



## **Instructions for Completing TRANSFLO's Contractor Terminal Access Agreement**

Prior to accessing a TRANSFLO terminal, all contractors must sign (at the corporate level) and return TRANSFLO's Contractor Terminal Access Agreement. To achieve compliance with this requirement, contractors 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 contractor accessing any TRANSFLO terminal is expected to abide by the provisions of the Access Agreement and any other documents stating our requirements, local or otherwise, adopted by TRANSFLO.

### **Required Actions:**

Enclosed is the Contractor Terminal Access Agreement. After reviewing this document, you must do the following:

1. Complete and sign the Contractor Terminal Access Agreement (NOTE: the effective date of the Agreement is the same date the Agreement is signed.)
2. Return the completed version of the Agreement to Ebix, Inc. 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
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 Contractor Terminal 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.

#### **TRANSFLO's minimum insurance requirements are as follows:**

<b>Commercial General Liability Insurance:</b>	\$5,000,000 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

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](mailto:CSX@ebix.com); OR
  - c) Fax: (770) 325-5692
5. Once all actions have been completed and proper documentation has been sent to Ebix, Inc., 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.\*\*\*

## Contractor Terminal Access Agreement

This Contractor Terminal Access Agreement (this “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by \_\_\_\_\_ (“Contractor”) in favor of TRANSFLO Terminal Services, Inc. (“TRANSFLO”) in consideration of TRANSFLO’s agreement to permit 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 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 Contractor, by TRANSFLO immediately on delivery of written notice of termination to Contractor.
2. Compliance with Terminal Rules and Applicable Law. Contractor shall, and shall cause its employees, subcontractors and agents to, abide by all Terminal operating, health, and safety rules, requirements, policies, and procedures, and all other TRANSFLO requirements, policies and procedures, copies of which have been provided to Contractor or of which Contractor has otherwise been made aware, e.g., through safety briefings and postings, as well as any and all applicable federal, state, local and trade laws, rules, regulations, ordinances, codes, judgments, orders and decrees applicable to Contractor’s Activities within the Terminal, including, but not limited to, the rules of the Association of American Railroads, Worker’s Compensation regulations and the regulations of the Occupational Safety and Health Administration (“OSHA”), and environmental regulations, as applicable.
3. Release and Indemnity. Contractor 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 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 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, 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 does not and shall not be construed to create between 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 (the “Activities”) to be engaged in by Contractor and related insurance requirements and additional provisions, if any, are described on the Addendum attached hereto and incorporated herein by reference (the “Addendum”). All Activities performed at the Terminal by Contractor shall be performed in a safe, good and workmanlike manner using qualified, experienced personnel and equipment which is in good, accurate condition and repair.

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6. Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed received upon personal delivery, or, if sent by certified mail, return receipt requested, three (3) business days following deposit of notice in the U.S. mail, or if sent by nationally recognized overnight courier service, the next business day following mailing. Notices shall be sent to the addresses set forth in the first paragraph of this Agreement, if to TRANSFLO, to the attention of Logistics.
7. Third Party Beneficiary. Nothing contained in this Agreement creates any third party beneficiary rights except to the extent an intent to do so is clear with respect to the language in the indemnity provisions.
8. Headings. The headings of the provisions of this Agreement are inserted solely for convenience of reference and are not a part of this Agreement and shall not in any way affect, govern, limit, or aid in the construction of any of the terms or provisions of this Agreement.
9. Interpretation and Venue. This Agreement and the contractual terms and conditions it establishes will be interpreted according to the laws of the State of Florida excluding the principles thereof regarding conflicts or choice of law. Any action or suit in connection with this Agreement shall only be brought in a court of competent jurisdiction in Duval County, Florida or the United States District Court for the Middle District of Florida. The parties hereto consent to the jurisdiction of said courts and waive any rights to move said courts to transfer venue of such action or suit, or to dismiss such action or suit for lack of personal jurisdiction, improper venue or forum non conveniens. In addition, the parties hereto consent to a non-jury trial for any such action or suit brought before the court. Although the Agreement is printed in a format prepared by TRANSFLO, it is the intention of the parties that the provisions of this Agreement be fairly interpreted, and not construed against TRANSFLO. If any portion or all of a provision of this Agreement is determined by a court of law to be illegal or unenforceable, the remaining portion of the provision, if any, and the other provisions shall remain in full force and effect, and binding upon the Customer and TRANSFLO. A failure by TRANSFLO or Customer to enforce a provision of this Agreement shall not constitute a waiver of that provision in the future.
10. Entire Agreement. This Agreement, along with the Addendum, contains the sole understanding and agreement between the parties with respect to this Agreement and supersedes 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 Contractor and TRANSFLO.
11. 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 Contractor Representative's Signature

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Print Contractor Representative Name

\_\_\_\_\_  
Date

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**ADDENDUM**

1. Description of Activities:
  
2. Insurance Requirements: 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: \$5,000,000 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

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. Prior to accessing a Terminal, Contractor 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 Contractor’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. Contractor 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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