**Marine Terminal Operator Schedule**

**Original Publication Date: July 1, 2019**

This Marine Terminal Operator Schedule (this “Schedule”) is issued by AVP Marine, a Georgia limited liability co, (AVP) under the authority of the Federal Maritime Commission (46 CFR Part 525) and supersedes all previously issued schedules.

This Schedule shall be applicable to the AVP operation and services within the Port of Brunswick, Georgia Ports Authority (GPA).

**Published by**

**AVP Marine, LLC**

**200 Joe Frank Harris Blvd**

**Brunswick, Ga 31523**

Table of Contents

[Section One: General Information and Definition 4](#_Toc359320379)

[100: SCOPE OF SCHEDULE 4](#_Toc359320380)

[101: WRITTEN AGREEMENTS 4](#_Toc359320381)

[102: PORT OF BRUNSWICK (GPA) TERMINAL TARIFF 4](#_Toc359320382)

[103: PRIOR SCHEDULES 5](#_Toc359320383)

[104: DEFINITIONS 5](#_Toc359320384)

[Section Two: Insurance and Liability 9](#_Toc359320385)

[200: LIMIT OF LIABILITY 9](#_Toc359320386)

[201: PER PACKAGE OR CUSTOMARY FREIGHT UNIT LIMITATION 9](#_Toc359320387)

[202: EXCLUSIONS OF LIABILITY 9](#_Toc359320388)

[203: NO CONSEQUENTIAL OR INDIRECT DAMAGES 10](#_Toc359320389)

[204: OPTION TO REPLACE CARGO 10](#_Toc359320390)

[205: FORCE MAJEURE 10](#_Toc359320391)

[206: DAMAGE CAUSED BY USER 10](#_Toc359320392)

[207: OIL SPILLS AND OTHER POLLUTION INCIDENTS 11](#_Toc359320393)

[208: NO INSURANCE PROVIDED 11](#_Toc359320394)

[209: RIGHT TO SUE 11](#_Toc359320395)

[Section Three: Payments and Credit 12](#_Toc359320396)

[300: MANIFESTS OF CARGO 12](#_Toc359320397)

[301: PAYMENT OF CHARGES: 12](#_Toc359320398)

[Section Four: Services 13](#_Toc359320399)

[400: SCOPE OF SERVICES 13](#_Toc359320400)

[401: DELIVERY INSTRUCTIONS 13](#_Toc359320401)

[402: INSPECTION OF CARGO 13](#_Toc359320402)

[403: DANGEROUS AND HAZARDOUS CARGO 13](#_Toc359320403)

[404: DOCK RECEIPTS 14](#_Toc359320404)

[405: DELIVERY ORDERS 15](#_Toc359320405)

[406: FREE TIME 15](#_Toc359320406)

[407: STEVEDORING 15](#_Toc359320407)

[Section Five: Miscellaneous 16](#_Toc359320408)

[500: NATSS IS NOT AN INTERMODAL EQUIPMENT PROVIDER 16](#_Toc359320409)

[501: REMOVAL OF REFUSE MATERIALS 16](#_Toc359320410)

[502: REMOVAL OF OBJECTIONABLE CARGO 16](#_Toc359320411)

[503: REMOVAL OF ABANDONED CARGO 16](#_Toc359320412)

[504: PARTY’S REQUESTS AND COMPLAINTS 16](#_Toc359320413)

[505: SMOKING ON PREMISES 17](#_Toc359320414)

[506: TERMINAL NOT A PUBLIC THOROUGHFARE 17](#_Toc359320415)

[507: SCHEDULE 17](#_Toc359320416)

[Section Six: Rates and Charges 18](#_Toc359320417)

[600: ABREVIATIONS 18](#_Toc359320418)

[601: SERVICE AND FACILITY CHARGE (Rate per Measurement Ton unless otherwise specified) 18](#_Toc359320419)

[602: LINE HANDLING CHARGE 18](#_Toc359320420)

[603: DECLARATION OF CARGO VALUE (AD VALORUM) 18](#_Toc359320421)

