

Foreign-Trade Zone No. 25
Tariff No. 4

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Symbols for Type of Edit Change

- (NI) Addition of New Item
- (TC) Change in Wording only With no Effect on Charges
- (D) Deletion of Existing Item
- (RI) Rate Increase
- (RR) Rate Reduction

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
(GRANTEE)**

The Main facility is located on an 82 acre tract of land within Port Everglades, Florida, with its Operations office located at 3400 McIntosh Road, Fort Lauderdale, Florida 33316.

General Office

Port Everglades Department of Broward County

1850 Eller Drive

Fort Lauderdale, FL 33316

Telephone: 954-523-3404

Fax: 954-525-1910

DEFINITIONS:

Item No. 001--Definitions.

Act: The Foreign-Trade Zones Act of 1934, as amended, codified at 19 U.S.C. §§81a et seq.

FTZ Board: The Foreign-Trade Zones Board created by the Act to carry out the provisions thereof, and defined in 19 U.S.C. §81a(b), as amended.

FTZ Operator: The Grantee or designated representative or entity operating the Zone or any subzone thereof under the terms of an agreement with the Grantee. The FTZ Operator of Foreign-Trade Zone No. 25 is the Port Everglades Department of Broward County.

Grantee: The Broward County Board of County Commissioners (successor in interest to the Port Everglades Authority) that has been granted the privilege of establishing, operating and maintaining the Foreign-Trade Zone No. 25 and subzones thereof.

Main Zone: See Item No. 103.

Main Zone User: Users of the Zone whose facilities are located inside of the Port's Main FTZ facility compound are considered contiguous Zone Users.

Non-Contiguous Zone User: Users of the Zone whose facilities are located outside of the Port's Main FTZ facility compound are considered non-contiguous Zone Users.

Subzone: A special-purpose zone established as part of the Zone Project for a limited purpose that cannot be accommodated within the existing general-purpose Zone area.

Subzone Operator: An entity operating a Subzone under the terms of a Grantee/Subzone Operator Agreement.

Tariff No. 12: Port Everglades Tariff No. 12 as reissued or amended. Copies of the most recent Tariff No. 12 are available from the FTZ Operator or on the Port's website at www.broward.org/port.

User: A person or entity that has entered into a written Foreign-Trade Zone User Agreement or Foreign-Trade Zone Lease Agreement with the Grantee for general-purpose activity within the Zone.

U.S. Customs: The United States Service Customs & Border Protection created by 19 U.S.C. §2071.

Zone: Foreign-Trade Zone No. 25, both the general-purpose and the special-purpose subzone sites.
(1996-0086, 2-20-96; 2008-588, 9-9-08; 2008-588, 9-9-08)

SECTION ONE: DESCRIPTION OF FTZ

Item No. 101--Ownership and Operation.

Foreign-Trade Zone No. 25 is owned by the Broward County Board of County Commissioners and operated on its behalf by the Port Everglades Department of Broward County which legally succeeded to the Grant of Authority for the Zone on November 22, 1994. Foreign-trade zone authority was originally granted to Port Everglades pursuant to a grant issued by the FTZ Board on December 27, 1976, under provisions of the Foreign-Trade Zones Act, as amended, codified at 19 U.S.C. §§ 81a et seq.
(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 102--Location.

The Zone is located on various tracts of land throughout Broward County. The Zone Office is located at Port Everglades, Florida, 23 miles north of Miami, 48 miles south of Palm Beach, and 312 miles south of Jacksonville. The street address of the Zone Office is 3400 McIntosh Road, Fort Lauderdale, Florida 33316.

The total acreage designated for the Zone is over 250 acres, of which 142 acres are located within the Port Everglades jurisdictional area.
(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 103--Main Zone Facilities.

The Main Zone facilities are operated by the Port Everglades Department of Broward County and are located within the Port Everglades jurisdictional area. U.S. Customs has activated 22.7 acres which consist of five warehouse buildings as follows:

1. Building A is a 110,000-square-foot warehouse. Construction is of the precast twin-tee variety, with an insulated built-up roofing system. The east side of Building A has a full-length external dock with dock levelers.
2. Building A Annex is also a 110,000-square-foot warehouse of similar construction as Building A. However, the Annex was constructed with interior dock doors with dock levelers.
3. Building B is a modular 30,000-square-foot warehouse of similar construction as Building A, and has a common dock running the length of the building. It is subdivided into ten 3,000-square-foot modules. Each module has a dock-high overhead door with dock leveler.
4. Building E is a modular 45,000-square-foot warehouse of similar construction as Buildings A and B. Each module is 3,000 square feet and contains a 300-square-foot air-conditioned office and is served by a common truck dock running the length of the building. Each module has a dock-high overhead door with dock leveler.
5. Building F is a modular 93,600-square-foot warehouse. Each module contains a 300-square-foot air-conditioned office, and a dock leveler can be found at each loading door.

All of the above buildings are on a sprinkler system.
(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 104--Zone Amenities.

The Main Zone is fully equipped with electrical power, water, sewer, communications, and access to all modes of transportation. The Zone has access to railroad service provided by the Florida East Coast Railway through nearby on-port and off-port cargo handling areas. The Zone also enjoys ready access to Interstate Highways 95, 595, 75, U.S. Highway 1, Florida's Turnpike, and major state roadways. Air service is available to the Zone via Fort Lauderdale-Hollywood International Airport located in Dania Beach, Florida.

The Main Zone has 24-hour security, including a staffed entrance gate, mobile patrols, electronic turnstile, and badge identification systems for personnel and vehicle control. In addition, U.S. Customs personnel as well as representatives of the Grantee are stationed in the Zone.
(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 105--Zone Management.

In the management structure of the Zone, the FTZ Operator is responsible for the day-to-day operations and reports to the Director of the Business Administration Division of the Port Everglades Department of Broward County. The Business Administration Division is responsible for coordinating and providing all necessary services related to leasing and agreements, while the Business Development Division of the Port Everglades Department is responsible for all marketing activities within the Zone.
(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 106--Communications.

