



DEPARTAMENTO DE ESTADO

Reglamento Número: _____

Fecha de Radicación: _____

Aprobado: Hon. Víctor A. Suárez Meléndez

Secretario de Estado

Por: _____

**PUERTO RICO PORTS AUTHORITY
(PRPA)**

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1.0 Definitions

For the purpose of this document and its rules and regulations, the following terms shall have the following meanings and the use of the term in singular shall include the plural and vice versa. Words or phrases defined in this Section are identified throughout this document by using capital letters at the beginning of such words or phrases. Some terms that might be defined in this section and have no direct reference in this document, have been added because are part of the common lexis spoke at the PRPA.

- 1.1 **Adjacent Islands** - All the islands surrounding Puerto Rico and depending upon its government.
- 1.2 **Agent** – Person or company authorized to transact business for and in the name of another person or company. Person or Company authorized to represent the Vessel Owner and/or Captain and/or the Ship Owner and/or Captain at any of the PRPA facilities in which a Maritime Operation is conducted and who is responsible for the accomplishment of the Terms and Conditions of this Tariff, including the payment of Charges assessed as disposed in this Tariff for the use of facilities as port services and docking.
- 1.3 **Barge and Barge Tank** - A roomy usually flat bottomed boat primarily used for transporting Cargo and which is usually propelled by towing.
- 1.4 **Bill of Lading** – Document issued by a Carrier acknowledging that specified goods have been embarking or disembarking as Cargo from one consignee to other, and which involves the use of at least two different types of transportation (for example: land and sea). The contract of carriage between the shipper and the carrier; it provides a receipt for the goods tendered to the carrier and, in some cases, shows certificate of title.
- 1.5 **Calendar Day** - A twenty-four (24) hour period that shall commence at midnight (12.00am) of one day and shall end at the commencement of the next day.
- 1.6 **Cargo** – Refers to goods and merchandise or whatever that are loaded and unloaded, transported or conveyed in a vessel regardless its nature (fauna, flora, liquid, solid, gas) and how it is packed or managed for transportation, for example and not limited to Containers, units (as motor vehicles), liquids managed through pipelines or within any kind of vase, dry cargo, loose cargo, merchandise in bulk, plants, animals, among other. Any Cargo is subject to measurement conversion as per established in this Tariff, when applicable, for the imposition of tariffs.

- 1.7 **Cargo Container** - Shall mean all types of containers used to carry cargo freight in ships, regardless of whether the container is empty, but shall not include un-containerized bulk cargo.
- 1.8 **Cargo Facility Charge** - A Charge assessed to any inbound or outbound Cargo for maintenance and development of cargo facilities.
- 1.9 **Cargo Vessels** – Any vessel designed for the purposes of carrying Cargo from one port to another. General types of Cargo Vessels are: Dry Cargo Ships, Bulk Carrier, Container Ship, “RoRo” Ship, Tankers, Petroleum Tanker, Chemical Tanker, Trading Vessels, Reefer Ship, Barges, Tugboat, and Dredgers, among any other which primary purposes comply with this definition.
- 1.10 **Charges** – Refers to any tariff, fee, penalty, fine, cost and expenses applicable to a Vessel Owner, Consignee Agent or any person responsible for the use of any PRPA facility, for the purchases of services to the PRPA or resulting from the compensation of damages to the PRPA facilities.
- 1.11 **Commercial Recreational Passenger Vessel** – any vessel carrying seven (7) or more passengers, regardless of its method of propulsion, that can be rent to a third party and/or used for conducting commercial pleasure voyages including, but not limited to, tour services, excursions, public and/or private social activities, sightseeing, fishing and/or diving expeditions, and/or passenger transportation, among others.
- 1.12 **Concession Fee** – Amount Paid to the PRPA by concessions determined by a percentage of the gross sales income after the applicable sales tax is deducted. The applicable sales tax includes but, is not limited to “IVU”.
- 1.13 **Conclusion of Operations** – Refers to the date and time the vessel departs from the pier. The Captain of the vessel is responsible for making a call to PRPA Port Control to register the departure date and time at the DSMS system.
- 1.14 **Container** – A truck trailer body that can be detached from the chassis for a loading into a vessel. Containers may be ventilated, insulated, refrigerated or equipped with interior devices. A container may be 20’, 28’, 40’, 45’, 48’ or 53’ in length, 8’ or 8’6” in width, and 8’6” or 9, 6” in height.
- 1.15 **Contraband** - Anything, whether prohibited or not, that has not been properly disclosed in the Ship’s Manifest and/or Bill of Lading.
- 1.16 **Cruise Incentives** – Remuneration given by any Commonwealth of Puerto Rico governmental entity or any other source to incentive the cruise industry and which has not any direct reduction or credit on the PRPA tariff applicable to the cruise maritime operation.

- 1.17 **Cruise Vessels** - Vessels, designed with cabins, and engaged in commercial activities for transporting or carrying twelve or more passengers, used primarily for conducting pleasure voyages or tour services and which vessel design does not provide for carrying Cargo for commercial purposes and Cargo capacity has been virtually suppressed.
- 1.18 **Cruise Vessels Maiden Voyage** – Means the first time of call to the PRPA facilities of a Cruise Vessel. Any Cruise Vessel, which eventually changed the name or ownership, is not entitled to apply for a maiden voyage privilege.
- 1.19 **“Cuerda” of Land** – Measurement of Land Equivalent to 3,930.40 square meters.
- 1.20 **CWT** - Abbreviation for hundredweight. When used with respect to computation of Wharfage or Demurrage, means (1) by weight, per cwt of 100 pounds; (2) by volume, per cwt of two cubic feet; or (3) board foot measurement in case of lumber, per 24 board feet being equivalent to a cwt of two cubic feet.
- 1.21 **Demurrage (Wharf demurrage)** – Charged assessed against cargo remaining in or on terminal facilities after the expiration of the free time, unless arrangements have been made for storage.
- 1.22 **Dock** - Any structure used for the mooring or berthing of vessels, for the loading and unloading of persons and/or Cargo.
- 1.23 **Dockage** - The Charge assessed against a Vessel for berthing at, mooring or making fast to a Wharf, Pier or bulkhead structure or for mooring to another Vessel so berthed.
- 1.24 **Docking Application Permit** – Form used by a Vessel Owner or Consignee Agent to request authorization to access and use the PRPA’s facilities during certain time period, accordingly to the rules, regulations and tariff.
- 1.25 **Dock and Ship Management Systems (DSMS)** – Interactive web based software application self-developed by PRPA for recording, tracking, management and billing Maritime Operations.
- 1.26 **Empty Container** – Refers to an unoccupied unsealed Container or an unoccupied Container closed with a removal seal, which is available for opening and inspection at any time.

- 1.27 **Emergency Situation on a Vessel** – A sudden, generally unexpected, occurrence or set of circumstances demanding immediate action, thus, requires to call a port for a non-schedule stop due to an immediate risk to health, life, several damage to property or environment, in order to prevent a worsening of the situation, although in some situations, mitigation may not be possible and on-site relief by any civil or government entity not be able to solve even when most of the emergencies are self-evident, in order to occur any emergency call the situation or incidents would require the subjective opinion of the PRPA to decide whether or not it qualifies as emergency.
- 1.28 **Facility Security Officer (FSO)** - Person designated as responsible for the development, implementation, revision and maintenance of the facility security plan and for liaison with the COTP (Captain of the Port) and Company and Vessel Security Officers.
- 1.29 **Facility Security Plan (FSP)** –Plan developed to ensure the application of security measures designed to protect the facility and its servicing vessels or those vessels interfacing with the facility, their cargoes, and persons on board at the respective MARSEC Levels.
- 1.30 **Ferry-** Vessel which is limited in its use to the carriage of deck passengers or vehicles and or cargo, operates on a short run on a frequent schedule between two or more points over the most direct water route, other than in ocean or coastwise service.
- 1.31 **Free Time-**Specified period during which cargo may occupy space on terminal property free of wharf demurrage or terminal storage charges, immediately prior to loading or subsequent to discharge of such cargo on or off a vessel.
- 1.32 **Force Majeure** - Means (a) natural catastrophes such as hurricanes, tsunamis, earthquakes, floods or volcanic activity, among others, (b) military war or civil war related situations, including any kind of contamination, (c) riots, rebellion or terrorism situations.
- 1.33 **Governmental Entity (ies)** - Any of the Commonwealth of Puerto Rico's executive departments, agencies, instrumentalities, administrations, and/or public corporations, including any of the municipalities of the Commonwealth of Puerto Rico. It likewise means the Federal Government, or any of its executive departments, agencies, instrumentalities, administrations, public corporations, etc., except for the purposes of this Agreement the US Customs and Border Protection ("CBP").

- 1.34 **Gross Register Tonnage (GRT)** – Constitutes the official basis used in this tariff to assess dockage and port services and it is normally found in the Ship license or in the international or domestic certificate. If for any reason, discrepancies are found in the GRT recorded for a Vessel, the highest GRT will be the official basis used to assess the tariff.
- 1.35 **Gross Tonnage (GT)** – This term is synonymous with Gross Register Tonnage (GRT) and has been in use since July 18th, 1982 as issued by the International Maritime Organization.
- 1.36 **Harbor Pilot** – Means the licensed local harbor pilot or designate certified harbor pilot. A harbor pilot is an experienced trained and skilled person, who, through practice, acquires the knowledge of the place in which he navigates which qualifies him to direct and visually direct the course of the vessels, along the coast or within the harbor, respectively.
- 1.37 **Harbor Pilot Boat** - A Harbor Pilot Boat is used to transport pilots between land and the inbound or outbound ships that they are piloting. Harbor Pilot Boats can be from 20 feet to over 75 feet in length.
- 1.38 **Harbor Dues** – See Port Service Charges.
- 1.39 **Holidays** – during Holidays the operations or the availability to the PRPA facilities is not affected, however, they could be consider as dispense period for some of the due date requirements. Holidays include but are not bound, nor limited to, the dates granted by the Government of Puerto Rico, the Federal Government and/or PRPA.
- 1.40 **Landing Area** - Any place where it is possible for a Vessel to embark or disembark persons, or load and unload Cargo, directly to or from land.
- 1.41 **Lighter** - A Barge used to transport Cargo from point to point within a PRPA facility. It is usually towed by a tug.
- 1.42 **Manifest (Cargo and Passenger)** – Means the statement submitted complete corrected, validated against vessel discharge and loading by the Vessel Owner and/or Vessel and/or Ship Owner and/or Ship Agent to the different PRPA facilities Regulatory Agencies related to the inbound and outbound passengers and Cargo delivered. The Vessel Manifest statement is supported, but not limited to, by (1) bills of lading describing Cargo and weight, (2) a list of passengers including identity facts like name, date of birth, nationality, sex, among other information, (3) a list of vehicles detailing model, brand, vehicle identification number, weight, among other information, and (4) any other kind of valid documentation which provides a clear description of type of Cargo and weight conveyed.

- 1.43 **Marine Terminal** - A designated area of a port, which includes but not limited to wharves, warehouses, covered and/or open storage spaces, cold storage plants, grain elevators and/or bulk cargo loading and/or unloading structures, landings, and receiving stations. Used for the transmission, care, and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers.
- 1.44 **Maritime Operations – Marine Terminal Operator:** Person or entity that operates one or various terminals at ports, usually under long term lease agreements with local and state governments or port authorities. The marine terminal operator provides receiving and delivery, and other terminal services for the cargoes moving through these facilities.
- 1.45 **Mega Yacht –** Pleasure Craft with 100 lineal feet in length or more.
- 1.46 **Missing Documents –** Lack and/or absence of documents and/or any other information required for billing purposes including, but not limited to, passenger and/or cargo manifest, docking ID, reports, name of other carriers and/or vessels, port of discharge information and/or commodity code, manifest reload at past due dates. Incorrect and/or incomplete and/or missing lot information and/or any other information required that is not provided will be considered as missing document.
- 1.47 **NOS (Not Otherwise Specified) –** Refers to a general tariff, as Dockage, Wharfage, Fees or any other type of tariff that shall apply to a person, Vessel, Vessel Owner or Consignee Agent, whenever any other of the Maritime Operation activities conducted at the PRPA facilities can “not otherwise specified” or can be related to any other particular tariff.
- 1.48 **Operating Days –** See Operating Schedule.
- 1.49 **Operating Hours –** Period of time pre-approved and authorized for conducting on docking permit Maritime Operations at PRPA facilities, while a Vessel is anchored or moored to complete the Cargo inbound and outbound to the Vessel, passengers embarking and disembarking and entrance or removal to and from the Wharf Premises of Cargo by land or to another Vessel so berthed.
- 1.50 **Passenger/Cargo Vessel -** Vessels designed for transporting passengers, motor vehicles and Cargo across a body of water from or to foreign countries or from the United States or any of its Territories subject to enforcement of the US Customs and Border Protection, US Department of Agriculture, and any other Federal Regulatory agency.
- 1.51 **Pier –** Is a walkway structure raised over water, supported by widely spread piles or pillars, extending into navigable water for handling inbound and outbound passengers and Cargo from Vessels.

- 1.52 **Pier Premises** – See Transit Area.
- 1.53 **Pilotage Services** -- Charge assessed by the Commission for Pilotage against a Vessel for the services rendered by a Harbor Pilot for entering or leaving such Vessels between two points from or to the open sea and to any point in the PRPA facilities or for shifting, because a movement of a Vessel between two points within docks or the harbor in the PRPA facilities' limits or a point at the open sea, whenever is required by the PRPA to attain other Vessel's Docking schedule. See definitions Commission of Pilotage and Harbor Pilot for additional information.
- 1.54 **Pleasure Craft** – Refers to a boat, yacht or any other type of watercraft used for personal, recreational or sporting purposes. Its call to the Port is not related with any commercial either profit or non-profit activity for carrying passengers and/or Cargo. For purposes of this document, Pleasure Crafts are divided in three types: Yacht, Mega Yacht and Sailboats.
- 1.55 **Port Service Charges** – Charge assessed against a Vessel for entering to PRPA ports (whether or not it docks anchors, loads or unloads cargo) and receiving thereby the benefits of general services and regulation, which promote commerce and navigation and are unrelated to the use of Terminal facilities and services, that are provided by the PRPA pursuant to the Docks and Harbor Act of Puerto Rico.
- 1.56 **Primary Vessel or Ship Agent** – See Consignee Agent.
- 1.57 **Puerto Rico Harbor Pilotage Commission-** The Commission responsible for regulating the admission of harbor pilots to practice in Puerto Rico and to enforce pilotage regulations, as well as fixing rates and other responsibilities.
- 1.58 **Puerto Rico Port Authority (PRPA)** – Public corporation as created by Act No. 125 of April 7, 1942, (23 L.P.R.A. 331-352), as amended; also identified as the "Authority" or by its acronym "PRPA".
- 1.59 **PRPA Facilities Regulatory Agencies** – Refers to Federal, Commonwealth and Municipal agencies or organizations empowered by law to intervene all Vessels, its Cargo and Passengers while such Vessels are within the jurisdiction of PRPA facilities for the purposes of enforcing the compliance with safety, security, customs, inspection, among others. The PRPA facilities are subject to the US Homeland Security Act, the US Coast Guard, the US Customs and Border Protections, US Department of Agriculture, US Corp of Engineer, US Environmental Protection, US Occupational Safety and Health Administration, among other Federal, Commonwealth and local regulations.

