

PORT OF LAKE CHARLES
STEVEDORE PERMIT PROCEDURES

Stevedoring companies desiring to operate over the public wharves must file an application along with a payment of \$7,500 for a new initial stevedoring permit (nonrefundable) as outlined under Item 675, Section Five, Miscellaneous Charges, addressed to the Lake Charles Harbor and Terminal District, attention Executive Director, and such application is subject to review and approval by the Port's Board of Commissioners. Once approved, a stevedoring permit shall be in effect for five (5) years unless duly suspended or cancelled by the Executive Director. Each subsequent year of the permit, permittee shall submit an annual renewal fee of \$3,500 (nonrefundable) as outlined under Item 675, Section Five, Miscellaneous Charges, addressed to the Lake Charles Harbor and Terminal District, attention Executive Director. Permits in effect as of the date of this amendment shall be effective for five (5) years and shall be subject to the \$3,500 annual fee. All stevedoring permits issued, are subject to the following conditions:

1. The Executive Director or his designee shall be advised in writing as to party in charge of operations of the applicant's stevedoring company, its 24-hour telephone number, and the address of its office.
2. The stevedoring company agrees to maintain its equipment, materials, and supplies (Gear Locker) within the areas assigned to them and covered by a ground lease with the Port and will not permit their equipment, materials, and supplies to remain on the docks or within unassigned areas when the company is not working. See Item 295.
3. The stevedoring company agrees to provide its own portable trash disposal units and portable toilets needed to accommodate its operations and shall be responsible to have trash connected to its operations removed from Port property at the stevedore's expense. This item also includes, but is not limited to, unused dunnage and discarded dunnage, stevedore cargo boards, sticker material and grocery pallets. The stevedore will have ten (10) days to remove unused dunnage and discarded dunnage, stevedore cargo boards, sticker material and grocery pallets and any other materials the Executive Director or his designee deem necessary. After ten (10) days from the date of notice to remove said materials, the Port will remove and dispose of said materials as it sees fit at the expense of the stevedore plus a twenty-five (25%) percent administrative fee. The stevedoring company shall not dispose of trash or materials in the portable units under lease to the Port.
4. It shall be the full responsibility of the stevedoring company to ensure that its employees, vendors, sub-contractors and agents follow the safety rules, Facility Security Plan, and the rules and regulations of the Port (included but

not limited to the Port's Tariff No. 013 or any subsequent tariff in effect), as pertaining to stevedoring operations; abide by the Port's traffic regulations; and to maintain the cleanliness of Port facilities within which stevedoring companies operate. Upon issuance of license, stevedore will provide Port with a copy of its current safety manual. During the term of the permit, any changes or updates to a safety manual shall be immediately sent to the Port. A maintenance charge (Item 675 of Port's Tariff No. 013) shall be assessed against all cargo handled by stevedoring companies through City Docks ship berths. If extraordinary Port services are required to ensure cleanliness and sanitary conditions, stevedoring companies will be billed for actual documented Port costs including an administrative fee of twenty-five (25) percent of the Port's cost. Stevedoring companies shall also follow the Port's instructions for handling and removal of dunnage. See Item 330.

5. The stevedoring company recognizes and agrees that their use of the Port's facilities is a limited privilege which carries the responsibility and liability of repairing and/or replacing all facilities and/or equipment owned or leased by the Port and which are damaged and/or destroyed by the stevedoring company's employees or agents. The stevedoring company also has the responsibility of reporting such damage and/or destruction immediately after an incident. In order to help protect warehoused cargo from rain-damage, the stevedoring company shall promptly close warehouse doors during inclement weather and at close of work. Item 220 also applies. Failure to do so will result in Port personnel closing all doors and stevedore will be invoiced for services rendered including an administrative fee of twenty-five (25%) percent of the Port's cost.
6. In accordance with Item 217 of the Port's tariff, the stevedoring company shall be deemed to have the care, custody, and control of any cargo handled or received by such stevedoring company at any transit shed, facility, or other property of the District and the stevedoring company shall indemnify and hold harmless the District, to the maximum extent permitted by law, as to any claim or loss arising out of or associated with such care, custody, and control. On a daily basis, the stevedore company shall provide the Port's operations department an accurate and complete inventory of cargo under its care, custody and control, this includes but is not limited to cargo received, loaded or unloaded and delivered. When applying for a new stevedore permit, and each year thereafter, applicants must provide the Port with previous year tonnage handled and anticipated tonnage for each subsequent year of the permit, along with the renewal fees.
7. Each year, the stevedoring company shall furnish to the Port, Certificates of Insurance as provided for in the application. The Port reserves the right to establish minimum adequate coverage limits.

The stevedoring company shall furnish the Port the following type of coverage and minimum limits of liability per occurrence. Insurance must

remain in place and current at all times.