Port Director	(954) 523-3404	Ext. 3516
Deputy Port Director	(954) 523-3404	Ext. 3504
Foreign-Trade Zone Operator	(954) 765-4620	
Operations Director	(954) 523-3404	Ext. 4643
Business Administration Division	(954) 523-3404	Ext. 3501
Business Development Division	(954) 523-3404	Ext. 3521
BSO Dispatch	(954) 765-4511	
Foreign Trade Zone Operator	(954) 765-4620	
FTZ Fax	(954) 765-4628	

(1996-0086, 2-20-96; 2008-588, 9-9-08)

SECTION TWO: GENERAL INFORMATION

Item No. 201--Application and Interpretation of Tariff.

Unless stated to the contrary in a written lease agreement or other contract with the Grantee, the rules, regulations and rates contained in this Tariff shall apply at the Zone.

The Grantee shall be the sole judge to interpret and determine the applicability of any rates, regulations or services provided for in this Tariff. However, any matter involving interpretation or action by U.S. Customs or other agencies of the U.S. Government will be determined by the duly appointed representative of such agencies.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 202--Consent to Terms of Tariff.

The use of Zone facilities and services shall constitute consent to the terms and conditions of this Tariff, amendments hereto, and reissues hereof and shall evidence an agreement between the Grantee and all Users or Subzone Operators, where applicable, to (i) pay all charges in accordance with this Tariff that stem from use of the Zone and (ii) be governed by all rules and regulations contained herein.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 203--Compliance with Laws.

The Grantee and all persons and entities entering, leaving, or conducting activities within the Zone are governed by and must comply with (a) the provisions of the Act, as amended, (b) all applicable laws, rules and regulations of the FTZ Board and U.S. Customs, and (c) all laws, rules, regulations, ordinances, and directives of federal, state, and local government entities (including this Tariff, amendments hereto and reissues hereof) with jurisdiction over the Zone and the activities of any Users or Subzone Operators, where applicable, therein.

The rules in this Tariff governing activities within the Zone are intended to be issued in conformity with and supplementary to the Act and other laws, rules, and regulations applicable

to foreign-trade zone operations. Accordingly, this Tariff will control activities within and relating to the Zone to the extent same is not in direct conflict with Tariff No. 12 and other laws, rules, and regulations.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 204--Copies of Zone Tariff.

Copies of this Tariff shall be maintained on file with the FTZ Board, Washington, D.C., and shall be made available at the Zone office and on-line at www.broward.org/port.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 205--Port Everglades Tariff.

Broward County Board of County Commissioners publishes a separate Port Tariff that is applicable to the use of Port Everglades' facilities and appurtenances located within Port Everglades outside of the Zone and is available on-line at www.broward.org/port.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 206--Availability of Information.

The laws, regulations, and other information relating to foreign-trade zones in the United States are contained in booklet form published by the U.S. Government Printing Office and may be obtained from the Superintendent of Documents. U.S. Government Printing Office, Washington, D.C. 20402 or at U.S. Foreign- Trade Zones Board on-line at <http://ia.ita.doc.gov/ftzpage/index.html>.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 207--Zone to be Operated as a Public Utility:

All rates and charges for all services and privileges within the Zone shall be reasonable, and the Grantee shall afford to all who may apply for the use of the Zone and its facilities and appurtenances uniform treatment under like conditions, as are now in force or may hereafter be made from time to time.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 208--Business Hours.

The Zone is available to Users twenty-four (24) hours a day, seven (7) days a week, subject to reasonable rules and regulations imposed by the Grantee. FTZ Operator personnel will be available for Users from 8:00 a.m. to 4:30 p.m., Monday through Friday, excepting holidays as set forth in Item 209 of this Tariff. Additional services, labor, and materials provided by the Grantee or FTZ Operator on behalf of any User will be charged to the User in accordance with the rates set forth in Section 7 of this Tariff.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 209--Holidays.

When reference is made in this Tariff to holidays, it means those days observed by the Grantee. A listing is published annually and is available from the FTZ Operator.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 210--Approval of Leases and Agreements:

Approval by the Grantee of all leases and other agreements involving the Zone shall be handled pursuant to the Broward County Administrative Code and all other applicable laws, rules, and regulations. The Grantee may lease space that encourages and facilitates foreign commerce for, among other things, storage of cargo and merchandise or for handling, processing, manipulating, and manufacturing cargo or other property. Unless specifically described to the contrary in a written lease or other agreement, the rules, regulations, and charges outlined in this Tariff shall apply.

Lease forms containing the typical terms and conditions of leasing property in the Zone are available upon request from the Grantee's Business Administration Division. All leases shall be approved as to form by the Broward County Attorney's Office. Applicants for a lease or other agreement must establish their creditworthiness to the satisfaction of the Grantee as discussed in the Accounts Receivable Collections Policy and Procedures for the Port Everglades Department of Broward County.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 211--Sub-Zones; Boundary Modifications; Expansions.

The Grantee may consider requests for temporary minor boundary modifications, expansions of the Zone, or the establishment of subzones, provided all requirements of the Grantee, the FTZ Board, and U.S. Customs are met. A minor boundary modification is a modification to Zone boundaries that does not substantially expand Zone operations. An expansion is a change in the Zone that results in an increase of the Zone's area. A subzone is a special-purpose zone established as part of a Zone project for a limited purpose that cannot be accommodated with the existing facilities of the Zone. Potential Subzone Operators and Users of modified or expanded Zone space may be required to submit various documentation to assist the Grantee in assessing the request for a change in the Zone's boundary, and must furnish the Grantee with information and documentation essential to effectuating any Zone modification or expansion. Ultimately, Grantee shall make the determination as to whether an application for Zone modification or expansion will be submitted.

Prior to commencing activity under general-purpose or special-purpose subzone designation, subzone operators and users of modified or expanded Zone space shall be required to enter into a properly executed Grantee/Subzone Operator Agreement or Foreign-Trade Zone User Agreement, approved as to form by the Broward County Attorney's Office and Broward County Board of County Commissioners, which will include the assessment of charges and outline the rights and obligations between the Grantee and Subzone Operator or User.

All persons and entities requesting a change under this Item shall be responsible for all attendant internal and external application fees and expenses.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

SECTION THREE - ZONES RULES AND REGULATIONS - GENERAL

Item No. 301--Use of Zone/Premises.

