

THE CITY OF MOBILE  
MOBILE ALABAMA CRUISE TERMINAL  
Marine Terminal Operator Schedule No. 4

ISSUED: AUGUST 1, 2018

EFFECTIVE: AUGUST 1, 2018

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SECTION 100 – GENERAL INFORMATION, RULES AND REGULATIONS

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ITEM

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The City of Mobile is the owner and operator of The City of Mobile Alabama Cruise Terminal (MACT). The “City” refers to the City of Mobile. “Terminal” refers to the City of Mobile Alabama Cruise Terminal

101 DEFINITIONS

Words and terms used in this tariff are defined as follows:

AGENT OR VESSEL AGENT: The party or entity which submits the application for berth.

ARRIVAL AT BERTH: The time at which an incoming vessel moors to her berth.

BERTH: The water area at the edge of a wharf, including mooring facilities used by a vessel while docked.

DAY: A consecutive 24-hour period or fraction thereof.

DEPARTURE FROM BERTH: The time at which an outgoing vessel unmoors from her berth.

DOCKAGE: The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

HANDLING: The service of physically moving cargo between point of rest and any place on the Terminal, other than the end of ship’s tackle.

FACILITIES: Any and all facilities of any kind on or at the Terminal, including the Terminal, the Mobile Landing, and the Mobile Landing Boat Dock.

LINER SERVICE: Vessels making regularly scheduled calls for the receipt and delivery of cargo and/or passengers.

LOADING & UNLOADING: The service of loading or unloading cargo between any place on the Terminal and railroad cars, trucks, or any other means of land conveyance to or from the Terminal.

MOBILE LANDING: The wharf extending from the south end to the Terminal to its intersection with Cooper Riverside Park to include the notched/indented ferry landing section at south end of Cooper Riverside Park.

MOBILE LANDING BOAT DOCK: The City of Mobile owned floating boat dock located at the north end of the Mobile Landing and the south end of Cooper Riverside Park.

PASSENGER: Any person traveling aboard a vessel who is not employed for or engaged in its operation.

PASSENGER IN TRANSIT: A passenger aboard a vessel making a port of call visit.

PORT OF CALL: A visit of a vessel to the Terminal.

PORT OF CALL DAY: A visit of a vessel for a consecutive 24-hour period or fraction thereof.

SMALL COMMERCIAL PASSENGER VESSEL: Any vessel certified to carry passengers for hire less than 70 feet in length.

TERMINAL: The City of Mobile Alabama Cruise Terminal, including the adjacent parking facility, wharf confined within the fence line, related structures and grounds.

TON: A unit of weight of 2,000 pounds.

USAGE: The use of the Facilities, including but not limited to, use by any vessel, Small Commercial Passenger Vessel, owner, charterer, or agent, rail carrier, lighter operator, trucker, shipper, or consignee, their agents, servants and/or employees.

USER: Any person, partnership, corporation, other entity, or vessel engaged in Usage, including, without limitation, employees, invitees, agents, successors and assigns, doing business on or in connection with the Facilities, or owning or having custody of cargo on or moving over the Facilities.

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**VESSEL:** Every description and species of water craft or other artificial contrivance, whether or not self-propelled, capable of being used as a means of transportation, including the owner(s) thereof.

**WHARF:** Any wharf, pier, quay, landing, or other stationary structure which may be utilized in the transit or handling of cargo or passengers, including without limitation other Facilities alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo or passengers.

**WHARFAGE:** A charge assessed against the vessel on all cargo or passengers passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

102 ABBREVIATIONS: Reserved

103 COMPLIANCE WITH THE LAW

All common carriers, vessels, their owners and/or agents, forwarders, tenants and any other Users of the Facilities shall fully comply with all applicable Federal, State, County and City laws, statutes, ordinances, rules and regulations.

104 CONSENT TO TERMS OF THE TARIFF

The use of the Facilities shall constitute a consent to the terms and conditions of this Tariff and evidences an agreement by all vessels, its owners, charterers, agents, and other Users of the Facilities to pay all charges specified in this Tariff, to be governed by all rules and regulations herein contained, to abide by all rules and regulations of the City of Mobile, and to discipline and cure any and all of its/their infractions thereof.

