7/1/2007

Bulk Commodities NOS	\$2.13
Via Conveyor	\$2.13
Unitized in jumbo bags	\$6.20

ITEM 315 Chemicals, Fertilizers, and Starch Rate

Issued: 12/15/2006

Effective: 1/1/2007

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$10.32
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$10.32

ITEM 320 Equipment and Machinery Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment and Machinery	\$11.21

ITEM 325 Metals - Aluminum Rate

Issued: 12/15/2006

Effective: 1/1/2007

Import Aluminum	\$2.88

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Section 3 - Wharfage

ITEM 330 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles	\$4.01

ITEM 335 Paper and Paper Products Rate

Issued: 12/15/2006

Effective: 1/1/2007

Paper and Paper Products NOS	\$7.63
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.63

ITEM 340 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/15/2006

Effective: 1/1/2007

Vegetables, Dried peas, beans, lentils NOS	\$6.20
Unitized in units of 1000 kgs or more	\$6.20

Section 4 - Service and Facilities**ITEM 400** Definition, Conditions, and Minimum Charge

Issued: 6/15/2004

Effective: 7/3/2004

SERVICE AND FACILITIES**(A) DEFINITION**

A charge that is assessed against ocean vessels, their owners, or operators (see Item 120) for the use of the terminal working areas in the receipt and delivery of freight to and from vessel and for service in connection with receipt, delivery, checking, custody, and control of freight required in the transfer of freight:

1. from vessels to consignee, their agents, or connecting carriers, or
2. from shippers, their agents, or connecting carriers to vessels.

The foregoing does not include any service or facilities charges which are included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.

No person other than the Port of Longview shall be permitted to perform the services covered by this definition.

(B) CONDITIONS

Service and facilities charge does not include any freight handling, loading or unloading operations, or any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors, or clerks, which by custom of the Port are normally employed by the vessel, its agents, operators, or owners.

When it becomes necessary for supercargoes, supervisors, and/or clerks to travel from another dispatch point to the Port of Longview in order to perform work defined in this item, travel time, transportation, and/or subsistence allowances paid by the Port will be charged to the vessel, its operators, or owners.

(C) FREIGHT WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on freight received at or on the terminal and later withdrawn.

(D) UNITIZED FREIGHT

Unitized freight is that which has been secured to pallets, skids, or platforms when the individual component shipping containers are banded or otherwise securely held together to form a single unit which can be handled, loaded, and/or unloaded

Section 4 - Service and Facilities

by forklift equipment as one unit.

(E) SERVICE AND FACILITIES MINIMUM CHARGE

Except as otherwise provided in individual items, the minimum charge shall be \$25.00 per ocean bill of lading.

(F) SERVICE AND FACILITIES RATES

Unless otherwise specified under individual items, rates named herein are in U.S. dollars per 1000 kgs.

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Section 4 - Service and Facilities

ITEM 405 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, All Trade Routes	
W/M whichever produces greater revenue	
Export and Import W/M	\$15.37

ITEM 410 Bulk Commodities Rate

Issued: 6/12/2007

Effective: 7/1/2007

Bulk Commodities NOS	\$3.41
Via Conveyor	\$1.78
Unitized in jumbo bags	\$7.26

ITEM 415 Chemicals, Fertilizers, and Starch Rate

Issued: 12/15/2006

Effective: 1/1/2007

Chemicals, Fertilizers, and Starch NOS	
In bags or packages	\$15.09
Unitized on shippers pallets, not requiring boarding, reboarding, or use of manual labor	\$6.30

ITEM 420 Equipment and Machinery Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment and Machinery	\$5.75

ITEM 425 Metals - Aluminum Rate

Issued: 12/15/2006

Effective: 1/1/2007

Import Aluminum	\$3.48

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Section 4 - Service and Facilities

ITEM 430 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles	\$3.93

ITEM 435 Paper and Paper Products Rate

Issued: 12/15/2006

Effective: 1/1/2007

Paper and Paper Products NOS	\$6.19
Tissue, Towels, or Toweling VIZ In cartons or bundles	\$7.62

ITEM 440 Vegetables, Dried Peas, Beans, Lentils Rate

Issued: 12/15/2006

Effective: 1/1/2007

Vegetables, Dried peas, beans, lentils, NOS	\$15.09
Unitized in units of 1000 kgs or more	\$6.30

Section 5 - Loading and Unloading

ITEM 500 Rail Car Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The services performed in loading cargo from wharf premises on, or into, railcars, and unloading cargo from railroad cars onto wharfs premises. The service includes ordinary breaking down, sorting and stacking. Car loading and car unloading charges are assessed against the cargo or person requesting the service, when not absorbed by carriers.

