

**New York Passenger Ship
Marine Terminal Schedule No. 010182**

**NAMING RULES AND REGULATIONS FOR PASSENGER VESSELS
AND PASSENGERS**

Issue Date: 1, January 2009

This schedule is issued by Ports America, Inc., here after referred to under authority of the Federal Maritime Commission and supercedes all previously issued schedules.

This schedule shall be applicable to New York City Passenger Ship Terminal within the Port of New York, which Ports America, Inc. operates.

PRINCIPAL OPERATOR:

Ports America, Inc.
99 Wood Avenue South
Iselin, N.J. 08830
732-635-3816
www.portsamerica.com

TERMINAL:

New York City Passenger Ship Terminal (NYCPST)(Terminal)

Piers 88, 90 operated by Ports America, Inc.(Terminal Operator)

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SECTION I

Operation: Ports America, Inc will provide the Terminal, labor, equipment, supervision and security for the expedition of passenger embarkation and debarkation and associated services connected with the accommodation of passenger vessels at NYCPST.

RULES AND REGULATIONS **STRAIGHT TIME AND OVERTIME CHARGES**

Normal working hours shall be from 8:00 AM to 12:00 noon and 1:00 PM to 5:00 PM on Monday through Friday inclusive, holidays excepted.

Services performed by Ports America, Inc for the convenience of the carrier outside the aforementioned hours and services performed on Saturday, Sundays and ILA holidays specified in the collective bargaining agreement in effect in the Port of New York governing the employment of longshore labor, shall be subject to a surcharge of the hourly rate.

RULES AND REGULATIONS **I.L.A. HOLIDAYS**

The following are I.L.A. Holidays

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Gleason's Birthday
6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Veteran's Day
11. Election Day
12. Columbus Day
13. Thanksgiving Day
14. Christmas Eve
15. Christmas Day
16. New Year's Eve

RULES AND REGULATIONS **LIABILITY**

LIMITATION OF LIABILITY:

Ports America, Inc shall be liable only for damages resulting from its failure to exercise due and proper care in performing the services provided herein. Except as may be caused by it's own negligence, vessels, their owners or agents, and all other users of the Terminal facilities agree to indemnify and save harmless the Terminal Operator, New York City Economic Development Corporation and the City of New York from and against all losses, claims, demands, and suits for damages, including death and personal injury, including court costs and attorney's fees, incident to or resulting from their operations on the property of the Terminal and the use of its facilities.

The Terminal Operator, for the services performed under this tariff, assumes no liability for loss or damage to freight or cargo handled or transshipped through the Terminal, including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft or other causes.

Users of the Terminal property, and facilities, including vehicles, common carriers, vessels, etc., their owners, agents and operators, shall be responsible for all damage resulting from the use of such property and facilities.

The Terminal Operator reserves the right to repair, replace or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the Terminal property and facilities including damages to docks, piers, bulkheads, wharves, equipment, water, heat, light, etc., and hold the user or users, their vehicles, common carriers, vessels, etc., their owners, agents, and operators, any other party or parties that may be in any way considered responsible for the damages liable for payment of damages, together with all interest, costs, attorney's fees that may be incurred in the collection of the damages. The Terminal Operator may detain any vehicle, common carrier, vessel, water craft, etc., that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, costs and attorney's fees. This section is not to be construed as holding the Terminal user liable for any portion of damage caused by the Terminal Operator's negligence.

SECTION II

RULES AND REGULATIONS FOR TERMINAL USAGE

BERTH ASSIGNMENTS:

On requests for a berth, the Terminal Operator will designate the particular berth at which the vessel shall dock. The Terminal Operator does not guarantee to furnish docking facilities on demand.

Naval vessels may be moored at the facilities under special arrangements. Naval vessels associated with special events and not engaged in waterborne commerce shall be

permitted to dock at the facilities pending an available berth and confirmation that such vessels can safely be accommodated at the existing berths and facilities.