- 1.60 **Quay** - Every structure, embankment or wall protecting from the sea and its waves that part of the waterfront, which said structure, embankment or wall limits.
- 1.61 **Recreational Vessels** – small vessels that do not exceed 300 GT used for entertainment and/or excursions, regardless of its method of propulsion.
- 1.62 **Roll on/Roll off (Ro/Ro)** – Ships or Barges which are especially designed to carry wheeled container trailers, or other wheeled cargo, and use the roll-on roll-off method for loading and unloading.
- 1.63 **Sailboat** - Pleasure Craft with a principal method of propulsion consisting of wind and with more than 50 lineal feet in length.
- 1.64 **Scow** - Large flat bottom boat with broad square ends used primarily for transporting bulk material.
- 1.65 **Self-billing invoice** – refers to the “Self Billing Invoice Form” used for the self-billing procedure, which will be available upon request.
- 1.66 **Self-billing procedure** – the manual billing process that will be followed when the PRPA notifies the customer that the DSMS system its not available. I said case, the customer shall prepared the invoice using the “Self Billing Invoice Form” to report the total charges owed to the PRPA for the use of its facilities and conducted Maritime Operations. The Self Billing Invoice Form must be submitted accompanied by its supporting documentation. In all self-billing procedures, payments must be received at the time the corresponding billing information is submitted.
- 1.67 **Ship Agent** – See Agent.
- 1.68 **Ship’s Manifest (Cargo and Passenger)** – see manifest.
- 1.69 **Small Cargo Vessel** – Refers to a relative small Vessels in size, dimension and capacity Ship usually used for transporting some Cargo (such as bulk or loose Cargo packed in boxes of different size, measure and weight), between Puerto Rico, Adjacent Islands and any near point at the Caribbean.
- 1.70 **Tourist Vessel** – see Cruise Vessels.
- 1.71 **Transit Area** – Open or closed area bordering and adjacent to the Wharf, dock and Pier within a Cargo is assembled for loading on a Vessel, and on which it is discharged for delivery from a Vessel accordingly and during the time authorized for keeping holding, or which it is used for the embarking or disembarking of passengers. For purposes of this Tariff, is a synonym of Wharf Premises and Pier Premises.

- 1.72 **Transshipment Cargo** – Cargo to be transferred from one conveyance to another for shipment, using the PRPA facility as an intermediate destination, from its original and final destination. [Transshipment Cargo shall be subject to penalties or additional tariff Charges whenever such Cargo exceeds the permissible period for completing the transfer.]
- 1.73 **Tugboat (towboat)** - Strongly built powerful boat used for towing or pushing Barges, non-propelled watercrafts or any Vessel.
- 1.74 **Transportation Worker Identification Credential (“TWIC”)** – is a program established by the U.S. Transportation Security Administration and U.S. Coast Guard which provides a tamper-resistant biometric credential to maritime workers requiring unescorted access to secure areas of port facilities, outer continental shelf facilities, and vessels regulated under the Maritime Transportation Security Act of 2002, or MTSA, and all U.S. Coast Guard credentialed merchant mariners.
- 1.75 **Vehicles** - Autos, Motorcycles, boats, Jet Ski, heavy equipment and any other means of transportation with the ability to move without the use of man power.
- 1.76 **Vessel** - Any craft designed to navigate on the water used for the transportation of persons or Cargo. For purposes of this Tariff, a Vessel refers to cruise ships, ferry boat, cruise ferry, Cargo Vessel, Barges, Tugboats, charters, pleasure crafts, and any kind of boat or watercraft either used for commercial or pleasure purposes.
- 1.77 **Vessel Agent** – See Agent.
- 1.78 **Vessel Manifest (Cargo and Passenger)** – See Manifest.
- 1.79 **Vessel Operation Report** – Report prepared by a Vessel Owner or Consignee Agent to inform any Maritime Operations conducted at the PRPA facilities, including arriving and departure time, and type of operations, among other information.
- 1.80 **Vessel Owner** – Refers to the person or entity that possesses the property title of a Vessel or is entitled to conduct business with such Vessel.
- 1.81 **Wharf** - A structure built along or at an angle from the shore of navigable waters for conducting Maritime Operations by berthing or mooring a Vessel in any way that make feasible the loading and unloading of passengers and Cargo. Some wharves are especially designed for handling liquid cargo by pipelines, dry Cargo, bulk merchandise and loose Cargo, and Containers.

- 1.82 **Wharfage** - Refers to the rate assessed by the PRPA for the use of Wharves in the receiving and delivering of Cargo from and to Cargo Vessels, ferry or other vessels designed for carrying any type of Cargo. A Wharfage Charge is assessed for each inbound and outbound Cargo movement over the Wharf by a Vessel, or between two Vessels. All Cargo received on the terminal is due Wharfage.
- 1.83 **Wharfage Agent** – Person or legal entity owner of cargo transport in vessel. Person or legal entity responsible for manifest uploads at DSMS systems and for the payment of wharfage invoices and any other charge related to the cargo declared by operation. In the event the wharfage Agent does not respond for the invoices or fails to upload manifest data to PRPA, the Primary Agent will be liable.
- 1.84 **Wharf Demurrage** - See Demurrage.
- 1.85 **Wharf Premises** – See Transit Area.
- 1.86 **Working hours** - The PRPA facilities Administrative Office operates from Monday through Friday, except on Holidays. See Holidays definition for more information.
- 1.87 **Yacht** – Pleasure Craft with more than 50 lineal feet in length but less than 100 lineal feet in length.

2.0 Conversion Factors

1 kilogram = 2.2046 pounds
 1 pound = 0.4536 kilograms

1,000 kilograms = 2,204.6 pounds = 1 metric ton
 1 metric ton x 1.02 = 1 short ton
 1 metric ton x .984 = 1 long ton

1 Short ton = 2,000 pounds
 kilograms x 2.2046/2000 = Short Tons

1 cubic meter = 35.315 cubic feet
 Cubic meters x 35.315 = cubic feet
 1 cubic meter x 1.13 = 40 cubic feet
 40 cubic feet x 0.88 = 1 cubic meter

1 centimeter = 0.3937 inches
 Centimeters x 0.3937 = inches
 Inches x 2.54 = centimeters

1 meter = 39.37 inches
Meters x 3.281 = feet
Feet x 0.3048 = meters

1 cubic meter = 423.78 feet board measure (FMB)
1,000 FMB = 2.36 cubic meters

1 barrel = 42 gallons = 158.9881 liters

1 cwt = 100 pounds = 2 cubic feet = 24 board feet measure of lumber

1 gallon fuel oil (Bunker "C") = 8.33 pounds;
6.40 barrels per ton of 2,240 pounds;
350 pounds per barrel of 42 gals.

1 gallon lubricating oil = 7.69 pounds;
6.94 barrels per ton of 2,240 pounds;
322.8 pounds per barrel of 42 gals.

1 gallon diesel oil (Navy) = 6.96 pounds;
7.67 barrels per ton of 2,240 pounds;
292.2 pounds per barrel of 42 gals.

1 gallon diesel oil (Commercial) = 7.25 pounds;
7.36 barrels per ton of 2,240 pounds;
304.5 pounds per barrel of 42 gals.
1 gallon gasoline (Commercial) = 6.15 pounds;
8.66 barrels per ton of 2,240 pounds;
258.3 pounds per barrel of 42 gals.

1 gallon kerosene (Commercial) = 6.75 pounds;
7.91 barrels per ton of 2,240 pounds;
283 pounds per barrel of 42 gals.

1 open waste Container = 4.6 short ton =
30 yards = 90 drum bags (55 gallons)

1 "cuerda" of land = 3,930.40 square meters
1 acre of land = 4,000 square meter

3.0 General Rules and Regulations

The rules and regulations are applicable to the Docks, Landing Places, Marine Terminals, Quays, Transit Areas and Wharves or any other PRPA facility which is used for loading or unloading any type of Cargo and embarking or disembarking passengers. Such rules and regulations, as well as tariffs, fees, penalties, fines, and any cost and expenses, shall apply equally to all users of the PRPA facilities. Notwithstanding, (PRPA) is the Commonwealth Agency, which is empowered by law to authorize the harbor entrance to the PRPA Ports, and Adjacent Islands, harbor entrance must be previously authorized by the US Coast Guard.

The PRPA facilities are subject to the US Homeland Security Act, the US Coast Guard, the US Customs and Border Protections, US Department of Agriculture, US Corp of Engineer, US Environmental Protection, US Occupational Safety and Health Administration, among other Federal, Commonwealth and local regulations.

3.1 Operating Schedule

3.1.1 Operating Days and Hours

Maritime facilities are available twenty-four (24) hours a day during seven (7) days a week, subject to previous coordination and approval of Extended Operating Hours.

3.1.2 Extended Operating Hours

Extended hours for conducting Maritime Operations will be authorized upon request. Such request must be filed with the PRPA Operation Office twenty-four (24) hours before noon of the last regular business day before Saturday, Sunday or the Holiday or twenty-four (24) hours before the day for which the Extended Operating Hours is requested. Such Extended Operating Hours shall be subject to Charges as herein thereof. Terminals with exclusive land leases are exempted from requesting extended hours operation authorization.

3.1.3 Office Days and Hours

Office Days and Hours at the Port of San Juan are Monday through Friday from 7:00 am to 11:00 am and from 12:00 noon to 3:30 pm, except Holidays.

Office Days and Hours at the Ports of Arecibo, Guánica, Guayanilla, Guayama and Yabucoa are Monday through Friday from 7:30 am to 11:30 am and from 12:30 noon to 4:00 pm, except Holidays.

3.2 **Consent to Terms of Tariff**

The use of any PRPA facilities, such as Harbors, Docks, Landing Places, Marine Terminals, Quays, Transit Areas and Wharves, shall constitute a consent by the interested parties to abide by all terms, conditions, rules and regulations, and to pay all Charges specified in this document as tariff, penalties, fees, rates, fines and cost and expenses as set forth in this document.

In addition, all users of the PRPA facilities are solely required to comply with any and all municipal, Commonwealth of PR and federal regulations for conducting business.

PRPA has no obligation to provide storage or accommodation for property which has not been transported, nor is intended to be transported by water to or from the PRPA facilities; nor has the obligation to provide Docking, Wharf, storage or service beyond reasonable capacity of the facilities; nor has the obligation to provide extended storage for any property in the course of normal operations, beyond a period of time determined.

3.2.1 **Jurisdiction**

Jurisdiction for any action whether in law or equity and whether founded in contract or in tort, brought by any user against the PRPA arise from or incidental to the user's operations on property of the PRPA and/or its use of services or facilities, shall lie exclusively in the US District Courts or the Commonwealth of Puerto Rico Courts, as applicable.

Ports under the jurisdiction of the PRPA mean all the ports of Puerto Rico according to the Docks and Harbors Act of Puerto Rico, No. 151 of June 28, 1968 (23 L.P.R.A. 2101-2801), as amended. The berths which are part of Piers or Maritime Terminals owned by private persons or entities or by any other governmental entity and which are not owned or in possession by the PRPA are included solely for general regulation benefits which might be applicable with safety objectives, but not for dredging responsibility objectives nor safeguarding of property belonging to the particular terminal or Pier operator's watchman services objectives. No terminal facilities at Ponce and Mayagüez are under the control or administration of the PRPA.

3.2.2 **Severability Clause**

If any provisions of this regulation to any person or circumstance are declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of the remainder of the regulation or its application.

3.3 **Responsibility and Liability**

The Charges provided in this document do not include any expense of property or any other insurance covering owner's interest.

3.3.1 **Insurance**

All stevedoring companies and/or Vessel or Ship Agent or Vessel's sub-contractors shall be responsible to provide PRPA evidence of carrying a bodily injury liability insurance and property damage liability insurance, for which they must furnish certificates of insurance. Such insurance shall be in amount not less than \$1,000,000 combined single limit and for contract terminal operators not less than \$1,000,000.

The stevedoring firms and/or Vessel or Ship Agent or Vessel's sub-contractors, or other contractors must submit, on an annual basis, evidence of the renewal of the liability and property damage liability insurances. The PRPA facilities may require higher limits and the Authority may request an increase in the limits when deemed necessary.

The stevedoring firms and/or Vessel or Ship Agent or Vessel's sub-contractors, or other contractors shall maintain and submit to the PRPA on an annual basis a certificate of coverage issued by the Puerto Rico Workers Compensation Insurance or CFSE ("Fondo").

Companies without an approved insurance coverage and or CFSE certificate will not be allowed to operate on the facilities.

3.3.2 **Hold Harmless**

All users of the PRPA facilities shall hold harmless, indemnify and defend the PRPA from and against any and all causes of action, suits, claims, damages, and demands of whatsoever kind or nature including, but not limited to, claims for consequential damages, claims for personal injury, wrongful death, breach of contract, property damage or destruction, natural resource or environmental damages, losses of income and/or earnings, civil or criminal fines or penalties, liabilities, attorney's fees, expert witness fees, court cost and all other costs and expenses arising from or incidental to the users' operations on the PRPA facilities.

No provision in this document shall limit or relieve PRPA from liability nor shall be required to indemnify and hold harmless for the PRPA own negligence.

The PRPA will provide a proper disclosure of this document through different media. However the PRPA facilities' users are totally responsible of obtaining knowledge of the PRPA facilities' rules, regulations and restrictions, as well as the applicable tariff herein thereof.

3.3.3 Liability for Loss, or Damage Limited

Except as may be directly caused by its own negligent acts or omissions, the PRPA shall not be responsible for loss of any freight being loaded at the facilities, nor for damage to or loss of freight on or in its facilities, by fire, leakage or discharge or water from fire protection sprinkling system; collapse of buildings, sheds, platforms, Wharves, subsidence of floors or foundations; breakage of pipes. At no time the PRPA shall be liable for loss or damage caused by rats, mice, moths, weevils or other animals or insects.

The PRPA shall not be liable for any delay, loss or damage arising from strikes, tumult, insurrection, riot, sabotage or Force Major, nor from any of the consequences of these contingencies.