(B) RAILCAR LOADING AND UNLOADING CHARGES

Railcar loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(C) RAILCAR BLOCKING

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates (see Section 7). Materials used will be billed at cost plus 15 percent (15%). These charges are in addition to the regular loading charge.

(D) RAILCAR DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading railcars and of handling to and from vessels, no responsibility for any demurrage whatsoever on either railcars or vessels will be assumed by the Port of Longview.

(E) RIGHT TO LOAD/UNLOAD CARGO RESERVED

The Port of Longview, when equipped to perform the services of loading and/or unloading cargo, reserves the right in all instances to perform such services.

(F) SPECIAL UNLOADING

Upon request, the Port of Longview will unload vehicles or machinery from line haul flatcars and transfer to first place of rest. Rates will be available upon individual quotation.

(G) MINIMUM CHARGES CAR LOADING/UNLOADING

Unless otherwise specified under individual items, the minimum charge for any single shipment will be \$25.00 per invoice.

Section 5 - Loading and Unloading

ITEM 505 Truck Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION AND CONDITIONS

Truck loading and unloading is the service of loading or unloading unitized freight from or into highway trucks and/or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Longview accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

(B) APPLICATION OF CHARGES

Truck loading and unloading charges apply when the Port of Longview personnel perform the loading or unloading and when freight is tendered in loads that can be handled by lift equipment.

(C) TRUCK LOADING AND UNLOADING CHARGES

Truck loading/unloading will be performed on a man-hour and equipment rental basis per Section 7.

(D) TRUCK LOADING AND UNLOADING MINIMUM CHARGE

Unless otherwise specified under individual items, the minimum charge shall be \$75.00 per invoice.

(E) DEMURRAGE

In furnishing the service of ordering, billing out, loading, or unloading highway trucks and/or trailers, no responsibility for any demurrage will be assumed by the Port of Longview. This provision subject to Item 140.

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Section 5 - Loading and Unloading

ITEM 510 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

Freight NOS, Truck Loading

\$15.00

ITEM 515 Metals - Iron, Steel Articles Rate

Issued: 12/15/2006

Effective: 1/1/2007

Iron or Steel Articles, Truck Loading

\$9.50

Section 6 - Handling**ITEM 600** Definition, Conditions, Minimum Charge, and Charges

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

The charge made against the vessels, their owners, or operators for physically moving freight from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle. Handling includes ordinary sorting, breaking down, and stacking.

EXCEPTION: When freight is discharged not sorted to ocean bill of lading or requires sorting within a bill of lading in excess of four submarks, charges for sorting will be made at man hour and equipment rates per Section 7.

(B) DIRECT TRANSFER

The handling of freight direct between open cars and vessel by ships gear or by mechanical equipment under rental from the Port of Longview. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, but shall be subject to assessment of wharfage. The Port of Longview will not be responsible for overloading or improper loading of cars nor for the condition of outturn of freight when handled by direct transfers.

(C) RIGHT TO HANDLE CARGO RESERVED

The Port of Longview, when equipped to perform the service of handling, reserves the right in all instances to perform such services.

(D) HANDLING CONDITIONS APPLICABLE TO CARGO HANDLERS

Where a freight handler is permitted to perform the services of handling, such permission is granted specifically upon condition of:

1. freight being stowed in a manner and at place of rest designated by the Port of Longview, and
2. that granting of such permission does not in any manner impair the right of the Port to perform the services of handling at its option.

(E) BULK COMMODITIES

Rates for handling bulk commodities will be quoted by the Port of Longview upon application and shall be based upon the type of commodity, quantity involved, service required, and level of wages prevailing at time of quotation. Rates so quoted will be based on eight (8) hours straight time, Monday through Friday and will include wharfage, handling, service and facilities charge, and overtime cost. Overtime differential will be charged to party ordering same.

Section 6 - Handling

(F) POINT OR PLACE OF REST

That area on the Port of Longview facility which is assigned for the receipt of inbound freight from the ship and from which inbound freight may be delivered to the consignee, and that area which is assigned for the receipt of outbound freight from the shipper for vessel loading.

(G) HANDLING MINIMUM CHARGE

Except as may be provided in individual items, the minimum charge for any single shipment shall be \$25.00 per invoice.

(H) HANDLING RATES

Handling will be performed on a man-hour and equipment rental basis per Section 7.

Section 7 - Equipment and Labor**ITEM 700** Equipment Rental Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) CONDITIONS

Equipment specifically listed, when available, will be rented at the convenience of the Port. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter. Equipment is for use on Port facilities.

Rates named do not include operator or operational labor of any kind. When operator or other labor is furnished by the Port, labor charges will be as provided in Item 715.

