AMERICAN RIVER TRANSPORTATION CO., LLC d/b/a ARTCO STEVEDORING

PUBLISHED SHIP MOORING AND ASSOCIATED FEES AND RULES

Applicable at:

ARTCO STEVEDORING’S BERTHS LOCATED AT LMR MILE 121 and 110

EFFECTIVE: SEPTEMBER 1, 2015

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SECTION I
GENERAL RULES AND REGULATIONS

A. NOTICE TO PUBLIC

This document constitutes due notice to the public, to shippers, and to all individuals, including vessel owners and/or operators and/or charterers and/or personnel and/or crewmembers and/or agents and/or managers and/or private carriers or business entities, including all barges, trucks, railroad cars, vessels, watercraft or other means of conveyance and/or equipment used by said individuals or business entities, which utilize the facilities and/or services of any of the American River Transportation Co., LLC * (hereinafter “ARTCO STEVEDORING”) facilities or berths (hereinafter collectively “Users”) that the rates, charges, rules and regulations apply to all general traffic without specific notice, quotation to or arrangement with Users (excepting as otherwise specified herein).

B. NON-LIABILITY OF ARTCO STEVEDORING

ARTCO STEVEDORING shall not be liable for any loss of or damage to cargo or to the barges, ships, vessels or other watercraft berthed or in the process of being berthed at or adjacent to the facility or berth docks/wharf or to any watercraft or transfer rig, whether caused by frost; heat; flood; rain; the elements and/or any other weather-related condition (including tropical storms, hurricanes and like occurrences); evaporation; natural shrinkage; wastage or decay; insects; birds; rodents and/or other animals; floats, logs and/or pilings; acts of God; strikes; shortage of labor; work stoppages; riots; civil commotion; insurrection; war; acts or failures to act of any governmental entity; acts of terrorism; any consequences arising therefrom; concealed damage, leakage, variation in weights or losses in weight whether occurring while cargo is in storage or is being handled, or for failure to detect or remedy same; and/or any causes beyond the control of the facility; and said causes do not interrupt the storage charges or other charges and do not create any liability for failure of discharge of cars, or unloading or loading or any other service that the facility or berth has undertaken to furnish. In all other matters, ARTCO STEVEDORING shall not be responsible for anything beyond its control, however or whenever arising.

C. DELAY DAMAGES

ARTCO STEVEDORING will use its best efforts to receive, load, unload, handle or deliver cargo, but does not undertake to do so within any particular time period except to the extent required by applicable statutes, rules and regulations, unless otherwise guaranteed in contracts. In furnishing any services or performing any acts hereunder, ARTCO STEVEDORING shall not be liable for any freight, despatch, demurrage or other damages for delays to a vessel including standby time or loss of despatch time or for any other delay damages incurred by any User, for any cause whatsoever, even if such delay is the fault of ARTCO STEVEDORING or its Management, unless otherwise guaranteed in contracts.

D. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

All Users of ARTCO STEVEDORING’s facilities and berths, specifically and without limitation, agree to hold harmless and indemnify ARTCO STEVEDORING, its parents, subsidiaries, divisions, affiliates and/or joint ventures, and their respective officers, directors, agents and employees and all persons, firms, or other entities which may manage, own, control or operate the facilities and berths (hereinafter “Management”), from and against any and all disputes, claims, liability (including but not limited to absolute or strict liability), causes of action, damages (including but not limited to punitive damages), or expense (including but not limited to court costs and reasonable attorneys’ fees), in connection with any loss of life, bodily injury, impairment of health and/or damage to or

* ARTCO Stevedoring is a d/b/a of American River Transportation Co., LLC and Archer-Daniels-Midland Company.
loss of property, directly or indirectly arising out of, related to, and/or resulting from the User’s operation at, or use of, the facilities and berths, **even if caused by the sole or concurrent negligence of ARTCO STEVEDORING, the unseaworthiness of any vessel, and/or because of any preexisting deficiency or defect, hidden or otherwise, of the facilities and berths**, unless such loss of life, bodily injury, impairment of health and/or damage to or loss of property is caused by the gross negligence or willful or wanton misconduct of Management. All Users of the facilities or berths, specifically and without limitation, further agree to hold harmless and indemnify ARTCO STEVEDORING from and against all claims or damages of any nature whatsoever, including but not limited to a transportation security incident, terrorist act, or breach of security, whether or not directly or indirectly arising out of, related to, or resulting from, a crewmember’s, stowaway’s, asylum-seeker’s, passenger’s, vessel personnel’s or other individual’s detention onboard the vessel, escape or egress from the vessel, and/or negligent or intentional torts or criminal acts.

E. LAW AND JURISDICTION

Any and all disputes, claims, liability (including absolute and strict liability), causes of action, damages (including punitive damages), or expenses (including legal fees, costs and expenses) directly or indirectly arising out of, related to, and/or resulting from the User’s presence or operation at, or adjacent to, or use of, the facility or berth, which cannot be resolved amicably, shall be subject to the exclusive jurisdiction of the United States District Court for the Eastern District of Louisiana. If that court lacks subject matter jurisdiction, then exclusive jurisdiction shall rest with either the Twenty-Ninth (29th) Judicial Court for the Parish of St. Charles, State of Louisiana (for disputes involving or related to the ARTCO STEVEDORING mile 121 facility) or the Twenty-Fourth (24th) Judicial District Court for the Parish of Jefferson, State of Louisiana (for disputes involving or related to the ARTCO STEVEDORING mile 110 facility). Said disputes and/or causes of action shall be resolved under the General Maritime Law of the United States, in the absence of which Louisiana state law shall apply. In the event that ARTCO STEVEDORING must move to dismiss a lawsuit filed in violation of this provision, the reasonable attorneys’ fees and costs incurred by ARTCO STEVEDORING in so moving shall be paid by the plaintiff(s) to said lawsuit.

