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CCC-823-1T  
(10-03-03)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

### SCHEDULE OF RATES Cotton Storage Agreement (Charges on a Per Bale Basis)

Subject to the provisions of the Cotton Storage Agreement, CCC-823 (09-16-03), this Schedule of Rates will become effective as of **July 1** and supersedes all previous Schedule of Rates. This Schedule of Rates continues in effect through **June 30** of the following year, and continues in effect thereafter until superseded by a new Schedule of Rates accepted by CCC and which will become effective on the next annual renewal date of the Agreement. For any subsequent rate to be considered by CCC, it must be submitted for approval at least 30 days prior to the annual renewal date of the Agreement. The warehouse operator warrants that the rates for services provided in Part A of this Agreement will not be in excess of the rates charged other customers for the same services during the period this schedule is in effect.

**PART A - CHARGES PAYABLE BY CCC**

SERVICES	LOAN COTTON	CCC-OWNED COTTON
1. Receiving		
2A. Compression <u>2/</u> <u>3/</u>		
Extra compression charge (cents per bale) on all bales over the number of pounds (net) stated in Item 2B.	2B.	
3. Delivery or Outhandling <u>3/</u>		
4. Storage for flat or compressed cotton (per month) <u>3/</u> <u>4/</u>	Insured	Uninsured
5. Will accept reconcentrated cotton (R/O) - separate negotiated rates to apply <u>1/</u>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

1/ Charges payable by CCC on cotton covered by a reconcentration order shall be at the rates negotiated with CCC.

2/ Charges payable by CCC on cotton destroyed or damaged by fire shall be at the rate in effect at the time such cotton is destroyed or damaged.

3/ Except as otherwise provided in the Cotton Storage Agreement.

4/ The uninsured storage rate is a rate less than the insured rate by at least the cost of insurance. Cost of insurance is determined by the method described in the warehouse operator's insurance policy for establishing the value of a bale of cotton for the purpose of assessing insurance premiums.

**PART B - CERTIFICATION**

The warehouse operator certifies that the information provided to CCC in this SCHEDULE OF RATES is true and correct to the best of the warehouse operator's knowledge and belief. The making of a false statement may subject the warehouse operator to criminal and/or civil penalties prescribed by 18 U.S.C. 1001, 31 U.S.C. 3729, 15 U.S.C. 714m, and other applicable Federal statutes.

6. WAREHOUSE OPERATOR:	7. COMMODITY CREDIT CORPORATION:
6A. _____ (WAREHOUSE NAME)	7A. By: _____ (CONTRACTING OFFICER)
6B. _____ (LOCATION)	
6C. _____ (WAREHOUSE OPERATOR-LEGAL NAME)	7B. Effective Date: _____
6D. By: _____ (SIGNATURE)	
6E. Title: _____	
6F. BUSINESS TELEPHONE NO. WITH AREA CODE OF PERSON RESPONSIBLE FOR RATES OFFERED: _____	

**PART C - TARIFF CHARGES**

The warehouse operator agrees to notify CCC in writing of any changes in the rates specified below. The warehouse operator warrants that the rates charged applicable to a party who has acquired title to cotton from CCC are not in excess of the rates for such services in the warehouse operator's established tariff. These rates will be furnished to authorized cooperatives marketing associations (CMA's), authorized loan servicing agents (LSA's), and county Farm Service Agency offices to be used in the event loans are redeemed at the Adjusted World Price (AWP) and warehouse charges are forgiven.

8A. Receiving (Does receiving include classing or other charges? <input type="checkbox"/> YES <input type="checkbox"/> NO )	8B. \$	(PER BALE)
9. Outhandling	\$	(PER BALE)
10. Compression	\$	(PER BALE)
11A. Storage* <input type="checkbox"/> MONTHLY <input type="checkbox"/> DAILY	11B. \$	(PER BALE)

\* Warehouse operators charging variable rates shall determine the monthly storage rate using the following calculations: Compute the total storage due for 12 months assuming receipt of cotton on September 1 with delivery August 31 the following year, then divide by 12. Example: Tariff states "First 60 days free, thereafter \$2.50 per month or fractional part thereof would result in the following: \$2.50 x 10 months, divided by 12 months = \$2.08 per month. Enter \$2.08 in the space provided as the monthly tariff storage rate.

**NOTE:** The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is 15 U.S.C. 714 and regulations promulgated thereunder (7 CFR Parts 1423 and 1403. The information will be used to complete the terms of an agreement between the warehouse operator and CCC. Furnishing the requested information is voluntary, however, without it, eligibility to enter into an agreement with CCC cannot be determined. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO THE KANSAS CITY COMMODITY OFFICE, STORAGE CONTRACT BRANCH, STOP 8748, P.O. BOX 419205, KANSAS CITY MISSOURI 64141-6205.**

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