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and such customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment and shall indemnify and hold harmless the Port of Longview against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Longview's customer and not subjected to abuse of more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port's customer shall pay for damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Longview in the same condition as when received, normal wear and tear excepted.

(B) SALES/USE TAX

Equipment rental rates are subject to applicable sales/use tax.

(C) APPLICATION OF RATES

Unless otherwise specified rates stated are per hour, in U.S. Dollars

Section 7 - Equipment and Labor**ITEM 705** Equipment Rental Rates

Issued: 6/13/2006

Effective: 7/1/2006

EQUIPMENT	RATE
Lift Trucks - 3 metric tons or less	\$25.00
Lift Trucks - over 3 metric tons, up to and including 7 metric tons	\$31.00
Lift Trucks - over 7 metric tons, up to and including 14 metric tons	\$50.00
Lift trucks, over 14 metric tons	\$121.00
Scoop/Payloader (under 6 cu. yds)	\$100.00
Scoop/Payloader (6 cu. yds. & more)	\$127.00
Loci/Bull (Dock) Truck Rental	\$130.00
Gantry Crane for Breakbulk Freight	\$234.00
Whirley Crane (Berth 1)	\$258.00
Container Crane (Berth 7)	\$481.00
Container Crane W/Bucket (Berth 7)	\$352.00
Bucket Elevator (8 hour minimum)	\$380.00
Hopper Rental (Old)	\$65.00
Hopper System (new)(Berth 7)	\$308.00
High Piling (Stacking) Conveyor	\$39.00
Conveyor	\$15.00
Air Compressor (up to 375 cu. ft/min)	\$31.00
100KW Generator (rented)	\$44.00
Dump Truck	\$57.00
Tennant Sweeper Truck	\$56.00
Elgin Vacuum Truck	\$126.00
80' Ford Boom Truck	\$53.00
Dock Trucks (w/trailers for logs)	\$64.00

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Section 7 - Equipment and Labor

40' - 75' Man Lift	\$40.00
80' - 125' Man Lift	\$93.00
Sling Bags	\$25.00
Light Towers (rented)	\$25.00
Gangway (Berth 5) (Rate per day)	\$263.00
5 th Wheel Transporter (Rate each per shift)	\$325.00

Section 7 - Equipment and Labor

ITEM 710 Labor Services Conditions

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR RATES SUBJECT TO CHANGE

The rates named in this Tariff, revisions and/or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, labor slowdowns, congestion, or other causes not reasonably within the control of the Port of Longview which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis.

(B) PAYMENT OF LABOR

Where checkers, wharf gangs, lift drivers, linemen, watchmen, or other wharf labor is employed by or through the Port of Longview at the request of the carrier, shipper, consignee, or other party, the time of such labor involved will be carried on the payroll of the Port, and the Port of Longview will bill the party responsible (as outlined in Section 1) at the rates as provided therein.

(C) STRAIGHT TIME AND OVERTIME (Subject to Notes 1, 2, 3 and 4)

Rates named in this Tariff, revisions and/or supplements thereto, for services involving cost plus labor, are predicated upon three shifts (first, second and third shift), there are only two possible conditions per shift (straight time or overtime).

First Shift Straight Time - covers work performed during an eight (8) hour shift between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

Second Shift Straight Time - covers work performed during an eight (8) hour shift between 5:00 p.m. and 4:00 a.m., Monday through Friday, excluding holidays.

First and Second Shift Overtime - covers work performed on shifts between 7:00 a.m. and 4:00 a.m. on Saturday, Sunday or holidays. Also covers work performed beyond the eight (8) hours of first or second shifts, Monday through Friday.

Third Shift Straight Time - covers work performed during a five (5) hour shift between 3:00 a.m. and 8:00 a.m., Monday through Friday, excluding holidays.

Third Shift Overtime - covers work performed on the shift between 3:00 a.m. and 8:00 a.m. on Saturday, Sunday and holidays. Also covers work performed beyond the five (5) hours of third shift, Monday through Friday.

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Note 1: Holidays are any legal holiday proclaimed by State or national authority or as designated by applicable Collective Bargaining Agreement. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Note2: First and second shifts are guaranteed an eight (8) hour minimum work day, and third shift is guaranteed five (5) hours.

Note 3: If a worker is called in an hour before the shift starts, that hour is at the overtime rate. This overtime hour is in addition to the individuals shift guarantee.

Note 4: Applies to ILWU Locals 21, 40 and 92.

