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PASSENGER SERVICE CHARGE**621**

For passengers embarking or disembarking over the Galveston Wharves facilities, charges will be assessed at a rate to be found in **Addendum A: Fee Schedule.**

Note:

- (A) This item will not apply to cargo vessels.
- (B) The vessel will be responsible for payment of these charges.

PIER DEMURRAGE CHARGES**622**

After expiration of Free Time, pier demurrage charges will be assessed on cargo discharged into closed or shedded piers or warehouses or in open space. Pier demurrage charges will be assessed at a rate to be found in **Addendum A: Fee Schedule.**

INTERFERENCE DUE TO STRIKES**623**

When it is impossible to remove cargo from Galveston Wharves' piers or transit sheds because of strike interference, cargo on piers or in transit sheds within the free time period will be allowed additional free time equal to period of such interference.

Inbound cargo in transit sheds on which free time has expired at beginning of such interference will be assessed pier demurrage during period of interference at rate of five cents (\$0.05) per net ton per day.

Cargo in open areas on which free time period has expired at beginning of such interference will be assessed pier demurrage during period of interference at rate of ten cents (\$0.10) per net ton for each seven (7) days or fraction thereof.

The first and last day on which any strike interference occurred; such day will be included in the above special provisions.

CARGO NOT HANDLED BY “FREIGHT HANDLER”**624**

Charges quoted herein are in addition to wharfage and such other charges as may accrue under the terms of this tariff.

A terminal charge to be found in **Addendum A: Fee Schedule** will be assessed for cargo (exclusive of trans-shipped) transferred between vessel and wharf without prior or subsequent loading or unloading services of “FREIGHT HANDLER” or other physical handling by its employees.

*** Wharfage charges that may accrue for cargo under this section are subject to double the applicable Wharfage rates as described in Addendum A: Fee Schedule, incorporated herein.**

SERVICES PROVIDED BY PORT OF GALVESTON POLICE DEPARTMENT**625**

Galveston Wharves (Port of Galveston) Police Department assists Port tenants, customers and other Port Users by providing police vehicle escorts and traffic control services within the Galveston Wharves Property and along the outside boundary of the Port between the East and West Ends of the Galveston Wharves’ property (such as the movement of forklifts, heavy equipment, cranes and other equipment and cargo). Traffic control is also provided by the Port of Galveston Police Department outside of Galveston Wharves’ Gate locations to assist oversized and “Permit” Loads in gaining access to the public streets and highways.

The Galveston Wharves Police Department will supply escort and traffic control services, as noted in the above paragraph, which are outside of normal patrol and security duties, subject to the availability of personnel. At such times that the Port of Galveston Police services are provided as above, charges will be billed by the Galveston Wharves to the party requesting the services (e.g. Stevedore, Trucking/Drayage Company, Shipping Line, etc.). The charge for the Port Police Escort and Traffic Control services is to be found in **Addendum A: Fee Schedule**.

Charges quoted herein are in addition to Wharfage, Storage Fees, Pier Demurrage and such other charges as may accrue under the terms of this Tariff.

Galveston Wharves Police Department also assists Port tenants, customers and other Port Users by processing and providing Port Access Badges for personnel who require regular entry and access to Port of Galveston facilities. Charges for issuance and renewal of Port Access Badges are to be found in **Addendum A: Fee Schedule**

The Board of Trustees of the Galveston Wharves

Tariff No. 7

HELICOPTER LANDING/TAKEOFF FEE**626**

The Galveston Wharves, under its sole discretion, may provide an area for the landing/take-off of helicopters the use of which shall be scheduled with the Port no later than 48 hours in advance of landing/taking-off. The owner or operator of the aircraft shall provide the Port the insurance required within this tariff, found in **Addendum B: Insurance Requirements**, in addition to aircraft liability insurance. The fee per occurrence is to be found in **Addendum A: Fee Schedule**.

Tariff No. 7

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APPENDIX B: METRIC CONVERSION TABLE

To Find	Given	Multiply
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement Tons (40cu. ft.)	Measurement Tons by 1.133
Measurement Tons (40cu.ft.)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBM*s (Ft. B.M. in thousands)	MFBM*s by 2.36
MFBM*s (FT. B.M. In thousands)	Cubic Meters	Cubic Meters by 0.424
Meters	Feet	Feet by 0.3048
Feet	Meters	Meters by 3.281

The Board of Trustees of the Galveston Wharves

Tariff No. 7

Metric Equivalents:

1 Kilo = 2.2046 Pounds

1 Metric Ton = 1,000 Kilos

1 Pound = 0.4536 Kilos

1 CWT (U.S. - 100 Pounds) = 45.359 Kilos or 0.4536 Metric Tons

1 CWT (British - 112 Pounds) = 50.802 Kilos or 0.5080 Metric

Tons 1 Bushel Grain (U.S. - 60 Pounds) = 27.216 Kilos

1 Cubic Meter = 35.315 Cubic Feet

1 Cubic Foot = 0.0283 Cubic Meters

1,000 Ft. B.M. = 83.33 Cubic Feet

1 Cubic Meter = 423.792 Ft. B.M.

1 Barrel = (U.S. - 42 Gallons) = 158.987

Liters 1 Foot = 0.3048 meters

1 Meter = 3.281 Feet

1 Meter = 39.37 inches

12 Inches = 30.48 Centimeters

Appendix C: List of Approved Stevedores

Ceres Gulf, Inc.