105 INTERPRETATION AND APPLICATION OF TARIFF

Rates, rules and regulations contained in this Tariff, inclusive of any amendments which may be made from time to time, are applicable at the Facilities, on the effective date shown in this Tariff, to all users, absent a written berthing agreement. Revised pages shall be issued to cover changes in this Tariff; however, all rates, rules and regulations in this Tariff are subject to change without notice except as may be required by law. The interpretation of this Tariff, including without limitation its terms, provisions, charges and the application thereof, shall be at the sole discretion of the City.

106 FACILITY SECURITY AND ACCESS TO TERMINAL PROPERTY

The Terminal is compliant with The Maritime Transportation Security Act (MTSA), 33 CFR Part 105, Maritime Security: Facilities. The confines of the Terminal can be readily identified by its security fence. The wharf

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extending north of the terminal fence-line fronting the GulfQuest Maritime museum and extending north to Cooper Riverside Park is not considered part of the Terminal with respect to compliance with 33 CFR Part 105 and does not comply with 33 CFR Part 105. Any vessel required to adhere to 33 CFR Part 104 cannot berth, tie-up to or use any portion of the Mobile Landing wharf north of the terminal boundary as evidenced by the fence-line. Any requests for alternate security arrangements shall be coordinated in advance with the Terminal Facility Security Officer.

107 ACCESS TO THE CITY OF MOBILE ALABAMA CRUISE TERMINAL FACILITY

A. Definitions:

1. Escort: an individual, who has been issued a TWIC, who engages in escorting, as defined in the Maritime Transportation Security Act (MTSA), 33 C.F.R. § 101-107, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a TWIC secure area.
2. Escorting: ensuring that the escorted individual is continuously accompanied while within a TWIC secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted.
3. Restricted Area: the infrastructure or locations identified in an area, vessel, or facility security assessment or by the owner/operator that require limited access and a higher degree of security protection.
4. TWIC Secure Area: the area over which an owner/operator has implemented security measures for access control, and includes restricted areas within TWIC secure areas.
5. Transportation Worker Identification Credential (TWIC): a common identification credential for all personnel requiring unescorted access to secure areas of MTSA-regulated facilities and vessels, and all mariners holding Coast Guard-issued credentials. Individuals who meet TWIC eligibility requirements are issued a tamper-resistant credential containing the worker's biometric (fingerprint template) to allow for a positive link between the card and the individual.

B. To promote public safety and efficient operations, the City may restrict access to part of or all Terminal. Notwithstanding any other provision herein, Users are responsible for the security of any area of the Terminal in which the User's cargo or other personal property is located. The City is not responsible for providing escorts to non-TWIC holding personnel of Users. The User is responsible for providing TWIC holding escorts to accompany and/or monitor, as applicable, their non-TWIC holding personnel.

C. Before being authorized to escort a non-TWIC individual, the TWIC-holding escort must have prior authorization from the Terminal. TWIC escorts shall comply with all rules pertaining to escorting non-TWIC individuals. The TWIC escort and its employer assume all liability for, and shall indemnify and hold the City harmless from, all penalties, fines and fees levied against the City for failure of the respective escort to comply with escorting responsibilities mandated by 33 C.F.R. §105 and other applicable U.S. Coast Guard requirements.

D. Docks and wharves, within secure areas, are restricted areas. Warehouses, designated open cargo storage areas adjacent to, or otherwise within the same immediate area of restricted areas, are designated TWIC secure areas. A TWIC is required for unescorted access to these TWIC secure and restricted areas at all times.

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E. Use of the Mobile Landing Boat Dock is restricted to Small Commercial Passenger Vessels for the purpose of embarking and disembarking passengers. Overnight mooring is prohibited. Users of the Mobile Landing Boat Dock must comply with all Federal and State requirements for carrying passengers for hire.

108 AUTHORIZATION REQUIRED TO ENTER UPON THE CITY OF MOBILE ALABAMA CRUISE TERMINAL

A. TWIC/PHOTO IDENTIFICATION CARD

1. Except as otherwise noted in this paragraph, all persons requiring unescorted access to TWIC secure areas must possess, and present, a TWIC, before such access is granted. Federal officials are not required to obtain or possess a TWIC card; provided, however that, except in cases of emergencies or other exigent circumstances, in order to gain unescorted access to a TWIC secure area, a federal official must present his/her agency's official credential. Properly credentialed state and local law enforcement officials, in the actual discharge of their official duty, are not required to obtain or possess a TWIC to gain unescorted access to TWIC secure areas. State and local emergency responders are exempt from the requirement to have a TWIC when they are responding to an emergency.