(D) TARIFF RATES PREDICATED ON STRAIGHT TIME

Rates named in this Tariff, revisions and/or supplements thereto, under a specific commodity or NOS item are predicated on the work being performed during straight time hours, between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays. If services are performed outside of the time described, the difference between straight time and overtime wages and benefits paid, plus twenty percent (20%), will be assessed against the party or parties requesting the service.

(E) STANDBY AND WAITING TIME

When labor is ordered for a specified time and is on the job ready for work, or having started work and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of the Port of Longview, standby or waiting time for the men will be assessed at rates presented in Item 715 against the party causing such delays.

(F) PENALTY CARGO

When the Port of Longview handles cargo deemed penalty cargo by ILWU Coastwide Contract, the Port will collect charges for the labor handling the cargo at the amount specified in the ILWU Contract.

(G) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When the Port of Longview is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labors working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at rates

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presented in Item 715.

(H) STATE INDUSTRIAL INSURANCE

Rates are predicated on Washington State Industrial Insurance. If labor is found to be or becomes subject to the U.S. Longshoremen's and Harbor Workers Compensation Act, an additional assessment will be made to cover such cost.

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ITEM 715 Schedule of Man Hour Rates

Issued: 6/12/2007

Effective: 7/1/2007

DESCRIPTION	1 st Shift	2 nd Shift	1 st 2 nd Overtime	3 rd Shift	3 rd Shift Overtime
Basic Longshore/Clerk	\$82.04	\$98.92	\$107.36	\$112.43	\$122.55
Longshore/Clerk Skill I	\$86.00	\$104.21	\$113.30	\$118.76	\$129.68
Longshore/Clerk Skill II	\$89.75	\$109.19	\$118.93	\$124.76	\$136.43
Longshore/Clerk Skill III	\$91.61	\$111.68	\$121.72	\$127.75	\$139.78
Foreman	\$105.61	\$129.27	\$141.10	\$148.20	\$162.40
Longview Skill I plus	\$87.65	\$106.40	\$115.78	\$121.41	\$132.65
Longview Skill III plus	\$92.43	\$112.79	\$122.96	\$129.07	\$141.26

Basic Longshore/Clerk

005 Dockman
101 Basic Clerk
213 Linesman

Longshore/Clerk Skill I

025 Combo Lift/Jitney
029 Lift Truck Operator
103 Supervisor - Dock
686 Millwright Helper
689 Utility Helper
694 Utility Bulk
695 Temporary Mechanic Helper
696 Temporary Bulk Helper

Longview Skill I plus

676 Temporary Warehouseman
687 Temporary Utility Man
691 Temporary Bulk Facility Operator

Longshore/Clerk Skill II

055 Lift Truck - Heavy
080 Bulk Loader Operator
092 Log Loader - Snapper
675 Crane Maintenance
677 Steady Warehouseman
684 Steady Mechanic
697 Millwright
688 Steady Utility Man
690 Steady Bulk Facility Oper.
692 Switch Engine Operator

Longshore/Clerk Skill III

084 Container Crane Operator
095 Port Packer
106 Chief Supervisor
685 Steady Millwright

Longview Skill III plus

683 Lead Warehouseman

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ITEM 800 Checking Services

Issued: 6/15/2004

Effective: 7/3/2004

(A) CHECKING

The service of counting, tallying, and checking freight against appropriate documents for the account of the vessel, or other person requesting same. Checking will not include grading, sealing, surveying, weighing, measuring, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

Issued pursuant to FMC Docket 875, General Order No. 15, and differs as underlined.

Checking during overtime hours will be assessed at man hour rates set forth in Item 715.

(B) RESPONSIBILITY

In performing the service of checking, the Port of Longview will accept no responsibility for concealed damage nor for conditions of packages, cases, or other containers whether or not receipts issued so state.

Except when expressly accepted for storage, freight will only be accepted for delivery. Receipts for such freight will only be issued subject to outturn at delivery.

ITEM 805 Cost plus Application

Issued: 6/15/2004

Effective: 7/3/2004

(A) LABOR AND EQUIPMENT

Unless otherwise provided, man hour rates plus charges for equipment rental per Section 7 will be assessed:

1. for all miscellaneous services for which no specific rates are named in this Tariff, revisions, and/or supplements thereto,
2. for services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items,
3. for freight in packages or units of such unusual bulk, size, shape, or weight as to preclude handling, loading, unloading, or transferring at the specific rates named in this Tariff, revisions, and/or supplements thereto,
4. for any service delayed on account of extra sorting, special checking,

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- inspection, or from other causes not ordinarily incidental to such service,
5. for labor cleaning, covering cars, and/or preparing them for receiving freight,
 6. for installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others, and
 7. for recooling or reconditioning freight.

(B) MATERIALS

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed actual cost plus 15 percent (15%).

