



MASSACHUSETTS PORT AUTHORITY

TERMINAL TARIFF NO. 2

Other Maritime Properties including, but not limited to:

Flynn Cruiseport Boston,
Boston Army Base Terminal,
Massport Marine Terminal,
North Jetty

Massachusetts Port Authority
One Harborside Drive,
Suite 200 South
East Boston, MA 02128

Issued December 1, 2020,
Effective January 1, 2021

**Future Tariff updates are expected to be effective each January;
effective-date variances will be reflected in the Schedule of Fees.**

Table of Contents

| | |
|---|----|
| Section 1 – GENERAL RULES, REGULATIONS, DEFINITIONS..... | 4 |
| Rule 1: DEFINITION - MASSACHUSETTS PORT AUTHORITY | 4 |
| Rule 2: EXCULPATORY TARIFF PROVISIONS | 4 |
| Rule 3: APPLICATION OF RATES | 4 |
| Rule 4: BULK CARGO | 5 |
| Rule 5: CARGO WITHOUT DOCK RECEIPT | 5 |
| Rule 6: CONTAINER | 5 |
| Rule 7: DAMAGE TO PROPERTY | 5 |
| Rule 8: DANGEROUS AND HAZARDOUS CARGOES | 5 |
| Rule 9: HOLIDAYS | 6 |
| Rule 10: INSPECTION OF CARGO..... | 7 |
| Rule 11: INSURANCE | 7 |
| Rule 12: MOVEMENT OF VESSELS..... | 7 |
| Rule 13: OBJECTIONABLE CARGO | 7 |
| Rule 14: PARKING..... | 7 |
| Rule 15: PAYMENT OF CHARGES..... | 7 |
| Rule 16: PERSON(S)..... | 8 |
| Rule 17: POINT OF REST | 8 |
| Rule 18: PRE-PALLATIZED, PRE-UNITIZED, AND PRE-SKIDDED CARGO..... | 8 |
| Rule 19: REFUSE MATERIALS..... | 8 |
| Rule 20: RESPONSIBILITY FOR LOSS OR DAMAGE..... | 9 |
| Rule 21: SHIPPER’S REQUEST AND COMPLAINTS | 9 |
| Rule 22: SMOKING | 10 |
| Rule 23: RESERVED..... | 10 |
| Rule 24: TERMINAL | 10 |
| Rule 25: TON | 10 |
| Rule 26: USE OF PREMISES..... | 10 |
| Rule 27: VESSEL..... | 11 |
| Section 2 – DOCKAGE..... | 11 |
| Rule 28: DOCKAGE DEFINITION | 11 |
| Rule 29: DOCKAGES RATES | 11 |
| Rule 30: DOCKAGE RULES AND REGULATIONS..... | 12 |

| | |
|--|----|
| Section 3 – WHARFAGE..... | 13 |
| Rule 31: WHARFAGE DEFINITION | 14 |
| Rule 32: WHARFAGE RATES | 14 |
| Section 4 – USAGE..... | 14 |
| Rule 33: USAGE DEFINITION AND RULES | 14 |
| Rule 34: USAGE RATES | 15 |
| Section 5 – FREE TIME..... | 15 |
| Rule 35: FREE TIME DEFINITION | 15 |
| Rule 37: RESERVED..... | 16 |
| Section 6 – WHARF DEMURRAGE | 16 |
| Rule 38: WHARF DEMURRAGE DEFINITION | 16 |
| Rule 39: WHARF DEMURRAGE RATES..... | 16 |
| Rule 40: ASSESSMENT OF DEMURRAGE CHARGES DURING TERMINAL TIE-UPS | 17 |
| Rule 41: UNDELIVERED CARGO..... | 17 |
| Section 7 – MISCELLANEOUS CHARGES | 17 |
| Rule 42: EQUIPMENT RENTAL..... | 17 |
| Rule 43: EXTRA LABOR AND SPECIAL SERVICES | 18 |
| Rule 44: PROPER POSITIONING OF CARGO AND EQUIPMENT | 18 |
| Rule 45: PROCESSING BULK CEMENT AT THE BOSTON ARMY BASE TERMINAL..... | 19 |
| Rule 46: PROCESSING BULK SALT..... | 19 |
| Rule 47: USE OF SEWAGE CONNECTION AND PUMPOUT CHARGES..... | 19 |
| Rule 48: RESERVED..... | 20 |
| Rule 49: WATER SERVICE TO VESSELS..... | 20 |
| Rule 50: SECURITY CHARGES..... | 20 |
| Section 8 – INSURANCE REQUIREMENTS..... | 21 |
| Rule 51: DEFINITION OF THE TERM “USER” OR “USERS” | 21 |
| Rule 52: CERTIFICATES OF INSURANCE..... | 21 |
| Rule 53: MINIMUM INSURANCE REQUIREMENTS FOR ALL USERS..... | 22 |
| Rule 54: DELIVERY OF CERTIFICATES OF INSURANCE | 23 |
| Rule 55: SAFE BERTH..... | 24 |
| SCHEDULE OF FEES..... | 24 |

Section 1 – GENERAL RULES, REGULATIONS, DEFINITIONS

Rule 1: DEFINITION - MASSACHUSETTS PORT AUTHORITY

Where the term “Authority”, “Terminal Operator”, “Massport” or “MPA” is used in this tariff, it shall be held to mean the Massachusetts Port Authority. The Authority is not a common carrier nor public utility, and the office of the Authority's Director of the Port of Boston will render all initial interpretations of its tariff. Appeals to such interpretation should be directed to the Federal Maritime Commission.

Rule 2: EXCULPATORY TARIFF PROVISIONS

No provision contained in this tariff shall exculpate or otherwise relieve the Massachusetts Port Authority from liability for its own gross negligence or impose upon others the obligation to indemnify or hold harmless the Massachusetts Port Authority from liability for its own gross negligence.

Rule 3: APPLICATION OF RATES

A) The rates, charges, rules and regulations named in this tariff for services and facilities, shall be applicable on and after the effective date of this tariff, or the effective date of supplements, or re-issues. The provisions of this tariff will apply at the Boston Army Base Terminal including that section of it re-named “The Flynn Cruiseport Boston at Black Falcon Terminal” and that section of the former South Boston Naval Annex being commonly known as the “Massport Marine Terminal” which includes, for tariff purposes, the pier known as the “North Jetty”.

