

Foreign Trade Zone No. 25 Tariff No. 4

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Symbols for Type of Edit Change:

- (A) Addition of new item
- (C) Change in wording only, with no effect on charges
- (D) Deletion of existing item
- (I) Rate increase
- (R) Rate reduction

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS (GRANTEE)

The main facility (Site 1) 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, Florida 33316

Telephone: 954-523-3404

Fax: 954-525-1910

DEFINITIONS

Item No. 001—Definitions.

Any personal pronouns used in this Tariff shall include the other gender, and the singular shall include the plural and vice versa, unless the context otherwise requires. The following words and terms shall have the meanings as set forth herein below.

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

CBP: U.S. Customs and Border Protection of the United States Department of Homeland Security.

DELETION: A site or portion of a site in the Zone that has been removed from the Zone through an administrative boundary modification approved by the FTZ Board staff or an FTZ Board application process as applicable.

DOMESTIC ORIGIN/DUTY PAID: Describes merchandise that is mainly of domestic origin but also includes foreign-origin merchandise on which customs entry and duty payments have been made prior to admission to the Zone.

DOMESTIC STATUS: Used synonymously with Domestic origin/duty paid (see above). Domestic Status is the CBP status (19 CFR 146.43) for domestic origin and duty paid foreign origin Zone merchandise.

ENTRY FOR CONSUMPTION: The general process of filing the appropriate CBP documents (including duty evaluation) that allows merchandise to be brought into the commerce of the U.S. (19 CFR 141). With respect to the Zone, this process occurs when merchandise is shipped from the Zone into United States Commerce.

EXPORTS: The category of merchandise that is forwarded from the Zone to destinations in foreign countries.

FOREIGN STATUS: Describes Zone merchandise admitted to the Zone under CBP supervision that is normally of foreign origin. Such merchandise is admitted to Zone without being subject to formal CBP entry procedures and payment of duties, unless and until the foreign merchandise enters CBP territory for domestic consumption. Foreign Status merchandise is further categorized by CBP as either Non-Privileged Foreign or Privileged Foreign.

FORWARDED: The category of merchandise that is shipped from or forwarded from a Zone after release by CBP. This category includes merchandise that is forwarded to destinations in the U.S. market as well as merchandise that is exported to markets in foreign countries.

FTZ BOARD: The Foreign-Trade Zones Board created by federal law and defined in 19 U.S.C. § 81a et seq., as amended.

FTZ OPERATOR: An entity responsible for the operations of a general purpose Non-contiguous Zone site under the terms and conditions set forth in a FTZ Operator Agreement with Grantee.

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.

GRANTEE'S MAIN ZONE OPERATOR: The entity responsible for the operations of the Main Zone Site 1 as may be amended and general purpose Non-contiguous Zone sites, which are not operated pursuant to a FTZ Operator or Subzone Operator Agreement with Grantee. The Port Everglades Department of Broward County is the Grantee's Main Zone Operator.

MAIN ZONE: Site 1, as may be amended, Foreign-Trade Zone No. 25 operated by Port Everglades Department of Broward County with the Main Zone Site 1 located within the Port Everglades Jurisdictional Area, Broward County, Florida.

NON-CONTIGUOUS ZONE USER: A user of the Zone at facilities located outside the Main Zone site at a Non-contiguous Zone site.

NON-CONTIGUOUS ZONE USER AGREEMENT: An agreement between Grantee and a Non-Contiguous Zone User setting forth the specific terms and conditions of the entity's use, occupancy and operations at a specific Non-contiguous Zone site.

NON-PRIVILEGED FOREIGN (NPF) STATUS: A CBP category of foreign status merchandise. Such merchandise is evaluated based on its condition at the time it is shipped from the Zone to the U.S. market and entered for consumption by CBP.

PRIVILEGED FOREIGN (PF) STATUS: One of the CBP categories of foreign status merchandise. Such merchandise maintains its status based on its condition when it was admitted to the Zone. Thus, when the merchandise is shipped from the Zone to the U.S. market and entered for consumption by CBP, it is evaluated based on the time-of-admission condition even though it may have undergone a transformation in the Zone.

SUBZONE: A special-purpose non-contiguous site or group of non-contiguous sites established as part of the Zone for a limited purpose that cannot be accommodated within the existing general-purpose Main Zone site.

SUBZONE OPERATOR: An entity responsible for the operations of a Non-contiguous Subzone site under the terms and conditions set forth in a Subzone Operator Agreement with Grantee.

TARIFF NO. 12: Port Everglades Tariff No. 12 as reissued or amended. A copy of the most recent Tariff No. 12 is available on the Port Everglades' website at www.broward.org/port.

ZONE: Foreign-Trade Zone No. 25 established under the provisions of the Act. The term includes the Main Zone Site 1 as may be amended and Non-contiguous, general-purpose Zone site(s) and Subzone site(s), unless the context indicates otherwise.