ITEM 810 Electricity

Issued: 6/15/2004

Effective: 7/3/2004

(A) LIABILITY

The Port of Longview will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

(B) HOOK-UP CHARGES

Labor service performed will be billed at actual labor and benefit cost plus 50%.
The minimum charge shall be \$91.52 per hook-up.

ITEM 815 Emergency Fire Suppression Berths

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPROVAL REQUIRED

Subject to the approval of the City of Longview Fire Chief, the Port of Longview, and the United States Coast Guard Captain, vessels with shipboard fires may be authorized to move to the Port of Longview's designated fire suppression site at Berths 6, 7 and 8. Only ships which pose an acceptable risk to facilities, personnel, and nearby ship traffic would be authorized to use the fire suppression site.

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(B) RATES CHARGED

All actual and indirect cost incurred by a vessel utilizing the Port's fire suppression berth shall be paid by the vessel utilizing the site.

(C) VESSEL REMAINS RESPONSIBLE

The vessel acknowledges responsibility for liability arising out of its shipboard fires and shall hold the Port of Longview harmless from and indemnify the Port for any and all liability, settlements, loss, cost, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities.

ITEM 820 Fresh Water

Issued: 6/15/2004

Effective: 7/3/2004

RATES CHARGED

Fresh water will be furnished vessels per the following table (subject to Note 1).

First Three (3) Metered Tons or Fraction Thereof:

Monday Through Friday (holidays excluded)	\$117.00
Monday Through Friday After 4:30 P.M.	\$140.00
Saturday	\$289.00
Sunday and Holidays	\$349.00

Each Additional Ton	\$1.20

Note 1: A metered ton equals 2000 pounds. Service charge for manpower and equipment is included in the charge for the first three metered tons. One gallon equals 8.35 pounds; one cubic foot equals 62.62 pounds; one cubic foot equals 7.5 gallons.

ITEM 823 Fueling Tugs and Barges

Issued: 3/1/2005

Effective: 3/15/2005

RATES CHARGED

Tugs and barges receiving or discharging fuel or provisions will be charged \$300.00 per occurrence. Fueling activity must comply with all fire and safety laws, and customer must prove permits and insurance are secured.

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ITEM 825 Garbage and Oily Waste Disposal

Issued: 6/15/2004

Effective: 7/3/2004

(A) PERMITTED WASTE HAULERS

Vessels requiring discharge of waste shall inquire of the Port of Longview's Operations Director for the name of the waste hauler permitted by the State of Washington to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such service and equipment. Payment of charges for the service and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agents, owner, charterer, or any other party responsible for such payment of charges by the vessel.

(B) WASTE HAULER LIABILITY

The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such waste hauler.

(C) TARIFF RATES LIMITED

Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port.

(D) SERVICE LIMITED

The discharge by a vessel of oily waste at the Port of Longview shall be allowed only in accordance with the terms of this item and applicable federal, state, and local regulations.

ITEM 830 Marine Fire and Safety Association

Issued: 2/13/2007

Effective: 3/1/2007

DEFINITION AND CHARGES

The Maritime Fire and Safety Association has been formed by agencies and firms located on the Columbia and Willamette River systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems and to reimburse them for training and supplies to combat marine fires. The Association is also conducting research for development of oil spill contingency planning services to help vessels comply with applicable state law requiring oil spill plans for ocean-going vessels calling in these river systems after July 1, 1992. To fund this Association, a charge of \$80.00 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within

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the Columbia River at a participating Association members location.

All references to the levy of said \$80.00 charge by the Association is for informational purposes only. This charge is not imposed for the furnishing of any facility and is not related to the receiving, handling, storing, or delivering of property.

ITEM 832 Security Fee

Issued: 12/13/2005

Effective: 1/10/2006

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33CFR105, the Port of Longview will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$250 per vessel per day, excluding cruise vessels and domestic barges.

ITEM 833 Small Lot Fee

Issued: 7/14/2005

Effective: 8/1/2005

A small lot fee of \$100.00 per ocean bill of lading will be assessed against Inbound Wood Products, Metals - Aluminum, and Metals - Iron, Steel for ocean bills of lading below 20 metric tons.

ITEM 835 Stenciling and Marking

Issued: 6/15/2004

Effective: 7/3/2004

Minimum Charge	\$75.00
Blocking out old marks/per mark	\$2.10

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Marking, Stenciling/per mark	\$2.10
Furnishing and cutting Stencil (see Note 1)	\$46.00

Note 1: This charge not applicable if stencil provided by customer.

ITEM 840 Weighing

Issued: 6/15/2004

Effective: 7/3/2004

Certified public truck scales are provided and the charge per vehicle, unloaded and/or loaded is \$15.00 per scale ticket.

