



## **Instructions for Completing TRANSFLO's Motor Carrier Access Agreement**

All motor carriers, prior to accessing a TRANSFLO terminal, must obtain, at the corporate level, a Motor Carrier Access Agreement from TRANSFLO and shall provide a signed copy thereof to TRANSFLO. Motor carriers using the terminals are expected to abide by the provisions of this Access Agreement, TRANSFLO's Service Terms and Conditions and any additional documents, local or otherwise, adopted by TRANSFLO.

### **Required Action:**

Please find enclosed the Motor Carrier/Contractor Access Agreement.

Once you have had the opportunity to review, please complete the following:

- Fill out, sign and fax one copy of the Motor Carrier/Contractor Access agreement to (904) 306-5186, or email to [cprice@transflo.net](mailto:cprice@transflo.net).

**\* Effective Date is the Same Date the Agreement is Signed \***

- Sign and mail the original signed copy to the physical mailing address provided below  
Mail: TRANSFLO Terminal Services, Inc.  
500 Water Street J975  
Jacksonville, FL 32202  
Attn: Candice Price
  - Modify your company's certificate of liability insurance to include TRANSFLO Terminal Services, Inc. as an additional insured under its Commercial General Liability and Auto insurance policies, in accordance with the TRANSFLO Service Terms and Conditions.
  - Also modify your company's certificate of liability insurance to provide, in accordance with the TRANSFLO Service Terms and Conditions and where permitted by law, a waiver of subrogation for your company's Workers' Compensation insurance policy, in favor of TRANSFLO Terminal Services, Inc.
  - Ensure your insurance company adds TRANSFLO Terminal Services, Inc. to its regular Certificate of Liability Insurance distribution.
    - Certificate Holder should be labeled as "TRANSFLO Terminal Services, Inc."
    - Associated Address should be labeled as:
      - 500 Water Street J975  
Jacksonville, FL 32202
- \* Please Do Not Place Individual's Name within 'Certificate Holder' field \***

If you have any questions please do not hesitate to contact TRANSFLO at (904) 359-1320.

## Motor Carrier/Contractor Terminal Access Agreement

This Motor Carrier/Contractor Terminal Access Agreement (the “Agreement”) is made by \_\_\_\_\_ (“Motor Carrier/Contractor”) in favor of TRANSFLO Terminal Services, Inc. (“TRANSFLO”) in consideration of TRANSFLO’s agreement to permit Motor Carrier/Contractor access to TRANSFLO’s terminals (“Terminals”) for the sole purpose of performing the Activities, as defined below.

1. Term. This Agreement shall become effective as of the \_\_\_ day of \_\_\_\_\_, 201\_\_ and shall continue until terminated by either party on thirty (30) days’ prior written notice to the other party or, in the event of breach of this Agreement by Motor Carrier/Contractor, by TRANSFLO immediately on delivery of written notice of termination to Motor Carrier/Contractor.
  
2. Compliance with Service Terms and Conditions and Applicable Law. Motor Carrier/Contractor acknowledges that it has received a current copy of TRANSFLO’s Service Terms and Conditions (the “Terms and Conditions”), incorporated in the Agreement by reference, and has reviewed them, including, in particular, the Motor Carrier Operating Provisions and General Terms and Conditions. Motor Carrier/Contractor shall, and shall cause its employees, contractors and agents to, abide by all operating, health, and safety requirements, policies, and procedures and other commitments set forth in the Terms and Conditions, as the same may be amended from time to time, and all other TRANSFLO requirements, policies and procedures, as well as any and all applicable federal, state, local and trade laws, rules, regulations, ordinances, codes, judgments, orders and decrees applicable to Motor Carrier/Contractor’s Activities within the Terminals, including, but not limited to, the rules of the Association of American Railroads, Worker’s Compensation regulations, and OSHA regulations, as applicable. TRANSFLO will, if provided by Motor Carrier/Contractor with a non-PO Box mailing address, endeavor to notify Motor Carrier/Contractor of amendments to TRANSFLO’s Service Terms and Conditions. Failure, however, of TRANSFLO to provide notice shall not relieve Motor Carrier/Contractor from complying with all amendments to the Terms and Conditions.
  