ZONE RESTRICTED STATUS: Merchandise in this CBP status is to be exported or destroyed. Zone-restricted status merchandise cannot be entered into CBP territory unless the FTZ Board finds that entry would be in the public interest.

ZONE STATUS: Merchandise can enter the Zone in either domestic or foreign status. Domestic status can include foreign status goods where the duty has been paid and the goods entered for consumption in United States Commerce. Foreign status includes privileged foreign, non-privileged foreign and Zone-restricted status.

ZONE USER: A user of the Main Zone site pursuant to the terms and conditions set forth in a Zone User Agreement and/or lease with Grantee.

ZONE USER AGREEMENT: An Agreement between Grantee and a Zone User setting forth the specific terms and conditions of the entity's use, occupancy and/or operations within the Main Zone site.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2008-588, 9-9-08; 2013-779, 9-24-13)

SECTION ONE: DESCRIPTION OF FOREIGN-TRADE ZONE NO. 25

Item No. 101—Ownership and Operation.

Foreign-Trade Zone No. 25 is owned by the Grantee 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 Authority 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; 2013-779, 9-24-13)

Item No. 102—Location.

The Zone is located on various tracts of land throughout Broward County, Florida. The Main 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 Main Zone Office is 3400 McIntosh Road, Fort Lauderdale, Florida 33316.

The total acreage currently designated for the general-purpose Zone is over 388 acres, of which 142 acres are located within the Port Everglades Jurisdictional Area. The total acreage designated for special-purpose Subzones is over 135 acres, all of which is located within the Port Everglades Jurisdictional Area.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 103—Main Zone Site Facilities.

The Main Zone Site 1 is operated by the Port Everglades Department of Broward County and is located within the Port Everglades Jurisdictional Area. CBP has activated 22.7 acres, which consist of five warehouse buildings (all on fire sprinkler systems) as follows:

1. Building A is an 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 an 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.
6. Under the application of this Tariff, the Grantee's Main Zone Operator is not obligated to provide storage for property which has not been transported, nor intended to be transported by water, to or from Port Everglades; nor is it obligated to provide facilities beyond reasonable capacity.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 104—Main Zone Site Amenities.

The Main Zone is fully equipped with electrical power, water, sewer, communications, and access to all modes of transportation. The Main Zone has access to railroad service provided by the Florida East Coast Railway through nearby on-port and off-port cargo handling areas. The Main 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 Main 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, CBP personnel as well as representatives of the Grantee's Main Zone Operator are stationed in the Main Zone.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 105—Main Zone Management.

In the management structure of the Main Zone, the Grantee's Main Zone Operator is responsible for the day-to-day operations, leasing and marketing activities therein.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 106—Communications.

Chief Executive/Port Director	(954) 468-3516	
Deputy Port Director	(954) 468-3504	
Foreign-Trade Zone Operator	(954) 468-0214	
Operations Director	(954) 468-0218	
Business Administration Division	(954) 468-3501	
Business Development Division	(954) 468-3521	
BSO Dispatch	(954) 765-4511	
Foreign Trade Grantee's Main Zone Operator	(954) 468-0214	
FTZ Main Zone Fax	(954) 765-4628	

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2011-495, 9-13-11; 2013-779, 9-24-13)

SECTION TWO: GENERAL INFORMATION

Item No. 201—Application and Interpretation of Tariff.

Unless stated to the contrary in a written lease, FTZ Operator, Subzone Operator, Non-contiguous Zone User or Zone User Agreement entered into with the Grantee, the rules, regulations, indemnity and insurance provisions, rates, fees and charges contained in this Tariff shall apply at the Zone.

Grantee's Main Zone Operator 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 CBP 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; 2013-779, 9-24-13)

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 Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators to: (i) pay all charges in accordance with this Tariff that stem from use of the Zone, and (ii) be governed by all rules, regulations, terms and conditions contained in this Tariff.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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 CBP, and (c) all laws, rules, regulations, ordinances, and directives of federal, state, and local government entities with jurisdiction over the Zone and the activities of Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators.

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 the Act, Tariff No. 12 and other applicable federal, state and local laws, rules, and regulations.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2011-495, 9-13-11; 2013-779, 9-24-13)

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 Main Zone site office and on-line at www.broward.org/port.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 205—Port Everglades Tariff.

Broward County Board of County Commissioners publishes Tariff No. 12, which is applicable to the use of Port Everglades' facilities and appurtenances located within Port Everglades outside of the Zone. Tariff No. 12 is available on-line at www.broward.org/port.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13; 2013-779, 9-24-13)

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; 2013-779, 9-24-13)

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 terms and conditions, as are now in force or may hereafter be promulgated.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 208—Business Hours.

