



CARRIER ACCESS AGREEMENT

Parties:

South Florida Materials Corp. dba Vecenergy ("SFMC")

101 Sansbury's Way \_\_\_\_\_

West Palm Beach, FL 33411

Effective Date: \_\_\_\_\_

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

SCAC: \_\_\_\_\_ FEIN: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Number: \_\_\_\_\_

RECITALS:

- A. SFMC owns and operates various Product terminals ("Terminal(s)"). For purposes of this Agreement "Product(s)" means refined and/or blended petroleum products. ("Product(s)").
B. The above-identified carrier ("Carrier") desires to obtain access to, and ingress to and egress from, one or more of such Terminal(s) for the sole purpose of loading or delivering Product(s) into transport vehicles (the "Access Privileges").
C. SFMC is agreeable to granting the Access Privileges subject to the terms and conditions set forth in this Carrier Access Agreement ("Agreement").

immediately suspend Access Privileges with regard to any employee of Carrier that SFMC believes poses a threat to the safety of such employee or others.

2. Third Parties. If a Terminal is owned, leased or otherwise controlled in whole or in part by any third party ("Third Party"), Carrier must also strictly comply with any and all access, use, and other requirements of that Third Party relating to any such Terminal, as well as to any changes, amendments or modifications to those requirements.

AGREEMENT:

SFMC and Carrier hereby agree as follows:

1. Terminal Privileges/Employee Designation.

(a) These provisions apply to all Access Privileges granted from time to time by SFMC or any Third Party (as defined herein) for all Terminal(s) designated by SFMC from the date hereof. SFMC may, in its sole discretion, change, amend, modify or terminate the Access Privileges during the term of this Agreement, and any such change, amendment, modification or termination will become binding upon Carrier immediately upon notification by SFMC.

(b) Carrier shall designate in writing to SFMC the names of Carrier's employees it desires to authorize to use the Access Privileges for each designated Terminal by submitting a completed form of authorization in the form attached to this Agreement as Exhibit A or another form acceptable to SFMC. By submitting an employee to SFMC for authorization, Carrier represents that the employee is competent and properly trained in the operation of his equipment. Upon receipt and review of the information presented, SFMC will grant Access Privileges to the properly designated employees in accordance with the terms of this Agreement. In addition to the other rights reserved hereunder, SFMC reserves the right, in its sole discretion, to

3. Accounts; Access Procedures. Except for Non-Automated Terminal(s) (as provided below), Carrier must use an account number, account card, driver access card or other method as designated by SFMC or any Third Party as a condition of access to the Terminal(s). At those Terminals where automated terminal equipment is not utilized ("Non-Automated Terminals"), SFMC and/or the Third Party will notify the Carrier of the appropriate access procedures. Carrier cannot load any Product(s) without first providing SFMC or the Third Party with an acceptable account number. Following the Effective Date, SFMC and/or the Third Parties will notify Carrier of the required method of exercising Access Privileges at the designated Terminals and will provide Carrier with access cards and/or other materials as such party deems appropriate. All cards or other materials furnished by SFMC or a Third Party hereunder, as well as any replacements thereof, are the property of such party and may be used only for the exercise of the Access Privileges, and may not be duplicated by Carrier. Account cards or similar materials (the "Account Materials") for the parties for whom Carrier will load Product(s) must be safeguarded and kept confidential by Carrier at all times. Carrier may not use Account Materials for any party other than the party for which it is loading or delivering Product(s) under this Agreement. Carrier must immediately notify SFMC of any misappropriation, theft or loss ("Misappropriation") of any account numbers, Account Materials, driver access cards or

related materials that were in the Carrier's custody at the time of Misappropriation. Carrier will be solely responsible for payment to SFMC for all damages resulting from any such Misappropriation prior to receipt by SFMC of telephonic notification from Carrier followed by prompt written email notice of the Misappropriation. All telephone notices must be made to posted local Terminal Supervisor (or as otherwise designated by SFMC). Email notice must be sent to SFMC at *customersupport@vecenergy.com*, Attn: Customer Support Services, within 24 hours following such telephonic notification.