2. If an individual cannot present a TWIC because it has been lost, damaged or stolen, and he or she has previously been granted unescorted access to the facility and is known to have had a valid TWIC, the individual may be given unescorted access to TWIC secure areas for a period of no longer than seven (7) consecutive calendar days, or in accordance with the most current U.S. Coast Guard guidance, if the following requirements are met:

- a. The individual has reported the TWIC as lost, damaged or stolen to TSA as required in 49 C.F.R. § 1572.19(f); and
- b. The individual can present another identification credential that meets the requirements of 33C.F.R. § 101.515; and
- c. There are no other suspicious circumstances associated with the individual's claim of loss or theft.

B. If an individual cannot present his or her TWIC for any other reason, he or she may not be granted unescorted access to the TWIC secure area. The individual must be under TWIC escort, as described above, at all times when inside of a TWIC secure area.

C. With the exception of federal, state and local regulatory and law enforcement/emergency responders, all persons granted unescorted access to TWIC secure areas of the facility must be able to produce his or her TWIC upon request.

109 SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL

Ships' crew members and other seagoing personnel calling at the Terminal may be permitted access to Terminal Facilities, without a TWIC, for purposes of performing their assigned work, at the sole discretion of the Terminal.

110 PROHIBITION OF SOLICITATION AND UNAUTHORIZED VENDING

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The City prohibits solicitation of any kind or the vending or promotion of any product or service at the Facilities without the prior written authorization of the City. "Solicitation" shall include the passing out of literature, waybills or flyers and/or verbal communication for the purpose of promoting a product or service.

111 ENVIRONMENTAL COMPLIANCE

Without limitation of any other provision herein, any person operating on or using the Terminal, and any employee or agent of such person, including any person performing any service on the property of the Terminal (Collectively, "User"), by such User's operation, use, or performance, agrees, warrants and covenants that it shall comply at all times with the following provisions relating to environmental matters.

A. Compliance With Environmental Statutes and Regulations:

1. User shall conduct all of its activities at the Facilities in compliance with all federal, state and local statutes, ordinances, regulations, orders and requirements of common law concerning, without limitation, 1) those activities, 2) repairs or construction of any improvements; 3) handling of any materials, 4) discharges to the air, soil, waters of the State of Alabama, or other surface water or groundwater, and 5) storage, treatment or disposal of any waste at or connected with any activity at the Facilities ("Environmental Statutes").
2. User shall obtain all permits, licenses, or approvals and shall make all notifications and registrations required by Environmental Statutes. User shall at all times comply with the terms and conditions of any such permits, licenses, approvals, notifications, or registrations.
3. User shall provide to The City of Mobile Alabama Cruise Terminal copies of all of the following, to the extent they pertain to User's operations at the Facilities: 1) applications or other materials submitted to any governmental agency in compliance with Environmental Statutes; 2) any notification submitted to any person pursuant to Environmental Statutes; 3) any permit, license, approval, or amendment or modification thereto granted pursuant to Environmental Statutes; 4) any record or manifest required to be maintained pursuant to Environmental Statutes; and 5) any correspondence, notice of violation, summons, order, complaint, or other document received by a User pertaining to compliance with Environmental Statutes.
4. User shall promptly comply with any request by The City of Mobile Alabama Cruise Terminal that a User provide information or access to the Facilities reasonably necessary to enable The City of Mobile Alabama Cruise Terminal to demonstrate to a third person or governmental agency that no violation of Environmental Statutes or contamination as defined in paragraph (b) of this section has existed or does exist at the Facilities; or provide signatures, acknowledgments, affidavits, or otherwise cooperate in a reasonable manner reasonably required by the City to obtain any governmental approvals necessary under Environmental Statutes to transfer any interest in the Facilities or to transfer any permit or approval held by The City of Mobile Alabama Cruise Terminal under Environmental Statutes.
5. Site Contamination: User shall not cause or allow its employees, contractors or invitees to cause contamination of the Facilities. User shall at all times handle hazardous substances and cause hazardous substances to be handled in a manner which will not cause an undue risk of contamination of the Facilities.
  - a. For purposes of this Section, the term "contamination" shall mean the uncontained presence, above background levels, of hazardous substances at the Facilities, or arising from the Facilities which may require remediation under any applicable law.