Section 9 - Storage and Demurrage**ITEM 900 Free Time**

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The specified period during which freight 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 freight on or off the vessel.

(B) COMPUTING FREE TIME

Except where limited under individual items to not exceed a specified number of days or hours, free time is inclusive of Saturdays, Sundays, and legal holidays.

Free time starts at the first 7:00 a.m. occurring after freight is received or unloaded on to wharf from car or truck; or in the case of freight received from vessel the first 7:00 a.m. occurring after vessel completes discharge.

Freight transshipped between deep sea vessels and involving two different free time periods, shall be allowed the longer free time period but not the aggregate of the two.

(C) FREE TIME PERIODS

Unless otherwise specified, free time will be allowed as follows:

Open wharf or yard	20 days
Covered areas/Warehouses	10 days

(D) ASSEMBLY TIME

Assembly time up to 20 days, inclusive of Saturday, Sunday and Holidays beyond the regular free time allowance will be granted shippers for assembling lots of 181 metric tons or more of freight for a particular vessel or shipment.

(E) EXCEPTIONS

When the sailing date of a vessel has been announced by the Port of Longview and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of free time will be granted equivalent to the delay of the vessel, but not to exceed 10 days. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

Section 9 - Storage and Demurrage

Bulk freight stored in tanks or warehouse will be allowed 30 days free time, Saturday, Sunday, and legal holidays included.

ITEM 905 Space Rental

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

When in the opinion of the Port of Longview space for warehouse storage is available and such use thereof will not interfere with the storage of freight under the provisions of Storage Free Time (see Item 900), covered warehouse space (other than transit shed space) may be allocated for the storage of freight for periods of not less than 30 days.

A transit shed is a building located on the Port of Longview premises utilized for the receipt and delivery of freight between a vessel and the first point of rest on outbound freight.

(B) RATES & MINIMUM

The charge for such storage space shall be thirty-nine cents (\$.39) per square foot, minimum \$390.00 per month, payable monthly in advance.

(C) CONDITIONS

No space will be allocated the gross area of which is less than 1000 square feet.

All necessary service required or requested in connection with freight stored under this item will be performed by the Port of Longview under rates, rules, and regulations in this Tariff, revisions and/or supplements thereto.

No cancellation of rental agreements entered into under this item will be permitted on less than fifteen (15) days notice. A full month's charge will be made for the month in which the agreement is canceled or the area vacated.

Section 9 - Storage and Demurrage

ITEM 910 Terminal and Warehouse Storage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

The service of providing warehouse or other Port of Longview facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after arrangements have been made.

(B) STORAGE CHARGES

At the option of the Port of Longview and when arrangements are entered into prior to the expiration of free time (see Item 900), time storage will be permitted on in-transit freight interchanged with or between water carriers at the rate named below (see exceptions in Item 900). Storage charges will be assessed per month. Rates are in U.S. dollars per 1000 kilograms unless otherwise provided in individual items.

(C) BONDED STORAGE

When freight in bond is accepted for storage, rates are fifty percent (50%) additional to rates named in this item. Customs services for entry and withdrawal of shipments or for inspection of goods will be billed to the owners or agents of the goods per items 710 and 715.

(D) MINIMUM MONTHLY CHARGE

Minimum Storage charge per month, per customer account \$75.00

(E) OPEN WHARF OR YARD

Freight, NOS	\$3.75
Iron or Steel Articles	\$3.00
Lumber Products, per 1,000 FBM Scribner	\$2.10
Dry Bulk Cargo, NOS	negotiable

(F) COVERED AREAS/WAREHOUSES

Freight, NOS	\$4.95
Iron or Steel Articles	\$4.20
Lumber Products, per 1,000 FBM Scribner	\$3.30
Dry Bulk Cargo, NOS	negotiable

Section 9 - Storage and Demurrage

ITEM 915 Wharf Demurrage

Issued: 12/15/2006

Effective: 1/1/2007

(A) DEFINITION

A charge assessed against freight remaining in or on Port of Longview facilities after the expiration of free time (see Item 900), unless arrangements have been made for storage.

(B) WHARF DEMURRAGE MINIMUM CHARGE

Minimum wharf demurrage charge shall be \$25.00 per month, per ocean bill of lading.

(C) WHARF DEMURRAGE RATES

Except as otherwise provided (see Note 1) and unless accepted for storage after expiration of free time as defined in Item 900, wharf demurrage will be assessed at the following rates:

Per day, W/M whichever produces greater revenue.

