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FROM: W. R. Parker
DATE: August 2, 1985

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Interoffice
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SUBJECT: Barge Charter Party

File: RFW/letter

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VISTA

Please find attached the revised "Contract of Affreightment/Barge Charter Party" previously discussed with recipients of this memo.

Again, it is the intent of S&T to have this form printed and distributed for use with all barge and towing companies as the standard agreement for all future transportation contracts. It is believed some amendments will be necessary with various companies. But any adjustment will be handled independently with separate amendments as agreed individually. Each company utilized in the future will be required to have a blank "master" signed and on file in this office prior to future shipments.

Should, after your review, you have further changes or comments, please let me know. In any event, I would like your written approval of the document.



W. R. Parker

WRP:bt

WRP/A/IOC 1003

Distribution: BEAL, CRM, LSC, TGG, WLMcC, DBS, LJP

VVV 000016756

CONTRACT OF AFFREIGHTMENT/BARGE CHARTER PARTY

DATE _____

PART I

1. Owner and/or Chartered Owner: _____
("Hereinafter referred to as Owner")
2. Charterer: Vista Chemical Company
("Hereinafter referred to as Charterer")
15990 North Barker's Landing Road
Houston, Texas 77224
Phone: (713) 531-3393 Telex: 794557
3. Equipment: Barge # _____ Tug # _____ GRT of Tug _____
4. Cargo:
5. Quantity:
6. Loading Port(s) Location: _____
Dock Number: _____
7. Discharging Port(s) Location: _____
Dock Number: _____
8. Lay/Can Dates:
9. Rate: (A) Freight Rate:
(B) Idle Barge Rate:
10. Lay Time: _____ (Total hours "reversible")
Minimum loading rate barrel/hour: Loading _____ Discharge _____ (Loading rate to be
maximum capacity up to
but not to exceed 100
PSI line pressure.)
11. Demurrage: Tug Only: _____
Tug and Barge: _____
Barge Only: _____
12. Previous Cargo(s): (A)
(B)
13. Special Conditions:
14. Remaining Provisions: Items in PART II shall be regarded as an integral portion of the
above defined terms unless otherwise specifically indicated.

Accepted: Vista Chemical Company
(Charterer)

Date: _____

By: _____

By: _____

(Witness)

Accepted: _____
(Owner)

Date: _____

By: _____

Date: _____

(Witness)

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1. LOADING AND UNLOADING:

(A) It is understood the Owner is responsible for the obtaining of necessary tankermen and that all tankermen are employees, agents or independent contractors of the Owner. In the event that Charterer is requested by Owner to assist in obtaining or hiring tankermen, such tankermen shall nevertheless be agents or independent contractors of the Owner. The tankermen, regardless of how obtained, shall be deemed for purposes of this agreement as the "Person in Charge" of the vessel with respect to compliance with U.S. Coast Guard regulations.

(B) Charterer shall arrange for proper shoreside equipment and/or facilities for the loading and discharge function. Such loading and or discharge is not to be initiated without the presence of an inspector nominated by Vista. It shall be the Charterer's (nominated inspector) responsibility to approve and seal each tank at origin. Freight rate includes discharging of cargo by Owner's equipment and at Owner's expense. Steaming of cargo for discharge, or any unusual expense not outlined in Part I, shall be at Charterer's expense given prior approval. It is understood Owner will not exit berth with cargo remaining onboard or without Charterer's (inspector's) approval without prior written notification to the contrary.

(C) Charterer hereby agrees to release, indemnify and hold harmless Owner, its subcontractors, affiliates, and the vessels employed by it or them, in the performance of the cargo movements hereunder, from or against any loss or damage to the cargo transported under this agreement.

(D) Charterer shall provide to owner all necessary shipping papers (including a material safety data sheet), post necessary cargo identifying signs and information cards required by U.S. Coast Guard regulations and shall indemnify and hold harmless Owner for any omission to do so.

2. CONDITION OF EQUIPMENT:

(A) Owner will use due diligence at all times to maintain the barges in a seaworthy, staunch, tight and suitable condition, and to provide sufficient towing power to properly handle barges loaded and light.

(B) Prior to release of loaded barge(s) from a fleeting facility, if and when required, a signed receipt from the fleet confirming the barge seals remain in-tact must be obtained by Owner.

3. LAY/CAN DATES:

Laytime at loading and unloading points shall begin upon arrival at the load/discharge port (within the Lay/Can period) and cease when tow is released, except that no laytime shall accumulate on towing vessel while it is not standing by. Notice of arrival shall be given 12, 6 and 3 hours prior to arrival at loading and discharge ports. Should the vessel not be ready to load on the cancelling date stipulated in PART I, Charterer shall have the option of cancelling Charter by giving Owner immediate notice of such cancellation (within 24 hours) otherwise, a new Lay/Can date shall be established with the remaining provisions remaining in full force and effect.