The Main Zone site is available to Zone Users twenty-four (24) hours a day, seven (7) days a week, subject to reasonable rules and regulations imposed by the Grantee. Grantee's Main Zone Operator personnel will be available for Zone 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's Main Zone Operator on behalf of any Zone User will be charged to the Zone User in accordance with the rates set forth in Section 7 of this Tariff.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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 Grantee's Main Zone Operator.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 210—Approval of Leases, Zone User, Non-Contiguous Zone User, FTZ Operator and Subzone Operator Agreements.

Approval by the Grantee of all leases and Zone User, Non-contiguous Zone User, FTZ Operator and Subzone Operator Agreements shall be handled pursuant to the Broward County Administrative Code and all other applicable federal, state and local 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.

FTZ lease, Zone User, Non-contiguous Zone User, FTZ Operator and Subzone Operator form Agreements containing the standard terms and conditions for the Zone, are available upon request from the Port Everglades Department Business Administration Division. All leases, Zone User, Non-contiguous Zone User, FTZ Operator and Subzone Operator Agreements shall be approved as to form by the Broward County Attorney's Office and approved by Broward County Risk Management Division. An applicant for a lease, Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator Agreement must establish its 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.

Prior to commencing activity under general-purpose Zone or special-purpose Subzone designation, FTZ Operator(s), Subzone Operator(s), Zone User(s) and Non-contiguous Zone User(s) shall be required to enter into a properly executed Agreement with the Grantee. The Agreement will include the assessment of charges and outline the rights and obligations between the Grantee and FTZ Operator, Subzone Operator, Zone User or Non-contiguous Zone User. The Chief Executive/Port Director of the Port Everglades Department of Broward County is authorized, on behalf of Grantee, to execute FTZ Operator, Subzone Operator, Zone User and Non-contiguous Zone User Agreements not exceeding three (3) years in duration.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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

The Grantee may consider requests for boundary modifications, expansions of the Zone, or the establishment of Subzones, provided all requirements of the Grantee, the FTZ Board, and CBP are met. A boundary modification is a change to existing 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 geographical area. A Subzone is a special-purpose site established as part of the Zone for a limited special-purpose that cannot be accommodated with the existing facilities of the Main Zone Site 1. FTZ Operators, Subzone Operators and Zone 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, the Grantee shall make the determination as to whether an application for Zone modification or Zone expansion will be submitted to FTZ Board as applicable.

All persons and entities requesting an expansion or boundary modification under this Item, shall be responsible for all applicable federal, state and local application fees and expenses.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

SECTION THREE - ZONES RULES AND REGULATIONS - GENERAL

Item No. 301—Use of Zone/Premises.

A Zone User, Non-contiguous Zone User, FTZ Operator and Subzone Operator, may only use the Zone for the purposes permitted in this Tariff in connection with merchandise (i.e., Domestic Status, Foreign Status and Forwarded) that has been lawfully brought into the Zone in accordance with the Act and CBP 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 Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator, may process, manipulate, manufacture, exhibit, or destroy merchandise in the Zone without CBP's prior written approval. In addition, no Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator may undertake any production, manufacturing or processing activity without the FTZ Board's prior written approval. "Production (or 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, or activity involving a change in the condition of the article, which results in a change in the customs classification of the article or in its eligibility for entry for consumption. "Manipulation," among other activities means breaking up, repacking, assembling, distributing, sorting, grading, cleaning or mixing of foreign or domestic merchandise, which does not constitute a production (or manufacture).

No person shall be allowed to reside within the Zone. Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators shall not use or permit the Zone to be used for any purposes other than those enumerated herein without the Grantee's prior written consent.

Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators shall not permit or perform any activity in or about the Zone that will in any way obstruct or interfere with the rights of other Zone occupants. Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators shall avoid the creation of any nuisance arising from dust, smoke, odors, fumes, noise, or an unwarranted activity in the Zone.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 302—Restrictions and Prohibitions on Zone Merchandise.

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

Furthermore, the Grantee reserves the right to restrict or prohibit the entry or handling of any cargo or other property in the Main Zone due to its hazardous, obnoxious, or unsanitary conditions or nature. The Grantee reserves the right to restrict or prohibit the movement of any cargo or other property through the Main Zone if any Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator demonstrates an inability to comply with the laws, rules, procedures and regulations of CBP that may expose the Grantee to any liability for such non-compliance.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 303—Public Health, Welfare and Safety.

No operation, process, cargo, goods, commodities, equipment, chemicals and/or merchandise or treatment of same will be permitted in the Main Zone Site 1 and Non-contiguous Zone site(s) that in the judgment of the Grantee's Main Zone Operator, creates a nuisance or is detrimental to the public health, welfare, and safety. The Grantee's Main Zone Operator may cause a cessation of all activities within the Main Zone Site 1 and Non-contiguous Zone site(s) deemed, in its sole and reasonable discretion, to be a nuisance or detrimental to Zone occupants or the general public.