[604: NIGHT OR WEEKEND TERMINAL GATE RECEIVING AND DELIVERY CHARGE 19](#_Toc359320422)

[605: STEVEDORING (VESSEL LOADING AND UNLOADING) 19](#_Toc359320423)

[606: TRUCK UNLOADING CHARGE 19](#_Toc359320424)

[607: OTHER SERVICE 19](#_Toc359320425)

608: BILLABLE LABOR COSTS FOR OTHER SERVICES AND NOT OTHERWISW SPECIFIED……………………19

609: DEMMURAGE AND STORAGE……………………………………………………………………………………………………19

# Section One: General Information and Definition

## 100: SCOPE OF SCHEDULE

This Schedule, and all of its terms and conditions, shall be binding upon all users of the Terminal and upon all persons or entities who engage or receive the Services described in this Schedule regardless of whether such user, person, or entity had actual notice of this Schedule or its terms and conditions prior to its use of such Terminal, or its engagement or receipt of such Services.

This Schedule and AVP’s responsibilities herein shall only apply during the period AVP has responsibility for the care, custody and control of the Cargo. AVP is not responsible for and will not take care, custody or control of any Cargo or other items brought to or left on the Terminal that have not been processed and received by AVP in the manner provided for in this Schedule.

## 101: WRITTEN AGREEMENTS

AVP may also enter into written agreements with users of the Terminal and/or Services on terms and conditions agreed to between the parties. In the event of any conflict between the terms or conditions of this Schedule and the terms or conditions of the written agreement, unless otherwise specifically provided for in the written agreement, the terms of the written agreement shall govern. Otherwise, any terms of this Schedule not inconsistent with such written agreement shall be deemed incorporated by reference into that written agreement.

## 102: GPA TARIFF

The rates, terms and conditions of the Port of Brunswick tariff entitled “Georgia Ports Authority” MTO Schedule 5-A ” and any and all revisions, amendments or restatements (the “Harbor Tariff”) are incorporated herein by reference as if fully set forth in this Schedule. In the event of any conflict between the terms and conditions of this Schedule and the Harbor Tariff, the terms and conditions of this Schedule shall govern. To the extent there is no conflict between the terms of this Schedule and the terms of Harbor Tariff, the two documents are to be interpreted as one document. Anyone using the Terminal or Services under this Schedule must also comply with the applicable terms and conditions of the Harbor Tariff, including but not limited to those terms and conditions relating to access, safety and conduct.

## 103: PRIOR SCHEDULES

This Schedule will replace and cancel any and all prior published or unpublished tariffs, schedules or rate sheets previously issued by AVP effective, when this Schedule becomes effective.

## 104: DEFINITIONS

The terms and definitions used in this Schedule are as provided by the requirements of 46 CFR Part 525.

104.1: “Abandoned Cargo” shall mean Cargo that remains on the Terminal for more than 60 days following the discharge from a Vessel or following the tender to AVP, in the absence of a written storage agreement.

104.2: “Application of Rates” shall mean the rates, charges, rules and regulations named or incorporated into this Schedule for Services and/or the use of the Terminal at the time or during the period the Service or use occurs.

104.3: “Cargo” shall mean all goods, property or items, indicated by a party requesting the use of the Terminal or Services under this Schedule and includes but is not limited to the following commodities: Ro-Ro Cargo, break bulk cargo of all types, forest products, and recreational boats.

104.4 “Customary Freight Unit” shall mean 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 Schedule.

104.5 “Delivery Order” shall mean the document provided for in Section 405 required to be presented as part of the process of picking up inbound/import Cargo from the Terminal.

104.6 “Dock Receipt” shall mean the document provided for in Section 404 required to be presented for outbound/export Cargo at the time AVP accepts the Cargo at the Terminal.

104.7 “Force Majeure” shall have the meaning as defined in Section 205 of this Schedule.

104.8 "Free Time" shall mean the period of time, specified in the Harbor Tariff, immediately prior to the loading or subsequent to the discharge of such Cargo, when such Cargo may occupy space assigned to it on the Terminal, before the Cargo becomes subject to Wharf Demurrage or Terminal Storage charges.

