Terminal Tariff No. 1
Charlotte Inland Port

1301 Exchange St, Charlotte, NC 28208

Effective: July 01, 2026

GENERAL RULES - REGULATIONS – DEFINITIONS

Item 5 - APPLICATION OF TARIFF:

The charges, rules and regulations published in this tariff apply on containers or chassis moving through the Charlotte Inland Port, hereinafter referred to as the “CIP", operated by the North Carolina State Ports Authority, hereinafter referred to as the “Authority”.

In the event that the terms and conditions of Terminal Tariff No. 1 / Charlotte Inland Port are inconsistent with the NC Ports MTOS Schedule #1, then MTOS Schedule #1 will prevail.

Item 10 - TARIFF RESTRICTIONS:

The charges, rules and regulations published in this tariff will not apply on containers exceeding 45 feet in length or loaded in excess of rated capacity.

Item 11 QUOTATION OF SPECIAL RATES, RULES AND REGULATIONS:

The Authority may negotiate special rates, rules, payment terms and conditions with unique applicable parties, and such special rates, rules, payment terms and conditions shall supersede and replace this CIP Tariff schedule only to the extent they conflict with the rates, rules, payment terms and conditions set forth herein. Absent any such conflict, this CIP Tariff shall remain in full force and affect.

Item 15 - USE OF CIP:

The use of the CIP constitutes an acceptance by the user of all charges, rules and regulations published in this tariff and the user agrees to pay all charges and be governed by all rules and regulations published in the tariff.

Item 20 - AUTHORITY LIABILITY:

The Authority shall not be responsible for any loss or damage to cargo or equipment moving through the CIP, except that resulting from its own negligence.

Item 25 - AUTHORITY HELD HARMLESS:

All users of the CIP agree to indemnify and save harmless the Authority from and against all losses, claims, demands and suits for damage, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operation on or use of the CIP.

Item 30 - RESPONSIBILITY FOR DAMAGE TO CIP:

All users of the CIP shall be held responsible for all damage resulting from their use of the CIP and the Authority shall reserve the right to repair or contract for repair of such damage. The Authority may detain equipment responsible for the damage until security has been given in the amount of the damage.

Item 35 - AUTHORITY CONTROL OF SERVICES PERFORMED:

The Authority reserves the right to control all services performed in connection with the movement of containers and/or chassis through the CIP. Services normally performed by the Authority will only be performed by Authority personnel unless permission is granted to others to perform such services. If permission is granted, the Authority shall be paid for any labor, materials or utilities it may furnish in connection with such services, including personnel it may furnish to protect its interest. No mechanical equipment may be brought or used on the CIP without permission.

Item 40 - NON-RESPONSIBILITY FOR DEMURRAGE OR DETENTION:

The Authority shall not be responsible for any demurrage or detention charges on containers and/or chassis.

Item 45 - NON-RESPONSIBILITY FOR FURNISHING CHASSIS:

The Authority accepts no responsibility for furnishing chassis or any other type of conveyance used in the transportation of containers.

Item 50 - INSURANCE:

Charges published in or referred to by the CIP tariff or other terminal agreements entered by the Authority do not include any expense of fire, storm, or other insurance covering owner of the cargo's interest in any property transported to, unloaded at, or located on Authority facilities. All such insurance desired by the owner of the cargo ("Owner") must be arranged or provided by the Owner.

All CIP users and firms shall at their own expense, maintain and provide evidence that the following insurance coverages are in force covering their operations on or at Authority facilities. All users agree that certificates of insurance and endorsements by AM best rated companies (A or better) shall be maintained on file with the Authority and that new certificates and endorsements shall be furnished to the Authority upon any changes in the users' insurance coverages.

Insurance requirements are subject to change and will be determined on a case-by-case basis based on the type of work each vendor or individual port user performs on the terminals. Proof of valid insurance in accordance with applicable state law will be documented through North Carolina Ports access control procedures.

The Authority reserves the right to deny use of its facilities to any firm that supplies false, misleading information or insurance which is not satisfactory to the Authority. Firms presently conducting business on Authority premises have thirty (30) days from the effective date of this regulation in which to furnish certificates of insurance. All new firms must certify insurance prior to conducting any business with the Authority. Certificates of insurance must be renewed as often as necessary and no firms using the facilities of the Authority shall allow any of the required insurance to terminate without ten (10) days prior written notice to the Authority, Attn: Insurance, P. O. Box 9002, Wilmington, NC 28402.

(1) GENERAL

(A) Workers' Compensation and Employer's Liability Insurance covering all persons in the employ of the user shall be provided in accordance with all applicable federal and state laws. Employer's liability insurance limits shall not be less than Five Hundred Thousand Dollars ($500,000) per accident and Five Hundred Thousand Dollars ($500,000) per employee for disease claims. The policy shall include an endorsement waiving the right to subrogate against the Authority.

(B) Commercial General Liability insurance (including broad form contractual liability) to cover the user while operating on Authority facilities and/or while performing work using Authority property, from any and all claims for damages arising out of bodily injury, sickness or disease, including wrongful death, or property damage or personal or advertising injury, which may result from its operations.

Commercial General Liability limits shall be determined by the business type at the sole and absolute discretion of the Authority, but in all instances it shall be in the amount of not less than One Million Dollars ($1,000,000) combined single limit for bodily injuries and property damage arising out of any one incident and an aggregate of at least Two Million Dollars ($2,000,000.)
Required General Liability insurance limits may be met by a combination of General Liability and Excess Liability or umbrella policies. The Authority shall be named an additional insured with respect to the Commercial General Liability policy and it shall include an endorsement waiving the right to subrogate against the Authority and properly include a notice of cancellation clause.

(C) Automobile Liability insurance to cover any automobile vehicles owned, leased, borrowed, or otherwise operated by or on behalf of the user. Automobile Liability insurance shall be in the amount of not less than One Million Dollars ($1,000,000) combined single limit for bodily injuries and property damage liabilities.

(D) For those individuals applying for an entrance badge (Port ID) or registering a TWIC card at the NC Ports Badging Office, proof of vehicle registration documenting at least the minimum insurance coverage allowed by North Carolina law is required. The Authority reserves the right to deny access to its facilities if the required information is not presented.

(E) Property insurance shall be carried by and be the responsibility of the user as the user may deem advisable on any personal property, cargo, equipment, furnishings, additions and improvements, betterments or any other property stored or maintained within or attached to Authority facilities. Except as caused by its own gross negligence, the Authority is not responsible for personal property, cargo, equipment, furnishings, machinery, additions or improvements, betterments or any other property that is owned by the user or in the user's care, custody and control.

All insurance required herein shall be endorsed to provide that it is primary with respect to any insurance carried by the Authority and no insurance coverage of the Authority shall be called upon to contribute to the payment of any losses that would otherwise be paid by the user or covered or paid by the user's insurance.

The above insurance policies shall remain in full force and effect and shall not be canceled, allowed to lapse, or allowed to expire while the user maintains active operations at or continues use of Authority facilities. The policy shall include an endorsement waiving the right to subrogate against the Authority. The Authority reserves the right to modify insurance requirements herein at its sole and absolute discretion.

Item 51 – FORCE MAJEURE:

Except as may be caused by its own gross negligence, the authority shall not be responsible for any delays, losses, damages, or failure to perform any of its obligations where such delays, losses, damages, or failure to perform are due to force majeure.

For the purpose of this Item 51, the term “FORCE MAJEURE” is defined to include, but not be limited to, any act of God, a strike, lockout or other labor trouble, any epidemic or pandemic, earthquake, fire, storm, wind, flood, hurricane or other weather-related occurrence, civil disturbance, war, an act of any governmental authority, an act of terrorism, a cyberattack, an explosion, or any other cause or circumstance whatsoever that is beyond the Authority’s reasonable control.

Item 55 - REGULAR WORKING HOURS:

The regular working hours of the CIP are from 8 A.M. to 12 Noon and from 1 P.M. to 5 P.M., Monday through Friday, holidays excepted. Services performed during these hours will be billed at applicable straight time charges.

Item 60 - HOLIDAYS:

The following holidays are recognized by the Authority:

Veterans Day Observance
Thanksgiving (two days, Thursday and Friday)
Christmas (three days, determined annually) *
New Year’s Day
Martin Luther King’s Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

When a holiday falls on Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed.

