

**REVISED AND RESTATED  
BERTH SERVICES TARIFF AGREEMENT**

**(this “Tariff”)**

**FOR**

**WWL VEHICLE SERVICES CANADA, LTD.  
ANNACIS ISLAND FRASER RIVER BERTH  
& RICHMOND FRASER RIVER**

**EFFECTIVE January 1, 2023**

**“ NOTICE ”**

**Take notice that the terms and conditions of this Tariff contain provisions limiting and/or excluding liability on the part of the Operator and the Authority, identified herein.**

## TABLE OF CONTENTS

INDEX – OPERATOR INFORMATION .....	3
1. PREFACE, BASIC TERMS AND DEFINITIONS.....	4
2. PERMITS AND RULES.....	11
3. BERTHAGE AND WHARFAGE FEES.....	16
4. HANDLING AND OTHER CHARGES.....	17
5. SECURITY .....	21
6. INDEMNITY AND INSURANCE.....	22
7. LIMITATION AND EXCLUSION OF LIABILITY.....	23
8. GENERAL TERMS AS TO FEES AND CHARGES.....	27
9. HAZARDOUS SUBSTANCES.....	30
10. VESSEL and VESSEL OPERATOR RESPONSIBILITIES.....	31
11. CARGO .....	33
12. RESOLUTION AND GENERAL TIME LIMIT .....	35

### ATTACHMENTS

- A. Berth Description
- B. SOA Operator Insurance Requirements
- C. Vessel Agent Agreement
- D. Berth Permit Application Form
- E. Fee Schedule for Operator Charges

### SCHEDULE OF REVISIONS:

January 1, 2023: Berth Services Tariff Agreement, effective as of January 1, 2023, completely revised and restated.

**INDEX**

**OPERATOR INFORMATION**

**Name: WWL Vehicle Services Canada, Ltd.**

**Hours of Operation: 8:00 AM – 4:30 PM**

**Telephone Numbers: 604-528-6681**

**Address: #100, 820 Dock Rd., Annacis Island, Delta, BC V3M6A3**

**Website:**

[http://www.2wglobal.com/shipping-tools/research/WWL\\_berth\\_and\\_terminal\\_tariffs/](http://www.2wglobal.com/shipping-tools/research/WWL_berth_and_terminal_tariffs/)

**CONTACT FOR CREDIT APPLICATION: Karen Langton 604-528-8229**

**CONTACT FOR SOA Operators and Vessel Agents: Dan Emerson 604-528-8239**

**CONTACTS FOR BERTH PERMIT:**

[Dan.Emerson@walwil.com](mailto:Dan.Emerson@walwil.com)

[Kevin.Segal@walwil.com](mailto:Kevin.Segal@walwil.com)

[Bill.Maloney@walwil.com](mailto:Bill.Maloney@walwil.com)

**Dan Emerson 604-528-8239 or Kevin Segal 604-528-8213**

**CONTACT FOR ARRANGING DELIVERY OR PICKUP OF CARGO:**

**Customer Service 604-528-6681**

## 1. PREFACE, BASIC TERMS AND DEFINITIONS

### 1.1. Short Title

This document may be cited as the “**Berth Services Tariff**” (herein referred to as this “**Tariff**”).

### 1.2. Publication and Changes

This Tariff is published by the Operator with the approval of the Authority, who retains certain rights of review. This Tariff maybe amended, revoked, replaced or otherwise altered by the Operator at any time. This Tariff replaces and cancels any and all prior published or unpublished tariffs, schedules or rate sheets previously issued relating to the Berth Corridor.

### 1.3. Effective Date

This Tariff shall be effective as of 12:01 AM on January 1, 2023 (the “**Effective Date**”), until further notice, subject to change without specific notice. As of the Effective Date, that certain Berth Service Tariff Agreement effective April 1,2022 shall be null and void and of no further force or effect.

### 1.4. Scope and Authorization of Tariff and Authority Fee Schedule

This Tariff and all rates, charges, terms, conditions, rules, regulations and definitions contained herein shall apply to all Users of the Berth Corridor, to all Cargo handled at the Berth Corridor and to all related operations at, by or alongside the Berth Corridor. The Berth Corridor is owned by the Authority and operated on behalf of the Authority by the Operator primarily to support the adjacent Automobile Terminal, identified in the Fee Schedule. The Authority Fee Schedule is incorporated herein by reference, as if fully set out herein. The Operator manages the Berth Corridor, on behalf of the Authority, subject to the terms, conditions, rules, regulations and definitions of this Tariff and the Fee Schedule, which shall govern the relationship between the Operator and any Users. Where there is a direct conflict between this Tariff and the Fee Schedule, the Fee Schedule shall apply but only to the extent of such conflict. In all other cases the Fee Schedule and this Tariff shall read as one document. Should any provision in this Tariff be illegal or not enforceable, that provision shall be considered separate and severable from this Tariff and the remaining provisions shall remain in force and be binding upon the parties hereto as though said provision had never been included.

### 1.5. Notice to Public: All Users are Subject to the Tariff

Any User or other party entering on or arranging for or having vessels or Cargo at or on the Berth Corridor is subject to the terms, rates and conditions of this Tariff and the Fee Schedule. Any use or presences on the Berth Corridor shall constitute complete acceptance of the terms and conditions of this Tariff and the Fee Schedule. This Tariff is notice that the rates, charges, terms, conditions, exclusions from liability, limitations, rules, regulations and definitions contained herein and in the Fee Schedule apply to all Users of the Berth Corridor and/or any of the services, or any of the other property described herein without specific notice, quotation or prior arrangement. The use of any of the services, the Berth Corridor, docks, wharves, access ways and facilities operated

by the Operator shall be deemed complete acceptance of this Tariff and the Fee Schedule and any revisions or supplements thereto.

### **1.6. Limitations and Exclusion of Liability**

**Take notice that the terms and conditions of this Tariff contain provisions throughout limiting, and/or excluding liability on the part of the Operator and the Authority.**

### **1.7. Charges**

All parties making up a User for any particular Vessel or Cargoes agree, jointly and severally, to pay all charges specified in this Tariff and in the Fee Schedule and to be governed by the rules and regulations appearing in this Tariff and the Fee Schedule. Charges for the use of the Berth Corridor or services shall not exceed the rates published in the Fee Schedule or this Tariff. All charges herein are jointly and severally for the account of the Users, unless otherwise specified, even if one User is designated or treated as the primary party responsible. All charges quoted herein are in Canadian dollars and based on performing the work during Straight Time operating periods.

### **1.8. Definitions**

Capitalized terms used in this Tariff without definition are used as those terms are defined in the Fee Schedule.

**Abandoned Cargo** – means any Inbound or Outbound Cargo not withdrawn from the Berth Corridor by a User or other interested party, (a) within the period allowed under **Subsection 11.3 (Cargo Free Time)** unless prior arrangements are made with Operator or (b) at any time the Cargo Owner has confirmed in writing that they have abandoned the Cargo.

**Ad Valorem Cargo** – means Cargo where the User has agreed with the Cargo Owner or other party on whose behalf the Cargo is being transported to be responsible for loss or damage to such Cargo in an amount based on the declared value of such Cargo.

**Authority** – means the Vancouver Fraser Port Authority, a corporation established pursuant to the Canada Marine Act, having a place of business at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, V6C 3T4; and includes the officers, directors, employees, servants and agents of the Vancouver Fraser Port Authority.

**Authority Property** – shall have the meaning as set forth in the Fee Schedule, including without limitation the Berth Corridor.

**Automobile** – means a motorized wheeled vehicle the primary purpose is ordinarily the transportation of passengers and light packages or baggage, including personal vehicles, pickup trucks, minivans and sport utility vehicles.

**Automobile Terminal** – shall have the meaning as set forth in the Fee Schedule.

**BC Ports** – means all port terminals located in the Province of British Columbia, Canada under the authority of the Authority.

**Berth Corridor** – means that certain Authority Property consisting of the water lots and lands with improvements thereto, including two berths located on Annacis Island, Delta, British Columbia which are more particularly described and highlighted in **Attachment A** to this Tariff.

**Berth Permit** – means a written application, by a Vessel Agent, requesting the use of the Berth Corridor on behalf of Vessel Owner, containing the detailed information specified in **Attachment D**.

**Berth Structure**- means all components of the Berth Corridor, including pilings, cross-bracing, decking , top asphalt paving, the soil and subsoil, the mooring structure including all fenders, bollards, bull rails or any other components, utility lines onto the Berth Corridor (including the fixtures), and the protective training wall adjacent to the Berth Corridor.

**Berthage Fee** – shall have the meaning as set forth in **Subsection 3.2**.

**Bill of Lading** – shall have the meaning as set forth in the Fee Schedule.

**Cargo** – means any vehicles, equipment, rolling stock and other marine cargo (including but not limited to Automobiles and/or Heavy & Static Cargo), suitable for handling at or over the Berth Corridor, related to the shipping of the foregoing, whether incoming or outgoing, whether loaded, unloaded, stored or handled, and whether carried under bills of lading or not; including those certain items included in the “Cargo” and “Goods”, as set forth in the Fee Schedule.

**Cargo Owner** – includes the actual owner, agent, sender, shipper, consignee, receiver, or bailee of the Cargo.

**CBSA** – means the Canada Border Services Agency established pursuant to the *Canada Border Services Agency Act*, S.C. 2005, c. 38.

**Collective Agreement** – means an agreement in writing between an employer and an organization of employees that concerns, rates, charges, terms, conditions of employment.

**Customary Freight Unit** – means the unit of Cargo on which ocean freight was or is to be calculated for any objects not shipped in a Package as defined in this Tariff.

**Dispute** – means any disagreement between the parties arising under this Tariff, except for disagreements relating to loss, destruction or damage to Cargo.

**Demurrage** – means the daily charge payable on Imported and Exported Cargo which remain on the Berth Corridor longer than the applicable Free Time.

**Dunnage** – means any material placed around, under, or on Cargo or used or generated in the loading or unloading of Cargo, or generated by the Vessel and/or its crew, including but not limited to, pallets, chocks, braces, plastic, foam, cardboard, paper, rubbish, refuse, garbage and all similar type items.

**Effective Date** – has the meaning set forth in **Subsection 1.3** of this Tariff.

**Environmental Law** – means any applicable federal, provincial, regional or municipal statute, by-law, regulation, ordinance or order, or any other applicable law, as enacted or amended from time to time, relating to the environment, occupational health and safety, product liability, transportation or Hazardous Substances.

