

**VIRGINIA INTERNATIONAL TERMINALS, LLC  
SCHEDULE OF RATES NO. 1**

FMCT. NO. 1

GOVERNING  
CHARGES, RULES and REGULATIONS  
AT  
MARINE TERMINALS  
OPERATED BY  
VIRGINIA INTERNATIONAL TERMINALS, LLC  
LOCATED AT  
THE PORT OF HAMPTON ROADS, VIRGINIA, U.S.A.

Important Note: This electronically published document is issued solely for the convenience of our customers.

ISSUED BY  
VIRGINIA INTERNATIONAL TERMINALS, LLC  
P.O. BOX 1387  
NORFOLK, VIRGINIA 23501

Original Schedule of Rates Issued September 1, 1994  
Effective October 1, 1994

TERMINAL OPERATOR  
Virginia International Terminals, LLC  
P.O. Box 1387  
Norfolk, VA 23501  
Phone (757) 440-7000  
Fax (757) 440-7221

Changes effective October 1, 2015 are indicated by the following symbol within the body of the item:

- (A) - Addition
- (C) - Change in wording which results in neither increases nor reductions in charges
- (D) - Deletion
- (I) - Increase

Direct rate and pricing inquiries for all facilities to VIT Customer Relations  
Phone (757) 440-7204  
Fax (757) 440-7221  
Email [vitrates@vit.org](mailto:vitrates@vit.org)

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## **Terminal Information**

### **Virginia International Gateway (VIG)**

1000 Virginia International Gateway Blvd.  
Portsmouth, VA 23703  
Phone (757) 686-6000

#### **Directions to VIG from Norfolk International Airport:**

Take Norview Avenue exit towards I-64  
Take I-64E Exit towards Va. Beach/Chesapeake  
Merge onto I-264W towards Norfolk. Take Waterside Drive exit;  
this becomes Boush Street. Left on Brambleton Avenue  
Follow signs for Midtown Tunnel to Portsmouth  
Take I-64W across the West Norfolk Bridge.  
Take 2<sup>nd</sup> exit (Virginia International Gateway Blvd)  
Turn right into terminal.

### **Newport News Marine Terminal (NNMT)**

25th St. & Warwick Blvd.  
Newport News, VA 23607  
Phone (757) 928-1211  
Fax (757) 928-1220

#### **Directions to NNMT:**

From I-664 take Exit 6.  
Follow 26th Street then left on  
Huntington Avenue. Left at 25th Street,  
proceed to NNMT.

**Norfolk International Terminals (NIT)**

7737 Hampton Blvd.  
Norfolk, VA 23505  
Phone (757) 440-7000  
Fax Directory:

Breakbulk Services	(757) 440-7098
Gate Services	(757) 440-7166
Operation Control Center	(757) 440-7167
Operations & Maintenance	(757) 440-2640
Rail Center	(757) 440-2894
Vessel Operations	(757) 440-2869
Billing & Tariff Division	(757) 440-2862

Directions to NIT:

From I-64 East take Granby Street exit.  
Bear right on Terminal Blvd. ramp.  
Proceed on Terminal Blvd. to NIT.

From I-64 West take I-564 (left exit).  
Follow I-564 to Terminal Blvd. exit.  
Proceed on Terminal Blvd. to NIT.

**Portsmouth Marine Terminal (PMT)**

2000 Seaboard Ave.  
Portsmouth, VA 23707  
Phone (757) 440-7000  
Fax (757) 391-6176

Directions to PMT:

From I-264 take Exit 5 (Frederick Blvd.)  
turn left at light. At Route 58 bear right, take last exit before tunnel.  
Take second right, turn right at  
stop sign. Turn left into PMT.

From I-64 take I-664 to Monitor-Merrimac  
Tunnel. Take Route 164 exit, over West Norfolk bridge. At end of road  
turn right at yield, turn left at light.  
Turn left into PMT.

## TABLE OF CONTENTS

SECTION I - DEFINITION OF TERMS

SECTION II - GENERAL RULES

SECTION III - DOCKAGE, WHARFAGE, EQUIPMENT RENTAL, MISCELLANEOUS VESSEL RULES AND CHARGES

SECTION IV - CONTAINER RULES, CHARGES AND DEFINITIONS

SECTION V - FREE TIME, WHARF DEMURRAGE AND CARGO LOADING/UNLOADING CHARGES

SECTION VI - FUMIGATION RULES AND CHARGES

SECTION VII – STEVEDORING CHARGES

SECTION VIII - MISCELLANEOUS SERVICES AND CHARGES

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### SECTION I - DEFINITION OF TERMS

Coastwise - Item 1

Dockage - Item 10

Export Cargo - Item 20

Free Time - Item 30

Holidays - Item 40

Import Cargo - Item 50

Intercoastal Cargo - Item 60

Liner Vessel - Item 70

Loading or Unloading - Item 80

Point of Rest - Item 90

Pre-Palletized or Skidded Cargo - Item 100

Rehandling - Item 110

Ton - Item 120

Terrorism, Terrorist Acts - Item 125

Usage - Item 130

Vessel - Item 140

Wharfage - Item 150

Wharf Demurrage - Item 160

---

### SECTION II - GENERAL RULES

General Application - Item 200

Application of Schedule of Rates and Amendments - Item 202

Operator of Terminals - Item 204

Consent to the Terms of the Schedule of Rates - Item 206

Terminal Rights - Item 208

Schedule of Rates Restrictions - Item 210

Shipboard Welding/Burning - Item 212

Handling of Heavy, Fragile or Bulky Articles - Item 214  
Removal of Objectionable Cargo - Item 216  
Disposition of Undelivered Cargo - Item 218  
Credit and Payment of Invoices - Item 220 revised effective December 14, 2014  
Notification of Disputed Invoices - Item 221 revised effective December 14, 2014  
Shipper's Requests and Complaints - Item 222  
Lien - Item 223  
Regular Working Hours - Item 224  
Overtime Working Hours - Item 226  
Notification of Use of Heavy Lift Equipment - Item 228  
Waiver of Sovereign Immunity - Item 229  
Truck Service Scheduling - Item 230  
Delivery and Acceptance of Export Containers – Item 231 added effective March 19, 2015  
Vessels Required To Use Tug Assistance - Item 234  
Vessel To Vacate Berths - Item 235  
Improperly Loaded Railcars - Item 236  
Discharging Ballast or Rubbish - Item 238 deleted effective October 1, 2001  
Discharging of Oils, Noxious Liquid Substances and Garbage- Item 239  
Discharging Sewage - Item 240 deleted effective October 1, 2001  
Safety - Port User Liability - Item 242  
Insurance - Item 244  
Smoking Violations - Item 246  
Project or Plant Movement of 200 Tons or More - Item 248  
Charitable and Military Cargo or Vessels - Item 250  
Vessels Required To Complete Loading/Discharging - Item 252  
Berth Assignments - Item 256  
Movement of Vessels - Item 258  
Furnishing of Billing Information - Item 260  
Receipt of Export Cargo/Containers - Item 262  
Rail Transport to Virginia Inland Port – Item 263  
Responsibility For Damages - Item 264  
Limitation of Liability - Item 266  
Containers and Breakbulk Cargo Containing Hazardous Material - Item 267  
Terminals Held Harmless - Item 268  
Notification of Loss or Damage - Item 270  
Acceptance of Cargo or Commodity for Handling or Storage; Responsibility for Consequential Damage and Infestation - Item 272  
Strikes, Labor Disputes - Item 274  
Lien on General Order Merchandise - Item 276  
Damaged Cargo - Item 277  
Damaged, Abandoned or Unidentified Equipment Disposition - Item 278  
Forest Products - Item 279  
Metric Conversion Table - Item 280

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SECTION III - DOCKAGE, WHARFAGE, EQUIPMENT RENTAL, MISCELLANEOUS VESSEL RULES AND CHARGES

Dockage Charges - Item 300

Item 300A deleted effective October 1, 2001

Items 300D and 300E deleted effective October 1, 2003

Cancellation of Pier Docking - Item 305

Line Handling - Item 310

Line Handling-Restricted Holidays - Item 311

Wharfage Charges - Item 315

Item 315D deleted effective October 1, 2001

Item 315G deleted effective October 1, 2003

Equipment Rental General Conditions - Item 320

Equipment Rental Charges - Item 325

Vessel Overtime Charges - Item 330

Fresh Water - Item 335

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## SECTION IV - CONTAINER RULES, CHARGES AND DEFINITIONS

Container - Item 400

Trailer Interchange Receipt Custody – Item 402 added effective January 1, 2005

Marshalling Yard - Item 405

Open Storage and/or Parking Area - Item 410

Wheeled Container - Item 415

Receiving/Delivering Chassis, Frames or Bogies - Item 420

Rehandling Container - Item 425

Rehandling Bare Chassis on Wheels - Item 426

Receiving Container - Grounded or Stacked Operation - Item 430

Receiving Container - Wheeled Operation - Item 435

Dual Receiving Container Charge - Item 436

Receiving Container Charges - Expedited Handling - Item 440

Receiving Container Charges - Item 445

Containers Interchanged Between Water Carriers - Item 450

Containers Transferred Between PMT and Sea-Land Terminal - Item 451 deleted effective October 1, 2008

Containers Interchanged Between Steamship Lines On Terminal - Item 452

Empty Rail Containers with No Associated Vessel Lift – Item 454 added effective May 1, 2014

Free Time - Item 455 deleted effective January 1, 2006

Free Time Container – Item 456 added effective January 1, 2006

Empty Storage Charges - Item 460 added effective July 1, 2013

Demurrage Charge Loaded Container – Item 461 added effective January 1, 2006

Chassis – Item 462 added effective January 1, 2006

Storage of Equipment Upon Bankruptcy – Item 463 added effective January 1, 2006

Roll Charge – Item 464 deleted effective June 1, 2006

Miscellaneous Services and Charges - Item 465

Receiving Other Than Standard Size Containers - Item 470

Receiving Containers With Damage or Variances - Item 475

Containers With "Out of Profile" Cargo - Item 476

Containers With "Out of Profile" Cargo-Vessel - Item 478

Containers Loaded in Excess of Rated Capacity - Item 480

Container Repair, Servicing, and/or Cleaning - Item 485

Chassis Banding and/or Stacking - Item 490

Chassis - Loading To or Unloading From Flatbed Trailers - Item 491

Chassis - Breaking Down - Item 492

Stack Flats and Mafis – Item 493

Loading/Unloading Bundled Mafis on Flatbed Trailers – Item 494 added effective January 1, 2013

Delivering/Receiving Containers During Overtime Hours - Item 495

Hot Container Charge - Item 496

Hot Chassis Change Charge - Item 497

Hot Container Deramp Charges - Item 498

---

SECTION V - FREE TIME, WHARF DEMURRAGE AND CARGO LOADING/UNLOADING CHARGES

Free Time - Item 500

Free Time During Longshoremen's Strikes - Item 502

Wharf Demurrage - Item 505

Articles, Not Otherwise Specifically Provided for Elsewhere in This Section - Item 507

Articles, Miscellaneous - Item 510 and Item 512

Aluminum - Item 514

Auto Parts - Item 516

Boats - Item 520

Carbon or Graphite Items - Item 530 deleted effective October 1, 2003

Cigarettes and Other Manufactured Tobacco - Item 532 deleted effective October 1, 2003

Copper and Brass - Item 534

Cocoa Beans and Cocoa Products - Item 536 deleted effective October 1, 2009

Coffee Beans (green) - Item 538 deleted effective October 1, 2003

Dowels - Item 540 deleted effective October 1, 2003

Fertilizer and Fertilizer Materials - Item 542 deleted effective October 1, 2003

Fiber - Item 544 deleted effective October 1, 2005

Foodstuffs, Canned or Preserved - Item 546 deleted effective October 1, 2004

Iron or Steel - Item 550

Machinery, Machines or Parts, Farm Tractors - Item 560

Rubber, Crude - Item 576

Stone, Marble and Slate Slabs, Loose, Not Crated or Boxed - Item 580

Tobacco, Unmanufactured - Item 582 deleted effective October 1, 2004

U.S. Government P.L. 480 Cargo, Bagged - Item 586

Minimum Charge - Item 592

Vehicles, Self-Propelled, Unboxed - Item 594

Vehicles, Not Otherwise Specified, Unboxed - Item 596

Mobile Homes/Trailers - Item 598



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SECTION VI - FUMIGATION RULES AND CHARGES

Fumigation Items under Section VI deleted effective October 1, 2006

Virginia Port Authority Security Surcharge - Item 650 effective August 1, 2005

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SECTION VII – STEVEDORING CHARGES

Items under Section VII added effective October 5, 2015

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SECTION VIII - MISCELLANEOUS SERVICES AND CHARGES

Miscellaneous Charges - Item 800

Special Services - Item 805

Segregation and Sorting - Item 810

Usage Charges - Item 815

Minimum Billing - Item 825

Helicopters - Item 830 deleted effective February 23, 2000

Yachts - Item 835

VIG – Gangway Guard – Item 840 effective October 1, 2010

VIG – Escort Fee – Item 845 effective October 1, 2010

Barge Container Movement - Item 850 effective July 1, 2011

Secure Flats For Rail Movement – Item 851 added effective January 1, 2013

Empty Yard Services – Item 852 added effective October 1, 2015

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SECTION I  
DEFINITION OF TERMS

**1 COASTWISE**

EFFECTIVE October 1, 1995

COASTWISE means cargo moving by any single mode or combinations of modes of transportation between the Port of Hampton Roads and any other port in the United States on the Atlantic Coast or on the Gulf of Mexico.

**10 DOCKAGE**

EFFECTIVE October 1, 1995

DOCKAGE is a charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure or bank.

**20 EXPORT CARGO**

EFFECTIVE October 1, 1999

EXPORT CARGO, as used in this Schedule of Rates, means cargo received at the port for loading into a vessel for shipment to a foreign or domestic offshore port or destination.

**30 FREE TIME**

EFFECTIVE October 1, 1995

FREE TIME applies to the specified period during which cargo, including in-transit cargo, may occupy space assigned to it on terminal property free of Wharf Demurrage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

**40 HOLIDAYS**

EFFECTIVE December 18, 2003

VIT will be closed for all operations on the following holidays:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

VIT will be open for limited operations on the following holidays:

- Martin Luther King's Birthday
- Robert E. Lee's Birthday
- George Washington's Birthday
- Thomas W. Gleason's Birthday
- Memorial Day
- Jefferson Davis' Birthday
- Columbus Day
- Veterans Day

Details available on the VIT web site at [www.portofvirginia.com](http://www.portofvirginia.com).

**50 IMPORT CARGO**

EFFECTIVE October 1, 1999

IMPORT CARGO as used in this Schedule of Rates means cargo, including in-transit cargo, received at the port in a vessel from a foreign or domestic offshore port or origin for loading to a domestic motor, rail or water carrier.

**60 INTERCOASTAL CARGO**

EFFECTIVE October 1, 1995

INTERCOASTAL CARGO means cargo originating at or destined to points on the Pacific Coast of the United States.

