



P O R T   O F   S T O C K T O N

**GENERAL TARIFF NO. 1**

Naming

Rates, Rules and Regulations

at

Port of Stockton

P. O. Box 2089

Stockton, California 95201

GENERAL TARIFF NO. 1

CHECK SHEET

Page	Revision	Page	Revision	Page	Revision
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SECTION NO. 1  
STANDARD TERMS AND CONDITIONS



## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
1	Usage	<p>All persons, firms, corporations, or others desiring to use any of the premises and/or facilities of the Port of Stockton shall obtain permission from the Port Director.</p> <p>On application and subject to availability of and prior arrangement made, the Port of Stockton at its option and convenience may grant the use of its premises, belt line trackage, open storage areas, piers, sheds, warehouses, land, equipment and such other facilities of the Port, as it may designate to individual firms, corporations, or others hereinafter referred to individually and collectively as "user" or "users", for such operations and/or uses as it may designate.</p> <p>For the issuance of such permission the Port of Stockton will assess the users a usage charge.</p> <p>Charges otherwise provided in the tariff for wharfage, dockage, handling, belting, storage, and for any other services or purposes assessed by the Port shall be in addition to the usage charge.</p> <p>The Port of Stockton and users may enter into a usage agreement. Permission to use Port premises granted can be revoked for violation of this tariff.</p> <p>All users of the premises and/or facilities granted the use of the Port of Stockton shall be subject to all of the terms and conditions of this tariff, and shall pay usage for the use of the Port of Stockton facilities at rates named under item No. 1403.</p>
2	Consent to Terms of Tariff	<p>Use of the Port of Stockton premises and/or facilities shall constitute a consent to all of the terms and conditions of this tariff and evidences an agreement on the part of any users of the premises and/or facilities of the Port of Stockton to pay all charges specified in this tariff and be governed by all rules, terms, conditions and legal actions shown in this tariff.</p>
3	Application and Interpretation	<p>Rates, rules, terms, conditions, and regulations contained in this tariff shall apply equally to all users on the effective date shown in this tariff and as amended.</p> <p>Revised pages shall be issued to cover changes in this tariff, however all rates and regulations in this tariff are subject to change without notice except as may be</p>

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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
3	Application and Interpretation of Tariff (Cont'd)	<p>required by law. The Director of the Port of Stockton shall be the sole judge as to the interpretation of this tariff. All decisions of the Port Director shall be binding on all users and are final.</p> <p>Any usage agreement and any premises, if any, described in usage agreements between users and PORT OF STOCKTON are and shall be at all times subject to all provisions and conditions of this tariff.</p>
4	Rights of Way	<p>The Port retains all Rights-of-way for streets, highways, railroads, sewers, pipelines, conduits and for telephone, telegraph, light, heat and power lines as may from time to time be determined to be necessary by the Port of Stockton, including the right to enter upon, above, below or through the surface to construct, maintain, replace, repair, enlarge or otherwise utilize the premises for such purpose, without compensation.</p>
5	Prior Easements	<p>Usage of Port property shall at all times be subject to all prior exceptions, reservations, grants, easements, leases, or licenses of any kind whatsoever as the same appear of record in the Office of the Recorder of San Joaquin County, California, or in the official records of the City or any of its various departments.</p> <p>The Port of Stockton retains all rights to occupy portions of the premises as may be necessary for drilling purposes and to use and grant others the right to use the same to drill for and produce oil or other hydrocarbon substances therefrom.</p>
6	Inspection	<p>Users must inspect the premises in contemplation of occupying them for the uses as outlined in the usage agreement.</p>
7	Suitability of Premises or Facilities and Changes	<p>Users agree that facilities, premises, including any improvements existing thereon covered by a signed letter of agreement, are suitable for users intended uses, and that no officer or employee of Port of Stockton has made any representation or warranty with respect to the premises, including improvements existing thereon unless the nature and extent of such representation or warranty is described in writing and attached to the letter of agreement.</p> <p>Any modification, improvement or addition to the premises and any equipment installation required by the Fire</p> <p>(Cont'd next page)</p>

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
7	Suitability of Premises or Facilities and Changes (Cont'd)	Department, Department of Building Safety, Air Pollution Control District, Regional Water Quality Control Board, Coast Guard, Environmental Protection Agency, or any other local, regional, state or federal agency in connection with users operations shall be constructed or installed at users sole expense, and shall be subject to approval by the Port of Stockton.
8	Holdover	Users shall not hold over all or any part of the premises after the termination or expiration of the agreement without first obtaining the approval in writing of the Port Director. Any such holdover shall be deemed an extension of the agreement on a month-to-month basis, at a rate of rent equal to one hundred twenty percent (120%) of the monthly rent for the last month of the term of the agreement (as extended, if applicable) and shall otherwise be upon the same terms and conditions as set forth in the agreement. In the event during any such holdover, Port of Stockton and user agree to extend the term of the agreement or enter into a new agreement for the same premises or for substantially the same premises described in the agreement, the usage fee for the period of any such holdover by user may be charged at the rate provided in such extension or new agreement.
9	Federal Maritime Commission Filing	All agreements may be submitted to the Federal Maritime Commission of the United States of America for either approval or a determination by such Commission that the agreement is not subject to the Shipping Act of 1916, as amended. In the event it is determined that the agreement is subject to said Act, then the agreement shall only become effective on the first day of the calendar month following approval. In the event the Commission determines that the agreement is not subject to said Act, then the term hereof shall commence on the date first written in the letter of agreement, and shall become retroactive to that date.
10	Payment of User Fees	User fee payments are due when invoiced. Charges which have not been paid within thirty (30) days of the date of invoice shall be subject to a finance charge of one and a half percent (1-1/2%) per month.
11	Records and Accounts	Users shall maintain locally a system of accounts and records satisfactory to Port Director, covering all transactions and operations conducted under the agreement, which shall be preserved during the life of the agreement and for three (3) months thereafter. The accounts and records shall be open and available at all reasonable times for (Cont'd next page)

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
11	Records and Accounts (Cont'd)	examination, audit and transcription therefrom by Port of Stockton representatives.
12	Rate Guarantees	User fee's shall be as per tariff item No. 1403. Fee's can be guaranteed for a specific period, not to exceed 5 years. If no specific period is provided for in the letter of agreement, the rate shall in no case be considered guaranteed for more than one year.
13	Promotion of Port of Stockton Facilities	Users shall in good faith and with all reasonable diligence use their best efforts, suitable advertising and other means to promote the use of the premises granted by the agreement.
14	Supervision of Business Practices	<p>The nature and manner of conducting any and all business activities on the premises shall be subject to the tariff and reasonable regulation by the Port of Stockton. In the event such business is not conducted in a reasonable manner as determined by Port Director, he may direct that corrective action be taken by user to remedy such practices and upon failure to comply therewith, Port of Stockton may declare the agreement terminated.</p> <p>Users shall also conduct their business in a first-class manner. Users shall furnish and maintain a standard of service at least equal to that of the better class of similar businesses providing similar services and facilities in the City of Stockton and adjacent communities during the entire term of the agreement.</p> <p>Port of Stockton reserves the right to have access to and inspect the schedule of rates and prices for services and facilities performed or provided upon the premises. In the event that after user has been advised and given a reasonable opportunity to confer with Port of Stockton and to justify any rate or price challenged by it as unreasonable or noncompensatory, and Port of Stockton has determined such rate or price to be unreasonable or inappropriate for the services rendered or the facilities provided, such rates or prices shall be modified by users as directed by Port of Stockton.</p>

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
15	Business Curtailment	For any period during which user has ceased or substantially curtailed the operation and conduct of its business under the agreement for reasons other than partial or total destruction of the premises, user shall pay usage for that period at the regular rate.
16	Permitted Uses	Facilities for which usage has been granted by a letter of agreement or this tariff shall be used only for those purposes designated. Users shall not use or permit the premises or any part thereof to be used in whole or in part for any other purpose without the prior written approval of Port Director or his representative, and subject to such restrictions, limitations and conditions as may be imposed by Port of Stockton. Use of such premises for other purposes without prior written approval from the Port Director shall make user liable to triple the current usage rate as found in item 1403.
17	Increased Insurance Rates	Users shall not use the premises in any manner, even if its use is for the purposes enumerated in the letter of agreement, that will increase the premium rate of insurance for the premises, adjacent premises, or that will cause cancellation of any insurance policy covering such premises. Users shall not keep on the premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering premises.
18	Shipping Act	Notwithstanding any other provision contained in the letter of agreement, users shall not use the premises hereby granted or furnish any facilities or services thereon for or in connection with a common carrier by water as that term is defined in the Shipping Act, 1916, as amended, unless and until an agreement has been submitted to the Federal Maritime Commission pursuant to Section 15, Shipping Act, 1916, and has either been approved or determined not to be subject to said Act.
19	Default and Right to Terminate	Upon the neglect, failure or refusal by the user to comply with any of the terms or conditions of the tariff Port of Stockton may, at its option, declare the agreement forfeited, and exclude user from further use of Port premises. Upon such forfeiture, user shall immediately surrender all rights in and to the premises and all improvements. Upon such forfeiture, any and all buildings, structures and improvements of any character whatsoever, erected, installed or made, through, or because of, or pursuant to the terms of the agreement, or any prior agreement shall immediately ipso facto either become the property of the Port of Stockton free and clear of any claim of any kind (Cont'd next page)

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
19	Default and Right to Terminate (Cont'd)	or nature of user or its successors in interest, or become removable by Port of Stockton at the sole expense of the user, at the option of the Port Director. In the event the agreement is terminated as set forth above, Port of Stockton may enforce all of its rights and remedies under the agreement, including the right to recover charges as it becomes due pursuant to the terms of the tariff and the agreement and, in addition thereto, the damage that Port of Stockton may recover includes the worth at the time of the award of the amount by which the unpaid charges for the balance of the term of the agreement. The Port shall also have the right, without declaring the agreement terminated, to reenter said premises and occupy, relet or sublet the whole or any part thereof for and on account of users and to collect user fees and other sums that may thereafter become due and payable; or simply to collect user fees and other sums, as they become due and payable; or to reenter said premises and collect the user fees as above and thereafter elect to terminate the agreement and all of the rights of said user in or to said premises.
20	Thirty-Day Nonuse	If user fails or ceases to use the premises or any portion thereof for the purposes and in the manner as described in the tariff or the letter of agreement prescribed for a period of more than thirty (30) consecutive days without the consent of Port of Stockton, the Port Director may declare the agreement forfeited in accordance with the provisions of item 19 "Default and Right to Terminate" and thereupon all the right, title and interest of user shall cease and terminate; provided, however, if cessation of or failure to use is caused by reason of war, bona fide strikes not caused by user or to which user is not a party, riots, civil commotion, acts of public enemies, earthquake, other natural disaster or action of the elements, and user so notifies the Port of Stockton with ten (10) days from the date said period of cessation or failure to use began, such period of nonuse shall be excluded in computing the thirty (30) day period set forth in this item.
21	Termination by Court Decree	In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by Port of Stockton of any of its obligations under the agreement, then either party may terminate the agreement by written notice, and all rights and obligations (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate.

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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
22	Termination by Destruction of Premises	In the event the premises, or the building in which they are situated, are totally destroyed by fire not resulting from users neglect of fault, earthquake, or other natural disaster or action of the elements, or so nearly destroyed as to require rebuilding, during the term of the agreement, then the usage charge shall be paid up to the time of such destruction and the agreement shall thereupon terminate. Neither party shall have any further rights or be under any further obligations on account of the agreement, except the Port of Stockton shall be entitled to receive all charges accrued to the date of destruction. Damage or injury to the extent of Fifty (50%) percent of the replacement value of the premises shall constitute a total destruction thereof.
23	Improvements	The construction or alteration of works, structures and other improvements, including change of grade, agreed to between user and the Port shall be commenced within ninety (90) days of the effective date of the agreement and shall be prosecuted diligently to completion by user.
24	Approval of Plans	Users shall not construct or alter any works, structures or other improvements upon Port premises, including a change in the grade thereof, without first submitting to the Port Director a complete set of drawings, plans and specifications therefor and obtaining his approval. The Port Director shall have the right to order changes in said drawings, plans and specifications. In the event that the Port Director orders such a change and user believes that such a change will have any detrimental effect on the structural integrity of the work, structure or improvement, or increase any hazard to life or property, user shall immediately notify him thereof. In the event that user fails to do so, the drawings, plans and specifications shall be treated for all purposes as if they had been originally prepared by user, as changed.
25	Compliance with Applicable Laws	All operations, work, structure or improvement constructed, or alteration or change of grade, by user shall conform with the plans and specifications as approved by the Port Director and shall conform in all respects to the applicable Federal, State, regional, and local laws, statutes, ordinances, rules and regulations. The approval of operations, plans, construction or other work by the Port Director shall not constitute a representation or warranty as to conformity with applicable laws, statutes, ordinances or rules and regulations.