104.9 "Handling" shall mean the Service of physically moving Cargo between places on the Terminal, excluding the Cargo movements required for stevedoring.

104.10 “Harbor Tariff” shall have the meaning as defined in Section 102 of this Schedule.

104.11 “Legal Holidays” shall mean the following: New Year's Day (closed), President’s Day, Good Friday, Memorial Day (closed), Fourth of July (closed), Labor Day (closed), Veteran’s Day, Thanksgiving Day (closed), day after Thanksgiving Day, Christmas Eve, Christmas Day (closed). Any other National or State holidays created by Executive Authority or declared by the Harbor Tariff.

104.12 “BLANK”

104.13 “Other Services” shall mean any work or use, not otherwise specifically provided for in this Schedule or the Harbor Tariff, provided by AVP at the request of a party associated with Cargo on the Terminal; including, but not limited to, Sorting and Allocating, relabeling of Cargo, other documentation changes, survey, truck loading, and heavy lifts.

104.14 “Port of Brunswick” shall mean Georgia Ports Authority Colonels Island Terminal **,at Brunswick.**

104.15 “Package” shall mean any container, van, trailer, pallet, or other types of cargo unitization whatsoever.

104.16 “AVP” means AVP Marine, LLC, a Delaware limited liability company. AVP is not a common carrier or public utility and is the sole interpreter of this Schedule. At no time is any Terminal or Service user under this Schedule to be deemed a borrowed servant of the AVP.

104.17 “Point of Rest”: shall mean an area on the Terminal where Cargo ordinarily would be deposited when received, subject to noninterference with terminal operations; the actual point at which the Cargo is placed.

104.18 “Ro-Ro Cargo” shall mean any and all types of wheeled or tracked units of Cargo able to be moved on the Terminal and loaded or discharged from Vessels by rolling either self-propelled or towable that do not require any form of lifting including, but not limited to, new assembled motor vehicles, motor or electric vehicles (new or used, all types or description), heavy equipment, agricultural equipment, other tracked or wheeled units.

104.19 “Services” shall mean those tasks or duties performed or provided by AVP as provided in this Schedule, including those items incorporated by reference from the Harbor Tariff, while the Cargo is in AVP’s care, custody and control.

104.20 “Terminal Handling Charge” shall mean the charge, payable by the Vessel, its owners or operators, (unless other arrangements have been made with AVP, prior to the Terminal Handling Charge being incurred) for the Cargo that is loaded or discharged from that Vessel relating to the Services provided for the receipt, checking, care, custody and control of the Cargo in the transfer of the Cargo through the Terminal, including the use of the Terminal areas required in the receipt and delivery of the Cargo to and from the Vessel; however, specifically excluding: (i) Cargo Handling, stevedoring, Sorting and Allocating, loading or unloading operations costs or any Other Service or labor charges except those necessary to perform these tasks; (ii) Services or Terminal areas for which there are separate individual charges in this Tariff or the Harbor Tariff, including but not limited to, wharfage, dockage, Wharf Demurrage or Wharf Storage or similar items.

104.21 “Sorting and Allocating” shall mean any customer specific requests for any type of grouping, identification or segregation or other handling or manipulation of its Cargo not normally performed by AVP in providing its Services.

104.22 Symbols Used in the Schedule:

|  |  |
| --- | --- |
| SYMBOL | EXPLANATION |
| (A) | Increase |
| (C) | Change in wording which results in neither Increase nor Reduction |
| (E) | Expiration |
| (I) | New or Initial Matter |
| (R) | Reduction |
| (S) | Special Case Matter |
| (W) | Same Day Withdrawal of Erroneous Data |
| X | Times (Measurement to Weight Ratio Factor) |
| % | Percent |
| ' | Foot (Feet) |
| " | Inch (es) |
| & | And |
| $ | Dollar(s) |
| / | or (Per) |

104.23 “Terminal” shall mean those areas of land, buildings or structures used by AVP in the performance of the Services.