On all shipments received at the PRPA facilities where shippers and/or consignees do not have a representative present at the Dock to check or make receipt for the shipment, the check count or measurement made by the PRPA Pier Attendant will be complete without further liability to the PRPA.

The PRPA will not be liable for any abandoned property.

3.3.4 Indemnity Bond or Letter of Credit

Maritime Customers must furnish Indemnity Bond and/or Letter of Credit, insuring the PRPA against loss of any funds and/or indemnifying the PRPA in full for the payment of bills that accrue as a result of dockage, port service fees, cargo and passenger wharfage, water sales, storage, rentals leases, warehousing, Demurrage, electricity and any other Charges that may accrue for services rendered by the PRPA.

A PRPA credit evaluation commission shall evaluate and determine the initial amount of the required Bond and/or Letter of Credit. After the initial amount is set, APPR Finance Department may, from time to time, adjust the required amounts based on customer payment history and/or any other parameters deemed necessary.

3.3.5 Damages to Facilities

Vessels Owners or Consignee Agents, and any other users of the PRPA facilities, shall immediately report in writing any damage to the PRPA facilities caused by them and shall be held responsible for all the respective damages determined. PRPA might detain any Vessel or other watercraft until the responsible users of the facilities have reported any damage caused by them to the PRPA. During such detention, the Vessel shall continue assessing any applicable tariff.

Damages to facilities include the actual cost and expenses incurred, without limiting, from any contractor and/or associated PRPA's labor, use of equipment or equipment lease, costs of materials, among others, being these damages the result of:

- (a) Willfully or carelessly destroy, damage disturb, deface, or interfere with any buoy, float life preserver, sign, notice or any other PRPA property whatsoever under its jurisdiction or by its custody;
- (b) Damage done to any Wharf, wharf premise, facility or other property owned by PRPA or in the possession of, or under the supervision, management or control of PRPA.

In the event any damage is done, the person or persons causing, responsible for, or in any way connected with such damage and the person or persons to whom the Wharf, Wharf premises, facility or other property owner, operator, or Consignee Agent of any Vessel, vehicle, or other property involved in such damage, shall promptly file with PRPA a full report thereof stating (i) the date and hour the damage occurred, (ii) the names and (iii) address, or, if unknown, (iv) a description of witnesses and other persons, vessels or entity involved in the damage, as well as all (v) other pertinent facts and information that may be available and useful.

Once assessed the damages to the PRPA facilities, the person, Vessel, Consignee Agent or anyone responsible thereof for such damages shall be charged and held liable for any Charges resulting from the cost and expense of the replacement or repair of the property so damaged or destroyed.

Any person that refuses neglects or fails to make or give such report in the form and manner aforesaid is subject to applicable, tariff, penalties and fines as herein established in this document. In addition, PRPA reserves the right to deny the use of PRPA facilities until PRPA has been fully reimbursed for any such damage.

3.3.6 Access of Officers and Employees

Officers, and employees of PRPA may, from time to time, perform inspections and/or investigations in order to enforce the compliance with the provisions included in this regulation. In order to perform said duties, properly identified PRPA officers and/or employee shall have the right to access Vessels, Wharfs, Warehouses and/or sections of the Puerto Rico waterfront. No person shall obstruct or intervene in any form with such officers or employees during the performance of their duties.

PRPA auditors and/or investigators, will have the authority, at any time, to conduct audits or investigations through all Vessels, Wharfs, Warehouses, sections of the Puerto Rico waterfront, and any other maritime operation conducted on the PRPA facilities. The documents and information provided or obtained, for an audit or investigation will be treated as confidential. No person shall obstruct or intervene in any form with such auditors or investigators during the performance of their duties.

3.4 **Pilotage Services**

3.4.1 **Harbor Pilot's Charges**

Pilotage services to Vessels conducting business or activities at the PRPA facilities are accessible through the Vessel or Ship Agent at the Vessel's cost based on the Pilot's own tariff. Charges are due and payable to the Harbor Pilots. PRPA is not responsible or liable for services given by the Harbor Pilots.

3.4.2 **Harbor Pilot Boat**

PRPA shall provide space at the Wharf to place the Harbor Pilot Boats at no Charge.

3.4.3 **Sea Operation Waiver**

PRPA shall waive the Harbor Pilot's sea operation for the purposes of:

3.4.3.1 **Permits**

The Harbor Pilot is granted with a full waiver for conducting business at the PRPA facilities and is not required to submit Docking Application Permit.

3.4.3.2 **Tariff Exemption**

The Harbor Pilot Boat is waived from the payment of Port Services Charges and Dockage fees while conducting business at the PRPA facilities.

4.0 Property Usage, Restrictions and Limitations

4.1 Space Usage and Allocation

PRPA shall control the usage and allocation of all available space on its properties. All persons using the PRPA facilities in any manner shall strictly coordinate the usage with the PRPA authorized representative and comply with such allocation of space.

PRPA may move freight or other articles, at Vessel Owners' or Consignee Agents' risk and expense, in order to enforce this section.

In all cases, the objective of space allocation is to insure maximum flexibility and utilization of available space, both covered and open, and the PRPA shall be the sole judge in this matter.

4.1.1 Special Accommodations

Special accommodations are provided to related Regulatory Agencies based on the following two criteria:

4.1.1.1 Law Enforcement

PRPA allows the access to the PRPA facilities at no cost to any Regulatory Agency ruling duties and activities at Maritime Ports. Such access is limited to the free use of the PRPA facilities during the time that endures the performance of such law enforcement tasks.

4.1.1.2 Office Space

Additional office space, whenever is available, for the purposes of establishing an office location at the PRPA facilities, may be subject to the cost, terms and conditions upon agreed by the PRPA and the concerning Regulatory Agency.

4.2 Emergencies

Anyone at the PRPA facilities that becomes aware of an emergency situation of any nature shall notify a PRPA Pier Attendant or any available PRPA employee by the fastest means, while taking such immediate direct action as may be appropriate.

In case of fire on board a Vessel docked, such Vessel should sound five (5) prolonged blasts of its whistle or siren, each blast to be from four to six seconds duration, to indicate a fire on board, or on the Wharf at which the Vessel is berthed. Such signal should be repeated at intervals to attract attention and be used as an additional method for reporting a fire.

4.3 **Facilities Maintenance**

All users of PRPA facilities shall be held responsible for cleaning the facilities after using them, including adjacent aprons and gutters. If the facilities are not properly cleaned, PRPA shall order it's cleaning at the cost and expense of the responsible party or user. PRPA shall bill any cost for labor, use allowance and materials incurred to do so and any expense for contracted services, if required and applicable. Refer to Cleaning Tariff article 9.5.2.

Areas subject to PRPA facilities janitorial services are exempt from this rule unless abuse by the user. In the case of abuse, the user and/or the user Vessel Agent will be charged for the cleaning and any repair needed.

4.4 **Inside Fencing Restrictions**

PRPA must authorize all fencing inside transit sheds, warehouses and Marine Terminals. All original fencing or subsequent modifications will be installed at the expense of the user of the PRPA facilities. After installation, the fencing becomes property of the PRPA; however, PRPA reserves its rights to require its removal by the party installing it, in the event of vacating the facility or for any other just cause.

4.5 **Motor Vehicles Activities**

Following are the restrictions relevant to motor vehicles activities at PRPA facilities. PRPA is authorized to remove from the property any vehicle that violates this section at the risk and cost of the vehicle owner or use

4.5.1 **General Public Parking**

All motor vehicles entering PRPA facilities, not engaged in the transportation of Cargo, shall park in the areas designated by the PRPA Security Officers. Certain parking specifications and restrictions may apply according to evacuation plans, and time limitations.

4.5.2 **Cargo Vehicles**

Any motor vehicles engaged in the transportation of Cargo, and its driver, must have comply with all security requirements, including identification cards and vehicle register, accordingly to the Facility Security Plan. No access shall be provided to any unauthorized vehicle's driver and/or passenger or worker.

4.5.3 **Storage of Motor Vehicles**

Authorized storage of any motor vehicle shall first require drain of all gasoline or other liquid petroleum products, except in the event that PRPA has authorized isolated areas for such purposes.

4.5.4 **Loading Zones**

It is prohibited to park automobiles in any prohibited area or to park any automobile, truck, trailer or any other vehicles in loading zones for a period longer than the necessary to load or discharge Cargo or passengers.

4.5.5 **Speed Limit on Wharves**

Any person operating or driving a motor vehicle or other vehicle upon any Wharf, or within any transit shed, warehouse, or enclosed Marine Terminal area, or in any other area where Cargo is actually being handled, shall operate or drive the same at a careful and prudent speed or at a rate of speed not greater than ten (10) miles per hour, having due regard to the traffic.

It is prohibited for any person to operate or drive a motor vehicle or any other vehicle at such a rate of speed or in any manner so as to endanger the life, limb or property of any person, subject to penalties that may include fines and/or revocation of permits or access privileges.

4.6 **Persons Not Allowed on Certain Premises**

Any person under the influence and/or who appears to be under the influence of alcohol and/or illicit drugs shall not enter or be allowed to remain on any terminal and/or any other premises where flammable or combustible liquid cargo is present or is being handled. Any person acting and/or behaving in a disorderly manner is prohibited from handling and/or remaining in an area where flammable or combustible liquid cargo is present.

4.7 **Prohibited and Restricted Activities**

The following activities are prohibited or restricted at PRPA facilities. PRPA assumes no responsibility for the occurrence of injuries or any kind of damages resulting from a violation to this section, including any aggravate from law enforcement intervention. Violations of any prohibited or restricted activities are subject to fines as described herein thereof.

4.7.1 **Smoking**

Smoking or lighting a match, in any area at the PRPA facilities for which the Commonwealth of Puerto Rico Fire Service or any other Regulatory Agency prohibited so, except if done on any smoking designated areas, if any, is existing or available at any of PRPA Ports.

4.7.2 **Loitering**

PRPA shall deny or limit the access to PRPA facilities to any person loitering.

4.7.3 **Solicitation**

Solicitation in any way or purposes is prohibited for any person. PRPA can deny access to such persons to the PRPA facilities.

4.7.4 **Peddling**

Peddling or carrying on any business on PRPA is prohibited, except when a special and limited time permit is obtained from the PRPA to do so. In such cases, PRPA shall deny or limit the access to PRPA facilities to any person who may still peddle after any permit given for a sole purpose is expired.

4.7.5 **Fishing**

Is prohibited to any person, Vessel Owner, Consignee Agent or operator thereof used in any manner, any berth Wharf, Wharf premise, or other area under the jurisdiction of the PRPA facilities without first securing an assignment or other permission to do so.

4.7.6 **Diving or swimming**

Is prohibited to any person from any Vessel, Dock, Wharf, Pier or premises. Diving as part of conducting under the water works, shall required authorization or permit from PRPA. Terminals with exclusive land leases are exempted from requesting extended hours operation authorization.

4.7.7 **Signs**

Signs painted on structures of PRPA facilities or erected or displayed by the users without prior approval from PRPA are prohibited. PRPA shall have approved the design, material and size of said signs on a uniform basis. Signs and labels required by federal and state regulation shall be exempted from this requirement.

4.7.8 **Disorderly manner behavior**

Is prohibited, especially if such behavior is offensive and hostile, in which case, persons may be subject to law enforcement.

4.7.9 **Making Fast or Remaining at Wharf without Consent:**

Is prohibited, or to cause or permit any Vessel to be made fast, to any Wharf, or to cause or permit any Vessel to remain fastened to any Wharf, or to be or remain moored immediately in front thereof, without the consent of the PRPA.

It is prohibited for any Vessel to remain fastened to any Wharf, or to remain moored immediately in front thereof, after the consent to remain fastened or moored has been revoked or withdrawn by the PRPA.

Any Vessel fasten to or moored in front of any Wharf, or remaining fastened to or moored in front of any Wharf, in violation of this section, shall be subject to penalties (article 7.5.2) and removal by or at the orders of the PRPA and at the risk and cost of such Vessel, its Consignee Agent or Vessel Owner.

4.7.10 **Vessels Extending Beyond a Pier or occupying an outside berth area:**

Every vessel lying at any wharf whose stern or bow extends beyond the edge or end of any Wharf, and every Vessel lying alongside another Vessel berthed at a Wharf (outside berth), while occupying such position without proper authorization, shall be responsible for any and all damages to itself and to any other Vessel.

5.0 Security, Safety and Environment Regulations

5.1 Security

PRPA Ports are ruled by the US Homeland Security Act, U.S. Coast Guard, US Customs and Border Protection and US Department of Agriculture. These Regulatory Agencies work in full coordination with PRPA to ensure the prompt response for each party whenever it is required as part of the implemented operational plan and the Facility Security Plan. All persons entering the PRPA facilities must abide by the terms of the US Homeland Security Guidelines, US Border Patrol and the Maritime Security Transportation Act. PRPA has in place the following programs: (i) International Port Security Programs, (ii) MARSEC levels for response, (iii) Transportation Worker Identification Cards (TWIC), (iv) Vessel inspections, (v) Cargo inspections, (vi) Passenger inspections, among others, as required and enforced by law or any Federal or Commonwealth of Puerto Rico regulation.

5.1.1 Identification Cards on Restricted Areas

Access to PRPA premises including, but not limited to wharfs, bulkheads, docks and/or maritime operational areas, that are not identified as general public areas, will be restricted and limited to properly identified passengers in transit, outbound or inbound vessel crewmembers, terminal operators and employees, PRPA and Regulatory Agencies personnel. Access shall only be provided to authorize personnel holding valid PRPA issued identification card, together with the TWIC.

Aside from the initial issuance of the PRPA identification card and TWIC, it is the responsibility of the personnel to cover the expenses related to the renovation, replacement and/or issuance of duplicate for said documents. It is also the personnel's responsibility to carry said documents at all times when in premises.

PRPA general public areas include, but are not limited to passenger terminal lobby, general public parking and offices, among others.

5.1.2 Identification Cards

All PRPA employees shall carry at all times a valid PRPA issued photo identification card, in addition to the TWIC. Aside from the initial issuance of the PRPA identification card and TWIC, it is the responsibility of the personnel to cover the expenses related to the renovation, replacement and/or issuance of duplicate for said documents. It is also the personnel's responsibility to carry said documents at all times when in premises.

Foreign flag Vessel Owners and/or Vessels and/or Ship Agents shall require crewmembers disembarking in the PRPA facilities, wharfs, piers, docks and/or bulkheads to carry a valid photo issued identification card. US Coast Guard shall verify the compliance with this requirement.

Foreign flag Vessel Owners and/or Vessels and/or Ship Agents will be responsible for the payment of any fine imposed to and/or by the PRPA for failing to comply with this provision.

