



**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 are expected to abide by the provisions of the Access Agreement, TRANSFLO’s Motor Carrier Operating Provisions, 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. Provide your Standard Carrier Alpha Code (SCAC), if you do not have one, apply for one here: <https://secure.nmfta.org/New/Introduction.aspx>
3. 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.
4. Return the completed version of the Agreement and required insurance certificate, which meets or exceeds the minimum requirements outlined below to [TransfloAccess@transflo.net](mailto:TransfloAccess@transflo.net).

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

5. 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](mailto:CSX@ebix.com); OR
  - c) Fax: (770) 325-5692
6. Once all actions are 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”) whose Standard Carrier Alpha Code (“SCAC”) is \_\_\_\_\_ 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 Motor Carrier Operating Provisions and Applicable Law.** Motor Carrier acknowledges that it has received a current copy of TRANSFLO’s Motor Carrier Operating Provisions attached hereto and incorporated hereby as “Exhibit A.” 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 Motor Carrier Operating Provisions, 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 Motor Carrier Operating Provisions. Failure, however, of TRANSFLO to provide notice shall not relieve Motor Carrier from complying with TRANSFLO’s Motor Carrier Operating Provisions.
  
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 courtcosts.

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- 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.
- 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 Motor Carrier Operating Provisions, 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
  
  - 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

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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## **EXHIBIT A**

### **TRANSFLO MOTOR CARRIER OPERATING PROVISIONS**

#### **Purpose**

The purpose of this document is to establish operating and safety requirements, policies and procedures for motor carriers conducting operations within a TRANSFLO terminal.

#### **Motor Carrier Access**

Terminals are generally open to all motor carriers, but TRANSFLO reserves the right to restrict or deny access to any motor carrier or their personnel at TRANSFLO's sole discretion. All motor carriers using a terminal must follow and comply with these Motor Carrier Operating Provisions.

#### **Motor Carrier Access Agreement**

Each motor carrier, at the corporate level, must obtain an Access Agreement form from TRANSFLO and shall provide a signed copy thereof to TRANSFLO, prior to accessing a TRANSFLO terminal. Motor carriers using the terminals shall abide by the provisions of the Access Agreement, and any additional documents, local or otherwise, adopted by TRANSFLO.

#### **General Safety**

Every person shall exercise a high level of caution at all times while within a terminal. Every person shall take all steps necessary to remain informed of conditions and activities at terminals where on the terminal property. Every person shall attend safety training programs to promote the recognition of and appropriate response to terminal risks upon the reasonable request of TRANSFLO.

Before commencing activities at a terminal, unless already provided in advance by TRANSFLO, all non-terminal personnel shall request that TRANSFLO provide a safety briefing summarizing the safety and emergency requirements in effect at the terminal. For purposes of Premium Service transfers only, terminal personnel will place a TRANSFLO provided safety sign on the truck's windshield during each active transfer. The safety sign may only be removed by terminal personnel. For the purposes of Value Service transfers only, terminal personnel will place a TRANSFLO provided safety sign on the truck's windshield during each active transfer. For the Value Service transfer the safety sign may be removed by motor carrier after safely disconnecting and conclusion of the transfer.

Unless in a designated "safe area," such as the terminal office or break room, all personnel are required to wear hard hats, closed toe shoes with hard soles, safety glasses with side shields, full length pants, and shirts with sleeves at all times. Safety shoes are required for any active participant in the transfer process or within 25 feet of an active transfer. Any person within 25 feet of an active transfer must wear the Personal Protective Equipment ("PPE") required for that transfer. If not, that person must remain at a distance greater than 25 feet from the active transfer. Each person is personally responsible for supplying their own PPE.

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#### **Motor Carrier Driver Compliance**

When non-conformances to the TRANSFLO Motor Carrier Access Agreement or Motor Carrier Operating Provisions are identified by terminal personnel involving a motor carrier driver, a Driver Discipline Form will be completed by the terminal operator documenting the infraction. A copy will be shared with TRANSFLO and the motor carrier for each occurrence. These operating requirements ensure safe and compliant conditions for all persons on the property. Per the Driver Discipline Policy, TRANSFLO may elect to prohibit the driver from the terminal at any time for non-compliant behavior. Upon any driver infraction that results in a subsequent temporary or permanent ban, the completed Driver Discipline Form will be sent by the terminal to the TRANSFLO Regional Operations Manager. The TRANSFLO Regional Operations Manager will notify the motor carrier's management and TRANSFLO sales manager of the driver discipline taken.