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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
26	Cost of Permits	Users, at their own expense, shall obtain all permits necessary for work or construction and shall require by contract that any work or construction contractors and subcontractors comply with all applicable Federal, state, regional, and local statutes, ordinances, rules and regulations.
27	Cost of Construction	All construction by users shall be at users sole expense. Users shall keep the premises and improvements constructed thereon free and clear of liens for labor and materials and shall hold Port of Stockton harmless from any responsibility in respect thereto. Users shall give written notice to Port Director, in advance, of the date if they commence any construction. Immediately upon the completion of the construction, users shall notify the Port Director of the date of such completion and shall, within thirty(30) days after such completion, file with him a statement, verified by the oath of user or its duly authorized representative, setting forth the cost of the labor and material used. Users shall also file with the Port Director, in a form acceptable to the Port Director, a set of "as built" plans for construction.
28	Ownership	All improvements, works and structures made or erected by users upon the premises remain the property of users subject to the terms and conditions contained in the letter of agreement, unless otherwise agreed upon.
29	Maintenance and Restoration	Except for roofs and exteriors of buildings owned or under the control of the Port of Stockton and except as may otherwise be specifically provided in writing, users shall repair, maintain and keep the premises (including landscaping) and all works, structures and improvements thereon, whether a part of the premises or made by users, in a safe, clean, wholesome, sanitary and sightly condition and in conformance with all applicable Federal, state, regional, municipal and other laws and regulations. The appearance of the premises shall be maintained to satisfaction of Port Director. Users shall not permit any offensive or refuse matter or any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health to be or remain on the premises, and users shall prevent any such matter or material from being or accumulating thereon. In the event users fail to repair, maintain and keep the premises and

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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
29	Maintenance and Restoration (Cont'd)	improvements as hereinabove required, Port Director may give written notice to users to correct such default, except that no notice shall be required where, in the opinion of the Port Director, the failure creates a hazard to persons or property. If users fail to cure such default within the time specified in such notice, or if the Port Director determines that a hazard to persons or property exists due to such failure, the Port Director may cause such repairs or maintenance to be made and the costs thereof, including labor, materials, equipment and administrative overhead, to be charged against users. Such charges shall be due and payable when invoiced.
30	Surrender of Premises	On or before expiration of the term of the agreement, or any sooner termination thereof, users shall surrender all rights in and to the premises and all permanent buildings and/or structures of any character whatsoever, erected, installed or made, under, through or because of, or pursuant to the terms of this Agreement, or any prior agreement to the Port and said permanent buildings and/or structures shall ipso facto become the property of the Stockton Port District, free and clear of any claim of any kind or nature of user or its successors in interest, or, at the Port's option, Port can require user to remove, at its sole cost and expense, such works, structures, improvements and pipelines of any kind whatsoever placed or maintained on the premises by user unless otherwise provided, and in such case where Port required removal, user shall leave the surface of the ground in a level, graded condition with no excavations, holes, hollows, hills or humps. Upon the expiration of the term of this Agreement or any sooner termination thereof, user shall quit and surrender possession of the premises to Port in at least tor, as the same were in at the time of the first occupation thereof by user under this or any prior agreement, lease or permit, ordinary wear and tear excepted. User shall remove all debris from areas within the premises.
31	Services and Utilities	Unless otherwise provided for in the letter of agreement, users shall pay all charges for services furnished to the premises or used in connection with its occupancy, including but not limited to heat, gas, power, telephone, water, light and janitorial services, and pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including the City.

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
32	Inspection of Premises	<p>The Port Director and his duly authorized representatives shall have the right to enter upon the premises and improvements constructed by users at any and all reasonable times during the term of the agreement for the purpose of determining compliance with its terms and conditions or for any other purpose incidental to the rights of Port of Stockton. The right of inspection reserved shall impose no obligation upon Port of Stockton to make inspections to ascertain the condition of the premises, and shall impose no liability upon Port of Stockton for failure to make such inspections. By reserving the right of inspection Port of Stockton assumes no responsibility or liability for loss or damage to the property of users on property under the control of users, whether caused by fire, water or other causes. Nor does it assume responsibility for any shortages of cargo handled by users at the premises.</p>
33	Signs	<p>Users shall not erect or display, or permit to be erected or displayed, on the premises, or upon works, structures and improvements made by users, any advertising matter of any kind, including signs, without first obtaining the written consent of Port Director. Users shall post, erect and maintain on the premises such signs as the Port Director may direct.</p>
34	Indemnity	<p>Users shall at all times relieve, indemnify, protect and hold harmless Port of Stockton and any and all of the members of its board, officers, agents, representatives, and employees from any and all judgements rendered, claims, and legal actions, including legal representation and expenses incurred in defending against legal actions, claims and liability for death of or injury to persons, damage to property or civil fines and penalties that may, in whole or in part, arise from or be caused, directly or indirectly by:</p> <p>(1) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by users or tenants, its officers, agents, customers, employees, sub-tenants, licensees or invitees;</p> <p>(2) Any operation conducted upon or any use or occupation of the premises by user, its officers, agents, employees, sub-tenants, licensees or invitees</p>

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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
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34	Indemnity (Cont'd)	under or pursuant to the provisions of the agreement or otherwise;
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(3) Any act, omission or negligence of user, its officers, agents, employees, sub-tenants, licensees or invitees, regardless of whether any act, omission or negligence of Port of Stockton, its officers, agents or employees contributed thereto;

(4) Any failure of user, its officers, agents or employees to comply with any of the terms or conditions of the agreement or any applicable Federal, state, regional, or municipal law, ordinance, rule or regulation; or

(5) The conditions, operations, use, occupation, acts, omissions or negligence referred to in Subdivisions (1), (2), (3), and (4) of this item "Indemnity", existing or conducted upon or arising from the use or occupation by users or its invitees on any other premises with the Stockton Port District, used or occupied by user, its agents, employees, sub-tenants, licensees or invitees, without the express written authorization of the Port Director.

Users also agree to indemnify Port of Stockton and pay for all damages or loss suffered by Stockton Port District, including but not limited to damage to or loss of Port of Stockton property, to the extent not insured by Port of Stockton and loss of Port of Stockton revenue from any source, caused by or arising out of the conditions, operations, use, occupation, acts, omissions or negligence referred to in this tariff. The term "persons" as used in this tariff shall include but not be limited to officers and employees of user.

User or users' insurance carrier waives all rights of subrogation for loss or damage to contents of works, structures and improvements on the premises.

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
35	Insurance	<p>Users shall procure, maintain and keep in force at all times while using the premises and facilities of the Port, at user's sole expense, the following insurance:</p> <p>(1) Public Liability. Broad form public liability insurance, including, but not limited to, Protection and Indemnity coverage and Terrorism, against claims arising from bodily and personal injury, damage to property, and use of owned or non-owned and hired automobiles. The amounts of insurance shall be not less than the following: Single Limit Coverage applying to Bodily and Personal Injury Liability and Property Damage in the amount of Five Million Dollars (\$5,000,000) per occurrence. Tenant will provide Port with a Certificate of Insurance naming Port as an Additional Insured.</p> <p>(2) Worker's Compensation Insurance. Worker's Compensation insurance, and/or United States Longshore and Harbor Workers coverage and/or Maritime Employers Liability, where applicable, with coverage as required by applicable Federal or State of California Laws and Employer's Liability coverage with limits of not less than \$2,000,000 for each occurrence.</p> <p>(3) Builder's Risk. Before commencement of any demolition or construction, user shall procure from a company acceptable to Port, and shall maintain in force until completion and acceptance of the work, "all risks" builder's risk insurance including vandalism and malicious mischief covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits sufficient to provide adequate reimbursement for any covered loss at the job site. The deductible shall not exceed Ten Thousand Dollars (\$10,000) without the prior written approval of the Port.</p> <p>(4) Boiler and Machinery. Boiler and machinery insurance, if at any time or from time to time such equipment is located on the premises.</p>
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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
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35	Insurance (Cont'd)	Other Conditions
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All insurance required by express provisions of this tariff shall be carried only with responsible insurance companies licensed to do business in California and which have a Best's rating of "A VIII" or better. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act or negligence of Port that might otherwise result in a forfeiture of the insurance, (ii) the insurer waives the right of subrogation against the Port and against the Port's agents and representatives, (iii) the policies are primary and noncontributing with any insurance that may be carried by the Port, and (iv) they cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to the Port. Before using premises or facilities of the Port, user shall furnish Port with copies of all such policies or with certificates evidencing the insurance and naming Port as additional insured, where applicable.

(2) If user fails or refuses to procure or to maintain insurance as required by this tariff or fails or refuses to furnish Port with required proof that the insurance has been procured and is in force and paid for Port shall have the right, at Port's election and on fifteen (15) days' notice, to procure and maintain such insurance. The premiums paid by Port shall be treated as an added usage charge due from user.

Port's right to procure and maintain insurance as provided herein shall not limit any other remedies of Port. Without limiting the foregoing, Port shall have the right to terminate user's right to use Port premises and facilities if user does not comply in all respects with user's obligations under this Item 35.

(3) Each policy must also contain an endorsement reading as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement or certificate now or hereafter attached hereto, it is agreed that the Stockton Port District, it's Board of Port Commissioners, their officers,

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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
35	Insurance (Cont'd)	<p>officials, directors, agents and employees, are additional named insured's hereunder, and that coverage is provided for all operations, uses, occupations and activities of the insured with regard to the premises and facilities of the Stockton Port District.</p> <p>(4) Written notice of occurrences of claims under each policy shall be timely made to Port.</p> <p>(5) If an insurance policy provides coverage on a "claims made" basis, it must be changed to an "occurrence" basis.</p> <p>(6) Any deductible shall not exceed Ten Thousand Dollars (\$10,000) without written approval of Port.</p>
36	Accident Reports	<p>Users shall report in writing to Port Director within fifteen (15) days after it, its officers or managing agents have knowledge of any accident or occurrence involving death or of injury to any person or persons, or damage in excess of \$500 to property, occurring upon the premises, or elsewhere within the Stockton Port District if users officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to user, its officers or managing agents.</p>
37	Sub-Users and Assignments	<p>No assignment, sub-users, transfer, gift, hypothecation or grant of control, or other encumbrance or the agreement, or any interest therein or any right or privilege thereunder, whether voluntary or by operation of law, in whole or in part, shall be valid for any purpose unless first approved by order of the Port of Stockton. The approval by Port of Stockton of an assignment, sub-users, transfer, gift, hypothecation, grant of control or other encumbrance, shall not be deemed to be an approval by Port of Stockton of any other assignment, sub-users, transfer, gift, hypothecation, or grant of control or other encumbrance. No assignment, sub-users, transfer, gift, hypothecation, grant of control or other encumbrance shall act to relieve users of their obligations hereunder unless Port of Stockton orders.</p>
ISSUED: JUNE 1, 2008		PORT OF STOCKTON
EFFECTIVE: JULY 1, 2008		

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
38	Terms Binding on Successors	All the terms, covenants and conditions of the agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties of the agreement. The provisions of this Subsection shall not be deemed as a waiver of any of the conditions against assignment hereinabove set forth.
39	Transfer of Stock	If, during any calendar year after the filing of the application for the agreement, more than ten percent (10%) of the outstanding shares of capital stock of user is traded, user shall notify the Port Director in writing within ten (10) days after the transfer date provided, however, that this provision shall have no application in the event user is a corporate entity whose stock is listed on either the American Stock Exchange, the New York Stock Exchange, or the Pacific Coast Stock Exchange.
40	Assignee as User	The term "user" shall include any assignee of user under any assignment granted by Port of Stockton.
41	Applicable Law	It is expressly understood and agreed that any agreement and all questions arising thereunder shall be construed according to the laws of the State of California.
42	Compliance With Applicable Laws	<p>Users shall, at all times, in its use and occupancy of the premises and in the conduct of its operations thereon, comply with all laws, statutes, ordinances, rules and regulations applicable thereto, enacted and adopted by Federal, state, regional, municipal or other governmental bodies, or departments or offices thereof. In addition to the foregoing, users shall comply immediately with any and all directives issued by the Port Director or his authorized representative under authority of any such law, statute, ordinance, rule or regulation.</p> <p>Users agree not to discriminate in their employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, age or physical handicap. All subcontracts awarded under or pursuant to the agreement shall contain this provision.</p>

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
43	License Fees and Taxes	Users shall pay all taxes and assessments of whatever character levied upon or charged against the interest of users, if any, created by the agreement in the premises or upon works, structures, improvements or other property thereon, or upon users operations hereunder. Users shall also pay all license and permit fees required for the conduct of its operations hereunder. No payments of taxes or assessments or both shall be prorated for any period of time during a usage agreement which is less than a full calendar year. For permitted installment payments, users shall pay all installments falling due during the term of the applicable usage agreement. If such payments falling due during the term of such usage agreement are for periods prior to or after expiration of such usage agreement, users shall make all such payments and may seek reimbursement only from the taxing or charging authority and not from the Port.
44	Invalidity	If any term or provision of the agreement or the tariff or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment of any court of competent jurisdiction, the remainder of the agreement or the tariff or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.
45	Waiver of Claims	Users hereby waive any claim against Port of Stockton, its officers, agents or employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of the agreement, the tariff, or any part thereof, or by any judgment or award in any suit or proceeding declaring the agreement null, void or voidable or delaying the same or any part thereof from being carried out.
46	Conflict of Interest	It is hereby understood and agreed that all users have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All parties agree that they are unaware of any financial or economic interest of any public officer or employee of Port of Stockton relating to the usage agreement. Notwithstanding any other provision of the agreement, it is further understood and agreed that if such a financial interest does exist at the inception of the agreement, the Port of Stockton may immediately terminate the agreement by giving written notice thereof.



## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
47	Visitors	Users shall allow Port Director and his designated representatives access to the premises for the purpose of showing the premises and works, structures and improvements made by users to visitors upon the giving of reasonable notice to users, provided, however, that such entry shall not unreasonably interfere with users operations.
48	Attorneys' Fees	If either party brings any action or proceeding to enforce, protect, or establish any right or remedy arising out of or based on use of Port premises, or the usage agreement, including but not limited to the recovery of damages for its breach, the prevailing party in said action or proceeding shall be entitled to recovery of its costs and reasonable attorneys' fees. In the event Port of Stockton is the prevailing party and has been entirely or partly represented by its legal counsel, then Port of Stockton shall be entitled to recover an amount equal to the costs attributable to such representation.
49	Notices	In all cases where written notice is to be given under the tariff or a usage agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to Port of Stockton shall be addressed to Port Director, Port of Stockton, P. O. Box 2089, Stockton, CA 95201, and notice to user shall be addressed to it at the address set forth in the letter of agreement. Nothing herein contained shall preclude or render inoperative service of such notice in the manner prescribed by law.
50	Waivers	No waiver by either party at any time of any of the terms, conditions, covenants or agreements of any usage agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement contained in the tariff or the letter of agreement, nor of the strict and prompt performance thereof by the proper party. The subsequent acceptance of usage charges by Port of Stockton shall not be deemed to be a waiver of any other breach by user of any term, covenant or condition of the tariff or any usage agreement other than the failure of user to timely make the particular payment so accepted, regardless of Port of Stockton's knowledge of such other breach. No delay, failure or omission of either party to execute any right, power, privilege or option arising from any default, nor subsequent acceptance of guarantee than or thereafter accrued, shall impair any such right, power, privilege or option, or be construed to be a (Cont'd next page)

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
50	Waivers (Cont'd)	waiver of any such default or relinquishment thereof, or acquiescence therein, and no notice by either party shall be required to restore or revive time as of the essence hereof after waiver by the other party of default in one or more instances. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the Port of Stockton in this tariff or by agreement, are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, in that the exercise of one right, power, option or remedy by Port of Stockton shall not impair its rights to any other right, power, option or remedy.
51	Integration	This tariff and any usage agreement shall constitute the whole agreement between Port of Stockton and user. There are not terms, obligations or conditions other than those contained in the tariff and the letter of agreement. No modification of the agreement shall be valid and effective unless evidenced by an agreement in writing.
52	Extensions	Port of Stockton shall have the right to grant reasonable extensions of time to users for any purpose or for the performance of any obligation of users so designated in the letter of agreement on this tariff.
53	Lease of Facilities	Lease of certain properties may be negotiated.