A User or Subzone Operator, where applicable, may only use the Zone for the purposes permitted in this Tariff in connection with merchandise that has been lawfully brought into the Zone in accordance with the Act and U.S. Customs regulations, as amended. Merchandise may be received, stored, handled, sold, exhibited, broken up, repacked, assembled, distributed, sorted, graded, cleaned, mixed with foreign and domestic merchandise, processed, or otherwise manipulated or manufactured, except as otherwise provided by applicable laws and regulations.

No User or Subzone Operators, where applicable, may process, manipulate, manufacture, exhibit, or destroy merchandise in the Zone without U.S. Customs' prior, written approval. In addition, no User or Subzone Operators, where applicable, may undertake any manufacturing or processing activity without the FTZ Board's prior, written approval. "Manufacture" is considered an activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use. "Manipulation" means breaking up, repacking, assembling, distributing, sorting, grading, cleaning, or mixing of foreign or domestic merchandise, which does not constitute a manufacture.

No person shall be allowed to reside within the Zone. Users or Subzone Operators, where applicable, shall not use or permit the premises to be used for any other purposes without the Grantee's prior, written consent.

Users or Subzone Operators, where applicable, shall not permit or perform any activity in or about the Zone premises that will in any way obstruct or interfere with the rights of other Zone occupants. Users or Subzone Operators, where applicable, shall maintain the premises in such a manner to avoid the creation of any nuisance from dust, smoke, odors, fumes, noise, or otherwise in the Zone.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 302--Restrictions and Prohibitions on Merchandise.

Certain merchandise may be prohibited or otherwise restricted from entering the Zone by operation of federal law, FTZ Board, or U.S. Customs regulations and orders, or other regulations of federal agencies with jurisdiction over the Zone and the activities therein, such as the Bureau of Alcohol, Tobacco, Firearms and Explosives and the Food and Drug Administration. Such merchandise could be subject to inspection or seizure by federal officers or subject to future restrictions on its use and disposition. Users or Subzone Operators, where applicable, are responsible for complying with applicable federal laws, regulations, or orders, and must report any knowledge of noncompliant activity to the Grantee.

Furthermore, the Grantee reserves the right to restrict or prohibit the entry or handling of any cargo or other property in the Zone due to its hazardous, obnoxious, or unsanitary conditions or nature. Furthermore, the Grantee reserves the right to restrict or prohibit the movement of any cargo or other property through the Zone if any User or Subzone Operator, where applicable, demonstrates an inability to comply with the laws, rules, and regulations of U.S. Customs that expose the Grantee to liability.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 303--Public Interest, Health, Welfare and Safety.

No operation, process, or treatment will be permitted in the Zone that, in the judgment of the Grantee, creates a nuisance or is detrimental to the public interest, health, welfare, and safety. The FTZ Operator may cause a cessation of all activities within the Zone deemed, in its sole and reasonable discretion, to be a nuisance or detrimental to other Zone occupants or the public. (1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 304--Cleanliness.

Users or Subzone Operators, where applicable, shall maintain assigned or utilized areas within the Zone in a clean, orderly, and safe condition at all times to the satisfaction of the Port Everglades Department. No common area of the Zone, including loading docks, shall be used (temporarily or otherwise) by any User or Subzone Operator, where applicable, to store cargo or other property.

In the event a User or Subzone Operator, where applicable, fails to comply with this requirement within twenty-four (24) hours' notice from the FTZ Operator to do so, then the FTZ Operator may, at its option, and in addition to any other remedies that may be available to it, clean the premises and dispose of all property and charge the user at rates specified in Section Seven of this Tariff, the cost thereof shall be payable by the User within fifteen (15) calendar days after written demand therefore is sent. In addition to the foregoing, any User or Subzone Operator, where applicable, which fails to comply with the provisions of this Item shall be assessed a charge of \$900.00 for each day of noncompliance after the running of the aforementioned 24-hours notice.

Furnishing of garbage dumpsters is the responsibility of the User or Subzone Operator, where applicable. The Port Everglades Department does not provide dumpsters or trash removal services. (1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 305--Rubbish Disposal.

Users or Subzone Operators, where applicable, must contract directly with fully licensed and certified disposal firms when seeking disposal and removal of waste or Pollutants (as defined in this Item). Pollutants refer to and include all derivatives or byproducts of any one or more of the following terms as defined by applicable local, state, or federal laws or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants; or such other pollutants, contaminants, substances, materials, and wastes as are or become regulated under applicable local, state, or federal laws or regulations. Evidence of the disposing company's certifications and/or licenses must be provided to Zone security prior to any Pollutants existing the Zone. If applicable, users are required to use franchised waste haulers (also see Item No. 322).

Users or Subzone Operators, where applicable, shall be responsible for removing all rubbish and debris left in the Zone subsequent to emptying of any dumpster(s). Users or Subzone Operators, where applicable, shall not allow dumpsters to remain in a location that blocks common areas or impedes traffic in the Zone.

The utilization of any dumpsters and disposal of any waste, materials, or Pollutants in the Zone shall be in accordance with federal, state, and local laws, rules, and regulations. Furnishing of garbage dumpsters is the responsibility of the User or Subzone Operator, where applicable. The Port Everglades Department does not provide dumpsters or trash removal services.

In the event a User or Subzone Operator, where applicable, fails to comply with this requirement within the time specified by the FTZ Operator to do so, then the FTZ Operator may, at its option, and in addition to any other remedies that may be available to it, dispose of any waste, materials or Pollutants and charge the user at rates specified in Section Seven of this Tariff or for any actual contracted costs, the cost thereof shall be payable by the User within fifteen (15) calendar days after written demand therefor is sent. In addition to the foregoing, any User or Subzone Operator, where applicable, which fails to comply with the provisions of this Item shall be assessed a charge of \$900.00 for each day of noncompliance after the running of the aforementioned 24-hours notice.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 306--Obstruction.