(All Purpose / General Cargo License)

Mr. Adam Brooks, Vice President

6021 Fairmont Parkway, STE. 240 Pasadena, TX 77505

Phone: (281) 991-1500 Fax: (281) 991-1516

Cooper/Ports America, LLC (C/PA)

(All Purpose / General Cargo License)

Mr. Dave Morgan, President

2315 McCarty Street Houston, TX 77029

Phone: (713) 675-0017 Fax: (713) 675-1882

Gulf Stevedoring Services, LLC

(All Purpose / General Cargo License)

Mr. Mike Lynch, General Manager

P. O. Box 510 Galveston, TX 77553

Phone: (409) 763-5885 Fax: (409) 763-6055

James J. Flanagan Shipping Corporation

(All Purpose / General Cargo License)

Mr. Tom Flanagan, President

595 Orleans St., Suite 1500 Beaumont, TX 77701

Phone: (409) 833-5053 Fax: (409) 838-8600

Metro Cruises Services, LLC

(All Purpose / General Cargo License)

Mr. Stefano Borzone, President

3806 Worsham Avenue Long Beach, CA 90808

Phone: (310) 816-6506 Fax: (310) 816-6519

Ports America Texas, Inc.

(All Purpose / General Cargo License)

Mr. David Eckles, VP Container and Terminal Services

P. O. Box 1969 La Porte, TX 77572-1969

Phone: (281) 471-2748 Fax: (281) 471-2498

The Board of Trustees of the Galveston Wharves

Tariff No. 7

Suderman Contracting Stevedores, Inc.
(All Purpose / General Cargo License)
Mr. Matt Wooten, Operations Manager
306 Kempner St. Galveston, TX 77550
Phone: (409) 762-8131 Fax: (409) 762-1006

United Stevedoring of America, Inc.
(All Purpose / General Cargo License) dba. Hallmark Stevedoring Company
Mr. Sherif Assal, President
1299 E. Artesia Blvd. Carson, CA 90746
Phone: (310) 466-8032 Fax: (310) 645-6233

Addendum A: Fee Schedule

STEVEDORE LICENSE

A-1

The charges for Stevedore Licensing are as follows:

	Original Application	Annual
All Purpose / General Cargo	\$ 7,500	\$1,250

WELDING / HOT WORK PERMIT

A-2

The charge for issuing a welding/hot work permit shall be in the amount of \$35.00 (Thirty-Five Dollars).

LAY GRAIN VESSELS

A-3

Vessels (Including Oceaongoing Barges) berthed at any wharf or mooring, or made fast to vessel so berthed, for the purpose of fitting up or waiting to load bulk grain only will be assessed the dockage charge listed below:

THIRTY CENTS (\$ 0.30) PER GROSS REGISTERED TON (GRT) PER DAY OR FRACTION THEREOF.

DRILLING RIGS

A-4

Dockage for drilling rigs will be assessed at FIVE DOLLARS and THIRTY CENTS (\$ 5.30) per running foot of wharf used per day or fraction thereof.

The Board of Trustees of the Galveston Wharves

Tariff No. 7

DOCKAGE	A-5
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Except as otherwise provided herein, or as otherwise specified in Leases, Operating and Berthing Agreements or Terminal Services and Rate Agreements with the Galveston Wharves, all vessels docking at any dock, pier, wharf or mooring facility of the Galveston Wharves shall pay for use of said docks, piers, wharves, or mooring facilities. Rates in this item are based upon a period of twenty-four (24) hours. or fractional part thereof unless otherwise stated. Dockage begins when the first line is received from a vessel to dock, pier, wharf or mooring facility of the Galveston Wharves and continues each twenty-four (24) hour period thereafter. Dockage ceases when the last line is removed from the dock, pier, wharf, or mooring facility. **Dockage charges are as follows:**

<u>DOCKAGE PER FOOT</u>	<u>DOCKAGE PER FOOT</u>
<u>FEET</u>	<u>PER DAY</u>
1 - 199	\$ 3.21
200 - 399	\$ 4.22
400 - 499	\$ 5.75
500 - 599	\$ 7.71
600 - 699	\$ 8.95
700 - 799	\$ 11.36
800 - 899	\$ 13.70
900 - 999	\$ 16.37
1000 - 1099	\$ 21.35
1100 & Above	\$ 26.35

