

SECTION TEN BERTH ASSIGNMENTS	Item No.	
<p style="text-align: center;">DEFINITIONS</p> <p>BERTH ASSIGNMENTS are classified and defined as follows:</p> <p>(a) A Preferential Assignment is the priority right granted a person to use a certain berth, wharf or facility, including such improvements and areas as are designated in the assignment.</p> <p>(b) A Secondary Assignment is a subordinate right granted to a person to use a preferentially assigned berth subject to the prior rights of a preferential assignee with whom such secondary assignee must share by agreement the costs and expenses incidental to the assignment, as hereinafter provided.</p> <p>(c) A Temporary Assignment is a temporary permission granted to a person to use a certain berth, wharf or facility, including such improvements and areas as are designated in the assignment.</p> <p>All berth assignments shall be held by the assignees subject to the provisions of this Tariff, to the charges, rates, rules and regulations applicable thereto, and to all of the terms, conditions and provisions contained in any such assignment.</p>	1000	
<p style="text-align: center;">RIGHTS NOT EXCLUSIVE</p> <p>Berth assignments, unless otherwise specifically provided therein, shall include only the right to dock vessels owned, operated or represented by the assignee at the assigned berth, to embark and disembark passengers and their baggage, and to assemble and distribute the cargoes of such vessels over, through or upon the assigned area, subject to the provision that when the assigned berth is not required in whole or in part for the use of the assignee, the Executive Director may make temporary assignments of said berth, or any part thereof, to any other persons, as provided in this Section.</p>	1005	
<p>See Item 10 for explanation of abbreviations and symbols.</p>		
	<p>Order No. 5837 Adopted July 12, 1989 Ordinance No. 165789 Adopted April 10, 1990</p>	<p>EFFECTIVE: July 1, 1990</p>

SECTION TEN – Continued BERTH ASSIGNMENTS -- Continued		Item No.
<p>APPLICATIONS</p> <p>Applications for preferential, secondary, and temporary assignments shall be made to the Executive Director upon berth assignment forms provided by the Board.</p> <p>The Executive Director may make preferential, secondary, and temporary assignments upon forms provided by the Board, subject to the provisions of this Tariff, to the charges, rates, rules and regulations of the Board applicable thereto, and to such terms and conditions as may be contained in any such assignment.</p>		1010
<p>NOT TRANSFERABLE</p> <p>Assignments shall not be transferred except with the written consent of the Executive Director.</p>		1015
<p>ASSIGNMENTS REVOCABLE</p> <p>All preferential and secondary assignments shall be revocable by the Executive Director upon thirty days' written notice to the assignee, and all temporary assignments shall be revocable by the Executive Director at any time upon written notice to the assignee.</p>		1020
<p>See Item 10 for explanation of abbreviations and symbols.</p>		
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SECTION TEN – Continued BERTH ASSIGNMENTS -- Continued	Item No.	
<p style="text-align: center;">ASSIGNEES LIABLE FOR DAMAGE, WHEN</p> <p>All persons to whom berths, wharves, wharf premises or other facilities have been assigned shall be responsible and liable to the Board for any damage occurring to such assigned property during their tenancy and occupancy. Upon the refusal, failure or neglect of any such person to accept responsibility and liability in the manner and under the circumstances aforesaid, the Board or Executive Director may immediately revoke the assignment to any such person without notice, and may refuse the use of any wharf, berth or other facility to any such person until the Board has been fully reimbursed for any such damage.</p> <p>This item shall not relieve any and all persons other than the assignee who are or may be responsible and liable for damage occurring to the assigned property, nor preclude the Board from seeking and obtaining recovery for such damage from the assignee or other persons.</p>	1025	
<p style="text-align: center;">SECONDARY AND TEMPORARY ASSIGNEES TO SHARE IN CERTAIN OF PREFERENTIAL ASSIGNEE’S EXPENSES</p> <p>Each secondary assignee and each temporary assignee at a preferentially assigned berth or wharf or wharf premise shall agree, in writing, with the preferential assignee, if the latter so requests, to share in the berth or wharf or wharf premise expenses of the preferential assignee, and all amounts due under such agreement shall be payable to and collected by the preferential assignee for his own account. The agreement among such assignees of a berth or wharf or wharf premise must be upon a definite basis of division of such berth and wharf and wharf premise expenses of the preferential assignee, and such agreement shall be subject to the approval of and a copy shall be filed with the Executive Director. In the event of failure to agree as to the basis of division, the matter shall be submitted to the Executive Director who shall act as an arbiter and his decision shall be final and binding upon such assignees.</p>	1030	
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<p style="text-align: center;">USE OF SUBSTITUTE PREMISES</p> <p>Assignees and tenants (hereafter "assignees") of the Port of Los Angeles recognize that terminal areas (hereafter "premises") granted for an assignee's use may become temporarily unavailable through many causes beyond the control of the Port or the assignee including, but not limited to, construction within the Port, accidents, and heavy vessel traffic. Assignees recognize that if such a contingency arises, Port shall have the right but not the obligation to make other premises available to assignee upon the assignee's request (hereafter "substitute premises"). Assignee's use of substitute premises is conditioned on these terms:</p> <p>(a) Assignee in writing first requests the Executive Director to assign substitute premises. The request shall state what area assignee presently has the right to use, why it is temporarily unavailable, the period of time it is unavailable, and the substitute area assignee believes would be suitable for its use.</p> <p>(b) The Executive Director gives his written consent to the request.</p> <p>(c) The substitute premises are assigned in accordance with the same terms and conditions of the premises primarily granted. No alterations shall be made to the substitute premises without the express written permission of Executive Director. Agreements which allow the assignee to share revenues with the Port will apply during assignee's use of the substitute premises.</p> <p>(d) The use of substitute premises may not exceed 120 days unless City and assignee apply to the Federal Maritime Commission to amend the original agreement granting the premises which have become unavailable.</p> <p>(e) The Executive Director may for any reason cancel the use of substitute premises. Only 24-hours notice shall be required to cancel the use of substitute premises used less than 14 calendar days. Forty-eight hours shall be required to cancel the use of substitute premises used 14 days or longer.</p>	1035
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