1) The Medford Street Terminal, the Boston-Mystic Public Container Terminal, and the Mystic Piers 1, 48, 49 and 50, all located in Charlestown, Massachusetts, and operating as the Boston Autoport LLC, are removed from this tariff. The rates, charges, rules and regulations for the aforementioned terminals may be found in the Boston Autoport LLC Terminal Tariff No 1 at the following webpage:

<http://www.thebostonautoport.com/tariff.html>

B) The rates named herein are based on current labor costs for straight time. When upon written application and with advance arrangements requested services are performed during overtime periods and on Saturdays, Sundays and holidays, such services shall be rated at the prevailing charges named in this tariff; plus the applicable overtime differential on labor, along with all relevant assessments and insurances, plus 20%.

Rule 4: BULK CARGO

Commodities that by nature of their unsegregated mass are normally carried loose and in large quantities; which in the loading and unloading thereof are ordinarily shoveled, scooped, pumped, forked or mechanically conveyed, and which are not in packages, containers, wrappers, or in units of such size to permit piece by piece handling.

Rule 5: CARGO WITHOUT DOCK RECEIPT

Cargo which arrives at the terminal without or with a defective dock receipt shall not be accepted. It shall be the responsibility of the carrier, or the cargo interests to present a properly completed dock receipt to the Terminal Operator before any service is performed.

Rule 6: CONTAINER

The term container, as used in this tariff, refers to the standard permanent type (I.S.O.) oceangoing container 20' or more in length for the movement of cargo as a unit.

Rule 7: DAMAGE TO PROPERTY

Vessels, their owners, agents and all other users of the terminals named herein shall be held liable for any damage to said terminals resulting from their use of same. The Massachusetts Port Authority reserves the right to repair, contract for repair, or otherwise cause to be repaired, any and all damages to the terminals' docks, wharves, transit sheds, utilities and hoisting/shuttling equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Vessels found to have damaged any of the aforementioned properties, utilities or equipment may be detained by the Massachusetts Port Authority until sufficient security has been posted to cover the actual or estimated financial liability for such damages.

Rule 8: DANGEROUS AND HAZARDOUS CARGOES

(A) Shipments of dangerous and hazardous cargoes moving via Massachusetts Port Authority's terminals must be documented, marked, labeled, and/or placarded according to the U.S. Department of Transportation ("USDOT") Regulations (49 CFR Parts 100, 172, and 199). Port users who offer hazardous materials for transportation are required to provide the following information:

- (1) Complete shipper's name and address and where possible telephone number in case of emergencies.
- (2) Carrier's name and address.
- (3) Complete consignee's name and address, including the overseas port of destination on export shipments.
- (4) The proper USDOT shipping name. This means the technical name of the product involved. It must be as listed in the Code of Federal Regulations Title 49, Part 172.101.

- (5) Hazardous class of material being shipped (as per Part 172.101).
- (6) Quantity of the material, kinds and number of containers and individual weights or total weight.
- (7) Labels Required.
- (8) Shipper's signed certification is required per part 172.204 (This must be legibly signed). The exact wording of the certification is as follows:

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

- (9) Properly documented special instructions, exceptions and exemption information, if required.

(B) Neither class 1 (explosive) nor class 7 (radioactive) hazardous cargoes may remain on the terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel.

(C) Shippers of dangerous article are required to comply with all of the above and must present necessary permits from proper authorities, as well as obtain permission from the Terminal Operator before such cargo shall be received on or transferred at the terminal. Vessel interests may be required to employ special watchmen at their expense to keep vigil over any dangerous cargo on the terminal facility in order to protect property against fire or other hazards until the condition is eliminated.

Rule 9: HOLIDAYS

The term "Holidays" shall mean the following - or any day celebrated in lieu thereof, or designated as a holiday in the current labor contract, negotiated by the Boston Shipping Association, Inc. and the International Longshoremen's Association, AFL-CIO.

| | |
|-------------------------------------|------------------------------------|
| New Year's Day | January 1 |
| Lincoln's Birthday | February 12 |
| Washington's Birthday | Third Monday in February |
| Evacuation Day | March 17 |
| Patriots' Day | Third Monday in April |
| Memorial Day | Last Monday in May |
| Bunker Hill Day | June 17 |
| Independence Day | July 4 |
| Assumption Feast Day | August 15 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Thomas W. Gleason's Birthday | Fourth Friday in November |
| Christmas Eve | December 24 |
| Christmas | December 25 |

Rule 10: INSPECTION OF CARGO

The Terminal Operator may enter upon and inspect any vessel in berth at its terminal to determine the kind and quantity of cargo thereon, and no person or persons shall hinder, molest or refuse entrance upon such vessel for the purpose specified.

Rule 11: INSURANCE

The rates, charges, rules/regulations named in this tariff, and the services offered or provided by the Massachusetts Port Authority at the terminals named herein do not include insurance of any kind.

Rule 12: MOVEMENT OF VESSELS

Whenever necessary for the proper operation of the terminals, the Authority may order a vessel to move to such a place as directed at the vessel's expense. Any vessel which is not moved promptly upon notice to so move, may be shifted and any expenses involved, damage to vessel or to Massport property during such removal, shall be charged to the vessel. Vessels berthing at the terminal shall, at all times, have on-board sufficient personnel to move said vessel in case of necessity for the protection of the ship and/or other property.

Rule 13: OBJECTIONABLE CARGO

The Terminal Operator may, at its discretion, remove freight or other material, which in its judgement, is likely to damage other property, to another location, at the risk and expense of the owner.

Rule 14: PARKING

Representatives of the vessel, and all persons having business with it or with the terminal, shall not be allowed to park vehicles on the premises without the prior written consent of the Authority. When such permission is granted, parking of vehicles will be permitted only within those areas so designated by the Authority, and shall be entirely at the risk of the owner and/or the operator of the vehicle. The Authority reserves the right to remove all vehicles not properly parked at owner's risk and expense.

Rule 15: PAYMENT OF CHARGES

(A) Charges of the Terminal Operator shall become due and payable upon presentation of invoice, except as hereinafter specified.

(B) Any terminal user doing business under this tariff may apply for credit. Credit, which is extended at the discretion of the Terminal Operator, requires payment within twenty (20) days of the invoice date. Failure to pay credit accounts within thirty (30) days shall result in cancellation of credit privileges and the reestablishment of cash terms. If payment is not received within forty-five (45) days, the name of the responsible party will be placed on a delinquent list and such party shall be denied further use of

the terminals until all outstanding charges have been paid. Invoices not paid within thirty (30) days are subject to a one and one-half percent (1 1/2%) service charge per month. The right is reserved by the Terminal Operator to apply any payment received against the oldest outstanding invoices.