Any special modifications or additions to the facilities' berths to accommodate naval vessels must be supplied by the naval vessels and approved by the Terminal Operator. The Terminal Operator may order any vessel to vacate any berth when it is deemed that the continued presence of such a vessel at such berth would be a potential hazard to the vessel, the applicable berth, the terminal or the rights or property or safety of others. The Terminal Operator shall provide written notice (administrative message, facsimile transmission, etc.) to the user, ship's agent, or party arranging for the berthing of the vessel. "The Responsible Parties" advising of the requirements to vacate and referring to this tariff in the communication. The notice shall state the time that the berth must be vacate and shall be presented at least four hours prior to said time. If the vessel fails to promptly vacate the berth as ordered, the Responsible Parties shall bear the costs or any other obligation for and damage or other consequences which may be incurred by the Terminal Operator, the vessel, or others as a result of such failure to vacate.

DEFINITIONS OF TERMS:

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

Wharfage is a charge for use of the wharves, pier or bulkheads by all passengers or vessel personnel passing or conveyed over wharf. Wharfage is solely the charge for use of the wharves and does not include charges for any other service. Wharfage charge does not include insurance of any kind.

Passenger Vessel is a seagoing vessel other than one in Military or Naval Service engaged primarily in carrying passengers.

Passenger at NYCPST is any person carried on a vessel who is not connected with the operation or such vessel, her navigation, ownership or business.

In Transit Passenger is a passenger on a continuous voyage of a vessel making the Port of New York, a port of call.

Military or Naval Vessel is a vessel which is owned by the United States of America or by a foreign nation, whose crew consists of members of the army or navy of the United States of America or a foreign nation, and which is engaged in the performance of some service for the United States of America or a foreign nation.

TERMINAL RULES:

Security measures for passenger vessels: at the New York City Passenger Ship Terminal are required to be in compliance with, Maritime Transportation Security Act of 2002 and USCG Regulations 33 CFR 104-105, applicable for vessels part 104, and applicable for facilities part 105. In addition, all persons must comply with the security requirements outlined within the Facility Security Plan while at the Terminal. Any security related questions or comments should be addressed to the Facility Security Officer (FSO).

Safety: Parties using the Terminal are required to conform with any and all municipal, state and federal regulations including but not limited to OSHA, USCG, EPA, NYSDEC, DOT and will be held responsible for any violations of same.

Damaged, Abandoned or Unidentified Equipment Disposition: The Terminal Operator will not permit storage of equipment or materials on the facilities. The passenger vessel, and any other vessel shall be notified in writing that they have three (3) days to remove them from the terminal. If after proper notification the equipment or materials still remain on the facility, it shall be removed at the expense of the vessel, their owners, agents or operators.

Discharging Sewage: Federal and State law strictly prohibit pumping sewage into the waters of New York City.

Discarding Ballast or Rubbish: Pumping ballast or discarding rubbish garbage or any debris into the slips or channels or in berths or on the Terminal is strictly prohibited. Violators will be subject to penalty charges. Approved, reliable, authorized contractors must be obtained for services such as pumping oil and sludge, or collecting garbage or solid waste for offload and disposal under MARPOL regulations.

Shipboard and Terminal Welding/Burning: Welding and/or burning of any type is strictly prohibited while vessels are berthed at the terminal without express written authorization from the Terminal Operator and the USCG.

Removal of Objectionable Material: The Terminal Operator reserves the right to move freight or other material which in its judgment is likely to damage other property, to another location, at the risk and expense of the owner of the freight or other material.

The Transfer of Flammable or Combustible Liquids from Tank Vehicles: The transfer of flammable or combustible liquids from tank vehicles to portable cargo tanks either aboard ship or on the wharf shall not be conducted on the Passenger Terminal Piers 88, 90, or 92. Tank vehicles with flammable or combustible liquids for transfer of such commodities are prohibited from servicing ships from the Passenger Ship Terminal Pier. All ship flammables or combustible bulk discharge or loading is to be conducted from off shore directly to the ship.