TRANSFLO will document the infractions and implement the following 3 step process:

- Offense 1 – A warning to the driver and motor carrier.
- Offense 2 – A 14-day ban from the terminal and required safe driving course before returning.
- Offense 3 – A permanent ban from the terminal.

TRANSFLO has the right to immediately ban any driver for infractions such as fighting, discourteous behavior or harassment.

#### **Fire Protection**

Portable fire extinguishers are maintained throughout TRANSFLO terminals in accordance with OSHA regulations. The fire extinguishers are identified with signs and/or red stripes above extinguishers. Each person on the premises shall familiarize themselves with the extinguisher locations closest to their work area before commencing their activities.

Certain activities are restricted on TRANSFLO property, including but not limited to smoking and/or cell phone usage, except in designated areas.

#### **Safety Data Sheets**

As required by OSHA, TRANSFLO maintains a book of Safety Data Sheets (SDSs) for all hazardous chemicals present in the terminal. This book is available in the terminal office for review by any individual rightfully entering the Terminal.

#### **Speed Limit**

All vehicles shall observe a speed limit of 10 miles per hour while in a terminal unless otherwise posted.

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#### **Working Track Protection**

Any individual conducting self-loading transfers in TRANSFLO terminals, regardless of whether working during or after hours, shall ensure that the track on which they will be working has been protected by one of the following means in accordance with 49 CFR 174.67 (a):

- Switch Lockout and Blue Flag: Switch(s) providing access to the working track shall be lined against movement to that track and locked with an effective locking device (i.e., vandal-resistant, tamper-resistant, and capable of being locked and unlocked by workers within the TRANSFLO terminal). In addition, a DOT approved blue flag shall be installed at or near the switch or switches providing access to the track.

OR

Derail Protection and Blue Flag: Derail device restricting access to the track, positioned no less than 50 feet from the end of the last railcar. The derail device must be locked in a derailing position with an effective locking device. In addition, a DOT approved blue flag shall be installed at or near the switch or switches providing access to the track.

When a blue flag is placed during hours of darkness, a flashing blue light must be positioned on the flag device.

#### **Vehicle Protection**

Each driver is responsible for ensuring the safety of any vehicle brought onto TRANSFLO's property. TRANSFLO has the right to reject access to the terminal if a vehicle is leaking or require the motor carrier to fix the leaks before coming on property.

#### **Electrical Safety**

Each person shall comply with the following requirements regarding electrical safety at TRANSFLO terminals:

- All electrical equipment and cords shall be kept away from standing water. Ground-fault interrupter (GFI) circuits must be used, if feasible.
- Exposed wires shall be replaced immediately.
- Electrical cords crossing roadways shall be protected with safety cones or covers suited for truck traffic.
- Only electrical plugs with grounding pins shall be used.
- Electrical outlets shall be locked when not in use. If anyone needs access to outlets after hours, the terminal manager will provide access subject to the provisions of "After Hours Terminal Access" security measures noted elsewhere in this Publication.

#### **Personal Electronic and Electrical Devices**

The usage of personal electronic or electrical devices that are not essential for the health or safety of the user or persons in the immediate vicinity of the user is prohibited at all TRANSFLO terminals, with the following exceptions:

- While inside the terminal office, break room, other terminal building, or
- After hours while no moving equipment is present but not within 25 feet of the nearest rail, or
- Within a designated safe zone not within 25 feet of nearest rail.

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#### **After Hours Terminal Access**

During normal terminal business hours, security gates will typically be left in an open position providing easy access to TRANSFLO terminals. After-hours access to TRANSFLO terminals is not permitted except in limited circumstances with TRANSFLO's Operations Management prior approval. Written permission for after-hours loading must be obtained from TRANSFLO Operations Management in advance of the initial transfer taking place outside of standard hours. For motor carriers requiring after- hours access to conduct self-loading operations, the following must be completed:

- Access is subject to TRANSFLO and a designated motor carrier management person agreement on the use of a "multiple lock and chain" or other system so that TRANSFLO, railroad crews, motor carrier(s), etc. shall all have independent means to open terminal access gates.
- Motor carrier shall have a written key control system to ensure that no unauthorized persons have access to the terminal, and that it is known at all times which employees have keys and shall, upon request, provide TRANSFLO a detailed description of the system.
- Motor carriers at their expense shall provide and install track protection devices to ensure the track on which they will be working has been protected by either a Switch Lock out and Blue Flag or Derail Protection and Blue Flag. The driver shall not interfere with or obstruct the activity of the railroad serving the terminal during after-hours loading.
- Motor carriers shall close and lock gates behind them immediately upon both entering and exiting the terminal.

