

## Section Two: General Rules & Regulations

### Applicability of Tariff

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#### 200. APPLICATION OF TARIFF AND SUPPLEMENTS

The charges, rates, rules and regulations published in this tariff shall apply equally to all users of, and all traffic on the waterways and/or facilities owned and/or operated by Miami-Dade County, Florida under the jurisdiction of the Seaport Department, on and after the effective date of this tariff or any supplements thereto provided, however, that to the extent a separate and effective written contract approved by the Miami-Dade Board of County Commissioners expressly or specifically supersedes one or more items, rates, or provisions of this Tariff, the expressly or specifically superseding contract term(s) or rate(s) shall exclusively control, but only to the limited extent particular items, rates and/or provisions of this Tariff are expressly or specifically superseded thereby, with all non-superseded items, rates, and provisions of the Tariff (as may be amended by County from time to time) remaining applicable notwithstanding the existence of a Board-approved and Port related written contract.

Should there be any matter requiring clarification or interpretation of any tariff item, the Seaport Director, by delegation from the County, shall be the sole judge as to the application and interpretation of this tariff.

The Seaport Director shall have the authority to deny, cancel, refuse, suspend or revoke a company's permit when that company has violated tariff rules and regulations or has violated established Port procedures, or has withheld or falsified information, or has been involved in any type of unlawful activity.

#### 202. CONSENT TO TERMS OF TARIFF

The use of the waterways and piers, wharves, bulkhead, docks and other facilities under the jurisdiction of the Seaport Department shall constitute a consent to the terms and conditions of this tariff, and evidence an agreement on the parts of the vessels, their owners and agents, and other users of such waterways and facilities to pay all charges specified in this tariff and be governed by all rules and regulations published herein provided, however, that to the extent a separate and effective written contract approved by the Miami-Dade Board of County Commissioners expressly or specifically supersedes one or more items, rates, or provisions of this Tariff, the expressly or specifically superseding contract term(s) or rate(s) shall exclusively control, but only to the limited extent particular items, rates and/or provisions of this Tariff are expressly or specifically superseded thereby, with all non-superseded items, rates, and provisions of the Tariff (as may be amended by County from time to time) remaining applicable notwithstanding the existence of a Board-approved and Port related written contract.

#### 204. APPEALS

A right of administrative review exists for actions or inactions of the Port Director and/or the Department pursuant to Section 28A-7, Code of Miami-Dade County.

**Administrative Restrictions, Limitations and Requirements**

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**210. GENERAL RESTRICTIONS AND LIMITATIONS**

The Seaport Department is not obligated to provide storage or accommodation for property which has not been transported, nor is intended to be transported by water to or from the Port; nor is it obligated to provide extended storage or other services beyond reasonable capacity of the facilities; nor is it obligated to provide extended storage for any property in the course of normal operations, beyond a period of time determined by the Port Director.

The Seaport Department is not obligated to accept any cargo, either inbound or outbound, which is not compatible with the accepted objectives of the Port and the established assurances to the community. The refusal of any such cargo is discretionary with the Port Director.

The Seaport Department is not obligated to issue any permit, including stevedore permit or renewal. The Seaport shall consider other factors such as the granting or renewal of a permit does not lead to duplication of services that could lead to destructive competition or a reduction of the quality of services to our customers and persons using the Port of Miami-Dade and its facilities, and does not lead the Port of Miami-Dade to uncertainty, disruption and/or unstable environment in the rendering of such services.

**212. DISCLAIMER FOR LOSS OR DAMAGE**

The Seaport Department shall not be responsible for any damages to freight being loaded, unloaded, handled, stored, or otherwise present on its facilities, or for loss of any freight or for any delay to same.

The Seaport Department shall not be responsible for any loss or damage to freight on or in its facilities by reason of fire, leakage, evaporation, natural shrinkage, wastage, decay, animals, rats, mice, other rodents, moisture, the elements, discharge of water from sprinkler fire protection systems, or by or from any other cause.

The Seaport Department shall not be responsible for delay, loss or damage arising from riots, strikes, or labor disturbances of any persons, or for any loss due to pilferage or thievery, or to any other cause.

The Seaport Department shall not be responsible for any personal injuries or death resulting from any cause whatsoever on its properties or facilities.