4. Compliance with Laws and Terminal Rules. Carrier agrees to abide by all applicable laws, orders, rules, and regulations ("Laws") promulgated by any federal, state or local governmental authority having jurisdiction with respect to use of the Terminal(s), and the loading, handling, transportation or storage of the Product(s). Such Laws include, but are not limited to, the U.S. Clean Air Act and regulations promulgated thereunder, and applicable Department of Transportation Regulations. Carrier must comply with all posted signs and other rules and regulations as may be issued from time to time by the designated Terminals and SFMC with respect to the use of the Terminals. All changes to the rules and regulations of the Terminals will be effective as soon as they are posted at the applicable Terminal. Exhibit B lists the minimum requirements that Carrier must comply with in connection with the Access Privileges under this Agreement.

5. Safe Delivery. SFMC may (but is not obligated to) refuse to deliver any Product(s) into any transport vehicle furnished by Carrier if SFMC or any Third Party, in the sole discretion of each, believes that it would be a violation of any Law or dangerous or hazardous to persons or property for the Product(s) to be delivered into, contained in or transported by such transport vehicle. SFMC will not be liable to Carrier or any other person by reason of any such refusal. SFMC or any Third Party will not be required to investigate whether it is unsafe or hazardous for the Product(s) to be delivered into, or contained or transported in, any such vehicle.

6. Termination. The Access Privileges are temporary in nature and may be terminated by SFMC or any Third Party in their sole discretion, in whole or as to any one or more Terminal(s), or as to any one or more employees of Carrier, at any time by providing notice of termination. Any termination will be effective immediately upon notification to Carrier. Upon termination, Carrier must immediately return or cause to be returned to SFMC all driver access cards or other materials furnished to Carrier. SFMC or any Third Party may, at any time and for any reason during the term hereof, deny access to any of the Terminal(s).

7. Indemnity. **To the fullest extent allowed by applicable law, Carrier agrees to indemnify, hold harmless, and defend SFMC, each of its affiliates and subsidiaries, and each of their respective officers, directors, agents, employees, representatives, successors, assigns**

**(collectively, "SFMC and its Affiliates") from and against any and all claims, demands, damages, fines, penalties, losses, causes of action, liabilities, and judgments (collectively, "Claim(s)") of every kind (including all expenses of litigation, court costs, and reasonable attorney's fees), for damage to any property or injury to or death of any person (including, but not limited to, employees of Carrier) resulting from, arising out of, or in any way connected with the acts or omissions to act of Carrier, its officers, agents, employees, representatives, and contractors (collectively, the "Carrier Parties"), except to the extent any such Claim is caused by the willful misconduct or gross negligence of SFMC and its Affiliates. To the fullest extent allowed by applicable law, Carrier must also indemnify, hold harmless, and defend SFMC and its Affiliates from and against any and all Claim(s) resulting from, arising out of, or in any way connected with, any breach of this Agreement by any of the Carrier Parties or the failure of any of the Carrier Parties to comply with any Laws including, but not limited to, fines, penalties, and monetary sanctions imposed by any governmental entity, or political subdivision or agency thereof, associated with any such failure. Notwithstanding any provision in this Agreement, in no event shall SFMC be liable to Carrier for claims for consequential damages, including indirect damages and delay damages, lost business, lost profits and the like resulting in any way from this Agreement.**

8. Insurance Requirements. Carrier must at all times comply with all Laws with respect to worker's compensation, employer's liability and occupational disease insurance. Carrier must obtain and furnish to SFMC at the address set forth above (c/o Carrier Insurance Administration) certificates of insurance reflecting that Carrier has in force and effect the types and amounts of insurance set forth in Exhibit C attached hereto and made a part hereof, with companies reasonably satisfactory to SFMC. SFMC may, at its sole discretion, change any and all coverages set forth in Exhibit C by delivering a revised form thereof to Carrier, and Carrier agrees to be bound by the terms thereof. Furthermore, Carrier must comply with all insurance requirements of any Third Party.