**70 LINER VESSEL**

EFFECTIVE October 1, 1995

LINER VESSEL is defined as a vessel sailing under an advertised schedule and operated by a line maintaining regular sailings from any United States port or ports to named ports.

**80 LOADING OR UNLOADING**

EFFECTIVE October 1, 1995

LOADING OR UNLOADING applies to the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, domestic barges, or any other means of conveyance. LOADING OR UNLOADING does not include special stowage, blocking or bracing, sorting or grading, stripping or stuffing containers, or otherwise selecting the cargo for the convenience of carrier or consignee. VIT will not consider itself to be the consignee on cargo destined for water movement.

**90 POINT OF REST**

EFFECTIVE October 1, 1998

POINT OF REST means a point within a terminal where VIT designates that cargo or equipment be placed for movement to or from a vessel.

**100 PRE-PALLETIZED OR SKIDDED CARGO (Notes 1-3)**

EFFECTIVE October 1, 1998

PRE-PALLETIZED OR SKIDDED CARGO is cargo which is pre-palletized or skidded to the satisfaction of VIT and is eligible for reduced loading or unloading rates. It must be situated on the pier or on the truck or railcar so that it can be loaded into a truck or railcar or unloaded from a truck or railcar by the insertion of the terminal's forklift truck blades. If it is necessary to shift cargo prior to such insertion, the full loading or unloading rate will apply.

Note 1 - Subject to minimum 500 pounds gross weight per unit.

Note 2 - Should pre-palletized or skidded cargo become disassembled prior to or during handling by VIT, the cost of re-coopering will be charged against the cargo.

Note 3 - To qualify for discounts available under provisions of this item, commodity descriptions on all billing documents, such as Bill of Lading, Waybill, Carriers Pro or Delivery Order, must clearly indicate commodity is pre-palletized or skidded.

**110 REHANDLING**

EFFECTIVE October 1, 1998

REHANDLING is the service of physically moving cargo or equipment any place on the terminal facility not involving loading or unloading railcars or motor vehicles.

**120 TON**

EFFECTIVE October 1, 1999

Except as otherwise provided in individual items, TON as used in this Schedule of Rates, has reference to a ton of 2,000 pounds.

**125 TERRORISM, TERRORIST ACTS**

EFFECTIVE March 13, 2003

Means activities against persons or property of any nature involving the preparation to use, the use or the threat to use force or violence of any nature that injures, damages, interferes with, disrupts or contaminates persons or property, including intangible property, communication, electronic, information or mechanical systems where the purpose or result of such activities is to damage, intimidate, or coerce a government, its economy, the military arm of a government or its civilian population and its apparent purpose is to further political, ideological, religious, social or economic objectives or to express opposition to political, ideological, religious or social systems. The term "damage" and the corollary terms included therewith shall include damage caused incidentally through the efforts of legitimate government to oppose, prevent and contain acts of terrorism.

**130 USAGE**

EFFECTIVE October 1, 1999

USAGE means the use of terminal facilities by an ocean carrier, rail carrier, lighter operator, motor carrier, independent contractor, stevedore, shipper or consignee, or any other terminal user, their agents, servants, and/or employees, for which a charge is not otherwise specified in this Schedule of Rates.

**140 VESSEL**

EFFECTIVE October 1, 1998

VESSEL means floating craft of any description.

**150 WHARFAGE**

EFFECTIVE October 1, 1998

WHARFAGE is a charge for use of the wharves, pier or bulkheads by all cargo passing or conveyed over, onto, or under wharves or between vessels when berthed at wharf or when moored in slip adjacent to wharf. Cargo placed in piers or at shipside or on the apron shall be considered to have earned wharfage which will be collected whether or not the cargo eventually is loaded aboard vessel. Wharfage is solely the charge for use of wharves, piers or bulkheads and does not include charges for any other service. Wharfage charges do not include insurance of any kind. Wharfage charges are for the account of the ocean carrier or agent.

**160 WHARF DEMURRAGE**

EFFECTIVE October 1, 1998

WHARF DEMURRAGE is a charge assessed for providing storage in or on terminal facilities after the expiration of free time unless prior arrangements have been made for other terminal storage.

SECTION II  
GENERAL RULES

Rules contained in this section will apply in the absence  
of specific rules in other sections of this Schedule of Rates.

**200 GENERAL APPLICATION**

EFFECTIVE July 8, 2014

This Schedule of Rates applies to the marine terminals operated by VIT in Hampton Roads, Virginia, including without limitation NIT, VIG, PMT, and NNMT. The parties covered by this Schedule of Rates include without limitation motor carriers, stevedores, vessels, ships' agents, freight forwarders, brokers, shippers, consignees, logistics providers, cargo owners, beneficial cargo owners, contractors, vendors, rail carriers, carriers, warehousemen, equipment handlers, and all users of the terminals, including any invitee, employee, agent, contractor, or subcontractor thereof. If VIT has an actual contract with a party covering the services rendered by VIT, then this Schedule of Rates shall not apply to those services, except to the extent this Schedule of Rates is incorporated in the actual contract.

Notwithstanding any provision, this Schedule of Rates shall not apply to any ocean carrier which uses a VIT operated terminal but whose cargo is neither loaded on nor discharged from vessels berthed at a VIT operated terminal. Such ocean carrier shall be permitted to use a VIT operated terminal only pursuant to a negotiated contract with the terminal.

Charges published in this Schedule of Rates may be assessed and collected by VIT on cargo delivered to or received from water, rail, or motor carriers and shall be in addition to rates for transportation to or from the port, except insofar as charges may be included in the rail or motor carrier's freight charges. Cargo will not be received or delivered unless proper documents are furnished and credit has been established.

The berths and piers operated by VIT must be kept open and fluid. VIT does not obligate itself to provide services beyond the reasonable capacity of their property and facilities.

Cargo held in or on piers in excess of Free Time allowed is subject to Wharf Demurrage. Cargo, particularly cargo subject to pilferage or deterioration, may, at the option of VIT, be sent to a commercial warehouse at the expense and risk of the owner. For cargo moved to commercial storage, a "Moving to Storage" charge will be assessed in addition to the normal Storage charges. Rates for services will be quoted upon request by VIT Customer Relations.

**202 APPLICATION OF SCHEDULE OF RATES AND AMENDMENTS**

EFFECTIVE October 1, 1999

Charges, rates, rules and regulations published in this Schedule of Rates shall apply on and after the effective date of this Schedule of Rates or amended pages or special supplements thereto.

**204 OPERATOR OF TERMINALS**

EFFECTIVE October 1, 1998

VIT reserves the absolute right to the use of the facilities it operates, and permission for the use thereof must be obtained from VIT.

**206 CONSENT TO THE TERMS OF THE SCHEDULE OF RATES**

EFFECTIVE October 1, 1999

Use of the piers, wharves, bulkheads, docks and other facilities under the jurisdiction of VIT shall constitute a consent to the terms and conditions of this Schedule of Rates and evidences an agreement on the part of all vessels, their owners and agents, Foreign Freight Forwarders and Customhouse Brokers, Agents, and all other users of these facilities, to pay all applicable charges and be governed by all rules and regulations published herein.

## **208 TERMINAL RIGHTS**

EFFECTIVE October 1, 1998

VIT reserves the right to control and perform the loading, unloading, handling, reconditioning, fumigating, weighing and sampling of all freight and cargo on premises and facilities under its control.

## **210 SCHEDULE OF RATES RESTRICTIONS**

EFFECTIVE January 1, 2012

Articles considered as cargo of a particular hazard (33 CFR 126.10) or of an otherwise objectionable nature, or of uncertain value shall not come under this Schedule of Rates or be provided with terminal services.

Due in part to changes in U.S. Coast Guard regulations for handling division 1.1, 1.2 and 1.5 explosives, VIT shall not load or discharge such cargo. Vessels with such cargo may berth at VIT terminals but may not discharge such cargo or have such cargo relocated onboard while on berth.

Certain Dangerous Cargo (CDC) to include route controlled radioactive cargo is currently regulated by the U.S. Coast Guard. All CDC materials are defined in 33 CFR 160.204. Notification of all CDC shipments must be made to VIT at a minimum of ten (10) days prior to arrival. Notification shall be made to the VIT Safety Manager, [vitsafety@vit.org](mailto:vitsafety@vit.org), 757.635.4544.

Transshipment of CDC containers is not permitted without prior approval from VIT.

Radioactive containers require specific safety and security precautions. Radioactive containers require thirty (30) days advance notice. Notification shall be made to the VIT Safety Manager, [vitsafety@vit.org](mailto:vitsafety@vit.org), 757.635.4544. Additional charges for specific safety and security measures as required per U.S. Coast Guard regulations to handle radioactive shipments will be quoted and assessed based on actual requirements.

## **212 SHIPBOARD WELDING/BURNING**

EFFECTIVE October 1, 1998

Shipboard welding and/or burning of any type is strictly prohibited while vessels are berthed at VIT without express written authorization from the terminal management.

## **214 HANDLING OF HEAVY, FRAGILE OR BULKY ARTICLES**

EFFECTIVE October 1, 1999

Charges published in this Schedule of Rates are not applicable on HEAVY, FRAGILE OR BULKY ARTICLES. Such articles, also pieces or packages weighing more than 80,000 lbs., must be loaded or unloaded at the option of VIT at rates agreed upon between VIT and the owners or their agents prior to arrival of cargo at terminal.

Such cargo will be handled only at the owner's risk. This item does not apply to container traffic in Section IV of this Schedule of Rates.

## **216 REMOVAL OF OBJECTIONABLE CARGO**

EFFECTIVE October 1, 1994

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



## **218 DISPOSITION OF UNDELIVERED CARGO**

EFFECTIVE October 1, 1994

VIT reserves the right to sell for accrued charges any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners, or agents after due notice has been mailed or delivered to such known parties. VIT reserves the right to charge the beneficial owner for all costs incurred in disposing of abandoned cargo.

## **220 CREDIT AND PAYMENT OF INVOICES**

EFFECTIVE December 14, 2014

A. VIT reserves the right to assess charges against and to submit invoices to all users of the terminals, their agents, and/or servants, including without limitation the vessel.

B. Without limiting the foregoing, (i) with respect to break-bulk cargo on or moving over VIT facilities, VIT will initially bill, and the primary responsibility for payment of terminal charges shall be with, those who perform the forwarding functions on such shipments unless other arrangements have been made, and (ii) the primary responsibility for terminal charges pertinent to the vessel such as line handling, wharfage, dockage, and water shall rest with the agent of the vessel and the vessel's owners and charterers unless other arrangements have been made.

C. Vessels, their owners and agents, and other users of VIT's facilities shall be required to permit access to manifests, loading, or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.

D. Invoices for services rendered are due within thirty (30) days of the invoice. Failure to pay within thirty (30) days may cause the name of the responsible party to be placed on a delinquent list and such party may be denied further use of the facilities 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, as well as the commencement of legal action. VIT reserves the right to estimate and collect in advance all charges which may accrue against cargo or vessels if credit has not been established with VIT or if parties representing such cargo or vessels have habitually been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid. VIT reserves the right to apply any payment received against the oldest outstanding invoices.

E. VIT may extend credit to any user of facilities upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements (certified by an independent certified public accountant) or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references; including a bank reference.

For newly incorporated steamship lines or those users not granted credit, VIT may extend credit to those customers who will post and maintain a Letter of Credit or Indemnity Bond in the form and content, and with a company acceptable to VIT in an amount equal to the maximum liability for a period of time determined by VIT.

Letters of Credit and Indemnity Bonds may be required to insure VIT against the loss of funds and indemnify VIT in full payment of bills that accrue for the use of port facilities or services rendered by VIT.

Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills as specified above.

F. If VIT engages an attorney to collect any sums due under or to enforce the Schedule of Rates, whether or not by suit, the person responsible for payment agrees to pay or reimburse VIT for any and all costs suffered or incurred, including without limitation reasonable attorney's fees (not less than fifteen percent (15%) of the outstanding amount owed, including accrued interest thereon), court costs and collection costs.

G. If an account receivable is past due, then VIT may with or without notice apply all credits, discounts, subsidies, incentives, and/or other amounts due from VIT to the delinquent receivables, whether or not related to the outstanding receivables, until such time as all receivables for the account are rendered current. Delinquent invoice amounts plus service charges that are determined to be payable

may be deducted by VIT from any credits, discounts, incentives, other payments received, etc., due to the debtor by VIT.

H. At no time shall invoices or related payments be reduced or offset by any monetary amount for loss, damage or other claim or alleged amount owed by VIT in any form whatsoever.

I. If and when a user of the terminal is entitled to a credit from VIT, VIT may specify how and when that credit will be applied to the user's account. If a credit memo is issued with a certain or calculable expiration date, VIT will, immediately prior to expiration, apply such credit against the oldest outstanding invoices.

#### **221 NOTIFICATION OF DISPUTED INVOICES**

EFFECTIVE December 14, 2014

Disputes posed in good faith regarding the validity of individual charges on invoices must be submitted in writing to VIT within thirty (30) days after the presentation of the invoice. Charges not disputed in good faith within this thirty (30) day period will be considered valid. VIT will only negotiate disputed charges on invoices with the bill-to party.

In order to facilitate the timely acknowledgement, recording and resolution of good faith disputes, all disputes must be directed in writing to VIT's Billing department as noticed on the applicable invoice. Disputes submitted via email may be sent to [invoicedisputes@vit.org](mailto:invoicedisputes@vit.org) with the invoice number in the subject line and the specifics of the dispute in the body of the message. Specifics of the dispute must include, at a minimum, reference to the invoice number, the specific charge and amount disputed, and a statement of facts that supports the dispute.

When a charge(s) on an invoice is in dispute, any portion which is not part of the amount disputed in good faith shall be paid within the 30 day period or other terms as may be applicable. VIT will not issue revised invoices to separate disputed and undisputed portions.

#### **222 SHIPPER'S REQUESTS AND COMPLAINTS**

EFFECTIVE October 1, 1999

Requests, complaints, and inquiries on matters relating to rates, rules and regulations in this Schedule of Rates should be addressed to VIT.

#### **223 LIEN**

EFFECTIVE October 1, 1998

Any and all services performed on the terminal, including but not limited to container related services, shall give rise to a lien in favor of VIT against the vessel, container, chassis, or any other tangible property whatsoever.

#### **224 REGULAR WORKING HOURS**

EFFECTIVE October 1, 1998

The recognized regular working hours of VIT are from 8:00 a.m. until noon and from 1:00 p.m. until 5:00 p.m., Monday through Friday, holidays excepted. Refer to Item 230 for operating procedures.

#### **226 OVERTIME WORKING HOURS**

EFFECTIVE October 1, 1999

When VIT performs work at other than regular working hours for the convenience of the cargo interests, the applicable Loading or Unloading charges under this Schedule of Rates shall be applied, plus additional labor charges and other applicable charges.