The Seaport Department shall not be relieved from liability for occurrences which are caused solely by its own negligence.

**213. PLACEMENT GOODS NOT TO BE BAILMENT**

The placing of property of any nature, including cargo on Seaport property pursuant to this tariff shall not be construed under any circumstances as a bailment of that property, and Miami-Dade County, its officers, employees, and agents, shall not be considered as bailee of any property whatsoever.

**214. ABANDONED CARGO**

Any cargo on which charges have not been collected within 90 days shall be considered abandoned cargo. The Seaport Department reserves the right to remove any or all such property to another part of the premises, or remove it and place in storage off the Port at the risk and expense of the owner. The Seaport Department may retain possession of the property until all charges have been paid. When the Port Director determines final abandonment of cargo in any instance, he shall dispose of same under established County procedures.

**216. FURNISHING CARGO STATEMENTS AND VESSEL REPORTS**

All vessels, their owners and agents, and all other users of the waterways and facilities, shall furnish the Port Director copies of inbound or outbound manifest or other documents in a form satisfactory to the Port Director, or a full and correct statement, signed and certified to, on blanks furnished by the Seaport Department, showing weights or measurements of the various items discharged or loaded and the basis on which freight charges are assessed, within ten days after the arrival and/or departure of vessels, excepting Saturdays, Sundays and holidays.

It is the stevedores' responsibility to provide the Port of Miami-Dade with complete loading and discharge guides to verify the vessel manifest(s).

**217. LATE DOCUMENTATION ON SERVICE FEE**

A service fee of one-half of one percent (1/2 of 1%) of total charges resulting from the calculation of charges reflected on such documents, for each 24-hour period or fractional part thereof, including Saturdays, Sundays and holidays, will be assessed for incomplete, incorrect, non-certified or late submission of documentation required for entry to the Port or for the calculation or verification of Port charges. This service fee shall be assessed in addition to all other penalties imposed by this tariff. The minimum service fee is ten dollars (\$10.00).

**218. PAYMENT OF BILLS (C)**

All charges assessed under this tariff are due as they accrue, and invoices issued by the Port are due and payable upon presentation.

All invoices being disputed by or on behalf of port users, customers, or either's respective agents or employees must be disputed within 30 days of the invoice date.

Any invoice remaining unpaid the last day of the month following the month billed is delinquent, and the Port users billed will be placed on a delinquent list.

A delinquent invoice is subject to a late fee of one and one half percent (1-1/2%) simple interest for each month that said invoice remains delinquent at end of the month.

If collection procedures are pursued, an additional collection fee of up to 30% of the amount of the delinquent invoice will be added to the invoice amount. This collection fee will reimburse the Port for any amount due or paid to the Miami-Dade Finance Department for their collection effort. Payment of an invoice at PortMiami after the invoice has been sent to the Miami-Dade Finance Department for collection does not waive the collection fee.

Collection procedures include, but are not limited to, sending the delinquent invoice to the Collection Division of the Miami-Dade Finance Department at 111 NW 1st Street, 26th Floor, Miami, Florida 33128.

Payment for returned checks dishonored by the bank (NSF) shall be made pursuant to Florida Statute (F.S. 832.07). In the event where a Port user has presented more than one (1) NSF check to the Port for payment, the Port Director, at his discretion, may require the Port User to pay the Port via a cashier's check, payable from a local bank, or an alternative method of payment approved by the Port Director or his designee.

The Port assigns the responsibility for the collection and payment of all charges assessed on a vessel to the Ship's Agent Company authorized by the Seaport Director to file the Request for Ship's Berth Assignment for the vessel. The Port must be paid according to the terms stipulated in this tariff item regardless of when the Ship's Agent, vessel, its owners or agents are reimbursed.

The Port reserves the right to refuse the use of Port facilities and services to any Port user on the delinquent list and to demand payment of charges in advance before further services will be performed or facilities used.

**Sales Tax**

Rates and charges contained in this tariff are exclusive of any sales tax. Applicable sales taxes shall be paid to the Port at the time and by the entity responsible for payment of the tariff charges for which the tax is imposed.