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
56	Vessel Manning	Any vessel lying at the Wharves or at anchor must, at all times, have on board at least one person in charge of said vessel who has authority to take such action, in any emergency, as may be required, and sufficient crew to assure the vessels safety while alongside or at anchor, and allow for the vessel to be moved if required.
57	Application for Berth	All steamships, their owners or agents, desiring berth at the wharves shall, as far in advance of the date of docking as possible, make application for same, specifying the date and expected time of arrival and departure from berth, and the nature and quantity of cargo to be handled. Application for berth is to be made to the Port Director. Application for berth will be construed by the Port of Stockton to mean that all charges will be paid promptly upon presentation of invoice therefor, and that all rules and regulations will be complied with.
58	Demurrage on Vessels	The Port of Stockton does not assume responsibility for demurrage to vessels under any circumstances.
59	Payment of Charges, Cargo Statements Required	<p>All Port of Stockton charges are due at the time the service is rendered and bills for services of the facilities are payable upon their receipt. The party requesting service of any nature will be responsible for the payment of the charges assessed for such service.</p> <p>All steamship lines, rail, truck, or barge lines, importers, exporters, shippers, and their agents, using the facilities shall, within 5 days after the arrival of the vessel at berth in the case of inbound cargo, or within 5 days after the departure of the vessel from berth in the case of outbound cargo, furnish the Port of Stockton with copies of bills of lading, freight bills, manifests, and such other information and data or documents as may be necessary to develop statistical records for the Port of Stockton, and to insure correct assessment of charges.</p> <p>All users of the Port of Stockton facilities shall be required to permit access to their files and transportation documents necessary for the purpose of audit for ascertaining correctness of reports filed and documents furnished. The Port of Stockton does not recognize the numerous shippers or consignees and cannot attempt to collect or assist in collecting storage or similar bills which may be passed on to shippers or consignees by the vessel, its owners, agents, and such bills are due when</p>

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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
59	Payment of Charges, Cargo Statements Required (Cont'd)	presented and must be paid regardless of when the vessel, its owners and agents are reimbursed. Bills must be paid when presented, and errors, if any will be rectified by the Port of Stockton.  Claims in excess of \$10.00 will require specific approval of the Port Director before refund is made.  The Port of Stockton reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and agents, or against cargo loaded or discharged by such vessel, or from other users of the facilities of the Port of Stockton whose credit has not been properly established with the Port of Stockton or who are habitually on the delinquent list. Use of the facilities may be denied until such advance payments or deposits are made.
60	Finance Charges	A finance charge of 1-1/2% per month will be charged on all unpaid balances outstanding over thirty (30) days from invoice date.
61	Dumping Into Waters	The dumping of oil, oily wastes, trash or other objectionable matter into the waters of the Inner Harbor or other navigable waters is prohibited.
62	Freight or Cargo Liable To Damage Other Freight Or Cargo	If, in the opinion of the Port Director, any freight or cargo is likely to damage other freight or cargo, it may be moved to another shed or warehouse or to private facilities at the risk and expense of the owner, without the necessity of prior notice to the owner.
63	Fire Fighting Apparatus	No person shall obstruct or interfere with the free and easy access to, or remove, or in any manner disturb any fire extinguisher, fire hose, fire hydrant or any other fire fighting apparatus or watchman's key station installed in or upon any property of the Port of Stockton.
64	No Smoking	No person shall smoke or have in their possession any fire or lighted material on or upon the wharves or in the warehouses, sheds or other structures set apart for the unloading or loading of vessels, or for the storage or warehousing of their cargoes, or other merchandise; nor shall any person smoke upon any truck, dray, float, automobile or vehicle of any kind when using the structures

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## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
64	No Smoking (Cont'd)	aforesaid. It shall be unlawful for any person to smoke or use matches, cigar or cigarette lighters in the hold of any vessel or upon the decks thereof, while loading or unloading cargo.
65	Signs, Erection Of	Signs may be erected on Port of Stockton structures or property only with the prior written approval of the Port Director who shall approve copy, design, material and method of erection.
66	Maximum Load On Floors and Maximum Height of Piling or Stacking	The Port Director reserves the right to specify the maximum load that may be placed on the warehouse or transit shed floors, or on the deck slab of the wharves and the manner in which single heavy pieces shall be moved over said floors or wharves and he also reserves the right to specify the maximum height to which any commodity may be stacked or piled.
67	Delinquent List	All vessels, their owners or agents, or other users of the facilities of the Port of Stockton placed on the delinquent list shall be denied further use of the facilities by the Port Director until all such reports have been filed and all charges herein, together with any other charges due, shall have been paid.
68	Wharf Cleaning And/or Obstruction Of	<p>(a) Upon completion of vessel operations or any "Handling" operation authorized, the Port of Stockton will clean work area of general cargo vessels assessing a cleaning charge to the vessel, owner or agent as assessed in item 1414.</p> <p>(b) Stevedore's tolls, appliances, equipment, donkey engines, vehicles or any other material or object which is not part of the cargo will not be permitted to remain on wharves. If such obstruction is not removed immediately upon notification by the Port Director, it will be removed, stored, or sold by the Port of Stockton and the owner will be charged with the expenses incurred. The Port Director, at his discretion, is permitted to allow storage of such equipment in specified places on wharves or in sheds or warehouses, or space may be leased for such purposes.</p> <p>(c) Upon completion of vessel loading, all empty pallets must be stacked in areas designated by the Port of Stockton.</p>

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## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
68	Wharf Cleaning And/or Obstruction Of (Cont'd)	Pallets may not be stacked and stored on aprons, against warehouse or in open areas used for cargo storage. Pallets allowed to remain in above areas will be removed by Port of Stockton personnel and appropriate firm billed at cost plus 25% for work entailed
69	Removal of Articles Dropped Into Channel	Stages must be set in such manner as to prevent cargo or scrap from falling into the channel. In the event stevedores or others responsible do not set stages properly, the Port of Stockton reserves the right to stop loading or unloading of vessels until stages are properly placed. Stevedores and/or agents shall be liable for the removal of any articles dropped in basin or channel and the Port of Stockton reserves the right to remove such articles on the basis of cost plus 20% at the expense of the user of the equipment.
70	Traffic Via Motor Carrier	Shippers picking up and delivering cargo to the Port by truck are required to give 24 hours advance notice. Unscheduled trucks will be loaded/unloaded on an opportune basis only.
71	Lights at Night	All vessels, barges, or other water craft, while anchored or moored in the waterways of the Port of Stockton, must at all times of the night show proper lights.
72	Storage Shut-Out Cargo	The steamship line will be held liable for storage charges for cargo shut-out by a vessel. Steamship lines will be required to furnish statement of cargo shut-out within five (5) days after departure of vessel.

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
73	District Boundaries and Jurisdiction	<p>The Port District regulates all waterways, wharves and docks within the District and supervises pilotage in the navigable waterways in the District and acts as local sponsor for Federal projects within the District and for the navigable waterways from the mouth of New York Slough to the District boundaries. The Port District regulates and controls the construction of wharves, docks and improvements of all types contemplated on the waterways of the District and the construction, maintenance and operation or use of all wharves, warehouses, structures, improvements or appliances used in connection with or for the accommodation and promotion of transportation or navigation on any improvement project of the Federal Government applying to the main waterway entering the District and on other navigable streams, improved or unimproved, which lie within the District and enforces police and sanitary regulations in connection therewith. (Harbors and Navigation Code, State of California.)</p> <p>The District includes the City of Stockton and generally the Stockton Deep Water Channel and San Joaquin River and one-half (1/2) mile on either side of the channel from the City of Stockton to Disappointment Slough.</p>
74	Port Charges	<p>The District sets charges for the use of or by wharves, warehouses, vessels, railroads, structures, and appliances, owned, controlled or operated by it and for the promotion of transportation or navigation and for accommodation of transportation or navigation and for pilotage and for towage. (Harbors and Navigation Code, State of California.)</p>
75	Harbor Usage	<p>Use of the navigable waterways of the District or improved or unimproved navigable streams, by vessels or for construction or operation of wharves, docks and improvements of all types used in connection with or for the accommodation or promotion of transportation or navigation shall constitute a consent to all of the terms and conditions of this tariff and evidences an agreement on the part of any user(s) to be governed by all rules, terms, regulations, conditions, and legal actions of this tariff and to pay all charges specified in this tariff.</p>

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
76	Harbor Usage Charge	<p>All users of waters of the Port District as described in Items 73, 74 and 75 shall pay harbor usage charges as provided in this tariff to assist in defraying the expense of administration, maintenance, promotion and regulation of the Port District, harbor and channel, including the supervision of the shipping of the port, policing the harbor, and the port facilities and the maintenance of a tug to aid vessels in distress. Harbor usage charges shall be paid by the operator of the vessel, wharf, dock or facility.</p> <p>Vessels, wharves, docks and facilities owned and operated by the Federal Government are exempt from Harbor Usage Charges.</p>
77	Equipment Rental - Rules and Regulations	<p>(1) Port equipment is presumed to be in good operating condition when turned over to user, but the Port of Stockton does not warrant the mechanical condition thereof. The Port of Stockton will not be responsible for delays caused user by breakdown of equipment, by shutoff of electric current, or other causes. The Port of Stockton reserves the right to stop operation of the equipment at any time to require repairs that appear, in the opinion of the Port Director, to be necessary.</p> <p>(2) Port equipment turned over to user is under user's supervision, direction and control. User assumes sole responsibility and liability for injury to or death of any person whomever, or damage to or destruction of property, including employees and property of the Port of Stockton, incident to, arising out of, or caused by user's possession, use or operation of Port equipment. User shall at all times relieve, indemnify, protect and hold harmless the Port of Stockton and any and all of the members of its Board, officers, agents, representatives and employees from any and all judgments and expenses incurred in defending against legal actions, claims and liability for death of or injury to persons or damage to or destruction of property that may be in whole or in part incident to, arise out of, or be caused, directly or indirectly through negligence or otherwise, by the user's possession, use or operation of said Port equipment whether by user, its officers, agents, or employees, or by any person or person acting with the knowledge and consent, express or implied of user. The use of Port equipment shall constitute acceptance and acknowledgment by the user of this liability and obligation.</p> <p>(3) Users shall not use or operate equipment so as to exceed the maximum rated capacity.</p>

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## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
77	Equipment Rental - Rules and Regulations (Cont'd)	<p>(4) Except as may be provided by any agreement, normal repair and maintenance of equipment shall be performed by the Port of Stockton, however, the Port does not warrant the condition thereof. Such repair and maintenance shall not relieve a user of its obligation to inspect equipment to assure that it is fit and suitable for the use for which it is intended. User shall make such an inspection prior to use and thereafter as often as is necessary to assure that the equipment is fit and suitable for its intended use. User shall immediately notify the Port Director of any defect, whether actual or merely suspected.</p> <p>(5) A user shall be responsible for any and all damage to or destruction of equipment, and for all repairs required to be made other than for normal repair and maintenance. "Normal repair and maintenance" is defined to mean all repair and maintenance deemed to be necessary by the Port Director, except such repair as may be required in the event of damage to or destruction of the equipment, in whole or in part, incidental to, arising out of, or caused by, directly or indirectly, user's possession, use or operation of said equipment, whether by user, its officers, agents, or employees, or by any person or persons acting with the knowledge and express or implied consent of user. The Port Director reserves the right to stop the operation of any equipment at any time if it does not appear to be in proper operating condition and to make necessary repairs.</p> <p>(6) Neither the Port, nor any of its officers or employees, shall be responsible for delays attributable to any cause, event or occurrence of whatever nature to vessels, land transportation equipment, or cargo, or for any expenses, costs, or damages incurred by user or any other person which arises out of the use or anticipated use of equipment.</p> <p>(7) User subject to Insurance Provisions of Item 35 of this tariff.</p>

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
78	Discharge of Oily Waste	<p>In compliance with MARPOL 73-78, and upon request, the Port of Stockton will make available receptacles for the storage of bilge water contaminated with oil, grease, or other lubricant drippings from a ship's engine. Vessel shall also have the option of discharging to mobile tank truck.</p> <p>The vessel so discharging shall be deemed the generator of said waste, and shall assume full liability for its ultimate disposal.</p> <p>Application for rental of the Port's receptacles shall be made directly to the Port Director or his designated representative. Vessels shall arrange directly for discharge and shall have a complete chemical analysis conducted and obtain a generator number issued by the Environmental Protection Agency prior to discharge and shall arrange for proper disposal of the oily waste after discharge and for the cleaning of the receptacles after use and prior to returning them to the Port's control.</p> <p>By making the receptacles available for rental by vessels, the Port does not accept any responsibility for the use thereof nor for the proper storage and handling of the waste and the Port shall not be liable for any act, omission or negligence by the vessel/generator of the waste or the waste handler.</p> <p>The charge for rental of the receptacles will be quoted on request.</p>

