



# **MOSAIC UNCLE SAM STAGING BUOY TARIFF**

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Mosaic Fertilizer, LLC  
13830 Circa Crossing Dr.  
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## Section I – Description of Facilities

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### Limited Use

The Mosaic Uncle Sam Staging Buoy (The Buoy”) is located at Mississippi River MM 159.9 adjacent to Mosaic’s Uncle Sam dock. The Buoy is available for public use, subject to availability and subject to the terms and conditions herein, for the sole purpose of temporarily staging river barges, tug boats, material handling rigs, and other marine equipment (“Equipment”).

The Buoy is permitted to stage a maximum of seven (7) river barges (however, if the Carrollton Gauge goes above 17.0 ft., or other conditions so warrant, the number of barges allowed may be reduced) in addition to the spar barge currently moored to The Buoy. Mooring of certain other Equipment may be permissible upon request.

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## Section II – General Terms

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### Application for Mooring and Staging

Anyone desiring to use The Buoy must obtain written authorization in advance of each use by filing a completed Mooring Application Form attached to this Tariff (see Appendix I: “Mooring Application Form”) with Mosaic’s Marine Logistics Manager and/or Mosaic’s Director of International Logistics (the “Mosaic Manager”). If mooring space is available, the Mosaic Manager will notify the applicant of mooring permission and any other conditions applicable to the permitted mooring (a “Mooring Permission”).

### Application of Tariff

The Mooring Application and Mooring Permission shall constitute a contract between Mosaic and the Equipment and Equipment owners, operators, managers, agents, and/or other person making the Mooring Application and/or using The Buoy (a “User” or collectively “Users”) to abide by the Mooring Application, Mooring Permission, and the rates, rules and regulations of this Tariff. Use of The Buoy is not authorized without Mooring Application and Mooring Permission for each use, except with respect to Equipment specifically identified in Appendix I to this Tariff. Notwithstanding that unauthorized use of The Buoy is not permitted, in the event of unauthorized use, the use of The Buoy shall constitute consent by the Equipment and User to the terms and conditions of this Tariff. The interpretation of the terms and conditions of this Tariff by Mosaic Manager shall be final and binding.

Mosaic Manager reserves the right to request additional information and/or documentation to confirm compliance with the terms of the Tariff (such as evidence of insurance, etc.) prior to issuing a Mooring Permission.

### Hours of Operation

Mosaic Manager is available **Monday through Friday 08:00 – 17:00 EST**. Buoy access for authorized users is normally available 24 hours, seven (7) days per week including holidays.



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**Section III – Rates, Charges, & Payments**

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**Staging rates:**

Barges

1-10 days	\$50.00/barge/day
11-15 days	\$90.00/ barge/day
16 days and over	\$125.00/ barge/day

Tug boats/ material handler rigs: \$200.00/day

Other Equipment rates available upon request.

For the purpose of calculating charges, a day is a consecutive twenty-four (24) hour period, or any fraction thereof. A day commences when the Equipment arrives at The Buoy and each subsequent consecutive day commences twenty-four (24) hours thereafter. The Buoy

Rates are subject to change upon written notice. Charges are due daily at the time of mooring or service. Payment is due upon receipt of an invoice from Mosaic Manager. Mosaic will invoice the Equipment via its designated User as soon as the Equipment vacates The Buoy; however, Mosaic reserves the right to demand payment of charges due at any time. Nonpayment within the terms shall bear interest of 1.5% per month beginning from the date of invoice until paid.

Mosaic reserves the right to negotiate volume rates, incentive rates, and/or special arrangements under this Tariff.

All charges in this Tariff are exclusive of any other rates, charges or impositions that may be imposed on the Equipment or User by third-parties or any governmental or non-governmental agency.

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**Section IV- Liability & Indemnity**

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**General**

The Equipment and User jointly and severally assume sole and full responsibility for use of The Buoy. Under no circumstance will Mosaic (and its affiliates, officers, employees, subcontractors or agents (“Mosaic Parties”)) be liable for: marine loss or damage to the Equipment or cargo using The Buoy; injury to or death of any person as a result or related to the Equipment’s use of The Buoy; damage, injury, death or economic losses of the User or other persons or property as a result of or related to the Equipment’s use of The Buoy (including but not limited to damages related to Equipment breakaway); any lay time, demurrage, detention, dispatch, or damages of any kind for delay, loss of charter hire, extra charter hire payments, loss of profit, loss of market, business or economic loss, or any kind of consequential damages incurred by any Equipment, the User, or other person or property as a result of or related to the Equipment’s use of The Buoy.