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b. For purposes of this Section, “hazardous substances” shall mean any and all “toxic substances,” “toxic materials,” “hazardous substances,” “hazardous materials,” “regulated substances” or “regulated materials” as defined by any statute administered, or regulation promulgated, by the U.S. Department of Transportation, including its constituent Administrations and the U.S. Coast Guard; U.S. Environmental Protection Agency; and the Alabama Department of Environmental Management.

c. Other Hazardous, Toxic or Radioactive Materials: User shall not handle or permit polychlorinated biphenyls (“PCBs”), as defined pursuant to the Toxic Substances Control Act, substances containing PCBs, asbestos, or materials containing asbestos, or radioactive materials on the Facilities, without the prior, express written consent of The City of Mobile Alabama Cruise Terminal. Should the presence of asbestos, PCBs, or radioactive materials be discovered on the Facilities, the presence of which is attributable to User, its affiliates or any person or entity having either a direct or indirect contractual relationship with User, User shall, at its sole cost, promptly remove and dispose of such materials in compliance with law; provided however, that regardless of causation, User shall promptly notify The City of Mobile Alabama Cruise Terminal of the discovery of any asbestos, PCBs or radioactive materials on the Facilities.

d. Disposal and Removal of Hazardous Substances: User shall, at its sole cost, contract with a reputable, private licensed refuse removal firm for the removal and disposal of any hazardous substances generated, manufactured, introduced or used by User, from the Facilities in accordance with all Environmental Statutes. User shall under no circumstances store, treat or dispose of any hazardous, toxic or regulated material, substance, or waste at the Facilities

e. Indemnification by User: Without limitation of any other provision herein, by its use of the Facilities, User agrees to indemnify, defend and hold the City, including its officers, employees, and agents, harmless of, from, and against any and all expenses, loss, or liability arising from or relating to User’s generation, manufacture, introduction, use, handling, transportation or disposal of hazardous substances, or User’s breach of any of the provisions of this Section including, but not limited to, 1) any and all expenses incurred in relation to User’s non-compliance with any Environmental Statutes; 2) any and all costs incurred in relation to studying or remedying any contamination at or arising from the Facilities; 3) any and all costs incurred in studying, removing, disposing, or otherwise addressing any materials which are the subject of this Section; 4) any and all fines, penalties, judgments or other sanctions assessed upon the City, including its officers, employees, and agents, by reason of a failure of User to have ensured compliance with Environmental Statutes; 5) any and all loss of value of the Facilities by reason of (a) a failure of User to have ensured compliance with Environmental Statutes, (b) contamination of the Facilities, or (c) the presence on the Facilities of any other hazardous or toxic materials which are the subject of this Section; and 6) any and all legal and professional fees and costs incurred by the City in connection with the foregoing.

B. Inspections: The City may, at reasonable times but without the necessity of notice, enter and/or inspect any property located at any portion of the Facilities to conduct reasonable inspections, tests, samplings, or other investigations to satisfy itself that User has complied with the provisions of this Section.

C. All Vessels must meet the requirements of the Oil Pollution Act of 1990 (OPA 90), as amended.

112 INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR TERMINAL USERS

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A. Indemnity- Every User shall indemnify, defend, and hold the City, including its elected officials, employees, agents, successors, and assigns, harmless from and against any and all claims, suits, actions, damages, liabilities, penalties, judgments, cost and expenses, including without limitation reasonable attorney's fees and litigation cost and expenses, incurred or asserted in connection with any loss of life, personal injury, property damage, including without limitation damage to any vessel or cargo,, or claim of any type whatsoever, or violation of any federal, state, or local law, rule, or regulation, which is caused in whole or in part by such User, except that such person shall not be responsible for any damage, loss or injury caused solely by the City negligence or willful misconduct.

B. Environmental Indemnity – The indemnity provided in the preceding paragraph shall include and extend to any and all claims, suits, actions, damages, liabilities, penalties judgments, cost and expenses, including without limitation reasonable attorney’s fees and litigation expenses, incurred or asserted in connection with any environmental damage, clean-up, removal, response, assessment, or remediation required by or resulting from, any environmental condition or violation of any federal, state or local Environmental Law (as defined herein) occurring in connection with any person’s usage of the Facility or the performance of any service on the property of the City.