STANDARD TERMS AND CONDITIONS

Item	Subject	Application
79	Notification - Hazardous Substances	<p>Effective January 1, 1988, California state law requires a lessee of real property to give <u>written</u> notice to its landlord if the lessee knows or has reasonable cause to believe that any hazardous substance (as defined in California Health &amp; Safety Code, Section 25316) has come to be located on or beneath that real property. (Cal. Health &amp; Safety Code, Section 25359.7 (b) (1)) Moreover, if lessee has actual knowledge of the presence of a hazardous substance and fails to give notice, lessee may be subject fo a fine of up to \$5,000 per violation. (Cal. Health &amp; Safety Code, Section 25359.7 (b) (2)).</p> <p>Lessee should notify the Port <u>immediately</u> of the presence of any hazardous substance on or beneath leased property. Lessee must also give notice of the presence of any hazardous substance not clearly known to the Port and any release of a known hazardous substance into the environment.</p> <p>All notices submitted pursuant to these provisions shall be <u>in writing</u> to the attention of the Port Director.</p>
80	Ship Emergency Response	<p>In the event of a ship emergency, including but not limited to fire, oil spillage, loss of power, grounding, or any other cause requiring assistance from the Port, all attendant costs thereto shall be billed to and collected from the vessel or vessel agent, as appropriate.</p>
81	No Easements for Light, Air or View	<p>No easements for light, air or view may be granted to any user in any usage agreement. Accordingly, any diminution or shutting off of light, air or view by any structure which may be erected on lands in the vicinity of the premises described in any usage agreement shall in no way affect any such usage agreement or impose any liability upon the Port.</p>
82	Nondelivery of Possession	<p>If for any reason the Port cannot deliver possession of the premises described in any usage agreement to a user on the date promised, the Port shall not be subject to any liability therefor, nor shall such failure affect the validity of the usage agreement or the obligations of said user thereunder, but in such case, the usage fee shall be abated from the date promised until the Port delivers possession of the premises to said user; provided, however, that if the Port shall not have delivered possession of the premises within ninety (90) days from the promised date, said user may, at said user's option, by written notice to the Port, revoke the usage agreement.</p>

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
83	Late Charge	If any user fees due from users are not received by the Port when due, users shall pay to the Port, in addition to any interest otherwise payable pursuant to this Tariff or the applicable usage agreement, an additional sum of five percent (5%) of the overdue user fees as a late charge.
84	Waivers of Liability	The Port shall not be liable to users for any damage to users or their successors, assigns, agents, servants, employees, contractors, sublicensees, licensees or invitees or the property of any of the foregoing from any cause, except where such damage is caused by the Port's, or its agents' or employees', gross negligence or willful misconduct. Users waive all claims against the Port for damage to persons or property arising for any reason, except such claims arising by reason of the Port's, or its agents' or employees', gross negligence or willful misconduct.
85	Approval of General Contractor	Users shall not construct or alter any works, structures or improvements upon Port premises without first furnishing the Port with a true copy of users' proposed contract with the general contractor and with evidence of the general contractor's financial condition for the Port's approval. The final contracts shall give the Port the right but not the obligation to assume users' obligations and rights under such contracts if the users should default.
86	Performance Bonds	No major construction shall be commenced upon Port premises by users until users have secured and submitted to Port, at said users' sole cost and expense, a performance bond and labor and material bonds in the amount of the total estimated construction cost of the improvements to be undertaken by said users. The Port must be expressly named as an additional obligee or beneficiary under said bonds with all rights and privileges of said user thereunder. All bonds must be issued by a company qualified to do business in the State of California and must be in a form acceptable to the Port.
87	Estoppel Certificates	Users shall at any time upon not less than ten (10) days' prior notice from the Port execute, acknowledge, and deliver to the Port certificates (i) certifying that their applicable usage agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the agreement, as so modified, is in full force and effect) and the date to which the user fees, deposits and other charges are paid in advance, if any (ii) acknowledging that there are not, to users' knowledge, any uncured defaults on the part of the Port hereunder, or specifying such defaults, if any, which are claimed and (iii) certifying any other information con- (Cont'd next page)

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
87	Estoppel Certificates (Cont'd)	cerning the agreement or the premises reasonably requested by the Port. Any failure to deliver such certificate within the required time shall be conclusive upon users (i) that the agreement is in full force and effect, without modification except as may be represented by the Port, (ii) that there are no uncured defaults in the Port's performance, (iii) that not more than one (1) month's user fees have been paid in advance and (iv) that all other information concerning the agreement and the premises reasonably included by the Port in such certificate is true and correct.
88	Indemnification for Hazardous Materials	Users shall not cause or permit any Hazardous Materials (as herein defined) to be brought upon, kept or used in or about Port premises in a manner or for a purpose prohibited by any applicable law, regulation, rule or ordinance. Users shall comply with all affirmative legal requirements concerning Hazardous Materials. If users breach such obligations, or if the presence of Hazardous Materials on Port premises caused or permitted by users results in a release of a Hazardous Material, a discharge of a pollutant or contaminant or any other contamination of Port premises resulting in a potential violation of or incurrance of liability under any applicable law, regulation, rule or ordinance, or if contamination of Port premises by a Hazardous Material otherwise occurs for which a user is liable to the Port or any third party, including without limitation, any governmental agency, under any principal of law or equity, whether contractual, statutory or otherwise, for damage resulting therefrom, then users shall indemnify, protect, save, defend and hold the Port and the Board of Port Commissioners, their agents, contractors, officers, representatives and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, injunctive actions or orders, or losses (including without limitation attorneys' fees) which arise during or after the term of the agreement as a result of such contamination. The indemnification of the Port by users shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in the soil or ground water on or under the premises or emanating from the premises. If the presence of any Hazardous Materials on the premises caused or permitted by said user results in any contamination of Port premises, said user shall promptly take all actions, at said user's sole expense, as are necessary to return the applicable premises to the substantially the same condition as they existed prior to the introduction of any such Hazardous Materials.

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
89	Use of Hazardous Materials	Users shall deliver to the Port prior to occupying Port premises a list identifying each type of Hazardous Materials to be present on Port premises and setting forth any and all governmental approvals or permits required in connection with presence of Hazardous Materials on Port premises ("Hazardous Materials List"). Users shall deliver to the Port an updated Hazardous Materials List at least once a year and shall also deliver an updated list before any new Hazardous Materials are brought onto Port premises or on or before the date users obtain any additional permits or approvals.
90	Environmental Audit	From time to time during the term of any usage agreement, at the Port's written request, which requests shall be delivered no more often than once each calendar year, users shall prepare, at said users' sole cost and expense, an environmental audit of the applicable Port premises (the "Audit") prepared by a qualified, licensed and independent environmental consultant or engineer, reasonably acceptable to the Port, which Audit shall be delivered to the Port within a reasonable time after said users' receipt of Port's request to prepare such Audit. The Port may notify said users of deficiencies in the Audit or of actions to be taken by said users to respond to matters addressed in the Audit. Users shall respond in writing to any such notification within a reasonable time after receipt. If, in the Port's sole discretion, the Audit remains deficient, the Port may prepare or cause to be prepared a new or revised Audit at said users' sole expense. Users shall permit the Port or its agents all reasonable access to Port premises and to users' operations and records to allow an Audit to be conducted. The term "environmental audit" or "Audit" as used herein shall mean a survey and report addressing user's compliance with all applicable environmental laws, rules, regulations or orders. The Audit will be conducted in accordance with all then accepted environmental auditing practices. At a minimum, the Audit shall contain the following: (1) a review of users' records to determine if any unpermitted or unauthorized releases of Hazardous Materials have occurred; (2) a report of all such releases, the circumstances surrounding them, and the steps taken to correct or respond to them; (3) a review of users' industrial processes and activities to ensure that all necessary permits and other authorizations have been obtained and are current; (4) a list and copies of all such permits; and (5) all other information relevant to users' compliance with all applicable environmental laws, rules, regulations or orders including, as relevant: total water consumption; an inventory of Hazardous Materials used in users' operation, including the total amounts brought (Cont'd next page)

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
90	Environmental Audit (Cont'd)	<p>onto Port premises, and an accounting of their disposition; a copy of users' environmental policies manual, if any, training procedures, and any emergency response plans; any risk assessments, risk management prevention plans or similar documents as required by any applicable law, rule, regulation or order; all emissions inventories prepared pursuant to law or otherwise; and any reports or documents submitted to regulatory agencies not previously submitted to the Port. If necessary, such Audit shall include samplings of the air, soil or groundwater at or about Port premises and the conduct of any emissions or effluent testing. Additionally, users will furnish the Port with a true copy of any audit or report prepared by the Department of Health Services or the Environmental Protection Agency or any other governmental and permitting agencies within thirty (30) days of receipt by said user.</p>
91	Definition of Hazardous Materials	<p>The term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto:</p> <p>(1) any "hazardous substance" within the meaning of the CERCLA, 42 U.S.C. § 9601 <u>et seq.</u>; (2) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 <u>et seq.</u>; (3) any "hazardous waste" or "extremely hazardous waste" within the meaning of the California Hazardous Waste Control Law, Cal. Health &amp; Safety Code § 25100 <u>et seq.</u>; (4) any "hazardous chemical substance or mixture" or "imminently hazardous chemical substance or mixture" within the meaning of the Toxic Substances Control Act, 15 U.S.C. § 2601 <u>et seq.</u>; (5) any "hazardous air pollutant" within the meaning of the Federal Clean Air Act, 42 U.S.C. § 7400 <u>et seq.</u>; (6) any "toxic pollutant" or "oil or hazardous substance" within the meaning of the Federal Water Pollution Control Act, 33 U.S.C. § 1250 <u>et seq.</u>; (7) any "contaminant" within the meaning of the Safe Drinking Water Act, 42 U.S.C. § 300i; (8) any "chemical known to the state to cause cancer or reproductive toxicity" within the meaning of the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), Cal. Health &amp; Safety Code § 25249.5 <u>et seq.</u>; (9) petroleum or any fraction thereof; or (10) asbestos.</p>
92	Remediation of Contamination	<p>In the event users are situate in the area of Port premises with operations related to petroleum distribution, storage or processing ("Petroleum Terminal Area"), users will participate and cooperate with other users in the same vicinity to investigate and remediate alleged soil and ground-</p> <p>(Cont'd next page)</p>

## GENERAL TARIFF NO. 1

## STANDARD TERMS AND CONDITIONS

Item	Subject	Application
92	Remediation of Contamination (Cont'd)	<p>water contamination by petroleum hydrocarbons and related substances. All users in the Petroleum Terminal Area shall use their best efforts to negotiate an agreement with all other users in the Petroleum Terminal Area to comply jointly with all requirements of the Regional Water Quality Control Board, Central Valley Region, and other government agencies in respect to any such investigation or remediation. Should any user fail to reach such an agreement with other users, the Port in its sole and arbitrary discretion, shall have the right, in addition to all other rights under said users' usage agreement, to levy a charge not to exceed \$0.05 per barrel of through-put applicable to said user for the purpose of funding any response or remedial costs the Port shall deem reasonable or necessary in respect to any release of petroleum hydrocarbons or related substances in the Petroleum Terminal Area.</p>
93	Emergency Standby	<p>a) All Tenants are required to provide Port staff with a 24-hour Point of Contact, including current name(s) and phone number(s). Port staff must be notified by Tenant when Point of Contact information changes.</p> <p>b) During an emergency event (medical, fire, earthquake, etc.) at or near a Tenant's leasehold area, all Tenants are required to have a Tenant representative available and present at or near the site (based on safety conditions) at all times during such an event. Tenant representative may be requested to assist with access, relocation of materials and/or equipment, etc. by Port staff and/or emergency response personnel. Tenant representative shall provide their name and phone number to Port staff and/or first responders at the scene. A Tenant representative shall leave the scene only if instructed to do so by Port staff and/or emergency response personnel.</p> <p>c) In the event of emergency, or any other cause requiring assistance from the Port and Tenant fails to fulfill responsibilities specified under part (b) above, all Port attendant costs thereto shall be billed to and collected from the Tenant, as appropriate.</p>



SECTION NO. 2

WAREHOUSE RULES AND REGULATIONS

## GENERAL TARIFF NO. 1

## WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
101	Tender For Storage	<p>(a) All merchandise for storage shall be delivered at the warehouse properly packaged and marked for handling. The storer shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately; otherwise the merchandise shall be placed in storage unassorted and will be charged for accordingly.</p> <p>(b) The word "lot" as used herein means the unit or units of merchandise for which a separate account is to be kept by the warehouseman. Delivery of any or all units of a lot shall be made without subsequent sorting except when requested by the storer and subject to a charge.</p> <p>(c) The warehouseman undertakes to store and deliver merchandise only in the original package in which received.</p> <p>(d) The warehouseman shall not be required to accept for storage any commodity which will affect the rate of insurance on other merchandise in storage.</p> <p>(e) The warehouseman reserves the right to move, at his own expense and upon notice sent by mail to the storer of record, merchandise in any room of the warehouse to another room in said warehouse.</p>
102	Storage Period	<p>(a) Except as otherwise provided, rates are based on the first-of-month balance system. The first month's storage will be assessed on the date the first portion of a lot is received. Merchandise remaining in the warehouse on the first day of the following month will be assessed the applicable monthly charge as noted herein. (See Exception)</p> <p style="padding-left: 40px;">EXCEPTION: Merchandise received at the warehouse on or after the 25th day of any month will not be charged until the first of the following month, provided the merchandise remains on hand that next month.</p> <p>(b) Merchandise may be stored on a month to month basis at Warehouseman's option. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months, but if there be no corresponding date in the next succeeding calendar month it shall extend to and include the last day of that month.</p>

(Cont'd next page)