5.1.3 **Preventive and General Security Services**

The Puerto Rico Police and the PRPA Security Officers shall patrol PRPA facilities to prevent and avoid crimes and law violations as well as other general law enforcement actions.

No parking allowed next to PRPA facilities or Port facilities fencing or perimeter.

PRPA Security Officers shall oversee and protect PRPA properties and shall collaborate and assist the Puerto Rico Police in any investigation or situation resulting from a law infringement within the jurisdiction of PRPA facilities.

PRPA Security is not responsible in any manner for the custody of property, Cargo, vehicles, Vessels or facilities of the users in the premises of the PRPA facilities.

5.1.4 **Individual Security for Maritime Operations**

All the users of PRPA facilities shall be held responsible of providing their own security when they have Cargo, Vessels, or any other property on Pier Premises. Watchmen used by Vessels, among other users, must comply with additional requirements to the PRPA, besides the ones applicable for the identification cards holders. The Facility Security Officer shall maintain an updated list of all watchmen on service.

5.1.5 **Inspections**

PRPA Security Officers as well as those hired by the shipping companies, Vessel or Ship Agent or stevedoring companies may inspect any motor vehicle at the entrance or exit of any of the Pier facilities when they deem it pertinent.

Cargo, motor vehicles and passengers are subject to Regulatory Agencies who must conduct inspections to passengers, Cargo and motor vehicles traffic as Cargo, at their entrance or exit as part of their ordinary and law enforcement duties.

5.2 **Safety and Environmental**

5.2.1 **Empty Drums and other containers not allowed on Wharf**

Empty drums, tanks, barrels, and other vases, used for the storage or transportation of gasoline, distillate, kerosene, or other flammable products, shall not be allowed to remain on any Wharf or landing area after sunset of the day received without securing special permission to do so from the PRPA facilities, subject to the approval of the US Coast Guard.

5.2.2 **Explosives, Inflammables, Unlawful Objects, Controlled Substances and Hazardous Material**

Explosives, inflammables, unlawful objects (such as stolen vehicles, contraband, guns and ammunitions, among others), controlled substances and other hazardous commodities or materials will not be handled over or received on the wharves or other facilities of the PRPA until and/or unless previous approval is obtained from the US Coast Guard, and all applicable federal, state and local laws, regulations and ordinances relative to air quality, solid waste management, hazardous waste management, hazardous or toxic substances or the protection of human health or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), the Hazardous Material Transportation Act (49 U.S.C. Section 1801, et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Air Act (42 U.S.C. Section 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.) and the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.) /or any other Federal and/or Local Government Agency with interest over the matter as may be determined by the PRPA.

Such approval must be obtained by presenting to the PRPA, the US Coast Guard form titled "Application and Permit to Handle Hazardous Materials" not less than 48 hours prior to the ship's arrival. Ships transporting such materials without the intention of discharging, pursuing only to be berthed at the PRPA facilities, shall also notify the US Coast Guard and the PRPA at least 48 hours prior to the ship's arrival and provide said information in the Docking Application and Permit.

PRPA may refuse the use of its facilities or water-front for the handling, stowing, loading, discharging or transportation of such explosives or dangerous articles which are considered by the PRPA as undue burden of risk or exposure to risk. Shall not discharge, release, leak, or emit, or permit to be discharged, released, leaked, or emitted, any Hazardous Material into the atmosphere, ground, soil, sediment, groundwater, sewer

system, or any body of water, if that Hazardous Material. The presence, disposal, release, or threatened release of any Hazardous Material on, from, to, under, or otherwise affecting the soil, water, vegetation, buildings, personal property or animals.

Whenever a Ship transporting explosives, inflammables or other hazardous materials is berthed at the PRPA facilities, a copy of the Hazardous Cargo manifest shall be filed with the PRPA at least 48 hours prior to the ship's arrival. Provide all information regarding the use, generation, storage, transportation, treatment, disposal of, or other management of Hazardous Materials that is requested by the Authority.

Any Cargo in violation of any Federal and/or Local Statute of Law must not be discharged from the Vessels or moved from the PRPA facilities until the corresponding Regulatory Agency with interest over the matter arrives, inspected the goods, performs an investigation and decides upon the matter. Authority and its employees or agents, shall have the right to request and obtain copies or reports and notices concerning compliance with all applicable environmental laws and regulations, permits, and licenses. These monitoring activities may include, among other things: physical inspections, tests and sampling; installation, service, and inspection of environmental monitoring devices; examination and copying of documents of records dealing with Lessee's compliance with environmental laws, regulations licenses and permits

No Cargo in this section can be removed from the PRPA facilities without the PRPA written consent. Vessel Owners, Consignee Agents, users, contractors and/or stevedores will be denied future access to the PRPA facilities if they violate this provision.

Vessel Owners, Consignee Agents, users, contractors and/or stevedores will be responsible for any and all the damages caused to the PRPA as a result of the improper handling of the cargo mentioned in this section.

5.2.3 International Garbage from Vessels

It is prohibited to unload, remove or discharge, or cause, suffer or permit to be unloaded, removed or discharged, from any Vessel any garbage or waste material of any kind coming from foreign countries to be discharged as domestic garbage. However, PRPA shall accept the disposal of such garbage or waste material, subject to previous approval from the pertinent Regulatory Agencies, and the coordination and assurance of complying with US Coast Guard, the US Department of Agriculture and US Homeland Security. For such purposes, the Vessel or Ship Agent shall contract an independent waste disposal collector at its own cost and expense.

5.2.4 **Fire Fighting Apparatus**

It is prohibited for any person obstruct or interfere with the free and easy access to, or to use, remove or in a manner disturb, any fire extinguisher, fire hose, fire hydrant, or any part of any fire sprinkler system, or any other fire fighting appliance or apparatus installed in or upon any Wharf, warehouse or other building, structure or premises, under the jurisdiction of the PRPA facilities, except for the prevention of fire. However, that nothing herein contained shall prevent making necessary repairs or tests by any person duly authorized to do so.

5.2.5 **Pollution of Air, Water and Land**

It is prohibited for any person, firm or corporation to deposit, place or discharge into the waters of the PRPA facilities and facilities any Ballast, Dunnage, sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid or solid matter, oil, gasoline, residuum of gas, calcium carbide, tar or refuse, or any other material which is capable of producing floating crust or scum on the surface of the water, sediment or obstruction on the bottom of the waters, or odors or gases or putrefaction, either on land or in water.

Hazardous Materials are used, stored, generated, or disposed, the Premises and other facilities become contaminated as a result thereof, shall indemnify and hold harmless the Authority from any and all claims, damages, fines, judgments, penalties, costs, and liabilities (including, without limitation, any decrease in the value of the Premises and other facilities not corrected by remediation, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on the value of the Premises and other facilities, and any sums paid for settlement of claims approved by Agent, reasonable attorney's fees, and consultant fees), arising from such contamination, whether such contamination is discovered at any time during the term of this tariff or after this tariff has terminated, expired or been cancelled. This indemnification includes all reasonable costs incurred because of (i) environmental investigation of the site, and (ii) any necessary and proper clean-up, removal, or restoration mandated by a Federal, Commonwealth, Local or Municipal agency or political subdivision other than the Authority itself.

All Vessels and all persons using the PRPA facilities shall take every precaution to avoid polluting the water, air and/or land. PRPA together with Federal and Local Government Regulatory Agencies shall strictly enforce water, air and/or land pollution control procedures. All regulations shall be severely observed.

Vessel Owners, Consignee Agents, users, contractors and/or stevedores will be responsible for any and all the damages caused due to

incompliance with said regulations and/or the improper handling of pollutants.

5.2.6 Radioactive and/or Missile Materials

No person shall store, keep, handle, use, dispense or transport at, in, or upon any facility or other property under the jurisdiction and control of the PRPA facilities, any special nuclear material, including, but not limited, to Uranium 233, Uranium 235, Plutonium 239, Plutonium 241; any source material, including, but not limited to, uranium and/or thorium; any irradiated fuel elements; any new reactor fuel or elements thereof, any radioactive material moving under special permit or escort without at least 48 hours prior written notice to obtain all applicable environmental permits and licenses from the appropriate Federal, Commonwealth, Local and Municipal agencies, such as, but not limited to, the U.S. Environmental Protection Agency ("EPA"), the U.S. Department of Transportation ("DOT"), the U.S. Nuclear Regulatory Commission ("NRC"), the U.S. Department of Energy ("DOE"), the U.S., Occupational Safety and Health Administration ("OSHA"), the Federal Communication Commission ("FCC"), the Environmental Quality Board, the Department of Natural Resources and Environment and receipt of special permit from the US Coast Guard, and the PRPA, provided however, that only advance notice is required for the movement of medical or industrial isotopes other than those specifically included in the aforementioned, when packaged, marked, labeled and limited as to quantity and radiation emissions in accordance with the US Coast Guard regulations relating to the transportation of explosives and other dangerous articles.

5.2.7 Sand for Absorbing Waste Oil

Suitable sand shall be kept in buckets and used for absorbing waste oil which may fall upon the floors or Wharves, and such sand, when saturated, shall be removed to a safe place outside the Wharf and facilities. It shall be the duty of persons holding berth assignments to comply with and enforce this role in the Wharves assigned to them.

Special garbage disposition will also be coordinated with an authorized and licensed waste disposal collector coordinated by the PRPA facilities.

5.2.8 Spark Protector Necessary

Every steam or spark-producing engine when used upon any Wharf or landing area, and every pile driver when working on or alongside any Wharf, must have upon its smokestack a bonnet or spark catcher that will prevent sparks from falling upon such Wharf or upon the deck of any Vessel.

In operating any donkey or hoisting engine in or under any shed, there must be, provided by the owner or operator a bent or curved pipe, with spark arrest, extending to the outside of the shed, and owners or operators of such engines must clean and remove all ashes, cinders and waste coming out of engines.

6.0 Port Service Charges

Charge assessed for promoting maritime commerce and navigation under the Docks and Harbors Act of Puerto Rico, 23 LPRA, § 2201, et seq. Port service Charges are assessed and payable whether or not a Vessel uses Wharf, Pier, and bulkheads, Passenger or Cargo Terminals. Port Services Charges shall be used by PRPA, without limitation, to contribute to the maintenance dredging of port and harbor navigation channels (not terminal or berthing areas) to the extent not performed by the US Army Corps of Engineers; construction of dikes when and where needed; assistance and/or supervision of navigation when and as needed, including for example lookout stations, radio communications; clearance of debris from navigation channels; investigation of accidents; provision of PRPA Port Captains; and administration of the Docks and Harbors Act provided within port and harbor areas or through the Ports Authority's central offices.

Docking Application Permit must be submitted within a period not lesser than twenty-four (24) hours before arriving time and such forms has to be approved before Vessel approaching, except for those special Maritime Operation that shall expressly require this document prior period submission for the Docking Application Permit.

Unless any Vessel is fully or partially exempted of the payment of Port Service Charges every Vessel shall pay Port Service Charges, based on the following:

6.1 Measurement Application

Port Service Charges shall be assessed per gross register ton (GRT) or gross ton (GT) of the Vessel (including Tugboats) as appears in the Ship license or in the International or Domestic certificate or US Coast Guard or Lloyd's Register. The source that provides the highest tonnage will be the one used by the PRPA to assess the rate.

6.2 **Term of Application**

The period of time for which Port Service Charges shall be assessed against a Vessel shall commence when such Vessel is authorized by the PRPA Port Control to enter to the harbor (buoy1) and such period shall continue until such Vessel exits the harbor (buoy1) and goes beyond the harbor perimeter.

Port Service Charges shall be assessed during such period of twenty-four (24) hours or fraction thereof, unless the Vessel is an annual license holder or if the Vessel is allowable to a full exemption of Port Service Charges.

6.3 **Open-end Charges**

Port Service Charges shall be assessed for each period of twenty-four (24) hours or fraction thereof during which a Vessel stays at any harbor in Puerto Rico or Adjacent Islands, regardless if such port is property of PRPA or not, based on the following rates. Any partial exemption given accordingly to this Tariff shall be computed based on the actual open-end Charges.

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6.3.1 **Exceptions on Assessing Port Services Charges**

6.3.1.1 **Vessels or Activities Fully Exempted**

- (a) **Harbor Pilot Boats**
- (b) **Pleasure Fishing Vessels** or ships bringing its own catch to be unloaded in Puerto Rico. (Commercial Fishing Vessels are exempt from this category).
- (c) **Passenger non Cargo Vessels** - Cruise Vessel, Tourist Vessel, Passenger Vessel, Mega Yacht, Commercial Recreational Passenger Vessel and/or Ferryboat when not engaged on carrying cargo activities.
- (d) **Replenishment call** – Any vessel entering a PRPA Port exclusively for replenishment of goods and services, such as water, provisions, and/or fuel, spare parts and appurtenances in order to continue its voyage. Performance of any other activity, other than the replenishment of goods stated in this provision, will deprive the vessel from this exclusion.

- (e) **Emergency call** – Every Vessel entering a PRPA Port with the purpose of loading or unloading dead, wounded, sick persons or things in aid of persons injured by disasters, which have occurred in Puerto Rico or in any other country, shall be exempted by PRPA.
- (f) **Government Vessels** - Any Ship, which is property or under the control of the governments of the United States, Puerto Rico or foreign countries, not engaged in marine trade.
- (g) **Non-profit** - Every Vessel used for research and/or studies belonging to non-profit organizations and in non-revenue operations at the port.

6.3.1.2 **Partial Exemptions or Restricted Conditions for Port Service Charges Exemptions**

- (a) **Indispensable Vessel Repairs:** Every Vessel which reports an Emergency Situation on a Vessel entering on a PRPA Port exclusively for making indispensable repairs in order to continue its particular voyage. Indispensable repairs mean those necessary to allow the normal seagoing movement of the Ship such as: Repairs of the propellers, rudder, fuel or water supplies systems, generators, navigational lights, hull repairs which if not made will endanger the Ship navigation. To qualify for this exemption the Consignee Agent, Vessel Owner or Master shall provide evidence of proof and certify beforehand the repairs to be made and estimate termination time of the repairs to the Pier Attendant Officer or the PRPA Maritime Bureau Authorized Representative. Based on such evidence, PRPA shall grant a full or partial exemption to such Vessel.
- (b) **Passenger/Cargo Vessels or Ferryboat:** Any types of Passenger/Cargo Vessels or Ferryboat Vessels carrying cargo are granted with a 50% exemption of Port Services Charges.
- (c) **Scheduled Maintenance non-regular Itinerary Vessels:** Vessels with regular and non regular services on PRPA Ports requiring entrance for conducting maintenance shall only be assessed with a 25% of Port Services Charges.
- (d) **Weather Conditions:** Vessels remaining in the harbor due to poor weather conditions that do not allow its departure, as confirmed by the National Weather Center and US Coast Guard, shall be shall not be penalize with additional Port Service Charge.