TERMS AND CONDITIONS:

Consent: Use of the piers, docks and other facilities under the jurisdiction of the Terminal shall constitute a consent to the terms and conditions of this tariff and evidence and agreement on the part of all vessels, their owners and agents, and all other users of these facilities, to pay all applicable charges and be governed by all rules and regulations published herein.

Waiver of Immunity: Any user of the Terminal, in consideration for services performed, waives any defense of sovereign immunity to charges, fees or damages to be recovered by the Terminal.

Terminal Operator: The Terminal Operator reserves the right to the use of the facilities it operates, and permission for the use thereof must be obtained from the Terminal Operator.

Negotiated Contract: Charges, rates, rules and regulations published in this tariff apply to any passenger vessel, which uses the NYCPST, such passenger vessels shall be permitted to use the Terminal only pursuant to a negotiated contract with the Terminal Operator. The Terminal Operator does not obligate itself to provide services beyond the reasonable capacity of its property and facilities.

Billing Information: Vessels, their owners or agents shall allow the Terminal Operator to have access to manifests or any other pertinent documents for the purpose of obtaining

necessary information for correct billing charges. They shall within one (1) calendar day after the vessel sails, furnish to the Terminal Operator with other detailed reports or any information which might be required for accurate billing of vessel charges. Terminal Operator reserves the right to audit all documents and use the findings of such audits as a basis for charges.

Disputed Invoices: Questions regarding the validity of invoices or portions thereof must be submitted in writing to the Terminal Operator within ten (10) days after presentation of the invoice. Invoices not questioned within this ten (10) day period must be paid as presented.

SECTION III

RATES AND TERMS OF PAYMENT

Dockage Charges: Passenger vessels: \$0.11 per gross registered ton (GRT) of the vessel per 24-hour period.

All billing will be based on twenty-four (24) hour period or fraction thereof. The period of time for which dockage charges shall be assessed against a vessel shall commence when such vessel is made fast to the pier or dock and continue until such vessel has vacated the berth.

Wharfage Rates: \$17.60 per passenger each way for a homeport and once for each in-transit port-of-call.

Automobiles loaded or discharged - \$15.00 per automobile
Fresh Water - \$3.85 per 100 cubic feet

Dockage and Wharfage Of Naval Vessels
Per twenty four hour period or part thereof - \$10.50 per lineal foot

Credit and Payment of Invoices:

The Terminal Operator, in its discretion, reserves the right to assess charges and submit invoices to all users of the Terminal, their agents or servants. The responsibility for terminal charges incurred by a vessel shall rest with the local agent and/or owner of such vessel unless other arrangements have been made.

Vessels, their owners and agents, and other users of Terminal facilities shall be required to permit access to manifests or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.

Invoices rendered in accordance with this tariff are due on presentation. Failure to pay within the agreed credit terms may cause the name of the responsible party to be placed on a delinquent list and such party may be denied further use of the facilities until all outstanding charges have been paid. The Terminal Operator reserves the right to estimate and collect in advance all charges, which may accrue against vessels if credit has not been established with the Terminal Operator. Use of the facilities may be denied until such advance charges have been paid. The Terminal Operator reserves the right to apply any payment received against the oldest outstanding invoices.

The Terminal Operator may extend credit to any user of the Terminal facilities at its sole discretion upon application for credit and demonstration of financial worthiness. Credit worthiness may be demonstrated through the disclosure of current financial statements or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references, including a bank reference.

For users of the Terminal not granted credit, the Terminal Operator may extend credit to those customers who will post and maintain a Standby Letter of Credit or Performance Bond in the form and content, and with a bank acceptable to the Terminal Operator's maximum exposure for a period of time determined by the Terminal Operator.

In the absence of satisfactory credit, Letters of Credit and Performance Bonds are required to insure the Terminal Operator against the loss of funds that accrue for the use of the facilities or services rendered.

In the event the Terminal operator is required to resort to legal process to collect sums due pursuant to this tariff, the party found to be responsible for the payment of such charges agrees to pay all costs and expenses of such proceeding, including reasonable attorneys fees.