## **228 NOTIFICATION OF USE OF HEAVY LIFT EQUIPMENT**

EFFECTIVE October 1, 1998

Equipment with a lifting capacity in excess of 30,000 pounds will not be permitted to operate on terminal facilities unless written permission has been granted by VIT.

## **229 WAIVER OF SOVEREIGN IMMUNITY**

EFFECTIVE October 1, 1998

Any user of VIT, in consideration for services performed, waives any defense of sovereign immunity to charges, fees or damages sought to be recovered by VIT.

## **230 TRUCK SERVICE SCHEDULING**

EFFECTIVE August 10, 2010

### **A. BREAKBULK**

Trucks must register in person by 3:00 p.m. and will be worked as time permits. Any loading or unloading beyond 5:00 p.m., whether to complete or start a new job, may be performed on an approved overtime basis.

### **B. CARGO TO BE STUFFED**

In order to guarantee shipline assigned vessel cutoff

1. Cargo must arrive four (4) working days prior to vessel cutoff.
2. Stuffing orders must be in place when cargo arrives.
3. Shipline equipment must be mounted and available when the cargo arrives.
4. Cargo not meeting the aforementioned criteria will require Overtime Authorization to guarantee meeting assigned vessel cutoff.

### **C. CONTAINERS**

1. All Marine Terminals and Empty Container Yards

The terminal will weigh, receive, and dispatch containers from 5:00 a.m. until 5:00 p.m. Drivers must be in the outbound lane by 5:45 p.m.

Late arrivals will be processed by appointment only and on an overtime basis. On late arrivals, phone NIT (757) 440-7080, NNMT (757) 928-1204, VIG (757) 686-6135.

2. Drivers delivering or picking up containers that involve mounting or demounting the carrier's own equipment must make prior arrangements with VIT and be present at the loading site before 4:00 p.m. Drivers who do not make prior arrangements will be serviced after all others. VIT, in either case, shall not be required to perform mounting or demounting after 5:00 p.m. unless an appointment for overtime has been arranged prior to 4:00 p.m.

## **(A)231 DELIVERY AND ACCEPTANCE OF EXPORT CONTAINERS**

EFFECTIVE March 19, 2015

VIT may establish limits on the number of days an export container may be delivered to and accepted by a terminal ahead of the scheduled arrival of the vessel on which the container is to be loaded. Different limits may apply depending on the mode of delivery of the container, the terminal at which the container is delivered, and whether the container is loaded. The limit(s) may change from time

to time based on available space on a terminal and other factors and will be posted on the Port of Virginia website, [www.PortofVirginia.com](http://www.PortofVirginia.com) under the link <http://www.portofvirginia.com/category/operations-alerts/>.

#### **234 VESSELS REQUIRED TO USE TUG ASSISTANCE**

EFFECTIVE October 1, 1999

Vessels docking or undocking at facilities governed by this Schedule of Rates will be required to use tug assistance unless other arrangements have been made with VIT prior to docking or undocking. Failure to comply with this requirement could result in denial of a berth.

#### **(I)235 VESSEL TO VACATE BERTHS**

EFFECTIVE October 1, 2015

VIT may order any vessel to vacate any berth when it is deemed that the continued presence of such a vessel at such berth would be a potential hazard to the vessel, the berth, the facilities or the rights or property or safety of others. Such situations include, but are not limited to potential natural disasters such as hurricanes, tornadoes, earthquakes or flooding and such events as strikes, acts of terrorism or war.

VIT shall provide written notice (administrative message, facsimile transmission, etc.) to the Steamship Line, Ship's Agent, or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this Schedule of Rates item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.

If the vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by the Terminal Owner, VIT, the vessel or others as a result of such failure to vacate. VIT shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel. If such movement occurs, the vessel shall hold the Terminal Owner and/or VIT harmless, except for VIT's own negligence, for any damage or liability, that may occur as a result of such movement. Failure to comply with an order to vacate will result in a Penalty charge to the vessel of \$1,572.00 per hour for each hour, or fraction thereof, of non-compliance. This charge shall not constitute a waiver by the Terminal Owner or VIT of any greater actual damages, it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.

#### **236 IMPROPERLY LOADED RAILCARS**

EFFECTIVE October 1, 1999

Railcars, which in the judgment of VIT are improperly loaded, will not be handled at regular Schedule of Rates rates. The carrier will be contacted and agreement reached to cover the cost of unloading such cars. Trash, fastening, dunnage, paper and refuse will not be cleaned from cars except by special agreement.

#### **(I)239 DISCHARGING OF OILS, NOXIOUS LIQUID SUBSTANCES AND GARBAGE**

EFFECTIVE October 1, 2015

The discharging of ballast, bilge, oil contaminated water, noxious liquid substances, sewage, garbage or any debris into slips or in channels or within the terminal facilities is strictly prohibited. Violators will be subject to charges, penalties and fines.

A. Leaking tanks/containers will be placed on a spill pad or spill containment cassette, subject to the following daily use charges while the spill pad or cassette is occupied:

Day 1 - \$53.00

Day 2 - \$79.00

Day 3 or more - \$105.00

Daily rates per 24 hours or fraction thereof

B. The clean-up of leaking containers/tanks must be initiated within forty-eight (48) hours of notice from VIT.

1. Users of VIT facilities must complete the cleanup with their own materials or use an approved contractor, subject to the final inspection of the spill site by VIT Management.
2. All VIT provided services or materials required to contain a spill/leak or assist with the clean-up will be invoiced to the shipline controlling the equipment/cargo unless other payment arrangements are approved in advance by VIT. This includes the spill pad usage charge.
3. Should the leaking substance present an immediate hazardous or environmental danger, it will be VIT's option to make arrangements and correct the problem. All clean up and disposal charges will be for the account of the shipline.
4. For any leak or spill that requires the employment of a contractor that specializes in waste recovery and disposal, the cost of containment, cleanup and disposal will be billed at the rate charged to VIT plus 15%.
5. VIT will also invoice for the time required by VIT management personnel to control and recover the spill, conduct regulatory assessment and reporting, coordinate disposal, and replace materials used to contain the spill. The rate to perform these services is \$100.00 per man hour.
6. The cost of cleanup materials is billed separately and includes the cost of materials as billed to VIT plus 15%.
7. The clean-up of the spill pad or cassette is the responsibility of the party arranging clean-up. The daily spill pad charge will continue until the spill pad clean-up is completed.
8. In the event the container is on hold by U. S. Customs and Border Protection, the shipper will be required to obtain their approval to open the container for clean-up.

#### **242 SAFETY - PORT USER LIABILITY**

EFFECTIVE October 1, 2007

Parties using VIT's facilities, including without limitation stevedores, shall comply with all municipal, state and federal codes or regulations, including but not limited to those of OSHA, USCG, EPA, Department of Homeland Security (including Customs and Border Protection ("Customs")), and DOT, and will be liable for their noncompliance with same. Without limiting the generality of the foregoing, except with respect to containers leaving VIT's terminals via truck or rail interchanges conducted and controlled by VIT, all parties on or using VIT's facilities (i) have an independent duty to comply with all messages, directives, holds, and/or permits from Customs relating to the examination, lading, unloading, delivery, and release of cargo and containers, and (ii) shall not rely on VIT, its employees, agents, or information systems with respect to any such messages, directives, holds and/or permits.

#### **244 INSURANCE**

EFFECTIVE October 1, 2004

Charges published in this Schedule of Rates do not include any expense of fire, storm, or other cargo insurance covering the owner's interest in the cargo nor will such insurance be provided by VIT under its policies.

**246 SMOKING VIOLATIONS**

EFFECTIVE October 1, 1995

Smoking in the warehouses, piers, bulkheads, docks or on vessels handling flammable cargo or fueling is strictly prohibited.

**248 PROJECT OR PLANT MOVEMENT OF 200 TONS OR MORE**

EFFECTIVE October 1, 1998

On project or plant movements of 200 tons or more, from one consignor to one consignee, Loading, Unloading or Demurrage charges and Free Time specified elsewhere will not apply when shippers or consignees have made prior arrangements with VIT.

**250 CHARITABLE AND MILITARY CARGO OR VESSELS**

EFFECTIVE October 1, 1998

VIT may for charitable purposes adjust Free Time or negotiate special rates. Special arrangements may be made for the handling of military cargo or vessels by VIT.

**(I)252 VESSELS REQUIRED TO COMPLETE LOADING/DISCHARGING**

EFFECTIVE October 1, 2015

In order to alleviate current or prospective congestion, VIT may require any vessel already in berth, or about to berth, to work continuously to completion of loading/discharging at the vessel's expense. Should the continuous loading/discharging requirement be refused, when the agents and/or owners of the vessel are so requested, the vessel shall vacate the berth. Reassignment to a berth for completion of loading/discharging will be at VIT's convenience. Any vessel refusing to vacate the berth after being so notified, may be subject to removal by VIT at the vessel's risk and expense including any damage, except that caused by VIT's own negligence. VIT may assess a penalty dockage of \$1,572.00 per hour, or fraction thereof, commencing two (2) hours after notice to vacate is given, and will be assessed in addition to Dockage charges published elsewhere in this Schedule of Rates.

**(I)256 BERTH ASSIGNMENTS**

EFFECTIVE October 1, 2015

On requests for a berth, VIT will designate the particular berth at which the vessel shall dock. VIT does not guarantee to furnish docking facilities. Arrangement must be made in advance of arrival of vessel in order to assure docking facilities. If a vessel docks without requesting a berth or without approved prior arrangements, Dockage charges published elsewhere in this Schedule of Rates, plus penalty of \$1,572.00 per hour, will be assessed.

**258 MOVEMENT OF VESSELS**

EFFECTIVE October 1, 1998

Vessels moored alongside vessels which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such vessel must, at the request of VIT, temporarily move, if they, in the judgment of the operator, are blocking the ingress or egress of a vessel ready to be docked or undocked. When vessels have finished discharging or taking on cargo, their right ceases to the use of the dock, pier, or bulkhead and such vessels must, at the request of VIT, surrender the berth.

**260 FURNISHING OF BILLING INFORMATION**

EFFECTIVE March 15, 2001

Vessels, their owners or agents, shall permit VIT access to manifests, loading and discharge lists, tonnage license, rail and motor carrier freight bills or any other pertinent documents for the purpose of obtaining necessary information for correct billing of charges. Vessels, their owners or agents, are responsible for data electronically transmitted to VIT or manually updated by the vessel, their owners or agents, in VIT's Operations System.

Vessels, their owners or agents shall, within seven (7) calendar days after a vessel sails, update information on vessel discharge hold containers in VIT's Operations System. Vessels, their owners or agents shall, within seven (7) calendar days after a vessel sails, furnish VIT with tonnage/container reports on all cargo loaded and discharged as well as any other information which might be required for accurate billing of Cargo, Container, and Vessel charges.

Should vessels, their owners or agents, fail to update information in VIT's Operations System for containers listed on the Vessel Discharge Hold Report, then containers will be billed to vessel owner. Should vessels, their owners or agents, fail to submit tonnage/container reports to VIT's Billing Division, then VIT's data will be used to prepare invoices and for historical records.

For Containers Interchanged Between Water Carriers, the rules under Item 450 apply.

VIT reserves the right to audit all documents and use such audits as a basis for charges. Note Item 800 for rebilling invoices.

**262 RECEIPT OF EXPORT CARGO/CONTAINERS**

EFFECTIVE October 1, 1998

The following information in duplicate is required for acceptance of export cargo/containers by VIT:

Special Services	Measurement	Freight Forwarder
Exporter/Shipper	Identification marks	Booking number
Commodity	Exporting Carrier/Vessel	Port of discharge
Number of pieces	Hazardous certificate when required	
Weight	Party responsible for terminal charges, See Item 431 regarding weights for export containers.	

**263 RAIL TRANSPORT TO VIRGINIA INLAND PORT**

EFFECTIVE July 22, 2013

In connection with VIT's providing rail service for containers bound for the Virginia Inland Port in Front Royal, Virginia, the carrier/steamship line must provide VIT with the correct weight of all such containers. The carrier/steamship line shall use only containers in suitable condition and shall assure that the cargo does not exceed the container manufacturer's posted cargo weight limitation. The carrier/steamship line shall defend, indemnify, and hold VIT, its affiliates, officers, employees, and agents from and against all losses, claims, liability, demands, fines, penalties, suits, actions, damages, costs and reasonable attorney's fees, including without limitation those arising from personal injury or death, or damage or destruction of property, incident to or resulting from a breach of the foregoing requirements. Nothing in the foregoing shall be construed to exculpate VIT from its own negligence or to impose an obligation to indemnify or hold harmless VIT for its own negligence. This indemnity is separate from the indemnity in Item 268 of this Schedule of Rate.

## **264 RESPONSIBILITY FOR DAMAGES**

EFFECTIVE March 13, 2003

Users of the terminal property and facilities, including vehicles, common carriers, vessels, etc., their owners, agents and operators, shall be responsible for all damage resulting from the use of such property and facilities. The owner and/or VIT reserves the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the terminal property and facilities including damages to docks, piers, bulkheads, wharves, warehouses, transit sheds, cargo, containers, and their contents if loaded; equipment, rail, shop facilities, water, heat, light, etc., and hold the user or users, their vehicles, common carriers, vessels, etc., their owners, agents and operators, the stevedoring companies or any other party or parties that may be in any way considered responsible for the damages liable for payment of damages, together with all interests, costs and attorney's fees that may be incurred in the collection of the damages. The owner and/or VIT may detain any vehicle, common carrier, vessel, water craft, etc., that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees. This item is not to be construed as holding a terminal user liable for any portion of damages caused solely by VIT's negligence.

## **266 LIMITATION OF LIABILITY**

EFFECTIVE March 13, 2003

VIT, for the services performed under this Schedule of Rates, assumes no liability for loss or damage to equipment, freight, or cargo handled or transshipped through VIT, including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, terrorism or other causes. VIT in any event shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein. In no case shall VIT be liable for a sum in excess of \$500.00 per package or non-packaged objects unless the shipper, consignee, trucker, railroad, or other inland carrier, or their representatives, prior to the commencement of such services or use of such facilities, declares a higher value and pays to VIT, in addition to the other charges for such services as herein set forth, a premium computed at one percent (1%) of the declared value of each package or non-packaged object and in such event VIT shall be liable for the full declared value of each such package or non-packaged object for damage resulting from its failure to exercise due and proper care in performing the services or affording the facilities provided for herein. The word "package" shall include any van, container or other form of cargo unitization.

Open Piers. Acceptance for use of an open pier by a stevedore, vessel charterer or owner, or receiver of goods, is a recognition of an implied fact that cargo landed on such dock is at the risk and expense of the cargo owner.

VIT will not be responsible for damage sustained or caused by containers or cargo because of weather conditions, including but not limited to wind or flooding. VIT accepts no responsibility for loss sustained by containers or cargo remaining in the pier area or in the stacks at any time. VIT accepts no responsibility for injuries or death, damages or delays caused by cargo handling equipment, including but not limited to cranes, portainers, straddle carriers or hustlers and/or the operators of said equipment where the equipment is leased by VIT to a vessel owner or operator or their agent/stevedore and the equipment is in the custody and control or supervision of the said vessel owner or operator or its agent/stevedore.