**Export/ Outbound** – shall have the meaning as set forth in the Fee Schedule.

**Fee Schedule** – means the document, entitled Authority Fee Schedule (formerly named Fee Schedule) prepared and issued by the Authority as notice pursuant to section 51 of the Canada Marine Act, S.C. 1998, c. 10, currently dated effective January 1, 2019, but as may be amended, revoked, replaced or otherwise altered by the Authority at any time.

**Force Majeure** – means any court order, application of laws of any public authority, or any other action of a government having jurisdiction over the Berth Corridor; war, revolution, insurrection, terrorism, sabotage, riot, or other civil disorders; strike, walkouts, lockout or other similar labor difficulties; acts of God (such as hail, hurricanes typhoon, fire, flood, earthquake or other severe weather conditions); explosions, airborne contamination, industrial fallout or radioactive contamination of any kind; or any similar occurrence or any act beyond the reasonable control of the Operator.

**Free Time** – means a period of time specified in this Tariff during which Inbound or Outbound Cargo may occupy space assigned to it in the Berth Corridor, free of storage charges, either prior to the loading to a Vessel or subsequent to the discharge from a Vessel.

**Hazardous Cargo** – means any Cargo containing a substance or material that is listed, defined or otherwise designated as: (a) “Hazardous Substance” in this Tariff or under any applicable laws; (b) any chemical; (c) any hydrocarbons, petroleum, petroleum products or waste; (d) any metabolite or chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any applicable laws.

**Hazardous Substances** – means any contaminant, pollutant, dangerous substance, dangerous goods, waste, liquid waste, industrial waste, hauled liquid waste, special waste, hazardous material or hazardous substance as defined pursuant to any Environmental Law.

**Heavy & Static Cargo** – means any and all types of: wheeled or tracked units of Cargo, excluding Automobiles, able to be moved on the Berth Corridor and loaded or discharged from Vessels by rolling either self-propelled or towable; boxed, crated, palletized or other units of Cargo that require any form of lifting for loading or discharge from the Vessel or an Inland Carrier unit, including but not limited to heavy trucks and equipment, agricultural equipment, other tracked or wheeled units, machinery, transformers and any and all similar types of Cargo.

**Import/ Inbound** – shall have the meaning as set forth in the Fee Schedule.

**Inland Carrier** – means railway company, rail carrier, truck carrier, cartage company, tug and barge company operating within the coastal and/or inland waters of British Columbia, a private carrier, or any other transport vehicle that receives or delivers Cargo discharged from or to be loaded onto a Vessel at the Berth Corridor.

**LOA** – shall have the meaning as set forth in the Fee Schedule.

**M.T.** – means that the number of Tonnes is calculated by measurement, in cubic meters, and equals 1,000 kilograms, or 2,204.6 pounds, or 1.1023 short tons, or 0.9842 long tons.

**MTS Act** – shall have the meaning as set forth in **Subsection 10.1**

**MTS Regulations** – shall have the meaning as set forth in **Subsection 10.1**

**M/E** – means that the charge is based on man-hour rates and charges for equipment rental, as set out in this Tariff.

**Non-Working Period** – shall have the meaning as set forth in the Fee Schedule.

**Notice** – shall have the meaning as set forth in **Subsection 4.10.**

**Operator** – means **WWL VEHICLE SERVICES CANADA, LTD.**, a Company incorporated under the laws of British Columbia having an office at #100, 820 Dock Road, Delta, British Columbia V3M6A3, Canada, and includes all directors, officers, employees, agents, representatives, authorized external advisors and other third parties acting on the company's behalf.



**Operator Charges** – means the charges for the services and facilities provided for in this Tariff by Operator as shown in the Fee Schedule, **Attachment E** to this Tariff.

**Operator's Equipment** – shall have the meaning as set forth in **Subsection 4.10**.

**Overtime** – means hours of work performed in premium pay periods as defined in a Collective Agreement.

**Package** – means any container, van, trailer, pallet, or other types of Cargo unitization whatsoever.

**Port Guide** – shall have the meaning as set forth in **Subsection 2.5**.

**Sales Tax**– shall have the meaning as set forth in **Subsection 8.4** of this Tariff.

**Service and Facilities Charge** - means the charge assessed against ocean Vessels, their owners, or operators, which load or discharge cargo at the Terminals for the use of terminal working areas in receipt and delivery of cargo to and from Vessel, and for services in connection with the receipt, delivery, checking, care, custody, and control of cargo required in the transfer of cargo between Vessels and shippers, consignees, or their agents.

**Shipment** – shall have the meaning as set forth in the Fee Schedule.

**SOA Operator**– means an independent party providing Vessel and/or Cargo services on the Berth Corridor.

**Straight Time** – means the hours of work defined in a Collective Agreement as regular straight time hours.

**Statutory Holidays** – means has the meaning set forth in the Collective Agreement.

**Stevedore Buildings**– shall have the meaning as set forth in **Subsection 4.10**.

**Tariff**– shall have the meaning as set forth in **Subsection 1.1** of this Tariff.

**Tonne** – shall have the meaning as set forth in the Fee Schedule.

**Transshipment and Transshipped** – shall have the meaning as set forth in the Fee Schedule.

**User(s)** – includes any person, legal or personal representative, corporation, body corporate, firm, partnership or business, whether incorporated or not: using or requesting to use the Berth Corridor or any of the services under this Tariff; and/or

presenting or delivering Cargo to the Berth Corridor; and/or requesting the provision of any of the services described in this Tariff, in any case either personally or through an agent. A Vessel Agent is excluded from this definition of a User, if it has on file with the Operator a valid Vessel Agent Agreement, as provided in **Subsection 2.3** of this Tariff, for the principal or Vessel on which it is making such arrangements.

**Vessel** – shall have the meaning as set forth in the Fee Schedule.

**Vessel Agent** – means an independent party representing Users of the Berth Corridor as provided in **Subsection 2.3** of this Tariff.

**Vessel Agent Agreement** – means an agreement substantially in the form of **Attachment C** attached to this Tariff.

**Vessel Owner** – includes (a) the actual or registered owner, agent, operator, charterer by demise and master of the Vessel; and (b) the agents, employees, operators or charterers of the individuals set forth in sub-clause (a) of this definition.

**W.T.** – means that the number of Tonnes is calculated by weight, in metric Tonnes.

**Waybill** – means the waybill issued by the Vessel Owner to distinguish a single shipment of Cargo carried by a Vessel.

**Wharfage Fee** – shall have the meaning as set forth in **Subsection 3.3**.

**Working Periods** – shall have the meaning as set forth in the Fee Schedule.

### **1.9. Conversion Factors**

The conversion factors appearing in the Fee Schedule will be used to convert weight and measurements or other values when needed to apply to the applicable fee(s) contained in this Tariff.

**END OF SECTION**

## **2. PERMITS AND RULES**

### **2.1. Vessel and Cargo Handling Services**

The duties of the Operator in managing the Berth Corridor on behalf of the Authority does not include providing any Vessel handling (including line handling) services of any kind or Cargo handling services, except those Cargo handling services specifically provided for in **Section 4** of this Tariff. It is the duty of the User to arrange for all such Vessel handling and Cargo handling services prior to the arrival of the Vessel or Cargo at the Berth Corridor through a Vessel Agent; or as to those services set forth in **Section 4**, directly with the Operator. All Vessel handling and Cargo handling services (other than those services set forth in **Section 4**) may only be performed at the Berth Corridor by a SOA Operator. All arrangements between a User and a Vessel Agent and/or a SOA Operator are solely between those parties and do not involve the Authority or the Operator. Costs and charges for the Vessel Agent and/or the SOA Operator services are in addition to the fees and charges payable by the User under the terms of this Tariff and the Fee Schedule. The Vessel Agents and SOA Operators provided for in this Tariff are independent parties, not connected with the Operator and for whom the Operator has no responsibility or liability.

### **2.2. SOA Operator Application**

Any party having the necessary qualifications, business licenses, labour agreements and experience in the BC Ports of providing Vessel and Cargo handling services may provide those services as an SOA Operator at the Berth Corridor by submitting and maintaining a current proof of insurance, as required by **Subsection 6.2**, substantially containing the information provided for in Attachment B to this Tariff. Any SOA Operator providing such Vessel and/or Cargo services on the Berth Corridor, by such actions, shall be deemed to be aware of, in agreement with and be bound by the terms, rates and conditions of this Tariff and the Fee Schedule.

### **2.3. Vessel Agent Application.**

Any party having the necessary qualifications, business licenses, and experience in the BC Ports to act as an agent for Vessels, Vessel Owner/Operators, Cargo Owners or any other similar Users wanting to do business at the Berth Corridor may act as a Vessel Agent for the Berth Corridor by complying with the terms of this Tariff. The Vessel Agent may submit a Vessel Agent Agreement on behalf of its principal(s), substantially in the form of Attachment C to this Tariff, before commencing operations for the Berth Corridor. If Vessel Agent makes arrangements for the use of the Berth Corridor as provided in this Tariff for principal(s) without a Vessel Agent Agreement, the Vessel Agent warrants that the request is made on behalf of the Vessel named in such application.

### **2.4. User Selection of Vessel Agent or SOA Operator**

A User may not and should not rely on the Operator and/or Authority allowing a SOA Operator or Vessel Agent the ability to operate under the terms of this Tariff or the Fee Schedule as an endorsement or statement by the Operator and/or the Authority of the ability of that party to perform the services the User may request. The selection of any

Vessel Agent or SOA Operator is at the sole risk and responsibility of the User making that decision.

## **2.5. Berth Permit and Vessel Agent Obligations**

At such time as a Vessel needs the use of the Berth Corridor, the Vessel Agent shall contact the Operator, by providing the information required in the Berth Permit, in the form of Attachment D to this Tariff.

By filing a Berth Permit with the Operator, the Berth Agent represents and warranties to the Operator, that:

- 1) the Vessel Agent is acting as the authorized agent of the Vessel and Vessel Owner named in the Berth Permit;
- 2) by signing the Berth Permit, the Vessel Agent is and has the authority to bind the Vessel and Vessel Owner to the terms and conditions of the Berth Permit, this Tariff and the Fee Schedule; and
- 3) the Vessel Agent knows the Operator is relying on the truthfulness of the Vessel Agent's representation and warranty in making its decisions in the processing of the Berth Permit.

The Operator shall process such request taking in consideration the above representation and warranty, the most efficient use of the Berth Corridor, the needs of other Users and the general operation of the BC Ports and respond back to the Vessel Agent informing them of when and under what conditions the Vessel is permitted to use the Berth Corridor. A Berth Permit shall be issued at the discretion of the Operator and shall always be subject to the Authority's right to the priority use of the Berth Corridor above all other Users.

