



Intercontinental Terminals Company LLC

**ACTIVE TARIFF
DEER PARK TERMINAL**

Effective April 1, 2022

TO ALL SHIP OWNERS, MANAGERS, CHARTERERS, AND AGENTS, FREIGHT FORWARDERS, MEMBERS OF THE MARITIME INDUSTRY, AND OTHER INTERESTED PARTIES.

Intercontinental Terminals Company, hereinafter referred to as "ITC", promulgates this Tariff for the use of its bulk liquid docks at Deer Park, Texas, mile point 35.4 on the Houston Ship Channel.

**ISSUED BY
INTERCONTINENTAL TERMINALS COMPANY LLC
A Delaware Limited Liability Company
1943 INDEPENDENCE PARKWAY S
LA PORTE, TEXAS 77571
P. O. Box 698
DEER PARK, TEXAS 77536**

ITC is a for-hire bulk liquid storage terminal serving the transportation and storage needs of the petroleum, chemical and petrochemical industries internationally.

The dock facilities, when not in use or anticipated use by a vessel to load or unload bulk liquid cargoes, may be available for vessels desiring a layberth.

In general, ITC has adopted the latest revised Port of Houston Tariff, as issued by the Port of Houston Authority, with exceptions, as indicated herein, to better adapt our facility to existing business conditions and circumstances.

ITC reserves the right to amend this Tariff at any time at its sole discretion.



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LOCATION AND DESCRIPTION OF FACILITIES

Location:

Houston Ship Channel - Mile 35.4
2627 Tidal Road, Deer Park, Texas
Two miles north of Texas Route 225
Two miles east of Beltway 8
Five miles south of Interstate 10

Dock Data:

Ship and barge docks – 5 tanker berths and 10 barge docks

Four tanker berths, 820 - 900 ft. LOA, 40 - 45ft. draft

One tanker berth, 520 ft. LOA, 28-ft. draft, 80-ft. beam

Capability to accommodate up to five ocean-going tankers and ten additional barges for a total of 15 vessels simultaneously.

Vessel utilities, including steam available

Bulk Liquid Facilities:

11.9 million barrels of total capacity

Storage tanks for LPG service

Rail car loading and unloading facilities

Truck loading and unloading facilities

ISO Container loading and unloading facilities

Barge loading and unloading docks

Rail car storage available

Docks equipped with vapor emission control systems

Rail Service:

Private Spur, approximately 600 car capacity

All railroads serving the Houston Area

Switching to yard by Port Terminal Railroad Association

Switching in yard by ITC



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Management:

Brent J. Weber – President & CEO

Mark P. Jeansonne - Chief Financial Officer

Kevin Oditt – Chief Compliance Officer and Senior Vice President of Pasadena Operations

Bob Pennacchi – Senior Vice President of Engineering and Maintenance

David Wascome – Senior Vice President of Operations

Joshua Ryan – Vice President, Marketing

Harold W. Thomas – Vice President of Sales and Marketing

Carl E. Holley - Vice President of Health, Safety, Environmental & Security

John C. Everett – Sales Manager

Jason C. Antu – Customer Service Manager

Mail:

1943 Independence Parkway S, La Porte, Texas 77571

Telephone:

Terminal - (281) 884-0300

Facsimile Number:

Terminal - (281) 884-0399

Web Site:

www.iterm.com



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DEFINITION OF STANDARD TERMS

Terms used in this Tariff have been adopted from the latest revised Port of Houston Tariff and conform with CFR 515.6.46. The inclusion of any term herein is NOT a representation that the services mentioned are available at ITC's facilities.

1. **VESSEL** means any ship, ocean going chemical or oil tanker, dry bulk carrier, tug towboat, packet, barge, lighter, or other water craft, self-propelled or non-self propelled.
2. **DOCK** means that permanent structure sometimes referred to as a pier, wharf, or jetty utilized for the loading or unloading of cargoes.
3. **DOCKAGE** means the charge assessed against a vessel for berthing at a dock or for mooring to a vessel so berthed.
4. **TERMINAL STORAGE** means the service of providing terminal facilities and tanks for the storing of inbound and outbound cargoes after storage arrangements have been made.
5. **BERTH** means that section of a dock, including mooring facilities, used by a vessel.
6. **LAYBERTH** means the space at a dock authorized by ITC for a vessel to remain without loading or unloading shore cargo.
7. **TENDER** is the notification performed by the vessel owner or its representatives that the vessel is ready to occupy a berth.
8. **INDUSTRY STANDARD** Insofar as ITC's discharging pumps and pipeline receiving capacity are met or exceeded by the vessels pipeline receiving or discharge pumping system, then the Industry Standard shall have been deemed met. If the vessel's discharge pumping of pipeline receiving systems are below 80% of ITC's receiving pipeline or discharge pumping capacity, then the Industry Standard will be deemed not met.



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9. **HOLIDAYS** as applied within this Tariff, the term "holidays" include the following named days.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

GENERAL RULES AND REGULATIONS

ITEM 1 - Adoption of Port of Houston Tariff

The Port of Houston has on file its latest revised Tariff. Except to the extent that it may be inconsistent with any of the specific provisions of ITC active Tariff, Port of Houston Tariff shall apply to and govern the use of ITC's facilities, and in that respect, ITC adopts Port of Houston Tariff.

ITEM 2 - Application and Interpretation of ITC's active Tariff.

The rates, rules and regulations herein prescribed shall apply to all users of ITC docks and facilities. ITC shall be the sole judge as to the interpretation of ITC active Tariff. ITC reserves the right, without notice, to deny the use of its facilities to any user who is delinquent in payment of its account to ITC for more than thirty (30) days; such denial may be continued until any delinquency is corrected.