104.24 “Truck Unloading/Loading" shall mean the Service of unloading or loading Cargo from a delivering truck to/from a Point of Rest on the Terminal with equipment provided by AVP.

104.25 "Usage" shall mean the use of the Terminal by a trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of the Terminal for any other gainful purpose for which a charge is not otherwise specified.

104.26 “Vessel” shall mean any floating craft of any or every description.

104.27 "Demurrage" shall mean a charge assessed against Cargo remaining in or on the Terminal after the expiration of Free Time, unless prior arrangements have been made with AVP.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

# Section Two: Insurance and Liability

## 200: LIMIT OF LIABILITY

AVP assumes no liability for loss or damage to Cargo handled or transshipped through the Terminal or for which AVP rendered Services or for any equipment brought on the Terminal, except as specifically provided for in this Schedule. AVP shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of the party using the Terminal or Services or its employees it agents or its other service providers. Nothing in this Schedule shall exculpate or relieve AVP from liability for its own negligence or to impose upon others the obligation to indemnify or hold-harmless AVP from liability for AVP’s own negligence. AVP shall be liable only for loss or damage to Cargo resulting from its own failure to exercise due and proper care in performing the Services or offering the Terminal provided for herein. Nothing in this Schedule is intended or should be applied to limit AVP’s liability for its own negligence to a greater degree than is permitted under the terms of 46CFR 525.2 (a) (i).

## 201: PER PACKAGE OR CUSTOMARY FREIGHT UNIT LIMITATION

In no case shall AVP be liable for loss or damage to Cargo in a sum in excess of $500 per Package of Cargo, or $500 per Customary Freight Unit for non Package Cargo, from any cause what so ever, unless the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other users of the Terminal or Services, prior to the commencement of such use of the Terminal or Services makes a written declaration to AVP of a higher value for the Cargo, as provided in Section 603 of this Schedule.

## 202: EXCLUSIONS OF LIABILITY

The responsibility for loss or damage to Cargo shall not include loss caused by a Force Majeure event as provided at Section 205 or a loss generally covered by insurance such as fire, heating, frost, freezing, leakage, evaporation, natural shrinkage, wasting or decay, animals, insects, leakage or discharge from fire protection or the elements. AVP shall have no liability for loss or damage to Cargo to the extent that the same is caused by the inherent vice of the Cargo or the insufficiency of packaging of or marks on the Cargo, for purposes of the foregoing, specifically: pleasure boat Cargo taken out of the water by AVP at the request of the Cargo interests and non-operating Ro-Ro Cargo, as provided below, shall be deemed to be included in these exclusions.

Unless prior to arrival at the Terminal, AVP is told that a piece of Ro-Ro Cargo is non-drivable or not operating and arrangements for towing or other means of handling the Ro-Ro Cargo are made, any Party tendering Ro-Ro Cargo to AVP warrants that the Ro-Ro Cargo is drivable and safe to operate, and such parties shall be responsible and liable to AVP and shall indemnify and hold harmless AVP for any and all losses, costs or damages (including personal injuries or deaths) incurred as a result of the tender of an undrivable or unsafe piece of Ro-Ro Cargo to AVP, except to the extent such loss, cost or damage is caused by negligence of AVP. The Party tendering the non-operable or unsafe Ro-Ro Cargo shall be liable for all extra costs and charges incurred for Handle.

## 203: NO CONSEQUENTIAL OR INDIRECT DAMAGES

AVP shall not be liable for any consequential damages, incidental damages or special damages or other similar indirect damages, including without limitation loss of revenue, profits or opportunities whether arising out of or as a result of breach of contract, warranty lost (including negligence), strict liability or otherwise.

## 204: OPTION TO REPLACE CARGO

AVP shall have the option, at its sole discretion, of replacing any lost Cargo or other property and/or replacing or repairing any damaged Cargo or other property.