Equipment and User jointly and severally assume any and all responsibility, liability and damages which might be in any way imposed on Mosaic Parties as a result of or relating to Equipment's use of The Buoy, and User shall indemnify, defend, and hold harmless Mosaic Parties from and against any and all claims, demands, actions, suits, liability, damages, judgments, and expenses thereof, including reasonable attorney's fees and litigation expenses, brought against Mosaic Parties, on account of bodily injury, sickness, disease or death of any person, or damage or loss to any property or cargo of User or any person, or damage for delay or loss of income, in any way arising out of or related to Equipment's use of The Buoy (regardless of whether brought by User, any subcontractor, employee, contracting party, agent or servant of User, or any third person), said indemnity to include liability or damage arising from any cause whatsoever including, but not limited to negligence, gross negligence, fault or strict liability of any kind on the part of Mosaic Parties.

Any and all charges, costs, fines, or penalties levied by any federal, state or local governmental agency arising out of, or related to, the Equipment's use of The Buoy shall be paid by the User, and the User shall defend, indemnify, and hold harmless Mosaic from any such charges, costs, fines, or penalties, including expense and reasonable attorney fees and costs.

### **Pollution Liability**

The Equipment and User shall comply with all applicable federal, state and local laws and regulations affecting the environment. No Equipment, User or other person, firm or corporation shall deposit, place or discharge into the waterways serving The Buoy, either directly or through private or public sewers, sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid or solid matter, oil, gasoline, residuum of gas, calcium carbide, trade waste, tar or refuse, cargo or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, or the odors and gases of putrefaction. Equipment and User shall indemnify, defend and hold Mosaic harmless for any damage, liability or expense arising out of or incurred as a result of any breach of this provision. This provision does not release Mosaic from liability for its own liability.

### **Nuisance**

Equipment and User shall comply with all federal, state and local air pollution laws. It is unlawful for a vessel to permit excessive smoke, clearing of boilers, blowing tubes, or creating similar conditions while vessel is in the channel, turning basin, or in berth. Any activities of this nature will be reported to the U.S. Coast Guard and other appropriate authorities and Mosaic may order equipment off The Buoy and vacate Mosaic property.

### **Damage to The Buoy / Mosaic Facility**

Equipment and User shall be jointly and severally liable for any damage to The Buoy, Mosaic's property or facilities caused by, or arising out of or related to use of The Buoy or the action of its employees, subcontractors or agents. Mosaic may require a bond in an amount reasonable with damage before allowing Equipment to be removed from The Buoy. The User must promptly report any damage to Mosaic Manager in writing.

Mosaic shall have all rights and remedies available to it at law, in equity, and/or under maritime law to enforce this Tariff and to collect charges and damages, including, but not limited to enforcing maritime liens against Equipment and claims against the User. In the event of any legal action or proceedings to enforce any provision of this Tariff, Mosaic shall be entitled to recover its expenses incurred in such actions or proceedings, including



attorney's fees.

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## **Section V – Buoy Regulations**

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### **The Buoy Operations**

Users are solely responsible for mooring and unmooring Equipment to The Buoy and for maintaining at all times appropriate lighting, safety, crew, security, and monitoring appropriate for safe mooring and fleeting of Equipment. Users are solely responsible for safety of the Equipment, but at a minimum, any personnel must adhere to Mosaic's safety policy and procedures listed below while moored at The Buoy.

### **Vacating The Buoy**

Mosaic may order any Equipment to vacate The Buoy in compliance with any U.S. Coast Guard, U.S. Army Corps of Engineers, or other government agency directive or order, or when, in Mosaic's sole opinion, it deems that the continued presence of such Equipment is a potential hazard to other Equipment, The Buoy, the facility, or the rights of property of others, or would unreasonably interfere with the use of The Buoy facilities by others. Mosaic reserves the right to have equipment vacate The Buoy for any reason or under any circumstances. Such reasons or circumstances include, but are not limited to, the following: when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the equipment a threat to The Buoy and/or Mosaic's facilities. Any and all mooring, berthing, dockage or shifting costs, whether under the provisions set forth above or otherwise, shall be for the sole account of the Equipment.