<u>ACTIVITY</u>	<u>2022 Rate</u>
Lay Grain	\$ 0.31
Drilling Rigs	\$ 5.46
Research	\$ 3.97
Special Services	\$ 0.59
Offshore Tenders	\$ 3.97

EXCEPTIONS:

A. Barges shall be assessed as follows:

TWENTY-SEVEN CENTS (\$0.27) per Gross Registered Ton (GRT) of vessel per day or fraction thereof, or the applicable vessel length overall (LOA) rate above, whichever is greater.

B. Long term dockage rate applications will be approved in advance by the Director of Port Operations or Harbormaster. Long term dockage is defined as docking for five days or more at any dock, pier, wharf, or mooring facility of the Galveston Wharves.

Tariff No. 7

VACATION OF BERTH**A-6**

(A) In order to expedite the handling of vessels, when there are more vessels assigned to specific berths than can be accommodated at one time, vessels already in berth shall, upon order of the Harbormaster, be required to work overtime at their own expense. A vessel refusing to work overtime shall promptly vacate its berth. Failure of a vessel to vacate its berth when so ordered shall subject the vessels, owner, charterer or agent to the payment of an additional dockage charge at the rate of ONE THOUSAND DOLLARS (\$1,000.00) per hour. Assessment of this additional dockage charge shall not affect the right of Galveston Wharves to effect removal of such vessel at cost, risk and expense of vessel, her owner, charterer or agent.

(B) When any vessel has been assigned a berth under the provisions of this Tariff, as amended, of this tariff and the said berth is required by the Harbormaster for other public purposes, in the sole judgment of the Harbormaster, such vessel shall, upon order of the Harbormaster, immediately vacate said berth. Any such vessels failing to so vacate such berth shall be assessed an additional dockage charge at the rate of ONE THOUSAND DOLLARS (\$1,000.00) per hour. Assessment of said additional dockage charge shall not affect the right of Galveston Wharves to effect removal of such vessel at cost, risk and expense of vessel, her owner, charterer or agent.

(C) When any such vessel refuses to vacate its berth when ordered to vacate under provisions of this item, its owner and/or agents, individually and collectively, shall be bound to indemnify and hold harmless the Galveston Wharves against any and all claims by incoming vessels assigned to the same berth which are delayed by the failure to the vessel to vacate.

UNUTILIZED EQUIPMENT / FACILITY CHARGE**A-7**

Any unutilized privately owned equipment and facilities on property under the management of the Galveston Wharves, not covered by a written agreement or other items on this tariff, shall be assessed a storage charge of \$ 0.06 per square foot per calendar day or fraction thereof until removed from the premises or a written agreement is executed covering said equipment and facilities. The charge shall be based on the total area occupied inside the perimeter drawn around such equipment and facilities.

VESSELS REQUIRING SPECIAL SERVICES**A-8**

All vessels berthed at any wharf or mooring which require Special Services will be subject to dockage charges of FIFTY-SEVEN CENTS (\$ 0.57) Per Gross Registered Ton (GRT) per day or fraction thereof.

The Board of Trustees of the Galveston Wharves

Tariff No. 7

WATER FURNISHED TO VESSELS**A-9**

Charge for water furnished vessels shall be made at **\$5.53 per 100 cubic feet**, or fraction thereof, plus a minimum hook-up charge per vessel as follows:

7:30 A.M. to 4:00 P.M., Monday through Friday	\$225.00
At All Other Times and Holidays	\$350.00

If the Port of Galveston supplies a User with fittings or equipment necessary to take on fresh water and that User fails to return the equipment, the User shall be charged \$75.00 each for 2 ½ inch Fitting Adapter, \$225.00 for each 50 foot section of hose with couplings and \$1,500 for each portable 2 inch water meter with backflow assembly.

CRUISE TERMINAL SECURITY FEE**A-10**

All Cruise Ships and Day Cruise Vessels berthing at the Galveston Wharves, Terminal One or Terminal Two, or any other berth under the control of the Galveston Wharves, for the purpose of embarking or disembarking passengers, and not having regularly scheduled service to or from those berths under the terms of a Berthing Agreement or Operating Agreement with the Galveston Wharves, shall be subject to a Cruise Terminal Security Fee of \$2,000 per port call day, in addition to the normal passenger service fees and dockage as required by the tariff. This fee shall be assessed to provide for Cruise Ship Terminal Security personnel for passenger and traffic control in the areas and roadways adjacent to the cruise terminal, as required for such vessels in accordance with the Port Security Plan of the Galveston Wharves. Individual cruise lines and day cruise companies will be responsible for providing internal building security, including screening personnel to operate x-ray and metal detection devices, and other personnel as necessary to meet the Cruise Terminal Security Plan requirements contained in the Port Security Plan of the Galveston Wharves.