## GENERAL TARIFF NO. 1

## WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
102	Storage Period (Cont'd)	<p>(c) Unless otherwise provided, the warehouseman may, upon written notice to the storer of record and to any other person who has notified the warehouseman in writing that he claims an interest in the merchandise, require the removal of any merchandise by the end of the next succeeding storage month. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or abode of the person or persons to be notified.</p>
103	Application of Rates	<p>(a) Rates named in this tariff apply only to commodities accepted by the warehouseman subject to prior storage arrangements, and of character and condition, and in packages permitting storage and handling under reasonable warehousing conditions, and subject to availability of suitable warehouse space.</p> <p>(b) All charges for storage are on a month to month basis unless otherwise provided. Charges for any particular lot shall begin at the receipt of the first unit of that particular lot in store and shall continue and include the storage month during which the last unit of the particular lot is delivered. All charges for storage are due on the first day of a storage month and all other charges are due when incurred.</p> <p>(c) Goods are not insured nor do storage rates include insurance unless so specified in writing.</p> <p>(d) At warehouseman's option contract storage agreements may be negotiated between the Warehouseman and individual storers, subject to Rules 114 and 115 covering Liability and Warehousemen's Responsibility, and Valuable Merchandise.</p> <p>(e) Except as otherwise provided in this tariff, Warehouse Rates for Storage, Handling, and Accessorial Services will be quoted upon request, and shall be based upon type of cargo involved, services required, and level of wages prevailing at time of quotation.</p>
104	Handling	<p>(a) Handling charges cover the ordinary labor and duties incidental to receiving goods at warehouse door, stowing and delivering to warehouse door, but do not include unloading or loading of cars, vehicles or vessels, unless so specified. Handling charges will be billed with the storage for the first month.</p> <p style="text-align: center;">(Cont'd next page)</p>

## WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
104	Handling (Cont'd)	(b) Goods, at the request of a storer, received or delivered during other than usual business hours will be subject to an additional charge.
105	Car Unloading And Loading	<p>(a) Charges for unloading or loading of cars include use of switch track, labor required to or from warehouse door, and billing of car.</p> <p>(b) Dunnage and fastenings supplied by the warehouseman and used in loading out cars are chargeable to the storer.</p> <p>(c) Any additional costs incurred by the warehouseman in unloading cars containing damaged goods are chargeable to the storer.</p> <p>(d) The warehouseman, unless he has failed to exercise due care and diligence, shall not be responsible for demurrage, nor for delays in unloading inbound cars, nor for delays in obtaining cars for outbound shipments.</p> <p>(e) For "rates, charges, rules and regulations for car loading, car unloading and services" apply Section V, Port of Stockton Terminal Tariff No. 5.</p>
106	Delivery Requirements	<p>(a) No merchandise shall be delivered except upon receipt by the warehouseman of complete written instruction properly signed by the storer, except that emergency telephone orders may be accepted, in which case written confirmation shall be furnished promptly. Such delivery orders should be presented sufficiently in advance of the closing hour to permit completed delivery by such time.</p> <p>(b) When a negotiable receipt has been issued, no merchandise covered by that receipt shall be delivered unless the receipt, properly indorsed, is surrendered for cancellation or for indorsement of partial delivery thereon.</p> <p>(c) When merchandise is ordered out, a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable, due to causes beyond his control, to effect delivery before expiring storage dates, the merchandise will be subject to charges for another storage month; except when the warehouseman has given notice in accordance with the provisions of item 102, or because of fire, acts of God, war, public enemies, seizure under legal process, strikes or lockouts, riots and civil commotions, if he is</p>

(Cont'd next page)

GENERAL TARIFF NO. 1

WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
106	Delivery Requirements (Cont'd)	unable, due to causes beyond his control, to effect delivery before the expiring storage date, the merchandise shall be subject to storage charges only for the part of the month during which the merchandise remains in storage.
107	Collection Of Charges	Storage charges accrue at the beginning of the month's term and charge for handling accrues with the first month's storage charge; all charges for storage or other services are due and payable as they accrue, but bills may be rendered and collected monthly.
108	Minimum Charge	The minimum charge under this tariff will be \$140.23 per invoice.
109	Insurance	Rates named herein do not include fire or other insurance. Merchandise in warehouse is not insured by warehouseman, unless depositor gives written order to do so, stating amount and kind of insurance desired, and such insurance will be charged to the storer at cost.
110	Warehouse Hours	The warehouse will be open for receipt and delivery of merchandise between the hours of 8 A.M. and 5 P.M., Mondays through Fridays, except Holidays. When merchandise is received or delivered at other than regular business hours, an additional charge shall be made.
111	Transfer of Storage Account	No merchandise shall be transferred on the books of the warehouseman until written instructions are delivered to and accepted by him and all charges up to time of transfer are chargeable to storer of record. A new storage date will commence at date of transfer. When a negotiable receipt has been issued no merchandise covered by that receipt shall be transferred unless the receipt, properly endorsed, is surrendered for cancellation or for endorsement or transfer.
112	Gross Weights and Measurements	(a) Where rates are named by weight or measurement, they will be computed on the gross weight or the extreme dimensions of all sides of the package.

(Cont'd next page)

## GENERAL TARIFF NO. 1

## WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
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112	Gross Weights and Measurements (Cont'd)	<p>(b) In arriving at the outside cubic measurement, the extreme dimensions of all sides of the package will be used, as follows:</p> <table border="1"> <thead> <tr> <th data-bbox="592 453 980 485">Shape of Package or Unit</th> <th data-bbox="1062 453 1417 485">Method of Computation</th> </tr> </thead> <tbody> <tr> <td data-bbox="592 512 773 543">Cylindrical</td> <td data-bbox="1062 512 1433 573">Square of the diameter times the height.</td> </tr> <tr> <td data-bbox="592 602 915 663">Conical or irregular cylindrical</td> <td data-bbox="1062 602 1495 663">Square of the largest diameter times the height.</td> </tr> <tr> <td data-bbox="592 690 742 722">All other</td> <td data-bbox="1062 690 1528 783">Height times depth times width, using the largest measurement for each factor.</td> </tr> </tbody> </table> <p>(c) When the outside measurement of a package embraces fractions of an inch, such fractions will be disposed of as follows:</p> <p>Where but one fraction exists considering all dimensions of the package, less than one-half inch will be dropped and one-half inch or over will be increased to a full inch; where there are two fractions on two dimensions, the fraction on the longer dimension will be added to the fraction on the smaller dimension and that result treated as though one fraction. Where there are three fractions on three dimensions, the ones on the smallest and largest dimension will be increased to a full inch and the other dropped.</p>	Shape of Package or Unit	Method of Computation	Cylindrical	Square of the diameter times the height.	Conical or irregular cylindrical	Square of the largest diameter times the height.	All other	Height times depth times width, using the largest measurement for each factor.
Shape of Package or Unit	Method of Computation									
Cylindrical	Square of the diameter times the height.									
Conical or irregular cylindrical	Square of the largest diameter times the height.									
All other	Height times depth times width, using the largest measurement for each factor.									

113	Extra Services Subject To Charge	<p>(a) Extra services in the interest of the storer, such as special warehouse space, material, drayage, repairing, cooperating, assorting, sampling, weighing, repiling, inspection, physical warehouse checking, compiling stock statements, collections, revenue stamps, reporting marked weights or numbers, handling railroad expense bills, etc., are chargeable to the storer.</p> <p>(b) Shipping includes marking, tagging, billing, procuring and forwarding bills of lading, and is chargeable to the storer.</p> <p>(c) Freight and other disbursements made on behalf of the storer, and charges therefor are due and payable on demand.</p>
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## GENERAL TARIFF NO. 1

## WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
113	Extra Services Subject To Charge (Cont'd)	<p>(d) Storers may, subject to insurance regulations and reasonable limitations, have access to their merchandise in storage when accompanied by a warehouse employee whose time will be charged to the storer.</p> <p>(e) Storers shall be allowed to have access to warehouse to work on goods in storage only when accompanied by a regular warehouse employee whose time will be charged to the storer. The warehouse employee will, if requested, assist in the work to be done.</p>
114	Liability and Warehousemen's Responsibility	<p>(a) LIABILITY - The responsibility of a warehouseman, in the absence of written provisions, is the reasonable care and diligence required by law.</p> <p>(b) Perishable goods, or goods which are susceptible to damage through temperature changes or other causes incident to general storage, are accepted in general storage only at owner's risk for such damages as might result from general storage conditions.</p> <p>(c) RESPONSIBILITY, LOSS AND DAMAGE - Warehousemen are not responsible for loss or damage caused by fires (from any cause) frost or change of weather, riots, strikes, insurrections, earthquakes, or from inherent or perishable qualities of the merchandise, or other causes beyond their control; and are not responsible for loss or damage caused by leakage, pilferage, ratage, sprinkler leakage, theft, vermin or water, unless such loss or damage be caused by the failure of the warehousemen to exercise the ordinary care and diligence required of them by law. As a condition of storage, the failure of warehouseman to deliver goods to any person entitled thereto shall not constitute a conversion of goods nor subject warehouseman to any liability whatsoever when such non-delivery results from causes arising from strikes, lockouts, work stoppages, or restraints of labor, from whatever cause.</p> <p>The warehouse will not be responsible for loss or damage occasioned by any misunderstanding of orders or instructions received or taken by telephone.</p> <p>As a condition precedent to recovery, claims for loss or damage must be made in writing within thirty days after the merchandise is delivered from warehouse, or, in the case of failure to make delivery, then within thirty days after delivery of the last package of the lot in warehouseman's apparent possession.</p>

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## GENERAL TARIFF NO. 1

## WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
114	Liability and Warehousemen's Responsibility (Cont'd)	<p>(d) HAZARDOUS COMMODITIES - The warehouse will not be required to accept for storage any commodity that will affect the rate of insurance on other merchandise in storage.</p> <p>Where reference is made hereto by any rate item, the product will not be stored except in warehouses that are unrestricted from acceptance of any commodity for storage under the insurance rate established on contents stored therein.</p> <p>(e) INSURANCE - Rates named herein do not include fire or other insurance. Merchandise in warehouse is not insured by warehouseman unless depositor gives written order to do so, stating amount and kind of insurance desired.</p> <p>(f) OPEN PACKAGES - Where goods are accepted in open packages or where original packages are broken for partial delivery storage is at owner's risk of loss or damage.</p>
115	Valuable Merchandise	<p>(a) For the purpose of fixing the maximum limit of the warehouseman's liability for loss of or damage to merchandise, the value of the merchandise shall be conclusively presumed to be not in excess of 25 cents per pound (including all Government duties and excise taxes), unless a greater value shall be declared as hereinafter provided. At the time the merchandise is offered for storage, the storer, subject to the provisions of Part (b) hereof may declare in writing a value greater than 25 cents per pound, and in the event such declaration is made the value of the merchandise shall be conclusively presumed to be not in excess of the value so declared. In no case shall the warehouseman's liability exceed the actual value of the merchandise.</p> <p>The limit of liability as provided in this rule shall apply separately and proportionately to each part of the stored merchandise and the liability, if any, for any partial loss of, or damage to, any part thereof shall be limited to such portion of the actual loss or damage as shall be proportionate to the limitation of liability as herein provided with respect to such part.</p> <p>(Cont'd next page)</p>



## GENERAL TARIFF NO. 1

## WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
115	Valuable Merchandise (Cont'd)	<p>(b) In the event that storer elects to declare the value of merchandise to be in excess of 25 cents per pound as provided in Part (a) hereof, the storage rate or minimum charge applicable thereto will be subject to an additional charge per month equal in amount to 1/4 of one percent of the excess value so declared, except as otherwise provided in individual rate items.</p> <p>Where the value of merchandise changes after storer's original declaration, it will be incumbent upon storer to declare a new value in writing in order to obtain a revision of charges under this rule.</p>
116	Supplies and Materials Furnished	When the warehouseman furnishes material to storers, such as lumber, packing materials, sacks, twine, etc., the charge therefor shall be the actual cost to the warehouseman for such material furnished.
117	Negotiable Warehouse Receipts	Where storer requests negotiable warehouse receipt an extra charge will be made for such receipt.
118	Collections Of Money On Behalf of Storer	A charge will be made when the warehouseman is requested to make collections for the account of the storer. Where customers' checks are accepted in lieu of cash, the warehouseman will assume no responsibility for the validity of such checks and shall be reimbursed by the storer for any losses sustained from such transactions.
119	Change In Schedule Of Charges	The rates, charges, rules and regulations named in this tariff and additions, revisions, or supplements thereto shall apply on all merchandise delivered to or from the warehouse on and after the effective date of this tariff or the effective dates of additions, revisions, or supplements thereto.
120	Telephone Service	No free telephone service shall be given to any warehouse customer, or any telephone service at less than the amounts charged the warehouse for the service rendered. The foregoing rule shall not preclude a warehouseman from allowing incidental or casual calls over the phone without charging therefor.

## WAREHOUSE RULES AND REGULATIONS

Item	Subject	Application
121	Special or Extra Labor	Labor furnished during regular hours for special services, not otherwise provided for, and labor furnished as requested during overtime hours will be charged per item No. 201 of this tariff.
122	Rental of Warehouse Equipment	When warehouse equipment is rented to draymen, storers or others for the loading, unloading or other handling of goods a charge will be made per item No. 202 of this tariff. It will be at the option of the warehouseman to supply the operator, and when supplied an extra charge for his time will be made in accordance with item No. 201.
123	Package Plan Rates	Item cancelled.

SECTION NO. 3  
WAREHOUSE RATES AND CHARGES

WAREHOUSE RATES AND CHARGES

Item	Subject	Rates and Charges
201	Man-Hour Rates	<p>BASIC STRAIGHT TIME - \$95.74 per man-hour</p> <p>All work performed between the hours of 8:00 A.M. and 5:00 P.M., Monday thru Friday, excepting Holidays.</p> <p>OVERTIME - \$149.60 per man-hour</p> <p>All work performed between the hours of 5:00 P.M. and 8:00 A.M., Monday thru Friday, and all work on Saturdays, Sundays and Holidays.</p> <p>NOTE: At the option of the warehouseman, special man-hour rates covering straight time, overtime, penalty time, swing and graveyard shifts, may be quoted upon request.</p>
202	Equipment Rental Charges	<p>Item cancelled. For rates to apply see Item 890, Port of Stockton Terminal Tariff No.5.</p>
203	Stenciling or Marking Packages	<p>The rate for stenciling, marking, strapping or tagging packages will be quoted upon request.</p>

WAREHOUSE RATES AND CHARGES

Item	Subject	Rates and Charges
204	Freight Transfer Charges - Dried Milk	Item Cancelled.
205	Withdrawal From Bonded Warehouse	Item cancelled.
206	Special Services	Item cancelled. Rates for such services to be quoted upon request.
207	Maintenance of Records	Item cancelled.
208	Parcel Post and UPS Shipments	Item cancelled.

