



PORT OF HOUSTON AUTHORITY

P.O. BOX 2562
Houston, Texas 77252-2562

111 East Loop North
Houston, Texas 77029

Phone (713) 670-2539
Fax (713) 670-2449

APPLICATION FOR CREDIT

Company Name

DBA (if applicable)

Taxpayer Identification Number

Street Address

City, State, Zip

()

Phone Number

()

Fax Number

TYPE OF BUSINESS:

PHA's terminals

Shipping Line

Ship Agency

Stevedore

Freight Forwarder

Custom House Broker

Turning Basin Terminal

Barbours Cut Container Terminal

Bayport Container Terminal

For the purpose of securing credit from the Port of Houston Authority, the undersigned hereby submits the following information, with the understanding that all information submitted will be treated as confidential.

Number of Years in Business _____

CHECK ONE OF THE FOLLOWING:

Corporation

Date Established _____ State _____ Charter Number _____

Partnership

Individual

Other

If Other, explain _____

List other current or previous business affiliations of officers or owners

Company Name		Position Held		
Address	City	State	Zip	
Company Name		Position Held		
Address	City	State	Zip	
Company Name		Position Held		
Address	City	State	Zip	

Principal location of business

Address	City	State	Zip	
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How long at this location? _____

List other locations of this business

Address	City	State	Zip	
Address	City	State	Zip	
Address	City	State	Zip	

List officers, partners, owner and contact person

Name		Title		
Business Address	City	State	Zip	Phone
Name		Title		
Business Address	City	State	Zip	Phone
Name		Title		
Business Address	City	State	Zip	Phone

Financial Information:

Dun & Bradstreet Number _____

_____ Financial Statement Attached (Include Accountant's Report)

_____ Financial information is not submitted for the following reasons:

_____ Name of Bank _____ Account Number

_____ Address _____ City _____ State _____ Zip _____ Phone _____

Address for mailing invoices and monthly statements _____ Location from which remittance will be mailed

Name, title, email address and telephone of individual responsible for submitting payments

Name, title, email address and telephone of individual responsible for submitting statements of cargo and manifests

Accounts Payable Cycle _____
Weekly Bi-weekly Monthly Bi-Monthly Other

Disbursement Bank Account Number (s) _____

If more than one disbursement account is used, please list and specify what account pays.

Credit Information

Has company ever filed for bankruptcy? If yes, complete the following:

Date		Type	
Location			

List creditors for reference purpose including all U.S. Ports, present and past and sign consent form (page 6) for authorization to release credit information. If this is a new business with no established credit in the company name, please list the name of individual assuming financial responsibility and sign the person financial responsibility form and authorization to release credit information (page7)

Company Name		Email address	
Address	City	State	Zip
()		()	
Phone Number		Fax Number	
Company Name		Email address	
Address	City	State	Zip
()		()	
Phone Number		Fax Number	
Company Name		Email address	
Address	City	State	Zip
()		()	
Phone Number		Fax Number	

As a part of this application, as an inducement to your consideration thereof, and the furnishing of services, equipment, rentals or other kinds of value on credit, and as a stipulation accepted and agreed to by the undersigned effective with your notice that an account with you has been opened in the name of the undersigned; the undersigned agrees to pay promptly upon presentation of bill thereof, for any and all services performed for the benefit of the undersigned (by the officers, agents, servants or employees of the undersigned) as principal agent or otherwise and that all provisions, rules, regulations, classification rates, and charges appearing in any then effective tariffs (and subsequent tariffs of which the undersigned has been given notice) of the Port of Houston Authority shall be observed, performed and satisfied as in such tariff provided.

Furthermore, the undersigned agrees to pay 12% per annum, calculated daily for each day over thirty days until paid; interest charges of 18% per annum, calculated daily, are imposed for each day over sixty days until paid. The PHA may post on its website www.portofhouston.com late payment positions for unpaid amounts outstanding for more than ninety days. If an amount over \$20,000 is outstanding for more than one hundred twenty days, the PHA may also require cash payment in advance of service. Additional consequences are also imposed by the tariff should payment continue to be delayed, and that the undersigned shall be liable for all reasonable collection fees (including attorney fees) required in the collection of any past due account granted pursuant to this credit application. Written notice of any invoice in dispute must be submitted to the Port of Houston Authority Credit Department at P.O. Box 2562, Houston, TX 77252-2562.