Upon issuance of a notice to vacate, which may be issued at any time day or night, the Equipment will have three (3) hours to vacate The Buoy. If the Equipment fails to vacate The Buoy as and when required, or if the User refuses to vacate The Buoy, damages shall be imposed in the amount of \$1,000.00 for each hour of delay until the Equipment has vacated The Buoy. In addition to the Equipment itself, failure of the Equipment to remove any of its parts, included but not limited to, ropes, chains, cables or other items from The Buoy, will be deemed to have failed to vacate the Buoy. Mosaic is authorized to arrange for removal of Equipment at the expense of the User, but is not required to do so, in the event that: (i) receipt of a notice to vacate is not acknowledged within three (3) hours, or (ii) a notice to vacate is acknowledged but the Equipment is not vacated within six (6) hours, or (iii) in the case of an emergency. All costs and expenses in connection with Mosaic removing equipment, including but not limited to attorney fees and any expenses incurred by Mosaic, shall be for the account of the Equipment.

### **Bunkering [and Other Prohibited Operations]**

Under no circumstances can bunkering or refueling be allowed while equipment is on Mosaic property or staged at The Buoy.

If while moored at The Buoy any Equipment requires pumping due to water ingress and/or leaking, or other urgent repair or actions, the User shall request specific written authorization from Mosaic Manager prior to such actions, except in the case of an emergency requiring immediate action, in which case the User shall notify Mosaic Manager as promptly as possible The Buoy

### **Safety Policy and Procedures**

Proper PPE must be worn at all times once you disembark vessel and/or vehicle. You must be wearing at all



times the following items:

- Steel Toe Shoes
- Safety Glasses (with proper side shields)
- Hard Hat
- Personal Flotation Device (PFD) while within 10ft. of waterways

Equipment owners, operators, vendors, visitors and vessel operators will be required to have a valid Transportation Workers Identification Credential (TWIC) on their person at all times or be escorted by someone who has a TWIC.

Additional access to other areas in the facility other than The Buoy area is not permitted.



APPENDIX I

Mosaic Uncle Sam Staging Buoy Mooring Application Form

Application Date: \_\_\_\_\_

To: Mosaic Marine Logistics

I hereby make formal application for mooring at Mosaic Uncle Sam Staging Buoy for the marine equipment described below.

PRINT CLEARLY

Form with fields for Company Name, Phone, Address (Street, City, State, Zip Code), Name, Cell Phone, Email, Equipment Type (Barge, Tug boat, Material handler rig), Equipment number(s), Additional information (i.e. equipment description), Mooring start date, Mooring end date.

This Mooring Application is subject to Mosaic’s confirmation within one business day. (Saturdays, Sundays and Holidays excluded). Business hours are Monday through Friday 08:00 – 17:00 EST. Please email completed/signed form to [Chartering@MosaicCo.com](mailto:Chartering@MosaicCo.com)

\*\*\*IMPORTANT\*\*\* Completed/signed Mooring Application Form must be accompanied by proof of insurance (equipment(s) and liability) and a copy of the equipment(s) most recent condition survey.

By signing below, I confirm that I have read, understand and agree to abide by the Mosaic Uncle Sam Staging Buoy Tariff.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Do not write below this line. For the exclusive use of Mosaic

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Application Form received/approved by:

Form with fields for Date, Name, Signature.



## APPENDIX II

The barges listed below have been vetted by Mosaic and/or recently inspected and are approved to use The Buoy for up to seven (7) days [subject to availability]. If the barge requires the use of the Buoy for additional days, the User must obtain Mooring Permission from Mosaic Manager.

### Sulfuric acid barges

CBC41

DBL21

### Phosphoric acid barges

BP100

CY11

FC2

CY10

FC1

### Dry cargo barges

BIG 597

ING 1753

ING 1764

BIG 603

ING 1754

ING 1765

BIG 608

ING 1755

ING 1766

BIG 751

ING 1756

ING 1767

BIG 9610

ING 1757

ING 1768

BIG 9616

ING 1758

ING 1769

BIG 9709

ING 1759

ING 1770

BIG 9908

ING 1760

ING 1771

ING 1750

ING 1761

ING 1772

ING 1751

ING 1762

ING 1773

ING 1752

ING 1763

ING 1774