Users are not permitted to leave tools, appliances, equipment, vehicles, or any other material or object outside their warehouses in the Main Zone facility without the FTZ Operator's prior approval. Users shall move such property within a reasonable time period, as determined by the FTZ Operator given the circumstances, and if any User fails to remove said property within the specified timeframe, then the FTZ Operator may, as its option, and in addition to any other remedies that may be available to it, move same and the costs for moving and/or storing same shall be payable by the User within fifteen (15) calendar days after written demand therefor is sent. In addition to the foregoing, any User that fails to comply with the provisions of this Item shall be assessed a charge of nine hundred dollars (\$900.00) for each day of noncompliance after the expiration of the specified time period for moving such property.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 307--Loading Docks.

Users shall not store merchandise, cargo, equipment, or other personal property on the truck docks and shall not obstruct cross-dock traffic. Notwithstanding, Users may use the loading dock area abutting their premises in the Main Zone facilities and limited to the width thereof in accordance with the Grantee's internal procedures, a copy of which may be obtained from the FTZ Operator.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 308--Alteration or Modification of Premises.

No alteration or modification on or to the Grantee's property shall occur without the prior, written consent of the Port Everglades Department Users shall obtain all necessary permits, licenses, and regulatory approvals, including any necessary environmental permits or licenses, as may be required by any governmental entity having jurisdiction over the issuance of permits and approvals for the property.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 309--Erection of Buildings Within Zone.

To the extent space is available, the FTZ Operator may allow Users or Subzone Operators, where applicable, or others to erect buildings and structures within the Zone in accordance with the Act and applicable laws, rules, and regulations. Users or others permitted to erect a structure within the Zone shall be required to enter into an agreement approved as to form by the Broward County Attorney's Office that will outline the parties' rights and obligations relating thereto.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 310--Security.

Users or Subzone Operators, where applicable, shall take whatever precautions are necessary to protect their premises and all persons and property thereon. Security services (such as the manned gate) contracted by the Grantee for the Zone shall be responsible only for the protection of the Grantee's property.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 311--Parking.

Parking for Main Zone facility Users and visitors is subject to reasonable rules and regulations imposed by the Grantee. The Grantee assumes no responsibility for any loss, damage, or injury to any vehicle, property, or person resulting from use of its parking facilities in Port Everglades, whether inside or outside the Zone.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 312--Inspection by the Grantee.

The Grantee and the FTZ Operator may enter upon the assigned or leased area(s) of a Users or Subzone Operators, where applicable, within the Zone at any and all reasonable times for the purpose of: (i) inspecting the areas and/or any merchandise contained therein, or (ii) determining whether the covenants and conditions of this Tariff, including those relating to proper use of the Zone, are being observed.

Users or Subzone Operators, where applicable, shall cooperate with the FTZ Operator and provide same the right during normal working hours and at all other reasonable times to enter upon the premises for the purposes of: (i) inspecting the merchandise stored therein, (ii) inspecting the premises and the sufficiency of the security thereon, (iii) reviewing the books and records, and all documents relating to the premises or any merchandise or activities within the Zone, and obtaining copies of same, (iv) observing the performance by Users of their obligations under this Tariff, and (v) for the doing of any act or thing that the Grantee or FTZ Operator may be obligated or have the right to do under the law, this Tariff, or otherwise. Users shall make all inventory records and merchandise in the Zone available for inspection, and, upon request by the FTZ Operator, shall make specific key personnel available to meet with the FTZ Operator and provide information regarding same.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 313--U.S. Customs Inspection of Merchandise While in Zone.

Users or Subzone Operators, where applicable, shall at all times be immediately available to make merchandise in the Zone available for inspection as required by U.S. Customs, and shall have the sole responsibility of opening crates and packages, handling merchandise and securing the crates and packages following inspections.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 314--Unclaimed or Abandoned Cargo.

The Grantee shall comply with applicable local, state and federal laws in dealing with unclaimed, lost or abandoned cargo and property.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 315--Disclaimer for Loss or Damage to Cargo and Injury to Persons.

The Grantee does not provide services for handling cargo or other property and shall not be liable for any loss, damage, or injury arising from any services furnished by businesses operating in the Zone. Such responsibility is that of the Users or Subzone Operators, where applicable, or its contractors.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 316--Damage to Zone Property.

Damage to Grantee-owned Zone facilities is to be reported immediately to the FTZ Operator by the party or Users or Subzone Operators, where applicable, responsible for such harm. Users or Subzone Operators, where applicable, responsible for such damage shall be liable for all damages and injuries caused to persons or property in the Zone or Port Everglades (whether such damages are the result of acts, omissions, or otherwise), and such Users or Subzone Operators, where applicable, shall, at the Grantee's option, either repair said damage to the FTZ Operator's satisfaction or reimburse the Grantee for expenses and costs incurred in correcting same within fifteen (15) calendar days after written demand therefor is sent.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 317--Storm Protection.

Users or Subzone Operators, where applicable, with cargo and materials located in the Zone shall be responsible for adequately securing same to prevent injury and damage to persons and property that may result from hurricanes and other severe weather disturbances. All items are to be secured, including but not limited to cargo, containers, pallets, and mobile equipment. At a minimum, Users or Subzone Operators, where applicable, securing property in the Grantee-owned Zone facilities shall follow the instructions for storm protection issued by Port Everglades Operations Divisions that will include but will not be limited to moving cargo, equipment, and pallets from open areas into warehouses and moving containers away from public and internal roadways. The Grantee assumes no responsibility or liability for any injury or damage to persons, cargo, or materials resulting from hurricanes or other severe disturbances or uncontrollable forces as defined in Item 407. In the event any cargo or materials are not stored and secured in accordance with the minimum requirements in the storm protection instructions issued by the Grantee, then the FTZ Operator may take appropriate measures to secure same and the costs for moving, securing, and/or storing same shall be payable by the User or Subzone Operator, where applicable, within fifteen (15) calendar days after written demand therefor is sent.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 318--Suspension of Operations.

The FTZ Operator may at anytime immediately order halted any operation which is deemed to create an unsafe condition potentially causing personal injury, damage to property or the environment, or which may create a hazardous or obnoxious condition, or which otherwise impedes operations in the Zone or violates any provision of this Tariff. Said operation will

remain halted until necessary corrective measures are taken to the FTZ Operator's sole and reasonable satisfaction. (1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 319--Entry of Persons and Vehicles into the Zone.