All Vessel Agents shall comply with the following:

- a. Perform all of its work as an independent contractor, nothing herein shall constitute or be deemed to constitute any employment agreement, lease, joint venture or partnership with the Operator.
- b. Have the sole responsibility for its employees, subcontractors, agents, invitees and the manner or methods used in performing its and their work, which must be at all times performed in a safe, proper, and workmanlike manner in compliance with all Federal, Provincial and Municipal laws and regulations.
- c. Communicate with the Operator any changes or updates to the information provided relating to the Berth Permit.
- d. Not allow the vessel to the Berth Corridor unless it has an approved to do so.
- e. The Vessel will only be moored at the Berth Corridor during the period approved.
- f. Make all arrangements for all Vessel and Cargo handling requirements with a SOA Operator or the Operator, as the case maybe, prior to the Vessel or Cargo arrival at the Berth Corridor.
- g. Cargo loading or discharging will commence promptly upon mooring or no later than the start of the next labour shift (including Overtime and Statutory Holiday periods) provided in the applicable Collective Agreement for the labour assigned

for such duties. The only exception to this requirement is during Non-Working Period designated in such applicable Collective Agreement.

- h. Promptly arrange to move the Vessel from the Berth Corridor at any time requested to do so by the Authority or upon completion of Cargo operations, unless prevented by the Authority or other applicable government authorities.
- i. Provide Operator with a detailed description of the Vessel, tally of all Cargo handled at or on the Berth Corridor, sufficient for the calculation of all amounts provided for in the Fee Schedule or Tariff.

## 2.6. SOA Operator Obligations

During all periods of operation at the Berth Corridor by a SOA Operator, the following shall apply:

- a. The SOA Operator shall perform all of its work as an independent contractor. Nothing herein contained shall constitute or be deemed to constitute any employment agreement, lease, joint venture or partnership between the parties.
- b. The SOA Operator shall at all times have the sole responsibility for its work and the work of its subcontractors, agents, invitees and employees and the manner or methods used in performing its and their work; which must be at all times performed in a safe, proper, and workmanlike manner in compliance with all Federal, Provincial and Municipal laws and regulations with respect to health, safety, Environmental Laws, including, without limiting the generality of the foregoing, the Marine Occupational Safety and Health Regulations under the Canada Labour Code, the Safe Working Practices Regulations under the Canada Shipping Act, the Occupational Health and Safety Regulation under the Workers Compensation Act (British Columbia), the Workplace Act (British Columbia), the MTS Act and the MTS Regulations.
- c. The SOA Operator shall:
  - 1) maintain all its gear and equipment in safe and efficient working condition;
  - 2) provide a safe place to work and safe practices with which to perform this work;
  - 3) regularly inspect for safety of the working areas and gear used in its operations, both before the work commences and during its progress;
  - 4) not permit its operations to proceed unless the Berth Corridor work areas, work methods, and gear are safe;
  - 5) obtain, maintain and pay for, insurance or insurance policies as required under **Section 6** of this Tariff;
  - 6) be bound by and comply with the terms and conditions of the Port Information Guide issued by the Authority ("Port Guide"); as each may apply to its operations;
  - 7) not do, cause, permit or omit to be done anything that may damage the Berth Corridor or be detrimental to the operation and management thereof;

- 8) keep the Berth Corridor free of all Hazardous Substances and not cause or permit the Berth Corridor or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substances;
- 9) not cause or permit anything to be done on the Berth Corridor which results in contamination or environmental damage to the Berth Corridor or to any adjacent lands, groundwater or adjacent bodies of water or other Authority Property;
- 10) immediately notify the Operator and the Authority of any damage to the Berth Corridor or of any contamination or environmental damage of any kind SOA Operator is aware of while on the Berth Corridor;
- 11) shall not bring or permit any equipment, materials or supplies to be brought onto the Berth Corridor which are not connected with the provision of SOA Operator 's services or which may interfere with, obstruct, or adversely affect the management and operation of the Berth Corridor and shall, promptly remove any such equipment, materials or supplies (including without limitation, dunnage or other Cargo securing or handling materials) upon completion of its services on the Berth Corridor; and
- 12) at the end of each operation at the Berth Corridor, provide Operator with a detailed tally of all Cargo handled at or on the Berth Corridors, sufficient for the calculation of all amounts provided for in the Fee Schedule or this Tariff. Operator or its designee may, but is not required to, audit SOA Operator's records to independently confirm any such reports.

### **2.7. No Obstructions**

The User shall not bring or permit any equipment, floating objects, materials or supplies to be brought alongside of or onto the Berth Corridor which may interfere with, obstruct, or adversely affect the provision of the services or the management and operation of the Berth Corridor. The User shall, promptly upon demand, remove any such equipment, floating objects, materials or supplies from the Berth Corridor.

### **2.8. Regulations**

The User shall comply with all federal, provincial, regional and municipal enactments, regulations and bylaws, including those of the Authority, which are applicable to the User in any manner while on the Berth Corridor or obtaining services or facilities under this Tariff.

### **2.9. Right to Exclude Use of the Berth Corridor**

The Operator reserves the right, without responsibility or liability, to any User, to refuse to permit any use of the Berth Corridor, including but not limited to accepting, receiving or allowing any Cargo or Vessels at the Berth Corridor.

### **2.10. Overweight Cargo**

The Operator has a zero tolerance policy at the Berth Corridor for handling overweight Cargo. No Inbound or Outbound Cargo in excess of the capacity of the Berth Corridor maybe placed on the Berth Corridor. The current dock weight capacities at the Berth Corridor are:

- Berth # 1 Main Deck – 24 kPa – (500 psf)
- Berth # 1 – High Capacity Deck – 48 kPa (1000 psf)
- Berth # 2 – Main Deck – 17 kPa – (350 psf)
- Berth # 2 – High Capacity Deck - 48 kPa (1000 psf)

Any User bringing or having Cargo brought or placed on the Berth Corridor in violation of this provision of the Tariff shall be liable for any and all damages relating to the overweight Cargo being on the Berth Corridor.

### **2.11. Dunnage**

The User shall be responsible for controlling and removing Dunnage from the Berth Corridor and shall ensure compliance with statutory requirements in connection with foreign Dunnage. The User shall remove all Dunnage from the Berth Corridor at the conclusion of its operations. Failure to comply with this requirement will subject the User to the provisions of **Subsection 4.5**.

### **2.12. User Reports**

After each use of the Berth Corridor by a User, the User shall report to the Operator, the period the Vessel was at the Berth Corridor, the actual Cargo handled during the use of the Berth Corridor, and such other information reasonably requested by The Operator in sufficient detail for the accurate calculation of the Berthage Fee, Wharfage Fee and other charges due under the terms of this Tariff.

### **2.13. No Smoking on Berth Corridor**

No person shall smoke or light any matches or use or carry any open flame or lighted lantern in transit sheds, warehouses, or open areas adjacent thereto or in the open storage yards or roadways of the Berth Corridor or adjacent lands.

**END OF SECTION**

### **3. BERTHAGE AND WHARFAGE FEES**

#### **3.1. Collection of Fees**

The Operator is responsible on behalf of the Authority for collecting from Users all Berthage Fees, Wharfage Fees and other charges imposed by the Authority from time to time as provided in the Fee Schedule which may be amended, revoked, replaced or otherwise altered by the Authority at any time. The Fee Schedule can be found at the Authority website: <http://www.portvancouver.com>. The amounts of the Berthage fees, Wharfage fees and other charges are assessed in accordance with the Fee Schedule as of the date of service. Berthage Fees and Wharfage Fees are subject to the terms and conditions of **Subsection 10.3** of this Tariff.

#### **3.2. Berthage Fees**

Berthage is a fee provided for in the Fee Schedule, assessed by the Authority, based on physical size (LOA) of a Vessel when it utilizes the Berth Corridor, as well as the Vessel's length of stay at the Berth Corridor, from the time when the first line is made fast to when the last line is cast off (the "**Berthage Fee**"). The Berthage Fee also applies to Vessels that are fastened to or tied up alongside any other Vessel occupying the Berth Corridor. The User is charged Berthage Fees as set out in the Fee Schedule. Subject to the provisions of the Fee Schedule, Berthage Fees are not payable in respect to certain Vessels. Vessel Owners or their Vessel Agent must request an exemption from the Berthage Fee at the time they file their request for a Berth Permit. The Authority is the ultimate decision maker if such an exemption shall apply. The Authority's decision will be final. The Authority reserves the right, in its discretion, to determine for the purposes of Berthage Fees the length of any Vessel.

#### **3.3. Wharfage Fees**

Wharfage is a fee provided for in the Fee Schedule, assessed by the Authority, for handling Cargo at Authority Property including the Berth Corridor (the "**Wharfage Fee**"). The Wharfage Fee is based on a per unit or the weight or measurement of the applicable Cargo and is variable by type, all as provided in the Fee Schedule. Wharfage Fees apply to Cargo, both Export and Import as provided in the Fee Schedule. For purposes of assessing Wharfage Fees, Cargoes will be classified and assessed as provided in the Fee Schedule.

**END OF SECTION**



## **4. HANDLING AND OTHER CHARGES**

### **4.1. General**

In addition to the fees set forth and to be collected by the Operator, on behalf of the Authority, as provided in **Section 3** above, the Operator shall provide and charge for the services and facilities provided for in this **Section 4** at the rates and fees contained in the Operator Charges. All Operator Charges may be amended, revoked, replaced or otherwise altered at any time, with or without notice, by amendment or revision of this Tariff. The Operator Charges in effect on the date of the service being performed or charge being incurred shall be the amount due from the User. All Operator Charges incurred must be paid at the time of the service being rendered and prior to the Cargo leaving the Berth Corridor, unless credit arrangements have been made with the Operator.

### **4.2. Handling Charges**

Any Inbound Heavy & Static Cargo received from Vessels, marshaled on the Berth Corridor area for delivery to consignee or consignee's Inland Carrier shall be assessed the applicable Operator Charges. Any Outbound Heavy & Static Cargo received from shippers or shipper's Inland Carrier, marshaled on the Berth Corridor area for loading to Vessel shall be assessed the applicable Operator Charges. Any Transshipment Cargo received on the Berth Corridor shall be assessed the applicable Operator Charges. These Operator Charges shall include coordination of delivery between the User's Inland Carrier and the required SOA Operator staff under the applicable Collective Agreement. In providing this administrative coordination, the Operator does not assume any liability or responsibility for the Cargo. All such activities by the Operator are performed under the waiver and exclusions of liability set forth in **Section 7** of this Tariff.