This item is not to be construed as holding a terminal user liable for any portion of damages caused solely by VIT's negligence.

VIT shall not, under any circumstances, be liable for damage or injury caused to terminal users or the property of terminal users as a result of direct or indirect acts of terrorism.



## 267 CONTAINERS AND BREAKBULK CARGO CONTAINING HAZARDOUS MATERIAL

EFFECTIVE October 1, 2006

(a) It will be the responsibility of all carriers using the facilities of Virginia International Terminals, LLC to ensure that containers and breakbulk cargo received at the facilities of Virginia International Terminals, LLC containing hazardous materials including but not limited to chemical, bacteriological, biological or radiological hazardous material, are packaged, marked, placarded, handled, and shipped in strict compliance with international and United States hazardous material transportation treaties, laws and regulations, including but not limited to the Hazardous Material Transportation Act (49 U.S.C. sec. 5103) and the Department of Transportation Hazardous Material Transportation Regulations (49 CFR Parts 100-185), collectively referred to in this Tariff as "Hazardous Materials Laws" and the Maritime Transportation Security Act of 2002 and regulations published in accordance therewith.

(b) If cargo or cargo containers received at the facilities of Virginia International Terminals, LLC contains hazardous materials which do not comply in any respect with such Hazardous Materials Laws, and which result in personal injury, death or damage to the personnel or property of Virginia International Terminals, LLC or other users of Virginia International Terminals, LLC, the carrier, its owners and operators and the cargo and its shippers/owners shall be liable and will defend and hold harmless Virginia International Terminals from any and all damages, costs of defense and expenses associated therewith.

(c) If vessels, cargo or containers containing hazardous materials not in compliance with the laws referenced above result in or cause damage, death, personal injury, pollution, natural resource damages, environmental damage and/or violations of Federal, State, or Local Law the carrier, its owner(s) and operators and the cargo and its shippers/owners shall be liable for, defend, and hold harmless Virginia International Terminals, LLC from any and all:

- (i) fines or penalties,
- (ii) actual or statutory damages;
- (iii) removal, response or remediation costs, testing costs, engineering and consultant costs, and
- (iv) legal and litigation costs

*Hazardous material* means a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in part 173 of subchapter C of this chapter.

*Hazardous substance* for the purposes of this subchapter, means a material, including its mixtures and solutions, that-

- (1) Is listed in the Appendix A to §172.101 of this subchapter;
- (2) Is in a quantity, in one package, which equals or exceeds the reportable quantity (RQ) listed in the Appendix A to §172.101 of this subchapter; and
- (3) When in a mixture or solution-
  - (i) For radionuclides, conforms to paragraph 7 of the Appendix A to §172.101.

(ii) For other than radionuclides, is in a concentration by weight which equals or exceeds the concentration corresponding to the RQ of the material, as shown in the following table:

RQ pounds(kilograms)	Concentration by weight	
	Percent	PPM
5000 (2270)	10	100,000
1000 (454)	2	20,000
100 (45.4)	0.2	2,000
10 (4.54)	0.02	200
1 (0.454)	0.002	20

The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance in Appendix A to §172.101 of this subchapter, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

Note: Also, see Item 239-Discharging of Oils, Noxious Liquid Substances and Garbage

#### **268 TERMINALS HELD HARMLESS**

EFFECTIVE July 22, 2013

Each vessel, carrier, stevedore, shipper, consignee, beneficial cargo owner, contractor, railroad, trucker, and all other users of the terminal facilities, jointly and severally, agree to defend, indemnify and save harmless VIT, its affiliates, officers, employees, and agents from and against all losses, claims, liability, demands, fines, penalties, suits, actions, damages, costs and reasonable attorney's fees, including without limitation those arising from personal injury or death, or damage or destruction of property, incident to or resulting from (i) operations on the terminals and/or the use of the terminals' equipment and facilities by such user, its employees, agents, or contractors, (ii) breach of, or failure to comply with, this Schedule of Rates by such user, its employees, agents, or contractors, and/or (iii) incorrect information being provided by such user, its employees, agents, or contractors in connection with cargo or containers handled on the terminals, such as without limitation, incorrect weights.

Notwithstanding the foregoing, however, nothing in this Tariff shall be construed to exculpate or relieve VIT from liability for its own negligence, or impose upon others the obligation to indemnify or hold-harmless VIT from liability for its own negligence.

#### **270 NOTIFICATION OF LOSS OR DAMAGE**

EFFECTIVE March 13, 2003

Claims for loss or damage must be submitted in writing to VIT immediately upon discovery, and in no event more than thirty days from occurrence. Lack of timely notification shall be cause for denial. In any event, VIT shall be discharged from all liability for loss or damage unless suit is brought within one year from occurrence.

#### **272 ACCEPTANCE OF CARGO OR COMMODITY FOR HANDLING OR STORAGE; RESPONSIBILITY FOR CONSEQUENTIAL DAMAGE AND INFESTATION**

EFFECTIVE November 1, 1996

When any cargo or commodity is accepted for handling or storage, it is understood and agreed that any and all losses, damage, or costs of fumigation, incurred by VIT attributable to or because of infestation or inherent vice of the cargo or commodity in question, shall be for the account of the beneficial owner of the cargo or commodity.

**(I)274 STRIKES, LABOR DISPUTES**

EFFECTIVE October 1, 2015

In the event of a strike or other labor disturbances involving a vessel at berth or one waiting for berth (whether it involves the vessel's crew or otherwise) which will, in the sole judgment of VIT, interfere with, disturb, or impede operations of the terminal, VIT may cancel such vessel's right to take berth or refuse to accept her at the berth, and in the event such vessel has taken berth, VIT may order such vessel out of berth. Should any vessel berth or interfere with other vessels' ingress to or egress from the berth after being informed of the inability of VIT to accept the vessel, or should the vessel refuse to vacate after being berthed, said vessel, her owners, agents and operators shall be liable for damages as hereinafter set forth.

Should any vessel fail or refuse to move or to vacate the berth when ordered to do so, a charge of \$1,572.00 per hour after notice has been given the vessel, her owners, operators, agents, master or mate will be assessed as damages. It is understood, however, and the parties agree, that this amount represents a minimum estimate of the damages to VIT because of the failure or refusal of the vessel to move or to vacate the berth, and that this charge shall not constitute a waiver by VIT to assess and collect the greater actual damages plus all interest, costs and attorneys' fees as VIT may sustain as the result of the vessel's failure or refusal to move or to vacate the berth.

Furthermore, the failure or refusal of the vessel to move or to vacate the berth shall constitute a trespass entitling the owner and/or VIT to compel removal of the vessel from the area in which she may be then located or from the berth and the vessel, her owners, agents, and operators shall be liable for all damages together with interest, costs and attorneys' fees that may be incurred in having the vessel removed.

**276 LIEN ON GENERAL ORDER MERCHANDISE**

EFFECTIVE October 1, 1998

VIT will place a lien on cargo which is ordered by United States Customs to be placed into a General Order warehouse. Any and all terminal costs incurred in connection with the cargo shall constitute the amount of the lien.

**277 DAMAGED CARGO**

EFFECTIVE October 1, 2001

In the event a vessel operator/owner or its representative requests that VIT move damaged containers or cargo, the vessel operator shall submit a written request to VIT describing the cargo or container it wishes VIT to move and stating that the party requesting the move agrees to accept any and all responsibility for the costs of the move and any and all damage that results from said movement and the cost of subsequent storage of the container or cargo pending repair or transshipment.

**(I)278 DAMAGED, ABANDONED OR UNIDENTIFIED EQUIPMENT DISPOSITION**

EFFECTIVE October 1, 2015

VIT will not permit storage of damaged, abandoned, misdelivered, or unidentified equipment on the facility. The steamship line shall be notified that they have:

(a) Damaged Empty Containers

1. By notification via interchange (TIR), Ocean Carriers have fifteen (15) calendar days free time in order to repair or remove a damaged empty container from terminal.
2. After 45 days all damaged containers will be moved from the terminal by VIT to an off terminal vendor(s) yard and a charge of \$305.00 invoiced to the Ocean Carrier. Off terminal yard vendor(s) will invoice shipline directly for off terminal yard services.
3. Damaged containers on wheels will be stacked in a designated area after ten (10) calendar days. All rehandlings required to place container to/from the stack will be invoiced in accordance with SOR Item 465-6(2)

(b) All Other Equipment

1. By written notification, from VIT, shiplines, tenants and vendors have forty-five (45) calendar days to repair or remove damaged equipment not covered above in paragraph (a) from the terminal.
2. After 45 days storage, damaged equipment will be moved from the terminal by VIT at the rate of \$305.00 to an off terminal vendor(s) yard and invoiced to the owner of the equipment by said Vendor for their services.

**(C)279 FOREST PRODUCTS**

Please contact VIT at [vitrates@vit.org](mailto:vitrates@vit.org) for rates, charges, demurrage, free time and other services on forest products.

## 280 METRIC CONVERSION TABLE

EFFECTIVE October 1, 1998

The following table is published for convenience and as a guide for measurement conversion when necessary.

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement Tons (40 cu.ft.)	Measurement Tons by 1.133
Measurement Tons (40 cu.ft.)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBM's (Ft. B.M. in thousands)	MFBM's by 2.36
MFBM's (Ft. B.M. in thousands)	Cubic Meters	Cubic Meters by 0.424

### Metric Equivalents

- 1 Kilo - 2.2046 Pounds
- 1 Metric Ton - 1,000 Kilos
- 1 Pound - 0.4536 Kilos
- 1 CWT (US - 100 Pounds) - 45.359 Kilos or 0.04536 Metric Tons
- 1 CWT (British - 112 Pounds) - 50.802 Kilos or 0.0508 Metric Tons
- 1 Bushel Grain (US) - 60 Pounds - 27.216 Kilos
- 1 Cubic Meter - 35.315 Cubic Feet
- 1 Cubic Foot - 0.0283 Cubic Meters
- 1,000 Ft. B.M. - 83.33 Cubic Feet
- 1 Cubic Meter - 423.792 Ft. B.M.
- 1 Barrel (US - 42 Gallons) - 158.987 Liters
- 1 Meter - 39.37 Inches
- 12 Inches - 30.48 Centimeters

SECTION III  
DOCKAGE, WHARFAGE, EQUIPMENT RENTAL,  
MISCELLANEOUS VESSEL RULES  
AND CHARGES

**(I)300 DOCKAGE CHARGES** (Notes 1, 2, 3, 4)

EFFECTIVE October 1, 2015

		Per Lineal Foot
B. Vessels	0 to 600'	10.97
	601' and greater	11.74
C. Barges		7.37
F. Lay Berth (Note 5)		
(1) Vessels		3.51
Minimum charge	per vessel per period	677.20
(2) Barges	per barge per period	677.20

Note 1 - Unless otherwise shown, all billing will be based on twenty-four (24) hour period or fraction thereof.

Note 2 - Dockage will be assessed to the vessel on overall length published in the current "Lloyds Register of Ships." If length is not shown in this publication, the length shown in the vessel's Certificate of Registry will be accepted.

Note 3 - The period of time for which Dockage charges shall be assessed against a vessel shall commence when such vessel is made fast to the pier or dock and continue until such vessel has vacated the berth.

Note 4 - After the second full 24-hour period of dockage assessment, any period of berth occupancy of twelve hours or less will be billed at one-half of that day's rate.

Note 5 - Lay berths in excess of two (2) days can be arranged with VIT.

**(I)305 CANCELLATION OF PIER DOCKING**

EFFECTIVE October 1, 2015

When it is desired to cancel or postpone pier docking, advance notice of twenty-four (24) hours shall be given to VIT to preclude any loss of Dockage charges. Otherwise, VIT will bill against the Master, vessel, ship owners or agents, a Dockage charge of \$305.50, and will use the pier for other purposes.

**(I)310 LINE HANDLING**

EFFECTIVE October 1, 2015

	Each Movement		Additional Standby Time	
	Straight Time	Overtime	Straight Time	Overtime
Vessels not otherwise shown	888.70	990.85	444.35	500.70
Passenger vessels, vessels 600' and over, and vessels shifting	1,128.55	1,333.05	564.10	657.75

Above rates include two (2) hours standby time. Additional standby time will be assessed at additional standby time hourly rates shown above.

**311 LINE HANDLING - RESTRICTED HOLIDAYS**

EFFECTIVE October 1, 2001

Differential on double the Straight Time rate will apply per man hour which will be in addition to the Line Handling charges published in Item 310.

**(I)315 WHARFAGE CHARGES (Note 1 and 2)**

EFFECTIVE October 1, 2015

A. Cargo not otherwise shown.	per 2000 pounds	4.67
B. Loaded ISO Containers. (Note 1)	per 2000 pounds	4.36
C. Breakbulk cargo interchanged between water carriers or direct discharge/load of breakbulk cargo to/from water and not handled over piers, wharves or bulkheads of terminal.	per 2000 pounds	3.19
E. Self-propelled automobiles and trucks on wheels, unboxed, not exceeding 5000 pounds per vehicle.	per vehicle	5.95
F. Transshipped containers, loaded or empty, interchanged between water carriers and handled over piers, wharves or bulkheads of terminal. See Item 450 for charges.		
H. Loaded ISO containers, not loaded to or discharged from vessel.	per container	62.10

Note 1 - Charge to be based on weight of cargo only. Tare weight of container is excluded. Wharfage charges are for the account of the ocean carrier or agent.

Note 2 - Failure to submit billing information within seven (7) calendar days as required by this Schedule of Rates will result in withdrawal of credit privileges and issuance of a final invoice for Wharfage will be based on the net registered tonnage of the vessel according to Lloyd's Register of Shipping.

**320 EQUIPMENT RENTAL GENERAL CONDITIONS**

EFFECTIVE October 1, 2001

Parties renting equipment agree to operate it within its rated capacity.

**(I)325 EQUIPMENT RENTAL CHARGES (Notes)**

EFFECTIVE October 1, 2015

	Terminal	Per hour or fraction thereof	Minimum Billing	Notes
Container Cranes	NIT, PMT, NNMT, VIG	1,144.25	1 hour	1,2,3,4,5,7
Other than container operation	NIT, PMT, NNMT, VIG	1,144.25	1 hour	1,3,4,5,6
Container/Breakbulk Handling Equipment	NIT, PMT, NNMT, VIG	225.10	1 hour	1,3,4,5,6
Gantry Crane, 110 ton capacity	PMT	1,144.25	1 hour	1,3,4,5,6

Note 1 - Rates do not include operators (See Note 5).

Note 2 - Operators will be available 1/2 hour prior to vessel starting time upon request at no additional cost.

Note 3 - Billing for crane time will be computed as follows: Total time for crane billing will be calculated beginning with the time crane is ordered until dismissed with boom in upright position. Total time for container handling equipment billing will be calculated beginning with the time container handling equipment is ordered until dismissed. For container operations, billing increment shall not be less than 1/2 hour.