As used herein, “Environmental Law” means any statute, regulation, rule, or ordinance of any description whatsoever, of the federal, state or local governments or their agencies.

C. WAIVER OF SUBROGATION- Each User and each person performing any service on the property of the City waives any and all claims it may have against the City for injury, loss or damage covered under any insurance policy and each such person shall cause its insurance carriers to waive any right of subrogation with respect thereto and to so notify the City.

D. LEGAL EXPENSE - In case it becomes necessary for the City to engage counsel and / or initiate or participate in a legal proceeding to collect any monies due, enforce any provision, or remedy any default, under this Tariff against a User or a person performing any service on the property of the City, such User shall pay all expenses incurred by the City in connection therewith, including reasonable attorneys’ fees.

E. LIMITS OF LIABILITY- No provision contained in this Tariff shall limit or relieve the City from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the City of Mobile from liability for its own negligence.

INSURANCE: Each User agrees to obtain and maintain at the User’s own cost and expense insurance as required under the following paragraphs.

F. GENERAL REQUIREMENTS: All policies of insurance must be written with companies acceptable to the City of Mobile. Original certificates of insurance, which are signed by the licensed agent, and which provide evidence that the coverages are current and in place, shall be mailed or transmitted to: Mobile Alabama Cruise Terminal, ATTN: Terminal Director, 201 South Water Street, Mobile, AL 36602. Failure to provide current certificates within 10 days following policy expirations shall render null and void any agreements for facilities use. The City of Mobile reserves the right to require complete certified copies of any and all policies of insurance at any time.

1. The facility user’s insurance certificate shall include a provision that at least 30 days’ written notice will be given to the City of Mobile before limits and scope of coverage are materially altered or insurance protection is cancelled.

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2. The facility user's insurance policies shall include waiver of all rights of subrogation against the City of Mobile, its officers, officials, employees, volunteers and insurers for losses arising from its use of the City's facilities.

3. The facility user agrees that none of its subcontractors will be allowed to commence work on the City's property until (a) the subcontractor has obtained all similar insurance, or (b) the facility user has provided coverage for the subcontractor.

4. The facility user may purchase an umbrella liability policy to provide the limits of coverage specified, so long as such umbrella provides coverage is at least as broad as specified for the individual policy and the umbrella applies directly above the individual policy, without gap in limit of liability.

5. The facility user's insurance policies shall include endorsements providing that the City, its officers, officials, employees, and volunteers are to be covered as primary and non-contributory additional insured's, with respect to liability arising out of its use of the City's facilities. Except for the proven negligence of the City, the coverage shall contain no special limitations on the scope of protection afforded.

6. The facility user's insurance shall be primary insurance, regardless of policy language to the contrary. All premiums and deductibles are the responsibility of the facility user.

G. REQUIRED COVERAGE TYPES AND MINIMUM LIMITS

1. Commercial General Liability - \$2,000,000 combined single limit, for any one occurrence for bodily injury, including death, and property damage liability. Blanket Contractual Liability, Fire Legal Liability, Explosion/Collapse/Underground Property Damage Liability, Terminal Operators and Stevedores Legal Liability (if providing Stevedore services) coverage's must be included.

2. Pollution Liability - \$2,000,000, combined single limit, for any one occurrence, for on-site and off- site bodily injury and property damage, cleanup cost and the unloading and loading of product.

3. Business Automobile Liability - \$1,000,000 each accident, for bodily injury, including death, and property damage liability. Coverage must extend to "any auto."

4. Workers Compensation and Employers Liability – Statutory. Coverage as required by Alabama workers' compensation law, Federal statutes, including but not limited to U.S. Longshoremen and Harbor Workers Act (USL&H), Jones Act, Railroad Federal Employers' Liability Act (FELA), as applicable.

H. REQUIRED COVERAGE TYPES AND MINIMUM LIMITS FOR SMALL COMMERCIAL PASSENGER VESSELS

Notwithstanding Subsection G above, the required insurance coverage types and minimum limits for Small Commercial Passenger Vessels shall be as follows:

Comprehensive general liability coverage with limits of not less than One Million and no/1 00 Dollars (\$1 ,000,000.00) per occurrence for death, bodily injury, personal injury, and property damage, and in the sum of One Million and no/100 Dollars (\$1,000,000.00) for injury to or death of more than one person for each occurrence. Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of insurance and shall not contribute with it. The insurance required to be provided herein shall

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be underwritten by an insurance company approved by City, which approval shall not be unreasonably withheld.