## 205: FORCE MAJEURE

AVP will not be deemed responsible for its failure or delay in performance of any of its obligations under this Schedule or be liable for any delay, loss or damage of any kind, including but not limited to, delay, loss or damage to Cargo, arising from any one or a combination of the following events (collectively “Force Majeure”): strikes, boycotts, picketing, work stoppages, lockouts or similar labor difficulties or disruptions of any persons in its employ or in the service of others (including but not limited to, the Harbor District, other users of the port, ocean carriers calling at the Port) nor for any causes arising there from; nor any causes unavoidable or beyond its control, including but not limited to Acts of God (including but not limited to, earthquakes, tsunamis, floods, rains, hail or other weather created conditions) acts or states of war, riot, civil unrest or terrorism, or regulations or orders by any court or governmental authority (federal, state, county or local, including but not limited to the Harbor District); fire, explosion, local or national disruptions to transportation networks or operations, airborne contamination, fallout or pollution of any kind or any other similar cause which is not foreseeable and is beyond the control of AVP.

## 206: DAMAGE CAUSED BY USER

AVP accepts no responsibility for damages to the Terminal, Cargo, or other property or accidents occurring when its equipment and/or its operators or employees are furnished to perform work for others, except if caused by AVP's own negligence. All parties to whom transit sheds, mechanical equipment or other Terminal areas have been assigned by AVP shall be responsible and liable to AVP for any damage occurring to such property or to Cargo during their assignment, occupation and/or use without regard to whom shall cause the damage, except for that damage caused by AVP's own negligence. All such users or parties referred to above further agree to indemnify and hold harmless AVP for any and all personal injuries and/or property damage (including Cargo) caused by the negligence of the user or party or their agents, employees, invitees and/or servants.

## 207: OIL SPILLS AND OTHER POLLUTION INCIDENTS

All users of the Terminal and/or Services shall be responsible and liable to AVP and shall indemnify and hold harmless AVP for any and all losses, costs or damages incurred as a result of oil spills from Cargo, vehicles or equipment brought or used on the Terminal by that user of the Terminal or Service or other pollution incidents caused by them or their Cargo, including but not limited to clean up costs, costs of preventing subsequent discharges, and government imposed or GPA imposed charges, fees, fines and penalties, except to the extent that such losses, costs or damages are caused by the negligence of GPA. In the event of a pollution incident described hereunder, AVP, in its sole discretion or as required by the GPA, may either permit the user responsible to undertake clean-up efforts, or AVP may undertake such clean-up efforts itself or AVP may engage the services of a third party vendor to perform such clean-up. In the event that AVP chooses to perform pollution clean-up services itself, charges for such clean-up costs will be imposed upon the responsible user(s) at the current labor and drayage rates in this Schedule, and clean-up materials will be charged at cost plus a 15% administrative fee. In the event that AVP engages the services of a third party vendor to perform pollution clean-up services, charges for such clean-up costs will be imposed upon the responsible user(s) at the cost of the third party vendor plus a 15% administrative fee.

## 208: NO INSURANCE PROVIDED

The charges provided under this Schedule do not include insurance of any character. All parties using the Terminal or Services, by such use, warrant to AVP that said parties carry sufficient amounts of general liability, public liability, vehicle liability and worker's compensation insurance to cover their activities at the Terminal, including their employees, third party vendors, and transportation providers.

## 209: RIGHT TO SUE

AVP shall be discharged from any and all liability for any loss or damage to the Cargo or any claim of whatsoever kind, nature, or description with respect to or in connection with the Cargo or any parties use of the Services, Terminal or equipment provided for in this Schedule unless suit is brought against AVP within one year after delivery of the Cargo or the date when the Cargo should have been delivered. Suit shall not be considered "brought" for the purposes of this Section unless process shall have been actually served and/or jurisdiction obtained over AVP within the specified one year period.

# Section Three: Payments and Credit

## 300: MANIFESTS OF CARGO

The Master of any Vessel docked at a Terminal shall, upon demand, before departure of said Vessel, exhibit the enrollment or license of such Vessel showing tonnage and furnish a copy of the manifest of Cargo discharges. Manifests or summaries of all outbound cargo received at a Terminal for loading shall be furnished to AVP by the Vessel's owners or agents prior to sailing. The right is reserved to audit all manifests and use such audits as a basis for charges.