F. REMEDIES FOR ENFORCEMENT

ARTCO STEVEDORING shall have all remedies available to it at law, in equity and/or under maritime, federal or state law to enforce the rules and regulations of this document, including but not limited to canceling a vessel’s filing/Application for Berth or ordering a vessel from berth. ARTCO STEVEDORING shall also have all remedies available at law, in equity and/or under maritime, federal or state law to collect charges and liquidated damages including but not limited to a maritime lien against the vessel, its cargo, freight and/or subfreight for such charges or liquidated damages. As set forth in Section I.E., above, in the event of any legal proceedings to enforce any provision of this document, ARTCO STEVEDORING shall be entitled to recover its expenses incurred in such proceedings, including all reasonable attorneys’ fees and costs.

G. APPLICATION OF RATES

The rates, charges, rules, and regulations set forth in this document and any additions, revisions, or supplements thereto, shall apply on cargo and/or vessels received at ARTCO STEVEDORING’S facilities or berths and shall apply to cargo on hand at the effective date of this document. The inclusion of rates, charges or conditions in this document is not to be interpreted as a guarantee that such services can or will be performed but only that such services may be performed at ARTCO STEVEDORING’s discretion, as the facilities are equipped or prepared to perform such services.

H. AMENDMENTS

This Document may be amended from time to time with 30 days written notice.
I. INTERPRETATION

In all situations described in this document in which ARTCO STEVEDORING is empowered to make a determination or act within its discretion, the sole criterion as to the propriety of such actions and determinations shall be whether ARTCO STEVEDORING acted in good faith.

J. CONTRACTOR’S INSURANCE

Outside stevedores, security guards, and other contractors and/or subcontractors shall be required to procure and maintain during the duration of its work at ARTCO STEVEDORING’s facility or berth; minimum insurance as set forth below:

1. Worker’s Compensation (including Longshore and Harbor Workers Compensation Act coverage) as required by state and federal laws, such policy to include voluntary compensation endorsement, Amended to Coverage B-Maritime and Employer’s Liability Coverage (including crew coverage) with $1,000,000.00 limits;
2. Comprehensive general liability (CGL) insurance with the watercraft exclusion deleted, including automobile liability coverage and completed operations coverage with primary limits of $1,000,000.00 per occurrence single limit;
3. Excess following form CGL insurance with the watercraft exclusion deleted, with limits not less than $5,000,000.00 per occurrence in excess of number two (2), as set forth above;
4. Where applicable, stevedore’s legal liability insurance with $1,000,000.00 per occurrence single limit.
5. In the event that a U.S. governmental entity mandates that armed security guards be assigned to a vessel prior to berthing or while it is berthed at any one of the ARTCO STEVEDORING facility or berth facilities, ARTCO STEVEDORING requires that the vessel’s agent provide it with a Certificate of Insurance evidencing CGL coverage with limits of no less than one million dollars ($1,000,000.00) per occurrence for the security firm it has contracted with to provide security services onboard the vessel.

ARTCO STEVEDORING shall be named as an additional assured with a waiver of subrogation in each of the foregoing policies. Each of the foregoing policies shall contain a provision that ARTCO STEVEDORING will receive thirty (30) days’ written notice of material changes or cancellation. A current Certificate of Insurance evidencing the above coverages shall be furnished to ARTCO STEVEDORING prior to the commencement of work at ARTCO STEVEDORING’s facility or berth facilities and will be maintained on file at the ARTCO STEVEDORING office.

K. SECURITY

In accordance with the Maritime Transportation Security Act of 2002, 46 U.S.C. §§ 70101 et seq., and implementing regulations, 33 C.F.R. §§ 101 et seq., effective July 1, 2004, ARTCO STEVEDORING has implemented certain restrictions, policies and procedures relative to security. Personnel requesting access will need to present ID to gain access through the gate.

L. STOWAWAYS, ASYLUM SEEKERS, DETAINEES

Prior to mooring and/or anchoring while at ARTCO STEVEDORING’s facilities, stowaways, asylum seekers and/or detainees on board the vessel must be removed from the vessel into the custody of U.S. immigration officials, pursuant to 8 U.S.C. §§1321, 1323. Vessels with stowaways on board will not be allowed to moor and/or anchor at any of ARTCO STEVEDORING’s facilities. If berthed, at ARTCO STEVEDORING’s discretion, such vessel may be ordered to vacate.
SECTION II
VESSELS AND FILING

A. SAFE ACCESS

All vessels are to furnish at all times while in berth, safe access onboard in accordance with United States Department of Labor and/or United States Coast Guard and/or Federal Cargo Inspection Service standards ("safe access"). Any delay (including Federal Cargo Inspection Service final inspection delays) resulting by failing to furnish safe access aboard, the vessel will be charged $7,500.00 per hour or fraction thereof until approved safe access is provided.