9. Department of Transportation Regulations. Prior to transporting any Product(s) or detergent additives loaded at or delivered to the Terminal hereunder, Carrier and its drivers must:

- a. Make, or cause to be made, the following certifications on the product transfer documentation covering the Product, or detergent additives received:

"If required by 49 CFR 172.204, this is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

“Carrier hereby certifies that the cargo tank used for this shipment is a proper container for the commodity loaded therein and complies with Department of Transportation specifications, and certifies the cargo tank is properly placarded and marked to comply with regulations pertaining to hazardous materials”; and

- b. Always have in any vehicle transporting Product(s) or detergent additives during transportation of the Product(s) the most current edition of the Department of Transportation Emergency Response Guidebook pursuant to the requirements of 49 CFR 172.602, as amended.
- c. Prepare and implement a DOT security plan in accordance with the provisions in 49 CFR 172.802. As applicable, the Carrier security plan should address the “En-route Security” requirements under 49 CFR 172.802(a)(3) as follows:
  - Carrier Security
  - Route Security

10. Entire Agreement; Choice of Law. This Agreement and (where applicable) any transportation services agreement to which SFMC and Carrier are parties constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes and terminates as of the date hereof, any prior agreement between the parties hereto covering the loading or delivering of Product(s) at any Terminal(s), subject, however, to all rights, liabilities, and obligations accruing under any such prior agreement before said date of termination. This Agreement is governed by the laws of the State of Florida.

11. Assignment. The terms and conditions hereof are binding upon, and will inure to the benefit of the parties hereto, their respective legal representatives, successors, and assigns; provided, however, Carrier may not assign any of its rights, privileges, duties or obligations hereunder without the prior written consent of SFMC.

12. Severability. If any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**SFMC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Carrier**

Carrier: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
CARRIER ACCESS AGREEMENT**

**ACCESS AUTHORIZATION**

Carrier hereby authorizes the following identified employees to exercise the Access Privileges granted to Carrier under and in accordance with the terms and conditions of that certain Carrier Access Agreement between SFMC and Carrier (“Agreement”).

Names of Carrier / Employee drivers:

Driver’s License Numbers:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Carrier:**

\_\_\_\_\_

Carrier may from time to time add, delete or substitute employees under this Exhibit A by giving email notification of such change to SFMC c/o Carrier Insurance Administration at *carrier insurance@vecenergy.com*, specifying the Terminal involved, and providing all information required with respect to any new or substituted employee. Any such addition, deletion or substitution will be subject to all terms and conditions of the Agreement.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B**  
**CARRIER ACCESS AGREEMENT**

**SAFETY PRACTICES AND ACCESS SYSTEM**

1. All of Carrier's employees or agents entering a Terminal must be trained in all safety and security requirements of the Terminal and must strictly follow those requirements (including any requirements regarding protective or fire-retardant clothing). Carrier is solely responsible for compliance with all applicable laws and regulations applying to safety, including the Occupational Safety & Health Act (OSHA). To the fullest extent permitted by law, Carrier agrees to indemnify and hold SFMC harmless with respect to any penalties or fines for Carrier's (and those acting on behalf of or under Carrier) violations thereof or for injuries or death resulting from Carrier's non-compliance with the safety requirements of this Agreement.
2. All tank trucks must display placarding in accordance with applicable federal, state, and local laws, rules and regulations.
3. All tank trucks and related equipment must be maintained in a safe condition, free from leaks and in all respects suitable for loading.
4. Drivers loading any Products must remain in attendance at the loading equipment at all times during the loading process. Loading valves may not be blocked open. For asphalt loading, if Terminal automation operates the pumps, drivers loading asphalt must attend the loading spout and are responsible for monitoring the loading process and presetting the automation when to shut down the asphalt loading pumps. In addition, asphalt drivers are responsible for ensuring that their trucks and trailers are suitable for loading hot asphalt, i.e., they are water and flammable hydrocarbon free.
5. When the loading rack space is clear, the driver is to proceed to proper loading position, come to a complete stop and shut down engines and all electrical equipment. All engines must be turned off while waiting for a loading position to become available.
6. Drivers loading flammable products (including asphalts loaded above their flash points) must immediately ground tanks and loading spouts upon stopping at a loading position. Grounds may not be removed until other loading equipment has been removed from the truck after loading.
7. No work or repair of any kind may be performed on the tractor or trailer while at the loading rack. If a truck stalls or cannot be started while at the loading rack, it must be towed away from the rack before any work is performed to get it started. No units may be pushed from the rack area nor may jumper cables be utilized inside Terminal gates.
8. In the event of a spill (of any size) the truck must not be started or moved until the spill has been cleaned up, unless otherwise expressly directed by Terminal personnel. **Terminal personnel and SFMC must be immediately notified of any spill.**
9. Smoking is not permitted inside the Terminal gates. No loitering is permitted inside the Terminal gates.
10. Only authorized drivers are permitted inside the Terminal gates (i.e., no passengers).
11. Emergency telephone numbers are posted, and all drivers must be familiar with them. Emergency firefighting equipment is located in the loading rack area, and all drivers must be familiar with the locations.
12. Before using the loading facilities, a driver must complete the training described above; and have loaded, at the facility, during daytime hours when the Terminal is manned, a sufficient number of loads to satisfy SFMC and/or the Terminal that the driver understands the procedures.
13. Drivers finding any questionable conditions existing upon arrival at a Terminal (e.g. gate open, unlocked or damaged; loading rack vandalized; loading arm in other than correct rest position; all lights out) shall immediately contact SFMC (or its designated representative) before proceeding beyond the discovered condition.