### **4.3. Water**

When water is ordered to be supplied to a Vessel at the Berth Corridor, the applicable Operator Charges shall also be due to the Operator.

### **4.4. Services Not Otherwise Specified**

The Operator and the User may agree in writing on other services not specified in this Tariff. Operator Charges for such services shall be agreed between the parties, in writing, at that time.

### **4.5. Dunnage**

If User fails to comply with the obligations of **Subsection 2.10**, the Operator may arrange to have the Dunnage removed at the expense of the User. The Operator Charge for this service shall be the invoiced cost for such removal (including all required permits, inspections or other governmental fees) plus a fee as provided in the Operator Charges.

#### 4.6. Cargo Delivery and Pickup

All deliveries of Outbound Cargo must be prearranged with the Operator at least 48 hours before the intended delivery. All pickups of Inbound Cargo by Inland Carrier must be prearranged with the Operator at least 48 hours before the intended pick up.

#### 4.7. Abandoned Cargo

Notwithstanding the Operator's other rights under this Tariff, the Operator, at its sole discretion, may assess a charge against the Users responsible for the Abandoned Cargo as provided in **Subsection 11.5** for the costs and expenses incurred by the Operator in administering its rights under **Subsections 11.5 and 11.7** of this Tariff. The Operator Charge for this service: (a) if performed by contractors hired by the Operator, shall be the invoiced cost for such removal (including all required permits, inspections or other governmental fees) plus a fee as provided in the Operator Charges; (b) if performed by the employees or staff of the Operator shall be at the M/E costs of the Operator plus a fee as provided in the Operator Charges; and (c) if the service is performed by a combination of (a) and (b) above the charge will be equal to the aggregate charge under both (a) and (b) above. Any charge so assessed is without prejudice and in addition to the Operator's other rights or remedies under this Tariff, including, without limitation, the rights set out in **Subsection 11.5** of this Tariff and **Subsection 11.7** of this Tariff.

#### 4.8. Cargo Demurrage

At the expiration of the Free Time as set forth in **Subsection 11.3** of this Tariff, all Cargo remaining at the Berth shall be assessed Demurrage at the rates shown in Attachment E. If there is no stated Free Time for a particular type of Cargo, Demurrage shall apply immediately on the day of arriving on the Berth Corridor.

- a. Demurrage is due and payable on a joint and several bases by the Cargo Owner and the Vessel Owner that carried the Cargo in the case of an Import shipment or the Cargo Owner and the Vessel Owner that was scheduled to carry the Cargo in the case of an Export shipment.
- b. The Demurrage charge is calculated as the greater of the weight in W.T. times the daily rate or the measure in M.T. times the daily rate. The minimum Demurrage charge for each piece of Cargo is as set forth in the Operator Charges.
- c. Failure to properly make arrangements for the pickup of Cargo as set forth in **Subsection 11.3** of this Tariff shall not relieve the User from the obligation to pay the applicable Demurrage.
- d. Payment of Demurrage does not create a right to leave the Cargo on the Berth Corridor. All Cargo being assessed Demurrage is subject to the provisions of **Subsection 11.5** of this Tariff.

#### 4.9. Extra Labor (Miscellaneous Work as Needed)

Charges for extra services provided shall be as provided in the Operator Charges, for items such as but not limited to:

- a. Superintendent
- b. Foreman

- c. Checker
- d. Clerking
- e. High/Heavy Operator
- f. Appointment no shows
- g. Night special deliveries (Overtime)
- h. Weekend/holiday special deliveries (Overtime)
- i. Special Request Fee for low volume handling.

#### 4.10. Equipment

- a. The SOA Operator is solely and fully responsible for the care, use and safety of such equipment. If requested, Operator shall provide a designated area for storage of SOA Operator's equipment. If SOA Operator decides to use the area, SOA Operator is to assure all of its equipment is placed in the designated storage area after its operations are complete.
- b. The Operator shall not be liable for and shall have no responsibility for the care, custody, control or protection of any SOA Operator equipment used, placed on, stored or left at the Berth Corridor and shall not be liable for any loss or destruction of or damage to any such equipment, or any other property whatsoever unless in each and every case the loss, destruction or damage occurred directly and solely as a result of the proven negligence or willful misconduct of an officer or employee of the Operator while acting within the scope of his duties or employment.
- c. At any time Operator provides a fueling service to SOA Operators for the fueling of the SOA Operators' equipment stored as provided above, Operator does so as a service under and subject to all the terms and conditions of this Tariff, including without limitation, the terms of **Section 7**.
- d. The Operator has two buildings available on the Bert Corridor ("**Stevedore Buildings**"). These Stevedore Buildings are provided for SOA Operator's use during times of its operations on the designated berth in the Berth Corridor on an "as is- where is" basis, without any representation or warranty as to condition or usefulness and subject to all the terms of this Tariff. SOA Operator uses those buildings solely at its own risk.

#### 4.11 Service and Facilities Charge

- a. The Services and Facilities Charge does not include any Service or Facilities Charge which is included in Wharfage, Dockage, Storage, or other individual charges.
- b. Service and Facilities Charge does not include any cargo handling, loading or unloading operators, nor any labor other than that which is essential to performing the service.
- c. Where the Contract of Affreightment establishes the responsibility, as between the parties thereto, for the payment of the Service and Facilities Charge named in this Tariff, such charge will be borne by the Person responsible under the Contract of Affreightment, but the full amount of such charge will be billed to and paid by the Vessel, its owners, or operators. Allocation or adjustment of this charge will be made solely by the parties to the Contract of Affreightment, in

accordance to its terms. The term, "Contract of Affreightment", as used herein, means Tariff, ocean rate, Bill of Lading, contract, or any other arrangement under which the Vessel transports cargo.

**END OF SECTION**

## **5. SECURITY**

### **5.1. Berth Corridor Security Plan**

The Berth Corridor is subject to a Berth Security Plan which provides for certain access controls, preapprovals for entry and other procedures to safeguard the Berth Corridor and the BC Ports. Any User requesting to use the Berth Corridor or coming on the Berth Corridor agrees to do so subject to such security requirements and follow the directions of the security staff protecting the Berth Corridor.

### **5.2. Berth Corridor Access**

Berth Security Plan requires that all Users are approved for entry on to the Berth Corridor. All Users must have a legitimate business need to be on the Berth Corridor before accessing the Berth Corridor. Access to or use of the Berth Corridor is conditioned on all Users, their officers, employees, contractors, invitees, or others coming onto the Berth Corridor being in full compliance with any and all security procedures for the Berth Corridor and any security laws, statutes and regulations that apply to the Berth Corridor or the ingress and egress to the Berth Corridor.

### **5.3. Vehicle Access**

A person may not operate or bring a motor vehicle, other than as Cargo, on the Berth Corridor, without the approval of the Operator.

### **5.4. Visitor/Vendor Access**

All Users requiring access to the Berth Corridor or a Vessel at the Berth Corridor for proposed visitors/vendors must notify the Operator prior to their arrival and must be registered as authorized visitor in the Operator's access system. Access permits will be issued by security personnel and shall be displayed on the visitor/vendor outermost garment and in the driver's front windshield area in full view of the vehicle's exterior. Failure to properly register driver/passengers and vehicle information as required in this Tariff and present acceptable credentials will result in visitors/vendors access being denied.

### **5.5. Security Breaches**

Notwithstanding the Operator's other rights under this Tariff, Operator, at its sole discretion, may deny access to any User, its employees, agents, contractors, guests or invitees upon breaches any of the security rules and regulations which apply to the Berth Corridor.

**END OF SECTION**

## **6. INDEMNITY AND INSURANCE**

### **6.1. Indemnity**

Any User of the Berth Corridor shall indemnify and save harmless the Operator and the Authority in respect of: all claims for bodily injury or death, property damage or other loss or damage arising from any occurrence in, upon or at the Berth Corridor or the occupancy or use by the User of the Berth Corridor or any part thereof, or occasioned wholly or in part by any act or omission of the User or its employees, agents, invitees, contractors or any other parties for whom the User is responsible in law; any loss, cost, expense or damage suffered or incurred by the Authority or Operator arising from any breach by the User of its covenants and obligations under this Tariff.

The Operator shall not be liable or responsible in any way for any consequential loss, injury or damages of any nature whatsoever (including, without limitation, loss of income or revenue or business interruption) that may be suffered or sustained by the User or its employees, agents, customers or any other party for whom the party is responsible in law.

### **6.2. Insurance**

Each SOA Operator and any other User of the Berth Corridor having a similar extended operation or activity on the Berth Corridor shall obtain, maintain and pay for, insurance or insurance policies in the amounts and terms as provided for in **Attachment B** to this Tariff.

### **6.3. Terms of General Application:**

In addition to the terms of general application provided for in **Attachment B**, the following terms shall apply:

- a. Deductibles, if any, which are applicable to the insurance specified hereunder, shall be borne by the User or SOA Operator, as the case maybe.
- b. From time to time, if required by the Authority, it may be required to obtain additional insurance and/or increased coverage minimums.
- c. The limits of insurance specified in no way define or limit the obligation to indemnify the Operator or the Authority in the event of a loss. Any additional insurances or coverages maintained by the SOA Operator or other User shall also be for the benefit of the Operator and the Authority even if not stated herein.
- d. In the event the Operator carries insurance in respect of any property owned by the Operator, either real or personal, permitted to be used by the SOA Operator, the SOA Operator acknowledges and agrees that the SOA Operator shall not have the benefit of any such insurance and explicitly waives the right to any such benefit.
- e. The SOA Operator shall deliver to the Operator certificates of insurance evidencing the insurance policies required under this Tariff, within 15 days of the Effective Date or prior to the SOA Operator's initial use of the Berth Corridor and each January 1<sup>st</sup> thereafter during the period the SOA Operator intends to continue to use the Berth Corridor. Failure to provide such certificates in no way impacts, releases or diminishes the obligations of the SOA Operator under this Tariff.

**END OF SECTION**

## **7. LIMITATION AND EXCLUSION OF LIABILITY**

### **7.1. General Terms**

The following are general terms and conditions of this Tariff that apply for the benefit of the Operator to all Users, Vessel Agents and SOA Operators of the Berth Corridor. For the avoidance of doubt, unless there is a superseding written agreement with the Operator specifically and clearly overriding the provisions of this Tariff, the terms and conditions of this **Section 7** shall apply to all Vessel Agents, SOA Providers and other Users that are receiving services or operating at the Berth Corridor.