(C) The vessel or agent who arranges the berthing of a ship agrees to guarantee and pay all terminal charges which are assessed against the vessel in accordance with the terms and conditions specified in this tariff, unless otherwise agreed to in writing between the vessel or agent and the Authority prior to the arrival of the ship . The Authority may, at its discretion, require a deposit of sufficient funds in U.S. Dollars to cover all charges, when the written guarantee for payment of such charges is not provided upon request, and/or where the steamship line, agent, person or persons involved are not on the approved credit list of the terminal or if the parties representing such cargo or vessel have habitually been on the delinquent list. The Terminal Operator further reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.

Rule 16: PERSON(S)

The term “person(s)” as used in this tariff shall mean vessels, agents, owners, masters, operators, truckers, etc. It includes but is not limited to natural persons, artificial persons, corporations, partnerships, organizations and associations; to sovereigns, governments, nations, states, municipalities, and agents and/or instrumentalities thereof.

Rule 17: POINT OF REST

An area on the terminal where cargo ordinarily would be deposited when received, subject to non-interference with the Authority’s terminal operations. The actual point at which the cargo is placed.

Rule 18: PRE-PALLATIZED, PRE-UNITIZED, AND PRE-SKIDDED CARGO

Pre palletized cargo refers to identical or nearly identical individual pieces of freight stacked (in such a way as to form a single unit, and in case of pre unitized cargo strapped glue shrunk wrapped together) on a flat portable platform constructed of wood, metal or other material of sufficient strength to be suitable for the character of the cargo it is to accommodate. Pre skidded cargo refers to one or more pieces of freight which, to facilitate handling, has been mounted on and fastened to runners (such as planks or beams) of wood or metal. To be acceptable under this classification, the cargo must be set on pallets or runners with openings wide enough to permit free access of fork lift blades, and so spaced as to provide a balanced load when lifted. The shipment must be positioned on the terminal in a motor vehicle, or in a rail car, in such a way that it may be moved without shifting the unit prior to insertion of forklift blades.

Rule 19: REFUSE MATERIALS

Upon request, rubbish, refuse or other materials must be removed from transit sheds, apron, or other areas within the confines of the terminal by the person or persons placing it there; otherwise it will be

removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard from vessels or wharves.

Rule 20: RESPONSIBILITY FOR LOSS OR DAMAGE

(A) Whereas, cargo, goods and other materials under the terms of this tariff are not in the care, custody and control of the Terminal Operator, absent any negligence on its part, the Massachusetts Port Authority, its members, officers, agents, or employees shall not be responsible for loss or damage by whomsoever caused to vessel, persons, or to cargo or any other property in or upon or moving or being moved over, in, through, or under any wharf or other structure or property owned, controlled, or operated by the terminal, resulting from any cause whatsoever, including but not limited to loss or damage which in any manner is caused by or results from theft, pilferage, animals including rats, mice, and other rodents, birds, insects including moths and weevil, shrinkage, wastage, seepage, leaking containers, heating, evaporation, fire or extinguishment thereof, explosion, leakage discharge from fire protection system, dampness, rain, floods, freezing, frost, or other action of the elements or acts of God, collapse of walls, piers, or other structures, breakdown of plant, machinery, or equipment, floats, logs or piling required to breast vessel away from wharves, sabotage, riots, insurrection, revolution or war, or any combination of the foregoing.

(B) The Massachusetts Port Authority shall not be liable for any delay, loss or damage arising from strikes, work stoppages or other collective bargaining action.

(C) Other than for loss or damage caused by the gross negligence of the Authority, all persons to whom berths, wharves, transit sheds, mechanical equipment or other facilities have been assigned shall be responsible and liable to the Terminal Operator for any damage occurring to such property during their tenancy, occupancy and/or use.

(D) Vessels, their owners and agents, trucking companies, stevedores, and all other users of the terminals agree to indemnify and hold harmless the Authority, its members, officers, agents and employees from and against all losses, claims, demands, and suits for damages, arising out of their operations on, and the use of the terminals, including claims by their employees or by workmen's compensation insurers (sometimes called third party actions), and including court costs and attorneys' fees, except such as may arise from the gross negligence of the Terminal Operator, its agents and employees. The conditions set forth in this Rule are subject to the provisions of Rule 2.

Rule 21: SHIPPER'S REQUEST AND COMPLAINTS

Shipper's request and complaints shall be promptly and fairly considered by the Authority provided that they are submitted in writing to the Authority at the address in the tariff record. When the action of the Authority in response to a shipper's request or complaint requires tariff change, no such change will be retroactive.

Rule 22: SMOKING

Smoking is prohibited on the terminals except at such portions thereof as may be designated by the Terminal Operator.

Rule 23: RESERVED

Rule 24: TERMINAL

The word "Terminal" or "Terminals" as used in this tariff shall be held to mean those portions of the terminals named herein operated and maintained by the Massachusetts Port Authority for public use.

Rule 25: TON

Except as may otherwise be specified, the term "ton" as used in this tariff shall mean 2,000 pounds.

Rule 26: USE OF PREMISES

(A) The use of the terminals named herein by any person (including vessel operators, truckers, crew members of ships, passengers, spectators, officers or employees of persons using these facilities) is conditional upon strict adherence to all applicable rules and regulations of the U.S. Department of Agriculture, the U.S. Customs and Border Protection, the U.S. Environmental Protection Agency, the U.S. Department of Transportation, the Massachusetts Port Authority and other federal, municipal or state agencies having competent jurisdiction. Vessels, their owners, agents, cargo interests and/or other responsible parties shall be held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed containers or cargo, or owing to defective reporting of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel, its owners, agents, cargo interests or other parties, without regard as to whether such omission(s) be intentional or accidental. Entry upon or docking at the terminals by any person shall be regarded as constituting an agreement by such person to comply with said rules and regulations. Persons found NOT in full conformity with standards promulgated by the above mentioned governmental agencies will be barred from the terminals. Use of the terminals shall also be deemed as acceptance of the terms and conditions named in this tariff. The terminals are not public thoroughfares and all persons entering thereon do so at their own risk.

(B) Cargo shall be stacked or piled on the Terminal's pier, pier apron or transit sheds so as to produce a uniform loading for the area covered, no greater than the load limits prescribed by the Terminal Operator. Vessels and other users of the terminal facilities shall confine their operations to the area designated by the Terminal Operator, and shall handle cargo and equipment so that there will be at all times:

1) A minimum area of four feet (4') on all sides of fire hydrants, fire alarm boxes and firefighting equipment kept free, unobstructed and with direct access.

- 2) Free, unobstructed and direct access to all buildings and fire hydrants by the City of Boston Fire Department or terminal firefighting equipment.
 - 3) Free and unobstructed operation of automatically closing fire doors.
 - 4) A two foot (2') aisle space between all cargo and sidewalls, bulkheads, partitions, doors, windows or any parts of the premises to prevent damage, and to comply with the regulations of the U.S. Coast Guard, City of Boston Fire Department, and other regulatory agencies.
- (C) Insurance requirements are in Section VIII. Users of the terminals are responsible for having knowledge of its existence and are required to adhere to its provisions.