PASSENGER SERVICE CHARGE**A-11**

For passengers embarking on or disembarking from vessels designed to carry more than 125 passengers over the Galveston Wharves facilities, charges will be assessed at the following rates:

All Passengers embarking	\$ 8.20 per passenger
All Passengers disembarking	\$ 8.20 per passenger
For passengers in transit	\$11.47 per passenger

Date Approved: November 17, 2020

Effective Date: January 1, 2021

The Board of Trustees of the Galveston Wharves

Tariff No. 7

For passengers embarking on or disembarking from vessels designed to carry between 10 and 125 passengers over the Galveston Wharves facilities, charges will be assessed at the following rates:

All Passengers embarking **\$ 1.00 per passenger**

All Passengers disembarking **\$ 1.00 per passengrt**

SECURITY SURCHARGE	A-12
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A security surcharge, as described in this Tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Galveston Wharves (Port of Galveston) in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, 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.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers and vehicles, which will be assessed on a per unit basis, and passengers, which will be assessed on a per passenger basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

VESSELS and BARGES: Ten percent (10.00%) of total dockage per port call.

CARGO:

- | | | |
|------------------------------|---------|---------------|
| • General Cargo / Break-bulk | \$ 0.22 | per Short Ton |
| • Bulk | \$ 0.05 | per Short Ton |
| • Liquid bulk | \$ 0.05 | per Short Ton |
| • Containers | \$ 4.34 | per Box |
| • Vehicles | \$ 1.03 | per Vehicle |
| • Passengers | \$ 1.03 | per Passenger |

The Board of Trustees of the Galveston Wharves

Tariff No. 7

HARBORMASTER FEES**A-13**

Harbormaster fees will be charged at the rate below:

<u>Gross Registered Tonnage</u>	<u>Harbormaster Fee</u>
0-500	\$ 130.82
501-2000	\$ 218.00
2001 & OVER	\$ 305.21

HARBOR MAINTENANCE FEE**A-14**

All Vessels 250 feet and over and loaded barges entering the limits of the Port of Galveston shall be assessed a Harbor Fee to assist in defraying administrative expenses incurred by the Port relating to safety, maintenance, and the general care of the harbor and other facilities in the harbor. Vessels leaving and reentering the limits of the Port of Galveston will be assessed additional harbor fees for each reentry. Government Vessels not engaged in carrying cargo, troops, or supplies; private, non-commercial pleasure craft; and tugboats (not applicable to integrated tug/barges) shall be exempted from the Harbor Fee. The Harbor Maintenance fee will be charged at the rate below:

Fee per Vessel

Vessel 250 Feet & Over \$ 689.34

Vessel 249 Feet & Under \$ 344.67

PIER DEMURRAGE CHARGES**A-15**

After expiration of Free Time, pier demurrage charges will be assessed on cargo discharged into closed or shedded piers or warehouses or in open space.

(1) On all other cargo except Wind Energy Cargo and Vehicles:

(a) TWENTY-FIVE CENTS (\$0.25) per day, per ton for the first seven (7) days;

(b) THIRTY-FIVE CENTS (\$0.35) per day, per ton for the next thirteen (13) days;

(c) SIXTY CENTS (\$.60) per day, per ton for the twenty-first (21st) day and for each day thereafter.

(2) On Wind Energy cargo, charges will be FIFTEEN CENTS (\$0.15) per square foot of space used, per month.

The Board of Trustees of the Galveston Wharves

Tariff No. 7

- (3) The minimum charge for all wharf demurrage will be \$15.00 per Bill of Lading.
- (4) If there are differences in rounding between charges per short ton and charges per metric ton, the charge per short ton shall prevail.

WHARFAGE CHARGES**A-16**

Unless otherwise provided herein, the rates stated below are in U. S. dollars per net ton (short ton) of 2,000 pounds and per metric ton of 2204.6 pounds. Due to differences in rounding between net tons (short tons) and metric tons, charges billed by the Galveston Wharves will be calculated and invoiced based on net tons (short tons). A minimum wharfage charge of \$25.00 is charged on all cargo.