Only those persons authorized by Zone Users or Subzone Operators, where applicable, shall be allowed in the Zone. Persons found loitering or performing other such unauthorized activities shall be considered to be trespassing.

All persons and/or vehicles entering the Zone for any reason are required to comply with the rules and regulations promulgated by the FTZ Board and U.S. Customs and with the internal policies and procedures of the Grantee and/or FTZ Operator (including requirements to obtain an identification badge). All persons and vehicular traffic entering or exiting the Zone shall pass through designated entrances and exits.

All Users or Subzone Operators, where applicable, and their permanent employees, or persons needing access to the restricted area within Port Everglades for more than five (5) days in any ninety (90) day period are required to obtain permanent identification badges from the Port Everglades I.D. Office. Visitors of Users or Subzone Operators, where applicable, (such as business invitees, independent contractors, casual labor, etc.) are required to sign in at the Zone's Main office and provide government-issued photo identification to obtain a temporary identification badge.

Permanent and temporary badges issued by the Zone shall be worn in an easily visible area on the person's outer garments at all times while in the Zone. The FTZ Operator reserves the right at all times to refuse entry to the Zone to any person who is deemed a security risk or who cannot establish a legitimate business purpose in the Zone.
(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 320--Vehicles in the Main Zone.

Only commercial delivery vehicles with a legitimate business purpose are allowed to enter the Main Zone. A "commercial vehicle" is defined as any commercially registered vehicle with the company's name or logo permanently affixed and displayed thereon. Personal vehicles are not permitted in the Main Zone, except to the extent expressly permitted by the Grantee's internal policies and procedures, a copy of which is available from the FTZ Operator. All vehicles delivering or removing cargo from the Main Zone shall be required to obtain a printed vehicle pass at the Zone's Main office before entering the Zone.

Whenever it is deemed necessary to facilitate commerce or for the protection of other vehicles or property in the Zone that any vehicle be moved or the position thereof changed, the FTZ Operator may order and enforce the moving of such vehicle. Notice of such order shall be given to the User or Subzone Operator, where applicable or owner of the vehicle who shall take immediate steps to comply with same. In case of failure or neglect to comply with such order, the FTZ Operator may take actions necessary to cause the vehicle to be moved at the expense and risk of the User or Subzone Operator, where applicable or owner.

Users or Subzone Operators, where applicable, shall not leave vehicles or containers that contain cargo and other merchandise in the Main Zone overnight or during a weekend. In the event cargo is not unloaded, any theft, shortage, or damage will be the sole responsibility of such Users or Subzone Operators, where applicable.

No vehicle shall be operated at a speed that will endanger persons or property in the Zone. Any official road signs shall be strictly obeyed, including those indicating speed limits.
(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 321--Fumigation, Fogging, Pest Control.

Users or Subzone Operators, where applicable, shall be responsible, at their sole expense, for providing janitorial and exterminating services to their premises, and shall provide the Grantee with documentation evidencing same within fifteen (15) calendar days of any request.

Whenever activities of fumigation, fogging, or other forms of pest control are conducted in the Main Zone facilities, such activities must be in compliance with the terms and conditions of the user's lease or agreement with the Port Everglades Department and all applicable federal, state, and local laws. Companies wishing to provide such services must apply in writing to the Port Everglades Business Administration Division for permission to perform pest control. In addition, approved companies must provide written notice to the Business Administration Division at least four (4) hours prior to the commencement of such activities.
(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 322--Pollution, Spills, Nuisances and Remediation.

No person, firm, or corporation shall deposit, place, or discharge into the air, on the land, or into the waterways of Port Everglades any air pollution, dust particles, any sanitary sewage, butchers' offal, garbage, dead animals, gaseous liquid or solid matter, oil, gasoline, residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter that is capable of producing floating matter or scum on the surface of the water, in the air, or on the land that produces unsightly nuisances, odors, and/or gases of putrefaction.

Vehicles or facilities discharging solid matter or other pollutants, including oil, into the waterways of Port Everglades will be reported to the United States Coast Guard and other appropriate federal, state, and local agencies.

Should any person, firm, or corporation cause pollution of any kind or character within Port Everglades or the Zone, the responsible party (ies) shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the User or Subzone Operator, where applicable, or responsible party to be and remain prepared at all times to eliminate any contamination caused in Port Everglades or the Zone.

In the event of a pollutant spill in Port Everglades or the Zone, the party (ies) responsible for the spill shall take immediate actions to clean up the spill. Cleanup is to be accomplished in the shortest time possible, using industry-approved methods, so as to limit in every way possible damage to the environment.

In any instance where it is determined by the Grantee that cleanup efforts are not being undertaken in a timely and/or adequate manner by the responsible party (ies), the Port Everglades Department may order resources as necessary to commence and complete the pollutant spill cleanup. In such cases, the full cost of the cleanup plus an administrative fee of fifteen percent (15%) will be charged to the responsible party (ies) and shall be payable within fifteen (15) calendar days after written demand therefor is sent.

Except as provided by law, the running of loud-sounding machinery or any other loud noises is prohibited.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 323--Right of Relocation.

The FTZ Operator reserves the right to order the relocation of any User, cargo, or other property located in the Main Zone facility. Any risk or expense incurred in the movement shall be assumed by the Zone User.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

SECTION FOUR - PAYMENT OF CHARGES AND OTHER REQUIREMENTS

Item No. 401--Payment and Collection of Zone Charges.

The Grantee maintains leases and agreements with various Users or Subzone Operators, where applicable, in the Zone. Unless specifically described to the contrary in a written lease or other agreement, the rules and regulations outlined in this Tariff shall govern the use of the Zone and payment and collection of all charges incurred in connection therewith.

Section Nine of Tariff No. 12 shall be applicable to persons or entities in the Zone to the extent not governed by the terms of a lease or other agreement.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 402--Treatment of User/Subzone Accounts in Delinquent Status.

Section Nine of Tariff No. 12 shall be applicable to persons or entities in the Zone to the extent not governed by the terms of a lease or other agreement.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 403--Collection and Enforcement.