Note 4 - Equipment rental and labor charges for time delays due to non-arrival of vessel shall be calculated and billed at (i) 25% of the applicable equipment rental and (ii) 100% of the prevailing labor rate (including without limitation taxes, benefits, and other costs). Labor charges for time delays due to inclement weather shall be calculated and billed at 100% of the prevailing labor rate (including without limitation taxes, benefits, and other costs). Time delays caused by mechanical failures of VIT's equipment shall be calculated and no charges will be billed for this time.

Note 5 - VIT will charge the prevailing labor rate (including without limitation taxes, benefits, and other costs) in conjunction with the minimum hourly guarantee required by the International Longshoremen's Association contract for equipment operators.

Note 6 - Individual lifts over 80,000 lbs., excluding ISO container and machinery, as specifically described in Item 560, are subject to the following charges in addition to the hourly rates specified above. If more than one lift is made during the same period of use of the same necessary equipment, the heaviest piece will be assessed charges based on the chart shown below and other lifts will be assessed charges based on one-half of the charges on the chart.

	Per 2,000 lbs.
80,001 to 140,000 lbs.	5.54
140,001 to 200,000 lbs.	7.36
200,001 to 250,000 lbs.	18.37
250,001 to 300,000 lbs.	23.88
300,001 to 350,000 lbs.	29.41
350,001 to 400,000 lbs.	34.90

Note 7 - Arrangements for labor and scheduling for Dual Hoist operation must be made with VIT prior to vessel working.



**(I) 330 VESSEL OVERTIME CHARGES**

EFFECTIVE October 1, 2015

Vessels working overtime hours will be assessed \$292.40 per hour, or any fraction thereof. Saturday, Sundays, and holidays are subject to a minimum of four (4) hours. Meal hours for the delivery clerks will be billed in addition at either the overtime rate or the premium meal hour rate as appropriate (See Item 805).

Note 1 - Delivery clerks will work through a meal hour only at the request of the steamship line, or their agent.

Note 2 - Upon completion of a vessel working, if a delivery clerk is required to receipt for cargo (signing up) during an overtime period, billing will be at the overtime rate or the premium meal hour rate as appropriate. (See Item 805).

Note 3 - Late start - if vessel does not start work until after call time, the billing period will begin at the normal starting time originally established by the agent.

**(I)335 FRESH WATER**

EFFECTIVE October 1, 2015

VIT will furnish FRESH WATER to vessels at the following rates:

16.97 per 1000 gallons during regular hours.
18.26 per 1000 gallons during other than regular hours.

Subject to minimum of \$199.15 if watering is commenced and completed during regular hours. For service rendered at other than regular hours, the minimum will be \$658.40 except on weekends or holidays when the minimum will be \$908.15

SECTION IV  
CONTAINER RULES, CHARGES  
AND  
DEFINITIONS

**400 CONTAINER**

EFFECTIVE October 1, 1999

1. The term CONTAINER as used in this section refers to the so-called "Standard 20-foot, 35-foot, 40-foot or 45-foot Seagoing Container," having approximately the following basic dimensions with any height:

	20-foot	35-foot	40-foot	45-foot
Overall Length	19' 10-1/2"	35' 0"	40' 0"	45' 0"
Overall Width	8' 0"	8' 0"	8' 0"	8' 0"

2. A container, when used for the transport of dry, liquid or refrigerated cargo, may be of metal, fiberglass, plastic or wooden construction; however, the container must confine and protect its contents from loss or damage from the elements and must be susceptible to being handled in transit as a unit.

3. For the purpose of this Schedule of Rates, a trailer on wheels which moves onto or off of a vessel by means of a ramp, shall be deemed to be a container; also flats measuring 10', 15' and 20' x 8' not requiring inside storage.

4. The so-called "vans" used in connection with the shipments of household goods are not included within this definition and they are not subject to the rules, regulations and charges as shown in this section of the Schedule of Rates.

**402 TRAILER INTERCHANGE RECEIPT (TIR) CUSTODY**

EFFECTIVE January 1, 2013

- VIT will not retain a paper copy of the computer printed Trailer Interchange Receipt (TIR).
- NIT,PMT, and NNMT – Copies of TIR's can be reprinted from the VIT web site at [www.vit.org](http://www.vit.org)

VIG – Copies of TIR's are provided via email. Send email request to Tickets@apmtva.com putting the unit number in subject line.

**405 MARSHALLING YARD**

EFFECTIVE October 1, 1994

The term MARSHALLING YARD refers to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) on the one hand, and the ocean or water carrier (or its authorized agent) on the other, through the controlled medium of VIT.

**410 OPEN STORAGE AND/OR PARKING AREA**

EFFECTIVE October 1, 1994

The term OPEN AND/OR PARKING AREA refers to the designated open storage or parking area on the terminal where Loaded or Empty Containers, when on own wheels or bogies or frames or chassis (furnished by vessel owner or agent) may be held in custody of VIT on instructions by the owner or agent of said container.

#### **411 WEIGHING OF EXPORT CONTAINERS**

EFFECTIVE July 8, 2016

“VGM” means “verified gross mass” required by SOLAS Regulation VI/2.

1. When a container arrives at a terminal by truck, the gross weight of the truck power unit (“tractor”), container, and intermodal chassis may be obtained using scales calibrated in accordance with any applicable state requirements. When a CONTAINER arrives at a terminal by rail, the CONTAINER is loaded onto a chassis or trailer, and the gross weight of the truck power unit (“tractor”), container, and chassis/trailer may be obtained using scales calibrated in accordance with any applicable state requirements.

2. VIT will calculate the actual gross weight of the container by subtracting the chassis/trailer weight and truck weight from the gross weight obtained via the method described above. The chassis/trailer weight and truck weight may be derived from (i) standard, average weights for the tractor and chassis; (ii) weights previously registered in the terminal system; (iii) weights provided at the gate by the truck driver; or (iv) weights stenciled or placarded on the equipment.

3. VIT will make the actual gross weight available electronically directly to the vessel operator.

4. The vessel operator shall send the verified gross mass of the CONTAINER to VIT electronically at least twenty-four (24) hours prior to the loading of the CONTAINER on the vessel. If VIT does not receive the VGM from the vessel operator within the required time, then the CONTAINER may not be loaded, and the ocean carrier shall be liable to VIT for demurrage (Item 461) with no free time (Item 456), roll, rehandling (Item 465), and other applicable charges.

5. Pursuant to the U.S. Coast Guard’s Maritime Safety Information Bulletin (“MSIB”) 009/16, the vessel operator may use the weight provided by VIT as the equivalent of VGM to comply with SOLAS Regulation VI/2. The weight transmitted to VIT by the vessel operator is transmitted on behalf of the shipper as the VGM. Neither the shipper nor VIT shall sign any document or electronic message accompanying the weight sent from the vessel operator to VIT.

6. VIT’s confirmation of the loading event to the ocean carrier(s) shall refer to the VGM provided to VIT by the vessel operator. VIT is not responsible for the weight received as the VGM or for the use by the vessel’s third-party stevedore of a weight other than the VGM for the vessel’s load plan.

7. The vessel operator should contact VIT’s Customer Service at **1-757-440-7160** or email at **POVCustomerService@vit.org** for instructions for the electronic data interchange of weight information described above.

#### **415 WHEELED CONTAINER**

EFFECTIVE October 1, 1994

The term WHEELED CONTAINER refers to a container, loaded or empty, on own wheels, bogies, frames, chassis or flatbed trailer, furnished by owner or agent.

#### **420 RECEIVING/DELIVERING CHASSIS, FRAMES OR BOGIES**

EFFECTIVE October 1, 1994

The term RECEIVING/DELIVERING CHASSIS, FRAMES OR BOGIES refers to receiving from or delivering to an inland carrier. Prior arrangements must be made with VIT for this service which includes necessary clerical work to perform the interchange.

#### **425 REHANDLING CONTAINER**

EFFECTIVE March 13, 2003

##### **A. On Own Wheels**

The term REHANDLING CONTAINER ON OWN WHEELS refers to the moving or towing with a terminal tractor (“hustler”) and operator of

a container on its own chassis and wheels (same to be furnished by owner or agent), between "Point of Rest" and designated point on the terminal.

#### B. Into/From Stack

The term REHANDLING CONTAINER INTO/FROM STACK refers to the placing of a container in the stack or removing a container from the stack to its own chassis, frame, bogie or wheels with terminal labor and equipment. These operations are in addition to the original move provided for in the initial Container Receiving charge.

#### C. Chassis Change

Once a wheeled container is received by VIT at a place of rest, any subsequent change of the container to other wheels, including flatbeds, will be performed by request only, and charges per Item 465 will apply.

### **426 REHANDLING BARE CHASSIS ON WHEELS**

EFFECTIVE October 1, 1994

The term REHANDLING BARE CHASSIS ON WHEELS refers to the moving or towing with a terminal tractor or operator of a bare chassis on wheels (same to be furnished by owner or agent) between "Point of Rest" and designated point on the terminal.

### **430 RECEIVING CONTAINER - GROUNDED OR STACKED OPERATION**

EFFECTIVE October 1, 1994

The term RECEIVING CONTAINER - GROUNDED OR STACKED OPERATION refers to physical acceptance of a container by VIT from the inland carrier, so as to facilitate physical exchange of the container at "Point of Rest" with a water carrier. Likewise, VIT will physically accept a container at "Point of Rest" from a water carrier to facilitate physical exchange with an inland carrier.

Containers will be handled in the following manner:

1. A wheeled container moved into position in the Marshalling Yard by the inland motor or rail carrier (or its contractual agent) will be removed from its wheels, bogies, chassis, frame, or flatbed trailer by VIT with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by VIT in the Marshalling Yard at a "Point of Rest" awaiting movement to the vessel. When requested VIT will inform the vessel and/or (its agent) as to the exact location of the container. The vessel and/or (its agent) will in turn remove the container from the "Point of Rest" in the Marshalling Yard and transport the container to the vessel.
2. A container without wheels will be received by VIT from the vessel and/or (its agent) at a "Point of Rest" in the Marshalling Yard for delivery to an inland motor or rail carrier (or its agent). The vessel and/or (its agent) will ground or stack the container in the Marshalling Yard at a "Point of Rest" designated by VIT. When so requested by the inland motor or rail carrier (or its agent), VIT, with its labor and mechanical equipment, will remove the container from "Point of Rest" and place the container on wheels, bogies, chassis, frames, or flatbed trailer for delivery to the inland motor or rail carrier (or its contractual agent).
3. VIT will exercise control over the container the entire time that the container is in the Marshalling Yard.
4. VIT will perform the necessary clerical work to effect physical exchange of the container between the motor carrier or rail carrier (or its agent) or water carrier and VIT. Not included is any repair to the container or its equipment.
5. VIT will weigh loaded export containers as provided in this SOR.

### **435 RECEIVING CONTAINER - WHEELED OPERATION**

EFFECTIVE October 1, 1994

The term RECEIVING CONTAINER - WHEELED OPERATION refers to acceptance of a wheeled container, empty or loaded, by VIT in an "Open Storage or Parking Area" from the inland carrier, so as to facilitate physical exchange of the wheeled container with a water carrier. Likewise, VIT will accept a wheeled container in an "Open Storage or Parking Area" from a water carrier to facilitate physical exchange with an inland carrier.

Containers will be handled in the following manner:

1. VIT will designate and provide the necessary "Open Storage or Parking Area" on which to park the wheeled container.
2. VIT will perform the necessary clerical work to effect physical exchange of the wheeled container between the motor carrier or rail carrier (or its agent) or water carrier and VIT. Not included is any repair to the container or its equipment.
3. VIT will weigh loaded export containers as provided in this SOR.
4. Unless prior arrangements are made with VIT, the terminal will not use its tractors, mechanical equipment, or personnel to dray or move wheeled containers to/from or within the "Open Storage or Parking Area."

### **(I/C)436 DUAL RECEIVING CONTAINER CHARGES**

EFFECTIVE April 21, 2016

"DUAL RECEIVING" means a container is received by the terminal from an inland carrier (truck or rail) and the container departs by truck or rail rather than departing via a water carrier. VIT will assess the following charges in dual receiving situations:

1. If an empty container arrives by rail and departs by rail, then the rail operator shall be charged two (2) rail ramp charges (Item 499).
2. If a loaded container arrives by rail and departs by rail, then the rail operator shall be charged two (2) rail ramp charges (Item 499), and the steamship line shall be charged two (2) Receiving/Delivery Container charges in addition to wharfage and M&R inspection charges (Items 445, 315-H & 465-9).
3. If an empty container arrives by rail and departs by gate, then the rail operator shall be charged one (1) rail ramp charge (Item 499), unless the container arrived from the VIP, in which case there shall be no charge.
4. If a loaded container arrives by rail and departs by gate, then the rail operator shall be charged one (1) rail ramp charge (Item 499), and the steamship line shall be charged two (2) Receiving/Delivery Container charges in addition to wharfage and M&R inspection charges (Items 445, 315-H & 465-9).
5. If an empty container arrives by gate and departs by rail, then the rail operator shall be charged one (1) rail ramp charge (Item

499).

6. If a loaded container arrives by gate and departs by gate, then the steamship line shall be charged two (2) Receiving/Delivery Container charges in addition to wharfage and M&R inspection charges (Items 445, 315-H & 465-9).
7. If a loaded container arrives by gate and departs by rail, then the steamship line shall be charged two (2) Receiving/Delivery Container charges in addition to wharfage and M&R inspection charges (Items 445, 315-H & 465-9), and the rail operator shall be charged one (1) rail ramp charge (Item 499).
8. If a loaded container which arrived by truck or rail departs by gate for the purpose of a mandatory governmental inspection, the steamship line shall be charged two (2) Receiving/Delivery Container charges in addition to wharfage and M&R inspection charges (Items 445, 315-H & 465-9).

These charges shall not apply to gate moves performed for VIT's convenience.

No free-time (Item 456) shall be allowed for containers in DUAL RECEIVING situations.

These charges are in addition to other applicable charges in this Schedule of Rates that may apply, such as without limitation security surcharges, empty storage charges, and demurrage.

**440 RECEIVING CONTAINER CHARGES - EXPEDITED HANDLING**

EFFECTIVE October 1, 1998

If in the interest of efficient operations a container cannot be carried to the "point of rest" or to the "open storage or parking area", the applicable Receiving charge will be assessed in any event. Prior approval is not required to allow a container to bypass "point of rest" and "open storage or parking area" to permit expedited handling.

**(I)445 RECEIVING CONTAINER CHARGES**

EFFECTIVE October 1, 2015

Wheeled, grounded, or stacked operation	107.15
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(Applicable under conditions described in Items 430 and 435)

**(I)450 CONTAINERS INTERCHANGED BETWEEN WATER CARRIERS (Notes 1 through 5)**

EFFECTIVE October 1, 2015

Loaded and empty containers interchanged between water carriers and moved over piers, wharves or bulkheads within ten (10) days (Note 1) will be assessed \$59.45 per container against the inbound water carrier (Note 2). This charge will apply if the container is received and delivered by the same VIT operated terminal and upon 24 hour prior notification to VIT (Note 3).