Commodity	Per Short Ton	Per Metric Ton
Commodities N.O.S	\$ 2.03	\$ 2.24
Bulk Commodities	\$ 1.33	\$ 1.46
Container Cargo	\$ 2.41	\$ 2.66
Ro-Ro Cargo	\$ 2.51	\$ 2.77
Bagged Food	\$ 0.11	\$ 0.11
Fresh Fruits/Vegetables	\$ 1.70	\$ 1.86
Cotton (Per Bale)	\$ 0.42	N/A
Iron/Steel Articles	\$ 1.75	\$ 1.93
Scrap Steel N.O.S	\$ 1.33	\$ 1.46
Lumber, Plywood, etc...	\$ 1.75	\$ 1.93
Paper, Linerboard, News Print, etc...	\$ 1.75	\$ 1.93
Liquid Bulk - Per Barrel (42 Gallons) (Ship to Barge, Ship to Shore, etc.)	\$ 0.32	\$ 0.35
	Per Barrel	
Bunker Fuel By Barge, Truck, or Any Onshore Supply Source to vessels for bunkering purposes (Charged per Barrel of 42 Gallons)	\$ 0.19	N/A
	Per Short Ton	Per Cubic Meter
Project Cargo N.O.S (Charged by greater of Short Ton or Cubic Meter)	\$ 2.66	\$ 1.06
Wind Power Components (Charged by greater of Short Ton or Cubic Meter)	\$ 2.91	\$ 1.60
	Per Head	
Livestock, Viz: Charges are per Head		
Calves, Goats, Sheep, and Hogs	\$ 0.79	N/A
Colts and Donkeys	\$ 1.33	N/A

The Board of Trustees of the Galveston Wharves

Tariff No. 7

SERVICES PROVIDED BY PORT OF GALVESTON POLICE DEPARTMENT**A-17**

The Galveston Wharves (Port of Galveston) Police Department will supply escort and traffic control services, as noted in the above paragraph, which are outside of normal patrol and security duties, subject to the availability of personnel. At such times that the Port of Galveston Police services are provided as above, charges will be billed by the Galveston Wharves to the party requesting the services (e.g. Stevedore, Trucking/Drayage Company, Shipping Line, etc.). The charge for the Port Police Escort and Traffic Control services will be ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per officer supplied to perform the services. Charges quoted herein are in addition to Wharfage, Storage Fees, Pier Demurrage and such other charges as may accrue under the terms of this Tariff.

Galveston Wharves (Port of Galveston) Police Department also assists Port tenants, customers and other Port Users by processing and providing Port Access Badges for personnel who require regular entry and access to Port of Galveston facilities. In order to recover administrative costs related to the issuance of the Badges the following charges will apply:

Issuance and Renewal of Port Access Badges:

Original Port Access Badge and each Original Duplicate Port Access Badge: \$20 each.

Re-issuance of a Port Access Badge not yet expired and reported as "lost": \$15 each.

Renewal of Port Access Badge at regular expiration date: \$10 each.

Port employees will be allowed one Original Port Access Badge and each regularly scheduled Badge renewal without payment of the fees.

OFFSHORE TENDERS, RESEARCH VESSELS, TOW BOATS & OTHER SIMILAR CRAFT**A-18**

Dockage charges on offshore tenders, research vessels and other similar craft having LOA of 399 Feet or less will be assessed on length of vessel at THREE DOLLARS and EIGHTY-FIVE CENTS (\$3.85) per foot per day or fraction thereof. Such vessels having an LOA of greater than 399 feet will be assessed Dockage in accordance with the rates listed in Item No. A-5 above.

HELICOPTER LANDING/TAKEOFF FEE**A-19**

The Galveston Wharves, under its sole discretion, may provide an area for the landing/take-off of helicopters the use of which shall be scheduled with the Port no later than 48 hours in advance of landing/taking-off. The fee per occurrence is \$500, in addition to a site preparation fee of \$675. These fees are in addition to any wharfage fees administered within this tariff.

Addendum B: Insurance Requirements

The rates and charges published in this Tariff do not include any amounts for insurance coverage. Insurance required by the owner and/or consignee of cargo to protect their respective interests shall be carried by the owner and/or consignee. The phrase “Required Policy” means each policy of insurance required to be maintained by user under the terms of this Tariff. Except as otherwise provided in any written agreement between the User and the Galveston Wharves, every User of Galveston Wharves Property must comply with the following insurance requirements when present on Galveston Wharves Property:

(A) Commercial General Liability Insurance. User must maintain Commercial General Liability Insurance, including Pollution Liability coverage, covering the Galveston Wharves and User for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage and pollution, and not less than \$1,000,000 per occurrence for personal injury, bodily injury or death. In the event that User is engaged in any way in the performance of stevedoring services on or in connection with the facilities of the Galveston Wharves, User must, in addition to the above noted Pollution Liability coverage, maintain General Liability/Premises Operations Insurance covering the Galveston Wharves and User for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than \$5,000,000 combined single limits per occurrence for property damage, personal injury, bodily injury or death. Such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(B) Workers Compensation. User must maintain Workers Compensation Insurance to protect against claims under Texas Workers Compensation laws as well as all Federal acts applicable to User's operations on Galveston Wharves Property, including but not limited to U. S. Longshoremen and Harborworkers Act, Jones Act and Federal Employers' Liability Act (F.E.L.A.). The limit of liability for such coverage must at least meet applicable statutory requirements and, Alternate Employer endorsement for the Galveston Wharves and the City of Galveston must be included in each policy. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