Section Nine of Tariff No. 12 shall be applicable to persons or entities in the Zone to the extent not governed by the terms of a lease or other agreement.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 404--Bond Requirements.

Users or Subzone Operators, where applicable, shall, at their sole expense, provide to the Grantee, and keep in continuous force and effect during any operations within the Zone, an indemnity bond in an amount set by the FTZ Operator in the Grantee's name that protects and indemnifies the Grantee for any loss it sustains or expense that it incurs due to the User's or Subzone Operator's, where applicable, failure to comply with the laws and regulations of U.S. Customs, including but not limited to the payment of duties, charges, fines or penalties, and liquidated damages.

Persons offering public-warehousing services within the Zone which do not possess a proprietary interest in the merchandise under their care will be required to post an indemnity bond with the Grantee in an amount not less than twenty-five-thousand dollars (\$25,000) as determined by Grantee or FTZ Operator in its sole discretion.

Persons operating a private warehouse facility in the Zone with a proprietary stake in the inventory will be required to post an indemnity bond with the Grantee in an amount not less than five-thousand dollars (\$5,000) as determined by the Grantee in its sole discretion.

The Grantee or FTZ Operator reserves the right to increase the amount of an indemnity bond if it determines that such adjustments are necessary to protect the Grantee, including but not limited to a need arising from a User's, or Subzone Operator's, where applicable: (i) failure to comply with the laws and regulations of U.S. Customs, (ii) maintenance of inventory with unusually high risk, (iii) failure to maintain accurate inventory records, or (iv) change in the type of its warehousing operations (i.e., from nonpublic to public).

All bonds must be obtained from a surety company acceptable to the Grantee or FTZ Operator and each bond shall be in a form and substance satisfactory to the Broward County Attorney's Office. Copies of approved forms are available from the Business Administration Division of the Port Everglades Department. (1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 405--Indemnification of the Grantee.

All Users or Subzone Operators, where applicable, and persons or entities entering into or conducting business in the Zone agree, by their use thereof, to protect, indemnify, and keep and save forever harmless the Grantee from any and all loss, cost, claims, charges, expenses, penalties, and damages imposed for the violation of any law of the United States of America or the State of Florida or the ordinances or resolutions of local jurisdictions governing the operation of the Zone if occasioned by any act or omission of said parties, and said Users or Subzone Operators, where applicable, and persons and entities conducting business in the Zone shall protect, indemnify, and keep and save forever harmless the Grantee from any and all loss, cost, claims, charges, expenses, penalties, and damages arising out of any accident or other occurrence causing injury to any persons (fatal or otherwise) or damage to property directly or indirectly due to the use or occupancy of said Zone or of the improvements, facilities, or equipment located thereon at any time or to the construction, existence, repair, maintenance, alteration, or demolition of said premises or of any improvements, facilities or equipment placed in the Zone by any person or persons holding or occupying under said parties or to any act or omission or commission of said Users or Subzone Operators, where applicable, and persons and entities conducting business in the Zone due to any failure on the part of such parties in any respect to comply with the requirements and provisions of this Tariff.

The provisions of this indemnity shall apply equally as well to all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expense(s) (including reasonable attorney fees) imposed upon or incurred by the Grantee by reason of the Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) 42 U.S.C.A. §§9601 et seq. and Superfund Amendments and Reauthorization Act of 1986 (SARA). (1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 406--Insurance.

Fire and casualty insurance is carried by the Grantee to cover the Grantee's property only, and does not include insurance on the contents and property stored within structures. All Users or Subzone Operators, where applicable, are obligated to refrain from putting anything in the Zone that will cause the cancellation or forfeiture of the Grantee's fire or casualty insurance or affect the premium rate thereof on any building or structure within the Zone.

Insurance on merchandise and cargo or other property stored within the Zone, if desired, must be carried by and at the expense of the Tenants and Users Subzone Operators, where applicable, or owners of such property.

All persons or entities leasing property in the Zone or conducting business operations in the Zone shall be required to provide evidence of insurance coverage as required below, and a certificate of such insurance shall be provided to the Grantee and kept up-to-date in continuous effect throughout the lease term or period during which such person or entity is conducting business in the Zone. The commercial general liability insurance policy must name the Board of County Commissioners of Broward County as an additional insured at no expense to the Grantee. The certificate holder address shall read "Broward County Board of County Commissioners, Florida."

Commercial General Liability:

Single Limit Bodily Injury and Property Damage..... \$1,000,000 per occurrence

Automobile:

Single Limit Property/Bodily Injury..... \$500,000 combined

In addition to the foregoing, persons employed by Users or Subzone Operators, where applicable, of the Zone shall be covered by Workers' Compensation Insurance in accordance with applicable laws, and such Users shall bear the sole responsibility and cost of providing said coverage.

Unless stated to the contrary in a written lease agreement or contract with the Grantee, Users or Subzone Operators, where applicable, shall comply with the insurance requirements set forth in this Item.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 407--Limitations to the Grantee Liability.

The risk of loss of, or damage to, personal property, including but not limited to cargo, commodities, and equipment that have been stored at or moved within the Zone shall be borne solely by the User Subzone Operator, where applicable, or owner of such property. The Grantee is not liable and cannot assume any responsibility for any loss or damage to such personal property arising from acts or omissions of any User Subzone Operator, where applicable, owner, or employee or representative thereof. Furthermore, the Grantee cannot assume any responsibility for any loss or damage to personal property within the Zone stemming from Uncontrollable Forces. The term "Uncontrollable Force" shall mean any event that results in the prevention or delay of performance by the Grantee or FTZ Operator or any obligation due to forces beyond the reasonable control of the Grantee or FTZ Operator. It includes, but is not limited to, fire, earthquake, hurricane, tornado, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, transportation security incident and governmental action.

All Users or Subzone Operators, where applicable, from the time of their occupancy shall assume sole responsibility for the condition of the leased or utilized premises and the Grantee shall not be liable for injury or damage caused by any defect therein, whether such injury or damage is to property or to a person allowed in or on the premises by a User or Subzone Operator, where applicable.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 408--Zone Use Fees.