Applicable sales taxes are further explained in Florida Statute Title XIV, Chapter 212 "Tax on Sale, Use, and Other Transactions". Current sales tax rate is 6.8% on Commercial Real Property Rental, and 7% on everything else.

Cruise and cargo shipping lines may elect to pay all invoices directly to the Port. Shipping lines choosing direct billing may contact the Port's permit section to set up the account, which still requires a permit, insurance coverage and payment guarantee, as per Items 714 and 222 of the Tariff.

**On-Line Payments**

Invoices can be paid on-line using the Port's SeaPal online service via e-checks. The Port also offers online payments for account replenishment for ground transportation using e-checks. There are no processing charges for any e-check transactions.

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Parking and Ground Transportation invoices can also be paid online using a credit card subject to a 2.5% fee payable at the time of payment. This applies only to Parking and Ground Transportation invoices, all other invoices and fees can only be paid online using SeaPal via e-checks. As mentioned above, there are no processing charges for any honored and successful e-check transactions.

All ground transportation companies are required to pay for trip fees using the online services, using either the account replenishment method or making a payment on a one time basis. For companies that infrequently visit the Port, less than 5 times per year, prior arrangement for a trip and payment must be made and communicated through the permit section at the Port before the company's vehicle(s) visit the Port.

Shipping companies, cruise and/or cargo, or their agents, are required to pay all invoices via wire transfer or using the Port's SeaPal online payment service.

All e-check transactions which are dishonored by the servicing bank due to nonsufficient funds (NFS), will also be treated pursuant to Florida Statute (F.S. 832.07) and as previously noted in this section.

### 219. TEMPORARY EMERGENCY CHANGES TO TARIFF

The Seaport Director shall have the authority to implement emergency temporary changes to this Tariff to remain competitive with other ports. These temporary changes will be consistent with the provisions of Item 200. Such changes will be documented and submitted to the Office of the Miami-Dade County Mayor.

If such temporary changes remain in place for a period of twelve months and are subsequently expected to remain permanent, they shall be submitted to the Board of County Commissioners for approval.

### 220. ACCESS TO RECORDS

All vessels, their owners and agents, and all other users of the waterways and facilities, shall be required to permit access to manifests of cargo, passengers, railroad documents, and all other documents for the purpose of audit for ascertaining the correctness of reports filed, or for securing the necessary data to permit correct estimate of charges.

### 221. INDEMNIFICATION

All users of Port facilities shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, fines, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, notices of violation, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the users' use of Port facilities. All users of Port facilities shall pay all claims, fines and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay costs, fines, judgments and attorneys' fees which may issue thereon, provided

the County shall have given reasonable written notice of such matter with full right to defend and shall cooperate in such defense.

### 222. PAYMENT GUARANTEE

Users of the Port facilities are required to furnish the County with a Payment Guarantee, insuring the County against loss of any funds and indemnifying the County in full for the payment of bills that accrue as a result of dockage, notices of violation, cargo and passenger wharfage, water sales, storage, rentals, leases, warehousing, wharf demurrage, track rentals, electric current and any other charges that may accrue for services rendered by the County. The Port Director is authorized to determine and fix the amount of the required Payment Guarantee. The Port Director is also authorized to designate the persons who shall be required to post the bond required by this section.

Standard Lease (boilerplate) Agreement Lessees shall furnish to the Port a payment guarantee prior to occupancy of the leased space equivalent to the duration of the cancellation notification: thirty (30) days for a month to month lease term and ninety (90) days for 1 to 5 year lease terms. Lessee may elect to post said guarantee as an Indemnity Bond (Bond), an Irrevocable Letter of Credit (ILC) or via company check, provided the Bond or ILC (as applicable) is in a form acceptable to the County.

### 223. EMERGENCY TARIFF WAIVER FOR HURRICANES AND NATURAL DISASTERS (I)

The Seaport Director or his designee, at his sole discretion, shall have the right to reduce or waive applicable Port fees for donated humanitarian relief efforts in case of a declared emergency by the President of the United States, the Governor of the State of Florida, or another state, or for a natural disaster suffered by a country served by an ocean carrier and/or cruise line customer of PortMiami.

Such waivers and/or reductions may include dockage, wharfage and crane rates per participating ocean carrier or cruise line. In lieu of Tariff rates, the Director shall have the right to reduce or waive rates set forth in the various County-approved cargo terminal agreements and/or approved agreements with cruise lines.