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(C) Employers' Liability. User must maintain Employers' Liability Insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of User who may bring a claim outside the scope of the Texas Workers Compensation laws or federal acts applicable to User's operations on Galveston Wharves Property. This insurance must contain all endorsements necessary to cover maritime operations and, where applicable, stevedore and longshore operations, including Original admiralty benefits and damages under the Jones Act and benefits and damages under the U. S. Longshoremen and Harborworkers Act, in the minimum amount of \$1,000,000 per occurrence. Additionally, each policy must contain Alternate Employer endorsement for the Galveston Wharves and the City of Galveston and an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(D) Automobile Insurance. User must maintain Automobile Liability Insurance coverage on all its owned or rented vehicles that enter Galveston Wharves Property in the minimum amount of (i) \$1,000,000 combined single limit coverage per occurrence for all vehicles used for commercial purposes, and (ii) the applicable statutory minimums for vehicles not used for commercial purposes. Such commercial policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's. Additionally, each policy with respect to commercial vehicles must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(E) Umbrella/Excess Liability Insurance. User must maintain Umbrella/Excess Liability Insurance. The insurance provided under this section must be in the amount of not less than \$5,000,000 per occurrence and be excess over all underlying insurance coverage in this Tariff. Such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's.

(F) Waiver of Subrogation. The Galveston Wharves and User agree to waive any and all rights of recovery, claims, actions or causes of action against the other, its agents, officers and employees for any injury, death, loss or damage that may occur to any Person or to Galveston Wharves Property, or any personal property of such party on Galveston Wharves Property, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Tariff, to the extent and only to the extent of any proceeds actually received by the Galveston Wharves or User, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its agents, officers or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

(G) Insurance Requirements. The phrase "Required Policy" means each policy of insurance required to be maintained by User under the terms of this Tariff. Each Required Policy must be placed in/written by a company or companies satisfactory to the Galveston Wharves,

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but in all events by a company or companies having a current AM. Best Company General Policyholders Rating of A+ or A and with an AM. Best Company Financial Rating of not less than XII (or a similar rating by a comparable service selected by the Galveston Wharves should AM. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. All Required Policies may contain a deductible of not more than \$25,000. Such policies must be endorsed so as to require 30 days prior written notice to the Galveston Wharves in the event of cancellation, material change, or intent not to renew. Required Policies must contain cross-liability clauses, when applicable and available. User must deliver to the Galveston Wharves a Certificate of Insurance (evidence of coverage) for any Required Policy no later than the first date any insurance policy is required hereunder. The required evidence of coverage must always be deposited with the Galveston Wharves. If User fails to do so, such failure may be treated by the Galveston Wharves as a default by User and the Galveston Wharves, in addition to any other remedy under this Tariff, may purchase and maintain such Required Policy and User must immediately reimburse the Galveston Wharves for any premiums paid or costs incurred by the Galveston Wharves in providing such insurance.

All required Certificates of Insurance must be issued ("Policy Holder" endorsement) to:

The Board of Trustees of the Galveston Wharves and The City of Galveston

123 25th Street, 8th Floor

Galveston, Texas 77550

Except as otherwise provided in any written agreement between the User and the Galveston Wharves, certain Users of Galveston Wharves Property must comply with the following insurance requirements:

(A) Liquor Liability Insurance. If User is engaged in any way in the sale of alcoholic beverages, either for consumption of alcoholic beverage on or off Galveston Wharves Property, User must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence. If written on a separate policy from the Commercial General Liability policy required in this Tariff, such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) as an additional insured.

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(B) Protection & Indemnity Insurance. If User operates a vessel calling at Galveston Wharves Property, User must maintain Protection and Indemnity (P&I) Insurance coverage in form and substance acceptable to Wharves in the minimum amount of \$5,000,000 combined single limit coverage per occurrence. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(C) Property Insurance. If User is the sole occupant or user of any structure on Galveston Wharves Property, User must insure all structures so occupied or used, any other improvements, and any personal property (including, but not limited to, furniture and fixtures, Electronic Data Processing (EDP) equipment, inventory or stock) located or being constructed in the structure(s) against loss or damage by fire, hurricane, windstorm, flood, earthquake and all other risks with "all risks" endorsement or its equivalent. The insurance must be paid for by User and must be in amounts not less than the full actual replacement value of all the structure(s), any other improvements, and any personal property being insured, and must have a replacement cost endorsement or similar provision. The actual replacement value must be confirmed from time to time by the insurer, at the Galveston Wharves' request. User agrees to employ an appraiser approved by the Galveston Wharves to review, at least annually, the Property Insurance covering the structure(s), any other improvements, and any personal property located or being constructed in the structure(s) to determine the full replacement value thereof. User agrees to increase the policy limits, if necessary, to an amount equal to the full replacement value as determined by the appraiser. User is solely responsible for the payment of any appraiser fees and policy premium increases.