4. DEMURRAGE:

In the event loading and/or discharging is not accomplished at the minimum rates specified in PART I through no fault of the Owner or Owner's equipment, demurrage shall accrue, and Charterer shall pay Owner at the rate per running hour or pro rata for a part thereof for tow, as stated in PART I, Paragraph 11. Charterer has obligation to pay demurrage within 30 days after presentation of proper documents, except items under dispute. Parties are to use best efforts to resolve said disputed items.

5. BERTHING:

Charterer warrants that the barge shall have safe berth free of wharfage and dockage charges at the loading and unloading point. The barge Owner shall warrant the barge will be adequately moored with warning lights properly displayed as required by U.S. Coast Guard regulations. While barges are in the care and custody of Charterer or its agents, all U.S. Coast Guard regulations shall be complied with, and in the event that Owner should in any manner be held responsible for Charterer's acts or omissions in compliance with the berthing requirements herein provided, then Charterer agrees to indemnify and save harmless Owner from all such responsibility and liability.

6. INSURANCE AND MARINE PERILS:

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Owner agrees to arrange for and maintain in full force and effect throughout the life of this agreement the following insurance on the tow:

	COVERAGE	LIMITS
A.	Hull	Market Value for each vessel
B.	P & I (But not Tower's Liability covering cargo)	\$2,000,000
C.	Pollution Coverage	\$2,000,000

The insurance and coverage limits specified above are the minimum requirements of the Charterer and should not be construed to be indicative of the ultimate types and amounts of insurance Owner needs to adequately protect itself.

7. CLEANING:

If required by Charterer, Owner shall arrange to clean or strip previous cargo from barges, except as specified in "Special Conditions" of Part I, to suitability for intended cargo subject to inspection and acceptance by Charterer. Such inspection and acceptance shall constitute full performance by Owner of its responsibility as to cleaning.

8. OUTTURN CLAUSE:

Owner is responsible for "replacement value" of product losses exceeding .50% of loaded volumes, as determined by barge measurement.

9. GENERAL AVERAGE:

In the event of accident, danger, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, Owner is not responsible, by statute, contract or otherwise, the goods, Charterer and the consigned, and other parties having an interest in the cargo, jointly and severally, shall contribute in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred in respect of the goods and cargo. General average, if any, shall be adjusted, stated and settled at such port of place in the United States as may be selected by Owner, and shall be settled according to the usages and customs of the Port of New York.

10. ENVIRONMENTAL AND SAFETY:

Owner acknowledges that certain products of Charterer are considered hazardous under both state and federal laws. Owner shall fully comply with all state and federal requirements applicable to the services to be performed. Owner agrees to comply with all applicable state and federal reporting requirements in the event of any release of any hazardous substance, including but not limited to immediately reporting to the National Response Center (1-800-424-8802) or any successor agency. In addition, Owner agrees to immediately provide notice of any such release reports to the Vista Chemical Plant main gate (318-494-5142) or Chemtrec (1-800-429-9300).

Charterer shall provide Owner with Material Safety Data Sheets for all products being handled by Owner, pursuant to Paragraph 1(D) above. Owner warrants that it shall perform its services in a careful and workmanlike manner and shall take all necessary and appropriate precautions in performing services hereunder in order to avoid injuries to persons and damage to property or the environment. Owner shall submit to Charterer a copy of its Emergency Response Plan.

11. FORCE MAJEURE:

Except as provided in "Special Conditions" hereof, neither party shall be liable for any loss or damage or from failure to perform or for delays in performance resulting from and occasioned by allocations, expropriations, requisitions, priorities, restraint or other acts of governmental or civil, military or naval authorities (whether acting legally or otherwise), Acts of God or the elements, perils, or accidents of the sea or other water; acts of war, hostilities, interferences of public enemies or belligerents, rebellion, civil strife, or commotions; sabotage, riots, strikes, labor disputes, or disturbances; fire or explosion caused by third parties, epidemics, pestilence or quarantine; or any other cause whatsoever beyond the control of the respective parties, whether the kind enumerated or otherwise. This contract is also subject to any interventionary action on the part of any governmental agency or bureau having jurisdiction thereover. When it becomes known to either party that any one of the aforementioned conditions exists, he will notify by telephone the other party at once, followed by written communication within 48 hours. The parties shall take all reasonable actions to minimize the aforesaid loss, damage, delay, or failure to perform.

12. FREIGHT PAYMENT:

Charterer will furnish Owner, free of cost copies of loading certificates. Freight shall be paid on loaded quantity as determined through shore tank measurements, within thirty (30) days after presentation of proper documents.

13. EXPENSES:

Owner shall in no instance incur expenses in behalf of Charterer without Charterer's prior knowledge and consent.

Whether or not Owner actually executes the within contract, the performing of transportation services by Owner and the retention of the agreement in the hands of Owner shall constitute and acceptance of all its terms and conditions by Owner.

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