### **7.2. Injury to Persons (Including Death) – Limitation of Liability**

The Operator shall not be liable for the death of or personal injury to any persons, including but not limited to passengers and crew of a Vessel, employees, contractors, invitees, guests of any Users, Vessel Agents and/or SOA Operators occurring in or about the Berth Corridor, unless such personal injury or death occurs directly and solely as a result of the proven negligence or willful misconduct of the Operator and unless the person sustaining such personal injury or death is not a worker within the meaning of the *Worker's Compensation Act*, R.S.B.C. 1996, c. 492 of British Columbia who sustained such personal injury or death in the course of his or her employment.

### **7.3. Services – Limitation of Liability**

Other than in cases involving Cargo or property damage, personal injury or death, the total liability of the Operator to a User (if any) for the failure to properly perform any of the services is limited to refunding the amount paid by the User to the Operator for such services and is subject to the liability ceiling amount referred to in **Subsection 7.13** (Liability Ceiling Amount).

### **7.4. Delay – Exclusion of Liability**

The Operator shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by delay in receiving a Berth Permit, in gaining access to the Berth Corridor or once at the Berth Corridor having to move from the Berth Corridor or delay in the loading, unloading, receiving, delivering or handling of any Cargo arising from any cause whatsoever, including but not limited to negligence, error, act, omission or willful misconduct of the Operator.

### **7.5. Cargo Damage/ Care, Custody and Control – Exclusion of Liability**

The Operator shall not be liable for and shall have no responsibility for the care, custody, control or protection of any Cargo placed on or left at the Berth Corridor and shall not be liable for any loss or destruction of or damage to Cargo, or any other property whatsoever unless in each and every case:

- a) the loss, destruction or damage occurred directly and solely as a result of the proven negligence or willful misconduct of an officer or employee of the Operator while acting within the scope of his duties or employment; and
- b) the loss, destruction or damage is visible in the ordinary course of delivery of the Cargo, the Operator is given notice before the Cargo leaves the Berth Corridor and

is provided the opportunity to counter survey the Cargo before it leaves the Berth Corridor; or

c) if the loss, destruction or damage is not visible while the Cargo is on the Berth Corridor, the Operator is given written notice within thirty days after the Cargo was removed or should have been removed from Berth Corridor of the loss, destruction or damage and the general nature thereof with an opportunity for the Operator or its designee to inspect the Cargo; and,

d) in either case:

- i) six months following the incident alleged to have caused the loss, destruction or damage, a detailed and final claim is given in writing to the Operator; and
- (ii) legal proceedings to enforce a claim for such loss, destruction or damage are brought against the Operator within one year following the incident alleged to have caused the loss, destruction or damage, unless the matter is fully settled in writing prior to that time.

### **7.7. Cargo Damage – Amount of Liability Limited**

The Operator shall not be liable in any event for any loss or destruction of or damage to Cargo, for which it is responsible, as set forth in this Tariff, in excess of:

- a) the landed cost of the Cargo, including invoiced cost as paid to the supplier, plus freight, insurance and any duty paid and not refundable, minus any salvage market value; or,
- b) five hundred dollars (\$500.00) per Package or Customary Freight Unit, which shall mean the unit of Cargo on which ocean freight was or is to be calculated on; but
- c) in no event shall the Operator be liable in an amount higher than the amount actually paid by the Vessel Operator or other responsible User to the party making the claim.

In the case of Ad Valorem Cargo the terms of Subsection 7.10 shall apply. The aforesaid notwithstanding, no event shall the Operator's liability exceed the limits provided for in **Subsection 7.13** of this Tariff.

### **7.8. Exclusion of Liability for Indirect Loss or Consequential Damage or Loss**

Notwithstanding any other provisions of this Tariff, the Operator shall not be liable for any economic loss or loss of profit or loss of the bargain or for any indirect or consequential damages or loss whatsoever, whether or not caused by or arising from negligence or willful misconduct of the Operator.

### **7.9. Vessels and Floating Assets at Vessel Owner's Risk: Operator's Disclaimer of Liability**

Every Vessel, float, derrick, pile driver or section of logs or part thereof that is moored or berthed at or adjacent to the Berth Corridor or in the process of arriving or departing from the Berth Corridor shall be at the sole risk of the Vessel Owner and/or Users. **The Operator makes no representations or warranty as to the safety, fitness or suitability of any dock, berth or any other portion of the Berth Corridor for any Vessel or for any other intended use.**



**7.10. Exclusions, Exemptions and Limitations in Bills of Lading, Waybills and Other User Documentation**

The Operator, its officers and employees, in addition to the other limitations and exclusions from liability in this Tariff, shall be entitled to the same rights, immunities, exceptions, exemptions, restrictions and limitation of liability provisions of all contracts of carriage as are set out in the Vessel Owner's or other User's favour in any Bill of Lading, Waybill or similar document relating to the Cargo in question. The Vessel Owner and other applicable User's will include the Operator or arrange to have it included as an express beneficiary, to the extent of the use of the Berth Corridor and/or services to be performed hereunder, of all rights, immunities, exceptions, exemptions, restrictions and limitation of liability provisions of all contracts of carriage, as evidenced by its standard Bills of Lading, Waybills, as issued by the Vessel Owner or other Users. In the case of Ad Valorem Cargo, the Vessel Owner or other User's agrees to hold the Operator harmless from and indemnify it against any resultant increase in liability, unless prior written arrangements have been made with the Operator. In the event the Vessel Owner or other User is not the carrier of the Cargo, the Vessel Owner or other User expressly agrees that all rights, immunities, exceptions, exemptions, restrictions and liability limitations contained in the involved carrier's applicable Bill of Lading, Waybill or similar document relating to the Cargo shall enure to the benefit of the Operator. The Vessel Owner or other User agrees that in no event shall the Operator have any liability in excess of that of the carrier respecting loss or damage of Cargo. The Users agree to indemnify and hold harmless the Operator, and any of its agents, servants or employees (and any other person, firm or corporation engaged by the Operator to furnish labour, materials or equipment relating to the receipt or handling of Cargo or Vessels at the Berth Corridor) from and against all losses, claims, demands and suits for damages (including court expenses and counsel fees), for death or personal injury or property or Cargo damage that may be imposed upon the Operator or any of its agents, servants, employees or contractors by any Vessel Owner, other User or a Cargo Owner (or their agents or employees) as a consequence of services or activates at the Berth Corridor, or as a consequence of failing to perform their obligations to the Operator as provided above and as otherwise set forth in this Tariff.

**7.11. No Right of Deduction or Set-Off**

Notwithstanding any liability or alleged liability of the Operator under this Tariff or otherwise, Users and any other persons responsible for charges under this Tariff, shall not be entitled by reason of any such liability or alleged liability to any deduction from, reduction of, set-off against or waiver of any charges payable under this Tariff or the Fee Schedule, all of which shall be paid in full as and when due.

**7.12. Exclusions, Exemptions and Limitations are Cumulative**

The exclusions, exemptions and limitations of liability set forth herein, either expressly or by reference, are cumulative and are in addition to and not in substitution for or in limitation of any other clauses excluding, exempting or limiting liability as set forth in this Tariff or the Fee Schedule. In addition the Operator may have the benefit of and rely on any other exclusions, exemptions or limitations of liability available at law or in equity, as the case may be.

**7.13. Liability Ceiling Amount**

The maximum aggregate liability, if any, of the Operator arising out of a single incident or series of incidents arising from a common cause shall not exceed, in the aggregate, the amount of \$750,000. In the case of loss or damage to a Vessel and / or her equipment, the maximum liability of the Operator is \$500,000 and in the case of loss or damage to Cargo, the maximum liability of the Operator is \$250,000.

**7.14. Force Majeure**

The Operator shall not be responsible for delay, failure to perform, damage to any User, a Vessel or the Cargo, or any other property whatsoever caused by Force Majeure while on the Berth Corridor.

**7.15. Authority**

In addition to and not in substitution for or in limitation of the exceptions, exemptions, immunities and limitation of liability provisions set out in the Fee Schedule, the Authority and its officers and employees shall also be entitled to the same exceptions, exemptions, restrictions and limitation of liability provisions set out in this Tariff as are applicable to the Operator. In addition to and not in substitution for or in limitation of the exceptions, exemptions, immunities and limitation of liability provisions set out in this Tariff, the Operator and its officers and employees shall also be entitled to the same exceptions, exemptions, restrictions and limitation of liability provisions set out in the Fee Schedule as are applicable to the Operator as the service and management contractor of the Authority.

**7.16. Waiver of Liability for SOA Operator Equipment**

The Operator shall not be liable for and shall have no responsibility for the care, custody, control or protection of any SOA Operator equipment used, placed on, stored or left at the Berth Corridor and shall not be liable for any loss or destruction of or damage to any such equipment, or any other property whatsoever unless in each and every case the loss, destruction or damage occurred directly and solely as a result of the proven negligence or willful misconduct of an officer or employee of the Operator while acting within the scope of his duties or employment.

**END OF SECTION**

## **8. GENERAL TERMS AS TO FEES AND CHARGES**

### **8.1. Charges Generally**

Operator Charges under this Tariff generally are:

- a. based on performing the work during Straight Time operations;
- b. in addition to charges prescribed by the Fee Schedule or any other tariff, or by third party providers of goods or services, or by notice or by law or that may be owing to the Authority or the Operator.

### **8.2. Credit Provisions**

Users of the Berth Corridor or Vessel Agents may apply for credit terms for the payment of the charges and fees due under the Fee Schedule and this Tariff by contacting the Operator. User shall provide the Operator with all information and details the Operator may request to assist the Operator in determining if credit will be allowed. The Operator's decision to grant or not grant credit shall be final.

### **8.3. Payment of Charges**

If no credit arrangements are in place, a deposit of 125% of the estimated charges calculated by the Operator will need to be deposited with the Operator at the time of the approval of the Berth Permit or prior to arrival of the Cargo at the Berth Corridor. Where credit approval is granted by the Operator or the above deposit was not adequate to cover all incurred expenses, the charges prescribed by this Tariff are payable within thirty (30) days from the date of the invoice and, where any charge is not paid within that time, an additional charge of one and one-half percent (1 ½%) of any such charge shall be imposed for each thirty (30) day period or portion thereof during which it remains unpaid, which additional charge is equivalent to eighteen percent (18%) per annum. A failure to pay for more than sixty (60) days may cause a lien to be placed on the Cargo, as set forth in **Subsection 11.7** of this Tariff and the responsible User may be denied further use of the Berth Corridor until all outstanding charges have been paid.