113 TERMINAL USE PERMITS

A. Section reserved.

114 NON-TRANSFERABILITY OF PERMITS

A. Section reserved.

115 COMMERCIAL PASSENGER VEHICLE USE FEES

DEFINITIONS: Definitions for Section 116 and Section 204 of this Tariff may be found in City of Mobile Ordinances, Chapter 59, Section 59-2.

116 REQUIREMENTS FOR COMMERCIAL PASSENGER VEHICLES ACCESSING THE CITY OF MOBILE ALABAMA CRUISE TERMINAL

All Transportation Network Companies and Taxi-cab companies must pay a one-time account set up fee of \$50 and \$50 per month for the privilege of picking up and dropping off passengers at the Terminal. All commercial passenger vehicles to include limousines, courtesy shuttles, shuttles, must pay a one-time account setup fee of \$50 per vehicle to terminal operator or its agent for the privilege of accessing the Terminal to pick up passengers. Commercial passenger vehicles accessing the terminal before terminal entry is allowed for embarkation and are engaged in on-loading of passengers are presumed to be picking up passengers. See Section 204 of this tariff for a schedule of fees for commercial passenger vehicle.

All vehicles must be in compliance with the City of Mobile ordinances regarding vehicles for hire, including insurance requirements.

117 WELDING AND HOT WORK PERMITS REQUIRED ON MOBILE ALABAMA CRUISE TERMINAL

All portable cutting, welding, and other hot work for maintenance, construction, or modifications shall be administered safely. The City will issue permits only to those that provide adequate insurance as described in Section 112 G of this Tariff, gas-free certificates, confined space management and full compliance to all applicable regulations. A hot work permit application may be found in the Doing Business With Us section at [www.shipmobile.com](http://www.shipmobile.com). All documentation must be filed with the Facility Security Officer prior to permits being issued. The charge for issuing a welding/hot work permit shall be in the amount of \$25.00 (Twenty-Five Dollars).

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**118 SPRAY PAINTING AND SANDBLASTING**

No sandblasting or spray painting shall be performed at the Facility or on vessels docked at the Facility without prior written approval from the Terminal Security Officer. Any person or company desiring to perform such activities shall make a request for authorization in writing. The request shall contain a detailed description of the activities to be performed and materials to be used. Such requests shall be approved or denied at the sole discretion of the Terminal Security Officer.

**119 NO FIREARMS**

The possession, carrying and/or concealing of any weapon, firearm, or handgun at the Facility is strictly prohibited, except by law enforcement officials authorized by law to carry or possess a weapon.

**120 RESPONSIBILITY FOR CHARGES**

The use of the Facility shall constitute consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels, their owners and agents, charterers, and other Users thereto, including without limitation all charges and indemnification obligations.

**121 DUMPING INTO WATERS**

The dumping of oil, oily waste, grease or other related matter into the waters adjacent to the Terminal is prohibited by federal, state, and local laws and ordinances.

**122 MOTOR VEHICLES USE ON CRUISE TERMINAL PIER**

No person shall drive or operate or cause to be driven or operated any vehicle onto or upon any wharf or pier when, in the sole discretion of the City, such vehicle will damage the wharves, warehouses, piers or aprons or in any manner interfere with the efficient operation of the Facilities.

**123 NO SMOKING**

No person shall smoke upon the piers or wharves, nor in the warehouses, sheds or other structures of the Facilities.

**124 FIRE FIGHTING APPARATUS, ETC.**

No person shall obstruct or interfere with the free and easy access to, or remove or in any way disturb, any fire extinguisher, fire hose, fire hydrant or any other fire-fighting appliance or apparatus installed in or upon the Facilities.

**125 DAMAGE TO PROPERTY**

A. All vessels, their owners, charters and their agents, and all other Users shall be responsible for the expense of replacement or repair of any property damaged as a result of their use or occupancy thereof, whether or not such damage is caused by negligence or by the operation and conduct of third parties participating with

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them in their use or occupancy including, but not limited to, tugs and pilots. The expense of replacement or repair will be billed against the User (or Users jointly) for such damages as herein stated. Each User must indemnify the City in accordance with the provisions of Section 112 of this Tariff.