## 301: PAYMENT OF CHARGES:

301.1: Charges of AVP shall become due and payable upon presentation of invoice, except as hereinafter specified.

301.2 High volume (greater than 50 units per year) business entities doing business under this Schedule may apply for credit. Credit, which is extended at the discretion of AVP, requires payment within 30 days of the invoice date.

301.3 Failure to pay credit accounts within 30 days of the invoice date shall result in cancellation of credit privileges and the reestablishment of cash terms.

301.4 In addition to any other rights recognized by law, the right is reserved by AVP to withhold delivery of any Cargo, on which charges published in this Schedule are due and payable, until such time as these charges are paid in full.

301.5 AVP reserves the right to deny to anyone the use of the Terminal or Services under this Schedule until all past due accounts are paid.

301.6 Any invoices that are not paid within 30 days of invoice date shall accrue interest at the rate of 1% per month from the date of invoice. All returned checks shall be subject to a $25.00 per check surcharge.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

# Section Four: Services

## 400: SCOPE OF SERVICES

AVP shall provide at the request of the Vessel operator, Cargo interest or other party requesting Services, the Services provided for in this Schedule.

## 401: DELIVERY INSTRUCTIONS

In the absence of any delivery instructions before discharge of a Vessel is started, the Cargo will be handled to open area storage at the discretion of AVP and any expenses incidental to Handling the Cargo from that Point of Rest to another Point of Rest will be for the account of the receiver.

## 402: INSPECTION OF CARGO

AVP may enter upon and inspect any Vessel in berth at its Terminal to ascertain the kind and quantity of Cargo thereon and no person or persons shall hinder, molest or refuse entrance upon such Vessel for the purpose specified.

## 403: DANGEROUS AND HAZARDOUS CARGO

Parties, anticipating to use the Terminals or Services under this Schedule for dangerous Cargo must present permits from proper authorities, comply with the provisions of the Harbor Tariff and receive permission from AVP, and/or the GPA and related government authority (if any), before such or Cargo shall be received on or transferred at the Terminal.

The following data is required for the delivering of hazardous cargoes to the Terminal. All of the following must be complied with or the Cargo will not be received by AVP:

403.1: Complete shipper's name and address and, where possible, telephone numbers for emergencies.

403.2: Carrier listed either separately or in the billing letterhead.

403.3: Complete consignee's name and address, including the overseas port of destination on exports.

403.4: Proper DOT shipping name, which is the technical name of the chemical involved. It must be as listed in the Code of Federal Regulations Title 49-Part 172.101. NOTE: Use an application as described in 172.200 through 172.203.

403.5: Hazardous class of the material being shipped.

403.6: Kind and number of containers and individual weights or total weight.

403.7: Labels required.

403.8: Shipper's certification. A shipper's certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

This is to be accompanied by a legible signature of the person certifying.

403.9: Properly documented special instructions, exceptions or exemption information, if required.

## 404: DOCK RECEIPTS

No Cargo shall be received by AVP for export unless accompanied by a fully and accurately prepared Dock Receipt, either in hard copy paper form or in an approved electronic form, containing the following information. AVP may rely on all such information when dealing with the CARGO.

404.1: Shipper/Exporter.

404.2: Export references.

404.3: Forwarding agent-references.

404.4: Point and country of origin.

404.5: Domestic routing/export instructions.

404.6: Pier.

404.7: Exporting carrier (Vessel).

404.8 Port of discharge.

404.9 For transshipment to.

404.10: All marks and numbers.

404.11: Number of packages.

404.12: All descriptions of packages and goods.

404.13: All gross weights.

404.14: All measurements.

