

SECTION X - A: WHARF ASSIGNMENTS

ITEM
NO.

APPLICATION FOR AND CONDITIONS OF WHARF ASSIGNMENTS

- (a) Application for Wharf Assignment as defined in Item 01325 shall be made to the Director of Maritime or his/her designee.
- (b) The Director of Maritime, or his/her designee, may approve a Wharf Assignment application upon receipt of such application. Said application is subject to provisions of this tariff for wharfage, dockage, wharf demurrage, storage and all other charges, rates, rules and regulations applicable thereto. The terms, conditions and provisions contained in the assignment application are in furtherance of and not in conflict with the provisions of this tariff.
- (c) The making of a Wharf Assignment and the use of the berth, wharf, wharf area, or facility by the assignee shall be subject to the condition that the Board and its officers, agents, and employees shall not be liable for any injury to or death of any person or damages to property of any kind whatsoever, whether the person or property of the assignee, its agents or employees or third persons from any cause while in or on the assigned berth, wharf, wharf area or facility or occasioned by any use or occupancy thereof or any activity carried on by the assignee in connection therewith. The assignee will indemnify and save harmless the Board, its officers, agents and employees from all liabilities, charges, expenses (including fees) and costs on account of or by reason of any such injury, death, claim, suit or loss however occurring or damages growing out of the same. In instances in which the Port's negligence causes or contributes to the cause of any liability as herein above set forth, assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.

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(Item 10105 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

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EFFECTIVE: July 1, 2007

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(d) Assignee shall maintain in force during the term of an assignment public liability and property damage insurance; including completed operations, contractual, owned/nonowned automobile coverage with such limits and such other coverages (such as protection on any indemnity covering vessels, broad form property damage and third party stevedore liability) as may reasonably be requested from time to time by the Port's Risk Manager, or their designee, but not less than the sum of one million dollars (\$1,000,000) combined single limit.

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Assignee agrees that the Port shall be named as an additional insured under such liability insurance policy or policies. All such policies shall be endorsed with a severability of interests of cross-liability endorsement. A certificate or certificates, evidencing such insurance coverage shall be filed with the Port's Risk Manager prior to the commencement of the term of an assignment, and said certificate shall provide that such insurance coverage shall not be cancelled or reduced without at least thirty days' prior written notice to the Port of Oakland's Risk Manager.

Insurance provided shall be domestic or London insurers acceptable to the Port's Risk Manager, or their designee. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the Port's Risk Manager. If such coverage is cancelled or reduced, Assignee shall, within fifteen (15) days after receipt of written notice from the Port of such cancellation or reduction in coverage, but in no event later than the date of such cancellation or reduction, file with the Port's Risk Manager a certificate showing that required insurance has been reinstated or provided through another insurance company or companies. Notwithstanding any other provisions of this tariff, upon failure to so file such certificate, the Director of Maritime or his/her designee may cancel an assignment on one day's prior written notice.

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For explanation of abbreviations and reference marks see Page 10.

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(e) The Port is responsible for structural maintenance except when the need for maintenance work arises in whole or in part on account of Assignee's operations, negligence or intentional acts or omissions. However, Assignee is responsible for all damages caused by any vessel or otherwise (other than normal wear) to the wharf and the fender piles and the fender system, subject to the following conditions:

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- (1) Fender piles in the Port of Oakland area have a reasonable and useful life of 15 years. Assignee is responsible for full damages to piles in place 5 years or less. After the end of the 5th year, damages will be prorated according to remaining useful life, with the Assignee's responsibility declining on a straight line basis of 10% per year (to be prorated for portions of a year) to zero at the end of the 15th year.
- (2) Damage sustained to the remainder of the fender system shall be payable without any proration.
- (3) Assignee shall not be responsible for any damage that Assignee clearly and affirmatively establishes was caused by operations of a vessel not arising out of or in the course of Assignee's operations.