- (e) Force Majeure: Vessel remaining in the harbor due to force majeure and not allowed for the timely departure shall not be penalized with additional Port Service Charge.
- (f) Harbor Related Activities: Vessel remaining in the harbor due to PRPA, USCG and other government sponsored activities that do not allowed the timely departure of the vessel shall not be penalize with additional Port Service Charge.
- (g) Labor Strikes: Vessel remaining in the harbor due to labor strikes and/or any labor protest that impairs the ability of the PRPA to perform its duties shall not be penalized with additional Port Service Charge.

6.3.2 Annual Licenses

The flat fee amount established in this section will apply to Port Service Charges corresponding to a particular type of Vessels engaged in services between PRPA ports. However, additional Port Service Charges will apply in any occasion in which the Vessel sails outside the area of the PRPA ports, including, but not limited to, abandoning the jurisdiction and visiting adjacent island and/or countries. In these occasions, such Vessels will be charged not less than a twenty-four (24) hours hour period upon departure and another 24 four hour period upon arrival.

The Barges and Tugboats that provide fuel supply services and have a valid license therefore, should report to the Port Control every movement within the bay.

Vessels up to 350 tons	\$ 1,085
Vessels from 351 tons up to 1,000 tons	\$1,447
Vessels from 1,001 tons up to 1,500 tons	\$1,808
Vessels from 1,501 tons up to 3,000 tons	\$2,170
Vessels from 3,001 ton and over	\$2,532

6.3.2.1 **Annual license holders**

- (a) Harbor's trade ships
 - (b) Minor Vessels
 - (c) Fuel Barges bringing services to Vessels berthing or mooring at PRPA.
- (a) Tugboats

6.3.2.2 **Expired Annual Licenses**

Any Annual License holder for a Vessel, which at the time of conducting a Maritime Operation is expired, shall pay the open end Charges or regular open end Port Service Charge in accordance with this Tariff.

6.4 **Liability for payment**

Port Service Charges and any fines imposed pursuant to the provisions of this tariff on Vessel Captain and/or Master, Vessel and/or Ship Agent and/or any person in charge thereof, are due and payable at the PRPA Pier Offices or PRPA Administration Offices, during regular operating hours. Payments are due even though no request for payment is made. No Vessel shall leave port without settling all pending payments.

The Vessel Owner and/or the Vessel or Ship Agent and/or the person in charge at the port at which such fees have accrued, shall be liable for the payment of such fees and of the fines imposed in the event of departure without settling all pending payments.

6.4.1 **Detention of a Vessel**

PRPA Executive Director or Chief of Maritime Operation or its Authorized Representative may detain through formal notice, any outgoing Vessel until the Port Service Charges payment has been made to PRPA as well as for any fines prescribed which may have been imposed pursuant to the provisions of this tariff on Vessel Captain or Master, Agent or any person in charge thereof.

6.4.2 **Docking Permit Denied**

PRPA has discretion in denying the approval of a Docking Permit Request and/or the renewal of a docking permit based on any circumstance and/or known fact that is not consistent with the PRPA's requirements and operating guidelines, such as, but not limited to: payment history, criminal record, and/or convictions, delinquent account balance over ninety days (90) due, etc., excluding formal claims requested as per tariff procedure 13.3 Term to file claims.

7.0 **Dockage**

Any Vessel berthing at, mooring or making fast to a PRPA Port Wharf, Pier or bulkhead structure, or mooring to another Vessel so berthed, shall pay Dockage at the rates established herein, unless exceptions in Section 7.4 apply. Dockage shall be used by PRPA, without limitation, to contribute to the maintenance dredging of terminal or berthing areas (to the extent not performed by the US Army Corps of Engineers), maintenance of the bollards, fenders, pier lighting, pier and/or wharf structure.

Docking Application Permit must be submitted within a period not lesser than twenty-four (24) hours before arriving time and such form has to be approved before Vessel approaching, except for those special Maritime Operations that shall expressly require this document at different prior period submission for the Docking Application Permit.

7.1 **Measurement Application**

Dockage rate shall apply per gross register ton (GRT) or gross ton (GT) of the Vessel (including Tugboats) as appear in the Ship license or in the International or Domestic certificate and the highest will be used to assess the rate, except for Pleasure Crafts which Dockage rate shall apply per lineal feet. The source that provides the highest tonnage will be the one used by the PRPA to assess the rate

7.2 **Term of Application**

7.2.1 **Standard Dockage Term of Application**

The Standard Dockage period of time for which Dockage shall be assessed against a Vessel shall commence upon fastening to a wharf, pier, bulkhead structure, and/or to another Vessel so berthed, and shall continue until such Vessel is completely free from and has vacated such berth. Dockage rates shall be assessed during such every period of twenty-four (24) hours or fraction thereof. The vessel captain is

responsible for contacting port control at the moment of departure in order to inform the unfastening time.

The date and time of the notification of departure will be used to calculate the assessment. In the event the vessel captain fails to contact port control at the moment of departure to inform the unfastening time, the departure time will be calculated by adding one hour to the time the vessel exits the harbor (buoy1) and goes beyond the harbor perimeter.

7.2.2 **Other Term Conditions**

7.2.2.1 **Shifting by Request of PRPA**

When a Vessel shifts berth by request of PRPA, Dockage shall be assessed starting at the time the Vessel is made fast to the first Wharf, Pier or bulkhead until the time it leaves the last Wharf, Pier or bulkhead.

7.2.2.2 **Shifting by Request of the Vessel**

When a Vessel shifts berth for its own benefit or interest of the Vessel or Ship Agent, Vessel Owner or person in charge, or because the change of berthing is the result of conducting different and separate Maritime Operations, Dockage Rates shall be assessed individually at each Pier, by closing the first operation at the time of leaving the previous Wharf, Pier or bulkhead, and by performing a change to the Docking Permit Application for the next Maritime Operation.

When a Vessel shifts berth for its own benefit or interest of the Vessel or Ship Agent, Vessel Owner or person in charge, or because the change of berthing is the result of continuing the same Maritime Operations, Dockage Rates shall be assessed starting at the time the Vessel is made fast to the first Wharf, Pier or bulkhead until the time it leaves the last Wharf, Pier or bulkhead. Such shifting must be requested on the docking permit.

If shifting berth is due to an extraordinary condition to be determine by PRPA the vessel shall not be penalize with additional charge.

7.2.2.3 **Scheduled Maintenance for Regular Itinerary Vessels**

Vessels regularly serving PRPA Ports while are on repairs or have scheduled maintenance when berthed at a PRPA facility shall be assessed fifty percent (50%) of Dockage Rates as applicable after proper arrangements for using the berth are made in advance with PRPA. Otherwise, Dockage Rates shall be assessed in full amount.

The Vessels so authorized for the use of a berth for maintenance and/or repair purposes, will be subject to shift berth as required by PRPA, if the berth is so needed.

7.2.2.4 **Scheduled Maintenance for non Regular Itinerary Vessels**

Vessels with non regular itinerary serving PRPA Ports while are on repairs or have scheduled maintenance when berthed at a PRPA facility shall be assessed sixty percent (60%) of Dockage Rates as applicable after proper arrangements for using the berth are made in advance with PRPA. Otherwise, Dockage Rates shall be assessed in full amount.

The Vessels so authorized for the use of a berth for maintenance and/or repair purposes, will be subject to shift berth as required by PRPA, if the berth is so needed.

7.2.2.5 **Weather Conditions**

Vessels remained docked in the Pier due to poor weather conditions as confirmed by the National Weather Center and US Coast Guard shall not be penalized with additional Dockage Charge. This exception does not apply during the vessel loading or unloading operation.

7.2.2.6 **Force Majeure**

Vessels remained docked due to force majeure do not allow the timely departure shall not be penalizing with additional Dockage Charge.

7.2.2.7 **Harbor Related Activities:**

Vessel remaining docked due to PRPA, USCG and other government sponsored activities that do not allow the timely departure shall not be penalize with additional Dockage Charge.

7.2.2.7 **Labor Strikes:**

Vessel remaining docked due to labor strikes and/or any labor protest that impairs the ability of the PRPA to perform its duties shall not be penalized with additional Dockage Charge.

7.3 **Applicability of Open-end Dockage Charges**

Dockage shall be assessed for each period of twenty-four (24) hours or fraction thereof during which a Vessel is at berth.

7.3.1 **Tanker Vessels and Tank Barges**

Tanker Vessels and tank Barges while berthed at any Wharf or Pier.

Per each 24 hr. or fraction	\$0.09
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7.3.2 **Dry Cargo Vessels**

All vessels while berthed at dry cargo wharves, Piers or bulkhead structures in connection with the trade with Offshore Points.

Per each 24 hr. or fraction	\$0.1619
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7.3.3 **Dry Cargo Vessels Adjacent Islands**

All vessels while berthed at dry Cargo Wharves, Piers or bulkhead structures in connection with the trade with other Puerto Rico Ports or US Virgin Islands.

Per each 24 hr. or fraction	\$0.1214
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7.3.4 **Tugboats**

7.3.4.1 **Tugboats stay fast** to Vessel, Barge or Lighter while are berthing at or making fast to a PRPA Wharf, Pier or bulkhead structure, or mooring to another Vessel so berthed, shall pay Dockage at the rates applicable to such Vessel, Barge or Lighter.

7.3.4.2 **Tugboats out of service** while are berthing at or making fast to a PRPA Wharf, Pier or bulkhead structure, or mooring shall pay Dockage NOS rates.

7.3.5 **Triple Deck Ro-Ro Barges** shall assessed Dockage Rates per GRT or gross ton (GT) under the Standard Measurement System plus an additional twenty percent (20%). For the tugboat apply item 7.1.

7.3.6 **Dockage NOS**

Any type of berthing not covered by Dockage Rates from Sections 7.3.1 through 7.3.8 shall be assessed Dockage NOS Rate, per GRT or gross ton (GT) per each twenty-four (24) hour period day or fraction thereof.

Per each 24 hr. or fraction	\$0.1836
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7.4 **Dockage Rate Applications Exceptions**

No Dockage shall be assessed against:

7.4.1 **Vessels serving as tugboats**

A Vessel while actively engaged on service during docking or undocking maneuvers as a tugboat when made fast to another self-propelled Vessel which is being charged Dockage.

7.4.2 **Tugboats**

Tugboats while actively engaged on service during docking or undocking maneuvers when made fast to either a self-propelled or non-propelled Vessel. This exemption will not apply to a tugboat that stays fast to the other Vessel beyond the time of rendering services.

7.4.3 **Maiden Trip of Cruise Ships**

Passengers or tourist ships or cruises using first time the PRPA facilities at San Juan Port are exempted from Dockage Charges.

7.4.4 **Regattas**

Vessels participating in regattas or similar maritime activities duly recognized by the PRPA are exempted from Dockage Charges. In these cases, the previous written approval by the PRPA Maritime Management Director is required.

7.5 **Dockage Rate with a 50% Exemption**

7.5.1 **Combat, Research or Training Vessels**

Combat, Research or Training Vessels including auxiliary Vessels thereof, of the United States of America, or of any other nation, or any Vessel of the Commonwealth of Puerto Rico, including any government branch or entity, when in the opinion of the PRPA, the conditions prevailed deserve the temporary suspension of regular Dockages Charges.

7.6 **Dockage Penalties**

Vessels subject to penalties under this Section are also subject to removal by or at the orders of PRPA and at the risk and cost of such Vessel, it's Vessel or Ship Agent, Vessel Owner to such other place as PRPA may direct.

7.6.1 **Penalty for Unauthorized Use of Facilities**

No Vessel, Owner, Master or Vessel or Ship Agent is authorized for the use of any berth, pier or facility without the official approval from PRPA, as expressed in the Docking Permit Application or by any other valid written authorization. Any Vessel, Owner, Master or Vessel or Ship Agent who uses a PRPA facility without the appropriate authorization shall be subject to a penalty of three (3) times its Dockage Charges for each twenty-four (24) hours or fraction.

7.6.2 **Penalty for making fast or remaining at Wharf without consent**

Whenever PRPA prohibits a Vessel to remain fastened to any Wharf, or to remain moored immediately in front thereof, or after the consent to remain fastened or moored has been revoked or withdrawn by PRPA, such Vessel or Ship Agent, Vessel Owner or person in charge shall be assessed with penalties for each period of twenty-four (24) hours, or fraction thereof, during which any violation exists or continues, shall be considered a separate offense and shall be subject to the penalties provided in this document for each such separate offense.

The Penalty shall be equivalent to two times the Dockage assessed; therefore the penalty shall be accrued in addition to the Dockage Charges derived from the non-authorized docking activity and costs incurred in removing such Vessel, if necessary.

7.6.3 **Penalty for not Shifting Berth when Required by PRPA**

Any Vessel after required by PRPA to shift berth or to move out whenever such Vessel is made fast to or moored in front of any Wharf or obstruct the waterway while other Vessel enter or leave shall be subject to a penalty of two (2) times the Dockage Rate for every twenty-four (24) hours after notice and for every additional period of twenty-four (24) hours after notice given or fraction thereof the Vessel is not shifted or is not removed, plus any cost incurred by PRPA for removal by or at the orders of PRPA, and at the risk and cost of such Vessel, its Vessel or Ship Agent or Vessel Owner.

Dockage assessed; therefore the penalty shall be accrued in addition to the Dockage Charges derived from the non-authorized docking activity and costs incurred in removing such Vessel, if necessary, and the cost incurred by the other Vessel (stevedoring gangs, etc.).

7.6.4 **Penalty for not Removing Sunk Vessels or Vessels under Repairs**

In accordance with Regulation No. 4287 of June 20, 1990, as amended) any sunk Vessel or Vessel under repair or for which by any reason such Vessel stays any PRPA Port's berth after a written notice for its removal has been given by the PRPA to the Vessel Owner, Vessel Master, Consignee Agent or person in charge shall be subject to a penalty of three (3) times the regular Dockage assessed to such Vessel. The penalty shall be effective twenty-four (24) hours after notice and for every day or fraction thereof the Vessel is not shifted or is not removed. This penalty shall be assessed in addition to any other recourse or damages action the PRPA may take to arrange for the removal of the Vessel at the cost, risk and expense of the Vessel, its Owner or Master, or Vessel or Ship Agent.