Rule 27: VESSEL

The term "vessel" shall mean a floating craft of every description, and includes the owner and/or operator, charterers and sub-charterers and/or such other persons acting as agents or users thereof.

Section 2 – DOCKAGE

Rule 28: DOCKAGE DEFINITION

The term "Dockage" refers to the charge assessed against a vessel for berthing at the terminal or for mooring to a vessel so berthed. The period of time for which Dockage shall be assessed against the vessel shall commence when such vessel is made fast to the wharf, bulkhead, or to another vessel so berthed, and shall continue until such vessel has completely vacated such berth. In the event that the vessel should call at more than one Massport terminal on the same voyage, Dockage charges will be assessed as if the entire cargo complement had been discharged and/or lifted at a single terminal, and will be subject to only one minimum charge.

Rule 29: DOCKAGES RATES

See Schedule of Fees for rates.

(A) **Self Propelled Vessels:**

Dockage will be assessed against the vessel, its owners, agents, or operators per Net Registered Ton (NRT) with a minimum charge per twenty-four (24) hour period or fraction thereof. The highest published Lloyd's Register of Shipping measurement shall be used in determining net registered tonnage.

(B) **Passenger Ships:**

Dockage will be assessed against the vessel, its owners, agents, or operators per linear foot in overall length, with a minimum charge per twenty-four (24) hour period or fraction thereof, shall be assessed to passenger vessels berthing or making fast to a terminal or any part thereof for any purpose, including on-board conventions, trade shows/exhibits, and discharging or loading passengers and their baggage.

(C) **Idle Status:**

Whenever a vessel is berthed at the terminal with the permission of the Terminal Operator, in idle status, prior to the commencement or subsequent to the completion of loading and/or unloading cargo, a charge per hour or fraction thereof will be assessed against the vessel, owner or operator. Idle status charges will be assessed only for those hours prior or subsequent to any twenty-four (24) hour active loading or discharging Dockage period.

(D) **Inactive/Layberth Status:**

Self-propelled or non-self-propelled vessels not using a terminal to discharge or load cargo shall be assessed Dockage at the rates appearing in the table below. Permission for such Dockage shall be at the discretion of the Terminal Operator. Rates are expressed in U.S. Dollars per twenty-four (24) hour period or fraction thereof, in the following increments.

- | | | |
|-----|---|------------------------------|
| (1) | Inactive/Layberth Status per twenty-four hours | See Schedule of Fees. |
| (2) | Excursion vessels, government vessels, and private craft. | Rates on request. |

(E) **Non Self Propelled Container and Conventional General Cargo Vessels:**

Dockage charge will be assessed against the vessel, its owners, agents, or operators per linear foot in overall length with a minimum charge per twenty-four (24) hour period or fraction thereof, shall be assessed against seagoing and/or intraport barges berthing or making fast to the terminal or any portion thereof for the purpose of loading and/or discharging cargo directly to or from the terminal pier.

(F) **Non Self Propelled All Other Vessels:**

Dockage charge will be assessed against the vessel, its owners, agents, or operators will be assessed against the vessel, its owners, agents, or operators per linear foot in overall length with a minimum charge of per twenty-four hour (24) period or fraction thereof shall be levied against seagoing and/or intraport barges berthing or making fast to the wharf for the purpose of loading and/or discharging NON-HAZARDOUS liquid or dry bulk cargo directly to or from the pier.

Rule 30: DOCKAGE RULES AND REGULATIONS

(A) **Application for Berth Assignment:**

All owners, agents or operators of vessels, as appropriate, desiring a berth at a terminal shall, as far in advance of the date of docking as possible, make application therefore, in writing to the Terminal Operator, specifying the estimated date and time of arrival and sailing, and the nature and quantity of cargo. The owners, agents or operators of the vessel, as appropriate, will be required to supply the Terminal Operator with a true and legible copy of the manifest of cargo, (including the dangerous cargo manifest) loading list, or other transportation documents as may be required, at the earliest possible opportunity and in any event, no later than at the time operations commence. Upon request, the owners, agents or operators of the vessel, as appropriate, will make available a revenue manifest. The owners, agents or operators of the vessel shall be held liable for claims, losses, costs or expenses by

reason of property damage, personal injury or death which may occur, directly or indirectly as the result of defective report of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished in compliance with this provision, without regard as to whether such omission(s) be intentional or accidental.

Vessel Berthing:

The Authority shall have exclusive rights to assign berths at the terminal. At the Authority's discretion, vessels may be required to move or shift in order to load/unload other ships for efficient use of the terminal, or for other good cause, at the risk and expense of the vessel.

(B) Notice of Release of Berth:

When for reasons over which the applicant has no control, it becomes necessary to cancel or postpone berthing assignments, due notice (twenty-four (24) hours) shall be given sufficiently in advance to prevent any loss of Dockage charges; otherwise the Terminal Operator reserves the right to assess against the vessel owner, agent or operator a dockage charge and to use the berth for other purposes. See Schedule of Fees for rate.

(C) Notice to Vacate Berth:

Vessels using the terminals named herein must agree to work continuously. Vessels will leave the terminal immediately upon completing discharge and loading operation unless special permission for a later departure is granted by the Authority. When a vessel is waiting to use a berth which is occupied by a vessel about to complete its operation, the Terminal Operator will give the vessel on berth advance notice to that effect and request the vessel to vacate the berth within thirty (30) minutes after completing its loading and/or unloading operation. Vessels refusing to vacate the berth when requested to do so will be subject to a charge for each fifteen (15) minute period said berth is occupied and unavailable. **See Schedule of Fees for rate.**

(D) Vessels Docking Without Permission:

The terminals governed by this tariff were, for the most part, purpose built to conform strictly with the prevailing commercial and ship requirements of ocean common carriers transporting passengers or break bulk and containerized general cargo in foreign or domestic waterborne trades; are not equipped to adequately accommodate other types of vessels, particularly those designed to carry hazardous bulk liquid commodities in ship lot quantities. Such vessels shall not be permitted to tie up at the pier without the explicit approval of the Authority's Port Director or designee, except under declared emergency situations. Vessels, whether under load or in ballast, docking or making fast to the terminal or any portion thereof without the express permission of the Authority's Port Director or designee, will (pursuant to Rule 12 of this tariff) immediately be given notice to vacate the berth and a fine of \$2,000.00 shall automatically be assessed to the owner/operator thereof in accordance with Section 3 (a) of Massport's Enabling Act (Chapter 465, Mass. Acts of 1956).