(D) Stevedore's Legal Liability Insurance. If User is engaged in any way in the performance of stevedore services and/or operations on or in connection with the facilities of the Board of Trustees of the Galveston Wharves, User must comply with requirements outlined in Exhibit A to this Tariff Item.

(E) Longshore and Harborworkers Insurance. If User is engaged in any way in the performance of stevedore services and/or operations on or in connection with the facilities of the Board of Trustees of the Galveston Wharves, User must maintain Insurance to protect against claims under all Federal acts applicable to User's operations on Galveston Wharves Property, including but not limited to the U. S. Longshoremen and Harborworkers Act. The requirements stated in Exhibit A to this Tariff Item will be applicable. The limit of liability for such coverage must at least meet applicable statutory requirements. Such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

(F) Terminal Operators Liability Insurance. If User is engaged in any way in as an operator of Terminal Facilities on or in connection with the facilities of the Board of Trustees of the Galveston Wharves, User must maintain Terminal Operators Liability Insurance coverage in

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the minimum amount of \$1,000,000 combined single limit coverage per occurrence, and \$2,000,000 in General Aggregate. Such policy must name the Galveston Wharves (and any successor or assign designated by the Galveston Wharves) and the City of Galveston as additional insured's. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the Galveston Wharves and the City of Galveston, and their respective agents and employees.

The Board of Trustees of the Galveston Wharves reserves the right to make from time to time certain exceptions to the insurance requirements described in this Section. Without limiting the authority of the Board described in the previous sentence, the following Users of Galveston Wharves Property are permitted to carry the following insurance coverage in lieu of the coverage described in Item 610 and 615 of this Tariff, except as otherwise provided in any written agreement between the User and the Galveston Wharves:

Office Users. Any User of Galveston Wharves Property used solely for office purposes is not required to insure the building in which the premises is located. However, Property Insurance covering loss or damage by fire, hurricane, windstorm, flood, earthquake and all other risk with "all risks" endorsement or its equivalent must be maintained on all of the User's personal property on the premises, including without limitation all furniture, fixtures, inventory, stock, and equipment of every nature. The insurance must be paid for by the User and must be in amounts not less than the full actual replacement value of the personal property on the premises, and must have a replacement cost endorsement or similar provision. The actual replacement value must be confirmed from time to time by the insurer, at the Galveston Wharves' request. In addition, such Users are not required to carry Umbrella/Excess Liability Insurance.

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Exhibit A

Galveston Wharves Insurance Requirements of Stevedores

1. **Specific Insurance Requirements:** The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<ul style="list-style-type: none"> • \$1,000,000 Per Occurrence • \$2,000,000 General Aggregate • \$2,000,000 Products/Completed Operations Aggregate • \$1,000,000 Personal And Advertising Injury • Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> • Current ISO edition of CG 00 01. • Additional insured status shall be provided in favor of Galveston Wharves on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01. • This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Galveston Wharves, with Galveston Wharves insurance being excess, secondary and non- contributing. • The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Any endorsement modifying or deleting the exception to the Employer's Liability exclusion ○ Any "Insured vs. Insured" exclusion ○ Any Punitive, Exemplary or Multiplied Damages exclusion
Business Auto Liability	\$1,000,000 Per Accident	<p>Current ISO edition of CA 00 01</p> <ul style="list-style-type: none"> • Arising out of any auto (Symbol 1), including owned, hired and non-owned

Date Approved: November 17, 2020

Effective Date: January 1, 2021

The Board of Trustees of the Galveston Wharves

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Workers' Compensation and Employer's Liability	<ul style="list-style-type: none"> • Statutory Limits • \$1,000,000 Each Accident and Disease • Alternate Employer in favor of Galveston Wharves • United States Longshore and Harbor Workers Compensation Act • Jones Act • Federal Employers' Liability Act 	<ul style="list-style-type: none"> • The State in which work is to be performed must listed under Item 3.A. on the Information Page • Such insurance shall cover liability arising out of the Stevedore's employment of workers and anyone for whom the Stevedore may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. • Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Stevedore shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Stevedore and Galveston Wharves. Where Stevedore uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Stevedore is strictly prohibited from subletting any of its work without the express written agreement of Galveston Wharves.
Excess Liability (Occurrence Basis)	\$5,000,000 Each Occurrence	<ul style="list-style-type: none"> • Such insurance shall be excess over and be no less broad than all coverages described above. • Drop-down coverage shall be provided for reduction and/or exhaustion of underlying • Aggregate limits and shall include a duty to defend any insured.
Stevedore's Legal Liability	\$5,000,000 Each Occurrence	<ul style="list-style-type: none"> • Additional insured status shall be provided in favor of Galveston Wharves.
Pollution Liability	<ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • Such insurance must provide third party liability coverage for bodily injury, property damage, clean up expenses, and defense arising from the operations. • All coverage provided in the policy shall apply to operations and completed operations of the insured without separate restrictions for either of these time frames. 	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> • contractual assumption of liability; • impaired property that has not been physically injured; • materials supplied or handled by the named insured; • property damage to the work performed by the named insured; • punitive, exemplary or multiplied damages; or • work performed by subcontractors