8.0 Wharfage

8.0.1 **Statements Required**

As a mandatory condition, the Vessel Owner, Master, Consignee Agent or person in charge of a Vessel or Cargo must furnish PRPA a complete, correct and validated against the discharge and loading Vessel manifest through DSMS and the corresponding Bill of Lading or waybills, freight bills showing names or Vessel or Ship Agents or consignors and the weight and measurements of all freight or other such information, data or documents as may be necessary to develop statistical records and insure the proper assessment of Charges, regardless whether the vessel unloads and/or loads its cargo in PRPA facilities or a private facility.

All PRPA facilities users shall be required to permit access to their files and transportation of documents necessary for the purpose of audit or ascertaining correctness of documents furnished.

8.0.2 **Right to Refuse Handling and Cargo**

PRPA reserves the right to deny the handling of any Cargo through its facilities, whenever such Cargo may constitute a hazard or create situations affecting the operation or damaging or excessively dirtying the facilities in an unusual manner, creating pollution or a condition that may interrupt the use of the facilities while the situation is corrected.

8.1 **Weights or Measurement Basis Application**

Wharfage rates shall be applied either per weight or measurement of the Cargo subject to Wharfage Charges so as to conform to the method used by the ocean carrier for its computation of freight charges (i.e. as freighted).

8.1.1 **Weight or Measurement on Shipping Documents**

When Freight Charges are computed by the ocean carrier and shown in the manifest or shipping documents on the basis of weight or measurement, Wharfage shall be assessed as so computed and manifested.

8.1.2 **Units Basis instead of Weight or Measurement**

When the basis of the freight charge is not shown on a manifest of shipping documents or when the basis of the freight charge is a unit other than weight or measurement (i.e. per package, etc.), Wharfage shall be assessed on the basis of weight or measurement, whichever will yield the greatest revenue.

8.1.3 **No Information about Weight or Measurement**

In the case that no information is provided as to Cargo weight or measurement and it is difficult to determine the basis to assess the Wharfage Charge, a factor of 25 lbs. per cubic feet shall be used by PRPA for such determination. In this case, the Wharfage shall be assessed on the result yielding the greatest revenue.

8.2 **Tariffs for Cargo Wharfage**

Every specific tariff set by the PRPA shall supersede a general one.

8.2.1 **Motorcycles and Motor Vehicles, including inside containers**

Per each ton and/or fraction	\$7.2537
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8.2.2 **Cargo Moved in Containers (Except Vehicles)**

Per each ton and/or fraction	\$1.9942
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8.2.3 **Empty Containers, Flat-beds or Chassis**

Per each unit and/or fraction	\$7.5449
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8.2.4 **Liquid Cargo in bulk via pipeline or permanent structures**

Liquid Cargo (including petroleum) handled in bulk via pipeline at Wharf, Pier or bulkhead structure designed primarily for the loading or unloading of bulk liquid cargo.

Per 42 Gallons Barrel	\$0.0195
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8.2.5 **Liquid Sugar and Molasses not via pipeline or permanent structure**

Per each ton. and/or Fraction	\$0.2893
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8.2.6 **General or Cargo NOS**

Per each ton. and/or fraction	\$1.6216
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8.2.7 **Small Cargo Vessels**

Wharfage Charges shall be assessed to every Small Cargo Vessel less than 99 GRT and up to 1,000 GRT, entering and using a PRPA Port from Adjacent Islands, and the Caribbean, on the basis of the charge per weight established on this section or the Tariff for Cargo, whichever will yield greatest revenue. Also surcharge will applied to their cargo:

99 GRT or less	\$245
100 to 199 GRT	\$430
200 TO 299 GRT	\$613
300 TO 1,000 GRT	\$796

8.3 **Transshipment Cargo**

8.3.1 **Transshipment by unloading to and loading from a wharf, pier or bulkhead**

Containers or flat-bed trailers to be held on the Container company's holding area originally manifested for transshipment to other destinations without change in form or content, including both loaded and Empty Containers, shall be assessed Wharfage only on the inbound movement, if stays on the assigned holding area for a period not exceeding twenty (20) calendar days. Certain penalties apply, see Penalties on Wharfage.

8.3.2 **Cargo unloaded to or loaded from one Vessel to Another Vessel berthed alongside**

Cargo loaded on or discharged from a Vessel while berthed at a PRPA facility, to or from a Barge, Scow or Lighter or another Vessels alongside shall be assessed inbound Wharfage at fifty percent (50%) of the appropriate rates.

8.3.3 **Cargo unloaded to or loaded from one Vessel to another Vessel berthed at PRPA facilities**

Cargo transferred, without change in form or content, from one Vessel to another Vessel, whenever both Vessels are berthed at or moored at PRPA facilities. Such Cargo is transferred from Vessel to Pier and then Pier to Vessel, including both loaded and Empty Containers, shall be assessed Wharfage only on the inbound movement.

8.4 **Transshipment Tariff**

8.4.1 **Motorcycles and Motor Vehicles, including in containers**

Per each ton. and/or fraction	\$4.5698
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8.4.2 **Cargo moved in Containers (Except Vehicles)**

Per each ton. and/or fraction	\$1.1902
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8.5 **Wharfage Exemptions**

8.5.1 **Vessels supplies or repair materials**

Vessel's supplies, not including fuel, and repair materials provided for the Vessel's own use or consumption.

8.5.2 **Cargo tools**

Cargo handling and stevedores' tools, pallets, equipment, dunnage and ship lining, and appliances, which are, located on Wharf, Pier or bulkhead structures for the purposes of loading or unloading a Vessel the berthed at a PRPA facility. See Wharfage Penalties Section 8.6.

8.5.3 **Non-revenue Passenger's Baggage**

Passenger's baggage provided it to be carried on the same Vessel as the passenger, and for which the ocean carrier collects no revenue for its transportation.

8.5.4 **Petroleum and Petroleum Products in Bulk**

Petroleum and Petroleum Products in Bulk which are pumped back from a Vessel to a tank at the same facility, as originally loaded, if such products have paid a Wharfage Charge when loaded from the tank to the Vessels in the first place.

8.5.5 **Ballast in bulk**

Ballast in bulk which is not manifested as Cargo, has no commercial value, and it is handled directly between the Vessel and Barge or tank.

8.5.6 **Scrap dunnage or scrap ship lining**

Scrap dunnage or scrap ship lining discharges and reloads prior to departure in order to load or discharge other Cargo.

8.5.7 **Cargo Shifting**

Cargo shifting or movement which a Vessel discharges and then reloads prior to departure in order to load or discharge other different Cargo.

8.5.8 **Cargo for Assistance Purposes on Natural Disasters**

Cargo which are received in Puerto Rico and/or sent from Puerto Rico to other countries for assistance purpose to natural disaster cases or of any other nature which are recognized by PRPA Executive Director as an exempted Wharfage Cargo. A written award must be required.

8.6 **Wharfage Penalties**

8.6.1 **Transshipment Cargo**

Containers or flat-bed trailers that exceed a period of twenty (20) Calendar Days in the holding area before completing the outbound movement shall be also assessed outbound Wharfage at the normal rate.

Also, penalties on wharfage apply if Containers or flat-bed trailers are transferred to any location outside PRPA facilities before the final transshipment movement, within or after the next twenty (20) Calendar Days moved.

8.6.2 **Loading and Unloading Tools**

If such tools, equipment and appliances are left or remain at the Pier after conclusion of operations they shall be subject to Demurrage starting twelve (12) hours after the conclusion of operations.

8.7 **Passenger Service Fee to Passenger / Cargo Vessels, Ferryboats and Recreational Vessels**

8.7.1 **Passengers / Cargo Vessels and Ferryboats**

Any Vessel carrying more than twelve (12) revenue passengers or tourists which berth at or moor at PRPA facilities or anchors at the harbor for embarking or disembarking purposes shall pay a per passenger fee based on the revenue passengers or tourists paying for the voyage, and whose names appear in the passenger manifest. The maximum of non-revenue passengers exempted from paying the fee is fifteen (15).

Per passenger per way	\$6.73
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8.7.2 Commercial Recreational Passenger Vessel

Any Commercial Recreational Passenger Vessel which berth at or moor at PRPA facilities or anchors at the harbor for embarking or disembarking purposes shall pay a fixed monthly rent of \$500.00 and will be subject to a 5% concession fee over the gross net sale of tickets, food, beverage and any other commercial activity and/or service provided onboard the vessel and/or related to the commercial operation.

8.7.3 Vehicles

Motor vehicles, including cars, pick-ups, trucks, motorcycles, among others, which have been transporting with passengers as part of the same voyage, shall be assessed based on the Tariff Passenger's Vehicle. For such purposes, vehicles Manifest must be submitted containing the name of the passenger traveling, the vehicle registration name, the plate number, the vehicle description and weight. No more than one motor vehicle is authorized per passenger. Additional vehicles shall be subject to the rate applicable to the motor vehicles transported.

Per passenger vehicle per way	\$3.86
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8.8 Allowance or Incentive Programs related to Passenger Vessels

Any Vessel or Consignee Agent may apply for incentive programs available through the Puerto Rico Tourism Company, and/or any other government agency and/or entity that may offer incentives from time to time, following and complying with the required rules, procedures and conditions established therefore. The approval of the allowance or incentives under said agencies programs consisting on a payback based on passengers or tourist numbers has no direct reduction on the charges and/or fees assessed by PRPA. Said incentive programs are not related to the PRPA and for said reason the PRPA has no responsibility for delay on reimbursement for such allowances.

In the event deemed necessary, PRPA could establish a separate arrangement with the Cruise Vessel enterprise or Consignee Agent for reimbursement of incentives.

8.9 **Liability for Payment**

Tariff assessed shall be payable in full to PRPA. No credit shall be given to a Vessel or Consignee Agent who has filed and has approved allowances on a per passenger basis from any government agency, such as Puerto Rico Tourism Company.

8.10 **Detention of a Vessel**

PRPA Executive Director or Chief of Maritime Operation or its Authorized Representative may detain through formal notice, any outgoing Vessel until the Wharfage payment has been made to PRPA as well as payment for any fine prescribed which may have been imposed upon the Vessel Captain or Master, Agent or any person in charge thereof, pursuant to the provisions of this tariff on.

9.0 **Rules for Services or Miscellaneous Charges**

9.1 **Water services**

9.1.1 **Water served with hoses**

Fresh water will be supplied to Vessels at the PRPA facilities. Total water Charges shall include the rate per cubic meter as billed by the Puerto Rico Aqueduct and Sewer Authority, plus a charge per connector. PRPA will provide every month the rate per cubic meter and an administrative fee of 10% of the total water charge will be added to the invoice.

The applicable rate per cubic meter billed by the Puerto Rico Aqueduct and Sewer Authority will be published through DSMS or any other means deemed appropriate.

All water hoses shall be provided by the Vessels free of leaks and will comply with the FDA regulations.

PRPA reserve the right to assign the collection of the fresh water invoices to a third party, including, but not limited to, the Puerto Rico Aqueduct and Sewer Authority.

	Cruise Ship	Cargo Vessels
Connector or Outlet Charge	\$5.80	\$4.89

9.1.2 **Water in drums**

Vessels not equipped to take water by hose will be assessed the rates on a drum of 55 gallons basis; the drum has to be provided by the Vessel an administrative fee of 10% of the total water charge will be added to the invoice.

Per drum containing 55 Gallons or less	\$2.89
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Violations to this Article shall be subject to legal measures.

9.2 **Electricity**

Upon request by the users, electricity will be supplied for the lighting of transit sheds at the PRPA facilities. Cost per kilowatt-hour shall be based on previous month cost per kilowatt as billed by the Puerto Rico Electric Power Authority. PRPA will provide the cost per kilowatt an administrative fee of 10% of the total electricity charge will be added to the invoice.

9.3 **Cranes and Specialized Equipment**

PRPA does not provide use of cranes or any other loading or unloading equipment. Cranes and equipment used by any Vessel left at the Wharf, Pier or bulkhead after the end of the Maritime Operations either at the area assigned for its use or at any other (non-designated) area shall be subject to penalties on a per calendar basis. The assessment of the penalty shall commence the midnight of the next day after the vessel finished the unloading operations and when the Pier Attendant observes that the crane is not being used in the receipt, delivery or moving of Cargo in the Pier.

Also, such penalty shall be assessed to all cranes and equipment placed in the Pier prior to forty-eight (48) hours of the ship loading operations unless such equipment is used for the relocation or receipt of Cargo then loaded. Container gantry cranes and mobile harbor cranes are excluded.

Per day and/or fraction	\$28.00
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9.4 **Collection of Overtime**

In all cases where the client requests the assistance of a PRPA employee during periods over regular working hours, client shall pay the PRPA for the overtime incurred by said employee for attending a Maritime Operation or any type of operation requested and approved by PRPA.

The assistance request must be filed through electronic means such as DSMS System in order to be considered and approved.

Overtime charges include actual overtime and fringe benefits applicable to the employee. The overtime must be approved and signed by the client requesting the service in order for PRPA to issue the invoice. No invoice will be accepted and paid by the client without duly approved timesheet.

Overtime payment is due immediately and is not subject to discounts or payment deferral. PRPA will not authorize or recognize any payment made directly to and/or in the name of the employee. All payments shall be made upon presentation of a PRPA valid billing document and shall be payable in the name of the Puerto Rico Ports Authority.

9.5 **Cleaning of Facilities**

9.5.1 **Cleaning by the PRPA Facilities' User**

It is the responsibility of the Vessel Owner, Vessel or Ship Agent, stevedores and the clients to keep clean and maintain in a reasonable clean condition during the time PRPA facilities are used. Before completion of the operation the user must return the area the same condition as before the commencement of the operations. Whenever PRPA demands the cleaning of the area, the area shall be delivered cleaned in a period not later than twenty four (24) hours.

9.5.2 **Cleaning by PRPA**

If, as a result of any inadequate use of PRPA facilities and common areas, the responsible of the Maritime Operation, stevedoring operation, fuel supplying or any other activity, such areas end in an excessive dirty or dangerous situation that may affect the normal operations of other port's users, PRPA shall immediately proceed with the cleaning of the facilities and charge the responsible party a minimum rate of \$500 or the actual cost of such cleaning.

9.6 **Waste Disposal**

PRPA facilities do not provide waste disposal services. The Vessel Owner or Vessel or Ship Agent is responsible to coordinate and pay to private waste collectors for the picking up of garbage. For such purpose, compliance to requirements with Regulatory Agencies is mandatory.

10.0 Land Rentals and Leases

10.1 Preferential and Exclusive Use of Storage Areas

PRPA may enter into leases with Vessels lines or enterprises serving PRPA Ports for the preferential and exclusive use of certain PRPA property such as storage areas, warehouse space and/or office space payable on a monthly basis. All Vessel lines, Vessel or Agents or users shall have equal opportunity for such facilities leasing, subject to availability. PRPA has the responsibility to maximize the utilization and efficiency of its facilities.