## 405: DELIVERY ORDERS

Anyone coming to the Terminal to pick-up import/inbound Cargo shall be in possession of the proper Delivery Order documents. No Cargo shall be delivered by AVP unless pursuant to a proper Delivery Order either in hard copy paper form or in an electronic form approved by AVP. In cases where import Cargo requires U.S. Customs or USDA inspection prior to release, Cargo release will be withheld until the Customs/USDA requirements are met. Proper Delivery Orders should contain the following information:

405.1: Vessel name/voyage number

405.2: Ocean bill of lading number

405.3: Port of discharge

405.4: Number of packages and/or container number

405.5: Cargo weight

405.6: Delivery (pick-up) carrier

405.7: Cargo destination (city and state)

405.8: Customs entry number

405.9: Marks and numbers (if applicable)

405.10: Parties responsible for any terminal service billing.

## 406: FREE TIME

Cargo shall have the Free Time on the Terminal as provided for in this and/or Harbor Tariff, unless prior to the expiration of the Free Time for such Cargo, other written arrangements have been agreed to with AVP.

## 407: LEFT INTENTIONALLY BLANK

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

# Section Five: Miscellaneous

## 500: AVP IS NOT AN INTERMODAL EQUIPMENT PROVIDER

Users of the Terminals and/or Services acknowledge that parties other than the AVP who own, lease, or operate chassis have the sole responsibility for the maintenance and inspection of those chassis and agree that AVP has no duty to fulfill any obligations of an intermodal equipment provider (IEP) under the Federal Motor Carrier Safety Administration rules and regulations (including, but not limited to, 49 CFR Parts 385, 386, 390, et al.) (“FMCSA intermodal chassis regulations”). Users of Terminals and/or Services agree to indemnify and hold harmless AVP, and their agents and employees, from and against all suits, actions, claims, demands, damages, losses, expenses and costs of every kind and description to which AVP and their agents or employees may be subjected relating to any chassis arising from an alleged failure to comply with the FMCSA intermodal chassis regulations.

## 501: REMOVAL OF REFUSE MATERIALS

Rubbish, refuse or other materials must be removed from the Terminal and transit shed, apron, or other areas within the confines of a Terminal by the person or persons placing it there, upon demand; otherwise it will be removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard into the waters by the Terminal.

## 502: REMOVAL OF OBJECTIONABLE CARGO

AVP reserves the right to move Cargo or other material which in its judgment is likely to damage other Cargo or property to another location, at the risk and expense of the owner.

## 503: REMOVAL OF ABANDONED CARGO

AVP, in its sole discretion, shall have the option of selling or otherwise disposing of Abandoned Cargo on the Terminal as permitted by Federal or State law.

## 504: PARTY’S REQUESTS AND COMPLAINTS

Party’s requests and complaints shall be promptly and fairly considered by AVP provided that they are submitted in writing to AVP at the address listed below:

AVP Marine, LLC

200 Joe Frank Harris Blvd

Brunswick, Ga. 31523

Attention: Terminal Operations Manager

## 505: SMOKING ON PREMISES

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.

## 506: TERMINAL NOT A PUBLIC THOROUGHFARE

The Terminal is not a public thoroughfare and all persons and vehicles entering thereon do so at their own risk. Such persons and vehicles by entering the Terminal agree to obey and be bound by all rules, regulations, signs, policies, and traffic control devices applicable thereto, including maximum posted speed limits within the Terminal, and to park only in designated parking locations on the property all as more specifically provided by the GPA. All persons or vehicles entering upon the Terminal must comply with all GPA regulations for access and shall carry such forms of identification as may be required by the GPA or other public or governmental authorities and shall display such identification upon request.

## 507: SCHEDULE

Vessel Schedules are available from your ocean carrier.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

# 

# Section Six: Rates and Charges

## 600: ABREVIATIONS

All abbreviations, not otherwise defined by this Schedule, used in this Section Six are used as those terms are defined in common facility documents applying to the workers performing such Services or Other Services. “Ton” shall mean 1,000 kilograms (“KGS”) unless otherwise specified. When the term "measurement ton" is used in this Schedule, it should be held to mean 35 cubic meters.