B. COMMON CARRIERS

Common carriers by water (usually referred to as liners), as defined by the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act, will not be accepted for loading or discharge at any of ARTCO STEVEDORING's facility or berth facilities. According to Section 3(6) of the Shipping Act, a common carrier is "a person holding itself out to the general public to provide transportation by water of passengers or cargo between the United States and a foreign country . . ., except that the term does not include a common carrier engaged in ocean transportation by . . . ocean tramp . . .".

C. FILING APPLICATION FOR BERTH

Users intending to load or discharge at any of the ARTCO STEVEDORING facilities shall file an Application for Berth at ARTCO STEVEDORING located at 8400 River Road, Waggaman, Louisiana 70094, between the hours of 8:00 a.m. and 4:00 p.m. on Monday thru Friday, all exclusive of any holiday defined herein.

The signed Application for Berth, when received by the facility or berth with delivery of other documents set out in this paragraph II. C, and/or the use of the facilities and services and/or the mooring and/or anchoring of the vessel, shall constitute a contract between ARTCO STEVEDORING and the vessel and the User to abide by the rules and regulations of and to be jointly and severally liable for the charges of whatsoever kind or nature in this document and for any liabilities arising therefrom. All charges incurred by the vessel and Users, as set forth in this document, shall be the responsibility of and payable by the representative of the vessel and/or User that files the Application for Berth. Moreover, by signing and delivering the Application for Berth, the vessel and Users represent that: (1) they have appropriate insurance to cover damages associated with or resulting from a transportation security incident and/or terrorist act; and (2) the vessel is not a common carrier, as that term is defined by the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act.

By filing an Application for Berth, owners/operators agree to work overtime if required by the facility or berth or to vacate the berth assigned if ordered by the facility or berth.

The following certificates, documents, and deposits must be presented in person to file the Application for Berth for any of the facilities at the Waggaman, Louisiana office of ARTCO STEVEDORING. No facsimile transmissions will be accepted for any documents, certificates, or deposits. The filing will be acknowledged on the later of the expiration of buyer’s written ten-day preadvice, or the first day of shipment specified in the contract. The vessel must be available to berth when the Application for Berth is accepted:

1. Original Application for Berth signed by the Master of the vessel, sealed with the vessel’s seal and signed by an authorized representative of vessel owner.
2. Copy of Stowage Examination Certificate, if applicable, issued by the U.S.D.A., Federal Grain Inspection Service certifying that all cargo compartments are free of insect infestation and objectionable odor, and are clean and dry and fit for the cargo. The Stowage
Examination Certificate must not be dated more than five (5) days prior to the filing and acknowledgement of the Application for Berth.

3. Copy of Certificate of Readiness as to all compartments, issued by a local representative of the National Cargo Bureau, Inc.

4. Copy of the Original Notice of Readiness signed by the Charterer or agent of the Charterers showing when vessel has been accepted.

5. Master’s proposed stowage plan which includes the cargo cubics of the vessel.

6. All tankers and OBO class vessels must show a gas free certificate showing completely free of petroleum odor or any other objectionable odors.

7. If machine or spoon trimming is required, or requested, the facility or berth management must be notified in writing. Hand trimming is not permitted. In addition, if a vessel must trim, the vessel must furnish gear on board to hold the trimming machines. In the event the vessel is gearless, vessel must furnish a floating derrick, at vessel’s expense, to hold the trimming machine.

8. Copy of the vessel’s International Tonnage Certificate or U.S. Customs Form 1301 showing the vessel’s Gross Tonnage.

9. Deposit of funds, suitable to ARTCO STEVEDORING management, covering all estimated charges that are anticipated to be incurred by the vessel.

Except as otherwise provided in these regulations, vessels shall be assigned a berth in the order in which they file with the facility or berth office, a signed Application for Berth, accompanied by the documents listed above. The facility or berth management, in its sole discretion, may alter the turn of the vessels to be loaded when in its judgment, it would be in the best interests of the facility or berth operations.

D. NO LIABILITY FOR FREIGHT

Unless otherwise agreed in writing, filing of an Application for Berth shall constitute a waiver by the vessel of any and all claims against ARTCO STEVEDORING, its parent companies and its subsidiary and affiliated companies for freight or other charges for cargo.

E. REFILING

If a vessel that is filed with the facility or berth is ordered to the berth, but is unable or refuses to accept a loading or unloading berth due to any reason whatsoever, or otherwise fails to comply with this document, the facility or berth management may, at its sole discretion, cancel the original filing. If the filing is cancelled, the vessel must then re-file and will be assigned a rotation in the facility or berth line up based upon the new filing time.