Warehouse Space Cargo Pier	\$2.50 s.f.
Warehouse Space Tourist Pier	\$10.00 s.f.
Office Space Cargo Pier	\$5.00 s.f.
Office Space Tourist Pier	\$10.00 s.f.
Warehouse Space Preferential Use	\$0.50 s.f.
Open Space Preferential Use	\$0.25 s.f.

10.2 Land lease

The land at the back of the berth and Transit Area at marine terminals can be made available through leases for acceptable uses such as marine terminal operations. The PRPA Executive Director has the final decision regarding the acceptance of any proposed land use.

10.3 Rental Agreement Reviews

PRPA rental agreements shall provide for rental rates reviews from time to time. Rental Rates shall be assessed in accordance to the PRPA Land Rental Rate Policy. Add resolution or copy of policy.

11.0 Surcharge and Exclusive use of Land Lease

11.1 Applicable Surcharge for the use of PRPA Facilities

All cargo entering and/or leaving the facilities and/or the docks of the PRPA are subject to the following surcharge:

Wharfage	Surcharge
Motor Vehicles	\$0.7254
Motor Vehicles (Transit)	\$0.4570
Cargo Moved in containers (other than motor vehicles)	\$0.1994
Empty Containers (# of units)	\$0.7545
Transshipment Containers	\$0.1190
Liquid Cargo	\$0.0020
General Cargo	\$0.1622
Sugar and Molasses	\$0.0289

11.2 Applicable Rent for the Use of Land Adjacent to the Maritime Zone with Intention to Move Maritime Cargo

The rental rate for the exclusive use of land adjacent to the Maritime Zone in the areas of San Juan, Guaynabo and Cataño, for companies and entities dedicated to moving maritime cargo, is \$25,000 per "cuerda" of land, plus the applicable surcharge for the use of PRPA facilities as stated in section 11.1 of this bylaws.

11.3 Applicable Rent for the Use of Land Adjacent to the Maritime Zone with Intention other than Moving Maritime Cargo

The rental rate for the exclusive use of land adjacent to the Maritime Zone in the areas of San Juan, Guaynabo and Cataño, for companies and entities intended to move cargo, other than maritime cargo, is \$35,000 per "cuerda" of land.

This companies or entities are not subject to the surcharge stated in section 11.1 of these bylaws, as long as they do not move cargo through the PRPA facilities.

12.0 Free Time and Demurrage

Wharfage Charges provide for the free use of the PRPA facilities while conducting the inbound or outbound movement of Cargo and Empty Containers, but also provide for the free use of the bulkheads, Pier Premises and Transit Area for a limited period of time, subject to the conditions and restrictions provided in this Section.

12.1 Free Time General Conditions

See Article 12.5 for specific Free Time Qualifications and Exceptions.

12.1.1 Free Time for Incoming Cargo

Free Time period for incoming Cargo will commence at the first midnight after a Vessel from which it has been landed finished unloading such Cargo, or vacates the berth, whichever happens first.

12.1.2 Free Time for Outgoing Cargo

Free Time for outgoing Cargo will commence on the first midnight after the merchandise is placed at PRPA facilities for the purposes of loading a Vessel with such Cargo.

12.1.3 Free Time for Cargo when Shifting Piers

Free Time for Cargo unloaded from a Vessel starting operations at one Pier, and then shifting to another Pier to finish the unloading activity will commence on the first midnight when the Vessel finished unloading operations at the last Pier.

12.1.4 Free Time Dissolution

Any Cargo or Empty Container, including vehicles, which is received and placed in a Pier to be shipped, but for any reason such embarking doesn't occur as anticipated, will be subject to Demurrages, since Free Time dissolution. Demurrage shall be assessed commencing at the time such Cargo or Empty Container was placed at the PRPA facilities until it is dispatched by sea or land.

12.1.5 **Free Time Extension**

Free Time shall be extended by just cause as approved by a duly PRPA Authorized Representative to grant such extension as provided in this Article. Just causes for granting an extension for the applicable Free Time are: Force Majeure, accidents that may occur, or works conducted at PRPA facilities that may cause difficulties to pick up, delivery or handling the Cargo.

If any extension of Free Time is granted, it shall be extended for the same number of days in which Cargo could not be hauled away in cases of import Cargo and for the number of days in which the Vessel was unable to work Cargo in cases of exports only through an application in writing was made by the Vessel Owner, Consignee Agent or any person in charge of the Vessel. Such application must be sent to PRPA as soon as there is knowledge that a just cause exists. The PRPA Maritime Management Director can approve extension of (28) Calendar Days or less. Over (28) Calendar Days, Free Time can only be extended with the approval of the PRPA Executive Director.

12.1.6 **Measurement Basis to Assess Demurrage**

Any Cargo, Container and motor vehicle for which the basis to ascertain Demurrage is not shown in the Manifest or shipping documents shall pay Demurrage either per hundredweight or cubic feet whichever yields the highest revenue to PRPA. A factor of 25 pounds per cubic feet shall be used by PRPA to such determination.

12.2 **General Conditions Applicable to Cargo in Transit**

12.2.1 **PRPA Right to relocate Cargo in Transit after Free Time**

PRPA shall reserve its right to place or transfer to storage any Cargo or Containers, including vehicles, remaining in the bulkhead structure Wharf, Transit Area or Pier Premises at a PRPA facility after closing Free Time as alternatively if such Cargo remains at PRPA facilities after Free Time, then such Cargo or Containers shall assess Demurrage rates. This general condition applies to:

- (a) Cargo, either loose or in Containers remaining in the Transit Area or Pier Premises after the close of its applicable Free Time.
- (b) Outbound Empty Containers delivered to the Transit Area or Pier Premises prior to commence of loading a Vessel after the close of its applicable Free Time.

- (c) Inbound Empty Containers remaining at the Transit Area or Pier Premises after a Vessel discharging was completed and expired the applicable Free Time.
- (d) Transshipment Cargo, without change in form or content, either loaded or Empty Containers after the close of its applicable Free Time.

12.3 **Cargo Damaged or Abandoned**

12.3.1 **First Instance Responsibility**

All cargo and vehicle remaining at the Docks are is the responsibility of the Vessel Owner or the Vessel or Ship Agent of any person in charge of the Cargo Maritime Operation who will responsible for any Charges accrued, and then for any liability related to Cargo sent to public warehouses or still abandoned at PRPA facilities.

12.3.2 **Demurrages Guarantee**

The rates or Charges owed to PRPA for Demurrage constitute a first lien upon the cargo.

12.3.3 **Removal of Abandoned Cargo by PRPA**

Whenever the Cargo, Empty Containers or vehicles have accrued Demurrage for twenty (20) days, the PRPA will request the Vessel or Ship Agent, the Vessel Owner or Master or any person in charge of the Cargo to remove such Cargo, Empty Container or vehicles within a period of ten (10) Calendar Days. In such event that the Consignee Agent, Vessel Owner or Master or any person in charge of the Vessels does not request additional time to maintain such Cargo, Empty Containers or vehicles at PRPA facilities, and keeps the occupancy of PRPA facilities, PRPA shall consider such Cargo, Empty Containers or vehicles and may proceed to dispose of the Cargo, Empty Containers or vehicle through public bids, sealed or by the procedure of voiced (auction) system which will be announced in the local press. The money proceeding from the auction shall be credited against all Charges owed to PRPA including all expenses incurred by the PRPA in conducting the auction process.

The Vessel Owner, Vessel or Ship Agent or any person in charge of the Cargo will be held responsible for the balance accrued for the Charges not covered by the product of said auction. Any money, obtained in excess of Charges accrued and expenses incurred will be returned to the Vessel Owner, Consignee Agent or any person in charge of the Vessel.

12.4 **Demurrage on Cargo to Bonded Warehouse**

12.4.1 **Liability on Demurrages on Cargo to General Order Warehouse**

All Cargo or vehicle imported from foreign countries subject to the payment of federal custom tariffs and to be sent to bonded warehouses after the coordination between the Customs Inspector, the Pier Attendant and the Vessel Owner will be dispatched from the Pier supported by the Bureau of Customs official form which will be prepared by the Vessel Owner or Ship Agent and PRPA will, in turn, proceed to place lien in favor of the PRPA the Vessel Owner or Ship Agent, or any person in charge of the against the cargo for the Demurrage accrued as the responsible party.

12.4.2 **Payment prior Cargo Dispatching**

PRPA shall require the payment for the Demurrage Charges accrued and for the bonded warehouse designated or to the Regulatory Agencies to make sure that said cargo is not dispatched from its warehouse until the shipping line has been duly paid by the Vessel Owner or its Agent, or any person in charge of the Vessel, and in accordance with the deal established through the Docking Application Permit and any document of the US Customs and Border Protection.

12.4.3 **Public Warehouse Responsibility**

The public warehouse shall be responsible to the Vessel Owner, Agent or any person in charge of the Vessel for Demurrage Charges for cargo or vehicle dispatched from such warehouse when the warehouse has allowed its dispatch without due reimbursement to the Vessel.

12.5 **Free Time Qualifications and Demurrage**

The payment of the Wharfage rates will entitle inbound Cargo to the use of the Transit Area of the PRPA facilities Wharf, Wharf premise, Pier or bulkhead structure without additional Charge during all or any part of the period during which the Vessel on which it has moved is discharging Cargo, and will entitle outbound Cargo to the use of this area during all or any part of the period during which the Vessel on which it is to move is loading Cargo.

As a general rule, PRPA gives a seven (7) Calendar Days Free-Time period for the use of the facilities, whenever is not present an exception. Then, Demurrages Charges commence to be accrued immediately after Free Time closing period, as applicable under this Article, and any exception herein included.

12.5.1 **Exceptions**

12.5.1.1 **Vessels with High Quantity Commodity Shipments**

Vessels importing as well as exporting one commodity, or from one Agent, in excess of 3,000 tons and up to 4,999 short tons, will have a free-time period of eight (8) Calendar Days at PRPA facilities and those in excess of 5,000 short tons of the same commodity or for the same shipper, will have a free-time period of nine (9) Calendar Days at PRPA facilities.

12.5.1.2 **Non-containerized Cargo, Loose Cargo and Vehicles for Transshipment**

Cargo not in Containers, or loose Cargo and motor vehicles, originally manifested for transshipment to other Ports without change in form or contents paying only incoming Wharfage, a free-time period of twenty (20) Calendar Days. Cargo or motor vehicles for transshipment remaining in the Pier in excess of twenty (20) Calendar Days shall pay Demurrages according to the tariff in effect and shall pay, in addition, outgoing Wharfage, if finally such Cargo is embarked to its next destination. In the event such Cargo is moved from the Pier to a warehouse or any other place outside PRPA facilities during the period between fifteen (15) to twenty (20) Calendar Days, such Cargo will not be considered as Transshipment Cargo, therefore, it shall pay Demurrages as if it were inbound Cargo, considering for such purposes the regular Free Time of seven (7) Calendar Days, instead of the twenty (20) Calendar Days provided herein for Transshipment Cargo.

The Vessel Owner, the Master, the Agent or any person in charge of the Vessel must evidence by Manifest and Bill of Lading, or any other equivalent document, that the Cargo is Transshipment Cargo to be entitled to this Demurrage Exception.

12.5.1.3 **Containerized Cargo or Motor Vehicles in Containers for Transshipment**

Cargo or vehicle in Containers held in the Pier, Transit Area or any Consignee holding area reserved for its own use, which has been originally manifested as Transshipment Cargo to other destinations without change in form or content, including both loaded and Empty Containers will be subject a free-time period of twenty (20) Calendar Days. Cargo or vehicle in Container remaining in the Pier (transit area) in excess of twenty (20) Calendar Days shall pay Demurrage according to the tariff in effect and shall pay, in addition, outgoing Wharfage, when finally such Cargo is embarked to its next destination.

The Vessel Owner, the Master, the Agent or any person in charge of the Vessel must evidence by Manifest and Bill of Lading, or any other

equivalent documents, that the Cargo is Transshipment Cargo to be entitled to this Demurrage Exception.

12.5.1.4 Cargo Subject to Federal & Commonwealth Agencies Clearance Imported

Cargo or vehicles, which require clearance from US Customs and Border Protection or US Department of Agriculture, State Department of Agriculture or any other Federal or Commonwealth Regulatory Agency, will have a Free Time of eight (8) Calendar Days at PRPA facilities.

12.5.1.5 Foreign Countries Cargo or Vehicles

Export Cargo or vehicles going to foreign countries, will have a free-time period of eight (8) Calendar Days at PRPA facilities.

12.5.1.6 Cargo of Federal, Commonwealth and Local Government

Cargo which belongs to the Federal or Commonwealth Government and which is intended purpose is for education, health, public aid to be used on a For Major Situation, when exceeding 1,000 tons, will have a free-time period of nine (9) Calendar Days at PRPA facilities. If less than 1,000 tons apply section 12.5.

12.5.1.7 Diplomatic Member's Cargo

Cargo or vehicle consigned to or to be shipped by an embassy or members of foreign diplomatic organizations which is considered as diplomatic Cargo, particularly furniture and household appliances or effects, up to a maximum of 4,000 pounds, will have a Free Time period of twenty (20) Calendar Days at PRPA facilities. If more than 4,000 pounds apply Section 12.5.

12.6 Demurrages Charges

Demurrage Charges starts to apply immediately after Free Time expires, as applicable under Article 12.5.

12.6.1 Cargo (1 to 5 days)

Applicable to each of the first five (5) calendar days and/or fraction thereof, after the free time expires.

Per CWT	\$0.16
Per Cubit Feet	\$0.04

12.6.2 **Cargo (after 5 days)**

Applicable to each calendar day and/or fraction thereof, after the charge for the first five (5) calendar days of demurrage has been applied.

Per CWT	\$0.08
Per Cubit Feet	\$0.05

12.6.3 **Vehicles (1 to 5 days)**

Applicable to each of the first five (5) calendar days and/or fraction thereof, after the free time expires.

Per CWT	N/A
Per Cubit Feet	\$0.04

12.6.4 **Vehicles (over 5 days)**

Applicable to each calendar day and/or fraction thereof, after the charge for the first five (5) calendar days of demurrage has been applied.

Per CWT	N/A
Per Cubit Feet	\$0.05

12.6.5 **Empty Containers, Flat beds and Chassis**

Per each Calendar Day and/or per fraction thereof	\$8.17 per Container
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13.0 Billing Rules and Payment Responsibility

13.1 Dock and Ship Management System

PRPA shall require the use of DSMS as the primary source for gathering information about a Maritime Operation, including but not limited to Cargo manifests, and/or any other procedures, rules and methodology that from time to time PRPA deems necessary for billing and statistic purposes, regardless whether the vessel unloads and/or loads cargo in PRPA facilities or a private facility.