Note 1 - Containers departing a water carrier after ten (10) days will be assessed \$47.70 per container against the outbound carrier.

Note 2 - Should a steamship line have multiple services at the same VIT operated terminal, the steamship line's rate will be assessed

upon departure.

Note 3 - If VIT does not receive notification, electronically transmitted or manually updated in VIT's Operations System, then the normal Receiving Container charge (Item 445) will apply.

Note 4 - Containers departing gate/rail will be assessed \$47.70 at time of departure.

Note 5 - If point of rest changes, charges according to Item 465-6 will apply.

**(D) 451**

**452 CONTAINERS INTERCHANGED BETWEEN STEAMSHIP LINES ON TERMINAL**

EFFECTIVE October 1, 1998

When a container is on terminal and the booking is changed to another vessel and ocean carrier, an additional Handling charge will be billed to the ocean carrier ultimately taking the cargo. A Receiving charge will be assessed.

**(I) 454 EMPTY RAIL CONTAINERS WITH NO ASSOCIATED VESSEL LIFT**

EFFECTIVE October 1, 2015

Empty containers received or delivered to rail carrier with no associated vessel lift.

131.60	per container
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This charge does not include any other charge stated in this Schedule of Rates.

**455 FREE TIME**

Deleted effective January 1, 2006

**456 FREE TIME - CONTAINER**

EFFECTIVE May 1, 2014

**EXPORTS**

NON-REFRIGERATED GATE/RAIL TO VESSEL AT A VIT MARINE TERMINAL (VIG, NIT, NNMT, PMT) – Ten (10) consecutive days FREE TIME beginning with the first 8:00 A.M. after placement on the terminal and ending with the vessel sail date. If the vessel sails between the hours of 12:00 A.M. and 3:00 A.M., the end date will be the prior day.

NON-REFRIGERATED TRANSSHIPPED CONTAINERS – Ten (10) consecutive days FREE TIME beginning with the first 8:00 A.M. after the inbound vessel sail date and ending with the outbound vessel sail date. If the outbound vessel sails between the hours of 12:00 A.M. and 3:00 A.M., the end date will be the prior day.

REFRIGERATED CONTAINERS – Five (5) consecutive days FREE TIME beginning with the first 8:00 A.M. after placement on the terminal and ending with the vessel sail date. If the vessel sails between the hours of 12:00 A.M. and 3:00 A.M., the end date will be the prior day.

No free-time shall be allowed for containers in DUAL RECEIVING situations (Item 436).

**IMPORTS AND ALL OTHER CONTAINERS**

NON-REFRIGERATED CONTAINERS – Seven (7) consecutive days FREE TIME beginning with the first 8:00 A.M. after the inbound vessel sail date and ending upon departure of the container from the terminal.

REFRIGERATED CONTAINERS – Five (5) consecutive days FREE TIME beginning with the first 8:00 A.M. after the inbound vessel sail date and ending upon departure of the container from the terminal.

Import coffee shipments in containers-Seven (7) consecutive days FREE TIME beginning with the first 8:00 A.M. after the inbound vessel sail date and ending upon departure of the container from the terminal.

FREE TIME applies only to the steamship line. Demurrage charge (Item 461) will apply upon expiration of FREE TIME.

No free-time shall be allowed for containers in DUAL RECEIVING situations (Item 436).



**(I) 460 STORAGE ON EMPTY CONTAINERS** (Notes 1 through 2)

Effective February 15, 2016

Empty containers dwelling on VIT container facilities (Note 1) will be assessed an empty container storage charge. The charge is applicable for each empty container in excess of the cumulative allowable benchmark.

Daily Storage Charge - \$2.50 per container, per day

The allowable benchmark and storage charge for each steamship line is determined by the following calculation:

Cumulative Allowable Benchmark

The daily weekday average (Monday-Friday) of out gate truck empties at the VIT container facilities (Note1) for the previous calendar quarter multiplied by 10 days.

Storage Charge (See Note 2)

A cumulative empty container inventory will be determined daily which will include all empty containers dwelling on the facilities. For each calendar day, and for every empty container in excess of the allowable benchmark, the storage charge will be assessed. Storage charge on the daily empty container inventory over the allowable benchmark will accrue daily. VIT will invoice storage charges on a calendar month basis.

Note 1 – VIT operated facilities include Norfolk International Terminals (NIT), Virginia International Gateway (VIG), Portsmouth Marine Terminal, Pinnars Point Empty Container Yard (PY), and Sewells Point Empty Container Yard (NY).

Note 2 - For purposes of this item the term container, refers to the definition of container in Item 400 – CONTAINER.

**(I)461 TERMINAL DEMURRAGE CHARGE – LOADED CONTAINER**

EFFECTIVE October 1, 2015

**Non-Refrigerated Containers exceeding free time will be assessed demurrage charges as follows:**

Days one (1) through three (3) - \$16.00 per TEU, per day, for the account of the steamship line.

Days four (4) through seven (7) - \$26.00 per TEU, per day, for the account of the steamship line.

Days eight (8) and greater - \$37.00 per TEU, per day, for the account of the steamship line.

**Refrigerated Containers exceeding free time will be assessed demurrage charges as follows:**

Days one (1) through four (4) - \$78.00 per day, per container, for the account of the steamship line.

Days five (5) and greater - \$155.00 per day, per container, for the account of the steamship line.

**462 CHASSIS**

EFFECTIVE January 1, 2006

**1. NON HRCPII CHASSIS**

After five (5) days notification, bare chassis will be removed from the terminal by VIT. Bundling, drayage, and the off terminal inbound interchange will be charged for the steamship line (container rules), by VIT. All off terminal charges are for the account of the steamship line and billed by the provider.

**2. HRCPII CHASSIS**

After proper notification by the pool operator, bare chassis which fail to meet the established criteria for utilization will be removed from the terminal. Bundling, drayage, and the off terminal inbound interchange will be charged to the Hampton Roads Chassis Pool II, by VIT. All off terminal charges are for the account of the steamship line and billed by the provider.

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**(I)463 STORAGE OF EQUIPMENT UPON BANKRUPTCY**

EFFECTIVE October 1, 2015

Equipment including but not limited to a container or a chassis remaining on the terminal 30 days after its owner or lessee has ceased operations due to bankruptcy or has gone out of business will be charged a Storage charge on equipment. A charge of \$39.12 per unit, per day will be assessed against the equipment from the date of the ceased operations and must be paid prior to release of the equipment. The amount due will be from the party requesting the release of the equipment.

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**464 ROLL CHARGE**

Deleted effective June 1, 2006

**(I) 465 MISCELLANEOUS SERVICES AND CHARGES**

EFFECTIVE October 1, 2015

1. Receiving Chassis, Frames, Bogies, or Bolsters	per chassis, frame, bogie, or bolster	21.00
2. Weighing - Containers on Wheels (Does not include handling)	per weighing	29.00
3. Applying Placarding/Sealing When required by any government agency, steamship line, or others requesting the service, VIT will provide, prepare and affix placards and/or seal container	per placard	25.95
	per seal	13.45
4. Rail M & R Services		
A. Remove Placards	per container	38.45
B. Apply Tape Patch	per patch	11.15
VIG - Placard removal from container at time of receipt of container at gate.	per placard	38.45
5. (A) Electrical Service to Refrigerated Container	Per 24 hours or fraction thereof per container	50.80
(B) Temperature Monitoring of Refrigerated Containers If requested, VIT will provide temperature monitoring service on the "Special Services" basis published in Item 805.		
(C) Connect and Disconnect Refrigerated Containers	includes both connect and disconnect	62.30
6. Rehandling Containers, Bare Chassis and Terminal Equipment (A) Rehandling containers		
1. On own wheels	each operation	53.60
2. Into/from stack	each operation	107.15
(B) Rehandling bare chassis/terminal equipment, on wheels	each operation	53.60
(C) Shifting containers from a stack location to another stack location for the purpose of inspection	per container, per shift	24.55
7. Chassis Change Removing containers from chassis, flatbed, frame or bogie and placing on another mobile unit		107.40
8. Covered Storage Covered storage for containers may be available from the terminal with prior arrangements.	per container per day	11.80
9. Container/Chassis Inspection (No repairs included)	per container or empty chassis	16.65

10. Tailgate Container Inspections for Governmental Agencies	Straight Time		177.00			
Inspection by U. S. Customs on containers using Vacis X-Ray machine or radiation screening equipment (Out gate RPM inspections excluded).	per container		315.00			
(A)Shipside VACIS Inspection performed as part of vessel operation. Inspection by U. S. Customs on containers using Vacis X-Ray machine or radiation screening equipment (Out gate RPM inspections excluded).	per container		158.00			
Intensive Exams: (Ordered by U.S. Customs, USDA, FDA) Import: Straight Time						
Hand Freight (loose)	20'	1,105.95	40'	1,298.45	45'	1,563.50
Palletized Freight	20'	858.60	40'	1,038.75	45'	1,307.20
Overtime must be requested by importer and will be billed at the differential rate. EXCEPTION - Containers ordered up for inspection by Contraband Enforcement Team of U.S. Customs will be assessed charges on an extra labor basis at a rate of \$83.95 per man hour plus equipment rental and materials. This charge will be assessed to the importer. EXPORT: Containers ordered up for intensive exam will be assessed charges on an extra labor basis, agreed upon in advance between VIT and the exporter.						
11. (A) Receiving/Delivering "Out of Gauge" Containers	Each container, each operation		117.90			
(B) Rigging Charge	Each container, each operation		315.80			
Securing or Re-stowage - to be billed at extra labor rates in addition to any required materials that may be required by the Coast Guard Inspector. These rates will be for the account of the cargo.						

#### 470 RECEIVING OTHER THAN STANDARD SIZE CONTAINERS

EFFECTIVE October 1, 1998

Prior arrangements must be made with VIT by the authorized agents of the vessel and the inland carrier before Seagoing Containers having dimensional lengths other than 20, 40 or 45-foot will be accepted by VIT.

#### 475 RECEIVING CONTAINERS WITH DAMAGE OR VARIANCES

EFFECTIVE October 1, 1998

Seagoing containers having damage or variances which may impede normal movement with the terminal's mechanical equipment will not be "Received" unless arrangements have been made with VIT.

#### **476 CONTAINERS WITH "OUT OF GAUGE" CARGO**

EFFECTIVE October 1, 2013

"Out of Gauge" containers are those received or delivered with over width or over high cargo which protrudes outside the standard frame and cannot be handled by normal use of a container spreader bar and includes without limitation flatracks, platforms, and opentops.

VIT will "Receive or Deliver" these containers and the charge assessed for this service is published in Item 465-11(A), which will be in addition to the Receiving Container charges published in Item 445 and/or the Chassis Change charge published in Item 465-7. Should the handling of these containers require the use of additional rigging gear other than a speed bar, the Rigging charge in Item 465-11(B) will also apply.

#### **478 CONTAINERS WITH "OUT OF GAUGE" CARGO - VESSEL**

EFFECTIVE October 1, 2001

It is the responsibility of the vessel owners and operators to select the proper equipment to handle overweight or out of gauge containers or cargo and to deliver them to their designated point of rest. Overweight or out of gauge containers or cargo that is left, parked or abandoned by the owners or operators or their agents/stevedores short of their designated point of rest will not be the responsibility of VIT and any movement of the cargo or containers to clear pier space or for other terminal purposes shall be for the account and at the risk of the vessel owner/operator or its representative and the vessel owner/operator and its representative/stevedore accepts any and all liability arising out of the terminal's movement of the container/cargo to its designated point of rest.

Import "Out of Gauge" containers landed to terminal equipment (mafi, cassette, or lowboy) from a vessel are subject to terminal equipment rental charges for the account of the representative/stevedore or vessel owner/operator beginning at time of vessel sailing.

Export "Out of Gauge" containers received for vessel loading and placed on terminal equipment (mafi, cassette, or lowboy) for the convenience of the terminal will receive ten (10) consecutive calendar days equipment use at no charge. After ten (10) free days, terminal equipment rental charges will be assessed to the shipline until terminal equipment is cleared.

VIT will "Receive" these containers at rates published in Item 805.

#### **480 CONTAINERS LOADED IN EXCESS OF RATED CAPACITY**

EFFECTIVE October 1, 1999

The rates, rules, regulations and charges published in this section of the Schedule of Rates are not applicable to Standard Seagoing containers loaded in excess of their rated capacity. VIT will not permit its mechanical equipment (designed for movement or carriage of container) or its container cranes to be used in any way to lift, move or transport a container which is loaded in excess of the container's rated capacity. Should the terminal's equipment or crane be used to lift, move or transport a container which is loaded in excess of the rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.

**(I)485 CONTAINER REPAIR, SERVICING, AND/OR CLEANING**

EFFECTIVE October 1, 2015

VIT will license six container/chassis maintenance and repair ("M&R") companies to operate facilities on its terminals. Said licenses will be issued pursuant to requirements as follows. Each M&R facility operator shall:

1. Provide a Certificate of Insurance from an insurance firm licensed to do business in Virginia showing the minimum comprehensive general liability as follows: Bodily Injury - \$1,000,000 each person, \$1,500,000 each occurrence -- Property Damage Liability - \$500,000 each occurrence. Certificate shall also show a contractual liability endorsement.
2. Prominently mark and identify their equipment and maintain in a good state of repair.
3. Agree that any and all equipment not needed for current operations shall be removed promptly from the terminal premises. No equipment or material will be abandoned or discarded.
4. Agree that all operations will be conducted in accordance with terminal rules and regulations, Coast Guard regulations, OSHA regulations and all Federal, State and City laws and ordinances.
5. Agree that work will be performed only in areas designated by VIT. Applicant also agrees to prohibit its employees from entering into or performing work in areas designated as "prohibited" unless permission in writing has been given by VIT or designee. VIT must be notified of any movements of equipment, and information as to the new location of equipment must be provided.
6. Deposit \$500.00 with VIT or present a bond in this amount. Refund or balance thereof shall be returned to applicant within thirty (30) days following cessation of its activities on the terminal and after settlement of account with VIT.
7. Pay in advance to VIT a fee of \$176.00 for each six (6) months period or part thereof, for each and every truck, van, container or other type of vehicle used in its operation on the terminal. This is subject to a minimum payment of \$597.00 for each six (6) months or part thereof, except for firms operating on the terminal as of July 1, 1973. Payments shall be due on July 1 and January 1 of each year.
8. Comply with all security requirements as specified for all vendors on terminal property, including but not limited to the periodic review of employee personnel files, the inspection of vehicles, etc.
9. Operate with hours and procedures consistent and in harmony with terminal operations.
10. Items 6 and 7 shall not apply to steamship companies that have leased terminal space for performing maintenance of containers.

Upon approval of a permit application, VIT shall issue a decal for each piece of equipment permitted to operate on terminal property. The decal shall be prominently displayed immediately below the corporate name on the left side of the vehicle. Failure to comply with all the requirements above will result in termination in accordance with provisions of the license.

