

TERMINAL ACCESS AGREEMENT
DEPOT / WAREHOUSE OPERATIONS



CARRIER

VENTURA TRANSFER COMPANY

Name: _____

2418 E. 223rd 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 container depot and warehouse operations. Carrier is an independent entity lawfully authorized to transport and/or arrange for the transport of freight 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, subhauliers, 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 to pick up or deliver containers at Ventura's container depot or freight at Ventura's warehouse 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 pick-up and delivery of containers in the Terminal or freight at the warehouse 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, unloading, handling or transportation of freight. 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 container(s) or other freight 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 container(s) or other freight 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.

4. INSURANCE

During the term of this Agreement or any period which Carrier has access to the Terminal, Carrier, at its sole expense, shall maintain insurance policies described below providing coverage with respect to operations performed in or on the Terminal premises, including but not limited to coverage for environmental damage and pollution losses. The limits of insurance to be carried by Carrier shall not be less than the minimum amount required by law and, in addition, will not be less than:

- (a) Workers' Compensation - as provided by statute;
- (b) Auto Liability -- \$1,000,000 Bodily Injury and Property Damage
- (c) Comprehensive General Liability -- \$1,000,000 Bodily Injury and Property Damage
\$1,000,000 Products/Completed Operations Aggregate
\$2,000,000 General Aggregate
- (d) Employer's Liability -- \$1,000,000
- (e) Cargo -- \$100,000 per occurrence

Carrier's insurance policies shall be issued by insurance companies authorized to cover risks in the state in which the Terminal is located, rated "A-" or better by Bests, and shall contain a provision that obligates the insurance companies to notify Ventura in writing at least 30 days prior to any cancellation, renewal, substitution or material alteration. **VENTURA IS TO BE LISTED AS AN ADDITIONAL INSURED** under Carrier's policies of insurance, which shall contain endorsements stating that they are primary and not excess over or contributory with any insurance covering Ventura. Carrier's insurers are to provide Ventura with certificates of insurance evidencing the coverage and terms required by this Agreement.

5. ARBITRATION

Any dispute between the parties concerning their respective rights and obligations under this Agreement shall be resolved by arbitration before a single neutral arbitrator in accordance with the Commercial Arbitration Rules of The American Arbitration Association ("AAA"); and all proceedings and hearings in connection with such arbitration shall be held at the offices of the AAA in Los Angeles, California. The arbitrator shall be selected by the parties from a list of arbitrators provided by the A.A.A., and if the parties are unable to agree on an arbitrator within fifteen (15) days after receiving the list from the A.A.A., then the arbitrator shall be selected by the A.A.A. In addition to any damages or other relief awarded by the arbitrator, the prevailing party in such dispute shall be entitled to recover its cost of arbitration and, not as damages, such sum as the arbitrator shall adjudge to be reasonable attorney's fees.

6. MISCELLANEOUS

This Agreement and any addenda issued hereunder shall be effective only when accepted in writing and executed by a duly authorized agent of Ventura and a duly authorized agent of Carrier. This Agreement is binding upon the parties hereto, their successors and assigns; constitutes the entire Agreement of the parties, and shall be construed under the laws of the State of California.

Any notice, order or demand required or permitted to be given under this Agreement to either party, other than a request for service, shall be in writing and conveyed to the party to be notified at the address indicated above or such other address as either party may designate in writing.

Carrier's authorized representative acknowledges that he has read this document and Attachment A attached hereto for and on behalf of Carrier, and Carrier agrees to all of the terms and conditions.

VENTURA TRANSFER COMPANY

CARRIER: _____

SIGNED: _____

SIGNED: _____

TITLE: _____

TITLE: _____

DATED: _____

DATED: _____

TERMINAL POLICIES and PROCEDURES
DEPOT / WAREHOUSE 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 are required to display a valid Commercial Drivers License with appropriate endorsements before loading or unloading is permitted.
2. Drivers must wear work boots and gloves at all times when out of their cab and in the loading/unloading area.
3. Drivers are required to honor the 15 mph speed limit in all terminals.
4. Upon arrival for loading/unloading, drivers must present Tank numbers and delivery information.
5. Upon arrival at the Terminal, drivers are to park in the waiting area and immediately report to the office for instructions.
6. Motor transport equipment must have a 10 lb./20 lb. ABC fire extinguisher and current inspection decal, if required.
7. Transport vessels must show proof, upon demand, of current FHWA inspections.
8. Trailers must be free of debris, and will not be loaded if residue is found on the deck area. Further, all containers must be properly and safely secured to the deck before receipt or release from the terminal. Ratchet straps are not acceptable.
9. Transport vessels showing any sign of leaking will not be permitted access to Ventura's terminals.
10. Ventura will not accept any transport vessels deemed unsafe during its inspection process.
11. Smoking is not permitted anywhere in the Terminal, except where specifically designated by Ventura personnel.
12. Terminals are open 7:00 AM to 3:30 PM Monday through Friday, excluding holidays. Loading/unloading will be given priority in the order in which they are received. Ventura will work with the Carrier to expedite the process, but reserves to it self the sole authority to schedule a day's work based on the Terminal's operational needs.
13. Ventura is NOT responsible for any loading/unloading demurrage (detention) time/charges.
14. Ventura reserves the sole right and authority to disqualify any driver and/or Carrier from access to Ventura's terminals.

COMMUNICATING WITH VENTURA TRANSFER COMPANY

Customer Service:

Tel: 310-549-1660

Fax: 310-518-1411

Emergency/Safety

Tel: 310-549-1660 x303

Fax: 310-834-4844

General:

Tel: 310-549-1660

Fax: 310-835-9175

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: (_____)_____/_____