WAREHOUSE RATES AND CHARGES

Item	Subject	Rates and Charges
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PAGE CANCELLED.

WAREHOUSE RATES AND CHARGES

Item	Subject	Rates and Charges
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PAGE CANCELLED. Provisions transferred to Page 41.

WAREHOUSE RATES AND CHARGES

Item	Commodity	Rates	
WAREHOUSE STORAGE RATES <u>IN CENTS PER PACKAGE OR QUANTITY SPECIFIED</u>			
	Commodity and Package Description	Monthly Storage	Storage Handling
209	Item Cancelled.		
210	Item Cancelled.		
211	Item Cancelled.		
212	Merchandise, not otherwise specified: See Item 103(e)	--	--
213	Item Cancelled.		
214	Item Cancelled.		
214.1	Item Cancelled.		
214.2	Item Cancelled.		



## WAREHOUSE RATES AND CHARGES

Item	Subject	Rates
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WAREHOUSE STORAGE RATES  
IN CENTS PER PACKAGE OR QUANTITY SPECIFIED

215	Cotton, in Bales; viz.:	
	Compressed High-D Bales	5¢ Per Bale Per Day
	Compressed Standard Bales	
	Compressed Universal Bales	or Fraction Thereof.
	Gin Standard Bales	
	Gin Universal Bales	

NOTE A: Rate named does not include fire or other insurance, and is subject to Rule Nos. 114 and 115 of this tariff.

216	ITEM CANCELLED.	
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217	Cotton and Cotton Linters. Other than Described in item 215. (Subject to Note A)	
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NOTE A: Rates and services, with or without insurance coverage, will be subject to negotiation.

WAREHOUSE RATES AND CHARGES

Item      DOMESTIC MERCHANDISE - PACKAGE PLAN RATES (SUBJECT TO NOTE)

218      Item cancelled.

WAREHOUSE RATES AND CHARGES

Item                    IMPORT MERCHANDISE - PACKAGE PLAN RATES (SUBJECT TO NOTE)

219                    Item cancelled.

SECTION NO. 4  
MISCELLANEOUS SERVICES  
RATES AND CONDITIONS

## SERVICE AND FACILITIES CHARGES

Item	Subject	Rates and Conditions
301	Service and Facilities Charge (Subject to Notes 1, 2 and 3)	<p>Service and Facilities Charge is the charge assessed against vessels, their owners, agents or operators which load or discharge cargo at the terminals for the use of terminal working areas in the receipt and delivery of cargo to and from vessels and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer of cargo.</p> <p>(a) From vessels to consignees, their agents or connecting carrier, or (b) From shippers, their agents or connecting carriers, to vessels.</p> <p>The foregoing does not include any services or facilities the charge for which is included in wharfage, dockage, wharf demurrage, wharf storage, or other individual charges.</p> <p>No person other than the Port of Stockton shall be permitted to perform the services covered by this item.</p> <p>NOTE 1: Service and facilities charge does not include any cargo handling, loading nor unloading operations, nor any labor other than that which is essential to performing the service. Clerks and labor required to check and sort cargo which vessel operator has not sorted according to steamship bill of lading at the time of discharge from the vessel, will be charged to the vessel at the man-hour rates named in Item 600, Port of Stockton Terminal Tariff No. 5 for the time consumed plus charges for the use of equipment.</p> <p>NOTE 2: 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 shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charge shall be billed to and paid by the vessel, its owners, agents or operators, to the terminal. Allocation or adjustment of this charge between vessel and cargo shall be made solely by the parties to the contract of affreightment, in accordance with the terms of such contract.</p> <p>The term "Contract of Affreightment" as used herein shall mean tariff, charter party, ocean rate or</p>

(Cont'd next page)

## GENERAL TARIFF NO. 1

## SERVICE AND FACILITIES CHARGES

Item	Subject	Rates and Conditions
301	Service and Facilities Charge (Cont'd)	any other arrangements under which the vessel transports cargo.  NOTE 3: The Service and Facilities Charge also applies to receipt and shipment of non-vessel cargoes at facilities where an agreement stipulates that a throughput charge is applicable in accordance with General Tariff No. 1, Items 301 and 302.

SERVICE AND FACILITIES CHARGES

Item	Subject	Rates and Conditions
302	Service and Facilities Charge -	<p>Rates (Subject to Note 1)</p> <p>Service and Facilities Charges Rates shall be open, and rates subject to quotation upon request.</p> <p>(Note 1: Service and Facilities Charges will be subject to Clerks Stand-by and Minimum Hours, per item 160, Port of Stockton Terminal Tariff No. 5.)</p> <p>Open rates, subject to quotation, based upon type of commodity, quantity involved, services required and level of wages prevailing at time of quotation.</p>

SERVICE AND FACILITIES CHARGES

Item	Subject	Rates and Conditions



## BULK COMMODITIES, DRY - OUTBOUND

Item	Subject	Rates and Conditions
401	Outbound Dry Bulk Commodities	<p>Rates for handling dry bulk commodities will be quoted by the Port upon application, and will be based upon vessel type and gear, type of commodity and commodity characteristics, quantity involved, services required and level of wages prevailing at time of quotation. Sample of commodity may be required prior to quotation in order to determine inherent characteristics.</p> <p>UNLESS OTHERWISE SPECIFIED; rates cover following services only:</p> <ol style="list-style-type: none"> <li>1. Unloading Bottom Dump Hopper rail cars or trucks.</li> <li>2. All direct labor for loading on productive hours only. Rates do not include extra labor (cleaning hatches, etc.), Detention Time (inclement weather, etc.), or Guaranteed Time while stevedoring vessel.</li> <li>3. Stockpiling if and as agreed.</li> <li>4. Mechanical trimming.</li> </ol> <p>UNLESS OTHERWISE PROVIDED; rates do <u>NOT</u> include any of the following services and conditions which may or may not be required or applicable, but if required or applicable are for account of party ordering same. The Port must be instructed prior to arrival of vessel whether these services and conditions are for account of vessel or cargo.</p> <p>If there are any conditions in the Charter Party which are in conflict with these requirements, they are to be resolved between the Charter Parties, and the Port of Stockton so notified in writing.</p> <ol style="list-style-type: none"> <li>1. <u>Holidays</u>. No work shall performed on Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.</li> <li>2. <u>Uncovering and Covering Hatches</u>. Uncovering or covering of hatches including 'tween decks and preparing holds to receive cargo. Vessels may arrive with hatches completely open and may leave with hatches completely open. Any opening or closing of hatches while vessel is secured in berth must be done by stevedores. (See Par. 21)</li> </ol>

(Cont'd next page)

BULK COMMODITIES, DRY - OUTBOUND

Item	Subject	Rates and Conditions
401	Outbound Dry Bulk Commodities (Cont'd)	3. <u>Excess Shifting</u> . Excess shifting of vessel to load cargo, attendant rigging and unrigging of ship's gear, or raising and lowering of Gantry loading spout. Excess shifting time will be calculated from the completion of loading one hatch until the starting of a new hatch. Basic handling rate quoted shippers includes shifting time as specified below for specific quantity. Such time as is required by vessel to shift from hatch to hatch in excess of the time specified below will be charged for at cost based on the hourly rates as per Par. 22.

<u>LONG TONS</u>	<u>TIME ALLOWED</u>	<u>LONG TONS</u>	<u>TIME ALLOWED</u>	<u>LONG TONS</u>	<u>TIMES ALLOWED</u>
Up to		12,000 L/T	3-3/4 Hours	24,000 L/T	7-1/2 Hours
1,000 L/T	1/4 Hour	13,000 L/T	4 Hours	25,000 L/T	8 Hours
1,500 L/T	1/2 Hour	13,500 L/T	4-1/4 Hours	26,000 L/T	8-1/4 Hours
2,500 L/T	3/4 Hour	14,000 L/T	4-1/2 Hours	27,000 L/T	8-1/2 Hours
3,500 L/T	1 Hour	14,500 L/T	4-3/4 Hours	28,000 L/T	9 Hours
4,000 L/T	1-1/4 Hours	15,500 L/T	5 Hours	29,000 L/T	9-1/4 Hours
4,500 L/T	1-1/2 Hours	16,500 L/T	5-1/4 Hours	30,000 L/T	9-1/2 Hours
5,500 L/T	1-3/4 Hours	17,500 L/T	5-1/2 Hours	31,000 L/T	9-3/4 Hours
6,500 L/T	2 Hours	18,000 L/T	5-3/4 Hours	32,000 L/T	10-1/4 Hours
7,500 L/T	2-1/4 Hours	19,000 L/T	6 Hours	33,000 L/T	10-3/4 Hours
8,000 L/T	2-1/2 Hours	19,500 L/T	6-1/4 Hours	34,000 L/T	11 Hours
9,000 L/T	2-3/4 Hours	20,500 L/T	6-1-2 Hours	35,000 L/T	11-1/4 Hours
9,500 L/T	3 Hours	21,500 L/T	6-3/4 Hours	36,000 L/T	11-1/2 Hours
10,500 L/T	3-1/4 Hours	22,000 L/T	7 Hours		
11,000 L/T	3-1/2 Hours	23,000 L/T	7-1/4 Hours		

4. Hauling Vessel. Hauling of vessel will be charged at extra labor rates. (See Par. 25)

5. Dunnaging, Etc. Dunnaging, bulkheading, or providing cargo identity separations will be charged at Extra Labor rates. (See Par. 21)

(Cont'd next page)

## BULK COMMODITIES, DRY - OUTBOUND

Item	Subject	Rates and Conditions
401	Outbound Dry Bulk Commodities (Cont'd)	<p>7. <u>Line Service, Etc.</u> Line service, docking and undocking, dockage, tugboat fees. If necessary to move any lines to accomplish shifting of the vessel, a Line Service Charge will be made as per Port of Stockton Tariff No. 5 Item No. 605.</p> <p>8. <u>Demurrage on Rail Cars and Trucks.</u> Unless the Port of Stockton is directly responsible for delay in unloading rail cars or trucks, it will not assume any responsibility for demurrage charges which may accrue against such cars or trucks.</p> <p>9. <u>Cargo Insurance.</u> Rates do not include cargo insurance.</p> <p>10. <u>Special Services.</u> Special services in connection with handling of rail cars such as uncovering or preparing cars for unloading. (See Par. 25)</p> <p>11. <u>Stand-by Time.</u> Stand-by time due to any cause occasioned by vessel, i.e., non-arrival after gangs ordered, non-readiness to receive cargo on arrival, waiting for rigging of gangway and safety net, etc. (See Par. 22)</p> <p>12. <u>Loss or Damage.</u> The Port of Stockton will not be responsible for loss or damage due to contamination or changes in grade caused by dust from other commodities, or by conditions beyond the control of the Port.</p> <p>13. <u>Delays to The Vessel.</u> The Port of Stockton will not be responsible for delays to the vessel because of mechanical or electrical failures, strikes or other labor-imposed restrictions or because of forces beyond the power of the Port to control. (See Par. 22)</p> <p>14. <u>Condition of Cargo.</u> Any caking or hardening of cargo which results in extra labor expense for unloading trucks or rail cars, or during loading out of stockpile, or while loading to vessel will be charged at extra labor man-hour rates. (See Par. 25)</p> <p>15. <u>Weight Certification - Rail or Truck.</u> Truck or railroad weight certification will be used in determining the amount of tonnage received at the Port via truck or rail.</p>

(Cont'd next page)

BULK COMMODITIES, DRY - OUTBOUND

Item	Subject	Rates and Conditions
401	Outbound Dry Bulk Commodities (Cont'd)	<p>16. <u>Draft Survey</u>. Certification of number of tons loaded to vessels is to be arranged by, and for the account of, the shipper.</p> <p>17. <u>Routing</u>. All cargo may be routed care of the Port of Stockton. No extra switch charges are incurred on line haul rail movements as reciprocal switching applies on shipments to the Port.</p> <p>18. <u>Stop Work Meeting - First Tuesday of Each Month</u>. In common with all other Pacific Coast Ports, operations at the Port of Stockton are affected by a monthly 16 hour stop work meeting by the ILWU. This stop work meeting occurs on different days of the month for each Pacific Coast Port. At Stockton the stop work meeting is held on the first Tuesday of each month between 1600 and 0800 hours (from 4:00 P.M. until 8:00 A.M.) unless to finish loading a vessel that can be accomplished within a two hour extension period. This time frame should be taken into consideration by shippers, agents, and vessel operators in scheduling ships for arrival, loading, and departure.</p> <p>19. <u>Bad Order Cars</u>. Bad order cars will be unloaded at extra labor rates. (See Par. 25)</p> <p>20. <u>Fair Weather Working Days</u>. Unless otherwise instructed by shipper, cargo will be loaded to vessels only during fair weather working days.</p> <p>21. <u>Extra Labor Charges</u>. Extra labor charges for Par. Nos. 2, 5, and 6 will be at the Port's cost for labor, equipment and materials.</p>

(Cont'd next page)

BULK COMMODITIES, DRY -BOUND

Item	Subject	Rates and Conditions
401	Outbound Dry Bulk Commodities (Cont'd)	<p>22. <u>Detention Time, Stand-by Time</u>. Detention or Stand-by Time for Par. Nos. 3, 11 and 13 will be charged at out-of-pocket cost.</p> <p>23. <u>Order of Gangs</u>. Confirmation of gangs shall be made by agent or charterer, whoever is responsible for such ordering.</p> <p>24. <u>Depth of Channel</u>. Project depth from westerly boundary of Suisun Bay to Stockton 35 feet below mean low low water. Sailing Draft: 37' - Fresh Water. This depth should be cleared before making arrangements for loading bulk cargo at the Port of Stockton.</p>