Except as otherwise provided by law, the running of loud-sounding machinery or creation of any other loud noises in the Main Zone Site 1 is strictly prohibited.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 304—Cleanliness.

Zone Users shall maintain assigned or leased areas within the Main Zone, in a clean, orderly and safe condition at all times to the satisfaction of the Grantee's Main Zone Operator. No common area of the Main Zone shall be used (temporarily or otherwise) by any Zone User to store cargo, equipment, merchandise or any other property.

In the event a Zone User fails to cure a noncompliant act within twenty-four (24) hours from the time written notice to cure is sent by the Grantee's Main Zone Operator, the Grantee's Main Zone Operator may, at its option, and in addition to any other remedies that may be available to it, clean the affected site and dispose of all property thereon and charge the Zone User at rates specified in Section Seven herein. The costs thereof, shall be payable by the Zone User within fifteen (15) calendar days after written demand therefore is sent. In addition to the foregoing, any Zone User which fails to comply with the provisions of this Item shall be assessed a penalty charge of \$900.00 for each calendar day that the noncompliant act remains uncured.

Furnishing of garbage dumpsters and arranging trash removal is the responsibility of the Zone User. The Grantee's Main Zone Operator does not provide garbage dumpsters or arrange trash removal services within the Zone.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 305—Waste and Pollutant Disposal.

Zone Users 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 and 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 and regulations. Evidence of the disposal entity's certifications and licenses must be provided to Main Zone security and Port Everglades Department personnel prior to any Pollutants exiting the Main Zone Site 1. If applicable, Zone Users in the Main Zone are required to use Port Everglades franchised waste haulers.

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

In the event a Zone User fails to cure a noncompliant act within twenty-four (24) hours from the time written notice to cure is sent by the Grantee's Main Zone Operator, the Grantee's Main Zone 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 Zone User at rates specified in Section Seven herein. The costs thereof shall be payable by the Zone User within fifteen (15) calendar days after written demand therefor is sent. In addition to the foregoing, any Zone User which fails to comply with the provisions of this Item shall be assessed a penalty charge of \$900.00 for each calendar day that the noncompliant act remains uncured.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 306—Obstruction.

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

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 307—Loading Docks.

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

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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 Grantee's Main Zone Operator. Zone 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, licenses and/or approvals for the property, which is the subject of an alteration or modification.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 309—Erection of Buildings Within Main Zone.

To the extent space is available, the Grantee's Main Zone Operator may allow Zone Users to erect buildings and structures within the Main Zone in accordance with the Act and applicable state and local laws, rules, and regulations. Zone Users permitted to erect a structure within the Main Zone, shall be

required to enter into an agreement with the Grantee approved as to form by the Broward County Attorney's Office and approved by Broward County's Risk Management Division.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 310—Security.

Zone Users shall take whatever security precautions are necessary to protect their leasehold and/or assigned areas, and all persons and property thereon. Security services (such as the staffed gate) contracted by the Grantee for the Main Zone shall be responsible only for the protection of the Grantee's property.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 311—Parking.

Parking for Main Zone 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 Main Zone Site 1.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 312—Inspection by the Grantee.

The Grantee, by Grantee's Main Zone Operator may enter upon the assigned or leased area(s) of Zone Users within the Main Zone Site 1 at all reasonable times for the purpose of: (i) inspecting the areas and/or any merchandise contained therein, and/or (ii) determining whether the covenants and conditions of this Tariff, including those relating to proper use of the Main Zone are being observed.

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

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 313—CBP Inspection of Merchandise While in Zone.

Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators shall at all times be immediately available to make merchandise in the Zone available for inspection as required by CBP and shall have the sole responsibility of opening crates and packages. Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators shall secure the crates and packages following inspections performed by CBP.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 314—Unclaimed or Abandoned Cargo and Merchandise.

The Grantee shall comply with applicable local, state and federal laws in dealing with unclaimed, lost or abandoned cargo, merchandise and other property within the Main Zone Site 1.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 315—Disclaimer for Loss and/or Damage to Cargo, Merchandise and Injury to Persons and Property.

Grantee assumes no responsibility for any loss, damage or repair to goods, furniture, fixtures, equipment or other merchandise or property stored and/or handled in or through any other Port Everglades' facilities which are owned, controlled and/or operated by Grantee, except to the extent permitted by state law in instances where the loss and/or damage is caused by the negligence of Grantee.

Grantee shall not be responsible or liable for any loss, damage or repair to any cargo, merchandise or other property stored, handled, used, kept or placed upon any wharf or other structure or property owned or controlled by Grantee occasioned by or on account of pilferage, rodents, insects, natural shrinkage, waste, decay, seepage, leakage, overheating, evaporation, fire, earthquakes, rain, floods, war, riots, strikes, or any other acts beyond the control of Grantee, except to the extent permitted by state law in instances where the loss and/or damage is caused by the negligence of Grantee.