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "Galveston Wharves" means (a) Galveston Wharves, (b) the City of Galveston, (c) their respective trustees, officers, employees and agents, and (d) their affiliates, subsidiaries, successors and assigns.
- ii. "Stevedore" shall include subcontractors of any tier.
- iii. "ISO" means Insurance Services Office.

B. Policies.

- i. All policies must:
 - a. be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide or worker's compensation insurance companies that have been approved by the U.S. Department of Labor;
 - b. provide a waiver of subrogation in favor of Galveston Wharves on all insurance coverage carried by Stevedore, whether required herein or not;
 - c. contain an endorsement providing for thirty (30) days prior written notice to Galveston Wharves of cancellation; and
 - d. be provided to the Galveston Wharves in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Galveston Wharves.
- ii. Failure of Galveston Wharves to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Galveston Wharves to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Stevedore's obligation to maintain such insurance.
- iii. Stevedore shall provide to the Galveston Wharves a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Galveston Wharves prior to the expiration of the previous policy.
- iv. Commencement of operations without provision of the required certificate of insurance or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Galveston Wharves of any rights. The Galveston Wharves shall have the right, but not the obligation, of prohibiting the Stevedore or any subcontractor from

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performing any operations until such certificate of insurance or required endorsements are received and approved by the Galveston Wharves.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Galveston Wharves. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Stevedore's sole risk. The Stevedore shall not be reimbursed for same.

D. Forms

- i. If the forms of policies, endorsements, or certificates of insurance required by this Exhibit are superseded or discontinued, Galveston Wharves will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Galveston Wharves.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. Evidence shall be provided to Galveston Wharves prior to commencing operations and prior to the expiration of any required coverage.
- iii. ACORD Form 25 must specify:
 - a. Galveston Wharves as certificate holder at Galveston Wharves' mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Galveston Wharves as required herein;

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- f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage.
- iv. Copies of the additional insured endorsement applicable to the General Liability policy and of the 30 Day Notice of Cancellation endorsement applicable to all required policies shall also be provided.

F. Stevedore Insurance Representations to Galveston Wharves

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Galveston Wharves minimum requirements and are not to be construed to void or limit the Stevedore's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Stevedore should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Stevedore in support of the Stevedore's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Stevedore, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Stevedore shall fail to remedy such breach within five (5) business days after notice by the Galveston Wharves, the Stevedore will be liable for any and all costs, liabilities, damages and penalties resulting to the Galveston Wharves from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Stevedore by the Galveston Wharves. In the event of any failure by the Stevedore to comply with the provisions of this Agreement, the Galveston Wharves may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Stevedore, purchase such insurance, at the Stevedore's expense, provided that the Galveston Wharves shall have no obligation to do so and if the Galveston Wharves shall do so, the Stevedore shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

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G. Loss to Stevedore's Property

The Stevedore is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Stevedore's shall be the Stevedore's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Stevedore shall not be reimbursed for same. Should the Stevedore choose to self-insure this risk, it is expressly agreed that the Stevedore hereby waives any claim for damage or loss to said property in favor of the Galveston Wharves.

H. Use of the Galveston Wharves Equipment

The Stevedore, its agents, employees, subcontractors or suppliers shall use the Galveston Wharves equipment only with express written permission of the Galveston Wharves designated representative and in accordance with the Galveston Wharves' terms and condition for such use. If the Stevedore or any of its agents, employees, subcontractors or suppliers utilize any of the Galveston Wharves equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Galveston Wharves, the Stevedore shall defend, indemnify and be liable to the Galveston Wharves for any and all loss or damage which may arise from such use.

I. Insurance Requirements of Stevedore's Subcontractors

Insurance similar to that required of the Stevedore shall be provided by all subcontractors (or provided by the Stevedore on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Stevedore shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Stevedore shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Galveston Wharves upon request.

J. Release and Waiver

The Stevedore hereby releases the Galveston Wharves from any and all claims or causes of action whatsoever which the Stevedore might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Stevedore pursuant to this Agreement.