F. CLOSEST AVAILABLE ANCHORAGE

Vessels filing an Application for Berth at any of the ARTCO STEVEDORING facilities or berths will be required to anchor at Ama or Kenner Bend anchorage for the mile 121 berthing and Kenner Bend or New Orleans General Anchorage for the mile 110 berthing, or the closest available anchorage to the facility or berth. In the event a vessel fails to comply with this requirement and another vessel or vessels, although filed later, are anchored at an anchorage closer to the facility than the subject vessel, ARTCO STEVEDORING may, at the discretion of the facility or berth manager, by-pass the vessel failing to comply with this requirement, if in the manager’s judgment, loss of berth time may be avoided thereby. If the vessel is ordered to berth and does not arrive within two (2) hours from the time of such order due to circumstances or conditions within the control or due to the fault of the vessel, its owner/s, operator/s, charterer/s, agent/s or employees, the vessel, its owner/s, operator/s, charterer/s, and/or agent/s shall be jointly and severally liable for a dead berth charge of $7,500.00 for each hour or fraction thereof until the vessel is berthed, regardless of intervening circumstances of any nature. Such charge shall be assessed as liquidated damages.
I. BERTHING PRIOR TO CERTIFICATION

At the sole discretion of the facility or berth manager, a vessel may be allowed to tie up at the berth prior to having received all the required certificates to file with the facility or berth. If a vessel fails to supply such certificates prior to loading or discharge, it must vacate the berth within one (1) hour of being ordered to do so by the facility or berth management. Should such vessel fail or decline to vacate the berth within one (1) hour after arrival of the tugs, linesmen and pilot and no more than four (4) hours after receipt of verbal notice to vacate by facility or berth management, then such vessel shall be subject to liquidated damages at a rate of $7,500.00 for each hour or fraction thereof commencing four (4) hours after receipt of the notice to vacate until vessel vacates berth, regardless of any intervening circumstances of any nature. Any vessel so ordered to vacate the berth will return to berth after the vessel loading or discharging immediately thereafter, if any, completes operations or vacates the berth for other reasons, provided that the circumstances requiring the vessel to vacate are rectified.

SECTION III
VESSEL LOADING AND UNLOADING

A. OFFICERS AND CREW MEMBERS REQUIRED

Upon berthing, the vessel shall immediately and at all times, provide adequate lighting equipment, and appropriate officers and crew on board to ensure that the vessel is properly secured at all times and to permit reception or discharge of cargo at any time of the day or night, including Saturdays, Sundays and holidays.

B. LINE HANDLING

In order to assure an efficient and safe operation of the ARTCO STEVEDORING ship mooring buoys, ARTCO STEVEDORING requires sole usage of our own line handling services. Line handling service should be ordered by the Agents and will be coordinated through ARTCO STEVEDORING operations and logistics.

C. CONTINUOUS READINESS AND FAILURE TO VACATE

Assignment of berth is predicated upon vessel’s continuous readiness to receive or discharge cargo at a full normal rate throughout the entire time in berth. Should a vessel, while in berth, fail to maintain such readiness, the vessel shall vacate the berth when so ordered by facility or berth management. Whenever a vessel is unable or refuses to load or discharge, for any reason whatsoever, the facility or berth management may order the vessel to vacate the berth. The vessel must vacate the berth within four (4) hours of notice to vacate being given to the vessel and or agents. If the vessel fails or refuses to vacate when so ordered, ARTCO STEVEDORING shall be entitled to charge and recover as liquidated damages the sum of $7,500.00 per hour for each hour or fraction thereof commencing four hours after receipt of the notice to vacate until vessel leaves berth regardless of intervening circumstances of any nature.

D. LOADING OR UNLOADING DELAYS

If at any time a vessel stops or delays the facility or berth vessel loading or unloading operations for any reason, whether caused by the vessel or otherwise, except for cases caused by the facility or berth’s inability to load or unload, a dockage charge of $7,500.00 per hour, or fraction thereof, shall be assessed against the vessel, its Owner/s, Operator/s, Charterer/s, and/or Agent/s, as liquidated damages, in addition to any other charges within this document.
E. INABILITY TO RECEIVE OR DISCHARGE CARGO

During the course of loading or unloading operations, should the cargo operation cease or be interrupted due to an objectionable odor emanating from the vessel compartments or any other reason attributable to the condition of the vessel or its suitability to receive or discharge cargo, the Owner/s, Operator/s, Charterer/s, Master, and/or Agent/s shall upon request of the facility management immediately:

1. Acknowledge receipt or discharge of the cargo received on board by signing an original official ship receipt.

2. Remove the vessel from the berth at the owners’ expense.

F. VACATING BERTH UPON COMPLETION OF CARGO OPERATIONS

Vessel shall vacate the berth within three (3) hours of completion of cargo operations. If the vessel refuses or fails to vacate the berth within three (3) hours after cargo operations are complete; ARTCO STEVEDORING shall be entitled to charge and recover as liquidated damages, the sum of $7,500.00 per hour for each hour or fraction thereof, regardless of any intervening circumstances of any nature, until the vessel sails from berth. If the vessel does not timely vacate the facility or berth, the vessel, its Owner/s, Operator/s, Charterer/s, and Agent/s shall be jointly and severally liable for all costs and expenses (including attorneys’ fees) incurred in moving the vessel, in addition to the liquidated damages described above. Any such movement of the vessel shall be at the risk of the vessel, its Owner/s, Operator/s, Charterer/s, and Agent/s.

G. SEAWORTHY TRIM

The Users of ARTCO STEVEDORING’s facility or berth must insure that a vessel accepted for berth must insure that the vessel will be loaded or discharged so that she remains in safe seaworthy trim throughout the operation to permit shifting out of berth, should it become necessary due to any reason whatsoever.

H. SPECIAL WEATHER CONDITIONS

If in the opinion of the facility or berth management, the weather or other river conditions so warrant, any vessel in berth may be ordered at any time of the day or night, to vacate said berth and anchor in the approved anchorage area until such time as weather conditions permit the vessel to return to berth. Appropriate officers and crew shall be maintained aboard for this purpose.