Section 3 – WHARFAGE

Rule 31: WHARFAGE DEFINITION

The term “Wharfage” refers to a charge assessed against the vessel on all cargo passengers and containers, loaded or empty, passing or conveyed over, onto or between vessels (to or from barge, lighter or water) when berthed at a wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service.

Rule 32: WHARFAGE RATES

See Schedule of Fees for rates.

- (A) **Cargo vessels** - minimum charge per vessel
 - 1) Automobiles and trucks on wheels, self-propelled, uncrated, per vehicle
 - 2) Full Containers, each
 - 3) Empty containers, each
 - 4) General Cargo, NOS, per Ton
- (B) **Passenger ships** - minimum charge, per vessel
 - 1) **Cruise Passengers:**
 - Per passenger embarking for a voyage or cruise
 - Per passenger disembarking from a cruise or voyage
 - 2) **Port of Call Passengers:**
 - Per manifested passenger

Section 4 – USAGE

Rule 33: USAGE DEFINITION AND RULES

- (A) The use of terminal by any rail carrier, lighter operator, trucker, shipper, or consignee, their agents, servants, and/or employees, when they perform their own car, lighter, or truck loading or unloading, or the use of the terminal for any other gainful purpose for which a charge is not otherwise specified.
- (B) Usage charges will not be assessed when truck or rail car is loaded or unloaded by the Terminal Operator; nor will they apply on government cargo, or project shipments.
- (C) The consignee of inward cargo or the shipper of outward cargo is responsible for the payment of the Usage charges.
- (D) Inward or outward cargo relayed overland via the terminals, when neither movement is by water will be assessed Usage charges at the rates named in Rule 34.

(E) The Terminal Operator may arrange with the vessel, agents, or other parties to bill these charges direct to the vessel, agent, or other party on the entire cargo carried by the vessel. When Massport is obliged to bill Usage charges direct to the party ultimately responsible for payment, the ocean carrier or designee shall, upon request, furnish an accurate and legible copy of some sort of official shipping document(s) e.g., ocean/overland bill of lading, delivery order, dock receipt, etc., on which the name and address of the consignee (in the case of import cargo) and the shipper (on export cargo) are clearly shown.

Rule 34: USAGE RATES

See Schedule of Fees for rates.

(A) **Containerized Cargo:**

Moving intact through the terminal loaded and sealed:

Containers under twenty-six feet (26') in overall length, per container

Containers over twenty-six feet (26') in overall length, per container

(B) **Non-Containerized Cargo:**

Cargo NOS, per Ton

Minimum Charge, per bill of lading

(C) **Automobiles and trucks on wheels:**

Self-propelled, uncrated, per vehicle

Section 5 – FREE TIME

Rule 35: FREE TIME DEFINITION

“Free Time” refers to the specified period (excluding Saturdays, Sundays and Holidays) during which cargo may occupy space assigned to it on terminal free of Wharf Demurrage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel. The terminals governed by this tariff were, for the most part, when built, purpose built to conform strictly to the prevailing commercial and ship requirements of ocean common carriers transporting passengers or dry bulk general cargo in foreign or domestic waterborne trades. Due to higher security requirements, these facilities are not equipped to adequately accommodate the storage of cargo for extended periods. Therefore, free time is not granted at the terminals governed by this tariff.

Rule 36: RESERVED

Section 6 – WHARF DEMURRAGE

Rule 38: WHARF DEMURRAGE DEFINITION

(A) The term “Wharf Demurrage” refers to the charge assessed against cargo remaining on the terminal after the expiration of the free time period unless, prior arrangements have been made with the Terminal Operator for storage of such cargo. Wharf Demurrage is solely the charge for the use of the terminal area occupied by the cargo and does not include charges for any other services, such as but not limited to; security, lighting, electricity, water, clerking, repositioning, inspecting or rehandling.

1) Since there is no Free Time at the terminals governed by this tariff, Wharf Demurrage charges, for Import Cargo, shall commence at the first 8:00 A.M. after the cargo is discharged from the vessel.

2) For Export Cargo, Wharf Demurrage charges shall commence immediately upon arrival of the cargo at the terminal and continue until said cargo is loaded upon the vessel.

(B) Demurrage charges on inward cargo shall be assessed against the consignee or owner of the cargo. On outbound cargo, Demurrage charges shall be for the account of the vessel.

(C) The Terminal Operator may arrange with the vessel, agents or other parties to bill these charges direct to the vessel, agent or other party on all cargo carried by the vessel which remains on the pier after the completion of cargo operations.

Rule 39: WHARF DEMURRAGE RATES

See Schedule of Fees for rates.

Saturdays, Sundays and Holidays shall be included when computing demurrage charges. When cargo remains on the terminal for six or more days, it shall be charged at the high rate until it is removed from the terminal.

(A) **Cargo, NOS:**

First 5 days after expiration of free time:

Assessed per 100 lbs. per day, or fraction thereof, for the first 5 days after the expiration of free time. Minimum charge per day, required.

Each day thereafter:

Assessed per 100 lbs. per day, or fraction thereof, for each succeeding day. Minimum charge per day, required.

(B) **Cargo, in containers, per container, per calendar day:**

First 5 days after expiration of free time:

Assessed per container, per calendar day.

Each day thereafter:

Assessed per container, per calendar day.

Rule 40: ASSESSMENT OF DEMURRAGE CHARGES DURING TERMINAL TIE-UPS

In the event that a consignee or owner of cargo should be prevented from timely removing said cargo or when the loading of a vessel is precluded by reason of the terminal or cargo being immobilized by adverse weather conditions, authority of law, omissions of the ocean common carrier, strikes, slowdowns or work stoppages of longshoremen, or personnel employed by the terminal operator or the steamship lines or truckers or by any other extraordinary event, the free time shall be extended to cover the resulting delays. Should such conditions arise after the free time period has expired, no wharf demurrage charges shall be assessed as long as the movement of cargo is hampered or prevented by such exigencies. When the circumstances that gave rise to the application of the "Terminal Tie ups" provision involve a Friday or the day before a holiday, it shall be deemed the terminal not to have reverted to normal status until 8:00 A.M. of the immediately following Monday or 8:00 A.M. of the morning after the holiday.

Rule 41: UNDELIVERED CARGO

- (A) Cargo which is undelivered and remains on the terminal beyond the expiration of the free time may be re-piled to make space or transferred to other locations within the terminal or removed to a public warehouse with all expenses and risk of damage for the account of the owner, shipper, consignee or carrier as responsibility may lie. Massport is to have a lien on all such cargo, including that which may be placed in public storage for all terminal charges accrued.
- (B) Cargo remaining on the terminal in excess of forty five (45) days will be considered abandoned and sold to satisfy any terminal charges that might be due Massport. Fifteen (15) days prior to such sale, a registered receipted letter of notice will be mailed to the owner of record. Any amount received beyond the charges due the Terminal Operator will be forwarded to the owner of the cargo if claimed within one (1) year of mailed notice.