B. The discharge or stacking of heavy articles or cargo in such quantities as will cause excessive weight upon the piers, aprons or wharves will not be permitted without prior written authority of the City, which may be granted or denied in the sole discretion of the Terminal Director, and then only at the sole risk of the vessels, their owners or agents, or owner of the property so discharged, and subject to the indemnity and insurance obligations herein.

C. The Mobile Police Department may detain any vessel or other watercraft responsible for damage to the Facilities, until sufficient security has been posted for the amount of damage.

#### 126 SURVIVAL OF OBLIGATIONS

The provisions of this Tariff requiring insurance, indemnification, environmental compliance, and other obligations shall survive the termination of Users use of, operation, or provision of services at the Facilities hereunder.

#### 127 CARE, CUSTODY AND CONTROL OF CARGO

The rates published in this Tariff do not provide for, and the Terminal does not accept care, custody and control of the any cargo or other property while on the Facilities or on or in the piers, docks, transit sheds, warehouses or any other facilities managed and controlled by the City.

#### 128 LIABILITY FOR LOSS OR DAMAGE TO FREIGHT OR CARGO

Except as may be caused by its own sole negligence, the City shall not be liable for damage to or loss of any freight or cargo being loaded or unloaded at the Facility, nor for damage to or loss of freight or cargo on or in the Facilities from any cause whatsoever, including but not limited to fire, rain, floods, leakage or discharge of water from fire protection sprinkling systems, collapse of buildings, sheds, platforms, wharves, subsidence of floors or foundations, breakage of pipe, nor for loss or damage caused by pilferage or theft, rats, mice, moths, weevils, or other animals or insects, frost or the elements, contamination or shrinkage, nor shall the City be liable for any delay, loss or damage arising from strikes, tumult, insurrections or Acts of God, or any other causes whatsoever, nor from any of the consequences of these contingencies.

#### 129 LIMITATION OF LIABILITY OF CITY EMPLOYEES

The City of Mobile, its elected officials, agents, and employees shall never be liable to respond in damages or make indemnity or compensation of any character either singularly or collectively, by reason of, or due to any act or omission arising in connection with the City of Mobile Alabama Cruise Terminal.

#### 130 PAYMENT OF CHARGES

A. All invoices arising under this Tariff are due and payable upon presentation unless satisfactory credit arrangements have been made in the sole discretion of the City.

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B. The City reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and/or agents, charters, other Users, or against cargo loaded or discharged by such vessels or other Users, whose credit has not been properly established with the City, or who have been on the delinquent list. Use of the Facilities may be denied unless such advance payments or deposits are made.

C. The City reserves the right to apply any payment received against the oldest bill rendered against vessels, their owners and/or agents, charters, or other User

D. Any question or dispute with regard to the validity or accuracy of any invoice issued by the City must be reduced to writing and addressed to The City of Mobile Alabama Cruise Terminal, 201 South Water St. Mobile, AL 36602, within twenty (20) days after the invoice is presented for payment, or such questions or disputes shall be waived. Errors will be rectified by adjustment or amendment to the invoice based on information received and facts determined by the City. Any invoice not questioned or disputed within the twenty (20) day period will be considered valid and final.

E. This Tariff provision relates to the recovery of charges and/or fees incurred by the City from the use of a credit card by entities making payment to the City. The City reserves the right to apply a cost recovery and administrative fee of three percent (3%) to all invoices for charges and fees incurred under the terms of this Tariff by vessels, their owners and/or agents, charterers or other Users, or to other indebtedness incurred by any entity to the City, of more than three hundred dollars (USD \$300.00) and paid with, or by the use of, a credit card. Cruise ship passengers paying for cruise parking may be exempted from this provision.

#### 131 DELINQUENT INVOICES

Any invoice issued by the City of Mobile, which is unpaid 30 days after the date the invoice is presented, shall become delinquent.

As to any invoices which are or shall become delinquent, an interest charge of 12% per annum of the amount of such invoice shall be due and owing from the date of delinquency until paid.

Such interest charge shall compensate the issuer of this Tariff for loss of use of such delinquent amount, and shall be calculated on a daily basis based upon a per-annum basis of 365 days.