If for any reason DSMS is not available, due to the interruption of the web service, DSMS maintenance, power energy interruption or any other situation, Vessel Owner or Vessel or Ship Agent, and/or secondary agent shall observe the self-billing procedures as defined in this tariff.

Whenever a Vessel carries Cargo, which belongs to two or more different Agents, PRPA shall assign the role of Primary Agent to the Company who requested the Docking Permit.

Cargo manifests are solely the responsibility of the Vessel or Ship Agent recognized as the Primary Agent, and for which Port Services and Dockage Charges are billed.

The Primary Agent shall be responsible for the payment of Port Service Fees, Dockage charges, water charges, electricity charges, overtime charges (when applicable) and any other applicable charge and/or fee.

Cargo Manifests are the responsibility of the Vessel Owner and/or Primary Agent and/or Wharfage Agent and/or Agent. PRPA will provide individual wharfage billing and any other applicable charge and/or fee for shared Maritime Operations when the companies currently engaged in Maritime Operations at PRPA and have credit approved.

13.1.1 Liability on using DSMS

As a DSMS user, the Vessel Owner and/or Ship Agent and/or authorized representative shall be legally bound and responsible for the information provided, including its correctness and validity. In accordance with section 13.1.5 of this document, a penalty of 25% of the total invoice will be charge to manifest retransmissions, changes, reviews and/or reloads.

It is extremely important that the Vessel Owner and/or Ship Agent and/or authorized representative maintain a rigorous control of the passwords, especially whenever there is shift of personnel and/or upon employee termination. It is the Vessel Owner and/or Ship Agent and/or authorized representative responsibility to inform in writing as soon as the revocation

of a password occurs and/or a new password is requested. The Vessel Owner and/or Ship Agent and/or authorized representative will be responsible for any transaction that takes place whether with or without his/her previous consent and/or authorization.

13.1.2 Regular Cargo and/or Passenger Maritime Operations

Regular Cargo and/or Passenger Maritime Operations at PRPA facilities shall be required to enroll for the use of DSMS through a writing request to the Maritime Management Director, including a contact person for training purposes.

13.1.3 Pleasure Crafts or non-Commercial Vessels

The Pier Attendant shall bill pleasure Crafts or non Commercial Vessels.

13.1.4 Non-regular Cargo and/or Passenger Maritime Operations

The Pier Attendant shall bill non regular Cargo and/or Passenger Maritime Operations.

13.1.5 Submission of Billing and Statistics Documents, Charges and Penalties

All inbound documents shall be provided to the PRPA prior to arrival and all outbound documents shall be received by the PRPA within two (2) working days from the conclusion of operation. Said documents must be submitted through the DSMS program.

It is the responsibility of the Vessel Owner and/or Primary Agent and/or wharfage Agent and/or Agent to provide the corresponding documents. The documents provided must be the same documents as the ones submitted to the Treasury Department ("Hacienda").

Such documents shall include:

(a) Cargo manifest, including Bill of Lading or any other document used to support the type of Cargo and measurements, Revenue Passenger Belongings, Empty Containers, Chassis, molasses and Liquid Cargo. Manifest must include the lot number and Dock ID according Docking Permit Request ID when transmitted to the Treasury Department and the commodity code included in the latest US Harmonized Tariff Schedule 2013. Commodity codes are the followings:

- 1- Charter 86 – Empty Containers
- 2- Charter 17 – Molasses
- 3- Charter 27 – Liquid Cargo in BBLs

4- LOOSE - Package Type (General Cargo)

5- Charter 84, 87 and 89 – Package Type (Motor Vehicles including Boats)

(b) Passenger Manifest

(c) All Inbound Manifest must include the lot number when transmitted to the Treasury Department.

Changes, Manifest Reload & Review

The Vessel Owner and/or Ship Agent and/or authorized representative are responsible for reviewing the draft invoice generated by the DSMS system before the invoice is post to client accounts.

The Agent will have a grace period of two (2) working days from the time of arrival of the vessel to correct errors, add any pertinent information and reload the inbound manifest. The Agent will have a grace period not to exceed two (2) working days after the conclusion of operation to review and reload the outbound manifest.

The only information allowed to be corrected or added upon review before reloading the document is limited to the following:

- docking id
- commodities codes
- quantities
- weight
- package unit
- unit measure
- carrier company
- incomplete manifest or lots
- discharge ports

Miscellaneous Charge

Documents regarding miscellaneous charges must be filed at the Pier Attendant Office or at the PRPA Billing Office or at the third party's office designated by the PRPA, no later than two (2) working days from the conclusion of the Maritime Operation. Miscellaneous Charges shall include the purchase of services, such as Water, Electricity, Telephone, Cleaning Services, and Overtime, among others.

Penalties for missing documents or late billing documents

For inbound operations, commencing on the time of the vessel's arrival, a two (2) working days grace period will be provided to produce missing

documents, reload manifest and/or submit late billing and statistic documents; a penalty of 25% of the total invoice will be assessed for every twenty four (24) hour period thereafter.

For outbound operations, commencing on the time the operation is finished, a two (2) working days grace period will be provided to produce missing documents, reload manifest and/or submit late billing and statistic documents; a penalty of 25% of the total invoice will be assessed for every twenty four (24) hour period thereafter. In the event that there are more than two (2) incidents of default within the same calendar year, the penalty assessed will increase to 100% of the total invoice.

First time penalty exception for missing documents or late billing and/or statistic documents

The Vessel Owner and/or Ship Agent and/or authorized representative who inadvertently forget to deliver the billing and/or statistic documents and voluntarily submits them within twenty four (24) hours period from the grace period, a penalty of .0493% daily interest or 18% annual interest, upon PRPA discretion, will be applied to the total invoice. This exception applies only to the first occurrence.

Summary as follows:

Summary of Due Dates

Concept	Credit Client		Non-Credit Client	
	Inbound	Outbound	Inbound	Outbound
Submission	In Advance	2 working days	In Advance	2 working days
	Before Ship Arrival	After conclusion of Operations	Before Ship Arrival	After conclusion of Operations
Changes, Additions, Reload	2 working days	2 working days	2 working days	2 working days
Penalties	Over 2 working days	Over 2 working days	Over 2 working days	Over 2 working days

Responsibility for Payment

All invoices are due and payable upon presentation unless other arrangements are made with PRPA.

For credit Vessel Owner or Agents, PRPA will upload the invoice to the DSMS and/or will send the invoices via e-mail and/or any other electronic means agreed upon the parties.

For all intended purposes, the moment the invoice is uploaded to the DSMS will be deemed as the presentation date and time.

Credit Customer

Vessel Owner and/or Ship Agent and/or authorized representative approved by PRPA as a credit customer, may apply for a 2% discount on Wharfage, Dockage and Port Services invoices, when payment in full is received by APPR within five (5) Working Days from date receipt of invoice (*The invoice should be submitted by at least one of the following methods: Invoice at the DSMS System or via Email or via Fax or Regular Mail*). Payment will be deemed received on the date its post marked by the PRPA finance department and/or the date it's posted in the PRPA bank account in the case of an electronic transfer or a direct deposit is made.

Discount is not applicable to miscellaneous charges including, but not limited to, water, electricity, telephone, cleaning services, overtime, facility surcharge and container scanning surcharge among other reimbursable expenses. Discount will not be applicable in the event that one or more of the exceptions on assessing port service charges stated in section 6.3.1 apply and/or in the event the discounts stated in sections 7.2.2.3 through 7.2.2.8 apply.

Vessel Owner and/or Ship Agent and/or authorized representative approved by PRPA as a credit customer shall pay the invoice in full within thirty (30) Calendar Days from date receipt of invoice (*The invoice should be submitted by at least one of the following methods: Invoice at the DSMS System or via Email or via Fax or Regular Mail*). An invoice shall be considered past due commencing on the sixteenth (16) Calendar Day from the invoice date. A .0493% daily interest rate fee or 18% annual interest rate fee will apply while the invoice is outstanding, unless otherwise stated by PRPA.

Delinquent accounts

Balance due over ninety (90) Calendar Days, are subject to revocation of credit privileges, collection of outstanding balance from pledge and/or guarantees and docking permit request denial and/or cancellation, in

accordance with section 6.4.2. Excluding formal claims requested as per tariff procedure 13.3 Term to file claims.

Non- Credit Customer

Vessel Owner and/or Ship Agent and/or authorized representative approved by PRPA, may apply for a 2% discount on Wharfage, Dockage and Port Services invoices, when cash payment in full is received by APPR. The invoice shall be considered past due the following working day from the draft invoice date.

Non-credit Vessel Owners and/or Agents with total or partial invoices past due, after twenty-four (24) working hours, are subject to a .0493% daily interest rate fee or a 18% annual interest rate fee, until the invoice is paid in full.

SUMMARY OF DUE DATES as follows:

Summary of Due Dates

Concept	Credit Client		Non-Credit Client	
	Inbound	Outbound	Inbound	Outbound
Discount	2%	2%	2% if payment is receive one (1) working day or before, after conclusion of operation	2% if payment is receive one (1)working day or before, after conclusion of operation
	If payment is receive in (5) working days	If payment is receive in (5) working days		
Full Payment	30 Calendar Days	30 Calendar Days	After 1 working day	After 1 working day
	From Invoice Date Received	From Invoice Date Received	From Invoice Date Received	From Invoice Date Received
Interest	.0493% daily or 18% annually	.0493% daily or 18% annually	.0493% daily or 18% annually	.0493% daily or 18% annually
	Due in 16 Calendar Days from invoice date	Due in 16 Calendar Days from invoice date	After 24 hours working day	After 24 hours working day

13.3

Term to File Claims

All claims related to maritime operations and/or port charges shall be filed within thirty (30) calendar days from the date of the invoice and/or supplemental invoices subject to claim.

When applicable, claims submitted must include:

- (a) reason for the complaint and/or type of error;
- (b) evidence and/or supporting documents (in the event of replacement of any Manifest document, additional evidence shall be required, as a proof of such replacement to Regulatory Agencies);
- (c) reference to the Maritime Operation information, including, but not limited to (Vessel, period, invoice number and so forth.)

Supplementary invoices shall be issued as a result of a claim resolution, when such claim is granted by PRPA. Once the sixty (60) calendar days period to file a claim expires, the invoice will be deemed correct and final for all intended purposes.

This section does not apply to claims related to errors in manifest data reloaded, changes and/or additions after the grace period stated in section 13.1.5 has expired.

The term to file a claim provided in this section will not apply or extend the term provided to file a claim in section 13.1.5.

13.4

Credit Privileges for Payments

Vessel Owners and/or Consignee Vessel and/or Ship Agents with a regular schedule for Cargo and/or Passenger Maritime Operations shall apply for credit privileges subject to the evaluation of the credit history, financial condition and the submission of a pledge or guarantee that could be increased or decreased annually based on the amount of the Maritime Operations. Such pledge or guarantee shall be used against any delinquent account balance. Whenever this situation is present, PRPA may evaluate to cancel credit privileges or request the replenishment of the pledge or guarantee.

Credit privileges are only extended for the purposes of deferral the invoice payment, without being charged for penalties or interests within the period granted, according to section 13.2 of this tariff.

14.0 Cruise Vessels

14.1 Passengers Vessels - Rates and Fees

The following Dockage rates will apply to Passengers Vessels, Cruise Ships, Passenger and/or Cargo Vessels, Ferryboats, Charters and/or Commercial Recreational Passenger Vessels carrying twelve (12) or more revenue passengers.

\$.0739 per tons

14.2 Pleasure Crafts - Rates and Fees

The following Dockage rates will apply to Pleasure Crafts and will be calculated per calendar day, per LOA (Length Overall) of Vessels, as published in Lloyd's Register per periods of 1, 7 and 30 calendar days.

	Per feet in length
1 day	\$2.00
7 days	\$1.85
30 days	\$1.75

14.3 Cruise Vessel - Rates and Fees

The following Passenger Service Fee and/or Wharfage Fee will apply to Cruise Vessels and/or any Vessel carrying more than twelve (12) revenue passengers and/or tourists which berth at or; moor at PRPA facilities or; anchors at the harbor for embarking or disembarking purposes, shall pay a per passenger fee based on the revenue passengers and/or tourist paying for the voyage, and whose names appear in the passenger and/or tourist manifest. The maximum number of non-revenue passengers exempted from paying the fee is fifteen (15).

A Passenger Fee shall be assessed per any passenger who is embarking, disembarking or in transit. Round trip passengers shall be assessed once, whenever a passenger is disembarking as part of the same voyage previously embarking at a PRPA Port.

Per passenger	\$13.25
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14.4 **Cruise Vessels - Allowances or Incentives Programs**

Cruise Vessel enterprise and/or Consignee Agent may apply to any available incentive program through the Puerto Rico Tourism Company, and/or any other government agency, following and complying with the required rules and conditions. The approval of allowance and/or incentive programs under the Commonwealth of Puerto Rico as a payback based on passengers or tourist has no direct reduction on the Charges assessed by PRPA nor PRPA has any responsibility for the delay on the reimbursement for such allowances.

PRPA can establish a separate arrangement with the Cruise Vessel enterprise or Consignee Agent for reimbursement of the incentives.

14.5 **Maiden Voyage**

Passenger services and/or cruises that use the Port Authority facilities in San Juan for the first time shall be exempt from wharfage and/or passenger charges as a maiden trip concession. This concession is granted only to maiden vessels and does not apply to first time agents, owners or any vessels that has previously provided services within the Port of San Juan.

14.6 **Liability for Payment**

Tariff assessed shall be paid in full to PRPA. No credit shall be provided to a cruise vessel enterprise and/or vessel and/or ship agent who files and/or has received approval for allowance on a per passenger basis from any government agency, including, but not limited to, the Puerto Rico Tourism Company.

15.0 Provisions

Any matter not covered by these rules will be resolved by the Executive Director in accordance with the applicable laws, regulations, general memoranda, quoted resolutions, and any matters not provided herein shall be governed by the rules and principles of good governance.

16.0 Separability

Should any provision, clause, paragraph or section of these Regulations be declared invalid or unconstitutional by a court having jurisdiction, such declaration shall not affect, impair or invalidate the remainder of these regulations. The effect of the declaration of invalidity or unconstitutionality shall be limited to the provision, clause, paragraph or section that had been declared invalid or unconstitutional.

17.0 Effectiveness, Derogation and Approval

These Regulations will become effective thirty (30) days after being filed with the Department of State, and it will derogate any other existing provision on this matter that may be contrary to or inconsistent with the provisions herein.

In San Juan, Puerto Rico this _____ day of _____ 2016

Executive Director