Section 7 – MISCELLANEOUS CHARGES

Rule 42: EQUIPMENT RENTAL

See Schedule of Fees for rates.

Rates assessed per day, or fraction thereof.

- (A) Forklift
- (B) Conveyor
- (C) Self-Leveling Passenger Gangway
- (D) Aluminum gangways, per operation
- (E) Platform stand and stairs

- (F) Luggage Bin
- (G) Luggage Cart

(H) Fenders (if used offsite)

(I) The equipment listed above, which will be supplied without operators and signalmen, must be operated by qualified operators within said equipment's rated capacity. Operators shall be under the sole supervision of the party renting or making use of the equipment. Each operator shall hold the appropriate license for the equipment to be operated. The supervisor of such operators must be qualified to direct the operation of subject equipment, and will take full responsibility for them. The Authority reserves the right to terminate the right of the party renting or making use of the equipment, in the event of abuse of the equipment or its use or operation not within their rated capacity or by a valid license operator.

The Massachusetts Port Authority assumes no liability for claims, losses, costs or expenses by reason of property damage, personal injury or death which may result from the use of the equipment, except that caused by structural or mechanical failure and not occasioned by negligence on the part of the party renting said equipment.

(J) In lieu of the charges in A through G of this Rule, any company licensed by the Authority to provide stevedoring services to cruise vessels at the terminals covered by this tariff, shall be charged an "Operator Fee" per home-port cruise vessel or per port of call cruise vessel. When a port of call vessel requires the stevedore to provide a stores gang the Operator fee shall be \$1,749.00.

Rule 43: EXTRA LABOR AND SPECIAL SERVICES

(A) Upon written request, and with advance arrangements, the Terminal Operator may provide special services not specifically named in this tariff; and, if available, furnish extra labor such as electricians, guards, laborers, maintenance persons, etc. Charges for these special services and/or extra labor will be levied at the prevailing union rates and minimums as specified in the pertinent labor contract(s) along with all applicable assessments and insurances, plus twenty-five percent (25%). The cost of supplies, materials, utilities, etc. is extra, and any expenses therefore will be assessed (along with all other charges named in this item) to the party requesting the service.

(B) Passenger vessels staying at the berth more than twelve (12) hours in any 24-hour period shall be charged a rate per hour to cover the costs of keeping the terminal building open. **See Schedule of Fees for rates.**

Rule 44: PROPER POSITIONING OF CARGO AND EQUIPMENT

See Schedule of Fees for rates.

(A) Cargo received at the terminals named herein and all equipment utilized within the confines of these facilities will be kept in authorized areas only. Any cargo or equipment which is placed, deposited or left in areas not authorized by the Terminal Operator will be assessed the following charges:

- 1) **Chassis, containers, automobiles, trucks and hoisting & shuttling equipment:**
First 5 days:

Assessed per unit, per day

2) Each day thereafter:

Assessed per unit, per day

3) General Cargo, NOS

First 5 days:

Assessed per square foot (in multiples for stacked cargoes), per day

Or assessed per 100 lbs. per day, whichever is greater

4) Each day thereafter:

Assessed per square foot, per day

Or assessed per 100 lbs. per day, whichever is greater

(B) These charges will be for the account of the party responsible for the unapproved use of unauthorized terminal space. When computing such charges Saturdays, Sundays and Holidays will be included.

Rule 45: PROCESSING BULK CEMENT AT THE BOSTON ARMY BASE TERMINAL

(A) In addition to Dockage, which will be for the account of the vessel in accordance with Rules 28-30 of this tariff, the throughput charge named in Item (B) will apply on movements of bulk cement at the Boston Army Base Terminal, and shall be assessed against the cargo interests.

(B) Rate: Assessed per ton; **See Schedule of Fees for rate.**

Rule 46: PROCESSING BULK SALT

(A) In addition to Dockage, which will be for the account of the vessel in accordance with Rules 28-30 of this tariff, the thru put charge named in Item (B) will apply on movements of bulk salt at the Massport Marine Terminal; and shall be assessed against the cargo interests.

(B) Rate: Assessed per ton; **See Schedule of Fees for rate.**

Rule 47: USE OF SEWAGE CONNECTION AND PUMPOUT CHARGES

(A) The sewage connection at the Black Falcon Terminal is located at the west end of berth No.9. Upon written request, and with advance arrangements, the Terminal Operator will allow vessels docked at berth No. 9 to discharge into the sewage connection. The charges in Item C, below are in addition to Dockage, which will be for the account of the vessel in accordance with Rules 28-30 of this tariff.

(B) Discharging to the sewage connection is permitted between the hours of 8 AM and 5 PM only. All connection shall be made by vessel crew, using vessel supplied hoses.

(C) The charge for the use of the sewage connection is assessed per thousand gallons and the minimum charge is \$46.00.

Rule 48: RESERVED

Rule 49: WATER SERVICE TO VESSELS

See Schedule of Fees for rates.

- (A) Fresh water supplied to vessels, per 100 cubic feet
- (B) Minimum charge per delivery
- (C) Service Charge
- (D) Charges for services will be assessed at the appropriate labor rates and contract guaranteed hours. Special arrangements for delivery of water during overtime periods must be made in advance with the Terminal Operator.
- (E) Rates:
 - Assessed per hour per person, Straight Time
 - Assessed per hour per person, Overtime
 - Assessed per hour per person, Double-time

Rule 50: SECURITY CHARGES

See Schedule of Fees for rates.

The Massachusetts Port Authority will assess security charges to offset the cost of required security measures.

The surcharge will be assessed as provided below:

- (A) **Cruise Passengers:**
 - Assessed per passenger embarking for a cruise or voyage
 - Assessed per passenger disembarking from a cruise or voyage
- (B) **Port of Call Passengers:**
 - Assessed per manifested passenger
- (C) The Massachusetts Port Authority shall determine, in its sole discretion, the charges to be applied to all other vessels or barges when moored to the terminals.

In the event the MARSEC level is raised above MARSEC level 1 or if the federally mandated security measures, required of cruise terminal operators, are changed the Massachusetts Port Authority reserves the right to pass on additional security charges to all vessels moored at the terminals.