### **8.4. Taxes**

All amounts payable to the Operator pursuant to this Tariff do not include any value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges, (collectively "**Sales Tax**") and all Sales Taxes are the responsibility and for the account of the Users or the person(s) by whom the charges pursuant to this Tariff are payable. If the Operator is required by law or by administration thereof to collect any applicable Sales Taxes from a person responsible for payment of charges pursuant to this Tariff, such person shall pay such Sales Taxes to the Operator concurrently with the payment of any charges payable pursuant to this Tariff, unless such person qualifies for an exemption from any such applicable Sales Taxes, in which case such person shall, in lieu of payment of such applicable Sales Taxes to WWL, deliver to the Operator such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed. Any exemption claimed from Sales Taxes extended by the Operator to any person is without prejudice to the position of the Operator, which is entitled to charge such person by whom the exemption has been claimed with Sales

Taxes at any subsequent date should the taxing authorities determine that the Cargo and services provided pursuant to this Tariff are taxable.

#### **8.5. Calculation of Charges**

Where a charge, imposed in respect of any Cargo is based on either weight or measurement, it shall be calculated on the weight or measurement of the Cargo, whichever is greater.

#### **8.6. Minimum Billing Charge**

All invoices issued by the Operator for any service, or combination of services, as provided in this Tariff shall be subject to a minimum billing charge of \$150.00 per invoice.

#### **8.7. Reduction of Charges**

No reduction of charges provided in this Tariff shall operate to reduce the amount payable for any service below minimum charge for that service set out in this Tariff. Under no circumstances will any amount due under this tariff be subject to any deduction, reduction, set-off or waiver of any kind. All amounts are to be paid in full as and when due.

#### **8.8. Materials Supplied**

Charges for any material furnished in connection with any services performed by the Operator shall be based on the actual cost of the material plus fifteen percent (15%).

#### **8.9. Verification of Weights and Measurements**

Shipping weights and measurements shown on Bills of Lading, Waybills or other shipping documents are subject to checking by the Operator and the actual scale weight or measurement of the Shipment as determined by the Operator will govern rating and billing. The costs or fees incurred to determine the correct weights and measurements, if the weights and measurements provided by the User were incorrect, shall be at the expense of the User. The Operator has the right but does not have any obligation or duty to check the weights and measurements provided by the User. User assumes all risk and liability if the weights and measurements provided to the Operator are incorrect or inaccurate.

#### **8.10. Rates Subject to Change**

The rates set out in the Fee Schedule and this Tariff, and any revisions or supplements thereto, are based upon ordinary traffic and labour conditions. If and when these conditions change because of demands of labour for increased wages, strikes, congestions or other causes not reasonably within the control of the Operator, resulting in an increased cost of service, the rates are subject to change without notice or the charge for the services may be assessed on the basis of man-hour and equipment.

#### **8.11. Charter Party Agreements, Sales Contract, etc.**

The existence of any agreement in connection with a charter party, sales contract, or otherwise, which purports to relieve a User, Vessel, Vessel Owner, Cargo Owner, the Vessels' agent or operator, of any charge properly assessable against same, shall not

relieve said User, Vessel, Vessel Owner, Cargo Owner, the Vessels' agent or operator from liability for the payment of such charge under the Fee Schedule and/or this Tariff.

**END OF SECTION**

## **9. HAZARDOUS SUBSTANCES**

### **9.1. No Hazardous Substances on the Berth Corridor**

The Users shall keep the Berth Corridor free of all Hazardous Cargo and Hazardous Substances and not cause or permit the Berth Corridor or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Cargo and Hazardous Substances. The User shall not cause or permit anything to be done on or to the Berth Corridor which might result in Hazardous Substances contaminating the Berth Corridor or any adjacent lands, groundwater or adjacent bodies of water.

### **9.2. Remediation**

The Users shall be responsible for and shall bear the cost of any and all remediation of any contamination caused by Hazardous Cargo and/or Hazardous Substances relating to or caused by the User, any Vessel or Cargo or any employee, officer, guest, contractor or invitee of the User, Vessel or Cargo. Remediation shall be performed to the standard and requirements of the Authority.

### **9.3. Notice**

The Users shall, as soon as possible, advise the Operator, in writing, of any spilling, leaking or other contamination on, near or adjacent to the Berth Corridor, no matter the cause. The User shall not be willfully blind to actual or suspected events of contamination, either directly on the Berth Corridor or migrating from adjacent property.

### **9.4. Indemnification**

Except to the extent it occurs directly and solely as a result of the proven negligence or willful misconduct of the Operator, and in addition to the obligations of the User in **Section 7** of this Tariff, the User shall indemnify, defend and save harmless the Operator for the costs and expenses (direct or indirect) relating to any contamination and related remediation of any Hazardous Cargo and/or Hazardous Substances for which User is responsible and in respect of all claims for bodily injury (including death), property damage or other loss or damage, including damage to property in or outside the Berth Corridor, arising out of or in any way connected with contamination and related remediation of Hazardous Substances for which the User is responsible. If User is responsible for indemnification of the Operator under this subsection, such responsibility shall not be less than the Operator's responsibilities to the Authority as its contractor for the management of the Berth Corridor.

**END OF SECTION**

## **10. VESSEL and VESSEL OPERATOR RESPONSIBILITIES**

### **10.1. Vessel Security**

The Vessel Owner, as well as any other User, shall ensure that the Vessel shall comply in all respects with the requirements of the *Marine Transportation Security Act*, S.C. 1994, c. 40 (the “**MTS Act**”) and the *Marine Transportation Security Regulations*, SOR/2004-144 (the “**MTS Regulations**”) made pursuant to the MTS Act and warrants that the operator of a Vessel as defined in the MTS Regulations will comply with all requirements of the MTS Act and the MTS Regulations and any amendments thereto.

### **10.2. Vessel Liability**

The Vessel Owner and Vessel shall jointly and severally, indemnify, defend and save harmless the Operator and the Authority from any and all loss, damage costs, expenses, damages or losses whatsoever which either or both the Operator or the Authority may incur, caused or occasioned as a result of the use by or the presence of the Vessel Owner, the Vessel and/or its crew at the Berth Corridor; including but not limited to personal injury, death, physical damage to property, consequential and economic loss, caused directly or indirectly by:

- a. The failure of the Vessel, Vessel Owner or the operator of a Vessel to comply with the requirements of the MTS Act, the MTS Regulations and any amendments thereto, specifically including but not limited to any Hazardous Substances discharge and/or spill.
- b. From any claims whatsoever arising from or related to the presences of or use by the Vessel of the Berth Corridor.
- c. The Vessel or any part of the Vessel making contact with or anyway damaging the Berth Corridor, the Berth Structure and/ or any other property or equipment located on the Berth Corridor.
- d. The Vessel sinking, blocking or otherwise impeding or interfering with the use or safe navigation to or from the Berth Corridor.
- e. Any breach of its duties or violation of the provisions of this Tariff and/or the Fee Schedule.
- f. The negligence of the Vessel, Vessel Owner or any other User related to either of them.

### **10.3. Vessel Credit**

The Berthage Fee, Wharfage Fee and Operator Charges and liabilities incurred during the time a Vessel is at the Berth Corridor are incurred on the credit of the Vessel and the Operator shall have a right of action against the Vessel for all such items.

### **10.4. Cumulative Obligations**

The obligations of the Vessel Owner, as well as any other User under this **Section 10**, are cumulative and are in addition to and not in substitution for or in limitation of any other similar provisions as set forth in this Tariff or the Fee Schedule.

**10.5. Reservation of Rights**

In the event any of the events occur as provided in this **Section 10**, the Operator reserves the right to remove, replace or repair, or otherwise cause to be removed, replaced or repaired, any and all such damage at the expense of such Vessel Owner or other User, responsible for such damages.

**END OF SECTION**



## **11. CARGO**

### **11.1. Cargo Received or Delivered**

All Import Cargo must be immediately removed from the Berth Corridor as part of the discharge operation, unless the User has made prior arrangements with the Operator for the Cargo to remain on the Berth Corridor. Cargo for Export may only be delivered to the Berth Corridor, by appointment made with the Operator. Any User wanting to deliver Cargo to the Berth Corridor must contact the Operator, as provided in the Index to this Tariff and follow the instructions given by the Operator.

### **11.2. Operator Not responsible / Cargo at User's Risk**

All Cargo (Inbound, Outbound or awaiting Transshipment) while at the Berth Corridor shall be at the Cargo Owner's or other Users' risk for all purposes whatsoever. At all times, whether the Cargo is in Free Time or Demurrage, **Section 7** of this Tariff shall apply without exception.

### **11.3. Cargo Free Time**

Designated Cargo shall be allowed a Free Time period at the Berth Corridor, as provided in Attachment E to this Tariff. After the expiration of the stated Free Time for that Cargo, the Demurrage charges in Attachment E shall apply as provided in **Subsection 4.8** of this Tariff.

- a. Any Cargo rebooked to another Vessel shall not be given any additional Free Time.
- b. Cargo being redelivered to an Inland Carrier, as provided at **Subsection 11.4** of this Tariff or Transshipment Cargo shall not be given any additional Free Time.
- c. Failure to properly make arrangements for pickup of Cargo as provided in **Subsection 4.6** of this Tariff will not extend Free Time.
- d. In the Operator's sole discretion Free Time may be extended to prevent congested or inefficient operations on the Berth Corridor. The Operator will notify User of such an event and set a new date for pick up and the Free Time for that Cargo will be extended to the pickup date designated by the Operator.
- e. Free Time will automatically be cancelled for any Cargo upon receipt of a notice from the Operator under **Subsection 11.5** of this Tariff.

### **11.4. Redelivery and Transshipment Cargo**

The charge or charges on Cargo received at the Berth Corridor for delivery to a Vessel which, due to conditions unforeseen at the time of receipt, must be redelivered to an Inland Carrier, shall be the same as defined in the Fee Schedule and this Tariff as that applicable to Cargo delivered and loaded to a Vessel at the Berth Corridor. For Cargo which is Transshipped, all charges will be charged in accordance with the rates and charges as defined in the Fee Schedule and this Tariff for Import and Export Cargo.