Grantee does not provide services for handling cargo, merchandise or other property and shall not be responsible or liable for any injury or fatality to persons arising from services provided by Broward County franchised and/or permitted entities, tenants, Zone Users, Non-contiguous Zone Users, FTZ Operator(s), Subzone Operator(s) or other independent third-party service providers at Port Everglades except to the extent permitted by state law in instances where such injury or fatality is caused by the negligence of Grantee.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 316—Damage to Zone Property.

Damage to the Grantee's facilities by a Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator is to be reported immediately to the Grantee's Main Zone Operator by the Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator responsible for the damage. Zone Users, Non-contiguous Zone Users, FTZ Operators or Subzone Operators causing the damage shall, at the Grantee's option, either repair property damage to the Grantee's Main Zone Operator's satisfaction or reimburse the Grantee for expenses and costs incurred in repairing same within fifteen (15) calendar days after written demand therefor is sent.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 317—Storm Protection.

Zone Users with cargo and materials located in the Main 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, Zone Users securing property in the Main Zone Site 1 facilities shall follow the instructions for storm protection issued by Port Everglades Department

Operations Division 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 Force as defined in Item 407 herein. In the event cargo or materials are not stored and secured in accordance with the minimum requirements in the issued storm protection instructions, then the Grantee's Main Zone Operator may take appropriate measures to secure same and the costs for moving, securing, and/or storing same shall be payable by the Zone User within fifteen (15) calendar days after written demand therefor is sent.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 318—Suspension of Operations.

The Grantee's Main Zone Operator may at any time 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 Main Zone or violates any provision of this Tariff. Said operation will remain halted until necessary corrective measures are taken to the Grantee's Main Zone Operator's sole and reasonable satisfaction.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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

Only those persons authorized by Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator, where applicable, shall be allowed in the Zone. Persons found loitering or performing other unauthorized activities shall be considered to be trespassing and may be prosecuted by Grantee under applicable Florida law.

All persons and/or vehicles entering the Main Zone for any reason are required to comply with the rules and regulations promulgated by the FTZ Board, CBP and the internal policies and procedures of the Grantee including requirements to obtain a Port identification badge. All persons and vehicular traffic entering or exiting the Main Zone Site 1 shall pass through entrances and exits designated by the Grantee's Main Zone Operator.

All Zone Users and their employees, business invitees and/or guests needing access to the restricted area within Port Everglades for more than fifteen (15) days in any ninety (90) day period are required to obtain permanent identification badges from the Port Everglades I.D. Office. Visitors of Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators, where applicable, (such as business invitees, independent contractors, casual labor, etc.) are required to sign in at the Main Zone office and provide government-issued photo identification to obtain a temporary identification badge.

Permanent and temporary badges issued by Grantee's Main Zone Operator's personnel shall be worn in an easily visible area on the person's outer garments at all times while in the Zone. The Grantee's Main Zone 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; 2013-779, 9-24-13)

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

site, except to the extent expressly permitted by the Grantee's internal policies and procedures, a copy of which is available from the Grantee's Main Zone Operator. All vehicles delivering or removing cargo from the Main Zone Site 1 shall be required to obtain a printed vehicle pass at the Main Zone's 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 Grantee's Main Zone Operator may order and enforce the moving of such vehicle. Notice of such order shall be given to the Zone User who shall take immediate steps to comply with same. In case of failure or neglect to comply with such order, the Grantee's Main Zone Operator may take actions necessary to cause the vehicle to be moved at the expense and risk of the Zone User.

No vehicle shall be operated at a speed that will endanger persons or property in the Main Zone. Any official road signs shall be strictly obeyed, including those indicating speed limits.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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

Zone Users shall be responsible, at their sole expense, for providing janitorial and exterminating services to their leaseholds and/or assigned areas within the Main Zone Site 1, and shall provide Grantee's Main Zone Operator 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 Site 1 facilities, such activities must be in compliance with the terms and conditions of the Zone User's Agreement with the Grantee and all applicable federal, state, and local laws. Companies wishing to provide fumigation, fogging and/or pest control services must apply in writing to the Port Everglades Business Administration Division for permission. 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; 2013-779, 9-24-13)

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 Zone Users to be and remain prepared at all times to eliminate any contamination caused in Port Everglades or in the Main Zone.

In the event of a pollutant spill in Port Everglades or the Main Zone, the party(ies) responsible for the spill shall take immediate remedial action(s) to clean up and properly dispose of the spill. Cleanup and disposal 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 Grantee's Main Zone Operator that cleanup and disposal efforts are not being undertaken in a timely and/or adequate manner by the responsible party(ies), the Grantee's Main Zone Operator may order resources as necessary to commence and complete the pollutant spill cleanup and disposal. In such cases, the full cost of the cleanup and disposal 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.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 323—Right of Relocation.