Section 8 – INSURANCE REQUIREMENTS

Rule 51: DEFINITION OF THE TERM “USER” OR “USERS”

For Purposes of this Section of the Tariff, “user” or “users” of the terminals covered by this tariff shall be Person(s) (as defined in Rule 16, herein) including, but not be limited to:

- (A) Any Person(s) or other entity(ies) doing business at the terminal(s) or in connection therewith; and
- (B) Any Person(s), or other entity owning or having custody of cargo or passengers on or moving over the terminal(s).

Rule 52: CERTIFICATES OF INSURANCE

Certificates of insurance shall be supplied to the Massachusetts Port Authority's Deputy Port Director of Operations or his/her designee naming the Massachusetts Port Authority, its members, officers, employees and agents as “Additional Insureds” on all appropriate lines of coverage. Additional costs (if any) for the “Additional Insureds” endorsement will be the responsibility of the User and not the responsibility of the Massachusetts Port Authority. Except as otherwise provided in any written agreement between the User and the Massachusetts Port Authority, the User, to the fullest extent allowed by law, agrees as follows:

(A) **Marine Terminal Operations:**

When the Massachusetts Port Authority is performing marine terminal operations (as defined by Federal Law), each User INDEMNIFIES and HOLDS HARMLESS the Massachusetts Port Authority, its members, officers, agents and employees (collectively, the “Indemnified Persons”), against all costs and expenses, including, without limitation, attorneys’ fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to any person or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act or omission of the User, its agents, invitees, servants and employees upon the terminals, or arising or resulting from any defective or unsafe condition for which the User is responsible, or of any apparatus, equipment or other property of the User, or in any other manner arising out of any action or inaction of the User.

(B) **Indemnity for Noncompliance with Insurance Requirements.**

Each User INDEMNIFIES and HOLDS HARMLESS the Massachusetts Port Authority from any loss it may suffer due to User’s failure to comply with any insurance requirements contained in this tariff or any other agreement between User and the Massachusetts Port Authority including the requirement for obtaining waivers or subrogation, and due to any insurance coverage being invalidated because of User’s failure to comply with the terms, conditions and warranties of any Required Policy outlined herein.

Rule 53: MINIMUM INSURANCE REQUIREMENTS FOR ALL USERS

Except as otherwise provided in any written agreement between the User and the Massachusetts Port Authority, every User must comply with the following insurance requirements:

(A) Commercial General Liability Insurance:

The User must maintain Commercial Liability Insurance, including Pollution Liability coverage, covering the Massachusetts Port Authority and User for liability for property damage, personal and/or bodily injury, and death. The insurance provided under this section must be in the amount of and not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence of personal and/or bodily injury or death. In the event that the User is engaged in any way in the performance of stevedoring services on or in connection with the Terminals, the User must, in addition to the above noted Pollution Liability insurance, maintain General Liability/Premises Operations Insurance covering the Massachusetts Port Authority and User for liability for property damage, personal and/or bodily injury, and death. The insurance provided under this section must be in the amount of and not less than Five Million and 00/100 Dollars (\$5,000,000.00) combined single limits per occurrence for property damage, personal and/or bodily injury or death. Such policy must contain an endorsement waiving all rights of subrogation against the Massachusetts Port Authority, its members, officers, employees and agents.

(B) Protection and Indemnity Insurance:

The User must maintain Protection and Indemnity Insurance, including Jones Act coverage, with extensions for dock, pier and gangway liability insuring both the User and the Massachusetts Port Authority against all claims, suits, obligations, liabilities and damages, (including attorneys' fees), occurring on or about the User's Vessel(s), the terminals, including but not limited to the dock area or arising out of the Operations performed by the User thereon, or from the movement of passengers to and from the User's Vessel(s), or otherwise relating to the Users performance and activities at the terminal(s), including endorsements to cover all the claims, penalties and response costs arising from a spill of oil or any hazardous substance into the navigable waters of the United States, in the single limit or equivalent split limit amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such insurance policies shall be primary over any other policy of insurance which may be owned by the Authority.

(C) Worker's Compensation:

The User must maintain Workers' Compensation and Employer's Liability insurance in the amounts required by law. As the User's activities at the terminal(s) are to be performed in or near navigable water, docks, piers and waterfronts of the United States, endorsements shall be provided by the User's Worker's Compensation policy, with respect to disability or death of any employee under the United States Longshoremen's and Harbor Workers' Compensation Act if recovery for such disability or death through Worker's Compensation proceedings may not validly be provided by law

(D) Hull insurance:

Hull insurance with the usual extended coverage endorsements, including a hull removal clause, and coverage the full replacement of the Vessel(s) and all of its furnishings, fixtures and equipment.

Waiver of Subrogation:

The Massachusetts Port Authority and the User agree to waive any and all rights of recovery, claims, actions or causes of action against the other, its members, agents, officers and employees for any injury, death, loss or damage that may occur to any Person(s) or to the property of the Massachusetts Port Authority, or any personal property of such party on the terminal(s), by reason of any risks, or any other causes which are insured under the insurance policy or policies that either party is required to provide or maintain under this tariff, to the extent and only to the extent of any proceeds actually received by the Massachusetts Port Authority or the User, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its members, officers, employees or agents, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

(E) **Insurance Requirements:**

The phrase "Required Policy" means each policy of insurance required to be maintained by the User under the terms of this Tariff. Each Required Policy must be placed in writing by a company or companies satisfactory to the Massachusetts Port Authority but in all events by a company or companies having a current A.M. Best Company General Policyholders Rating of "B+" and with an A.M. Best Company Financial Rating of not less than XII (or similar rating by a comparable service selected by the Massachusetts Port Authority should A.M. Best Company cease providing such ratings) and be licensed to do business in the Commonwealth of Massachusetts. Such policies shall contain a provision that they cannot be canceled or modified unless the Authority is given at least thirty (30) days prior written notice of such cancellation or modification and a provision that any loss payable thereunder shall be payable notwithstanding any act or negligence of the Massachusetts Port Authority or the User which might, absent such provision, result in a forfeiture of all or part of the payment of such loss. All Required Policies may contain a deductible of not more than Twenty Five Thousand and 00/100 Dollars (\$25,000.00). Such policies must contain cross-liability clauses, when applicable and available. **The User must deliver to Massachusetts Port Authority a Certificate of Insurance (evidence of coverage) for any Required Policy no later than seven (7) business days prior to the first date any insurance policy is required hereunder and any renewal thereof.** The required evidence of coverage must always be deposited with the Massachusetts Port Authority.

