



Instructions for Completing TRANSFLO’s Motor Carrier Access Agreement

Prior to accessing a TRANSFLO terminal, all motor carriers must sign (at the corporate level) and return TRANSFLO’s Motor Carrier Access Agreement. To achieve compliance with this requirement, motor carriers must send an executed version of the Access Agreement to TRANSFLO’s compliance tracking provider, Ebix, Inc. by upload, email or fax as provided below. Any motor carrier accessing any TRANSFLO terminal is expected to abide by the provisions of the Access Agreement, TRANSFLO’s Service Terms & Conditions, and any other documents stating our requirements, local or otherwise, adopted by TRANSFLO.

Required Actions:

Enclosed are the Motor Carrier Access Agreement and TRANSFLO Service Terms & Conditions. After reviewing these documents, you must do the following:

1. Complete and sign the Motor Carrier Access Agreement (NOTE: the effective date of the Agreement is the same date the Agreement is signed.)
2. Contact your insurance agent or broker and instruct them to:
 - a) Add TRANSFLO Terminal Services, Inc. as an additional insured to your company’s Commercial General Liability and Automobile insurance policies, in accordance with the Motor Carrier Access Agreement. The TRANSFLO Corporate Address is:

TRANSFLO Terminal Services, Inc.
500 Water Street, J975
Jacksonville, FL 32202
 - b) Where permitted by law, provide evidence of a waiver of subrogation for your company's Workers' Compensation insurance policy, in favor of TRANSFLO Terminal Services, Inc.
3. Return the completed version of the Agreement and required insurance certificate which meets or exceeds the minimum requirements outlined below to TransfloAccess@transflo.net.

TRANSFLO’s minimum insurance requirements are as follows:	
Commercial General Liability Insurance:	\$3,000,000 per occurrence
Automobile Liability Insurance:	\$1,000,000 per occurrence
Worker’s Compensation Insurance:	Statutory Amounts with waiver of subrogation where permitted by law
Employer’s Liability Insurance:	\$1,000,000 per occurrence, per employee

4. Send a new Certificate of Insurance, complying with our requirements, using one of the following methods:
 - a) By uploading directly to the Ebix website: <https://www.idscerts.com/VendorValidation.asp> using your reference number and pin number (included in additional documentation)
 - b) Email: CSX@ebix.com; OR
 - c) Fax: (770) 325-5692
5. Once all actions have been completed and proper documentation has been sent to TRANSFLO, please do not mail certificates of insurance to TRANSFLO Corporate Headquarters.

If you have questions about the correct insurance coverage required, you may call Ebix at (951) 766-2283.

Motor Carrier Terminal Access Agreement

This Motor Carrier Terminal Access Agreement (this “Agreement”) is made this ___ day of _____, 20__ (the “Effective Date”) by _____ (“Motor Carrier”) in favor of TRANSFLO Terminal Services, Inc. (“TRANSFLO”) in consideration of TRANSFLO’s agreement to permit Motor Carrier 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 Effective Date 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, by TRANSFLO immediately on delivery of written notice of termination to Motor Carrier.
2. Compliance with Service Terms and Conditions and Applicable Law. Motor Carrier acknowledges that it has received a current copy of TRANSFLO’s Service Terms and Conditions (the “Terms and Conditions”), incorporated in this Agreement by this reference, and has reviewed them, including, in particular, the Motor Carrier Operating Provisions and General Terms and Conditions. Motor Carrier 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’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 with a non-PO Box mailing address, endeavor to notify Motor Carrier of amendments to the Terms and Conditions. Failure, however, of TRANSFLO to provide notice shall not relieve Motor Carrier from complying with all amendments to the Terms and Conditions.
3. Release and Indemnity. Motor Carrier hereby releases, and agrees to indemnify and hold harmless, TRANSFLO, its parent, affiliates, Terminal operators and other 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’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’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, actions, causes of action, lawsuits, proceedings, losses, damages, liabilities, fines, penalties, payments, costs and expenses, including, without limitation, attorneys’ and experts’ fees and court costs.
4. Relationship of Parties. This Agreement shall not be construed to create between Motor Carrier and TRANSFLO any relationship as principal and agent, joint venturers, partners, or otherwise participants in a joint or common undertaking.

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5. Activities and Addendum. Activities to be engaged in by Motor Carrier 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’s customers (the “Activities”). Additional Activities if any, to be engaged in by Motor Carrier 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 Agreement must be approved in writing and signed by Motor Carrier and TRANSFLO.

7. Counterparts. 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 or by e-mail in Portable Document Format (PDF).

AGREED AND ACCEPTED:

 Authorized Motor Carrier Representative’s Signature

 Name of Motor Carrier

 Print Motor Carrier Representative Name

 Date

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ADDENDUM

1. Description of Additional Activities (if any):

2. Insurance Requirements: Motor Carrier 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: \$3,000,000 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 Statutory
 - c. Worker’s Compensation Insurance: Amounts with waiver of subrogation where permitted by law \$1,000,000 per occurrence per employee
 - d. Employer’s Liability Insurance:

The required insurance shall be with carriers with an AM Best's rating of A- or higher. Policies shall contain waiver of subrogation rights endorsements and shall not have an exclusion for liability relating to railroad operations or any self-insured retention/deductible in excess of \$25,000. 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. In the event Motor Carrier is engaged in the transportation of hazardous materials or substances (as defined by applicable laws and regulations) on to or from the Terminal, Motor Carrier’s Commercial General Liability Insurance shall not exclude coverage for pollution liability.

Prior to accessing a Terminal, 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. TRANSFLO’s acceptance of copies of insurance policies or certificates of insurance does not constitute a waiver, release or modification of any of the insurance coverages and endorsements required under this Agreement. Motor Carrier acknowledges that failure to provide a copy of a required insurance policy or certificate of insurance as requested by TRANSFLO may lead to termination of this Agreement.

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