ITEM 3 - Failure and Delays in Performance

ITC will strive to furnish all services specified in this Tariff with reasonable promptness, but is not obligated to furnish services, nor is it liable for failure or delays in performance in the event of an act of God, government intervention, labor troubles, war condition, or other causes beyond its control.

ITEM 4 - Arrangements for Berth

All vessels or their owners or agents desiring a berth at the docks shall, as far in advance of the date of docking as possible, make application for berth to the ITC Marine Traffic Department, specifying the dates for docking and sailing, and the nature and quantity of cargo to be handled.



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All vessels, or their Owners or Agents, desiring a berth at the docks shall advance to the terminal 72, 48, and 24 hour notices of intended tender and include list of all cargo transfers intended. In addition, all vessels, or their Owners or Agents, must give notice of actual tender time by Email at marine@item.com, Telephone (281) 884-0369, or by mail 1943 Independence Parkway S, La Porte, Texas 77571.

ITEM 5 - Tendering, Not Prepared

Vessels tendering for berth must be prepared in all respects to load or unload all scheduled cargoes unless advance arrangements have been agreed upon by ITC's Marine Traffic Department by Telephone (281) 884-0369, Email at marine@item.com or mail 1943 Independence Parkway S, La Porte, Texas 77571.

Should a vessel tender for berth and such vessel is not prepared to commence loading or unloading cargo, and advanced arrangements have not been made, ITC may assess a dockage rate per the attached schedule from the time of arrival of that vessel to the time loading or unloading operations commence or, ITC management, at its sole discretion, may require the vessel to immediately vacate the berth and be reassigned when prepared. Vessels not performing cargo loading or unloading rates at Industry Standards may be requested to vacate.

ITEM 6 - Crew Maintenance

Vessels in ITC's docks shall at all times maintain appropriate officers and crew aboard to permit receipt or delivery of cargo and maintain safe mooring conditions of vessels twenty-four hours each day. It shall be the responsibility of the Vessel Master to provide an English-speaking officer or interpreter to communicate with ITC personnel.

ITEM 7 – Lay berth Agreement

Charges to vessels for lay berth are assessed in accordance with the following lay berth schedule:

- (a) Any period of berth occupancy of twenty-four (24) hours or less will be assessed dockage charge of \$8,000.00.
- (b) Any period of berth occupancy over the initial twenty-four (24) hour period will be assessed an additional \$8,000.00, in increments of twelve hours or less.



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The duration of layberth must be approved by ITC's Marine Traffic Department by Telephone (281) 884-0300, Email at marine@iterm.com or by mail, PO Box 698, Deer Park, Texas 77536. Vessels shall vacate the layberth promptly at the end of the approved duration period or upon ITC's request.

ITEM 8 - Unauthorized Berthing and Use

Under no circumstances will a vessel berth, moor, anchor, come along side of a vessel at a dock(s) or otherwise use the facilities of ITC without prior arrangement and consent of ITC. Should such unauthorized use occur, ITC management will assess a penalty of \$20,000.00 per violation plus an additional \$5,000.00 per hour at the owners, charterers, and general local agent's expense. In addition, ITC will request that the unauthorized vessel vacate the dock(s) or facilities of ITC immediately.

ITEM 9 - Labor Disputes

In the event of a labor strike, work stoppage or other event that prevents a vessel from loading or unloading cargo, ITC management at its sole discretion and upon written notice, will require the vessel to vacate the berth at owner's, charterer's and general and local agent's expense.

ITEM 10 - Hazardous Conditions

If, in ITC's opinion, severe weather conditions or other dangerous or disruptive conditions with respect to the terminal, vessel, barge, or ship channel warrant, or upon notice from governmental or authorized agencies or under similar conditions or authority, any vessel in berth may be ordered by ITC at any time of the day or night to vacate dock until such time as ITC deems permissible for the vessel to return.

ITEM 11 - Penalty for Refusal to Vacate

Any vessel refusing to vacate a berth at ITC facilities will be assessed a penalty charge of \$20,000.00 per violation, plus an additional \$5,000.00 per hour or fraction thereof. The penalty will be assessed against the vessel and/or its owners, charterers and general local agents after written notice to vacate has been given the vessel and/or its owners, charterer's agents, master or mate. At its option, ITC management may remove vessel from berth at vessel's expense and risk.



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ITEM 12 - Financial Responsibility

All fees, charges, and liabilities including those against the cargo, arising out of the use of the ITC dock(s) and facilities, however initially invoiced, shall be the joint and several responsibility of the vessel's owner(s), charterer(s), and general and local agents to the extent provided by law. ITC may prosecute and recover damages from any or all parties liable, in any order, and to the exclusion of others. It is not the intent of this item to determine the legal rights and liabilities of the vessel, her owner(s), charterer(s) and agent(s), and cargo interests between and among each other.

ITEM 13 - ITC Right to Require Prepayment

ITC reserves the right to require prepayment of any charge specified in this Tariff. For all invoiced services, payment is due upon receipt of invoice.

ITEM 14 – Stores & MARPOL

- (a) A charge of \$2,500.00 per delivery will be assessed for delivery of stores (including water) to vessels at ITC docks.
- (b) A charge of \$2,700.00 per barge will be assessed to comply with MARPOL regulations.

ITC reserves the right to require prepayment of any charge specified in this Tariff.

ITEM 15 – Additional Information

Inquiries on additional pricing should be addressed to ITC's Marketing Department at phone 281-884-0300.

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