



***Intercontinental Terminals Company LLC***

**ACTIVE TARIFF  
DEER PARK TERMINAL**

Effective April 15, 2024

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 to be used 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 change, modify, amend, or discontinue this tariff at any time at its sole discretion. Any changes, modifications, amendments, or discontinuation may be implemented by ITC by posting such on its website, [www.ityerm.com](http://www.ityerm.com). By using the services or hiring ITC all vessels (including their owners and agents) agree they will review such changes, modifications, amendments, or discontinuations and be bound by them. Such review shall be deemed an acceptance of such terms.



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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  
Lindsay Knight - 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  
Karl Kuhn – Vice President of Logistics  
John C. Everett – Sales Manager  
Krista Rodriguez – 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](http://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 any ITC active tariff, the 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. The use of the ITC docks constitutes an acceptance by the vessel of all charges, rules and regulations published in this tariff. The charges, rules, and regulations published in this tariff apply equally to all Vessels calling at the ITC docks. 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 claims or charges 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 circumstances beyond its control including any act of God, government intervention or regulations, changes in law, labor troubles, or war condition.

**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



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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. The application shall include an acknowledgement from the owners, charterer, and agents that they have reviewed this tariff, agree to the terms of this tariff, and an attestation that they have the authority to bind the owners if the applying party is an agent (or other third party). If requested by ITC the owners, charterers, and agents shall provide a Certificate of Financial Responsibility in a form reasonably acceptable to ITC. All vessels, or their owners or agents, desiring a berth at the docks shall provide written notice to the terminal 72, 48, and 24 hours prior to the intended tender and include a 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@iterm.com](mailto:marine@iterm.com), or Telephone (281) 884-0369.

By making the berthing application, the owners, charterer, and agents acknowledge that they have been afforded access the dock so that it could conduct any and all required due diligence relating to the dock, including hydrographic and geophysical surveys of the location where the docking of the Vessel will take place and the approaches thereto. All such reviews, surveys, and due diligence, and any and all desired inspections by the owners, charterer, and agents of the Dock, have been conducted and completed to their satisfaction. By submitting the berthing application, owners, charterer, and agents warrant and represent that they have satisfied themselves as to the type, condition, quality and extent of the Dock. OWNERS, CHARTERER, AND AGENTS ACKNOWLEDGE AND AGREE THAT THE DOCK PROVIDED BY ITC SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER BY ITC, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY, DEPTH, UNOBSTRUCTED ACCESS, SAFE BERTH, OR OTHERWISE.

#### **ITEM 5** - Tendering, Not Prepared

Vessels tendering for berth must be prepared in all respects to expeditiously load or unload all scheduled cargoes unless advance arrangements have been agreed upon by ITC's Marine Traffic Department by Telephone (281) 884-0369 or Email at [marine@iterm.com](mailto:marine@iterm.com).

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, in its sole discretion, may require the vessel to immediately vacate the berth and be reassigned when prepared to load or unload. Vessels not



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performing cargo loading or unloading rates at Industry Standards may be requested to vacate and subject to Item 7.

#### **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

The Dock is actively utilized for loading of bulk product between the ITC Terminal and vessels and/or barges. However, as opportunities avail themselves, the dock may be used as a lay berth from time to time. Owners, charterers, and agents may request the use of the dock as a lay berth for non-cargo operations (COC inspections, awaiting another berth, etc.). Charges to vessels for lay berth are assessed in accordance with the following lay berth schedule:

- (a) Any period of berth occupancy over the initial six (6) hour period while a vessel is not conducting operational activities consistent with Industry Standards will be assessed \$8,000.00, in increments of twelve (12) hours or less.
- (b) Vessels lightering while not conducting shore cargo operations will be assessed \$8,000.00, in increments of twelve (12) hours or less.

The duration of layberth must be approved by ITC's Marine Traffic Department by Email at [marine@item.com](mailto:marine@item.com). Vessels shall vacate the layberth promptly at the end of the approved lay berth 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 will assess a penalty of up to \$20,000.00 per violation plus an additional charge of up to \$5,000.00 per hour at the vessel, owners, charterers, or general local agent's (selected in ITC's discretion) expense. In addition, ITC will instruct the unauthorized vessel to vacate the dock(s) or facilities of ITC immediately.



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**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 in its sole discretion and upon written notice, will require the vessel to vacate the berth at vessel owner's, charterer's and general and local agent's expense (selected in ITC's discretion).

**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** - Charge for Refusal to Vacate

At ITC's sole discretion, any vessel utilizing a dock as a lay berth is subject to four (4) hour notice to vacate the dock. In the event that a vessel fails to vacate within the four (4) hour window, then fees of \$8,000 per hour shall apply and will be in addition to the lay berth charges. Any vessel refusing to vacate a berth at ITC facilities will be assessed a charge of up to \$20,000.00 per violation, plus an additional charge of up to \$5,000.00 per hour or fraction thereof. The charge will be assessed against the vessel and/or its owners, charterers and general local agents (selected in ITC's discretion) after written notice to vacate has been given the vessel and/or its owners, charterer's agents, master or mate. At its option, ITC may remove vessel from berth at vessel's expense and risk.

**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), facility users, general and local agents (including the servants, representatives, and employees of each) to the extent permitted by law. ITC may prosecute and recover damages, including attorney's fees, from any or all responsible parties notwithstanding whether they caused the fee, charge, or liability, 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), agent(s), and cargo interests between and among each other. In the event the ITC dock(s) are damaged or destroyed by an action attributable to the





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vessel's owner(s), charterer(s), agent(s), or other interest holder, the responsible parties shall be responsible for all damages allowed by law, except that there shall be no deduction for depreciation or alleged preexisting defect in the dock that was not identified prior to the event. To the extent ITC prosecutes and recovers damages associated with damage or destruction to ITC dock(s), ITC may also recover its attorney's fees. ITC shall be able to detain any Vessel or other watercraft responsible for such damage until security has been given in the amount of such damage. All Vessels, owners, charterers, and agents are responsible for payment of all applicable charges no later than 30 days after the invoice date. After 20 days, a 1.5% per month penalty charge may be assessed on the total invoice amount. In the event any Vessel, owner, charterer and/or agent fails to pay any invoice issued by ITC, ITC shall be entitled to refuse any request to berth by any vessel under common ownership, management, and/or control until the balance, including interest and costs of collection, are paid in full.

#### **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** - Authority to Bind

Each agent submitting an application pursuant to Item 4 represents and warrants that the actions taken, application made, execution, delivery and performance of any documents related to this tariff and the related transactions have been duly authorized by the Master of the Vessel, owner of the Vessel, Manager of the Vessel and Charterer(s) of the Vessel and that the person executing or requesting the above does so with the full capacity to bind the Master of the Vessel, Owner of the Vessel, Manager of the Vessel and Charterer(s) of the Vessel.

#### **ITEM 15** – Stores, MARPOL & Reducer

- (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.
- (c) A reducer replacement fee of \$7,500.00 will be charged for all reducers supplied by ITC to vessel and not returned to ITC at the conclusion of operational activities.



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**ITEM 16 – Additional Information**

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

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