ARTCO STEVEDORING reserves the right to order any vessel out of the buoy systems when, in our sole discretion, conditions (including, but not limited to hurricanes, tropical storms, and unsafe moorings) could potentially result in damages to the buoys or nearby fleets. The vessel must leave when ordered. All costs to leave the buoys and return will be to the account of the vessel. Any delays in departure will result in the assessment of additional charges.

I. ALTER TURN

ARTCO STEVEDORING, in its sole discretion, may alter the turn of vessels to be loaded or discharged when, in its judgment, such actions are justified to avoid overall delays or to permit the best possible service of all Users, or for other reasons considered sufficient in its judgment.

J. SHIFTING COSTS

Shifting costs for coming in and out of berth or shifting while in berth, shall always be at the expense of the vessel and/or its owners/operators.
K. BAGGING, STRAPPING & BUNDLING

When bagging, strapping, or bundling is necessary, a vessel may, at the discretion of the facility or berth management, be ordered to vacate the berth at the expense of the vessel and/or its owners/operators.

L. BLOWING TUBES

Vessels shall not “blow out their tubes” in the vicinity of the facility or berth dock. A fine in accordance with the provisions of local ordinances shall be levied against any vessel and its owners/operators violating this rule. In addition to the above fine, the vessel and its owners/operators agree to hold harmless, indemnify, and reimburse ARTCO STEVEDORING for and against any claim, suit, or loss ARTCO STEVEDORING may suffer as the result of such violation.

M. DISCHARGING BALLAST

Should a vessel loading or discharging cargo at any ARTCO STEVEDORING facility or berth find it necessary to discharge ballast, fuel or fresh water, such discharging MUST be planned sufficiently in advance so that loading and completion will not be delayed, and must be in accordance with U.S. Coast Guard ballast water regulations. If any such cargo delays resulting from discharge of ballast occur, $7,500.00 for each hour of delay, or fraction thereof, shall be assessed against the vessel and/or its owners/operators, as liquidated damages, in addition to any other charges within this document.

N. CONTINUOUS NATURE OF CHARGES

At any time that a $7,500.00 per hour dockage charge is assessed for the reasons mentioned in this document, that charge shall be assessed continuously until the vessel vacates the berth, regardless of intervening circumstances. Said dockage charge represents liquidated damages and is a reasonable estimate of what the actual damages are, and is not in any way to be construed as a penalty.

O. TUG ASSISTANCE

All tug service to be used by vessels entering (docking), leaving (undocking), shifting while in berth (warping) or while lying at the berth shall be provided by and must be arranged through ARTCO STEVEDORING’s designated tug assist provider company. Vessel agents will be responsible for ordering tug service from the designated tug assist provider company through the agent.

Every vessel upon entering the berth (docking), leaving the berth (undocking), shifting while in berth (warping), or lying at the berth, shall be required to make use of a sufficient number of tugs at the vessel’s risk and expense. The number of tugs used shall be at the discretion of the vessel and/or pilot.

Rates for tug service assigned by ARTCO STEVEDORING shall be those listed in Section IV.C below. All vessels are required to deposit in advance funds with ARTCO STEVEDORING to cover the potential use of three tugs for entering the berth and leaving the berth as well as funds to cover any additional anticipated tug usage. ARTCO STEVEDORING shall require a deposit of funds to cover additional anticipated tug usage from time to time as conditions warrant. Funds must be deposited upon or prior to filing of an Application for Berth and ARTCO STEVEDORING will return any amount of the deposit in excess of actual usage by the vessel.

In order to assure an efficient and safe operation of the ARTCO STEVEDORING ship mooring buoys, Crescent Towing and Salvage Co., Inc. is the provider of tugs that will be used to assist
ships into and out of the ship mooring berths, holding ships in the berth, and shifting ships at the berths. The Agents should order tugs directly from Crescent Towing.

P. REPAIRS IN BERTH

There shall be no work or repairs of any nature to a vessel in berth when such work or repair involves welding, burning, scraping, or any “hot work,” nor any work or repairs where there is a possibility of flame or sparks unless prior express written approval is obtained from ARTCO STEVEDORING.

Q. BUNKERS AND WATER

Vessels may be allowed to take on bunkers and water while in berth, with prior written approval of ARTCO STEVEDORING. Permission for bunkering or water will be considered on a case-by-case basis and is at the sole discretion of ARTCO STEVEDORING.

Notice of any request to take on fuel and water must be provided to ARTCO STEVEDORING in writing prior to vessel arrival. Vessel must coordinate with ARTCO STEVEDORING operations and receive approval to ensure that cargo operations are not impeded. In the event that the vessel causes a delay in cargo operations, charges described in Section III will apply.

R. ABUSIVE USE OF EQUIPMENT

Abusive use of facility or berth owned equipment, including but not limited to cargo operations equipment, lines and winches, will not be tolerated. A fine commensurate with the extent and nature of the damage will be levied against the vessel and its owners/operators for such abusive use of equipment.

S. LAUNCH BOAT SERVICE

ARTCO STEVEDORING will provide a Launch Boat Service for vessel personnel, agents, cargo surveyors, and others that have official business related directly to the cargo operations of the ships moored at all the ARTCO STEVEDORING ship mooring buoys.

T. ADVANCE PAYMENT OF CHARGES

All charges must be paid in advance. Email notice of estimated charges will be sent to ship’s agent in advance and payment must be received prior to mooring in the buoys can commence.