### **11.5. Compulsory Removal of Cargo**

The Operator may, require the removal of Cargo that, in the Operator's sole opinion and discretion: (a) it deems to be Hazardous Cargo or likely to damage human health, other

Cargo or other property or may contain a Hazardous Substance; or (b) is not in a condition for properly being handled at the Berth Corridor; or (c) that is on the Berth Corridor without permission; or (d) that is on the Berth Corridor beyond the allowed Free Time. Such removal shall be, on a joint and several bases, at the expense of any Users, including the Cargo Owner and the Vessel Owner that carried the Cargo in the case of an Import Shipment or the Cargo Owner and the Vessel Owner that was scheduled to carry the Cargo in the case of an Export Shipment. Upon the receipt of such notice, the applicable User, Cargo Owner or Vessel Owner shall remove the Cargo immediately. The Operator may, at the risk and expense of the applicable User, Cargo Owner or Vessel Owner, remove, store, relocate or dispose of any Cargo that is not removed as required by this Subsection. The Operator shall not be responsible for any loss or damage of whatsoever nature and howsoever caused, even if caused by an act, omission or the negligence of the Operator, in respect of the removal, storing, relocating or disposing of Cargo under this Subsection. All costs and expenses incurred by the Operator under this Subsection shall be immediately due and owing.

#### **11.6. Demurrage – Railcars or Vessels**

The Operator is not responsible or liable for any delay, interruption or interference with the delivery, loading, unloading or other handling of Cargo or other operations or services on the Berth Corridor howsoever caused, even if caused by an act, omission or the negligence of the Operator or the Authority.

#### **11.7. Lien and Power of Sale**

The Operator reserves the right to withhold or prevent delivery of Cargo until all accrued and unpaid charges and fees or advance charges against the Cargo have been paid in full. As security for the payment of any amounts due under this Tariff, the Operator shall have a general lien over all Cargo, Bills of Lading, Waybills, permits or other documentation in its possession. Such lien shall not be affected by any temporary or partial extinction of any indebtedness due to the Operator. The lien shall extend to cover the cost of recovering sums due, including any legal or other fees as incurred, and the Operator shall have the right to sell Cargo that is subject of a lien by public auction or private sale without notice to the Cargo Owner, Vessel Owner or other Users. The Operator shall not be responsible for any loss or damage of whatsoever nature and howsoever caused, even if caused by an act, omission or the negligence of the Operator in the enforcement by the Operator of such lien or power of sale.

#### **11.8. Representation as to ownership of a Vessel**

Any User that is not the actual or registered vessel Owner, by requesting the use of the Berth Corridor, as provided under **Subsection 2.3**, represents and warrants that they are doing so on their own behalf and on behalf of the actual or registered Vessel Owner.

**END OF SECTION**

## **12. RESOLUTION AND GENERAL TIME LIMIT**

### **12.1. Dispute**

All Disputes between the Operator and any User, except for (i) a Dispute relating to loss, destruction or damage to Cargo which shall be exclusively resolved under the terms of Section 7 of this Tariff and (ii) a Dispute relating to the Fee Schedule which shall be exclusively resolved under the terms of **Subsection 12.2** of this Tariff, shall be resolved as provided in **Subsections 12.3 and 12.4** of this Tariff. If there is a Dispute between a User and the Operator as to the application or calculation of a Berthage Fee, Wharfage Fee or any other charge under the Fee Schedule or this Tariff, the User shall pay the Operator the amount or amounts as invoiced that are under Dispute prior to commencing the resolution of the Dispute as provided in this **Section 12**. Failure of the User to make the payments under Dispute shall allow the Operator, at its option, the right to restrict any further use of the Berth Corridor by the User or to place the User and all parties related to such User on a pre-paid cash basis for any further use of the Berth Corridor or to exercise any other rights under this Tariff or the Fee Schedule as to that User and any related Cargo.

### **12.2. Disputes Relating to the Fee Schedule**

All Disputes relating to the interpretation, application or payments under the Fee Schedule shall be referred to the Authority, in writing, for the Authority's interpretation. The User shall state the details supporting its Dispute in writing to the Operator. The Operator shall forward the user's statement to the Authority with such comments as it feels are necessary. User shall receive a copy of such transmittal. If the Dispute involves any payments, the User shall continue to make the payments in Dispute until the Authority responds. The decision of the Authority will be final.

### **12.3. Mutual Agreement**

The parties will initially try to resolve any issues between them by elevating the issue to the senior executives of both parties, and thereafter, at the written request of either party, by appointment of a mediator. The parties shall participate in a structured negotiation with a mediator pursuant to the Commercial Mediation Rules of the British Columbia International Commercial Arbitration Centre.

### **12.4. Arbitration**

If the parties are unable to resolve the Dispute through mediation, at the written request of either party, the Dispute shall be referred to be finally resolved by arbitration pursuant to the Commercial Arbitration Act of Canada and the Rules for International Commercial Arbitration Proceedings of the British Columbia International Commercial Arbitration Centre; provided that there shall be a single lawyer or arbitrator who shall have significant technical training and experience respecting port and harbour related activities, and who shall be an experienced arbitrator with no prior involvement in the Dispute and will have significant experience in the type of matter under Dispute. Such arbitrator shall be appointed by the parties by mutual agreement, and if the parties fail to agree upon the arbitrator within thirty (30) days of either party requesting in writing such agreement, such arbitrator shall be appointed pursuant to the provisions of the

Commercial Arbitration Act of Canada. The award and decision of the arbitrator with respect to the Dispute shall be final and binding upon the parties. Unless otherwise required by law, the parties agree that, for the purposes of any arbitration arising hereunder, any appeal from a decision of the arbitrator or of any other matters arising out of such arbitration, shall be referred to the Supreme Court of British Columbia.

#### **12.5. Costs of Disputes**

The parties agree that they will each be responsible for all of their own costs of mediation or arbitration referred to above, including their own costs of legal counsel, presentation and representation. All fees and expenses of the mediator and arbitrator(s) and administrative costs of mediation and arbitration, including the costs of the hearing room, shall be equally shared by both parties.

#### **12.6. Funds Paid in Dispute**

Any funds paid by User during the period of the Dispute that are determined, as provided in this **Section 12**, to have been paid incorrectly shall be credited to the User's account or returned to the User, without interest, upon the resolution of the Dispute.

#### **12.7. General Time Limit**

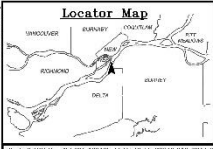
In relation to any Dispute or claim arising out of or in connection with this Tariff as against the Operator must be brought within one year from the date any such Dispute or claim arose, failing which the Operator shall be discharged from all liability in respect of any such Dispute or claim.

#### **12.8. Applicable Law**

This Tariff shall be governed in all respects, including validity, interpretation and affect, by the laws of the Province of British Columbia and the laws of Canada applicable therein and in cases where federal and provincial laws conflict, the federal law shall prevail. The parties shall attorn only and exclusively to the jurisdiction of courts of the Province of British Columbia save and except in the circumstances where the Federal Court has exclusive jurisdiction.

**END OF SECTION**

**ATTACHMENT A**  
 Lots D,E,& F



DELTA DISTRICT - JULY 25 12:13: VPPA PLAN S2012 636 2214 000  
 TOTALS: 20 16 250 2017 000 20 17 358 AND PLAN 2013 203  
 NOTES:  
 1. DISTRICTS ARE 400000 N. INTERNATIONAL METERS AND  
 DECIMALS. THEREOF.  
 2. BEARINGS ARE L. T. M. AND ARE DERIVED FROM OFFICE  
 CONTROL SURVEY.  
 3. PRIOR TO COMPUTATION OF L. T. M. COORDINATES, MULTIPLY  
 DISTANCES BY CORRECTION SCALE FACTOR 0.999955.  
 4. PLAN DIMENSIONS AND COORDINATES ARE SUBJECT TO  
 SURVEY.  
**CERTIFIED CORRECT**  
 on the 19th day of July 2018  
**SATNAM SINGH SENGHERA**  
 Senior Engineering Survey Technician

LEASED PREMISES	
PARCEL AREAS	
PCL 'A' (LAND)	= 347,059m <sup>2</sup> (85.76ac)
PCL 'B' (LAND)	= 20,694m <sup>2</sup> (5.13ac)
PCL 'C' (LAND)	= 13,396m <sup>2</sup> (3.31ac)
PCL 'G' (LAND)	= 3,695m <sup>2</sup> (0.91ac)
PCL 'H' (LAND)	= 1,525m <sup>2</sup> (0.38ac)
PCL 'I' (LAND)	= 23m <sup>2</sup> (0.01ac)
PCL 'J' (LAND)	= 26,380m <sup>2</sup> (6.57ac)
PCL 'K' (LAND)	= 27,664m <sup>2</sup> (6.84ac)
TOTAL AREA	= 440,435m <sup>2</sup>
BERTH CORRIDOR	
PARCEL AREAS	
PCL 'D' (LAND)	= 25,030m <sup>2</sup> (6.19ac)
PCL 'E' (LAND)	= 16,207m <sup>2</sup> (4.00ac)
PCL 'F' (WATER)	= 21,432m <sup>2</sup> (5.30ac)
TOTAL AREA	= 62,669m <sup>2</sup>

- DESCRIPTION OF PROPERTY**
- LEASE AREAS FRONTING
1. PARCEL J (PLAN WITH FEE DEPOSITED 4474676) SECTIONS 27, 28 AND 33 BLOCK 5 NORTH RANGE 3 WEST EXCEPT PART ON REF. PLAN 85186 N. W. D.
  2. PARCEL K (PLAN WITH FEE DEPOSITED NO. 4449466) SECTIONS 27, 28 AND 33 BLOCK 5 NORTH RANGE 3 WEST N. W. D.
  3. PARCEL C (REF. PLAN 56856) LOT H DISTRICT LOT 312 GROUP 1 N. W. D. PLAN 927
  4. PARCEL D (REF. PLAN 56856) LOT H DISTRICT LOT 312 GROUP 1 N. W. D. PLAN 927
  5. DISTRICT LOT 251 GROUP 1 EXCEPT FIRSTLY: PARCEL A (REF. PLAN 22303) SECONDLY: PARCEL B (REF. PLAN 56856) N. W. D.
  6. PART OF THE BED OF THE FRASER RIVER (ANNACIS CHANNEL)
  7. PART OF THE BED OF THE FRASER RIVER (ANNACIS CHANNEL)

DATE	BY	FOR	REFERENCE	NO.	DATE	REVISION	BY	FOR
2018/07/19	B. Adams	Issue						
2018/07/19	B. Adams	Issue						

CITY OF VANCOUVER VANCOUVER FRASER PORT AUTHORITY DISTRICTS DEPARTMENT	DRAWN BY: 201 CHECKED BY: 19-102-2018 DATE: 19-10-2018 TITLE: LEASE SHEET NO.: 26/36 SHEET NO.: 37/45	WWL VEHICLE SERVICES CANADA LTD. LEASE AREAS AS DESCRIBED ABOVE UNDER "DESCRIPTION OF PROPERTY" CITY OF DELTA LEASE PLAN No. 2018-093 SHEET 1 of 1
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**Attachment B**  
**SOA Operator Insurance Requirements**  
**under the**  
**REVISED AND RESTATED**  
**BERTH SERVICES TARIFF AGREEMENT**  
**ANNACIS ISLAND FRASER RIVER BERTH**

