



**TERMINAL ACCESS AGREEMENT**  
**BULK OPERATIONS**

**CARRIER**

VENTURA TRANSFER COMPANY

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

2418 E. 223<sup>rd</sup> Street  
Long Beach, CA 90810

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

TEL: 310-549-1660  
FAX: 310-834-4844 (Safety)

U.S.D.O.T. No. \_\_\_\_\_  
I.C.C.: MC No. \_\_\_\_\_

This Terminal Access Agreement ("Agreement") is made and entered into on \_\_\_\_\_, 20 \_\_\_\_ by and between Ventura Transfer Company, a California corporation, hereafter referred to as "Ventura" and \_\_\_\_\_ hereafter referred to as "Carrier." Ventura provides terminal site(s) ("Terminal(s)") to facilitate the transfer of products in bulk from railcars into tank trailers. Carrier is an independent entity lawfully authorized to transport and/or arrange for the transport of products for its own account or as a broker for third parties. Carrier is not an agent, employee or contractor of Ventura. As an independent entity, Carrier is granted access to the Terminal and is expressly subject to the terms and conditions herein, which may be revoked by Ventura at any time. The term "carrier" as used herein includes Carrier's drivers, and other employees, whether direct employees, contract employees, subhaulers, agents, subcontractors, independent contractors, invitees or licensees of any kind.

In consideration of Ventura granting to Carrier the privilege of access to the Terminal and permission for product loading/unloading operations and all acts incidental thereto, the parties hereto agree as follows:

1. **TERMS AND CONDITIONS**

The safe and orderly conduct of Ventura's business and that of its invitees and licensees requires that certain procedures be followed at the Terminal. The procedures required for the loading/unloading of trucks and tank trailers are set forth in "Attachment A" (Terminal Policies and Procedures) attached hereto and made a part hereof. These procedures may be modified by Ventura in its sole discretion at any time, and shall become binding upon Carrier immediately upon notification by Ventura. As a condition for access to the Terminal, Carrier agrees to comply with these procedures.

2. **COMPLIANCE WITH LAWS and SAFE DELIVERY**

Carrier agrees to abide by all laws, orders, rules and regulations ("laws") promulgated by any federal, state or local governmental authority having jurisdiction with respect to use of the Terminal, and the loading, handling or transportation of the product(s). Carrier further agrees it is solely responsible to insure that its employees are fully trained and in compliance of such laws.

Ventura reserves the right to refuse to deliver any product(s) to any truck or trailer furnished by Carrier if Ventura, in its sole discretion, believes that it would be a violation of any law, dangerous or hazardous to persons or property for the product(s) to be delivered into, contained in, or transported by such truck or trailer. Ventura shall not be liable to Carrier or any other person, firm or corporation by reason of any such refusal.

3. **INDEMNIFICATION**

To the fullest extent permitted by law, Carrier shall defend, indemnify and hold harmless Ventura, and its officers, directors, agents, employees, representatives, affiliates, successors and assigns from and against all claims, demands, damages, fines, penalties, losses, causes of action and expenses, including, but not limited to attorney's fees, arising out of or resulting from Carrier's performance, non-performance and/or breach of the terms and conditions of this Agreement (including attachments hereto), or in any way related to Carrier's presence at or use of the Terminal.



**TERMINAL POLICIES and PROCEDURES**  
**BULK OPERATIONS**  
**ATTACHMENT - A**

In order to insure the safe and orderly conduct of Ventura Transfer Company's ("Ventura") business and that of its invitees and licensees the parties hereto have executed a Terminal Access Agreement, and this Attachment A is expressly made a part thereof. Ventura requires that, in addition to the terms and conditions of the Terminal Access Agreement, the following procedures be followed, and, as a condition for access to the Terminal, Carrier agrees to comply with these procedures.