## 601: Terminal Handling Charge (Rate per Metric Ton unless otherwise specified)

|  |  |
| --- | --- |
| COMMERCIAL CARS AND POVS | $65.00/Unit (Import/Export)  $175.00 Non running Povs on bolsters |
| RORO Self propelled (includes M/Cycles, Limousines, Hi Vans, Motor Homes etc. | $ 100.00 per unit  Any Ro-Ro cargo that is not self propelled to be at the static cargo rate |
| Helicopters | $ 492.00 per unit |
| Static cargo  Crane Rates (all single crane lifts)  Mafi-Bolster Stuffing/Stripping charge | $14.00 per 2000 lbs with an $80.00 minimum per piece  If two forklifts are required – 2 times the prevailing rate, If three required – 3 times the rate etc.  $473.00 up to 48,000 lbs  $773.00 48,000 lbs – 65,000 lbs under 8 ft in width  All other lifts per quote  $310.00 per |
| BOATS ON TRAILER HANDLED AS RO-RO CARGO (TOTAL LENGTH) | $150.00 up to 35 ft  $9.00 per LF over 35ft |
| BOATS ON CRADLES | $175.00 up to 30Ft |
|  | $350.00 over 30ft and forkliftable  $800.00 plus $13.00 per 2000lbs - 30ft- 45ft and not forkliftable  $1150.00 plus $13.00 per 2000lbs over 45ft  Water delivery upon quote  Boat cradles upon quote |
| Manipulation fee (non compliable dunnage) | $200.00 minimum charge. All upon quote. |
|  |  |
| Storage Charges (after 15 free calendar days) | Autos - $12.00 per day, Ro-Ro and static - $20.00 per day |
| In/Out charges | 2 times the normal THC rate – Crane charges to apply if needed. |

|  |
| --- |
|  |

## 603: DECLARATION OF CARGO VALUE (AD VALORUM)

If the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other users of the Terminal or Services desires AVP to assume a higher liability value for the Cargo than provided for in Section TWO of this Schedule, that party, prior to the commencement of the use of the Terminal or the Service, whichever occurs first, must declare a higher value for such Cargo in writing AND pays to AVP, in addition to the other charges for such Services as herein set forth, a premium computed at one percent (1%) of the declared value of each Package or Customary Freight Unit. In the event of a higher value being declared in writing AND the payment of the one percent (1%) premium, the liability of AVP, if any, for damage resulting from its own failure to exercise due and proper care in performing the Services and affording the Terminal provided for shall be determined on the basis of such declared value, or a pro rata portion of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the Cargo.

## 604: NIGHT OR WEEKEND TERMINAL GATE RECEIVING AND DELIVERY CHARGE

Billed at labor cost as required by job at the rates appearing in Section 608.

## 605: Crane

$$. Quotes upon request

Cargo exceeding capacity of owned equipment will be billed at cost plus 15%

## 606: TRUCK LOADING/UNLOADING CHARGE

$$. While standard static cargo handling is included in the THC, anything out of the ordinary to be quoted upon request.

## 607: OTHER SERVICE

607.1 Measurement of Cargo – Billed at labor cost as required by job at the rates appearing in 608.

607.2 Sorting and Allocating – Billed at labor cost as required by job at the rates appearing in Section 608.

607.3 All other Services or Other Services not specifically provided for in this Schedule shall be performed and billed at the labor cost as required by the job at the rates appearing in Section 608.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

## 608: BILLABLE LABOR COST FOR OTHER SERVICES AND NOT OTHERWISE SPECIFIED

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | HOURLY RATES | | | |  | |
|  | |  |  |  |  |  |  |

## 

## Labor rate of 55.00 pr hr/ pr man ST. 82.50 pr hr/ pr man OT

## Equipment at market rates

## 609: DEMURRAGE AND STORAGE

At the expiration of Free Time, for any Cargo remaining on the Terminal, Demurrage charges shall be charged at the rates provided in this and/or Harbor Tariff.

Any charges applied from the Harbor Tariff shall have a ten percent (10%) administration handling fee added to the amount for AVP’s handling of such collection on behalf of the GPA.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]