The liability and responsibility for payment of these charges are with the agent, on behalf of their owners and/or charters, using the ARTCO STEVEDORING mooring buoy systems for berthing and securing their vessel for loading/unloading operations.

U. MOORING OF A VESSEL

The mooring and anchoring of the vessel shall be the sole responsibility of the vessel and its Master. Nevertheless, if, in the opinion of ARTCO STEVEDORING or its fleet operators, the vessel is not deemed to be moored in a position to begin cargo operations, ARTCO STEVEDORING reserves the right to request the vessel to re-moor and/or re-anchor inside of the buoy system. All costs and expenses related to the re-mooring and/or re-anchoring of the vessel shall be for the account of the vessel.
V. DISCLAIMERS AND OTHER LIMITATIONS

It is understood and agreed by the vessel, its owners, operators, managers, charterers, agents, master and crew that AMERICAN RIVER TRANSPORTATION CO., LLC, along with their owners, operators, managers, subcontractors, crews, and vendors (Collectively called “ARTCO STEVEDORING,"') is not a guarantor of the safety of the vessel, and that ARTCO STEVEDORING has no duty to direct, control, or instruct the vessel in its navigation and mooring to provide assist tugs or recommend the number of assist tugs, to supply or advise the number and/or placement of mooring lines the vessel should employ, to recommend use of pilots, or to advise of open and obvious conditions, including, but not limited to, high water, strong current or adverse weather, and their effect on the vessel. Any charges the vessel incurs while in the ARTCO STEVEDORING mooring locations are the responsibility of the vessel and must be paid prior to vessel departure. Any payment delays can result in the assessment of charges detailed in Section IV.H.

Entry by the vessel into the buoy system constitutes full acceptance of all conditions herein. ARTCO STEVEDORING reserves the right to deny use of the facilities and buoy systems at its discretion. ARTCO STEVEDORING will not serve ocean common carriers or their vessels. Services not specifically covered by this correspondence shall be considered on an as needed basis, when requested in advance of mooring the ship.

ARTCO STEVEDORING will undertake to furnish all services specified in the agreement with reasonable promptness to the extent that it has facilities available and in good working order; however, ARTCO STEVEDORING is not obligated to furnish services, nor is it liable for failure to do so, for any cause.

W. HIGH WATER OPERATIONS

Normal and seasonal high-water and increased currents are probable along the Lower Mississippi River. Some vessels have determined in the past that they required additional tug support during certain conditions. By berthing in any of the ARTCO STEVEDORING mooring locations, the vessel owner, charterer, operator, or other affiliated group, acknowledge that they are aware of the open and obvious condition of high water.

Below are some additional key points to berthing at ARTCO STEVEDORING’s mooring locations:

1. It is critical that shippers notify their crews to properly monitor and tend their vessels and lines throughout the duration of their stay in an ARTCO STEVEDORING mooring location. High water conditions require an enhanced level of alertness from all parties to ensure that they stay safely moored.

2. There is a possibility that vessels may request additional tug boat or line handling support during their stay. It will be the responsibility of the master of the vessel to request those services through his local agent as the master deems necessary. These costs will be billed by ARTCO STEVEDORING and will be for the account of the vessel and must be paid prior to vacating the buoys.

3. ARTCO STEVEDORING will not, at any point, require the usage of additional tug boats or line handling operations. However, ARTCO STEVEDORING may require the vessel to reposition in order to properly affix a floating crane. It is expected that the master of the vessel is an experienced mariner and will ensure his vessel is properly moored inside of the buoys system. The vessel WILL NOT be considered ready in all regards if it is not properly moored inside of the buoys system.

4. When mooring the vessel, it is imperative that the master of the vessel ensure the vessel properly placed, anchored, and moored inside of the mooring system. ARTCO STEVEDORING line handlers are not responsible for the placement of the vessel and only act under the direction of the Master of the vessel.
5. All charges incurred by the vessel during their stay must be paid prior to departure. This will include all dockage, tug boat, line handling, launch boat, pilot access, and security charges. We advise that charges for “hold-in tugs” and “re-attaching lines” are considered to also be for the account of the vessel and would be paid by the vessel prior to departure.

6. NOBRA pilots may institute restrictions for nighttime docking and undocking. It will be imperative that shippers utilize their local agent to stay in communication with the NOBRA pilots to ensure they stay fully aware of any restrictions that may be put in place.

The safe mooring and anchoring of the vessel shall be the sole responsibility of the vessel and it’s Master. ARTCO STEVEDORING has no duty to direct, control, or instruct the vessel in its navigation and mooring, to provide assist tugs or recommend the number of assist tugs, to supply or advise of the number and/or placement of mooring lines the vessel should employ, to recommend use of pilots, or to advise of open and obvious conditions, including but not limited to, high water, strong current or adverse weather and their effect on the vessel. It is expected that the Master will be experienced in these river conditions and that he take all appropriate safety measures necessary. Occupation of a berth by the vessel is deemed as acknowledgement that the vessel’s Master is capable and experienced in understanding his/her abilities and vessel’s operational capabilities to handle conditions in the port of which it calls in situation as is and further, by entry into ARTCO STEVEDORING buoys, accepts responsibility of same during the vessel’s tenure there. Nevertheless, ARTCO STEVEDORING reserves the right to request the vessel to re-moor and/or re-anchor inside of the buoy system. All costs and expenses related to the re-mooring and/or re-anchoring of the vessel shall be for the account of the vessel.