3. Release and Indemnity. Motor Carrier/Contractor hereby releases, and agrees to indemnify and hold harmless, TRANSFLO, its parent, affiliates and contractors and their respective directors, officers, employees, subcontractors, agents, successors and assigns (collectively for the purposes of this Agreement, the “TRANSFLO Parties”) from any and all Damages (as defined below), directly or indirectly, caused by, arising out of or relating in any manner to Motor Carrier/Contractor’s or its employees’, agents’, contractors’ or invitees’ negligence, intentional misconduct, failure to comply with one or more terms or conditions of this Agreement, or presence at or use of the terminals, except to the extent caused on a comparative fault basis by the negligence or intentional misconduct of the TRANSFLO Parties. These release and indemnity obligations shall survive the completion or termination of Motor Carrier/Contractor’s use of or presence at the terminals and the termination, expiration, or non-renewal of any agreement related thereto. For purposes of this Agreement, the term “Damages” shall mean any and all claims, causes of action, lawsuits, losses, damages, liabilities, fines, penalties, payments, costs, and expenses, including, without limitation, attorneys’ and experts’ fees and court costs.

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4. Relationship of Parties. This Agreement shall not be construed to create between Motor Carrier/Contractor and TRANSFLO any relationship as principal and agent, joint venturers, partners, or otherwise participants in a joint or common undertaking.
5. Activities and Addendum. Activities to be engaged in by Motor Carrier/Contractor include the delivery and/or removal of trailers, and may include, without limitation, the transloading of material from or to a trailer for the benefit of Motor Carrier/Contractor's customers (the "Activities"). Additional Activities if any, to be engaged in by Motor Carrier/Contractor and related insurance requirements and additional provisions, if any, are described on the Addendum attached hereto and incorporated herein by reference (the "Addendum").
6. Entire Agreement. This Agreement, the Terms and Conditions and the Addendum contain the sole understanding and agreement between the parties with respect to this Agreement and supersede any prior or contemporaneous oral or written discussions, agreements, understandings or correspondence. Any revisions or amendments to this Terminal Access Agreement must be approved in writing and signed by Motor Carrier/Contractor and TRANSFLO.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of this Agreement may be effected by facsimile.

AGREED AND ACCEPTED:

\_\_\_\_\_  
Authorized Motor Carrier/Contractor Representative's Signature

\_\_\_\_\_  
Name of Motor Carrier/Contractor

\_\_\_\_\_  
Print Motor Carrier/Contractor Representative Name

\_\_\_\_\_  
Date

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## ADDENDUM

1. Description of Activities:
2. Insurance Requirements: Motor Carrier/Contractor shall procure and maintain during the term of this Agreement, at its own expense, the following insurance coverages, in at least the types and amounts specified:
  - a. Commercial General Liability Insurance: \$1,000,000 per occurrence, naming TRANSFLO as an additional insured and containing contractual liability coverage
  - b. Automobile Liability Insurance: \$1,000,000 per occurrence, naming TRANSFLO as an additional insured and covering owned, hired or non-owned motor vehicles
  - c. Worker's Compensation Insurance: Statutory Amounts with waiver of subrogation where permitted by law
  - d. Employer's Liability Insurance: \$1,000,000 per occurrence per employee

Policies shall contain waiver of subrogation rights endorsements and shall not have an exclusion for liability relating to railroad operations. Such policies shall further require that TRANSFLO be given at least thirty (30) days' prior written notice of any cancellation or modification of such policies. Prior to accessing a terminal, a motor carrier must provide TRANSFLO with certificates of insurance evidencing such coverages. The insurance and limits insured as shown above shall not limit, or be considered to limit, in any way motor carrier's liability hereunder, nor an agreement by TRANSFLO or its affiliates to assume liability in excess of said amounts or for risks not insured against.

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