Each SOA Operator and any other User of the Berth Corridor having a similar extended operation or activity on the Berth Corridor shall obtain, maintain and pay for, insurance or insurance policies as follows:

- a. Commercial General Liability Insurance (“GL”) in an amount not less than FIFTEEN MILLION DOLLARS (\$15,000,000.00) per occurrence, to cover all operations of the SOA Operator at or about the Berth Corridor. Such insurance shall include the following endorsements:
  - (a) Contractual Liability;
  - (b) Non-owned Automobiles;
  - (c) Products and Completed Operations;
  - (d) Broad Form Property Damage;
  - (e) Cross Liability;
  - (f) Employees as Additional Insureds;
  - (g) Contingent Employer's Liability;
  - (h) Personal Injury; and
  - (i) Contractor's Legal Liability (if applicable).
- b. Automobile Liability Insurance (“Auto”) in an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) per accident for all licensed vehicles owned, leased, rented, or used by the SOA Operator on the Berth Corridor.
- c. Stevedore or Terminal Operators Liability Insurance (“TOLL”) in an amount not less than FIFTEEN MILLION DOLLARS (\$15,000,000.00) per occurrence to cover all operations on or about the Berth Corridor, including pollution (on a sudden and accidental basis) to cover the release of pollutants resulting from the use and occupancy of the Berth Corridor.
- d. Workers' Compensation Coverage (“WC”) in respect of all SOA Operator's employees, workers and servants engaged in any work in or upon the Berth Corridor or in the event workers' compensation coverage is not available under the applicable legislation, contingent employer's liability insurance in lieu thereof.

**Terms of General Application:**

1. The GL, Auto and TOLL insurances specified above, shall name the Authority and the Operator and as Additional Insured, namely:

**Authority** –Vancouver Fraser Port Authority, a corporation established pursuant to the Canada Marine Act, having a place of business at 100 The

Pointe, 999 Canada Place, Vancouver, British Columbia, V6C 3T4; and includes the officers, directors, employees, servants and agents of the Vancouver Fraser Port Authority.

**Operator** –WWL Vehicle Services Canada, Ltd., a company incorporated under the laws of British Columbia having an office at #100, 820 Dock Road, Delta, British Columbia V3M6A3, Canada, and includes all directors, officers, employees, agents, representatives, authorized external advisors and other third parties acting on the company's behalf.

2. The GL, Auto and TOLL insurances specified above, shall contain a cross liability endorsement and provision providing that any act or breach of a condition of any policy on the part of any of the insureds shall not prevent recovery by another insured, including a claim by one insured as against another insured.
3. All insurance policies shall be in a form and with insurers acceptable to the Additional Insured.
4. All insurance policies are primary and shall not call upon any contribution by any insurance (including self-insurance) carried by the Additional Insured. All insurance policies shall be issued by insurers licensed to do business in the Province of British Columbia.
5. Every policy of insurance shall contain a provision that the insurers shall provide the Additional Insured with SIXTY (60) days written notice of cancellation of or material change to the policy.



**Attachment C**

**VESSEL AGENT AGREEMENT**

This Vessel Agent Agreement (this "Agreement") dated as of \_\_\_\_\_, 202\_ is by and between:

\_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ (the "Agent").

**AND**

\_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ (the "Principal").

**WHEREAS:**

- a. WWL Vehicle Services Canada, Ltd., a company incorporated under the laws of British Columbia and having a place of business at #100, 820 Dock Road, Delta, British Columbia, V3M 6A3 (the "Operator") has been authorized by the Vancouver Fraser Port Authority (the "Authority") to act as its "Operator" of the berth area on Annacis Island, Delta, British Columbia (the "Berth Corridor") pursuant to the terms of the Authority's Fee Schedule prepared and issued by the Authority as notice pursuant to section 51 of the *Canada Marine Act*, S.C. 1998, c. 10, currently dated effective January 1, 2016, but as may be amended, revoked, replaced or otherwise altered by the Authority at any time (the "Fee Schedule"); and
- b. The Operator has accepted the appointment and has issued that certain Berth Services Tariff Agreement for Annacis Island Fraser River Berth currently dated effective January 1, 2023, but as may be amended, revoked, replaced or otherwise altered by the Operator at any time without notice (the "Tariff").
- c. Principal has business reasons, from time to time, to want to have the Agent arrange for the berthing of Vessels at the Berth Corridor and make such other arrangements with the Operator as provided for in the Tariff.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. The Principal hereby appoints Agent as its Vessel Agent and hereby authorizes Agent to act on its behalf for all purposes with the Operator under the Tariff.
2. The Principal agrees to be bound by the terms of the Tariff and the Fee Schedule. The terms and conditions of the Tariff and the Fee Schedule are hereby incorporated in to this Agreement by reference, as if fully set forth herein. All capitalized terms used herein without definition are used as defined in the Tariff and if not defined therein, as defined in the Fee Schedule.

3. The Principal acknowledges and agrees the Agent shall provide a copy of this Agreement to the Operator and that the Operator will rely on the appointment and representations in this Agreement while dealing with the Agent and the Vessels of the Principle. The Operator is a third party beneficiary of the terms of this Agreement. Operator has no liability or obligations under this Agreement.
4. It is further agreed by the Principal, for the benefit of the Operator and the Authority, that the use of the Berth Corridor, the services provided and charges incurred are all provided on the credit of the Vessel and the Operator and Authority shall have the right of action against the Vessel for the payment of any amounts due and owing.
5. As to the Operator and the Authority this Agreement may be relied upon until the Operator receives 30 days advance written notice of its cancellation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first set forth above.

\_\_\_\_\_ (Principal)

\_\_\_\_\_ (Agent)

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**ATTACHMENT D**  
**BERTH APPLICATION INFORMATION FORM**

Vessel Agent Name:  
Vessel Name:  
Vessel Owner:  
Vessel Operator:  
L.O.A. of Vessel:

Estimated Arrival Date/Time:  
Estimated Departure Date/Time:

Cargo Types to be handled (ATTACH ADDITIONAL PAGES IF NEEDED)

Quantity (by type of Cargo include Cargo Control numbers for all cargo):

Inbound  
Outbound  
Transhipped

Cargo Control Number \_\_\_\_\_

Cargo Control Number \_\_\_\_\_

Cargo Control Number \_\_\_\_\_

Cargo Control Number \_\_\_\_\_

Cargo Control Number \_\_\_\_\_

Name and contact information of the person(s) in your company that will be responsible for this Vessel:

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Vessel Agent hereby seeks to arrange for the berthing of the above Vessel at the Annacis Island Fraser River Berths under the terms and conditions of the Berth Services Tariff Agreement (the "Tariff") and attests to the accuracy of the above information. Vessel Agent hereby accepts responsibility for payment of all charges for the Vessel under the terms of Tariff while at the Berth Corridor and unless credit arrangements have been arranged shall deposit 125% of the Operator estimated charges, within 24 hours of the approval of this application. Agent acknowledges all such services are provided on the credit of the Vessel.

**Vessel Agent:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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**FOR OPERATOR USE ONLY**

**Berth Permit Approved for berthing on:** \_\_\_\_\_

**Conditions (if any):** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**Fee Schedule of Operator Charges (effective January 1, 2023)**

**This Fee Schedule is subject to all of the terms of the Tariff and specifically Section 4.1. BERTHAGE & WHARFAGE are charged on behalf of the Authority as per the Fee Schedule and are in addition to all the charges shown in this Attachment E.**

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**TERMINAL FEES**


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**IMPORTS / EXPORTS**

POV's	<b>\$225.00</b>	Each Includes Wharfage as set by the VFPA
Heavy Equipment (minimum 475.00)	<b>\$ 54.82</b>	Per metric tonne – plus Wharfage as set by VFPA
Break Bulk (minimum 475.00)	<b>\$ 54.82</b>	Per metric tonne – plus Wharfage as set by VFPA
Trailers (minimum 475.00)	<b>\$ 54.82</b>	Per metric tonne – plus Wharfage as set by VFPA
Non-Standard Cargo	<b>TBD</b>	Based on size - contact for quote
Missed Pickup Appointment Fee	<b>\$ 75.00</b>	Per each missed pickup appointment

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**Service and Facilities**

Automotive	<b>\$ 5.50</b>	Per imported new vehicle
High and Heavy/Bulk	<b>\$ 2.00</b>	Per metric tonne

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**DEMURRAGE - Automobile, including privately owned (POVs)**

Storage: - Imports discharge	<b>\$ 55.00</b>	applies after 10 Free working days from date of vessel
- Exports	<b>\$ 55.00</b>	applies earlier than the 5 Free working days before scheduled vessel departure

**DEMURRAGE - Heavy & Static Cargo (HEAVY EQUIPMENT & BREAK BULK)**

Storage: - Imports	<b>\$ 55.00</b>	Per working day after WWL established pick up day
- Exports	<b>\$ 55.00</b>	Per calendar day from day of scheduled vessel departure

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**LONGSHOREMAN CALL OUT FEES**

Based on 8 hr min.

On scheduled delivery day	<b>Included</b>
On non-scheduled delivery day	<b>TBD</b>

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**DUNNAGE & ABANDONED CARGO**

Administrative fee for the above      **15%**

Calculated on the costs incurred under Subsection 4.5 for dunnage removal Subsection 4.7 for disposal of abandoned cargo

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**WATER**

Fresh Water	<b>\$ 180.00</b>	Hookup fee
Fresh Water	<b>\$ 6.50</b>	Per cubic meter

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**FORKLIFT / LIFT TRUCK FEES**

Cost based on 4-hour min, needed most pickup days

Mobile Crane (as needed)

Lift truck under 3,629 kg

Lift truck 3,629 kg to 4,536 kg

Lift truck 4,536 kg and under 7,258 kg

Lift truck 7,258 kg and under 15,875 kg

Lift trucks over 4,536 Kgs require 3 days of notification for use

**Cost pass through / appointment basis**

**\$800.31**

**\$951.72**

**\$1575.00**

**\$2526.55**

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**MAFIS**

Mafi to be reviewed on a case by case basis

Mafi Storage – 7 days free

Mafi Storage – 8-14 days

Mafi Storage – 15 plus days

**\$55.00 Per Day**

**\$110.00 Per Day**

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