(f) Assignee is responsible at its own cost and expense for all services, including, but not limited to; services such as central station supervisory alarm service for fire or theft protection, security guards, for utilities (water, electricity or telephone), for re-lamping of lighting fixtures and for all maintenance of the facility or portion thereof assigned.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

SECTION X - A: WHARF ASSIGNMENTS	ITEM NO.
<p style="text-align: center;">WHARF ASSIGNMENT</p> <p>(a) A Wharf Assignment shall commence on the date specified by the Director of Maritime or his/her designee.</p> <p>(b) A Preferential or Secondary Wharf Assignment may be terminated by the Assignee effective not sooner than 30 days after giving written notice of termination to the Port, and may be terminated by the Director of Maritime or his/her designee at any time, effective not sooner than 3 days after giving written notice of termination to the Assignee. Termination of the assignment will not terminate any obligations or liabilities that arose under the assignment prior to termination, including the Assignee's obligation to remove all items brought upon the assignment premises by Assignee.</p> <p>(c) A Temporary Wharf Assignment may be terminated by the assignee when the use for the assigned area has ended; but not before all cargo involved, and all dunnage and debris has been removed by the assignee from the assigned area; provided further that such Temporary Wharf Assignment may be terminated sooner at the discretion of the Director of Maritime or his/her designee.</p>	<p style="text-align: center;">(^) 10110</p>
<p style="text-align: center;">RIGHTS UNDER WHARF ASSIGNMENT DEFINED</p> <p>(a) Subject to all applicable rates, charges, rules and regulations named in this and other sections of this tariff, and subject further to any restrictions, conditions, limitations, and modifications set forth in the Wharf Assignment application itself (MT-Form 150, Standard Application for Tariff Assignment and Tariff Assignment); the Wharf Assignment shall include only the privilege or right to:</p> <ol style="list-style-type: none">(1) Dock vessels owned, operated, or represented by the assignee at the assigned wharf area.(2) Assemble, distribute, load and unload cargo of, or for such vessels, over, under, through or upon the assigned wharf area.(3) Perform such other related activities as may be necessary. <p style="text-align: center;">(Item 10115 continued on Next Page)</p>	<p style="text-align: center;">10115</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: May 15, 2007	EFFECTIVE: July 1, 2007

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<p style="text-align: center;">RIGHTS UNDER WHARF ASSIGNMENT DEFINED</p> <p>(b) The Wharf Assignment is subject further to the provisions that when the assigned berth, wharf, wharf area or facility, or any part thereof is not required for the use of the Assignee or is unoccupied, the Director of Maritime or his/her designee may, at their discretion, assign said berth, wharf area or facility, or any part thereof, to any other persons, as provided in this section.</p>	<p style="text-align: center;">(^) 10115</p>
<p style="text-align: center;">TEMPORARY OR SECONDARY ASSIGNEE'S OBLIGATIONS TO PREFERENTIAL ASSIGNEE</p> <p>Each temporary or secondary assignee at a preferentially assigned berth, wharf, wharf area or facility shall agree, in writing with the preferential assignee, if so requested by the preferential assignee, to share in the berth, wharf, wharf area or facility expenses of the preferential assignee. All amounts due under such agreement shall be payable to and collected by the preferential assignee for their own account. The agreement must be upon a definite basis of division of such berth, wharf, wharf area or facility expenses of the preferential assignee, and such agreement shall be subject to the approval of and a copy shall be filed with the Director of Maritime or his/her designee. In the event of failure to agree as to the basis of division, the matter shall be submitted to the Executive Director, who shall act as an arbiter and his decision shall be final and binding upon both parties.</p>	<p style="text-align: center;">(^) 10120</p>
<p style="text-align: center;">NO TRANSFER OR SUBLETTING PERMITTED OF WHARF ASSIGNMENTS</p> <p>No Wharf Assignment to any berth, wharf, wharf area or facility shall be transferred, assigned or sublet by assignee without the prior written consent of the Director of Maritime or his/her designee. Any violation of this rule shall subject the assignee to immediate cancellation of said Assignment, at the discretion of the Director of Maritime or his/her designee.</p>	<p style="text-align: center;">(^) 10125</p>
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ADOPTED: May 15, 2007	EFFECTIVE: July 1, 2007