**(I)490 CHASSIS BANDING AND/OR STACKING**

EFFECTIVE October 1, 2015

Two chassis high	per stack	326.35
Three chassis high	per stack	575.75
Four chassis high	per stack	810.60
Five chassis high	per stack	1,057.85

Stacked chassis for rail movements will be charged on an extra labor and material basis.

**(I)491 CHASSIS - LOADING TO OR UNLOADING FROM FLATBED TRAILERS**

EFFECTIVE October 1, 2015

Per lift	164.30
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**(I)492 CHASSIS - BREAKING DOWN**

EFFECTIVE October 1, 2015

Per stack	265.40
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**(I)493 STACK FLATS AND MAFIS**

EFFECTIVE October 1, 2015

Per stack	186.00
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Stack or unstack flats, mafis, flatracks, flatbeds  
(Does not include loading to truck, securing or unsecuring).

**(I)494 LOADING/UNLOADING BUNDLED MAFIS ON FLATBED TRAILERS**

EFFECTIVE October 1, 2015

Per handling	211.95
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**(I/C)495 DELIVERING/RECEIVING CONTAINERS DURING OVERTIME HOURS**

EFFECTIVE January 4, 2016

	Per Hour	Per Meal Hour
Delivering/Receiving Containers at the Marine Terminals - per hour, per lane	792.10	990.75
Delivering/Receiving Containers at the Marine Terminals ES Lot - per hour, per gang	740.15	929.50
Delivering/Receiving Containers at the Empty Container Yards - per hour, per gang	623.35	779.95
Transfer Zone/Live Gate at the Marine Terminals - per hour, per gang	2,225.25	2,781.90

Gate Hours:

VIG – Regular hours of operation are Monday – Friday 6:00 a.m. – 6:00 p.m.

NIT – Regular hours of operation are Monday – Friday 5:00 a.m. – 6:00 p.m.

PMT – Regular hours of operation are Monday – Friday 8:00 a.m. – 5:00 p.m.

NNMT – Regular hours of operation are Monday – Friday 7:00 a.m. – 5:00 p.m.

Empty Container Yards – Regular hours of operation are Monday – Friday 5:00 a.m. – 6:00 p.m.

*Contact Terminal Management for overtime orders and minimum hours of operation.*

Gate Services	(VIG)	(757) 686-6135	Virginia.Gate@safe.vit.org
Gate Services	(NIT)	(757) 440-7078	GateServices-Admin@vit.org
Terminal Manager	(NNMT)	(757) 928-1204	NNMTOpsStaff@vit.org



**(I)496 HOT CONTAINER CHARGE**

EFFECTIVE October 1, 2015

The rehandling of containers must be pre-planned. When the customer requests an unscheduled container movement, not ordered before 2:00 p.m. of the previous work day, a Hot Container charge will be assessed. The party requesting the service will be charged.

A. Regular hours	per container	342.30
B. Overtime hours	per container	513.55

**(I)497 HOT CHASSIS CHANGE CHARGE**

EFFECTIVE October 1, 2015

Chassis change of containers must be pre-planned. When the customer requests an unscheduled chassis change, not ordered before 2:00 p.m. of the previous work day, a Hot Chassis Change charge will be assessed. The party requesting the service will be charged.

A. Regular hours	per container	342.30
B. Overtime hours	per container	513.55

**(I)498 HOT CONTAINER DERAMP CHARGES**

EFFECTIVE October 1, 2015

The deramping (unloading) of containers from railcars is planned based on the arrival of the railcar and its spot location on the train. When a customer requests a container unloaded (deramped) that requires additional switching of railcars and labor has to stand by, a Hot Deramping charge will be assessed. The party requesting the service will be charged.

A. Regular hours	per container	616.45
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**(I)499 RAIL RATE**

EFFECTIVE October 1, 2015

58.62	Lift Rate - per container
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Export containers (DERAMP), VIT will remove container from the railcar and place at a point of rest in the container yard.

Import containers (RAMP), VIT will move container from the point of rest in the container yard and place container on a railcar according to Federal Railroad Administration (FRA) and railroad separation and stowage policy.

Service includes one (1) spot and one (1) pull of the railcar between the Rail Yard and another on terminal location if required by VIT.

This charge does not include any other charge stated in this Schedule of Rates.

SECTION V  
ALL OTHER CARGO RULES  
AND CHARGES

**500 FREE TIME-NON CONTAINERIZED CARGO**

EFFECTIVE May 1, 2014

Export, import, intercoastal and coastwise cargo held on the piers will be granted ten (10) consecutive calendar days FREE TIME. FREE TIME will begin with the first 8:00 a.m. after receipt of cargo. Upon expiration of FREE TIME, Wharf Demurrage charges will be assessed.

FREE TIME accorded under the provisions and exceptions of this item is subject to the availability of suitable storage space at VIT facilities. VIT reserves the right to deny or restrict FREE TIME on all cargo received at VIT operated facilities.

Exception 1.

No FREE TIME will be allowed on bulk or refrigerated cargo.

Exception 2.

No FREE TIME will be allowed on cigarettes.

Exception 3.

**A. CRUDE RUBBER**

1. Breakbulk - FREE TIME of thirty (30) calendar days beginning with the first 8:00 a.m. after receipt of cargo from the vessel.
2. Containerized - FREE TIME of thirty (30) calendar days beginning with the first 8:00 a.m. after the last container of rubber per bill of lading is stripped.
3. Lash barges - FREE TIME of thirty (30) calendar days beginning with the first 8:00 a.m. after receipt of each bill of lading from barge or barges.

**B. COCOA BEANS, COCOA PRODUCT, and GREEN COFFEE BEANS**

1. Breakbulk - FREE TIME of thirty (30) calendar days beginning with the first 8:00 a.m. after receipt of cargo.
2. Containerized - FREE TIME of thirty (30) calendar days beginning with the first 8:00 a.m. after the last container of cocoa is stripped, per customer, per vessel.

**C. IRON or STEEL Articles, as described in Item 550, when suitable for outside storage, will be allowed fifteen (15) calendar days FREE TIME beginning with the first 8:00 a.m. after receipt of cargo.**

**D. MACHINERY for export, when suitable for outside storage, will be allowed fifteen (15) calendar days FREE TIME.**

Exception 4.

FREE TIME on imported automobiles and trucks on wheels, unboxed, not exceeding 5,000 pounds per vehicle, will be limited and determined solely at the option of VIT. Since space availability must be taken into account for allowing FREE TIME on this type of cargo, prior arrangements must be made with VIT.

**502 FREE TIME DURING LONGSHOREMEN'S STRIKES**

EFFECTIVE October 1, 1998

Cargo on FREE TIME at the commencement of any longshore strike will be afforded additional FREE TIME for the duration of the strike. Upon termination of the strike, FREE TIME will continue to run for the unexpired number of days generally allowed on cargo.

Cargo which is on first period Demurrage at the commencement of the strike will continue on first period Demurrage for the duration of the strike. At the conclusion of the strike, the remaining days of the first period Demurrage will be allowed.

Cargo in second period Demurrage at the commencement of the strike will be assessed charges at the first period Demurrage rates for the duration of the strike. At the conclusion of the strike, cargoes in this category will revert immediately to the period of Demurrage applicable at the commencement of the strike period.

**(I)505 WHARF DEMURRAGE** (Notes 1, 2)  
EFFECTIVE October 1, 2015

A. Articles not otherwise specified:		
First five (5) calendar days or fraction thereof	per 2000 pounds	6.04
Each succeeding five (5) calendar day period or fraction thereof	per 2000 pounds	13.32
B. Rubber, crude, specifically described in Item 576:		
First five (5) calendar day period or fraction thereof	per 2000 pounds	3.19
Second five (5) calendar day period or fraction thereof	per 2000 pounds	6.43
Each succeeding five (5) calendar day period or fraction thereof	per 2000 pounds	9.51
C.. Iron and Steel specifically described in Item 550		
First ten (10) calendar days or fraction thereof	per 2000 pounds	3.45
Each succeeding ten (10) calendar day period or fraction thereof	per 2000 pounds	6.90
D. Vehicles specifically described in Item 594.		
1. Covered area	per day per vehicle	6.24
2. Open area	per day per vehicle	6.24
E. Vehicles specifically described in Item 560, 596 and Item 598.		
Open area	Per day, per unit	6.24
F. Minimum charges (Not subject to Items 592 and 825.)	per shipment per period	18.70

- Note 1.
- a. Export cargo will not be received by VIT without consignment to a vessel with an announced date of arrival within the Free Time allowed by this Schedule of Rates. All cargo received under these conditions and accruing Wharf Demurrage due to late arrival of vessel, shut-out cargo or vessel cancellation will accrue Wharf Demurrage as published in this Schedule of Rates for account of the water carrier or agent. Announced date of arrival will be governed by the first date furnished by the water carrier or agent on or after the shipper's bill-of-lading date.
- b. Export cargo consigned to a vessel with an announced date of arrival and arriving prior to the Free Time period allowed by this Schedule of Rates or arriving without a consignment to a vessel with an announced date of arrival will not be received until storage arrangements have been completed between shipper or agent and VIT.

c. Export cargo in storage will be released to "Free Time" status only when VIT receives consignment instructions from shipper or agent subject to provisions and conditions of paragraph "a".

d. On export cargo Wharf Demurrage ceases when vessel commences loading.

Note 2.

a. On Import Traffic, Free Time commences with the first 8:00 a.m. after receipt of cargo. See Item 500 for exceptions.

b. Wharf Demurrage accruing on Import Cargo will be billed against the importer of record unless other arrangements have been made with VIT.

**(I)507 ARTICLES, NOT OTHERWISE SPECIFICALLY PROVIDED FOR ELSEWHERE IN THIS SECTION**

EFFECTIVE October 1, 2015

			(D)
	Truck/Barge	per 2000 pounds	39.10
Pre-palletized or skidded	Rail	per 2000 pounds	27.19
	Truck/Barge	per 2000 pounds	30.81

**(I)510 ARTICLES, MISCELLANEOUS, VIZ:**

Alcoholic beverages; Antiques; Ceramics; Chinaware; Art craft; Costume jewelry; Crockery; Earthenware; Explosives; Firearms; Fireworks; Flower bulbs; Footwear; Glass tubes; Glassware; Hand tools; Hides, green salted; Household appliances, viz: air conditioners, dryers, freezers, refrigerators, stoves and washers; Loose tires; Matches; Porcelain ware; Pottery; Saddlery; Small arms ammunition; Sporting goods

EFFECTIVE October 1, 2015

	per 2000 pounds	62.38
Pre-palletized or skidded	per 2000 pounds	46.82

**(I)512 ARTICLES, MISCELLANEOUS, VIZ:**

Artificial flowers; Bamboo/cane poles; Baskets; Binoculars; Cameras; Carpets; Computer equipment; Decorations; Furniture; Giftware; Handbags; Human hair; Lamps; Light bulbs; Musical instruments (other than pianos or organs); Ornaments; Paintings; Perfume; Radios; Rattan ware; Rugs; Tape recorders; Television sets; Toys; Wall plaques; Wearing apparel (other than in bales)

EFFECTIVE October 1, 2015

	per 2000 pounds	87.41
Pre-palletized or skidded	per 2000 pounds	65.50

**(I)514 ALUMINUM, VIZ: BARS, BILLETS, COILS, PLATES, SHEETS, INGOTS, PIGS**

EFFECTIVE October 1, 2015

Pre-palletized, skidded or unitized in a condition suitable for machine handling	per 2000 pounds	17.83
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**(I)516 AUTO PARTS**

EFFECTIVE October 1, 2015

	per 2000 pounds	26.09
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Pre-palletized or skidded	per 2000 pounds	19.50
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**(I)520 BOATS**

EFFECTIVE October 1, 2015

A. Receiving or delivering boats on trailers, regardless of length at point of rest and on which no physical handling is performed by terminal personnel.	per boat	68.98
B. To or from open trucks. Rate based on length of boat. Rate includes boat, trailer and/or cradle when handled with same lift.		
Not Over 26'	per boat	82.85
Over 26' but not over 31'	per boat	133.60
Over 31' but not over 40'	per boat	338.50
Over 40'	per lineal foot	24.65
C. Arches, cradles, flying bridges, keels, mast or trailers not lifted with boat	per unit	167.38

Note 1 - Prior arrangements must be made for lifting or delivering boats to/from the water.

Note 2 - Length of boat must be indicated on dock receipt. If no length provided, boat will be measured and that length will be used to determine billing rate.

Rate includes use of crane, if required. Rate will apply only if the lift is made with terminal equipment.

**(I)534 COPPER AND BRASS (Notes 1, 2, 3)**

EFFECTIVE October 1, 2015

B. Wire or Cable, in rolls or coils	per 2000 pounds	18.03
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Note 1 - Blocking, bracing, chocking, removing and replacing lids from open-top railcars, if necessary, will be in addition to rates in this item and will be billed in accordance with Special Service charges published in this Schedule of Rates.

Note 2 - Cargo will qualify for rates published herein when bundled, skidded, palletized or packaged in such manner as to allow loading or unloading by machinery normally available on terminal, without further packaging or consolidation.

Note 3 - Shipments in excess of 250 tons (500,000 pounds) may be handled by special arrangement with VIT. Such arrangement must be made at least 48 hours prior to arrival of cargo.

**(D)536 COCOA BEANS AND COCOA PRODUCTS**

EFFECTIVE 10/01/2009

**(I)550 IRON OR STEEL, VIZ: (Note)**

EFFECTIVE October 1, 2015

A. Bands, Banding, Barbed wire, Bolts, Chains, Hardware nails, Nuts, Screws, Spikes, Staples, Strapping, Valves and Washers	per 2000 pounds	15.69
Pre-palletized or skidded	per 2000 pounds	11.75
B. Anchors, Angles, Bars, Beams, Billets, Blooms, Cable channels, Castings, Coils, Flanges, Flats, Girders, Ingots, Joists, Molds, Pigs, Piling, Pipe, Plates, Rails, Rings, Rods, Rounds, Scrap (other than bulk), Sheet, Slabs, Strip, Tin plate, Tubing, Wire, Wire rope and Wire strand	per 2000 pounds	7.30
D. Cast Iron Unmachined Industrial Fittings, i.e. Manhole covers, Grates, Rings, Pipe fitting, Meter boxes, and Integral parts - pre-palletized or skidded.	per 2000 pounds	12.53

Note - Rates in this item apply when cargo is loaded to or unloaded from open or flatbed equipment by terminal personnel. Blocking, bracing, chocking, removing and replacing lids from open-top railcars, if necessary, will be in addition to rates in this item and will be billed in accordance with Special Service charges published in this Schedule of Rates.



**(I)560 MACHINERY, MACHINES OR PARTS, FARM TRACTORS**

EFFECTIVE October 1, 2015

**(1)** Boxed or unboxed, lifted or towed, on or off railcar or truck.

If terminal owned crane is utilized to make lift, then crane rental (with operator) will be assessed in addition to rates below.