COMMODITY	PER 1000 KGS.	PER CUBIC METER

All Freight NOS-Inbound	\$1.25	\$0.90

All Freight NOS-Outbound	\$1.25	\$0.90

Note 1: Wharf demurrage on vehicles, after expiration of free time, will be assessed at \$4.63 per day.

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1000 Application and Definition

Issued: 6/15/2004

Effective: 7/3/2004

Terminal charges for domestic cargo to and from the Hawaiian and Pacific Islands apply where handling is performed by vessel's or barge's stevedore company.

Domestic cargo rates are by short ton (ST), cubic ton (CT), thousand board feet (MBM), or over-all length in feet.

ITEM 1005 Freight NOS Rate

Issued: 12/15/2006

Effective: 1/1/2007

	Wharfage	S & F
Freight NOS		
by ST (short ton)	5.79	5.79
by CT (cubic ton)	3.40	3.40

ITEM 1010 Automobile Rate

Issued: 12/15/2006

Effective: 1/1/2007

Automobiles, each	7.94	13.62

ITEM 1015 Boats and Trailer Rate

Issued: 12/15/2006

Effective: 1/1/2007

Boats and Trailers, by linear foot	4.53	4.53

ITEM 1020 Equipment, Machinery, Trucks & Concrete Buildings Rate

Issued: 12/15/2006

Effective: 1/1/2007

Equipment, Machinery, Trucks		
Concrete Buildings, by ST	9.06	5.21

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Section 10 - Domestic Cargo for Hawaiian and Pacific Islands

ITEM 1025 Lumber Rate

Issued: 12/15/2006

Effective: 1/1/2007

	Wharfage	S & F
Lumber NOS, by MBM	2.88	2.54
Laminated Beams VIZ, by MBM	3.85	3.40
Cross Arms, Trusses VIZ, by CT	2.49	2.49
Railroad Ties VIZ, by ST	3.56	3.56

ITEM 1030 Plastics - Pipe and Accessories Rate

Issued: 12/15/2006

Effective: 1/1/2007

Plastic / Corrugated Pipe & Accessories, by CT	2.49	2.49

ITEM 1035 Plywood Rate

Issued: 12/15/2006

Effective: 1/1/2007

Plywood NOS, by ST	1.22	1.14
Hardiboard, Hardipanel, Particle Board VIZ, by ST	3.56	3.56
OSB VIZ, by ST	2.43	2.28

ITEM 1040 Poles, Piling Rate

Issued: 12/15/2006

Effective: 1/1/2007

Poles, Piling, by MBM	6.42	6.42

ITEM 1045 Metals - Steel, Cast Iron Rate

Issued: 12/15/2006

Effective: 1/1/2007

Metals - Steel, NOS, by ST	3.56	3.56
Steel Rebar, Rebar Coils VIZ, by ST	3.12	3.12

Section 11 - Containerized Cargo**ITEM 1100** Application and Definitions

Issued: 6/15/2004

Effective: 7/3/2004

(A) APPLICATION

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services.

(B) DEFINITIONS

1. **CHASSIS** - The skeletal equipment, flatbed, or other vehicle furnished by the ocean carrier for the transport of containers.
2. **CONTAINER** - A single, rigid, intermodal, non-disposable dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.
3. **CONTAINERIZED CARGO** - Any freight which is or will be loading into carrier's marine container.
4. **CONTAINER DISPOSITION LIST** - The container disposition list denotes instructions to the Port of Longview by the vessel five (5) days in advance of arrival to permit the Port to reserve space to receive inbound (import) containers segregated for CFS truck and rail carriers without involving port rehandling in yarding and delivery operations.
5. **CONTAINER FREIGHT STATION (CFS)** - The location or locations designated by the Port of Longview for the receipt and delivery of shipments, assembling, and vanning or devanning of containers.
6. **CONTAINER REHANDLING** - Any handling or positioning of a container or chassis not provided for elsewhere in this section. The charge for rehandling applies each time a container is subject to additional movements.
7. **CONTAINER YARD (CY)** - The location designated within the terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
8. **GATE CHARGE** - Movement of a container to or from terminal facilities via inland carrier not provided for elsewhere in this section.
9. **EQUIPMENT INTERCHANGE** - An equipment interchange will be provided upon receipt and departure of container and/or chassis. The interchange will provide an inspection for visible exterior damage to the equipment only. Paper inventory records of container activity will be supplied as requested. Physical inventories of chassis and containers will be taken at carriers request, and man hour rates will be assessed (see Section 7) for such