SECTION X - A: WHARF ASSIGNMENTS

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TEMPORARY WHARF ASSIGNMENT RATES

- (a) A charge shall be made for all Temporary Wharf Assignments according to use and kind of space assigned on a square foot basis. However, when a Temporary Wharf Assignment states that berthing of a vessel is limited to flooring only, charges other than dockage will not be assessed.
- (b) In addition to charges specified above and assessable under this tariff, Temporary Wharf Assignments shall also be subject to the following charges and provisions:
- (1) For wharf areas, per square foot per day or fraction thereof \$.0036.
 - (2) The charge for a Temporary Wharf Assignment shall be based on space assigned, subject to a minimum charge of one-fourth of the total area of the wharf (including aprons), except as otherwise provided in Paragraphs (3) and (4).
 - (3) When an entire operation is conducted directly between the vessel and cars or barges, the Temporary Wharf Assignment charges shall be as shown in Paragraph (1) based on the square footage of the apron of said wharf, alongside the overall length of the vessel.
 - (4) The Director of Maritime or his/her designee reserves the right at any time to measure and re-measure the space being used or occupied, and should it be determined that space in excess of that assigned under the application is being used or occupied, the measurements and or re-measurements so made shall be the basis for the Temporary Wharf Assignment charge subject to the minimum charge as provided in Paragraph (2). In no case shall all or any part of the space assigned for an outbound vessel be reduced after commencement of an operation. On inbound cargo operations the space assigned under the original application may be adjusted, after expiration of free time, to the basis of actual space used or occupied, day by day, as determined by measurement and or re-measurements ordered by the Director of Maritime or his/her designee.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

EFFECTIVE: July 1, 2007

SECTION X - B: SPACE ASSIGNMENTS

ITEM
NO.

APPLICATION AND CONDITIONS OF SPACE ASSIGNMENT

- (a) Application for Space Assignment (defined in Item 01260) shall be made to the Director of Maritime or his/her designee upon Form MT-150, Standard Application for Tariff Assignment and Tariff Assignment.
- (b) The Director of Maritime or his/her designee may approve a Space Assignment application upon receipt of such application subject to the provisions of this tariff, and to the charges, rates, rules and regulations applicable thereto, and subject to such terms, conditions and provisions contained in the assignment application that are in furtherance of and not in conflict with the provisions of this tariff.
- (c) The making of the Space Assignment and use of the premises by the assignee shall be subject to the condition that the Board and its officers, agents and employees shall not be liable for any injury to or death of any person or damages to property of any kind whatsoever, whether the person or property of the assignee, its agents or employees, or third persons, from any cause while in or on the assigned area or occasioned by any use or occupancy thereof of any activity carried on by the assignee in connection therewith, and that the assignee will indemnify and save harmless the Board, its officers, agents and employees from all liabilities, charges, expenses (including attorney fees) and costs on account of or by reason of any such injury, death, claim, suit or loss however occurring or damages growing out of same. In instances in which the Port's negligence causes or contributes to the cause of any such liability as hereinabove set forth assignee's obligation to exculpate or indemnity and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.
- (d) Assignee shall comply with the liability insurance requirements set forth in Item 10105, Wharf Assignment.
- (e) Assignee is responsible for all damages to and non-structural maintenance of the assigned area subject to the conditions specified in the application of assignment.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

