



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 (MCAA)**. 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 **Motor Carrier Operating Provisions**, and any other documents stating our requirements, local or otherwise, adopted by TRANSFLO.

Required Actions:

Enclosed is the **Motor Carrier Access Agreement and Exhibit A – TRANSFLO Motor Carrier Operating Provisions**. 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.**

TRANSFLO’s minimum insurance requirements:	
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

5. Send a new **Certificate of Insurance**, complying with our requirements:
 - 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); OR
 - b) Email: 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 or email address, endeavor to notify Motor Carrier of amendments to the Motor Carrier Operating Provisions. Failure, however, of TRANSFLO to provide notice to Motor Carrier shall not relieve Motor Carrier from complying with TRANSFLO’s Motor Carrier Operating Provisions if TRANSFLO sent notification to Motor Carrier’s most recently provided street or email address.

3. 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.

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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.

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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Exhibit A - MOTOR CARRIER OPERATING PROVISIONS

GENERAL SAFETY

Exercise a high level of caution at all times while within a terminal. **IMMEDIATELY notify TRANSFLO Personnel of any injury or safety concern.** Motor Carriers are required to supply and wear the following minimum PPE while on TRANSFLO property:

- hard hats,
- closed toe shoes with hard soles,
- safety glasses with side shields,
- fulllength pants,
- shirts with sleeves at all times, and
- high-visibility vest or clothing.

Any person within 25 feet of an active transfer MUST wear the PPE required for that transfer or remain in the cab of their truck.

Tobacco and cell phone usage is only permitted in designated areas.

Each driver is responsible for ensuring the safety of any vehicle brought onto property. TRANSFLO has the right to reject vehicles and trailers if leaking, unsafe, missing necessary equipment for the transfer, or nonconforming to customer specifications. Motor carrier must perform corrective actions or repairs prior to return.

Safety Signage: TRANSFLO terminal personnel will place a safety sign on the truck's windshield during each transfer – *TRANSFER IN PROGRESS*.

- **Premium Service transfers:** Only TRANSFLO personnel can remove the sign when the transfer is complete.
- **Value Service transfers:** the motor carrier may remove the safety sign after safely disconnecting and conclusion of the transfer.

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

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. The terminal manager will provide access subject to the provisions of "After Hours Terminal Access" security measures.

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:

- Inside the terminal office, break room, other terminal building,
- 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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Exhibit A - MOTOR CARRIER OPERATING PROVISIONS

FIRE PROTECTION

TRANSFLO maintains portable fire extinguishers in accordance with OSHA regulations. The fire extinguishers typically located on transfer equipment and when mounted, they are identified with signs and/or red stripes. Motor Carriers should shall familiarize themselves with the extinguisher locations closest to their work area.

SAFETY DATA SHEETS

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

TERMINAL HOUSEKEEPING

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

- **IMMEDIATELY notify TRANSFLO of any spill or safety concerns.**
- Sweep, vacuum and properly dispose of any spilled product immediately following a transfer.
- Use tarps and spill pans beneath all transfer points.
- Keep loading areas free of debris and trash;
- Dispose of all trailer and railcar seals;
- Park equipment only where designated by the terminal manager;
- Place all equipment beyond 9 feet from the track centerline when not in use, to provide necessary clearance for terminal switching and rail operations.

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 TRANSFLO approval. 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 and security of preloaded trailers stored on TRANSFLO property. Preloaded trailers must meet all requirements as designated by TRANSFLO.

AFTER HOURS TERMINAL ACCESS

After-hours access to TRANSFLO terminal property is not permitted except in limited circumstances with written prior approval from TRANSFLO's Operations Management.

Self-Service Transfers:

- Motor Carriers approved for Self-Service transfers must comply with **CSX BROWZ** requirements.
- **Terminal security:** access is **subject to TRANSFLO 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.
- Close and lock gates immediately upon both entering and exiting the terminal.
- **Key Control:** 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.

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Exhibit A - MOTOR CARRIER OPERATING PROVISIONS

- **Track Protection:** in accordance with 49 CFR 174.67 (a), 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.

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

- Use of truck scales;
- After hours terminal lighting; and
- 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 representative shall determine appropriate emergency notification procedures prior to the start of any after-hours business.

MOTOR CARRIER DRIVER COMPLIANCE

TRANSFLO has implemented these *Motor Carrier Operating Provisions* ensure safe and compliant conditions for all persons on the property. When non-conformances are identified by terminal personnel, a **Driver Discipline Form** will be completed by TRANSFLO documenting the infraction. A copy will be shared with the motor carrier for each occurrence. Per the **Driver Discipline Policy**, TRANSFLO may elect to prohibit the driver from the terminal at any time for non-compliant behavior. For any infraction that results in a temporary or permanent ban, the completed **Driver Discipline Form** will be sent by the TRANSFLO Regional Operations Manager to 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 for a Driver indefinitely or permanently for infractions such as fighting, discourteous behavior or sexual/racial harassment.

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