Such waivers and/or reductions shall be limited to those ocean carriers and/or cruise lines who are also waiving their transportation fees for donated hurricane relief supplies relating to food, lodging, medicine, construction materials and equipment, and/or resources provided by governmental or charitable agencies. In order to qualify for such waiver or reduction, the participating ocean carrier or cruise line must verify and provide documentation to the Port, including a manifest or certified statement identifying those items that may qualify for such waiver or reduction.

### 224. INSURANCE (C)

The rates and charges published in this tariff do not include any insurance of any nature. All permitted users of the Port facilities are required to carry both Comprehensive General Liability Insurance and Auto Liability Insurance. Certificates of Insurance must be provided to PortMiami, 1015 North America Way, Miami, Florida 33132, indicating that insurance coverage has been obtained which meets the following requirements: (1) Commercial General Liability Insurance on a comprehensive basis in an amount not less

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than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage; and (2) Automobile Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Additional coverage may be required pursuant to other sections of this Tariff. Cartage companies are required to carry a minimum of \$1,000,000 liability insurance.

Companies unable to provide valid proof of insurance will be immediately required to cease operations and will have their permits automatically suspended until valid proof of insurance is received and validated by the Permits Section. Companies falsifying insurance documentation will be automatically subject to a \$1,000 administrative fee and the immediate suspension of their permit for a duration determined by the Port Director or his designee.

**Insurance Requirements for Cartage Companies**

All cartage companies doing business at PortMiami must comply with the insurance requirements set forth in Section 224 of this Tariff and must provide the Permits Section with a Certificate of Liability Insurance listing all insured drivers and vehicles. Any and all changes to the company's driver/fleet schedule must be reported immediately. It is the company's responsibility to maintain their company's driver and insurance records up to date. Failure to do so may result in the suspension of the company's permit for a period determined by the Port Director or designee.

Information submitted by the insurance company and/or the managing general agent concerning insured drivers/vehicles will be compared to the Port's identification system as to the number of issued Port ID cards. Any discrepancies must be remedied within two (2) business days after notice from the Port, or in the event a permit holder has a discrepancy more than twice in a fiscal year, a fine of \$1,000 will be assessed for the first violation. The second violation will result in the suspension of the permit.

All drivers renewing their Port identification cards must show proof of insurance and/or approval of insurance to the Port's Identification & Credentialing Section. A cartage company's failure to report a change in an employee's work status (termination) within 7 days after the change may result in suspension of the Port business permit. Reactivation and addition of any cartage company's drivers will be granted only after verifying that the cartage company is in compliance with the insurance requirements.

If a driver and truck fail to prove insurance coverage on any spot check while at the Port, the vehicle and driver may be required to leave the Port immediately.

All cartage company drivers wishing to work for two companies on one (1) Port identification card must show endorsement and proof of insurance coverage covering the driver's work for each such cartage company from both companies of record.

**225. CARGO INCENTIVE PROGRAM (C)****Incentive Program**

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The Port Incentive Program is based on the volume of a shipping line’s qualifying containers in a given calendar year for which the Port receives both full and timely payment of TEU wharfage and dockage charges as listed on Exhibit A attached to the Port’s three terminal operating contracts and payment of all due Port gantry crane rental and other fees set forth in Tariff Item 560 or per the terms of the applicable terminal operating contract, as use of the Port’s gantry cranes and prior payment of all Port fees and charges are express requirements and eligibility conditions of this incentive program. For qualifying containers that meet all listed incentive program eligibility conditions and criteria, there are five (5) incentive categories which are subject to an overall \$35.00 per container incentive cap, excluding the super-container category\*, and as further limited to not exceed the amount received by the Port for wharfage and dockage pursuant to Exhibit A of the Port’s three terminal operating companies:

Volume in eligible containers, per shipping line, per calendar year	Line	Vessel Sharing Agreement (VSA)	Volume Commitment	Latin America	Super Container
0 – 20,000	\$2.50	\$2.50	\$5.00	\$10.00	\$0.00
20,001 – 40,000	\$5.00	\$5.00	\$5.00	\$10.00	\$0.00
40,001 – 60,000	\$7.50	\$7.50	\$5.00	\$10.00	\$0.00
60,001 – 80,000	\$10.00	\$10.00	\$5.00	\$10.00	\$0.00
80,001 – 100,000	\$12.50	\$12.50	\$5.00	\$10.00	\$0.00
100,001 – above	\$15.00	\$15.00	\$5.00	\$10.00	\$0.00
*Valid per box over 100,000 moves					\$7.50

Volume in Containers – For qualifying and eligible containers meeting all incentive program conditions and criteria in a calendar year, this column sets forth the tiers that define thresholds for incentives to be paid to the shipping line. The volume is calculated on a per eligible container basis, full or empty, regardless of size, provided each eligible container uses the Port’s gantry cranes, and provided all wharfage, dockage and gantry crane fees arising from or relating to such containers are timely paid to the Port. As the tiers escalate, the rebates within that tier are paid back to the first container of eligible volume within that tier. The volume in containers excludes all transshipments.

Line Incentive – This incentive is paid directly to the shipping line based on the performance met by that stand alone carrier’s own eligible container throughput, but excluding third party cargo, unless otherwise specified during the open enrollment process and agreed upon by the Port Director. Subsidiary companies using a different shipping line’s name from the parent company will be reflected as an individual line and not to be combined with the parent company’s throughput, unless there is continued combined throughput growth from the preceding year.

VSA Incentive – This incentive is paid directly to the shipping line carrying eligible containers loaded to or from PortMiami based on the performance of the applicable FMC registered VSA service or alliance. This incentive is intended to reward the performance of the FMC registered VSA alliance. By example, if a line brings 15,000 containers to PortMiami and its VSA partners bring in a total of another 15,000 containers in the same calendar year, then for purposes of calculating the VSA rebate tier level, these throughputs would be aggregated (15,000 + 15,000 = 30,000) and the VSA partners would be eligible to seek the second



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tier VSA rebate level (20,001 – 40,000) at \$5.00 per eligible container loaded to or discharged from a particular VSA partner line's vessel calling PortMiami in a fiscal year. For avoidance of doubt, no more than one VSA rebate per eligible container.

Volume Commitment Incentive – This incentive is paid directly to the shipping line in exchange for an annual written volume commitment. In order to receive this incentive, the shipping line must be within 10 percent to the negative or 5 percent to the positive of the stated container goal. There will be an allowable one-time downward change (request needs to be in writing) to this commitment and one upward change per year to accommodate additional growth guarantees.

Latin America/Caribbean Incentive – If an eligible container comes from or is destined to Latin America/Caribbean, there will be a \$10 per container incentive paid directly to the shipping line. Latin America is defined as Mexico, Central, and South America.

Overall Incentive Cap – Notwithstanding the above, under no circumstances may any qualifying and eligible container be entitled to any incentive or incentives that exceed (in aggregate) the lesser of \$35 per container or the amount received by the Port for wharfage and dockage according to Exhibit A of the Port's three terminal operating agreements. An exception to this limit applies to the number of a shipping line's qualifying and eligible container moves above 100,000 in a calendar year as described below.

Super container – The super container incentive is paid on each container beginning on container 100,001 from the same shipping line (in a given calendar year) and is excluded from the \$35.00 cap that is imposed on all other incentives. This incentive will be paid by the Port providing the amount received by the Port for wharfage and dockage according to Exhibit A of the Port's three terminal operating agreements (for such containers over 100,000 in a given calendar year) exceeds the sum of the \$35 volume incentive and the \$7.50 super container incentive for such containers.

**Eligibility**

Shipping lines that have been enrolled at any point during the 2018 calendar year will continue to be enrolled until December 31, 2018, at which point this program will sunset and cease. Beginning January 1, 2019, it will be up to the Port Director to extend this program or a different version of this program for another nine months until September 31, 2019.

**226. RETURNED CHECK SERVICE FEE**

A service fee will be assessed for the collection of a dishonored check, draft, or other order for the payment of money to the Port of Miami-Dade, including for collection of unsuccessful or dishonored e-checks transactions, in accordance with the rate structure established by Miami-Dade County, in Administrative Order 4-86. This service fee shall be in addition to all other penalties imposed by this tariff.