**EXHIBIT C**  
**CARRIER ACCESS AGREEMENT MINIMUM**  
**INSURANCE REQUIREMENTS**

**1. Commercial Auto Liability**

- (i) Limits not less than \$1,000,000 per occurrence
- (ii) Coverages:
  - (1) owned vehicles
  - (2) hired vehicles
  - (3) non-owned vehicles
  - (4) environmental restoration in accordance with MCS-90 endorsement as prescribed under sections 29 and 30 of the Motor Carrier Act of 1980
- (iii) “South Florida Materials Corp., each of its subsidiaries and affiliates, and each of their officers, directors, and employees” (collectively, “SFMC Insured’s”), must be named as additional insured’s on all Business Auto policies.
- (iv) Coverage may consist of primary and excess of policies.
- (v) Coverage is to be primary and non-contributory to any insurance coverage carried by the SFMC.
- (vi) Coverage is to include ISO endorsement Pollution Liability\_ Broadened Coverage for Covered Autos, CA 9948, or its insurance equivalent
- (vii) Carrier and its insurers agree to waive their rights of subrogation against the SFMC Insured’s under all policies described herein.

**2. General Liability**

- (i) Commercial Liability- Limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (ii) Coverages: Premise Liability, Products/Completed Operations, Fire Damage and Medical Expense. Contractual Liability
- (iii) “South Florida Materials Corp., each of its subsidiaries and affiliates, and each of their officers, directors and employees” (collectively, “SFMC Insured’s”), must be named as additional insured’s on all Commercial Liability policies.
- (iv) Coverage is to be primary and non-contributory to any insurance coverage carried by the SFMC.
- (v) Carrier and its insurers agree to waive their rights of subrogation against the SFMC Insured’s under all policies described herein.

**3. Workers’ Compensation/Employer’s Liability**

- (i) Workers’ Compensation insurance must be maintained to comply with the statutory limits, including occupational disease, for the state in which operations are conducted.
- (ii) Employer’s Liability Coverages:
  - A. \$500,000 per accident
  - B. \$500,000 disease, each employee
  - C. \$500,000 disease, policy limit

**4. Carrier and its insurers agree to waive their rights of subrogation against the SFMC Insured’s under all policies described herein.**

5. Carrier agrees that it is solely responsible for all premium payments, audits, deductibles, retro adjustments or any other payments due insurers by Carrier and that the SFMC insured’s have no liability therefore.

6. All policies must require that the insurer provide SFMC with at least 30 days’ notice of any cancellation or non-renewal of coverage. Carrier must have its insurers provide certificates of insurance to SFMC evidencing that the coverage required herein is in full force and effect throughout the term of the Agreement.

7. Please forward your certificate of insurance to [carrierinsurance@vecenergy.com](mailto:carrierinsurance@vecenergy.com) for review.

**8. Call (954) 278-9136 with any questions.**