

**SECTION EIGHT
CONTAINER CRANE FACILITY**

EFFECTIVE OCTOBER 1, 2014

FMC SUBRULE: 34-D05

FOR EXPLANATION OF SYMBOLS, SEE PAGE 0-A (AFTER TITLE PAGE)

<p>In all single lifts which exceed 90,000 pounds (with hook), a heavy lift charge of \$2.50 per short ton will be assessed on the weight exceeding 90,000 pounds, which will be in addition to crane(s) rental charges. Weights listed on manifests will govern heavy lift charges, if actual weights are not provided.</p>	<p>HEAVY LIFT CHARGES</p>	<p>584</p>
<p>The crane(s) will be in operating condition when turned over to the crane user and will be returned in the same condition as when received, wear and tear alone excepted. All repairs will be effected through the maintenance operator or through their designated contractor and billed accordingly for repair costs incurred.</p> <p>Downtime caused by crane user negligence will be charged at the rate as per paragraph entitled RATES included in this Section, acts of God excepted.</p>	<p>CRANE CONDITION</p>	<p>586</p>
<p>Any damages which render the crane(s) inoperable due to crane user negligence, and which may preclude the Seaport from any operating revenues, will be the responsibility of the stevedore to reimburse the Seaport for such revenues during the period of repair.</p>	<p>DAMAGES SUSTAINED TO CRANE</p>	<p>588</p>
<p>All stevedores are required to furnish certificates of insurance to the crane maintenance management company who reserves the right to deny use of the crane(s) to any firm supplying false, incomplete or misleading insurance information.</p> <p>Stevedores Legal Liability Insurance and Comprehensive General Liability Insurance coverage shall be provided as liability against damages resulting from loading and unloading vessels by the stevedore. This insurance shall be a minimum of \$5,000,000.00 for each occurrence. Insurance coverage must include USL&H (United States Longshoremen and Harbor Association) coverage as required by the Longshore Act.</p> <p>Miami-Dade County, Florida (Port of Miami-Dade) and the crane maintenance management company shall be named as additional name insured.</p> <p>These requirements are in addition to previous insurance requirements per other sections of this tariff.</p> <p>The above insurance policies shall not be canceled or allowed to expire until thirty days after the PortMiami has received written notice thereof from the insurance carrier.</p>	<p>INSURANCE (C)</p>	<p>590</p>
<p>All users of the crane(s) shall be held responsible for cleaning the facilities after using them, including the adjacent aprons and gutters. If the facilities are not properly cleaned, charges shall be assessed as noted in other sections of this Tariff, as noted in Item 260.</p>	<p>CLEANING FACILITIES</p>	<p>596</p>