1. Carrier's drivers must be properly trained in operating Carrier's equipment and in the proper handling of the product to be transported. Further, drivers may be required to display a valid Commercial Drivers License with appropriate endorsements and/or company identification before loading or unloading is permitted.
2. Drivers must wear safety goggles, hardhat, work boots and gloves at all times when out of their cab and in the loading/unloading area. In addition, drivers must properly wear product-specific personal protective equipment as required by regulation or as directed by Ventura personnel.
3. Drivers are required to honor the **15 mph speed limit** in all terminals.
4. Upon arrival for loading/unloading at manned Terminals, drivers must present the following: Order number, Product identification, Shipper, Consignee and Destination information, Quantity to be loaded/unloaded; for liquid loads, an accurate tank calibration chart, and, upon request, evidence of the prior product transported (bill of lading, cleaning certificate, etc). For food grade shipments, proof of products transported will be required of the prior three (3) loads.
5. Upon arrival at a manned Terminal, drivers are to park in the waiting area and immediately report to the office for instructions. **DRIVERS ARE NOT TO WAIT ON THE SCALES**, nor are they permitted to leave their equipment unattended without authorization from Ventura personnel. Only the authorized driver is permitted in the loading/unloading area. Passengers are prohibited.
6. Carrier is required to provide the proper hose(s) suitable for transloading the product.
7. Motor transport equipment must have a 10 lb./20 lb. ABC fire extinguisher and current inspection decal.
8. Transport vessels MUST display all current inspection dates and markings (i.e. V, I, K, P, T; FHWA inspection decal).
9. Transport vessels and hoses are to be clean, dry and odor free, unless the Shipper has provided and Ventura has accepted written authorization relieving Ventura of any responsibility for such inspection.
10. No transport vessel will be permitted access to a Ventura terminal where it contains any residue of a flammable, poisonous, explosive, radioactive or similarly dangerous product. Transport vessels showing any sign of leaking will also not be permitted access to Ventura's terminals.
11. Smoking is not permitted anywhere in the Terminal, except where specifically designated by Ventura personnel.
12. Terminals are open 6:00 AM to 4:00 PM Monday through Friday, excluding holidays. Loading/unloading is by appointment only, and will be given priority in the order in which they are received. Any driver arriving 15 minutes or more after a scheduled appointment time must wait until the next available transfer time. Ventura will work with the Carrier to expedite the process, but reserves to it self the sole authority to schedule a day's transfers based on the Terminal's operational needs.
13. Ventura is NOT responsible for any loading/unloading demurrage (detention) time/charges or any other charges incurred as a result of Carrier's presence or activities while at the Terminal.
14. In the event Carrier is authorized to operate in a Terminal without direct supervision by Ventura personnel, Carrier must promptly comply with all railroad personnel instructions (including disconnecting hoses for terminal switching), proper placement and removal of "Blue Flag" (Men at Work) signs, proper rail car securement, loading and unloading procedures, and any other requirements communicated to Carrier by Ventura. Carrier agrees to pay any fines or penalties that may be imposed upon Ventura or the Carrier as a result of non-compliance.
15. Ventura reserves the sole right and authority to disqualify any driver and/or Carrier from Ventura's terminals.
16. Cell phones or other two-way communication devices may not be used in the loading/unloading area.

**COMMUNICATING WITH VENTURA TRANSFER COMPANY**

<b>Customer Service:</b>	Telephone: 310-549-1660	<b>Emergency/Safety:</b>	Telephone: 310-549-1665, Ext 303
	FAX line: 310-518-1411		FAX line: 310-834-4844

Nothing in this document limits Carrier's responsibility to comply with any and all lawful rules and regulations as applicable. Carrier represents by its authorized signature below that it agrees and will conform to all of the requirements and procedures contained herein.

"Carrier" _____	Operations contact: _____
Signed: _____	Phone/FAX: (____) _____ / _____
Title: _____	24-Hour emergency contact: _____
Dated: _____	Phone/page: (____) _____ / _____