Unless specifically described to the contrary in a written Foreign-Trade Zone User Agreement, the fees and charges for Zone Users shall be:

User Fee:

A User Fee of \$13.00 effective October 1, 2008, \$16.00 effective October 1, 2009 and \$19.00 effective October 1, 2010 will be charged each time a Zone User processes an FTZ transaction. A FTZ transaction is defined as the execution of Customs documentation that admits, transfers, or manipulates Zone merchandise. When multiple truckloads are consolidated on the Customs' documentation, each truckload will be considered a separate FTZ transaction for the calculation of the User Fee.

Activation Fee:

An Activation Fee of \$2,500.00 will be charged each time a Zone User requests an alteration of the Zone site to include a new area or facility. An alteration is defined as any change in the dimensions of the active space secured for Zone activity.

Error Correction and Research Rate:

When the Grantee personnel must research, correct, or reprocess a formerly processed transaction in order to remedy any User's inaccuracy, Users prompting such services will be charged the following rates for utilization of personnel:

\$45.00 per personnel hour or fraction thereof. (1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 409--Subzone Operator Fees.

Operators of Subzones under the Broward County FTZ Grant of Authority shall be charged Subzone Operator Fees.

Submission Fee:

A Submission Fee of Five Thousand Dollars (\$5,000) will be charged when the Subzone Operator enters into a Grantee/Subzone Operator Agreement. The submission of the Application for Subzone status is subsequently filed with the Foreign-Trade Zones Board.

Annual Fee:

An Annual Fee of Twenty-Nine Thousand Five Hundred Dollars (\$29,500.00) is collected in advance each year the Grantee/Subzone Operator Agreement is in effect.

Alteration Fee:

An Alteration Fee of three-thousand dollars (\$3,000.00) shall be collected each time the Grantee submits an application to the Foreign-Trade Zones Board and/or U.S. Customs on behalf of the Subzone Operator to alter the activated space. (1996-0086, 2-20-96; 2003-721, 9-9-03; 2008-588, 9-9-08)

SECTION FIVE - INVENTORY CONTROL AND RECORDKEEPING

Item No. 501--The AICS.

In compliance with the U.S. Customs and the United States Department of Commerce requirements that the Zone maintains an inventory control and recordkeeping system, the Grantee requires the use of an automated system called the Alternate Inventory Control System (the "AICS"). As required by U.S. Customs, the AICS enables the FTZ Operator to keep track of

merchandise activity within the Zone. In addition, the AICS allows Users to input data concerning their merchandise. (1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 502--User Responsibility.

Users shall utilize the AICS at their sole expense and shall be responsible for acquiring computer hardware and modems that are needed to gain access to same.

Users shall be responsible for all maintenance and repair work required to keep their equipment in operating order. Users shall ensure that their locations or their terminals are not used by unauthorized personnel to access information from the AICS. Unauthorized personnel for the purposes of this Tariff shall be any person or entity other than the Users or their employees. In addition, Users shall ensure that use of the AICS by their employees is conducted in a proper and legal manner.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 503--AICS Access Hours.

Access to the AICS, via modern or hardwiring, is available to Users 24 hours per day, seven days per week. However, for printing of forms, i.e., U.S. Customs Forms 214 and 216, etc., access is available during normal business hours as defined in Item 208 of this Tariff, excepting (i) legal holidays, (ii) periods of preventive or routine system maintenance, and (iii) periods of remedial maintenance as may be required.

The FTZ Operator reserves the right to reduce the AICS service levels during unusual circumstances such as, but not limited to, (a) electrical outages, (b) requirements mandated by applicable laws, rules, or regulations, (c) requirements of the Grantee, (d) intrusions against security regulations and measures, and (e) adverse operational impacts, including repeated errors, omissions, and noncompliance with the Grantee's internal procedures.

Users or Subzone Operators, where applicable, shall grant access to their premises during normal business hours to the FTZ Operator, its employees, or agents for the purpose of conducting routine inspections of facilities, merchandise, and cargo.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

Item No. 504--Limitations to the grantee liability.

The FTZ Operator may print all AICS forms, but neither the FTZ Operator nor the Grantee is liable or assumes any responsibility for the integrity of the data, accuracy of the data, or for incorrect data submitted to U.S. Customs via the AICS regardless of who inputs the data.

The FTZ Operator and the Grantee are also not liable for performance failure of the AICS due to Uncontrollable Forces as defined in Item 407 hereof, the effect of which, by the exercise of reasonable diligence, the FTZ Operator could not avoid.

Users or Subzone Operators, where applicable, hereby release, acquit, and forever discharge the Grantee and FTZ Operator of, and from, any and all claims, demands, damages, actions, rights, suits, defenses, judgments, executions, obligations, and liabilities of any kind or nature that the Tenants and Users or Subzone Operators, where applicable, had, now have, or hereafter may have that arise out of, or are directly or indirectly connected with or related to, the AICS, except as required by law. Users or Subzone Operators, where applicable, agree at all times hereafter to indemnify, reimburse, and to hold the Grantee and FTZ Operator harmless against any and all claims, suits, actions, damages, costs, charges, and expenses (including without limitation court costs and attorney fees) and against liabilities and losses the Grantee shall or may hereafter suffer

or incur by reason of any action taken by the Users or Subzone Operators, where applicable, in connection with the AICS.

(1996-0086, 2-20-96; 2008-588, 9-9-08)

SECTION SIX - STORAGE

Item No. 601--Storage of Cargo and Merchandise.

The Grantee requires persons and entities desirous of utilizing space in the Grantee-owned Zone to enter into a written lease agreement as discussed in Item 210 of this Tariff. However, the Grantee recognizes the need for flexibility and, subject to the terms of this Tariff, will consider requests to utilize storage space on a short-term basis without a written agreement.

Upon written application made to the FTZ Operator and on a space-available basis, additional space will be provided to existing Users (who are in the Grantee-owned Zone facility pursuant to a written lease agreement) for the purpose of storing merchandise and cargo in connection with a User's Zone operations. Approval of any application for grid space will be based on a number of factors, including the User's pay history with the Port Everglades Department of Broward County, and the Grantee reserves the right to require that Users pay in advance, or post security in the form of either a payment bond or letter of credit as a condition to the use of grid space. User's assigned grid space shall be required to continuously comply with all provisions in this Tariff.