X. PERSONAL PROTECTIVE EQUIPMENT

All individuals at ARTCO STEVEDORING facilities shall follow all ARTCO STEVEDORING Personal Protective Equipment (PPE) requirements. ARTCO STEVEDORING requires that all individuals shall wear a life vest (PFD), hard hat, safety shoes, and safety glasses when accessing the dock and crew boat. If the individual requesting access does not have a PFD, hard hat, or safety glasses, the crew boat operator can provide appropriate PPE for usage while on ARTCO STEVEDORING’s facilities.
SECTION IV
SCHEDULE OF CHARGES

ARTCO STEVEDORING specifically reserves the right to demand payment of charges in advance or to require posting of a bond to secure payment of charges. There shall be deposited with the Management, contemporaneous with the filing of an Application for Berth, a sum determined by Management to approximate estimated charges in accordance with the terms of this document. If such prior deposit is not made, ARTCO STEVEDORING reserves the right to refuse berthing of the vessel and to suspend running of laytime until such time as deposit is made.

A. DOCKAGE

The vessel dockage charge rate shall be Fifty-Five (55¢) cents per Gross Registered Ton (GRT) per day. Gross Registered Tons shall be based on the vessel’s highest GRT as shown by Lloyd’s Register of Shipping. A day commences with time of the vessel’s first line to mooring buoys, and shall be comprised of twenty-four (24) hours. Buoy system occupancy ends with time of vessel’s last line from the mooring buoys. Dockage will be charged in full day increments only.

Each vessel will be charged a Minimum Dockage Amount based on the vessel dockage charge rate per day for the Minimum Days. The Minimum Days is the number of days needed to transload the cargo on board at the Daily Rate of 10,000 MT per day. If the ship leaves the buoys prior to the end of the Minimum Days, the Minimum Dockage Amount is still due. If the ship remains in the mooring buoys beyond the Minimum days, additional dockage shall be computed and charged.

Each vessel will be charged a Minimum Dockage Amount of no less than $7,500 Per Day and no less than one day.

B. LAUNCH BOAT

Launch Boat Service charges shall be $950 per day. Charges will be for full day increments only. An additional High Water Fee will be charged in the amount of $100 per day when the river reaches 12 ft. on the Carrollton River Gauge. Charges for launch boat will be subject to the Fuel Adjustment surcharge described below.

C. RATES FOR TUG SERVICE

Tug services shall be charged and collected by ARTCO Stevedoring as follows. The rates below shall apply per tug:

i) Normal docking or undocking ................................................. $3,266.75 per tug
ii) Buoy Charge ................................................................. $420 per tug
iii) GRT Charge........................................................................ $24.09 for 1,000 tons GRT (per tug)
iv) Reporting ............................................................................. $3,356.25 per tug
v) Standby ................................................................................. $1,050 per tug hour
vi) Towage not covered by above .............................................. $1,050 per tug hour

Charges for tug service will be subject to the Fuel Adjustment surcharge described below.

D. LINE HANDLING

Line Handling service shall be charged and collected by ARTCO STEVEDORING based on the following:

Individual Mooring/Unmooring will be charged at $1,400 per operation. A second launch will be required when the river reached 12 ft. on the Carrollton River Gauge and will be charged at the
above rates. Charges for line handling service will be subject to the Fuel Adjustment surcharge described below.

E. SECURITY FEE

In order to implement and comply with the provisions of the Maritime Transportation Security Act of 2002 (33 CFR Chapter I, Subchapter H), a security fee is assessed on all vessels calling at the buoys. The charge is $950 per day, full day increments only.

F. FUEL ADJUSTMENT SURCHARGE

A Fuel Adjustment Surcharge will be assessed on tug charges, line handling charges and launch boat charges. The surcharge is designed to move up or down in direct relation to the cost of fuel on the date of our service, basis a $1.50 per gallon price floor. The fuel surcharge is one (1%) percent for each $0.03 per gallon the prior calendar month’s average fuel cost is over the base of $1.50. The fuel surcharge will not be applicable when fuel cost is below $1.50 per gallon.

G. PILOT DOCK ACCESS

In order to provide safe and secure access to all River Pilots transiting to or from a vessel moored in any of the ARTCO STEVEDORING buoy systems, ARTCO STEVEDORING requires a $700 fee per vessel. This fee includes two (2) passages for river pilots to access the ARTCO STEVEDORING Launch Dock. Any additional passages required will be billed at $350. Pilot boat launch service to and from the vessel is included at no cost.

H. PAYMENT OF INVOICES AND COLLECTION COSTS

All invoices for charges are due and payable at the ARTCO STEVEDORING administrative office in Ama, Louisiana, upon presentation. Failure to pay when presented shall cause the name of the User to be placed on a delinquency list. At the discretion of the ARTCO STEVEDORING management, the User appearing on the delinquency list may be denied further use of the facility.

Any payment received may be applied in whole or in part against the oldest invoices rendered to the User. Invoices not paid within thirty (30) days net due period will be assessed a 1.5 percent service charge per thirty (30) day period or fraction thereof.