The Grantee's Main Zone Operator reserves the right to order the relocation of any Zone User, cargo, or other property located in the Main Zone Site 1. Any risk or expense incurred in the relocation shall be assumed by the Zone User.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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 Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators in the Zone. Unless specifically described to the contrary in a written lease or Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator Agreement, the rules and regulations contained in this Tariff shall govern the use of the Zone and payment and collection of all charges incurred in connection therewith.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 402—Reserved.

Editor's note— Res. No. 2013-779, adopted Sept. 24, 2013, repealed Item No. 402 which pertained to treatment of user/subzone accounts in delinquent status and derived from Res. No. 1996-0086, adopted Feb. 20, 1996, and Res. No. 2008-588, adopted Sept. 9, 2008.

Item No. 403—Collection and Enforcement.

Section Nine of Tariff No. 12 shall be applicable to Zone Users to the extent not governed by the terms of a lease or Zone User Agreement.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 404—Bond Requirements.

Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators 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 Grantee's Main Zone Operator. The bond shall be written in the Grantee's name to protect and indemnify the Grantee for any loss it sustains or expense that it incurs due to a Zone User's, Non-contiguous Zone User's FTZ Operator's or Subzone Operator's, failure to comply with the laws, rules and regulations of CBP, including, but not limited to, the payment of duties, charges, fines, penalties and liquidated damages.

Persons offering public-warehousing services within the Main Zone who 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 the Grantee's Main Zone Operator in its sole discretion.

Persons operating a private warehouse facility in the Main 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's Main Zone Operator in its sole discretion.

The Grantee's Main Zone 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 Zone User's, Non-contiguous Zone User's, FTZ Operator's or Subzone Operator's: (i) failure to comply with the laws, rules and regulations of CBP, or (ii) maintenance of inventory with unusually high risk, or (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's Main Zone Operator and be in a form satisfactory to the Broward County Attorney's Office. Copies of approved bond forms are available from the Business Administration Division of Broward County's Port Everglades Department.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 405—Indemnification of the Grantee.

All Main Zone tenants, FTZ Operators, Subzone Operators, Zone Users and Non-contiguous Zone Users shall protect, indemnify, keep and hold harmless, Grantee, its employees, officers, directors or agents from and against any and all losses, liabilities, costs, claims, charges, demands, expenses, including, but not limited to, reasonable attorneys' fees, penalties and damages imposed for the violation of any law of the United States of America, the state of Florida, or the ordinances or resolutions of local jurisdictions governing the Main Zone tenant, FTZ Operator, Subzone Operator, Zone User or Non-contiguous Zone User to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Main Zone tenant, FTZ Operator, Subzone Operator, Zone User or Non-contiguous Zone User. Further, Main Zone tenants, FTZ Operators, Subzone Operators, Zone Users and Non-contiguous Zone Users shall protect, indemnify and hold harmless Grantee, its employees, officers, directors or agents from any and all losses, liabilities, costs, claims, charges, demands, expenses, penalties and damages including, but not limited to, reasonable attorneys' fees to the extent caused by negligence, recklessness or intentionally wrongful conduct of the Main Zone tenant, FTZ Operator, Subzone Operator, Zone User or Non-contiguous Zone User. The provisions of this indemnity shall apply equally as well to all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (reasonable attorneys' 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), as may be amended. Except as specifically provided herein, this Tariff provision does not require that a FTZ Operator, Main Zone tenant, Subzone Operator, Zone User or Non-contiguous Zone User defend, indemnify and hold harmless Grantee, its employees, officers, directors or agents from any losses, liabilities, costs, claims, charges, demands, expenses including, but not limited to, attorneys' fees, penalties, damages, actions or proceedings. In the event that any action or proceeding is brought against Grantee by reason of any such claim or demand, the FTZ Operator, Main Zone tenant, Subzone Operator, Zone User or Non-contiguous Zone User shall, upon written notice from Grantee's Main Zone Operator, resist and defend such action or proceeding by counsel satisfactory to the Broward County Attorney's Office.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 406—Insurance.

Fire and Casualty:

Zone Users may elect to provide and maintain fire and casualty coverage for personal property such as merchandise, cargo, contents, and property stored within the structure, the leasehold and/or assigned area(s) at the Zone Users' sole cost and expense.

Fire and casualty insurance is carried by the Grantee to cover the Grantee's property only, and does not include coverage for property owned by or in the possession of Main Zone. Zone Users shall refrain from introducing any substance into the Zone that may cause the cancellation or forfeiture of the Grantee's fire and casualty insurance coverage, or may jeopardize the premium rate of such coverage on any building or structure within the Zone.