Name of individual, partnership or corporation	Signature
Date	Title



**PORT OF HOUSTON AUTHORITY
CONSENT FORM**

I hereby authorize the release of credit information to the Port of Houston Authority pending credit approval

Signature

Date

**PORT OF HOUSTON
TARIFF NO. 8
SECTION TWO: Second Revised Page No. 14**

**GENERAL RULES AND REGULATIONS
SUBRULE NO. 038 LIABILITY AND ARRANGEMENTS FOR PAYMENT OF CHARGES**

(a) General Provisions

1. The use of the waterways and facilities under jurisdiction of the Port Authority shall constitute a consent to the terms and conditions of this tariff, and shall evidence (i) an acknowledgement and warranty to the Port Authority of all Vessels, their owners and agents, and other Users of such waterways and facilities that such User(s) is or are liable and responsible for the payment of all charges specified herein, and (ii) an agreement to pay all such charges.
2. No user will be permitted to move cargo to or from ship's tackle or otherwise load or discharge cargo to or from a vessel until the permission of the Port Authority has been obtained, and arrangements for payment made as provided herein.
3. Unless credit arrangements are made with the Port Authority as provided herein, amounts due to the Port Authority are payable in cash by advance deposit of an amount sufficient to satisfy anticipated charges; if additional charges are incurred, bills are due upon presentation by the Port Authority to the User(s).
4. Carrier liens on cargo for unpaid charges for storage and for all other terminal charges, established pursuant to 49U.S.C. 80109, or otherwise established by contract or by law, shall inure to the benefit of the Port Authority on cargo in the Port Authority's possession, and the carrier shall be deemed to have assigned such liens to the Port Authority with respect to cargo for which services performed pursuant to this tariff have been billed by the Port Authority, and wherein interest is assessed against the bill or invoice for such services.
5. In no case will the Port Authority invoice, or otherwise assume responsibility, for collection of charges assessed by a transportation agency or steamship company.
6. Steamship lines terminating a service to the Port Authority must make arrangements to satisfy all accrued charges for the line's account, including estimated charges for the last vessel call, prior to arrival of the last vessel.

(b) Deferred Payment

- (1) In its discretion, and at its sole option, and subject to termination at its election, the Port Authority may at any time defer payment by any User pursuant to the provisions of this tariff, as amended or reissued, provided such User establishes and maintains its financial responsibility on terms acceptable to the Port Authority. Such terms may include the posting and maintaining of a surety bond with a corporate surety acceptable to the Port Authority in an amount not less than 125% of the maximum liability for (i) a single transaction, if the User uses the waterways or facilities for a single transaction, or (ii) more than a single transaction but less than a one year period, if the User shows that he will use the waterways or facilities for that duration; or (iii) each year that the User will utilize the waterways or facilities. The form and content of such bond must be acceptable to the Port Authority.
- (2) Any amounts outstanding or invoices remaining unpaid 30 days past date of same is subject to an interest charge of 12% per annum, calculated daily, for each day over 30 days until paid, or until such amounts are unpaid 60 days past date of invoice, whereupon they shall be subject to an interest charge of 18% per annum, calculated daily, until paid.
- (3) With respect to any User that has an amount outstanding or unpaid invoices outstanding for more than 90 days past date of presentation or invoice, the Port Authority may post that User's deferred payment position on its website. Such postings shall be made monthly. The posting shall be deleted at the Port Authority's next scheduled website posting, provided that User's balances 90 days past due have been paid by the end of the month in which the delinquent amount is currently posted.
- (4) With respect to any User that has an amount in excess of \$20,000 outstanding for more than 120 days past date of presentation or invoice, the Port Authority may, in addition to the website posting referred to above, deny deferred payment for any future services unless and until cash is received by the Port Authority in advance of any use, scheduling, or ordering of Port Authority waterways, facilities, services, or labor, provided that deferred payment may be reinstated if the User has had no outstanding balance 60 or more days past due for a period of at least 60 days, such period to commence upon the first of the month in which there was no outstanding balance.
- (5) With respect to any User that has an amount in excess of \$20,000 outstanding for more than 150 days past date of presentation or invoice, the Port Authority may, in addition to the website posting and the denial of deferred payment for any future services referred to above, deny the use of its waterways and facilities to said User, provided that said use may be reinstated upon payment of all 60 days or more past due balances and deferred payment may be reinstated if the User has had no outstanding balance 60 days or more past due for a period of at least 60 days, such period to commence upon the first of the month in which there was no outstanding balance.
- (6) With respect to any User wherein deferred payment has been denied as provided above in subparagraph (4) twice during the period of said User's contract, license, or agreement with the Port Authority, or twice in any calendar year, the Port Authority may terminate or fail to renew said contract, license, or agreement.
- (7) Interest charges and other consequences set forth above in subparagraphs (1) through (6) may be waived by the Port Authority if there is a good faith dispute as to the amount outstanding, the User has attempted to resolve the dispute in a timely fashion, all amounts not in dispute have been promptly paid, or in other cases in which the User shows error on the part of the Port Authority as to amounts said to be overdue. When the Port Authority is required to bring suit against a User to collect its charges for services or other facilities it has furnished, it shall be entitled, in addition to any other relief granted by the court, to judgment for reasonable attorneys' fees and litigation costs, unless the User shows that there is a good faith dispute regarding the sums in question, and the customer has timely paid all sums due and owing the Port Authority which are not contested in good faith.