ARTCO STEVEDORING shall be entitled to recover payment of all reasonable attorneys’ fees, expenses and costs, including court costs and expert fees, incurred by ARTCO STEVEDORING in collecting any unpaid charges or damages payable hereunder or in connection with any vessel call at ARTCO STEVEDORING’S berths, regardless of whether litigation is brought, and including any costs incurred in trial or any appeal.

SECTION V
ADDITIONAL PROVISIONS

A. SEVERABILITY

If any term(s) or provision(s) contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, under any present or future law, such invalidity, illegality, or unenforceability shall not affect any other provision of this document, but this document shall be construed as if such invalid, illegal, or unenforceable provision had not been contained therein.
B. TIME OF THE ESSENCE

Time is of the essence in the performance of each and every obligation or provision under this document.

C. WAIVERS

No waiver of any breach, term, or condition of this document by ARTCO STEVEDORING shall constitute a subsequent or continuing waiver of that breach, term, or condition. No failure or delay in exercising any right, power, or privilege in this tariff shall operate as a waiver. Any waiver provided is effective only as the specific breach, term, condition, right, power, or privilege being waived, and no other.

D. CAPTIONS

All captions and headings in this document are for reference and convenience only and shall not modify or affect the provisions of this document in any manner.

SECTION VI
DEFINITIONS

THE FOLLOWING TERMS WHEN USED IN THIS DOCUMENT SHALL MEAN:

ARTCO STEVEDORING: Specifically, but without limitation, the management facilities of ARTCO STEVEDORING, Waggaman, and all midstream berths at Lower Mississippi River miles 121 and 110. ARTCO STEVEDORING, Destrehan, and any other facility or berth operated by ARTCO STEVEDORING.

BERTH: That section of the midstream buoy system, including berthing facilities, used by a vessel while docking, shifting or undocking.

DAY: Unless otherwise specified, a day shall be considered as a twenty four hour period or fraction thereof beginning at 12:00:01 a.m.

DOCKAGE: The charge assessed against the vessel for berthing at the buoy system.

FACILITY OR BERTH FACILITIES: The physical property, i.e. midstream, shoreside, and landside facilities, located at:

ARTCO STEVEDORING
Waggaman, Louisiana
Mile 110.1, 110.4 and 110.7,
also known as Wood Ship Buoys,
right descending or west bank.
8400 River Rd. (LA Highway 18)
Waggaman, LA 70094

AND/OR

ARTCO STEVEDORING
Destrehan, Louisiana
Mile 121.4 and 121.5,
also known as ADM Ship Buoys,
left descending or east bank
FACILITY: Any structure or facility of any kind located in, on, under, or adjacent to any waters subject to the jurisdiction of the United States and used, operated, or maintained by a public or private entity, including any contiguous or adjoining property under common ownership or operation.

HOLIDAYS:

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<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>All Saints Day</td>
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<tr>
<td>Mardi Gras Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Good Friday</td>
<td>Acadian Day (Friday after Thanksgiving)</td>
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<td>Memorial Day</td>
<td>Christmas Eve Day</td>
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<td>July 4th</td>
<td>Christmas Day</td>
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<td>Labor Day</td>
<td>New Year's Eve Day</td>
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<td>PRESIDENTS' DAY</td>
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<td>COLUMBUS DAY</td>
<td>VETERANS DAY</td>
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<td>DR. MARTIN LUTHER KING, JR. DAY</td>
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And any other day that shall be ordered or proclaimed as a holiday by the governments of the United States or the State of Louisiana, St. Charles Parish, Jefferson Parish or any other governmental authority having lawful jurisdiction, or in the labor agreements between the elevator and its employees. Should any of the above fall on a Saturday, the previous Friday will also be observed as the holiday. For any holiday falling on a Sunday, the following Monday will also be observed as a holiday. When December 24th and December 31st fall on Sunday, this holiday will also be observed on the previous Saturday.

LOADING/UNLOADING: The service of loading or unloading cargo between any place in the terminal and railroad cars, trucks, barges or vessel or any other means of conveyance to or from the terminal facility.

MANAGEMENT: ARTCO STEVEDORING, its parents, subsidiaries, divisions, affiliates and/or joint ventures, and their respective officers, directors, agents and employees and all persons, firms, or other entities which may manage, own, control or operate the facility or berth facilities.

OWNERS/OPERATORS: The owner/s, operator/s, manager/s, charterer/s and/or agent/s, and their employees, of a vessel.

TRIMMING: Distributing cargo in a vessel so that the load will not shift and in order that the weight will be properly distributed, or whenever any equipment is attached to the loading spout for mechanical diversion of the grain flow into the vessel holds, or any vessel loading that requires restrictive flow of product on any one of the vessel loading spouts.

USERS: The term “User” or “Users” shall include all individuals, including vessel owners and/or operators and/or charterers and/or personnel and/or crewmembers and/or agents and/or managers and/or business entities, including all barges, trucks, railroad cars, vessels, watercraft or other means of conveyance and/or equipment used by said individuals or business entities, which use the services of any of the ARTCO STEVEDORING facility or berth facilities.

VESSEL: Whenever the words “vessel,” “vessels” or “watercraft” appear in the document, it is understood that it is in reference only to dry bulk cargo ocean vessels or ocean-going barges of a type customarily engaged in the carriage of cargo (private carriers only).

FACILITY: ARTCO STEVEDORING, as engaged in the business of conducting midstream operations and loading or discharging cargo and providing services hereunder.