Zone Users shall provide the following minimum coverage and limits:

Commercial General Liability:

Combined single limit for bodily injury and property damage\$1,000,000 per occurrence

Business Automobile Liability:

Combined single limit for bodily injury and property damage\$500,000 per occurrence

Workers' Compensation:

Coverage shall apply to all Main Zone Users in accordance with Florida Statutes, Chapter 440. Policy must include Employers' Liability coverage.

Zone Users, persons, or entities leasing property in the Main Zone or conducting business operations in the Main Zone shall be required to provide evidence of insurance coverage as required in this Item. Coverage shall remain in continuous force and effect throughout the lease term or period during which such person or entity is conducting business in the Main Zone. The commercial general liability policy shall protect the Broward County Board of County Commissioners by naming Broward County as an additional insured. The Certificate Holder address shall read, "Broward County."

Unless stated to the contrary in a written lease agreement or other contract with the Grantee, all Zone Users shall comply with the insurance requirements set forth in this Item, and all Zone Users shall bear the sole cost of providing said coverage, and shall be responsible for any policy deductibles.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 407—Limitations to the Grantee Liability.

The risk of loss and 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 Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator, as applicable, or the 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 Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator, owner, or employee or representative thereof. Furthermore, the Grantee does not assume any responsibility for any loss or damage to personal property within the Zone stemming from an Uncontrollable Force. The term "Uncontrollable Force" shall mean any event that results in the prevention or delay of performance by the Grantee or Grantee's Main Zone Operator due to forces beyond the reasonable control of the Grantee or Grantee's Main Zone 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 Zone Users from the time of their occupancy in the Zone shall assume sole responsibility for the condition of the leased or assigned areas 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 leasehold and/or assigned area(s) by a Zone User.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 408—Zone Fees.

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

FTZ Transaction Fee:

FTZ Transaction Fee: Effective October 1, 2014, a \$21.00 fee will be charged each time a Zone User processes an FTZ transaction. A FTZ transaction is defined as the execution of CBP documentation that admits, transfers, or manipulates Zone merchandise. When multiple truckloads are consolidated on the CBP's documentation, each truckload will be considered a separate FTZ transaction for the calculation of the User Fee.

Activation Fee:

Effective October 1, 2013 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 Fee:

When the Grantee's Main Zone Operator's personnel must research, correct, or reprocess a formerly processed transaction in order to remedy any Zone User's inaccuracy, Zone 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; 2013-779, 9-24-13; 2014-506, 9-23-14)

Item No. 409—FTZ Operator and Subzone Operator Fees.

A FTZ Operator of a general purpose Zone and Subzone Operator of a special purpose Subzone shall be charged Fees by the Grantee as follows:

General Purpose FTZ Operator Fees:

Application Fee\$5,000.00.

Annual Fee\$12,000.00 (no production) \$29,500.00 (with production).

Activation Fee\$5,000.00.

Production (Manufacturing) Authorization Request Fee\$5,000.00 per request.

Alteration/Boundary Modification Request Fee\$3,000.00 per request.

Special Purpose Subzone Operator Fees:

Application Fee\$5,000.00.

Annual Fee\$29,500.00.

Activation Fee\$5,000.00.

Production (Manufacturing) Authorization Request Fee\$5,000.00 per request.

Alteration/Boundary Modification Request Fee\$3,000.00 per request.

(1996-0086, 2-20-96; 2003-721, 9-9-03; 2008-588, 9-9-08; 2013-779, 9-24-13)

SECTION FIVE - INVENTORY CONTROL AND RECORDKEEPING

Item No. 501—The AICS.

In compliance with the CBP 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 CBP, the AICS enables the Zone User to keep track of merchandise activity within the Zone. In addition, the AICS allows Zone Users to input data concerning their merchandise.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

Item No. 502—User Responsibility.

Zone 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.

Zone Users shall be responsible for all maintenance and repair work required to keep their equipment in operating order. Zone 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 Zone Users or their employees. In addition, Zone 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; 2013-779, 9-24-13)

Item No. 503—AICS Access Hours.

Access to the AICS, via modern or hardwiring, is available to Zone 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 Grantee's Main Zone 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.

Zone Users, Non-contiguous Zone Users, FTZ Operator(s) and Subzone Operator(s) shall grant access to their leaseholds and/or assigned area(s) during normal business hours to the Grantee's Main Zone 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; 2013-779, 9-24-13)

Item No. 504—Limitations on Grantee Liability.

The Grantee's Main Zone Operator may print all AICS forms, but neither the Grantee's Main Zone 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 CBP via the AICS regardless of who inputs the data. The Grantee's Main Zone Operator and the Grantee shall not be held liable for failure of the AICS to perform due to Uncontrollable Forces as defined in Item 407 hereof.