Areas, designated as grid space, will each be assigned for a storage period of thirty (30) calendar days only. Assignment periods commence on the first day of each month. No sub-assignments by the assignee Users are permitted during any assignment period or renewal.

Users may request renewal of a grid space assignment by written application to the FTZ Operator two (2) calendar days before the expiration date of the current assignment period. The FTZ Operator reserves the right to cancel any assignment upon two (2) calendar days' written notice to the assignee User. In the event an assignee User fails to remove merchandise, cargo, and all other property from the grid space upon such cancellation, the FTZ Operator may take actions necessary to cause the removal of any items on such space at the expense and risk of said User who shall reimburse the Grantee for all costs of removal and storage within fifteen (15) days after notice therefor is sent.

Grid space will be assigned for the best utilization of the Zone facilities. Applications for requesting grid storage space are available from the FTZ Operator.

(1996-0086, 3-1-96; 2008-588, 9-9-08)

Item No. 602--Right to Terminate Storage; Holding Over.

In the sole discretion of the FTZ Operator, an assignment may be immediately terminated if it is determined that the assignee User's occupancy or use of grid space is in violation of any provision of this Tariff.

Assignee Users leaving cargo or merchandise on grid space in the Zone subsequent to the termination or expiration of a storage period that has not been renewed will be charged the Hold Over Rate set forth in Item 604 of this Tariff. In addition, the Grantee shall have the right to remove the cargo and merchandise from the grid space at the expense and risk of the responsible User who shall pay the Grantee for such costs within fifteen (15) calendar days after written demand therefor is sent.

(1996-0086, 3-1-96; 2008-588, 9-9-08)

Item No. 603--Limitation of Liability; Insurance Requirements.

The Grantee assumes no responsibility for any loss, damage, or repair to furniture, fixtures, equipment, or any other merchandise, cargo, or other property stored or handled upon or through grid space in the Zone.

With respect to the grid space, assignee Users shall be solely responsible for insuring any cargo or merchandise stored on such space.

(1996-0086, 3-1-96; 2008-588, 9-9-08)

Item No. 604--Storage and Hold Over Rates; Invoices.

The Grantee will invoice the assignee User for all charges associated with grid space. The assignee User will be solely responsible for making all payments in accordance with this Item.

For each thirty (30)-calendar-day storage period, or portion thereof, assignee User shall pay:

For Inside Warehouse Grid Space--No A/C	\$0.75 per square foot
For Inside Warehouse Grid Space--with A/C	\$0.87 per square foot
For Inside Office Grid Space	\$1.25 per square foot
For Outdoor Grid Space	\$0.15 per square foot
Minimum Storage Invoice Charge	\$10.00

In the event cargo or merchandise remains in grid space subsequent to the expiration or termination of a storage period, assignee Users will be charged a Hold Over Rate, which is double the applicable grid space rate, prorated based on the actual number of days of occupancy or use of said space during any 30-day period.

(1996-0086, 3-1-96; 2008-588, 9-9-08)

SECTION SEVEN - SERVICES AND RATES

Item No. 701--Generally.

The following rates and charges do not include sales tax or the cost of insurance for which Users or Subzone Operators, where applicable, are responsible. Applicable sales taxes shall be paid to the Grantee at the time and by the entity or person responsible for payment of the Tariff charges for which the tax is imposed. Any insurance required by cargo owners should be carried by the owner and shall hold the Grantee harmless from any loss or damages to said cargo.

(1996-0086, 3-1-96; 2008-588, 9-9-08)

Item No. 702--Charges by Government Agencies.

Charges made by government agencies should be arranged for and paid by Users or Subzone Operators, where applicable, directly to the governmental agencies in question.

(1996-0086, 3-1-96; 2008-588, 9-9-08)

Item No. 703--Labor, Equipment and Material Charges.

Labor, equipment, and materials are furnished by the Grantee upon request made to the FTZ Operator or provided on behalf of a User or Subzone Operators, where applicable, when the FTZ

Operator determines that same is necessary for the uninterrupted safe operation of the Zone. The charges shall be the same as Tariff No. 12, Item No. 1110.

The charge for a water pump (without an operator) shall be fifty dollars (\$50.00) per day plus the cost of gas.

In the event the Grantee furnishes materials or supplies, such materials and supplies will be charged to the User or Subzone Operators, where applicable, at the most recent price paid therefore by the Grantee.

A fifteen-percent (15%) overhead and administrative charge will be added to all charges under this Item (except on fire extinguishing agents) to reimburse the Grantee for administrative and handling costs. (1996-0086, 3-1-96; 2008-588, 9-9-08)

Item No. 704--Reserved.

Editor's note: Res. No. 2008-588, § 1(Exh. A), adopted Sept. 9, 2008 repealed former Item No. 704, Rubbish Charges, which derived from Res. No. 1996-0086, adopted March 1, 1996.

Item No. 705--Inventory Services.

Special Audits of the Zone will require the services of an inventory specialist to guarantee compliance with U.S. Customs regulations. When, in the discretion of the U.S. Customs or the FTZ Operator, a special audit is necessary, Zone Users or Subzone Operators, where applicable, shall be charged at the cost of the inventory specialist plus a 15% administrative charge. (1996-0086, 3-1-96; 2008-588, 9-9-08)

Item No. 706--Zone Personnel - Overtime Rate.

When the Grantee personnel must remain on duty to perform services after normal business hours, Users or Subzone Operators, where applicable, prompting such overtime will be charged the following rates for utilization of personnel:

\$45.00 per personnel hour or fraction thereof

(1996-0086, 3-1-96; 2008-588, 9-9-08)

Item No. 707--Invoicing.

For billing purposes, minimum invoicing in the Zone is Ten Dollars (\$10.00).

(1996-0086, 3-1-96)

Item No. 708--Reserved.

Editor's note: Res. No. 2003-628, adopted Aug. 26, 2003, repealed former Item 708 which pertained to a U.S. Customs inspection fee and derived from Res. No. 1996-0086, adopted March 1, 1996.