

CASCO BAY ISLAND TRANSIT DISTRICT

TABLE OF CONTENTS

SECTION:

1. Rules and Requirements
2. Freight, All Kinds, and Minimum Charges
3. Vehicles/Freight in Vehicles
4. Rate Details

SECTION 1 - Rules and Requirements

Application of Schedule

101

The rates published in this tariff apply for the transportation of property, as described herein, by vessel between Portland and islands located in Casco Bay, as named herein, and between said islands, subject to the following rules. The rates do not include pick-up or delivery service.

Collection of Freight Charges

102

The following rules apply to the collection of freight charges for service provided under the terms of this tariff:

- (1) Except as otherwise provided in (2) below, all lawful charges shall be paid at the time the shipment is offered for transportation.
- (2) Shipments may be accepted for transportation in advance of the payment of tariff charges lawfully due thereon and credit may be extended to the persons, firms or corporations who, after examination be deemed necessary, satisfy carrier that the payment of freight charges will be made within the credit period specified.

Application for credit will be made at the carrier's offices at 56 Commercial Street, Maine State Pier, Portland, Maine.

A finance charge of 1% per month will be applied on any unpaid balance after 30 days. Those accounts which go unpaid after 60 days will have their credit suspended.

Commodity Rates Versus Freight All Kinds Rates

103

The establishment of a specific commodity rate removes the application of the freight all kinds rates on the same article from and to the same points.

Claims

104

As a condition precedent to recovery, claims for loss, damage, injury or delay must be filed in writing with carrier within three months after such loss, damage, injury or delay occurs; and suits shall be instituted only within two years and one day from the day when notice in writing is given to claimant that carrier has disallowed the claim or any part thereof.

Where a claim is not filed or suit is not instituted therein in accordance with the foregoing provisions, carrier shall not be liable and such claim shall not be paid.

Liability

105

Unless it is shown that carrier's negligence was the sole proximate cause, carrier assumes no liability for any loss or damage that may result from the Act of God, the public enemy, peril of the sea or other waters, quarantine, latent defect in hull, boilers, engines, propellers, piping, shafting or machinery; or loss or damage that may result from collision, stranding, fire, sanitary regulation or operation, explosion, accident to or breakdown of machinery or any propelling equipment, or accident of navigation.

Except in case of carrier's negligence, freight or merchandise destined to or taken from a wharf or landing at which no regular attendant is maintained shall be entirely at the risk of owner after unloaded from vessels or until loaded on to vessels.

Carrier assumes no liability for vehicles or the contents thereof while at its terminals, nor for pilferage or theft of the contents of any vehicle while being transported on its vessels.

As a condition precedent to recovery, claims for loss, damage, injury or delay must be filed in writing with carrier within one month after such loss, damage, injury or delay occurs; and suits shall be instituted only within sixty days from the day when notice in writing is given to claimant that carrier has disallowed the claim or any part thereof.

Where a claim is not filed or suit is not instituted therein in accordance with the foregoing provisions, carrier shall not be liable and such claim not be paid.

Definition of Term 'Carrier'

106

The term "carrier" as used in this schedule shall be understood to mean the Casco Bay Island Transit District.

Definition of a Shipment

107

A shipment is a lot of freight tendered to the carrier at one place at one time for transportation to one consignee at one destination on one shipping order.

Mixed Shipments

108

When a number of different articles for which either the same or different rates are provided herein are shipped at one time by one consignor to one consignee at one destination on one bill of lading in a mixed shipment, each article will be charged for at its actual or authorized estimated weight at the applicable weight per 100 pounds, or rate per article, as the case may be. The total mixed shipment will be subject to the minimum charge provisions of items 118 herein.

Articles of Extraordinary Value

109

Unless otherwise provided, the following articles will not be accepted for transportation: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; jewelry, other than costume or novelty jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed (see note); precious metals or articles manufactured therefrom; old, rare, or precious articles of extraordinary value.

NOTE: U.S. Mail will be transported for the U.S. Post Office.

Packing, Packaging or Bundling**110**

Freight tendered for transportation by carrier must be properly packed and protected. Materials used in packing must be of sufficient strength or be of such nature as to afford reasonable and proper protection during handling and loading, and to protect against damage to other freight or equipment.

Carrier requires that inadequately packaged items tendered for transportation will require a signed waiver (forms available at 56 Commercial Street) limiting damage liability for carrier.

Carrier may for good reason refuse to accept freight, the transportation of which, in carrier's judgment, would not be reasonable, safe and practicable.

Articles of freight which do not comply with reasonable packing requirements or whose dimensions create handling problems may be accepted by carrier on a special handling basis and the charge shall be 120% of the otherwise applicable charge.

Freight Requiring Heat or Refrigeration**111**

Rates and charges named herein applicable on freight requiring protection against heat or cold do not obligate carrier to provide refrigeration or heater service.

Explosives and Other Dangerous Articles**112**

Explosives and other dangerous articles will be handled and transported only in accordance with the rules and regulations prescribed by the Commandant, United States Coast Guard.

Transportation of Domesticated Animals

113

Domesticated animals shall include dogs and cats. No domesticated animal shall be transported unless, in the case of a dog, said dog is duly licensed under applicable State law or municipal ordinances or, in the case of cats, unless the owner or the person having control of said cat can state that the cat has been vaccinated against rabies. Animals must be leashed.

Domestic animals which qualify as aforesaid will be accepted for transportation subject to round-trip charges listed in Section 4 – 403. Carrier will transport at no charge, seeing-eye dogs for the blind.

Such domesticated animals carried on board by the owner, and kept confined in small hand luggage type carrying cases, and such animals confined to the interior of vehicles under owners' supervision and control while on board vehicle ferry, will be exempt from this charge.

All animals will be transported at the risk of owner or other person responsible for such animal, who shall also be required to safeguard, control and secure such animals by short leash or carrying case while on carriers' property. Owner or other person responsible for such animal must be prepared to immediately remove evacuations at terminal and on vessels and to clean the affected area.

Receipt of Freight and Storage Charges

114

The following rules and charges will apply on shipments of freight at the Casco Bay Ferry Terminal, 56 Commercial Street, Portland:

- (1) Except as provided in (a) and (b) below, freight will be received by carrier for transportation to island destinations between the hours of 8:00 a.m. to 1:30 p.m., Monday through Friday, holidays excluded.
 - (a) Saturdays - Shipments of foodstuffs, personal effects, drugs, medicines and shipments of an emergency nature or shipments, for which prior written arrangements have been made, will be accepted for transportation.
 - (b) Sundays and Holidays - Shipments of personal effects and emergency shipments of foodstuffs, drugs and medicines will be accepted for transportation.
- (2) Freight tendered for transportation after 1:30 p.m. must be accompanied to the island destination by the consignee or consignor or its authorized representative who will assume complete responsibility for the shipment at destination. In the absence of a person authorized to accompany the freight, it will be placed in storage on carrier's premises at the Casco Bay Ferry Terminal for transportation within 24 hours from the date and time of receipt, subject to storage charges named in (4) below.
- (3) Freight from island origins shall be picked up and removed from carrier's premises at the Casco Bay Ferry Terminal within 24 hours from the time notice of arrival has been given the consignee by telephone if convenient and practicable, otherwise by mail. Freight left on carrier's premises 24 hours or more after notice of arrival has been given will be subject to storage charges named in (4) below.
- (4) Storage charges: For each 24 hour period or fraction thereof.....specific commodity freight charges per 100 pounds per day. Where no specific rate is listed for the article(s), the freight all kinds rate will apply. The shipment in storage will be subject to the minimum charge provisions of Items 118. All storage charges will be assessed against the party arranging for such service at the Casco Bay Ferry Terminal and will not be advanced except upon instructions of the party responsible for the line-haul transportation charges.
- (5) Because of limited storage space available at the Casco Bay Ferry Terminal, freight held 48 hours or more, through no fault of the carrier, may at carrier's option be removed to and stored in a public or licensed warehouse at risk and expense of the owner.

Effective June 18, 2016

Casco Bay Island Transit District

Tariff

Registered Gross Weight of Vehicles

115

Where rates named herein are based on the registered gross weight of the vehicle, the registered gross weight shall be that shown on the certificate of registration issued by the State in which the vehicle is registered. The consignor or driver of such vehicle shall produce such certificate of registration as evidence of the registered gross weight of the vehicle. Upon failure to produce the certificate of registration, the rate for the highest registered gross weight named herein will apply. If the actual weight exceeds the registered GVW, then the vehicle charge will be for the actual weight while underload.

Loading and Unloading Vehicles

117

The loading of vehicles on carrier's vessels and the unloading therefrom shall be performed by the consignor or consignee. When the loading or unloading of a vehicle requires towing or hoisting, such towing or hoisting shall be performed by the consignor or consignee. Carrier may for the convenience of consignor or consignee, as the case may be, and without assuming any liability therefore, arrange for such towing or hoisting, and advance the expense thereof and add it to all other lawful charges.

Children's Fares

121

Children under five (5) years of age will be transported free. Children five (5) or more years but, under fourteen (14) years of age will be transported at the children's fares named herein. Children fourteen (14) years or more of age will be transported at the adult fares named herein.

Commuter Book Tickets

122

In addition to regular fare tickets, carrier offers certain tickets at discount known as Commuter Book tickets, based upon frequency of travel by purchaser. The discounts under Commuter Book tickets are substantial and it is necessary that strict compliance with conditions of their sale be enforced in order to protect the interests of commuter patrons.

In consideration of the discount at which they are sold, the purchaser, by purchase and use of Commuter Book tickets, agrees to and accepts same, subject to tariff regulations, limitations and conditions as follows:

Commuter Book tickets are 5 to a book and permit one round trip each. Passenger and Animal Commuter Book tickets are limited to 15 days and the Bicycle Commuter Book tickets are limited to 60 days, including date of sale.

Commuter Book tickets are for exclusive use only by purchaser and his or her immediate family and are not otherwise transferable. The purchaser's immediate family shall include his or her spouse and any or all purchaser's children under 18 who live with the purchaser.

It is necessary to safeguard the rights of the original purchaser as well as to prevent improper use of Commuter Book tickets. Carrier reserves the right at all times to request identification in connection with all Commuter Book tickets when they are used. Commuter Book tickets will not be honored for passage or redemption if detached from stub or if altered or mutilated.

The date of sale and expiration date are printed on each Commuter Book ticket at the time of sale, and no use of such ticket will be permitted after date of expiration. Non-expired unused tickets will be redeemed in accordance with the provisions of Item 129 of this tariff.

Honoring of Tickets**123**

Regular tickets and Bicycle Commuter Book tickets will be limited for transportation to sixty (60) days from the date purchased. Passenger and Animal Commuter Book tickets are limited for transportation to fifteen (15) days including date of sale.

Baggage**124**

Only such baggage as can be reasonably carried in hand by the passenger will be transported with the passenger at the fares named herein. Any baggage in excess of that which passenger may conveniently carry in hand shall be subject to freight rates published in carrier's freight tariffs. Hand baggage carried by passengers will not be checked and carrier assumes no liability for loss, damage, or theft thereof.

Carrier reserves the right to refuse transportation of any baggage consisting of articles which may be objectionable to other passengers or which may jeopardize the safe operation of its vessels.

Objectionable Persons

125

Carrier reserves the right to refuse transportation to any person under the influence of intoxicating liquors or drugs or whose conduct causes him/her to be objectionable or dangerous to other passengers, or any person who is incapable of taking care of him or herself. The foregoing is not applicable to persons who are ill and are accompanied by an attendant.

Carrier reserves the right to refuse transportation to any person failing to abide by its rules and regulations or those of the United States Coast Guard pertaining to the safe and efficient operation of carrier's vessels.

Scheduled Service

126

Carrier reserves the right to deviate from or to cancel sailing schedules or substitute one vessel for another without notice, as necessitated by circumstances and conditions beyond its control. In either event the carrier assumes no liability for loss, damage, or inconvenience which may result therefrom.

Landing of Passengers

127

Passengers shall be deemed to have been landed:

- (a) Upon arrival of vessels at port of designation;
- (b) Upon arrival of vessel at any port, including port of origin, when, due to conditions beyond carrier's control, safe landing cannot be made at port of destination or continuation of voyage is abandoned.

Sale of Regular and Commuter Book Tickets

128

All passenger and vehicle tickets are good for round-trip transportation and will be collected when boarding in Portland. There is no refund if you use alternate transportation to return to Portland. Tickets may be purchased only at carrier's ticket office in Portland, Maine. Carrier's ticket office will be open for the sale of tickets until the last scheduled vessel leaves in the evening of the same day. The purchase of tickets does not guarantee transportation to or from an island on date of purchase.

Redemption of Tickets

129

Wholly unused and non-expired round trip tickets will be redeemed to the purchaser thereof at the fares paid therefore, less a service charge of .25 per passenger ticket, \$1.00 per vehicle ticket. These will be redeemed in cash or credit depending on the original payment method.

A wholly unused and expired round trip ticket will be swapped, minus the service charge noted above, toward the purchase of one ticket of the same type. For tickets at a higher price (seasonal rate change), the difference shall be paid by the purchaser. Expired tickets have no cash value.

Wholly unused and non-expired commuter book tickets will be redeemed in the following manner:

The product of the number of tickets used from the commuter book times the regular round trip fare will be subtracted from the price of the commuter book, and the difference, minus the .25 per ticket service charge, will be refunded to the purchaser.

Expired commuter tickets will not be redeemed.

Tickets will be redeemed only at the office of the carrier.

130**Delay in Transportation Services**

Carrier will make reasonable efforts to transport passengers, vehicles, and freight to their destination in a timely manner. In no event, however, does carrier guarantee that space be available for any passenger, vehicle, or freight presented to carrier for transport, nor shall it be liable for any inconvenience, expense, or direct, incidental, or consequential damages that may result from any resulting delay. In the event of extreme delay or damage, carrier may, in its sole discretion, elect to refund the fare or freight charge in part or in full.

Customers are hereby notified that carrier is unable to guarantee transport on any particular vessel or any particular trip. All transportation services provided by carrier are subject to capacity and space limitations, inclement weather, mechanical breakdown, emergency situations, and other service disruptions. Customers are advised to present passengers, vehicles and freight for transport at the terminal well in advance in order to facilitate timely shipment. In the event carrier is unable to accommodate passengers, vehicles or freight on the vessel or at the time desired, carrier will make reasonable efforts to place such passenger, vehicles or freight on the next available vessel to the desired destination.

SECTION 2 - Freight, All Kinds, and Minimum Charges

Freight, All Kinds

200

Freight, all kinds, except articles for which rates are specifically named in this tariff.

Rates are in cents per 100 lbs.

SECTION 3 - Vehicles/Freight in Vehicles

Rules Governing Freight or merchandise carried in or on Vehicles

300

- (a) Except as otherwise provided in paragraph (b), and subject to the provisions of paragraph (c), the following rates will apply on freight or merchandise carried in or on vehicles transported at vehicle rates named in this tariff, subject to the minimum charges named in Item 105.
- (b) Subject to the provisions of Paragraph (c), personal effects, household effects or furnishings, and baggage may be carried in or on automobiles or station wagons without charge when such articles are the property of the owner of the vehicle or his immediate family and not for resale or business purposes.
- (c)
 - 1. Subject to the provisions of subparagraph w, automobiles or station wagons carrying articles on the outside of the vehicle will be accepted for transportation subject to available space and clearances, the determination of which shall be at the discretion of the master of the vessel.
 - 2. Articles transported in or on automobiles or station wagons which project beyond the length or width of the vehicle shall be subject to a charge of \$10.00 per vehicle in addition to all other applicable charges.

Rates are in dollars and cents per 100 lbs Unless otherwise indicated.

Effective June 18, 2016	Casco Bay Island Transit District	Tariff
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Freight or Merchandise Carried in or on Vehicles

305

NOTE: Carrier reserves the right to weigh all shipments on both the outbound and inbound trips.

Vehicle Ferry Service (scheduled) Between Portland and Peaks Island

310

Rates are in dollars and cents per vehicle and include transportation of driver only. Commercial vehicles must present a copy of the paid invoice for the trip to and from Peaks Island.

Vehicle Ferry Service (reservations) between Portland and Peaks Island

315

Reservations for commercial vehicles will be accepted at the CBITD Operations Office for any scheduled weekday run up to and including the 12:15 p.m. run on Friday. The cost for each reservation will be \$25.00 in addition to the applicable transportation charges.

Reservations for non-commercial automobiles and light trucks (< 6,000 lbs) will be accepted at the CBITD Operations Office for the 9:15 PM, 10:30 PM and 11:30 PM (Portland departures) scheduled service and the 9:45 PM, 10:55 PM and 11:55 PM (Peaks departures) on Friday, Saturday and Sunday evenings during the Summer Sailing Schedule only. The cost for each reservation will be \$25.00 each way in addition to the applicable transportation charges.

Reservations for commercial vehicles and non-commercial vehicles and light trucks will be accepted between 7:00 a.m. and 5:00 p.m. Monday through Friday, and must be made no less than 24 hours prior to the scheduled run. Reservations for one Commercial vehicle per trip from Portland to Peaks Island to be accepted beginning with the 3:15 PM trip on Fridays through the last scheduled car ferry trip on Sundays. The cost for the reservations will be \$50.00 for Commercial vehicles 6,000 – 10,999 GVW, and \$100 for Commercial vehicles 11,000 GVW and greater, in addition to the applicable transportation charge.

CBITD assumes no responsibility for failure to carry any vehicle in the event vehicle ferry service is canceled for any reason. Vehicle must be on site one half hour prior to departure.

Vehicle Ferry Service (reservations) Between Portland and all islands in Casco Bay served by carrier, except Peaks Island. (See item 310)

320

Reservation vehicle service for the transportation of vehicles will be operated upon request, subject to the availability and carrying capacity of vessels and the provision that reservations must be made with carrier at least one (1) week prior to date vehicle is to be transported. Requests for transportation shall be accompanied by a payment in full for each vehicle to be transported.

In the event a reservation to transport one or more vehicles is canceled, the amount paid will be refunded only if such cancellation is received at least 24 hours prior to time of sailing.

Rates include transportation of driver, but do not include transportation of freight or merchandise carried in vehicles. (See item 300)

Rates are in dollars and cents and for transportation of vehicle only.

Special Service

325

Transportation of heavy loads, heavy equipment, large mobile units and other traffic requiring special handling in Casco Bay will be subject to the availability and legal carrying capacity of the vessel, and the following provisions:

- (a) Requests for transportation must be submitted at least seventy two (72) hours prior to sailing time.
- (b) Vessels are held available only at Portland.
- (c) Time, for the purpose of computing rates, shall include the following:
 - (1) From the time vessel sails from Portland, to and including such time as vessel returns to Portland.
 - (2) Time required preparing vessel for sailing which shall also include time required to load and/or unload vessel.

Rates: Rates are in dollars and cents per thirty (30) minutes or fraction thereof. Minimum charge is in dollars and cents.

Note: Minimum rates named in this item do not include additional personnel, services and/or equipment required for the loading and/or unloading of heavy loads, heavy equipment and large mobile units, and the subcontracting of other vessels. When additional personnel, service and/or equipment are required for loading and/or

unloading and the subcontracting of other vessels, the rates shall not exceed the maximum rates named in this item. Rates shall be determined and agreed upon at the time request for transportation is made.

Extra Trips between Portland and Peaks Island

330

Extra trips are defined as those trips made immediately before, immediately after, or during a normal schedule of the car ferry. They fall into two categories:

- (1) Those trips made to accommodate an overflow of vehicle traffic, at the discretion of CBITD and depending on the availability of crew and equipment; or
- (2) Those trips made to accommodate vehicles which, because of their cargo, cannot be transported on a scheduled run. Additional vehicles may be transported at the discretion of CBITD and subject to USCG regulations. The charge for these trips shall be the tariff rate for the individual vehicles and their freight, or the hourly rate, whichever is higher. These trips will be scheduled on a seasonal basis, with the schedule to be published concurrently with CBITD's normal sailing schedule.

Assignment and subcontracting shipments

335

1. Assignment: At its discretion, CBITD may assign shipments to other carriers under 35-A M.R.S.A. Section 5101. When such assignment occurs, the other carrier will assume full authority and responsibility for the shipment, including damage or loss, and will transport the load on its own account. The assigned carrier will issue its own bills of lading to the shipper. CBITD will charge an assignment fee to cover its costs.
2. Subcontract: At its discretion, CBITD may subcontract shipments to other carriers under 35-A M.R.S.A. Section 5101. When such subcontracting occurs, CBITD will assume full authority and responsibility for the shipment, including damage or loss, and will transport the load on its own account. Nothing herein prevents CBITD from holding its subcontractor liable for loss or damage that occurs to the shipment. CBITD will issue its own bill of lading to the shipper. CBITD will use the Tariff rates in item 625 or item 835, and will apply those rates equitably based on its cost of supplying the service.