PORT EVERGLADES TARIFF NO. 12

Item No. 710−Container Gantry (CG) and Mobile Harbor (MH) Cranes-Rental Rates.

Issue No. 21

Effective Date: October 1, 2026

I. Container Operations – "Small Boat":

A.	Straight Time Hours – Midport (CG)……	$ 936.10	Per Hour
	Straight Time Hours – Midport (MH)……	$ 843.50	Per Hour
	Straight Time Hours – Southport (CG)……	$ 999.80	Per Hour
B.	Overtime Hours – Midport (CG)……	$1,075.85	Per Hour
	Overtime Hours – Midport (MH)……	$ 971.80	Per Hour
	Overtime Hours – Southport (CG)……	$1,119.50	Per Hour
C.	Standby: Straight Time Hours …….	$ 201.40	Per Hour
D.	Standby: Overtime Hours …….	$ 268.75	Per Hour
E.	Minimum Invoice ……	2 Hours Per Crane Ordered	
F.	Initial Start-up Per Crane ……..	$ 268.75	Flat Charge
G.	Final Shut-down Per Crane ……..	$ 268.75	Flat Charge

II. All Other Container Operations:

A.	Straight Time Hours – Midport (CG)……	$1,185.50	Per Hour
	Straight Time Hours – Midport (MH)……	$1,066.90	Per Hour
	Straight Time Hours – Southport (CG)……	$1,253.50	Per Hour
B.	Overtime Hours – Midport (CG)……	$1,335.90	Per Hour
	Overtime Hours – Midport (MH)……	$1,201.90	Per Hour
	Overtime Hours – Southport (CG)……	$1,394.20	Per Hour
C.	Standby: Straight Time Hours……	$ 201.40	Per Hour
D.	Standby: Overtime Hours ……..	$ 268.75	Per Hour
E.	Minimum Invoice……..	4 Hours Per Crane Ordered	
F.	Initial Start-up Per Crane……	$ 268.75	Flat Charge
G.	Final Shut-down Per Crane ……..	$ 268.75	Flat Charge

III. General Cargo, Yachts, Heavy Lifts:

A.	Straight Time Hours – Midport (CG&MH)……	$ 658.10	Per Hour
	Straight Time Hours – Southport (CG)……	$ 710.90	Per Hour
B.	Overtime Hours – Midport (CG&MH)……..	$ 778.10	Per Hour
	Overtime Hours – Southport (CG)……	$ 851.60	Per Hour
C.	Standby: Straight Time Hours ……..	$ 201.40	Per Hour
D.	Standby: Overtime Hours …….	$ 268.75	Per Hour
E.	Minimum Invoice ……	2 Hours Per Crane Ordered	

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F.	Initial Start-up Per Crane ……	$268.75 Flat Charge
G.	Final Shut-down Per Crane ……	$268.75 Flat Charge

IV. Coastwise Container Trade

A.	Straight Time & Overtime Hours, Midport & Southport; Containers Discharged/ Loaded/Shifted, per unit ……	$ 25.85
B.	Standby: Straight Time Hours ……	$201.40 Per Hour
C.	Standby: Overtime Hours ……	$268.75 Per Hour
D.	Minimum Invoice ……..	2 Hours Per Crane Ordered
E.	Initial Start-up Per Crane ……	$268.75 Flat Charge
F.	Final Shut-down Per Crane ……	$268.75 Flat Charge

The Port Everglades Department will be the sole judge as to whether it is appropriate to utilize a container gantry crane or mobile harbor crane to lift a particular classification of cargo. Rental rates, as stipulated in Part III, are applicable only in operations that are exclusively noncontainer. When general cargo, yachts, or Heavy Lifts are loaded or discharged in conjunction with containers, rates specified in Parts I and II will apply for all hours of container gantry crane rental.

Charges to Port Users under this item are computed on a quarter-hour basis with any fraction of a quarter-hour to count as a full quarter-hour. In the event of a mechanical malfunction resulting in downtime (i.e., inoperability during the Port User's crane rental time), deductions of a quarter-hour or more and on a quarter-hour, basis thereafter (rounding down to the nearest quarter-hour) are subtracted from the overall charges due. Downtime is deemed to cease when the subject crane is restored to an operable state, as determined by the Crane Section, or a replacement crane is provided. For crane use charged as part of a bundled rate under a written agreement, unless otherwise stated in the written agreement, the deduction for a mechanical malfunction resulting in downtime (as stated above) will only apply for downtime exceeding one (1) hour on a quarter-hour basis (rounding down to the nearest quarter-hour) and at the rates in this Item. For bundled rate contracts, the applicable credit rate shall be based on the straight-time rate. For purposes of the preceding sentence, multiple instances of downtime will be aggregated to meet the one-hour threshold if the aggregated instances all arise from the same mechanical malfunction.

To be eligible for any deduction under this Item, the Port User seeking the deduction must review and sign a Crane Rental Form documenting the downtime. If the Port User disagrees with the downtime calculation indicated on the Crane Rental Form, the Port User may indicate such disagreement when signing. For crane use charged as part of a bundled rate under a written agreement, upon a request for a deduction consistent with this Item by the Port User to the Crane

Section and concurrence therefrom, the deduction will be applied to the next payment due to Broward County under the written agreement.

Any deduction under this Item is limited to the duration of downtime and shall not exceed the Port User's payment due to Broward County for the use of the cranes for the period of downtime. For crane use charged as part of a bundled rate under a written agreement, the deduction is limited to the Port User's payment due to Broward County for the particular ship affected by the downtime. As consideration for accepting any deduction under this Item, Port Users are agreeing to release, acquit, and forever discharge Broward County, including all its departments and divisions, from any and all causes of action relating to the crane downtime for which the deduction is granted.

The Port Everglades Department, in its sole discretion, determines the availability or unavailability of its cranes. In no event shall unavailability of cranes, including due to mechanical malfunction, preventive maintenance, or use by other Port Users, be construed to constitute downtime under this provision.

Preference will be given to container operations in the assignment of container gantry cranes and mobile harbor cranes over all other classifications of cargo.