COMMERCIAL GENERAL LIABILITY	\$5,000,000
COMMERCIAL AUTO LIABILITY	\$5,000,000
STEVEDORE'S LEGAL LIABILITY	\$5,000,000
WAREHOUSEMAN'S LEGAL LIABILITY	\$5,000,000
EMPLOYER'S LIABILITY	\$5,000,000
WORKERS COMPENSATION AND USL&H (as required by state law)	
Any other insurance as required by state law	

THE PORT OF LAKE CHARLES MUST BE NAMED AS “AN ADDITIONAL *NAMED INSURED*”, AND BE GRANTED “A *WAIVER OF SUBROGATION*” IN FAVOR OF THE PORT OF LAKE CHARLES. The Port, at its discretion, may request other information and amendments to the required insurance certificates.

8. The stevedore company shall furnish to the Port an irrevocable letter of credit in favor of the Port of Lake Charles in the amount of \$25,000 within thirty (30) days of acceptance by the Port's Board of Commissioners. Such letters of credit must be effective for the duration of the permit or renewed each year and submitted to the District.
9. Any stevedoring company found not complying with these conditions willfully or through negligence shall be placed on reasonable notice to rectify the situation. Failure to do so within a reasonable time frame specified by the Executive Director or his designee, from such notice will result in their permit to operate within the Port's facilities being suspended or canceled by the Executive Director. No refund of any part of the payment (stevedoring fee), made with the permit application, will be made upon cancellation and the stevedoring company shall remain responsible for any obligations or liability created by the stevedoring company.
10. On a daily basis (not later than 10:00 a.m.), the stevedore must provide the Port's traffic department with written documentation of the previous day's reports for receipt, load-out and discharge of cargoes handled (“daily reports”). These reports must include, but are not limited to the following:

Daily labor reports containing all classes of labor ordered and received by operation and start time.

Daily reports detailing the loading and or discharging with number of rejections, torn, damaged, etc.

A copy of the signed mates receipt will be forwarded to the Port's traffic department within 24 hours after completion of the vessel.

A report showing the cargo summary of rejections, torn, damaged, etc... when the vessel has completed loading or discharging.

A manifest prior to unloading and an annotated manifest on vessel cargo unloaded.

11. Any and all damages occurring to any of the Port's facilities must be reported to the Port's operation department and to the Harbor Police Department immediately via email to hpdops@portlc.com.
12. The Lake Charles Harbor and Terminal District encourages the stevedore company applying for a license to use local labor and the payment of competitive wages and benefits in order to maintain the standard of living of employees of the stevedore company. The District also encourages the use of local service providers whenever possible.
13. A copy of the applicant's Certificate of Authority from the State of Louisiana, Secretary of State which evidences applicant's authority and approval to conduct business within the State of Louisiana.
14. Other considerations for granting a stevedore license includes, but is not limited to the following criteria:
 - ✓ New business opportunities (not existing/current business at the Port).
 - ✓ Detailed equipment list company owns and proposed to be placed at Port's facility.
 - ✓ Business plan to grow business at Port.
 - ✓ Letters of recommendation from other port authorities which the stevedore is currently doing business with.
 - ✓ A labor study, evaluated by the Executive Director each year, addressing sufficient labor to support the addition of a new stevedore.
 - ✓ Other information the Executive Director may request.
15. It is understood and agreed to by all stevedore companies making application for stevedore permits with the District and those granted stevedore permits by the District for work at the District's City Docks facility that such stevedore work shall be undertaken only in the public areas of City Docks and not areas exclusively leased to another entity unless the permit holder is part of an exclusive cargo handling agreement with the entity controlling the exclusively leased area of the District or the stevedore permit holder is a party to an exclusive cargo handling agreement with the District. Specifically, no applicant for a stevedoring permit or a permitted stevedore company shall handle any bagged agricultural cargoes, including PL-480 cargo and all commercial bagged cargo, except by exclusive special contract with the District.
16. A minimum of fifty-thousand (50,000) short tons consisting of 2,000 pounds

per ton of waterborne generated cargo must be worked by the permit holder each year. The minimum ton commitment is fulfilled by tons moving across public docks and/or facilities operated by the Lake Charles Harbor and Terminal District. Failure to meet the minimum tonnage requirement will be a major factor in the consideration of any renewal of an application. The company actually performing the work will be the only company credited with tonnage as required for renewal. Tons will be accounted for only once unless involved in a separate commercial transaction.

17. Any stevedoring company who receives a permit shall maintain a local office within 15 miles of City Docks which must be staffed on a full time basis. Failure to maintain a staffed, local office will result in cancellation of the permit.
18. The Executive Director, or his designee, may request any updated or additional information from any permittee at any time during the five (5) year permit period. Failure to timely submit any requested information may result in suspension or cancellation of the permit.

These conditions are made a part of the stevedoring permit issued and attached thereto.

Terms and Conditions Accepted:

Stevedoring Company

By:

Officer

Print name

Date: