



# **SOUTHWEST PORT SERVICES, INC.**

**COMBINATION PORT AGENCY AGREEMENT AND  
TRANSPORTATION CONTRACT CARRIAGE AGREEMENT**  
*Effective 06/01/2023 (Based on Southwest Port's service date, not shipment pick up date)*

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between

\_\_\_\_\_ whose address is \_\_\_\_\_

Hereinafter referred to as "shipper" and Southwest Port Services, Inc., 18924 S. Laurel Park Road, Rancho Dominguez, CA,

hereinafter referred to as "contractor", a contract motor carrier operating under certificate

MC-212059.

The parties hereby mutually agree to the following terms and conditions:

## **I.**

Contractor shall offer services as port agent and contract carrier for shipper of quantities of crated household goods and personal effects as shipper may offer to contractor during the term of this agreement. By tendering goods at contractor's rates, shipper agrees to all terms contained in this agreement.

## **II.**

Every shipment tendered to contractor hereunder shall be at the sole option of the shipper. Contractor shall accept and transport as herein all quantities provided to the best of contractor's ability while this agreement is in force. All transportation shall be performed with reasonable dispatch and contractor must advise shipper with reasonable promptness should he be unable to accept any goods offered with no penalty to the contractor.

## **III.**

Shipper agrees to pay rates as set forth in schedules one through four attached to this agreement. Such rate schedules can be changed upon thirty-day notice to the shipper. Shipper shall remit payments within thirty days of contractor's invoice date. If payment is not received within 30 days of invoice date, shippers account will be considered in default. If shipper defaults on payment terms, the balance owed shall be subject to finance charges of 1.5 % per month and any attorney's fees, court costs or other costs incurred by shipper to collect the delinquent balance to the amount owed by shipper.

Payments shall be made by ACH Payment to contractor. If shipper is unable to remit payments on ACH, shipper will be required to have on deposit with contractor a deposit equal to 1/12 of the previous year's activity or no less than \$5000.00, whichever is greater.

## **IV.**

If shipper's shipment is damaged or destroyed while in contractor's control, contractor agrees to pay shipper's claim within sixty days of receipt. Shipper must present such claim within ninety days of evidence of loss, or delivery of goods to shipper, whichever occurs first. Contractor is not liable for concealed damage to goods, which may have been caused by inadequate packing by shipper's agent. Contractor's limit of liability under this agreement is \$.60 per pound per item. Southwest Port will not accept inconvenience claims, hardship claims or waiting time fees.

**V.**

Contractor shall conduct all operations hereunder in contractor's name and not in the name of the shipper. Exception shall be made when contractor tenders shipments to ocean carriers at shipper's request. In this event, contractor shall tender goods to the ocean carrier under shipper's name. Contractor is not an NVOCC, and merely acts as shipper's agent with respect to tendering goods to ocean carriers.

Exemption shall also be made if the shipper arranges transportation directly with another provider. In this case shipper is fully responsible for those services.

**VI.**

Contractor in its operations hereunder shall comply fully with all laws, rules, orders, and regulations of all government agencies. Contractor agrees to carry trucker's liability insurance in the amount of \$1,000,000, and cargo insurance in the amount of \$50,000. Contractor further certifies that it carries workman's compensation coverage and employer's liability insurance as required by those states in which contractor conducts operations.

**VII.**

Contractor shall indemnify and hold harmless, shipper from and against any loss, claims and liability which shipper may sustain, suffer, or incur resulting from or arising out of any act of negligence by contractor, contractor's employees, or agents during the term of this agreement.

**VIII.**

New or additional schedules may be attached to this agreement at any time during the term of the agreement by mutual written consent of shipper and contractor.

**IX.**

This agreement shall be and remain in force for a period beginning on the date stated above and from month to month thereafter, provided that either party may terminate this agreement at any time by giving thirty days' written notice to the other.

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**Shipper** **Title** **Date**

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**Contractor** **Title** **Date**

**SCHEDULE ONE: PORT RATES**

**MILITARY DP3 HOUSEHOLD GOODS**

(Only applies to cargo moving under the ISA Rates, Med Services rates, or to/from Hawaii and Guam)

HONO, GUAM, FAR EAST Stuffing / Un-Stuffing .....	\$0.38/cft*
EUROPE, THE MED Stuffing / Un-Stuffing .....	<b>\$0.42/cft*</b>
ALL COUNTRIES Peak Season Surcharge May 15 – September 30 (IMPORTS ONLY) .....	<b>\$0.05/cft</b>
Port Handling (Waived if Southwest hauls shipment) .....	\$0.60/ncwt*

\*Port Handling charges will apply to all shipments, regardless of stuffing/unstuffing facility where Southwest Port Services is the port agent.

\*Customer is responsible for any demurrage charges that are not the fault of Southwest Port due to unavailability of appointments, lack of chassis, failure of 3<sup>rd</sup> party customs clearance, payable port congestion fees, steamship IT systems outage, etc.

**MILITARY UNACCOMPANIED BAGGAGE**

(Code 7, 8, Air Freight – 300lbs minimum)

Consolidation / Deconsolidation Fee .....	\$0.38/cft
Code 7/8 Port handling .....	\$7.00/gcwt

**COMMERCIAL, OTO, GSA, ETC. HOUSEHOLD GOODS**

(For cargo not specified under 'Military DP3 Household Goods')

Consolidation / Deconsolidation Fee.....	40-45' container .....	\$425.00
	20' container .....	\$375.00
Drayage Fee.....		\$370.00*
Port Handling (waived if Southwest hauls shipment) .....		\$1.00/ncwt
Offsite Chassis Pull Fee.....		\$75.00
Offsite Chassis Delivery Fee .....		\$75.00

**POV, BOATS, TRAILERS**

Loading/Unloading.....		\$425.00
Drayage Fee.....		\$370.00*
Blocking & Bracing .....		\$300.00
Offsite Chassis Pull Fee.....		\$75.00
Offsite Chassis Delivery Fee .....		\$75.00
Port Handling .....		\$50.00
POV Storage (per day after 7 calendar days) .....		\$40.00

**Hazmat POVs (Electric, Hybrid, Etc.)**

Hazmat Drayage Fee.....	\$200.00
Hazmat Documentation & Certification.....	\$150.00

- \*Above rates include 1 hour waiting time at port. Extra waiting time will be billed at \$60.00 per hour.
- \*Chassis rental fees will apply at \$75.00 per calendar day for the first 10 days with a \$200.00 minimum fee.
- \*After 10 days rental fees increase to \$100.00 per day.
- \*All commercial Household Goods shipments are billed at 1000lbs minimum.

**MISC**

Shipments picking up from CFS Stations .....	\$100.00
Shipments delivering to CFS Stations .....	\$100.00
Pick Up/Delivery from/to 2 <sup>nd</sup> Party Warehouse from/to 2 <sup>nd</sup> Party Warehouse .....	\$100.00
Pasha warehouse delivery/pick up (if consigned).....	\$75.00
Transloading/Cross Dock Fee (per crate).....	\$50.00
Storage Charges.....	\$5.00 per crate per day after 11 days \$10.00 per crate per day after 20 days

- Container Flip Charge when assessed by the railroad shall be at cost. Currently flip charges range from \$50.00 to \$200.00
- Containers to and from the ports of Los Angeles and Long Beach are subject to a Pier Pass Fee of \$34.21 for 20' containers and \$68.42 for all other containers. Pier Pass Fees are subject to change without notice. Pier Pass charges are not assessed on domestic traffic (Hawaii/Guam) or land bridge traffic (Europe).
- An administrative fee of 5% (\$50.00 minimum) will be assessed on all port, steamship line and CFS fees that are paid by Southwest Port.

Special services as requested by customer will be quoted per job. Any and all charges for warfage, demurrage, per diem or storage that is not the fault of the port agent will be billed to the customer. Customs Broker fees, Pier Pass, etc., are the responsibility of the customer.

**SCHEDULE TWO:**  
**SINGLE FACTOR LINEHAUL RATES FOR MILITARY HOUSEHOLD GOODS**

**EASTBOUND AND WESTBOUND**

	<b><u>Eastbound</u></b>	<b><u>Westbound</u></b>
<b>COLORADO</b>	<b>\$36.00/ncwt</b>	<b>\$19.50/ncwt</b>
<b>OKLAHOMA*</b>	<b>\$33.00/ncwt</b>	<b>\$24.50/ncwt</b>
<b>TEXAS – NORTH</b>	<b>\$31.00/ncwt</b>	<b>\$24.00/ncwt</b>
<b>TEXAS – SOUTH**</b>	<b>\$32.00/ncwt</b>	<b>\$24.00/ncwt</b>
<b>UTAH</b>	<b>\$20.00/ncwt</b>	<b>\$15.00/ncwt</b>
<b>*MUSKOGEE / ENID / BROKEN ARROW, OK</b>	<b>\$41.17/ncwt</b>	<b>\$29.39/ncwt</b>
<b>**EL PASO TX</b>	<b>\$19.99/ncwt</b>	<b>\$15.50/ncwt</b>
<b>**HOUSTON / BEAUMONT / CORPUS CHRISTI / DEL RIO / SAN BENITO, TX</b>	<b>\$41.75/ncwt</b>	<b>\$25.00/ncwt</b>

- Rates do not include stuffing/unstuffing fees or fuel surcharge
- Minimum 500lbs for military shipments, 1000lbs minimum for commercial shipments
- Single factor rates are calculated per 100lbs on the net weight with a 5.5lbs/cft density
- Waiting fee may apply with 2hrs free at agent, \$80.00 per hour thereafter
- Overnite fees may apply at \$300.00 if through no fault of Southwest Port
- Non-Standard crates will require measurements and may need an individual quote
- Each piece must be properly labeled. Any shortage, misrouting, delay, or inconvenience claims found to be caused by inadequate labeling will be declined
- All shipments will be released at a maximum liability of \$0.60 per pound per article for lost or damaged goods
- Claims cannot be deducted from payments. Please send your claim documents to [cnance@swport.us](mailto:cnance@swport.us) for review. We will issue a credit memo or pay invoices directly once claim is agreed upon
- Southwest Port will not accept inconvenience or hardship claims
- By tendering goods at contractor's rates shipper agrees to all terms contained in this agreement

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**SCHEDULE THREE: MILEAGE LINEHAUL RATES**

Miles	Eastbound	Westbound	Miles	Eastbound	Westbound
1-30	\$3.82	\$3.82	521-540	\$19.76	\$15.78
31-70	\$5.21	\$5.21	541-560	\$20.10	\$15.86
71-90	\$5.89	\$5.89	561-580	\$20.66	\$15.91
91-120	\$6.95	\$6.95	581-600	\$21.22	\$16.44
121-165	\$8.02	\$8.02	601-620	\$21.46	\$16.56
165-175	\$8.36	\$8.36	621-640	\$21.95	\$16.90
176-180	\$9.10	\$9.10	641-660	\$22.27	\$17.20
181-190	\$9.24	\$9.24	661-680	\$23.48	\$18.29
191-200	\$9.90	\$9.30	681-700	\$25.12	\$20.68
201-210	\$10.12	\$9.36	701-720	\$26.18	\$21.01
211-220	\$10.26	\$9.50	721-740	\$27.08	\$22.18
221-230	\$11.12	\$10.55	741-760	\$27.74	\$21.86
231-240	\$11.44	\$10.61	761-780	\$29.00	\$22.00
241-260	\$12.24	\$10.87	781-800	\$29.20	\$22.35
261-280	\$12.65	\$11.06	801-826	\$30.49	\$22.74
281-300	\$13.82	\$11.78	827-850	\$31.64	\$23.70
301-320	\$14.62	\$12.47	851-875	\$32.48	\$24.19
321-340	\$14.87	\$12.72	876-900	\$33.24	\$24.74
341-360	\$15.19	\$13.03	901-925	\$33.70	\$25.09
361-380	\$16.07	\$13.16	926-950	\$33.84	\$25.15
381-400	\$16.26	\$13.33	951-975	\$34.08	\$25.35
401-420	\$16.81	\$13.78	976-1000	\$35.46	\$28.76
421-440	\$17.41	\$14.24	1000-1025	\$36.67	\$27.85
441-460	\$17.89	\$14.63			
461-480	\$18.64	\$15.24			
481-500	\$18.73	\$15.38			
501-520	\$19.28	\$15.70			

- Rates do not include stuffing/unstuffing fees or fuel surcharge
- Minimum 500lbs for military shipments, 1000lbs minimum for commercial shipments
- Rates are calculated per 100lbs on the net weight with a 5.5 lb cft minimum density on imports and 5.0 lb cft on exports
- Waiting fee may apply with 2hrs free at agent, \$70.00 per hour thereafter
- Overnite fees may apply at \$300.00 if through no fault of Southwest Port
- Non-Standard crates will require measurements and may need an individual quote
- Each piece must be properly labeled. Any shortage, misrouting, delay, or inconvenience claims found to be caused by inadequate labeling will be declined
- All shipments will be released at a maximum liability of \$0.60 per pound per article for lost or damaged goods
- Claims cannot be deducted from payments. Please send your claim documents to [cnance@swport.us](mailto:cnance@swport.us) for review. We will issue a credit memo or pay invoices directly once claim is agreed upon
- Southwest Port will not accept inconvenience or hardship claims
- By tendering goods at contractor's rates shipper agrees to all terms contained in this agreement

## FUEL SURCHARGE SCHEDULE

In order to account for widely variable fuel prices we have adopted a fuel surcharge schedule is based upon the weekly California diesel fuel prices as published by the U.S. Department of Energy. On Tuesday of each week, our surcharge is adjusted upon the previous weeks reported fuel prices. Fuel surcharges are determined by the pickup date of the shipment.

<u>Price/gallon</u>	<u>Surcharge</u>
\$6.90 - \$6.99	45%
\$6.80 - \$6.89	44%
\$6.70 - \$6.79	43%
\$6.60 - \$6.69	42%
\$6.50 - \$6.59	41%
\$6.40 - \$6.49	40%
\$6.30 - \$6.39	39%
\$6.20 - \$6.29	38%
\$6.10 - \$6.19	37%
\$6.00 - \$6.09	36%
\$5.90 - \$5.99	35%
\$5.80 - \$5.89	34%
\$5.70 - \$5.79	33%
\$5.60 - \$5.69	32%
\$5.50 - \$5.59	31%
\$5.40 - \$5.49	30%
\$5.30 - \$5.39	29%
\$5.20 - \$5.29	28%
\$5.10 - \$5.19	27%
\$5.00 - \$5.09	26%
\$4.90 - \$4.99	25%
\$4.80 - \$4.89	24%
\$4.70 - \$4.79	23%
\$4.60 - \$4.69	22%
\$4.50 - \$4.59	21%
\$4.40 - \$4.49	20%
\$4.30 - \$4.39	19%
\$4.20 - \$4.29	18%
\$4.10 - \$4.19	17%
\$4.00 - \$4.09	16%
\$3.90 - \$3.99	15%
\$3.80 - \$3.89	14%
\$3.70 - \$3.79	13%
\$3.60 - \$3.69	12%
\$3.50 - \$3.59	11%
\$3.40 - \$3.49	10%
\$3.30 - \$3.39	9%
\$3.20 - \$3.29	8%
\$3.10 - \$3.19	7%
\$3.00 - \$3.09	6%
\$2.90 - \$2.99	5%
\$2.80 - \$2.89	4%
\$2.70 - \$2.79	3%
\$2.60 - \$2.69	2%
\$2.50 - \$2.59	1%
Under \$2.49	None

As we have always done, fuel surcharges are pegged to the U.S. Department of Energy's weekly report of California diesel prices. This report may be found at <https://www.eia.gov/petroleum/gasdiesel/>.

<b>DISTANCE IN MILES</b>					
<b>MILES FROM LONG BEACH TO.... (CALIFORNIA)</b>					
CITY	MI	CITY	MI	CITY	MI
ANAHEIM	27	IMPERIAL *	220	PALMDALE	82
APPLE VALLEY	107	INDUSTRY	22	PASADENA	27
BAKERSFIELD *	135	IRVINE	32	PICO RIVERA	18
BARSTOW	130	IRWINDALE	29	PLACENTIA	28
BELLFLOWER	15	LA HABRA	35	POMONA	55
BUENA PARK	20	LA MESA	120	POWAY	108
CAMARILLO*	66	LA MIRADA	20	RANCHO CUCAMONGA	55
CARLSBAD	70	LAKE FOREST	42	RANCHO PALOS VERDES	17
CARSON	6	LAKELWOOD	6	REDLANDS	71
CERRITOS	10	LANCASTER	89	RIDGECREST *	168
CHINO	49	LAWNDALE	16	RIVERSIDE	58
CHULA VISTA	117	LEMON GROVE	115	SAN BERNARDINO	68
CLAIRMONT	46	LOMA LINDA	66	SAN CLEMENTE	54
COLTON	63	LOMPOC	161	SAN DIEGO	107
COMMERCE CITY	15	LOS ALAMITOS	11	SAN MARCOS	101
COMPTON	1	LOS ANGELES	23	SANTA ANA	22
CORONA	46	MARINA DEL REY	16	SANTA FE SPRINGS	21
CYPRESS	16	MIRA LOMA	48	SANTA MARIA*	169
DIAMOND BAR	40	MISSION VIEJO	39	SANTEE	107
EL CAJON	125	MONTEBELLO	19	TEMECULA	84
EL CENTRO *	216	MOORPARK	63	TORRANCE	15
EL SEGUNDO	18	NATIONAL CITY	110	TUSTIN	34
EL TORO	37	NEWHALL	51	TWENTYNINE PALMS	142
ESCONDIDO	101	NEWPORT BEACH	37	UPLAND	52
FONTANA	59	NIPOMO *	189	VENTURA	83
FOUNTAIN VALLEY	13	NORCO	29	VERNON	16
FULLERTON	30	NORTHRIDGE	44	VICTORVILLE	106
GARDENA	7	NORWALK	15	VISTA	74
GARDEN GROVE	17	OCEANSIDE	68	WESTMINISTER	15
HAWTHORNE	17	ONTARIO	48	WESTWOOD	33
HESPERIA	91	ORANGE	24	WILMINGTON	5
HOLLYWOOD	34	OXNARD	74	YORBA LINDA	35
HUNTINGTON BEACH	15	PACOIMA	42	YUCCA VALLEY	134
HUNTINGTON PARK	14				

\*please contact our dispatch department at [dmartinez@swport.us](mailto:dmartinez@swport.us) or [gmartinez@swport.us](mailto:gmartinez@swport.us) for load availability

**MILES FROM LONG BEACH TO..... (OTHER STATES)\***

<b><u>ARIZONA</u></b>		<b><u>NEW MEXICO</u></b>		<b><u>NEVADA</u></b>	
HUACHUCA CITY	552	ALBUQUERQUE	796	LAS VEGAS	283
MESA	390	ALAMOGORDO	834		
PHOENIX	375	CLOVIS	1012		
SIERRA VISTA	562	LAS CRUCES	738		
TEMPE	379				
TUCSON	489				
YUMA	274				

**\*Please contact us for availability to any other cities**