In consideration of Grantee's provision of the AICS infrastructure, Zone User(s), Non-contiguous Zone User(s), FTZ Operator(s) and Subzone Operator(s) hereby release, acquit, and forever discharge the Grantee and Grantee's Main Zone 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 Zone User, Non-contiguous Zone User, FTZ Operator and Subzone Operator 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. Zone User(s), Non-contiguous Zone User(s), FTZ Operator(s) and Subzone Operator(s) agree at all times hereafter to indemnify, reimburse, and to hold the Grantee 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 Zone User(s), Non-contiguous Zone User(s), FTZ Operator(s) or Subzone Operator(s) in connection with the AICS.

(1996-0086, 2-20-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

SECTION SIX - STORAGE

Item No. 601—Storage of Cargo and Merchandise.

The Grantee requires persons and entities desirous of leasing space in the Main Zone Site 1 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 in Main Zone Site 1 on a short-term grid space basis pursuant to the terms and conditions of this Tariff. Upon written application made to the Grantee's Main Zone Operator and on a space-available basis, additional space will be provided to existing Zone Users for the purpose of storing merchandise and cargo in connection with a Zone User's operations. Approval of any application for grid space will be based on a number of factors, including the Zone User's payment history with the Port Everglades Department of Broward County, and the Grantee reserves the right to require that Zone 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. Zone 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 Zone Users are permitted during any assignment period or renewal.

Zone Users may request renewal of a grid space assignment by written application to the Grantee's Main Zone Operator two (2) calendar days before the expiration date of the current assignment period. The Grantee's Main Zone Operator reserves the right to cancel any assignment upon two (2) calendar days' written notice to the Zone User. In the event a Zone User fails to remove merchandise, cargo, and all other property from the grid space upon such cancellation, the Grantee's Main Zone Operator may take actions necessary to cause the removal of any items on such space at the expense and risk of said Zone 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 Grantee's Main Zone Operator.

(1996-0086, 3-1-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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

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

Zone 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, property and merchandise from the grid space at the expense and risk of the responsible Zone User who shall pay the Grantee for all such costs and expenses for removal within fifteen (15) calendar days after written demand therefor is sent.

(1996-0086, 3-1-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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 on or through assigned grid space in the Zone.

With respect to grid space, Zone 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; 2013-779, 9-24-13)

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

The Grantee will invoice the Zone User for all charges associated with grid space. The Zone 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, Zone User shall pay:

For Inside Warehouse Grid Space—No A/C *	\$0.8077 per square foot
For Inside Warehouse Grid Space—with A/C *	\$0.9369 per square foot
For Inside Office Grid Space *	\$1.3458 per square foot
For Outdoor Grid Space *	\$0.162 per square foot
Minimum Storage Invoice Charge *	\$15.00

*rates effective October 1, 2014

In the event cargo or merchandise will remain in grid space subsequent to the expiration or termination of a storage period, Zone Users will notify the Grantee's Main Zone Operator at the start and end of the holdover period and be charged a Holdover 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.

In the event cargo or merchandise is placed/stored on grid space without an assignment from the Grantee's Main Zone Operator, or remains in grid space subsequent to the expiration or termination of a storage period without notification to the Grantee's Main Zone Operator, Zone Users will be charged a holdover rate, which is double the applicable grid space rate for a complete 30-day period in which the usage without notification or assignment occurred.

(1996-0086, 3-1-96; 2008-588, 9-9-08; 2013-779, 9-24-13; 2014-506, 9-23-14)

SECTION SEVEN - SERVICES AND RATES

Item No. 701—Generally.

The rates and charges herein, do not include sales tax or the cost of insurance for which Zone Users, Non-contiguous Zone Users, FTZ Operators and Subzone Operators 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; 2013-779, 9-24-13)

Item No. 702—Charges by Government Agencies.

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

(1996-0086, 3-1-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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

Labor, equipment, and materials are furnished by the Grantee upon request made to the Grantee's Main Zone Operator or provided on behalf of a Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator when the Grantee's Main Zone 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 Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator, as 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 its administrative and handling costs.

(1996-0086, 3-1-96; 2008-588, 9-9-08; 2013-779, 9-24-13)

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 CBP regulations. When, in the discretion of the CBP or the Grantee's Main Zone Operator, a special audit is necessary, Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator 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; 2013-779, 9-24-13)

Item No. 706—Zone Personnel - Overtime Rate.

When the Grantee's Main Zone Operator's personnel must remain on duty to perform services after normal business hours, Zone User, Non-contiguous Zone User, FTZ Operator or Subzone Operator 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; 2013-779, 9-24-13)

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 No. 708 which pertained to a U.S. Customs inspection fee and derived from Res. No. 1996-0086, adopted March 1, 1996.