## BULK COMMODITIES, DRY - INBOUND

Item	Subject	Rates and Conditions
501	Inbound Dry Bulk Commodities	<p>The Port of Stockton will perform the service of unloading bulk commodities from vessels or barges, pursuant to conditions specified herein.</p> <p>Rates for handling dry bulk commodities will be quoted by the Port upon application, and will be based upon vessel type and gear, type of commodity and commodity characteristics, quantity involved, services required and level of wages prevailing at time of quotation. Sample of commodity may be required prior to quotation in order to determine inherent characteristics.</p> <ol style="list-style-type: none"> <li>1. <u>Summary of Operation</u>. Bulk cargoes are unloaded utilizing either shoreside cranes or ship's gear equipped with clamshell buckets and moved via dockside hoppers through a closed conveyor system direct into storage. Cargoes may also be discharged through a closed conveyor system direct to trucks.</li> <li>2. <u>Uncovering and Covering Hatches</u>. Rates do not provide for uncovering or covering of hatches including 'tween decks and removing beams. Vessels may arrive at unloading dock with hatches open and depart with hatches open. Any opening or closing of hatches while vessel is secured in berth must be done by stevedore at extra labor expense.</li> <li>3. <u>Cargo Weight Certification</u>. The weight of product arriving by vessel shall be determined by either vessel bill of lading or draft survey, whichever is lower.</li> <li>4. <u>Truck Demurrage</u>. Unless the Port of Stockton is directly responsible for delay in loading consignee's trucks, it will not assume responsibility for resulting demurrage charges.</li> <li>5. <u>Rate Provisions</u>. Rates quoted do not provide for charges incurred as a result of detention time, extra labor or guaranteed time paid to stevedore gangs.</li> <li>6. <u>Check Clerks</u>. The Port will provide check clerks to tally consignee's trucks, if so desired. This is an accessorial service, and will be charged for at applicable man-hour rates.</li> <li>7. <u>Delays to Vessel</u>. The Port of Stockton will not be responsible for delay to the vessel because of mechanical or electrical failures, strikes or other labor - imposed restrictions, or because of forces beyond the power of the Port to control.</li> </ol>

(Cont'd next page)

## BULK COMMODITIES, DRY -INBOUND

Item	Subject	Rates and Conditions
501	Inbound Dry Bulk Commodities (Cont'd)	<p>8. <u>Stevedoring</u>. Consignees or their agents may sub-contract stevedoring through the Port of Stockton or contract with a stevedore of their choice. It shall be the responsibility of stevedores to maintain proper pollution control in the handling of inbound bulk cargo.</p> <p>9. <u>Cleaning of Wharf</u>. Cleaning of dock areas will be performed by the Port of Stockton at charges published in Item 1402.</p> <p>10. <u>Condition of Cargo</u>. Cargo must arrive and be delivered out to trucks or rail cars in a free-flowing state. Extra labor required to break up hardened cargo will be charged at man-hour rates, plus equipment.</p> <p>"Free-flowing" is defined as having an inherent fluidity in moving through conveyor systems and hoppers.</p> <p>11. <u>Fair Weather Working Days</u>. Unless otherwise instructed by consignee, cargo will be discharged only during fair weather working days. See Paragraph Number 8.</p> <p>12. <u>Stop Work Meeting - First Tuesday of Each Month</u>. In common with all other Pacific Coast Ports, operations at the Port of Stockton are affected by a monthly 16 hour stop work meeting by the ILWU. This stop work meeting occurs on different days of the month for each Pacific Coast Port. At Stockton the stop work meeting is held on the first Tuesday of each month between 1600 and 0800 hours (from 4:00 P.M. until 8:00 A.M.), unless to finish unloading a vessel that can be accomplished within a two hour extension period. This time frame should be taken into consideration by consignees, agents, and vessel operators in scheduling ships for arrival, unloading, and departure.</p> <p>13. <u>Cleaning Ship's Holds</u>. Rates <u>do not</u> provide for cleaning of ship's holds upon completion of discharge. Arrangements for this service must be made prior to vessel arrival and the Port reserves the right to require payment in advance for such service.</p>

(Cont'd next page)

## BULK COMMODITIES, DRY - INBOUND

Item	Subject	Rates and Conditions
501	Inbound Dry Bulk Commodities (Cont'd)	<p>14. <u>Order of Gangs</u>. Confirmation of gangs shall be made by agent or charterer, whoever is responsible for such ordering.</p> <p>15. <u>Storage</u>. Warehouse storage of bulk commodities is tendered on a space available basis.</p> <p>16. If there are any conditions in the charter agreement which are in conflict with these requirements, they are to be resolved between the charter parties, and the Port of Stockton so notified in writing.</p> <p>17. <u>Truck Weighing</u>. Rates do not include weighing trucks. For rates to apply see Item 1410.</p>



## BAGGING SERVICE

Item	Subject	Rates and Conditions
601	Bagging Service	Item cancelled.

(Cont'd next page)

## BAGGING SERVICE

Item	Subject	Rates and Conditions
601	Bagging Service (Cont'd)	Item cancelled.

TRUCK LOADING AND UNLOADING

Item	Subject	Rates and Conditions
701	Truck Loading & Unloading	Subject to quote:

(Cont'd next page)

TRUCK LOADING AND UNLOADING

Item	Subject	Rates and Conditions
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CONTAINER FREIGHT STATION/CONTAINER YARD - INBOUND

Item	Subject	Rates and Conditions
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801	Item Cancelled	
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CONTAINER FREIGHT STATION/CONTAINER YARD - INBOUND

Item	Subject	Rates and Conditions
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801	Item Cancelled	
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CONTAINER FREIGHT STATION/CONTAINER YARD - OUTBOUND

Item	Subject	Rates and Conditions
901	Item Cancelled	

CONTAINER FREIGHT STATION/CONTAINER YARD - OUTBOUND

Item	Subject	Rates and Conditions
901	Item Cancelled	

ISSUED: JUNE 1, 1995

PORT OF STOCKTON

EFFECTIVE: JULY 1, 1995



## MINI-BRIDGE CONTAINER SERVICE

Item	Subject	Rates and Conditions
1001	Mini-Bridge Container Service - Inbound and Outbound	SERVICE CANCELLED

(Cont'd next page)

MINI-BRIDGE CONTAINER SERVICE

Item	Subject	Rates and Conditions
1001	Mini-Bridge Container Service - Inbound and Outbound (Cont'd)	SERVICE CANCELLED

STUFFING AND UNSTUFFING CONTAINERS

Item	Subject	Rates and Conditions
1101	Stuffing and Unstuffing Containers <b>(See Note)</b>	<u>Item Cancelled</u>

GENERAL TARIFF NO. 1

POLLUTION PREVENTION

Item	Subject	Rates and Conditions
1201	Pollution Prevention and Control	<p>In order to effectively monitor compliance with governmental pollution control standards for handling of both liquid and dry bulk cargoes, the Port of Stockton maintains a Pollution Monitoring and Prevention Program. A secondary purpose of this program is to ensure both the Port's and cargo owner's minimal exposure to risk should an accident or spill occur.</p> <p>The charge for this service is \$0.335 per metric ton of cargo discharged or loaded.</p>
1202	Stormwater Discharge	<p>In order to ensure compliance with federal and state regulations associated with monitoring and testing stormwater discharge, and to defray the cost attendant thereto, the Port will assess a fee of one-half (1/2 ¢) per square foot of rental space monthly to all tenants other than those importing or exporting dry or liquid bulk cargoes across port wharves (see item 1201). For purposes of this part, an importer or exporter is defined as having shipped liquid or dry bulk cargoes across port wharves within the current calendar year.</p>
1203	Monitoring of Loading and Unloading Operations	<p>Each tenant, stevedore, or other responsible party is required to monitor, or cause to be monitored, each of its material loading and unloading operations at the Port of Stockton which have a reasonable potential to cause a discharge into the Stockton Deepwater Channel or the San Joaquin River and that could adversely affect water quality. The terms "monitor" and "monitored" as used in this Item, are defined to include visual observation and water quality analysis. The requisite water quality analysis shall include sampling the receiving waters for relevant pollutants. Prior to conducting any loading or unloading of material, each tenant, stevedore, or other responsible party shall submit a plan for monitoring to the Port Director for approval.</p>

POLLUTION PREVENTION

Item	Subject	Rates and Conditions
1204	Definitions	<p>a) "Industrial Activities Storm Water General Permit" means California State Water Resources Control Board Water Quality Order No. 97-03-DWQ, as it may be amended or replaced.</p> <p>b) "Authorized non-storm water discharges," "best management practices," and "non-storm water discharge" have the same meaning as they do under the Industrial Activities Storm Water General Permit. "Storm water discharge associated with industrial activity" has the same meaning as in 40 C.F.R. section 122.26(b)(14).</p> <p>c) "Premises" means 1) all areas at the Port of Stockton that a person occupies, improves, works on, or manages, whether as lessee or sublessee; and 2) all areas at the Port of Stockton that a person owns, if that person conducts activities in the area and does not lease the area to another person.</p> <p>d) "Fiscal year" means the period from July 1 until June 30 of the following year.</p> <p>e) "Person" has the same meaning as it does under the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq.</p> <p>f) "Port Director" means the Port Director, the acting Port Director, or any person or persons designated by the Port Director.</p>

1205	Control of Storm Water Discharges	<p>a) All persons conducting industrial activities, including construction activities, at the Port of Stockton shall comply with all applicable laws concerning a storm water discharge associated with industrial activity</p> <p>b) All persons not subject to the provisions of paragraph (a) shall implement best management practices to control storm water discharges associated with their activities at the Port of Stockton. The Port Director shall have authority to require that any person conducting activities at the Port of Stockton:</p>
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(Cont'd next page)

## GENERAL TARIFF NO. 1

## POLLUTION PREVENTION

Item	Subject	Rates and Conditions
1205	Control of Storm Water Discharges (Cont'd)	<ol style="list-style-type: none"> <li>1) Prepare a list of best management practices in place to control and to minimize the discharge of materials associated with its activities at the Port together with inspection records indicating the implementation of best management practices.</li> <li>2) Maintain a copy of the list of best management practices at the premises where activities are conducted at the Port.</li> <li>3) Submit a copy of the initial list of best management practices to the Port Director for review, and make the list, along with any revisions, available for inspection by the Port Director.</li> <li>4) Review, and as necessary, revise its list of best management practices: and</li> <li>5) Maintain, for at least five years, lists of best management practices it has implemented.</li> </ol> <p>c) The Port Director shall have authority to require that any person conducting activities at the Port of Stockton monitor and report on storm water discharges from its activities at the Port of Stockton as described in this paragraph.</p> <ol style="list-style-type: none"> <li>1) During at least one storm event per fiscal year, each person required to sample under this paragraph shall monitor and sample storm water discharges from its activities. Samples shall be taken at each location within a person's premises where storm water enters the Port of Stockton's storm water conveyance system at drop inlets and/or as sheet flow into Port drainage ditches.</li> <li>2) Each person required to sample under this paragraph shall: <ol style="list-style-type: none"> <li>i) Conduct the sampling using the protocols required under the Industrial Activities Storm Water General Permit, including the requirements for the number of dry working days preceding the sampling event;</li> </ol> </li> </ol>

(Cont'd next page)

## GENERAL TARIFF NO. 1

## POLLUTION PREVENTION

Item	Subject	Rates and Conditions
1205	Control of Storm Water Discharges (Cont'd)	<p data-bbox="756 338 1539 453">ii) Sample for constituents as required under the Industrial Activities Storm Water General Permit and additional parameters if required by the Port; and</p> <p data-bbox="756 485 1539 600">iii) Prepare a visual observation report, in the form prescribed by the Industrial Activities Storm Water General Permit, describing the character of the storm water discharge.</p> <p data-bbox="678 632 1539 842">3) In the event that a person's premises at the Port of Stockton do not contain a point of entry into the Port of Stockton's storm water conveyance system either through discharge into a drop inlet or sheet flow discharge into a drainage ditch, the person need only prepare the report required under (2) (iii) of this paragraph.</p> <p data-bbox="678 873 1539 1020">4) Each person required to sample under this paragraph shall submit a copy of the sampling reports and visual observations prepared under this paragraph to the Port Director by the last day of each fiscal year.</p> <p data-bbox="597 1052 1539 1167">d) The Port Director shall have the authority to require that any person conducting activities at the Port of Stockton monitor, sample, or analyze non-storm water discharges associated with its activities.</p> <p data-bbox="597 1199 1539 1566">e) Failure to conduct monitoring sampling or analysis required by the Port Director is a violation of this tariff item. The Port Director may issue a citation for any violation of this tariff item. Each day a person remains in violation of this tariff item is grounds for a separate citation. The provisions in this tariff item are in addition to the requirements under the Porter-Cologne Water Quality Control Act (Water Code section 13000 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.). Any citation issued under this paragraph shall contain the following language:</p> <p data-bbox="724 1598 1539 1711">You have been issued this citation for a violation of the Port of Stockton's tariff items governing storm water discharges. The tariff items are in addition to your responsibilities under the Porter</p>

(Cont'd next page)

## GENERAL TARIFF NO. 1

## POLLUTION PREVENTION

Item	Subject	Rates and Conditions
1205	Control of Storm Water Discharges (Cont'd)	Cologne Water Quality Control Act (Water Code section 13000 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.). Copies of this citation may be forwarded to the Regional Water Quality Control Board, Central Valley Region and/or to the California Attorney General's Office for review and additional enforcement.
1206	Prohibition of Illicit Discharges	<p>a) No person shall discharge, release, or allow the discharge or the release of any substance other than storm water to the storm water conveyance system of the Port of Stockton, except as provided in this tariff item.</p> <p>b) The prohibition in paragraph (a) does not apply to discharges or releases when the responsible person has notified the Port Director and received written authorization from the Regional Water Quality Control Board, Central Valley Region.</p> <p>1) For discharges, releases, or connections existing on the effective date of this tariff item, the person responsible shall notify the Port Director within 30 days of the adoption of this tariff item and obtain written authorization from the Regional Water Quality Control Board, Central Valley Region that the discharge is permitted under applicable laws. The notification and authorization must include a description of the discharge or release.</p> <p>2) For discharges, releases, or connections not existing on the effective date of this tariff item, the person responsible shall notify the Port Director at least 30 days prior to the proposed discharge or release and obtain written authorization from the Regional Water Quality Control Board, Central Valley Region that the discharge is permitted under applicable laws. The notification and authorization must include a description of the discharge or release.</p>