*Three days will be provided for the Christmas Holiday in years when Christmas Day falls on Tuesday, Wednesday or Thursday. Any requests to remain open during this period will need to be received no less than 48 hours prior to holiday closure.

Item 65 - LEASING OF SPACE:

Leasing arrangements are negotiable only with the Authority.

Item 70 - PAYMENT OF CHARGES AND INVOICES:

All invoices are rendered in strict accordance with this tariff and are due on presentation. Failure to pay within thirty (30) days may cause the name of the responsible party to be placed on a delinquent list and such a party may be denied further use of the facilities until all outstanding charges have been paid.

The Authority reserves the right to estimate and collect in advance all charges if credit has not been established through the Comptroller's office of the Authority or if parties responsible for such charges have habitually been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid. The Authority reserves the right to apply any payment received against the oldest outstanding invoices.

If any invoice shall not be properly paid by the responsible party, and such invoice thereafter be referred to counsel for collection, the responsible party shall also be liable for reasonable attorney's fees in such amount as may be established by the appropriate court. If no such fees are otherwise established, "reasonable attorney's fees" shall be deemed to mean 15% of the amount of the delinquent account.

Item 75 - RESPONSIBILITY OF CHARGES:

Charges published in this tariff will be assessed against authorized parties requesting service.

Item 77 - REGISTRATION REQUIRED:

All firms conducting business with the Authority or operating on Authority facilities are required to register with the Authority. Firms shall include all corporations, partnerships, or individual proprietorships.

Registration will consist of completing a form to be furnished and filed with the Authority. Information to be furnished shall include the name and address of the firm and its principals or senior corporate officers, the location of all offices, a listing of business licenses in effect and credit references.

The registration form must be signed by a principal or senior corporate officer of the firm and the Authority may deny use of its facilities to any firm furnishing false, incomplete, or misleading information. All new firms must register prior to conducting any business or operations as defined in this item.

Registration updating will be at the discretion of the Authority unless there is a change in the corporate structure. Any such change will require an immediate update of the registration.

Item 80 - CONTAINER CHARGES AND DEFINITIONS:

Receiving containers or chassis, per receipt	$30.00
Delivering containers or chassis, per delivery	$30.00
Mounting containers, per mounting	$50.00
Grounding containers, per grounding	$50.00
Lifting containers from a flatbed or chassis to another flatbed or chassis	$75.00
Storage per day or fractional part thereof, per empty grounded container	$5.00
Storage per working day or fractional part thereof, per loaded grounded container	$50.00
Intra-terminal drayage of chassis or container on chassis	$50.00
Segregating Containers - Per Container Handled	$50.00
Storage of bare chassis or empty container on chassis per day	$20.00
Storage of loaded container on chassis per working day	$75.00

Free Time - Five (5) working days free time is granted on empty containers, with or without wheels; loaded containers, with or without wheels; on bare chassis. Free time commences at the close of business day received. After expiration of free time, storage is applicable per working day.

Receiving is the receipt of a loaded or empty container and/or chassis from the inland carrier at a designated holding area. Receiving does not include grounding the container. Delivering is the delivery of a loaded or empty container and/or chassis to the inland carrier at a designated holding area. Delivering does not include mounting the container.

Handling is the physical movement of a loaded or empty container and/or chassis from one location at a terminal to another location at the same terminal. Handling does not include mounting or grounding the container.

Per diem is a daily charge assessed against each container or chassis for the use of Authority facilities. Per diem is assessed against all containers or chassis carried on the Authority’s equipment inventory at the close of each business day.

Carriers interchange forms will be executed only to the extent of noting thereon any apparent damages or deficiencies found by ground level, outward visual inspection of containers and/or chassis at time of receipt from or delivery to inland carrier at holding area.

Holding area is any area designated by the Authority for the holding of containers and/or chassis.

No container and/or chassis leases may be terminated on Authority facilities except when such equipment is transferred directly to another party that agrees to accept all charges accruing after the transfer. A charge of **$75.00 per container or chassis** transferred will be assessed against the party requesting the transfer.