If an invoice is questioned disputed in accordance with Item 130 D, then such interest shall be due and owing on the correct amount of such disputed invoice from the date of delinquency until paid. If it is later determined by court action or otherwise that the User paying such disputed invoice has overpaid, such User shall then be reimbursed the amount of such overpayment at the rate of 12% per-annum, calculated on a daily basis as provided herein.

#### 132 DELINQUENT LIST

All vessels, their owners and/or agents, stevedoring companies, or other Users of the Facilities of the City of Mobile whose account becomes delinquent as set forth in Item no. 130 may be placed on the delinquent list and may be denied further use of the facilities until all such charges together with any other charges due shall have been paid.

Users whose accounts remain on the delinquent list and unpaid for more than thirty (30) days may be placed on "cash in advance" status.

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SECTION 200 – SCHEDULE OF FEES

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201 DOCKAGE CHARGES

Dockage charges will be computed on Length Overall (LOA) of vessel as published in Lloyd’s Register of Shipping; dockage will be based on an initial 24-hour period, after which a prorated charge will be assessed based on a 6-hour period or fraction thereof. Notwithstanding the foregoing, dockage charges will not be assessed to Small Commercial Passenger Vessels.

In Feet Over	In Feet Not Over	Rate Per Foot Per 24 Hour Day
0	199.9	\$2.77
200	399.9	\$3.64
400	499.9	\$4.95
500	599.9	\$6.65
600	699.9	\$7.72
700	799.9	\$9.80
800	899.9	\$11.81
900	Above	\$14.12

BARGES: Barge dockage will be assessed at the rate of \$107.46 per barge, per day for standard barges not exceeding 195 LOA.

All barges of or exceeding 195 feet LOA will be assessed vessel dockage rate per barge, per day.

Dockage will be assessed against all barges whether in berth or moored alongside any vessel for the purpose of delivering or receiving cargo or otherwise.

The City is not a party to the various charter and/or cargo agreements between barge owners, shippers and/or agents involved with barge transportation and will hold the owner of each barge operating within its Terminal, responsible for all dockage charges incurred by or against the barge to include barges working alongside any vessel berthed at its facilities.

202 WHARFAGE CHARGES

Per Passenger Embarkation	\$10.00
Per Passenger Debarkation	\$10.00
Per Passenger in transit	\$10.00

202 A. The wharfage charges listed in section 202 of this tariff do not apply to users of the Mobile Landing Boat Dock. The City of Mobile reserves the right to assess wharfage fees at any time.

203 SECURITY FEE

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Every vessel calling on the Terminal and not having regularly scheduled service to the Terminal under the terms of a Cruise Terminal Berthing Agreement, shall be assessed a security fee according to the below schedule.

SECURITY FEE: \$1,500 per port of call day

The security fee is assessed to recover costs incurred for security assessments, security plans, security audits, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

**204 COMMERCIAL VEHICLES FOR HIRE ACCESS FEE SCHEDULE**

Transportation Network Companies (TNC) and Taxi companies will be assessed a one-time account set-up fee of \$50.00 and a \$50.00 per month fee for the privilege of their network vehicles and taxicabs picking up and dropping off passengers at the Terminal.

Limousines, shuttles, and courtesy shuttles are required to pay a one-time account setup fee for each vehicle accessing the terminal and an access fee for every access trip for passenger pick-up. Buses will be assessed a \$60.00 access fee for pick-up.

<b>Vehicle Type</b>	<b>Account Set-up Fee per vehicle</b>	<b>Pick Up Access Fee</b>
Limousine	\$50.00	\$8.00
Shuttle	\$50.00	\$12.00
Courtesy Shuttle	\$50.00	\$12.00
Charter Buses*		\$60.00

\*

Charter Buses shall pay a \$60 access fee and shall be in compliance with State of Alabama insurance and applicable regulations. Buses paying for parking at the terminal for the duration of the cruise are not required to pay an access fee.

\* Transportation vehicles operating on contract with an entity having entered into a Cruise Terminal and Berthing Agreement with the City engaged in transporting passengers and employees to and from the terminal will not be assessed terminal access fees.

**205 PARKING FEES**

Parking fees assessed for the City are as posted on the [www.shipmobile.com](http://www.shipmobile.com) website.

**206 UTILITY FEES**

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Any vessel taking on potable water shall be assessed a \$200.00 connection (hook-up) fee and an additional fee of \$8.25 per 1000 gallons transferred.