#### **Prior arrangements must be made with the terminal manager for the following:**

- Use of truck scales by motor carriers accessing a TRANSFLO terminal after hours
- After hours terminal lighting
- Terminal personnel must be present for all after hour pickups or loading of hazardous products and other sensitive commodities as designated by TRANSFLO HS&E personnel.

The terminal manager and Customer representatives shall determine appropriate emergency notification procedures prior to the start of any after-hours business.

#### **Terminal Housekeeping**

Housekeeping is an important part of maintaining a safe work environment. Customers, motor carriers and customer agents are required to assist in maintaining a clean, debris-free terminal by:

- Keeping loading areas free of debris and trash by using designated trash receptacles at the terminal;
- Disposing of all trailer and railcar seals in trash receptacles;
- Parking equipment only where designated by the terminal manager;
- Placing all equipment at an appropriate distance from the centerline of each track, in no event less than 9 feet from the centerline when not in use, to provide necessary clearance for rail operations. This is of particular importance for motor carriers utilizing the terminal after- hours, as most TRANSFLO terminals are switched by rail crews between the hours of 7:00 p.m. and 5:00 a.m.
- For all self-loading and value transfers, motor carriers and customer agents are responsible for immediately notifying TRANSFLO of any spill and for sweeping, vacuuming and properly disposing of any spilled product immediately following a transfer.

#### **Hot Work Permits**

Any motor carrier or other parties on the terminal needing to conduct cutting/welding operations must obtain a Hot Work Permit from the terminal manager prior to commencing work.

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**Security**

Motor carrier will allow, and will cause its employees and agents to allow, a search of motor carrier’s personal or other vehicles prior to exiting terminals. No photography allowed within a terminal without the prior approval of TRANSFLO Operations Management. TRANSFLO shall have no responsibility to motor carrier, its employees or agents for articles lost or stolen while in a terminal.

**Preloaded Trailer Protection**

Each motor carrier, at its own expense, is responsible for ensuring the safety of preloaded trailers stored on TRANSFLO’s property. Preloaded trailers must meet all requirements as designated by TRANSFLO.

**Indemnity and Insurance**

To the fullest extent permitted by applicable law, motor carrier hereby releases, and agrees to indemnify and hold harmless, TRANSFLO and its parent, affiliates and contractors and their respective directors, officers, employees, subcontractors, agents, successors and assigns (collectively for the purposes of this Document, 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 the condition or operations of equipment of motor carrier or its employees, agents or contractors or 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 Document; or presence at or use of the terminals, including, without limitation, Damages related to or for injury to or death of any person, loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody or control of the TRANSFLO Parties or motor carrier) and environmental contamination and damages including any related remediation required of or brought or recovered against the TRANSFLO Parties, 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 Document, 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.

A motor carrier accessing a terminal must have the following minimum insurance coverage’s in effect:

- a. Commercial General Liability Insurance: \$3,000,000 per occurrence, naming TRANSFLO and its affiliates as an additional insured and containing contractual liability coverage
- b. Automobile Liability Insurance: \$1,000,000 per occurrence, naming TRANSFLO and its affiliates as an additional insured and covering owned, hired or non-owned motor vehicles
- c. Worker’s Compensation Insurance: Statutory Amounts with waiver of subrogation rights where permitted by law
- d. Employer’s Liability Insurance: \$1,000,000 per occurrence per employee

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Policies shall contain waiver of subrogation rights endorsements except where prohibited by state law 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 on to or from a terminal, motor carrier's Commercial General Liability Insurance shall not exclude coverage for pollution liability. Prior to accessing a terminal, a motor carrier must provide TRANSFLO with certificates of insurance evidencing such coverage. 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 TRANSFLO's rights or the insurance coverage's and endorsements required under the terms and conditions of this Document.

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