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- request. Repairs, if requested, will be assessed at the cost of labor and equipment (see Section 7) and materials at cost plus fifteen percent (15%) if not supplied by the vessel.
10. **THROUGHPUT CONTAINER** - The single movement of a container between vessel stowage and inland carrier or CFS.
 11. **YARD REHANDLING** - Yard rehandling is the extra sorting of a container, extra stacking or unstacking, or extra working of container to or from chassis or extra movements into or out of holding locations. The charge for rehandling applies each time a container is subject to additional movements requested by the vessel.
 12. **VESSEL REHANDLING** - The single movement or single crane lift of a container from a vessel slot or cell to another position in stowage or from vessel stowage to deck or dock, or from deck or dock to vessel stowage. Vessel rehandling is separate and additional to vessel throughput as defined herein and applies to containers that do not transit the CY and are not subject to throughput rates.
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ITEM 1105 Chassis Handling

Issued: 6/15/2004

Effective: 7/3/2004

In or Out, all sizes, per chassis	\$28.00

ITEM 1110 Chassis Storage

Issued: 6/15/2004

Effective: 7/3/2004

AFTER 72 HOUR FREE TIME

20 foot Chassis, per day	\$2.50
40 foot Chassis, per day	\$3.50

ITEM 1115 Container Inspection

Issued: 6/15/2004

Effective: 7/3/2004

Opening and inspecting container, per container	\$28.00

ITEM 1120 Container Moving Via Barge

Issued: 12/13/2005

Effective: 1/10/2006

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CONTAINERS MOVING VIA BARGE FOR HAWAIIAN AND PACIFIC ISLANDS

Receiving and loading containers to barge. Includes weighing, wharfage and empty container return.

Per Container	\$164.00

ITEM 1125 Container Rehandling, Positioning, and Gate Charges

Issued: 6/15/2004

Effective: 7/3/2004

Yard rehandling, container rehandling, and positioning, per move	\$ 52.85

Gate Charge, per move	\$ 52.85

ITEM 1130 Container Stuffing and Unstuffing

Issued: 6/15/2004

Effective: 7/3/2004

CONTAINER UNSTUFFING

(A) APPLICATION

Rates apply to unstuffing performed on containers moving under CFS ocean bills of lading when such charges are for the account of the carrier. (subject to Notes 1 and 3)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on shipping documents by the carrier.

In the event the carrier fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 34 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

When the carrier delivers containerized freight "loose" (i.e., not in the container in which it was originally loaded), charges will be based on the cubic meter of the freight as shown on the ocean bill of lading.

(C) MINIMUM CHARGE

The minimum charge shall be \$25.00 per invoice.

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- (D) CONTAINER UNSTUFFING RATES
per Weight/Cubic Meter \$15.00

CONTAINER STUFFING

When performed for carriers account, applicable handling rates will be assessed as outlined in Section 6. (see Notes 1, 2, and 3)

Note 1: Rates do not include any additional cost paid labor for handling of penalty freight which may be billed in addition to named rates.

Note 2: Materials for blocking, bracing, or shoring will be billed at cost plus fifteen percent (15%) and are in addition to rates named.

Note 3: Project rates are available upon request.

ITEM 1135 Direct Transloading

Issued: 6/15/2004

Effective: 7/3/2004

(A) DEFINITION

Direct transloading is defined as the transfer of freight between inland carriers equipment and ocean carriers equipment in a single continuous movement without coming to a place of rest on any dock or platform. No sorting, checking, segregating, or breakdown of freight will be performed under this operation. (subject to Notes 1 thru 6)

(B) BASIS OF CHARGES

Charges will be based on the cubic contents as shown on the shipping documents supplied by the carrier/shipper.

In the event the carrier/shipper fails to supply such documentation, charges will be based on cubic capacity of the container as follows:

Containers up to 24 feet:	25 Cubic Meters
Containers up to 40 feet:	55 Cubic Meters
Containers over 40 feet:	60 Cubic Meters

(C) DIRECT TRANSLOADING RATE

Transloading freight to or from containers
Per Weight/Cubic Meter \$21.50

Note 1: Rates include drayage of loaded and empty containers to and from CY.

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Note 2: Charges will be billed to party requesting the service.

Note 3: Rates and services in this item will not apply on bulk commodities.

Note 4: When checking is requested, man hour rates as provided in Section 7 will apply.

Note 5: Rates do not include blocking and bracing material. Materials will be billed at cost plus fifteen percent (15%), and labor for installation will be billed at man hour rates as provided in Section 7.

Note 6: When freight comes to a place of rest on a dock or platform, rates in this item will not apply. Loading or unloading rates and container stuffing rates, as published herein, will apply.

ITEM 1140 Terminal Stevedoring

Issued: 6/15/2004

Effective: 7/3/2004

HANDLING FROM INLAND CONVEYANCE TO OR FROM SHIPS TACKLE
Per Container \$ 195.00