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<p style="text-align: center;">ASSIGNMENT</p> <p>(a) A Space Assignment, and charges therefore shall commence on the date specified by the Director of Maritime or his/her designee.</p> <p>(b) A Space Assignment may be terminated by the Assignee effective not sooner than 30 days after giving written notice of termination to the Port, and may be terminated by the Director of Maritime or his/her designee at any time, effective not sooner than 3 days after giving written notice of termination to the Assignee. Termination of the assignment will not terminate any obligations or liabilities that arose under the assignment prior to termination, including the Assignee's obligation to remove all items brought upon the assignment premises by Assignee.</p> <p>(c) By mutual written agreement a Space Assignment may be terminated on less notice than required in the immediately preceding paragraph (b), provided however, that a new Space Assignment is made to increase the total space required for the same facilities or space. If a new Space Assignment is made for the purpose of increasing space prior to the monthly anniversary date of the assignment, charges for the period used will be prorated on a daily basis.</p>	<p style="text-align: center;">(^) 10140</p>
<p style="text-align: center;">RIGHTS UNDER SPACE ASSIGNMENT DEFINED</p> <p>Subject to all applicable rates and charges and to the rules and regulations in this and other sections of this tariff, a Space Assignment shall include only the privilege or right to:</p> <p>(a) Assemble, distribute, store and handle cargo prior to or subsequent to carriage by water and movement through the marine terminal area.</p> <p>(b) Park vehicles, subject to prior approval of the Director of Maritime or his/her designee.</p> <p>(c) Perform such other related activity as may be necessary; subject further to the provisions that when the assigned area, or any part thereof, is not required for the use of the assignee or is not occupied, the Director of Maritime or his/her designee, may, at their discretion, assign such space or any part thereof, to another.</p>	<p style="text-align: center;">(^) 10145</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: May 15, 2007	EFFECTIVE: July 1, 2007

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

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SECTION X - B: SPACE ASSIGNMENTS

ITEM
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NO TRANSFERS OR SUBLETTING PERMITTED
OF SPACE ASSIGNMENTS

A Space Assignment shall not be transferred, assigned or sublet by assignee. Any violation of this rule shall subject the assignee to immediate cancellation of said assignment at the discretion of the Director of Maritime or his/her designee.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

EFFECTIVE: July 1, 2007

SECTION X - B: SPACE ASSIGNMENTS

ITEM
NO.

APPLICATION OF SPACE ASSIGNMENT RATES

- (a) Except for structural maintenance, a Space Assignment will not include any services, including but not limited to; Central Station Supervisory service for fire or theft protection, security guards, utilities (water, electricity or telephone), relamping of lighting fixtures or any other maintenance of the facility. These and any other services will be at the assignee's sole cost and expense. Upon termination of Space Assignments, the Director of Maritime or his/her designee may require assignee, at their own expense, to restore assigned space to the same condition that existed when the initial assignment was made. Assignee will be liable for the cost of repair and restoration should the Port, at its discretion, proceed to repair and restore assigned space to the condition that existed when the initial assignment was made. (Reasonable wear and tear, damage by fire and the elements, are excluded from provisions of this paragraph (a)).
- (b) Minimum charge shall be for one month, payable in advance, but no less than \$44.00 per month. Monthly assignment periods shall extend from a date in one calendar month to but not including the same date of the next and all succeeding calendar months, except that if there be no corresponding date in the next succeeding calendar month, the last day of that month shall be used. Charges for the termination month will be prorated on a daily basis.
- (c) Any charge assessed by the Collector of Customs, in connection with receipts and deliveries from or to Bonded Storage Space is to be paid by the parties for whose account the service is rendered.

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ITEM
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SPACE ASSIGNMENT RATES

Space Assignment rates will be assessed as contained in the following table which designates the types of areas used and assigned; if and as available: (See Item 10155):

TYPE OF AREA	DOLLARS PER SQUARE FOOT PER MONTH				
	UNPAVED	ROCKED		PAVED	
		Without Lighting or Fencing	With Lighting and Fencing	Without Lighting or Fencing	With Lighting and Fencing
Land	\$.114	\$.141	\$.161	\$.169	\$.21
Truck or Rail Dock Facilities (excludes adjacent or surrounding yard)	ROOFED Includes Nominal Clerical Space Excludes Office Space				With or Without Canopy
	With Doors & Levelers	With Doors No Levelers	No Doors No Levelers	Platforms Only	
	\$.53	\$.45	\$.32	\$.21	
Warehouse Space	First Floor Level \$.33	THIS SPACE LEFT INTENTIONALLY BLANK			
In Bond Storage (See Item 10155)	\$.36				
OFFICE SPACE N.O.S.	Non-Air Conditioned		Air Conditioned		
	\$1.10		\$1.26		

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For explanation of abbreviations and reference marks see Page 10.

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