



The ZPMC Wharf Gantry Crane (s) Rental Rate is \$600.00 per hour. Electricity and maintenance shall be furnished by Port Authority.

The Gottwald Mobile Harbor Crane (s) Rental rate is \$450.00 per hour. This crane rate includes up to a \$2.00 per gallon fuel cost paid by the Port Authority. The Crane leasee will be responsible for the cost of the fuel cost in excess of the \$2.00 per gallon.

- A. The rate quoted in this Tariff does not include the costs of hiring a crane operator. The crane operator shall be furnished, supervised and employed by the licensed stevedore renting the crane(s).
- B. Crane rental includes crane mechanic (s).
- C. Crane time shall be computed from the time the crane(s) is/are ordered to be available (desired start-up time), until the crane(s) is/are dismissed and secured. Start – Up rate shall be a flat \$200.00 per crane and the Shut- down and secure rate shall be a flat rate of \$200.00 per crane.
- D. No charge shall be made for time a crane is inoperable because of any mechanical malfunction, inclement weather, or non-working meal hours.
- E. A crane rental application shall be made no later than 12 hours prior to the desired start-up time. An application shall be made to the Director or Deputy Director of Operations. The application submitted by the applicant shall include date, time, type and quantity of cargo to be handled, and an estimated length the crane(s) will be rented.
- F. There shall be a two hour minimum charge for each crane rental. Crane rental shall be billed in 15 minute increments.
- G. Stevedores shall hire only qualified crane operators to operate the cranes. The stevedore shall ensure that the crane user will conform to all applicable laws, ordinances, rules and regulations of O.S.H.A., all regulations of the United States Coast Guard and all other federal and state authorities having jurisdiction over the user while operating the crane(s). The Stevedore renting the crane(s), being the responsible party, shall have the authority to order the removal from a crane any operator that he deems not qualified or who is otherwise operating the crane in an unsafe manner.
- H. The crane(s) is/are furnished with a Bromma Container Spreader; all gear/rigging which is required to perform a lifting operation other than containers shall be furnished by the user. The rate quoted for start up in subpart C of this section will apply during any time necessary to complete a rigging operation before and after any lifting operations.
- I. Vessels, their owners, agents, stevedores and all users of the crane(s) shall indemnify, hold harmless and defend the Mississippi State Port Authority, its Board and employees from and against any claim, demand, cause of action or proceeding of any kind or nature arising out of, incident to, or resulting from the use of the cranes by the vessels, its owners, agents, stevedores and other users of the crane(s), together with all costs, expenses, and liabilities incurred as a result of any such claim,

demand, cause of action or proceeding, including, but not limited to, all reasonable attorneys' fees to and through appellate, supplemental and bankruptcy proceedings.

- J. The stevedore renting the crane(s) agrees to operate the crane(s) within its/their rated capacity.
- K. The Mississippi State Port Authority, or its designee, will: (i) perform a pre-operation inspection; (ii) start and position the crane(s) prior to vessel operations; and (iii) once the vessel has completed operations, reposition the crane(s), shut down the crane(s) and perform a post-operation inspection.
- L. The Mississippi State Port Authority reserves the absolute and exclusive right to the assignment and scheduling of use of the crane(s).
- M. Should any damage occur while the crane(s) is/are rented, the damage must be reported immediately by the stevedore to the Mississippi State Port Authority Operations Department. An incident report detailing the pertinent facts (who, what, where and when) concerning the incident shall be prepared by the stevedore. The signed incident report shall be delivered to the Mississippi State Port Authority at the time of the completion of the crane operation.
- N. The stevedore or customer renting the crane(s) is responsible for the operation thereof and assumes all risk of injuries or damages which may arise, except that which results directly from the negligence of the Port Authority. It is incumbent upon the user to make a thorough inspection of the cranes prior to taking possession. All damages revealed upon the post inspection of the cranes will be the responsibility of the immediate prior user. The user shall be responsible for loss or damage and cost of repairs, except that which results from the negligence of the Port Authority.