(Cont'd next page)



## GENERAL TARIFF NO. 1

## POLLUTION PREVENTION

Item	Subject	Rates and Conditions
1206	Prohibition of Illicit Discharges (Cont'd)	<p>3) Any person obtaining an authorization from the Regional Board pursuant to this paragraph (b) shall forward a copy of the authorization to the Port Director.</p> <p>4) The requirements of this paragraph (b) are in addition to all obligations under Tariff Item 1207 concerning non-storm water discharges.</p> <p>c) The Port Director may issue a citation for any violation of this tariff item. Each day a person remains in violation of this tariff item is grounds for a separate citation. The provisions in this tariff item are in addition to the requirements under the Porter-Cologne Water Quality Control Act (Water Code section 13000 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.). Any citation issued under this paragraph shall contain the following language:</p> <p style="padding-left: 40px;">You have been issued this citation for a violation of the Port of Stockton's tariff items governing storm water discharges. The tariff items are in addition to your responsibilities under the Porter-Cologne Water Quality Control Act (Water Code section 13000 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.). Copies of this citation may be forwarded to the Regional Water Quality Board, Central Valley Region and/or to the California Attorney General's Office for review and additional enforcement.</p>
1207	Control of Non-Storm Water Discharges	<p>a) No person shall cause or allow any substance other than storm water to enter the storm water conveyance system of the Port of Stockton, except as provided in this tariff item.</p>

(Cont'd next page)

## GENERAL TARIFF NO. 1

## POLLUTION PREVENTION

Item	Subject	Rates and Conditions
1207	Control of Non-Storm Water Discharges	<p>b) Discharges otherwise prohibited under paragraph (a) are permitted provided that i) the discharge qualifies as an authorized non-storm water discharge; or ii) the discharge is permitted by a National Pollutant Discharge Elimination System ("NPDES") permit and the permittee complies with all conditions of the NPDES permit.</p> <ol style="list-style-type: none"> <li>1) Any person responsible for an authorized non-storm water discharge shall implement best management practices to minimize the amount of non-storm water reaching the storm water conveyance system;</li> <li>2) Any person responsible for a discharge authorized pursuant to an NPDES permit shall submit a copy of the NPDES permit to the Port Director.</li> <li>3) Any person responsible for a discharge authorized pursuant to any other authority shall provide a description of each discharge and a copy of the authorization permitting the discharge.</li> </ol> <p>c) Other than as authorized in paragraph (b), any person who causes or allows a substance other than storm water to enter the storm water conveyance system of the Port of Stockton shall submit within 7 days of the initial discharge a written report to the Port Director identifying the following:</p> <ol style="list-style-type: none"> <li>1) The chemical nature of the substance(s) discharged;</li> <li>2) The estimated amount of substance(s) discharged to the storm water conveyance system;</li> <li>3) The cause of the discharge;</li> <li>4) The practices in place prior to the discharge to prevent or minimize the discharge;</li> <li>5) The steps taken to eliminate the discharge; and</li> <li>6) The additional practices that will be implemented to prevent further discharges.</li> </ol>

(Cont'd next page)

GENERAL TARIFF NO. 1

POLLUTION PREVENTION

Item	Subject	Rates and Conditions
1207	Control of Non-Storm Water Discharges (Cont'd)	<p>d) The Port Director may issue a citation for any violation of this tariff item. Each day a person remains in violation of this tariff item is grounds for a separate citation. The provisions in this tariff item are in addition to the requirements under the Porter-Cologne Water Quality Control Act (Water Code section 13000 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.). Any citation issued under this paragraph shall contain the following language:</p> <p>You have been issued this citation for a violation of the Port of Stockton's tariff items governing storm water discharges. The tariff items are in addition to your responsibilities under the Porter-Cologne Water Quality Control Act (Water Code section 13000 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.). Copies of this citation may be forwarded to the Regional Water Quality Control Board, Central Valley Region and/or to the California Attorney General's Office for review and additional enforcement.</p>

## TUGBOAT SERVICE

Item	Subject	Rates and Conditions
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1301	Tugboat Service	<u>Tugboat Service</u>  Tugboat service is provided at the Port of Stockton by independent tugboat operators with service available 24 hours a day.
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GENERAL TARIFF NO. 1

MISCELLANEOUS CHARGES

Item	Subject	Rates and Conditions						
1401	Rail Trailer On Flat Car (TOFC)	ITEM CANCELLED.						
1402	Cleaning And Pollution Control Services	<p>In addition to performing the service of cleaning dock areas, the Port of Stockton will monitor vessel loading/unloading operations of both bulk dry and liquid cargoes, and approve, advise, or direct modification of stevedore practices as may be required to assure conformance with pollution control standards. Upon completion port personnel will make a determination of the cleanliness of the dock.</p> <p>Any punitive action levied upon the Port by a governmental agency as a result of a stevedore's failure to comply with environmental standards or regulations will be rebilled to the stevedore at cost plus 100%. These costs shall include but not be limited to fines, court costs, attorney's fees, and any judgements rendered.</p> <p>In addition, failure to comply with Port-ordered modification to its loading/unloading procedure or repeated violation of environmental standards or regulations may result in revocation of a stevedore's authority to conduct business at Port wharves.</p>						
1402.1	Bulk Equipment	<p>Open rates, subject to quotation, based upon type of commodity, quantity involved, services required and level of wages prevailing at time of quotation for mobilization and demobilization of equipment, washing belts, trimming cargo and tarping equipment.</p> <p>Rental Charges</p> <table data-bbox="630 1404 1455 1491"> <tr> <td data-bbox="630 1404 740 1428">Stacker</td> <td data-bbox="1122 1404 1455 1428">123¢ Per 2,204.6 Lbs.</td> </tr> <tr> <td data-bbox="630 1436 724 1459">Hopper</td> <td data-bbox="1122 1436 1455 1459">66¢ Per 2,204.6 Lbs.</td> </tr> <tr> <td data-bbox="630 1467 834 1491">Bulk Conveyor</td> <td data-bbox="1122 1467 1455 1491">123¢ Per 2,204.6 Lbs.</td> </tr> </table> <p>*Plus 52¢ per 2,204.6 Lbs. for each additional conveyor rented.</p> <p>Subject to Rules and Regulations published in Item 77.</p>	Stacker	123¢ Per 2,204.6 Lbs.	Hopper	66¢ Per 2,204.6 Lbs.	Bulk Conveyor	123¢ Per 2,204.6 Lbs.
Stacker	123¢ Per 2,204.6 Lbs.							
Hopper	66¢ Per 2,204.6 Lbs.							
Bulk Conveyor	123¢ Per 2,204.6 Lbs.							
1402.2	Dockage Charge For Tugs	See Item 320, Terminal Tariff #5						

## MISCELLANEOUS CHARGES

Item	Subject	Rates and Conditions
1403	Usage Charges	Inside Storage Space Subject to quotation upon request  Outside Storage Space Subject to quotation upon request  Use of Piers for Stevedoring No Charge.  Belt Line Trackage  Non-Tenants - \$53.23 per railcar.

1404	Storage on Empty Containers	ITEM CANCELLED.
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1404.1	Line Handling	ITEM CANCELLED.
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1404.2	Belting Charge	ITEM CANCELLED.
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GENERAL TARIFF NO. 1

MISCELLANEOUS CHARGES

Item	Subject	Rates and Conditions
1405	Harbor Usage Charges	Vessels including barges handling or transferring cargo while anchored or moored to channel or river banks or non Port owned wharves or docks located in Port District Boundaries.  \$0.29 Per Metric Ton.
1406	Channel Usage Charge (Subject to Note 1)	ITEM DELETED.

MISCELLANEOUS CHARGES

Item	Subject	Rates and Conditions
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1410	Weighing Trucks	Item Cancelled.
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MISCELLANEOUS CHARGES

Item	Subject	Rates and Conditions
1411	Tanker Safety Watch Service	ITEM CANCELLED.
1412	Removal of Equipment From Docks	Any equipment, material or object left on Port of Stockton docks must be removed within twenty-four (24) hours of ship departure, and if not removed within that time period will be assessed a charge of \$2.50 per square foot per day or fraction thereof for space occupied.
1413	Stacking of Empty Pallets By Stevedore	Upon completion of vessel operations all empty pallets must be stacked by the vessel stevedoring company in areas designated by the Port Director. Pallets may not be stacked or stored on aprons, wharves, against transit sheds or in open storage areas used for cargo storage or assembly. Pallets in the above areas will be removed by Port of Stockton personnel and the appropriate stevedoring firm billed at total cost plus 25% for administration and handling costs.
1414	Wharf Cleaning/ General Cargo	Upon completion of vessel stevedoring or handling operation stevedores will clean and police work areas utilized. Work areas left un-cleaned will be cleaned by the Port at cost plus 25% and billed to the stevedore.

GENERAL TARIFF NO. 1

MISCELLANEOUS CHARGES

Item	Subject	Rates and Conditions
1415	Dock Storage And Distribution Services	Item cancelled.
1416	Railcar Storage  (Subject To Note)	<p>Tenants of the Port of Stockton desiring to utilize the Port Track for temporary storage of rail cars will be subject to the following rates and conditions.</p> <ol style="list-style-type: none"><li>1. Three (3) working days free time will be allowed for storage of railcars on Port Track(excluding assigned leasehold track). Free time to commence at 7:00 a.m. on the first working day after cars are placed on Port Track.</li><li>2. At the expiration of free time, storage will accrue at a rate of \$73.50 per car per day, Saturdays, Sundays, Holidays included.</li><li>3. For any hazardous materials moving on waybills listed under the Steel Roads website at: <a href="https://www.steelroads.com/steelroads/contact-us.jsp">https://www.steelroads.com/steelroads/contact-us.jsp</a>, at the expiration of free time, storage will accrue at a rate of \$146.99 per car per day, Saturdays, Sundays, holidays included.</li></ol>

Port Track is defined as tracks that are not a part of any leasehold agreements. Working days are defined as non-weekend/non-Holiday days of the week.

Note: This item will not apply to tenant cars stored on tracks leased from the Port pursuant to approved and active negotiated lease agreements.

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Non-tenants of the Port of Stockton desiring to store cars on Port Track will be subject to the following rates and conditions:

1. Two (2) working days free time will be allowed for Storage of railcars. Free time to commence at 7:00 a.m. on the first working day after cars are placed on Port Track.
2. At the expiration of free time, storage will accrue at a rate of \$73.50 per car per day, Saturdays, Sundays, Holidays included.

## MISCELLANEOUS CHARGES

Item	Subject	Rates and Conditions
1417	Ship's Pilot - Detention Time	Delays to vessels transiting the Stockton Ship Channel for reasons other than fog or adverse weather conditions, resulting in detention time payments to ships' pilots, shall be rebilled to vessel owner or agent.  Current detention charge is \$25.00 per hour.
1418	Oil Spill Response Fee	In compliance with the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990, effective July 1, 1991 the Port of Stockton is required to assess an oil spill response fee of \$0.25 per barrel, as follows:  (1) For each barrel of petroleum products received at its marine terminal by means of vessel from a point of origin outside the state of California.  (2) For each barrel of crude oil that is transported from within the state of California by means of marine vessel or barge to a destination outside this state.  The fee will be assessed and collected from the beneficial owner of the cargo or other responsible party, as the case may be.  For purposes of this part a barrel is defined as either 42 gallons (US) or 158.987 liters (Metric).
1419	Transloading Fee	ITEM CANCELLED
1501	Port of Stockton	Item Cancelled.

PORT OF STOCKTON WEST COMPLEX

Item	Subject	Rates and Conditions
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West Complex	Infrastructure	
Infrastructure	Maintenance Fees	

1502	Port of Stockton West Complex Engine Idle Policy	Owners and/or operators of on road commercial diesel powered trucks while calling or servicing within the confines of the Port of Stockton West Complex shall be prohibited from allowing their diesel powered truck to idle for more than 5 minutes per visit. Violators shall be subject to punishment in the form of a fine of one hundred dollars (\$100) for the first offense and up to a maximum of five hundred dollars (\$500) for each succeeding offense.
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## GENERAL TARIFF NO. 1

## PORT OF STOCKTON WEST COMPLEX

Item	Subject	Rates and Conditions
1600	Port of Stockton West Complex Ocean Going Vessel Fuel Definitions	<p>For the purposes of items 1600 through 1610 the following definitions shall apply:</p> <p><b>Auxiliary Engine</b> is any internal combustion, compression ignition engine on an Ocean Going Vessel designed primarily to provide power for uses other than propulsion.</p> <p><b>Marine Gas Oil</b> means light cycle gas oil fuel with a sulfur content of no more than 0.2 percent by weight. (2,000 parts per million)</p> <p><b>Main Engine</b> is any internal combustion, compression ignition engine that is configured to supply propulsion power for an Ocean Going Vessel, regardless of whether the propulsion system is direct-drive, geared drive or diesel electric</p> <p><b>Ship</b> means all ocean going cargo ships.</p>
		<p><b>Vessel Owner/Operator</b> shall be determined by the Port upon receipt by the port of a berth application. Any owner/operator disagreeing with this determination shall have 30 days from notice of this determination to submit documentation that a vessel is in fact operated by an operator other than the one determined by the port. Upon review of this information, the Port may amend its initial determination at the exclusive discretion of the Executive Director.</p>
ISSUED: JUNE 1, 2008	PORT OF STOCKTON	EFFECTIVE: JULY 1, 2008

## PORT OF STOCKTON WEST COMPLEX

Item	Subject	Rates and Conditions
1610	Port of Stockton West Complex Ocean Going Vessel Fuel Use - Dockage Discount	Item Cancelled
1620	Railroad Infrastructure and Maintenance Fee	In order for the Port of Stockton to provide adequate railroad infrastructure supporting efficient railroad operations, a fee of \$33.00 (thirty three dollars) per railcar shall be assessed to all port tenants, businesses, shippers and other port users that ship, receive or otherwise operate on railroad infrastructure owned by the Port of Stockton.