Advance arrangements must be made with VIT Customer Relations for charges relating to fragile, bulky, or over-dimensional items or lifts greater than 80,000 lbs. Refer to Item 214

Box, package, or piece weighing:

0 to 80,000 lbs.	per 2000 pounds	15.86
80,001 to 100,000 lbs.	per 2000 pounds	20.26
100,001 to 120,000 lbs.	per 2000 pounds	21.27
120,001 to 140,000 lbs.	per 2000 pounds	22.20
140,001 to 200,000 lbs.	per 2000 pounds	23.18
200,001 to 250,000 lbs.	per 2000 pounds	37.43
250,001 to 300,000 lbs.	per 2000 pounds	43.25
300,001 to 350,000 lbs.	per 2000 pounds	49.08
350,001 to 400,000 lbs.	per 2000 pounds	54.92

**(2)** Driven on or off railcar or truck by terminal personnel using its own power (subject to minimum billing of 4,000 lbs. per piece)

per 2000 pounds

14.31

**(3)** Machinery not otherwise specifically described in this item, received at/delivered from point of rest and on which no physical handling is performed by terminal personnel

per unit

130.75

**(A)** Note: Advance arrangements must be made with VIT Customer Service (VITRates@vit.org) for charges relating to fragile, bulky, over-dimensional items, or lifts greater than 80,000 lbs. Refer to Item 214. The handling of lifts in excess of 80,000# shall be limited to the capacity of lifting equipment at a specific terminal facility. Rates above will only apply when terminal owned equipment can be used to make the lift.**(I)576 RUBBER, CRUDE, VIZ: ARTIFICIAL, GUAYULE, NATURAL, NEOPRENE OR SYNTHETIC**

EFFECTIVE October 1, 2015

	Truck/Barge	per 2000 pounds	22.00
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Pre-palletized or skidded	Truck/Barge	per pallet	20.83
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**580 STONE, MARBLE AND SLATE SLABS, LOOSE, NOT CRATED OR BOXED**

EFFECTIVE October 1, 1994

See Item 214

**586 U.S. GOVERNMENT P.L. 480 CARGO, BAGGED**

EFFECTIVE October 1, 1998

Rates quoted upon request by VIT Customer Relations

**(I)592 MINIMUM CHARGE**

EFFECTIVE October 1, 2015

Except as otherwise noted, a Minimum charge applies to all single shipments (Per Booking Number or Bill of Lading), regardless of loading order. Payment in advance will be required for those shippers which have not established prior credit

Per Shipment	60.15
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**(I)594 VEHICLES, SELF-PROPELLED, UNBOXED, VIZ: AUTOMOBILES, BUSES, TRUCKS OR MOTOR HOMES SETUP NOT EXCEEDING 16,000 POUNDS PER VEHICLE.**

EFFECTIVE October 1, 2015

A. Receiving or delivering and processing	per unit	107.00
B. Receiving or delivering on which no physical handling is performed by terminal personnel. Includes physical inspection	per unit	60.15

**(I)596 VEHICLES, NOT OTHERWISE SPECIFIED, UNBOXED**

EFFECTIVE October 1, 2015

Vehicles not otherwise specifically described in this section, received at point of rest and on which no physical handling is performed by terminal personnel.	per unit	107.50
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**(I)598 MOBILE HOMES/TRAILERS**

EFFECTIVE October 1, 2015

Mobile Homes/Trailers on wheels received or delivered at point of rest and on which no physical handling is performed by terminal personnel.	per unit	107.50
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SECTION VI  
FUMIGATION RULES  
AND CHARGES

**(D) 600 APPLICATION OF FUMIGATION RULES AND CHARGES**

EFFECTIVE October 1, 2006

**(D) 605 CONDITIONS OF ACCEPTANCE**

EFFECTIVE October 1, 2006

**(D) 610 DISPOSITION OF GOODS TO BE FUMIGATED**

EFFECTIVE October 1, 2006

**(D) 615 PICK-UP HOURS FOR GOODS WHICH HAVE BEEN FUMIGATED**

EFFECTIVE October 1, 2006

**(D) 620 FUMIGATION IN TRAILERS OR ISO CONTAINERS**

EFFECTIVE October 1, 2006

**(D) 625 OVERTIME SERVICE**

EFFECTIVE October 1, 2006

**(D) 630 COMMODITIES NOT SPECIFICALLY LISTED**

EFFECTIVE October 1, 2006

**(D) 640 FUMIGATION OF CONTAINERS**

EFFECTIVE October 1, 2006

## **650 VIRGINIA PORT AUTHORITY SECURITY SURCHARGE**

EFFECTIVE February 15, 2016

RESOLUTION AUTHORIZING THE IMPLEMENTATION OF SECURITY SURCHARGE PURSUANT TO VIRGINIA CODE §62.1-132.16

IT IS RESOLVED by the Board of Commissioners (the "Board") of the Virginia Port Authority (the "Authority"), as follows:

### Section 1. Findings and Determinations.

- (a) Pursuant to Section 62.1-132.16 of the Code of Virginia of 1950, as amended (the "Virginia Code"), the Authority is authorized to fix, alter, charge, and collect tolls, fees, rentals, and any other charges for the use of, or for services rendered by, any Authority facility. The Authority may impose, levy, and collect such other fees and charges as may assist in defraying the expenses of administration, maintenance, development, or improvement of the ports of the Commonwealth, their cargo handling facilities, and harbors.
- (b) As a means to finance the additional security measures mandated by the Maritime Transportation Security Act (MTSA) 2002, as set forth in 33 CFR Part 105 – Facility Security, the Authority has proposed that it would implement a security surcharge (the "Surcharge") to be effective August 1, 2005, in the amounts and for the categories as set forth in this Resolution.
- (c) The Authority proposes to amend the Surcharge to include a security surcharge for bulk cargo to be effective September 1, 2012 in the amount as set forth in this Resolution.
- (d) The security surcharge will be administered by Virginia International Terminals, LLC, clearly billed as a security fee, and all such fees collected are to be passed directly to the Virginia Port Authority.
- (e) The Board has determined that, by enhancing security at the port facilities, implementation of the Surcharge will foster and stimulate the commerce of the ports of the Commonwealth; promote the shipment of goods and cargoes through the ports; and develop, improve or increase the commerce, both foreign and domestic, of the ports of the Commonwealth, all pursuant to Section 62.1-132.3 of the Virginia Code.

Section 2. Authorization of Surcharge. (a) Implementation of the amended Surcharge is hereby authorized. The Surcharge shall initially be established in the amounts and for the categories as set forth below. The Executive Director is authorized in his discretion to adjust the amounts of the Surcharge and the categories to which it applies, and to further adjust the Surcharge from facility to facility. In making such adjustments to the Surcharge, the Executive Director will consider at least the following factors: changes to security requirements; current market conditions; effect on demand for use of the Authority's facilities; and the amount of such fees charged by competitive ports.

#### Surcharge Rates

Fully Cellular Vessels:	\$6.50 per container for the account of the steamship line
Breakbulk from Fully Cellular Vessels:	\$0.25 cents per short ton for the account of the steamship line
Non-Container Vessels and All others including barges:	\$3.09 per linear foot

Section 3. Further Action. The officers and staff of the Authority are hereby authorized to take such actions, and deliver such additional documents and certificates, as they may, in their discretion, deem necessary or useful in connection with the implementation of the Surcharge.

Section 4. Effective Date. This Resolution shall take effect on September 1, 2012 or immediately upon its adoption, whichever is later.

Container surcharge rates will be assessed as follows:

- (1) Containers not declared water to water will be billed one surcharge for every loaded/empty container on/off a water carrier.
- (2) Containers declared water to water will be billed one surcharge against the inbound carrier.
- (3) Loaded DUAL containers (in/out gate/rail) will be billed one surcharge upon departure of container.

SECTION VII  
STEVEDORING CHARGES  
EFFECTIVE October 5, 2015

**(A) Stevedoring**

Stevedoring General.

VIT provides stevedoring directly at PMT and NNMT. VIT may provide stevedoring indirectly through subcontractors at VIG and NIT. Currently, only Ceres Marine Terminals, Inc. and CP&O, LLC are permitted to provide stevedoring services at VIG and NIT. Stevedoring by VIT is subject to all of the terms and conditions of this SOR.

VIT may be the exclusive provider of stevedoring services at PMT and NNMT with respect to certain services. Accordingly, users should not assume that third-party stevedores are available to stevedore at those terminals.

VIT will provide quotes for stevedoring upon request. Rates will depend on, among other factors, the cost of labor, the type and volume of cargo, the type of vessel, the terminal, length of the commitment, anticipated productivity, and the inclusion/exclusion of detentions and other cost items. All charges are for the account of the vessel owner and/or agent. For a rate quote, please contact Tom Capozzi, Chief Sales Officer, at 757-440-7200 or tcapozzi@vit.org.

Stevedoring Rates.

If no written agreement as to rates is in place, then VIT's charge for stevedoring shall be as follows.

Type of Lift	Rate Per Move
Normal Lift	\$65.00
Shifting Containers within same bay	\$65.00
Restow containers vessel-dock-vessel	\$130.00
Containers other than 20' and 40' using speed bar or O/HT gear/wires	Extra labor rates
Breakbulk	Extra labor rates
Cars and similar vehicles, per vehicle	\$25.00

Extra labor rates for labor excluded from the Lift Rate for the Services are as follows:

Standby/detention-all types – and excluded guaranty time, per hour (billed in 6 minute increments)	\$1,700.00
Extra labor gang – per hour	Straight time \$1,100.00; Overtime: \$1,699.00; Double Overtime \$2,250.00
Overtime Differential	\$656.00
Double-time Differential	\$1,250.00

Items included in the Lift Rates, and certain items that are excluded from the Lift Rate and for which CARRIER will be charged separately, are listed below. For avoidance of doubt, if an item is "Excluded", it is not included in the lift rates provided above and will be billed at the extra labor rates.

<b>Personnel</b>	<b>Included</b>	<b>Excluded</b>
Straight-time longshore labor, fringes, and insurance	X	
Straight-time Clerks/Checkers	X	
Overtime costs		X
Supervision	X	
Rain pay	X	
Pre-stow, bay list, stowage plan, and other documentation	X	
Container Royalties and non-man-hour assessments		X
<b>Equipment</b>		
All necessary equipment	X	
<b>Standbys and Detentions</b>	<b>Included</b>	<b>Excluded</b>
Standby for Vessel – this is excluded		
Standby for Weather		X
Standby for Terminal Operator's Equipment Down	X	
Standby for Vessel Gear		X
Standby for Health & Safety/Labor Disputes	X	
Standby for Safety Talk	X	
Stand-by Awaiting Cargo Availability		X
Standby Gantry Crane Repair		X
Pre & Post Operations Guarantee Charges		X
Cone (i.e.: Gear) Box Moves		X
Standby for Minimum Manning/Gang to Fill	X	
Standby Change in Stow		X
ILA Guarantee Time - up to 1 hour per gang included, otherwise excluded		
Standby – Delays due to frozen cones or locking cones or lashing equipment improperly installed by load port		X
Boom Ups	X	

<b>Activities</b>	<b>Included</b>	<b>Excluded</b>
Discharge/Load and Lash/Unlash standard 20' and 40' I.S.O. containers to/from place of rest on dock or vessel, straight-time	X	
Normal Container Lashing	X	
Overheight/Overwidth Containers		X
Reefer Containers – plug/unplug		X
Break Bulk Cargo		X
Damaged Containers or Cargo		X
Loose Cargo from Damaged Containers Onboard		X
Emergency Gear Container moves		X
Rehandled Containers		X
Opening and Closing Hatches.	X	
VACIS/Government inspections during vessel ops		X
Extra Mounting of Containers at Carrier's Request		X

SECTION VIII  
MISCELLANEOUS SERVICES AND CHARGES

**(I)800 MISCELLANEOUS CHARGES**

EFFECTIVE October 1, 2015

The following services will be performed by VIT at the charges shown below: (Not subject to Item 825.)

2. Rebilling Invoices	each	60.15
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**(I)805 SPECIAL SERVICES (Note)**

EFFECTIVE October 1, 2015

Upon request and with advance arrangements, VIT will provide special services not listed in this Schedule of Rates. Charges for these services will be based on the cost of materials plus thirty (30) percent, equipment rental, and labor billed at the following man-hour rates. Requested services are performed by ILA Shortshoremen or ILA Longshoremen as applicable. VIT will inform customers of labor classifications to be used. All ILA contract guarantees will be billed where applicable.

	Regular Time	Overtime	Premium Meal Hour
Shortshoremen	63.00	89.25	115.35
Longshoremen (Note)	83.95	114.95	145.80

Note - Guaranteed Annual Income special assessment will be billed as applicable.

**810 SEGREGATION AND SORTING**

EFFECTIVE October 1, 1998

If, after cargo has been sorted, graded and stowed and/or assembled on the terminal awaiting delivery as per bill of lading, the consignee, thereafter, desires additional sorting, grading and/or specific selection of said cargo in connection with the subsequent loading thereof, a written request detailing the nature of the special services desired must be submitted, in advance of loading, to VIT.

**815 USAGE CHARGES**

EFFECTIVE October 1, 1998

When the terminal facilities are used by others for the purposes for which a charge is not otherwise specified, VIT will assess a Usage charge. User and VIT will agree upon a charge in advance of services being performed.

**(I)825 MINIMUM BILLING**

EFFECTIVE October 1, 2015

All Charges published in this Schedule of Rates, and not otherwise accepted, will be subject to a Minimum charge of \$60.15 per billing.



**835 YACHTS**

EFFECTIVE October 1, 1998

Removing from or placing in water - Rates quoted on request by VIT Customer Relations.

**(I)840 VIG - GANGWAY GUARD**

EFFECTIVE January 1, 2013

Gangway Guard \$47.01 per hour, 4 hour minimum.

**(I)845 VIG – ESCORT FEE**

EFFECTIVE January 1, 2013

A. \$47.01 per hour, per person in the event that Virginia International Gateway Virginia is required to escort individuals who do not hold a valid TWIC card.

B. Contractors, who do not hold a valid TWIC, and are escorted to/from a vessel a flat rate of \$47.01 per person round trip will apply.

**(I/C)850 BARGE CONTAINER MOVEMENT**

EFFECTIVE May 1, 2016

\$254.00 per loaded container, one way, northbound or southbound between Richmond Marine Terminal and any V.I.T. operated marine terminal.

\$30.00 per empty container, one way, northbound or southbound between Richmond Marine Terminal and any V.I.T. operated marine terminal.

**851 SECURE FLATS FOR RAIL MOVEMENT**

EFFECTIVE November 15, 2012

On extra labor basis plus materials.

**(A/I)852 EMPTY YARD SERVICES**

EFFECTIVE October 1, 2015

Steam cleaning	99.33 per container
Empty container grounding for government regulatory inspections and return to stack	52.74 per container
Smoke testing	46.43 per container
Tie back installation	19.47 per container

