

PORT EVERGLADES TARIFF NO. 12

Item No. 900—Payment of bills and credit terms.

Issue No. 4

Effective Date: October 1, 2012

All vessels made fast to the docks of Port Everglades, shall be charged at the rates provided herein unless otherwise specified to the contrary in a written contract. Dockage, wharfage, storage, demurrage, harbormaster, line handling, container crane rental, and potable water, shall be the responsibility of the vessel's franchised steamship agent or vessel representative.

Broward County does not recognize the numerous shippers or consignees of cargoes. Charges rendered must be paid by the franchised steamship agent or vessel representative regardless of whether the franchised steamship agent or vessel representative has been reimbursed. Presentation of the Port Everglades Department invoices to a vessel's franchised steamship agent, owner, charterer or authorized vessel representative shall not constitute a waiver of Broward County's maritime lien against a vessel for services, supplies and other necessities provided by the Port Everglades Department.

Broward County maintains contracts and leases with various tenants and users of the waterways and facilities of Port Everglades. Unless specifically described to the contrary in a written lease or other contract, the rules and regulations outlined in this Tariff governing the use of and payment for Port Everglades facilities charges apply.

Users of the waterways and facilities of Port Everglades who are not governed by the terms of a lease or other contract, and are current in their payment status may request either thirty (30) or sixty (60) day payment terms by applying for such terms in writing.

Port Everglades' users who request to make payments within thirty (30) or sixty (60) days of the invoice date shall be required to post a minimum twenty thousand dollar

Item No. 900–Payment of bills and credit terms. (Cont.)

(\$20,000.00) indemnity and payment bond or irrevocable letter of credit, issued consistent with County standards. This security must be in a minimum amount representing thirty (30) or sixty (60) days of billable activity as applicable. This requirement may be waived where financial information as to credit worthiness, or financial stability, and ability to make timely payments are approved by the Director of Finance.

Port Everglades' users with thirty (30) or sixty (60) day terms, who have invoices that remain unpaid for more than thirty (30) or sixty (60) days, as applicable, will be automatically classified as delinquent and be placed in delinquent status.

Users with delinquent accounts may be required to increase the amount of security posted with Port Everglades.

Tenants and other Port users who have entered into agreements with Broward County, who fail to make required payments in a timely manner pursuant to their agreements will have their accounts placed in delinquent status. Collection proceedings will be instituted consistent with the terms of their agreement.

The Port Everglades Chief Executive shall have the authority to terminate an Agreement after consultation with the County Attorney's Office, in instances where there is substantial risk of serious financial loss to the Port Department, after an entity has received notice of default and has failed to cure the default within the allotted timeframe. The Port Everglades Chief Executive shall seek ratification of the termination by the Board of County Commissioners as soon as possible following the termination.