Rule 54: DELIVERY OF CERTIFICATES OF INSURANCE

All required Certificates of Insurance must be issued and delivered to:

Massachusetts Port Authority
Director of Risk Management
One Harborside Drive
Suite 200 South
East Boston, MA 02128

Rule 55: SAFE BERTH

The master of a vessel and the captain/pilot of any tug/towboat attending a barge, as applicable, shall be solely responsible for determining if the depth of water (at any tide stage) at the terminal berth is sufficient for the vessel, with Terminal Operator having no responsibility therefor. Terminal Operator shall not be deemed to warrant the safety of public channels, approaches thereto, anchorages or other publicly-maintained areas either inside or outside the Port area where any vessel may operate. Furthermore, Terminal Operator shall not be deemed to warrant the safety of any of the facilities of the terminal facilities.

SCHEDULE OF FEES

(see next page)

SCHEDULE B
FLYNN CRUISEPORT BOSTON TARIFF

Terminal Tariff No. 2 - Present Rates - Effective 1 January 2021

| Rule # | Title | Particulars | Rate Effective 1 January 2021 |
|------------|--|-----------------|----------------------------------|
| R29 | Dockage Rates | | |
| A | Self Propelled Vessels | Per NRT | \$ 44.80 |
| | | Min. | \$ 1,119.25 |
| B | Passenger Ships | Per Foot | \$ 3.05 |
| | | Min. | \$ 1,820.50 |
| C | Idle Status | Per Hour | \$ 58.35 |
| D | Inactive/Layberth Status | Per 24 Hours | \$ 700.00 |
| E | Non-Self Propelled Container and Conventional General Cargo Vessels | Per Foot | \$ 3.71 |
| | | Min. | \$ 1,124.75 |
| F | All Other Non-Self Propelled Vessels: | LOA | \$ 3.10 |
| | | Min. | \$ 484.90 |
| R30 | Dockage Rules & Rates | | \$ - |
| B | Notice of Release of Berth | Per Event | \$ 707.00 |
| C | Notice to Vacate Berth | Per 15 Min. | \$ 440.00 |
| R32 | Wharfage | | \$ - |
| A | Cargo vessels | Min. Per Vessel | \$ 1,030.00 |
| 1 | Automobiles and Trucks | Per Vehicle | \$ 5.40 |
| 2 | Full Containers | Each | \$ 52.50 |
| 3 | Empty Containers | Each | \$ 22.80 |
| 4 | General Cargo, NOS. | Per Ton | \$ 3.71 |
| B | Passenger Ships | Min. Per Vessel | \$ 5,320.50 |
| 1 | Cruise Passengers Embark or Disembark | Per Passenger | \$ 19.22 |
| 2 | Port of Call Passengers | Per Passenger | \$ 19.22 |
| R34 | Usage Rates | | \$ - |
| A | Containerized Cargo | Under 26 Feet | \$ 47.90 |
| | | Over 26 Feet | \$ 65.40 |
| B | Non-Containerized Cargo | | |
| | Cargo NOS | Per Ton | \$ 6.95 |
| | Minimum Charge | Per BOL | \$ 38.00 |
| C | Automobiles and trucks on wheels | Per Vehicle | \$ 7.75 |

SCHEDULE B
FLYNN CRUISEPORT BOSTON TARIFF

Terminal Tariff No. 2 - Present Rates - Effective 1 January 2021

| Rule # | Title | Particulars | Rate Effective 1 January 2021 |
|--|---|---|----------------------------------|
| R39 WHARF DEMURRAGE RATES | | | |
| A | Cargo, NOS | Per 100 Lbs | |
| | | 1-5 Days | \$ 0.80 |
| | | Minimum Charge | \$ 72.00 |
| | | 6 Days and Above | \$ 0.85 |
| | | Minimum Charge | \$ 154.00 |
| B | Cargo, in Containers | Per Container | |
| | | 1-5 Days | \$ 74.15 |
| | | 6 Days and Above | \$ 212.20 |
| R42 Equipment Rental | | | |
| | A | Forklift | \$ 213.25 |
| | B | Conveyor | \$ 177.10 |
| | C | Self Leveling Passenger Gangway | \$ 838.10 |
| | D | Aluminum Gangways, per operation | \$ 138.00 |
| | E | Platform & Stairs | \$ 114.60 |
| | F | Luggage Bin | \$ 38.10 |
| | G | Luggage Cart | \$ 7.45 |
| | H | Fenders (if used offsite) | \$ 515.00 |
| | J | Operator Fee Home Po | \$ 3,167.25 |
| | J | Operator Fee Port of C | \$ 632.40 |
| R43 Extra labor | | | |
| | B | Hourly charge for undocking after 1900 or docking before 0500 vessels and staying at berth for more than 12 hours in any given 24 hours period. | \$ - |
| | | | \$ 955.85 |
| | | | \$ - |
| | | | \$ - |
| R44 PROPER POSITIONING OF CARGO AND EQUIPMENT | | | |
| A | Deposited in Areas Not Authorized | | \$ - |
| 1 | Chassis, Containers, Automobiles, Trucks and Hoisting & Shuttling Equipment, | Per Unit, Per Day, First Five Days | \$ 17.25 |
| 2 | Each Day Thereafter | Per Unit, Per Day | \$ 38.00 |
| 3 | General Cargo, NOS; First Five Days | which ever is greater | \$ - |
| | | Per Sq Ft, Per Day | \$ 0.20 |
| | | Per 100 lbs, Per Day | \$ 0.37 |
| 4 | Each Day Thereafter | Per Sq Ft, Per Day | \$ 0.37 |
| | | Per 100 lbs, Per Day | \$ 0.74 |

SCHEDULE B
FLYNN CRUISEPORT BOSTON TARIFF

Terminal Tariff No. 2 - Present Rates - Effective 1 January 2021

| Rule # | Title | Particulars | Rate Effective 1 January 2021 |
|--|--|------------------------------------|----------------------------------|
| R45 | PROCESSING BULK CEMENT AT THE BOSTON ARMY BASE TERMINAL | In addition to Dockage /Per Ton | \$ 1.75 |
| R46 | PROCESSING BULK SALT | Per Ton | \$ 1.90 |
| R47 | USE OF SEWAGE CONNECTION AND PUMPOUT CHARGES | | |
| C | | Per Thousand Gallons | \$ 11.67 |
| R49 | WATER SERVICE TO VESSELS | | |
| A | water, per 100 cubic feet | | \$ 11.33 |
| B | Minimum Charge Per Delivery | | \$ 265.25 |
| C | Service Charge | | \$ 84.50 |
| D & E | Labor Rates | Per Hour, Per Man | |
| | | Straight Time | \$ 57.95 |
| | | OT | \$ 70.05 |
| | | DT | \$ 80.60 |
| R50 | TERMINAL SECURITY FEES | | |
| A | Cruise Passengers embark or disembark | | \$ 5.21 |
| B | Port of Call Passengers | | \$ 5.21 |
| End of proposed rate increases to Tariff No. 2 | | | |