

**MASTER TRANSLOAD AND DRAYAGE AGREEMENT**

This Agreement is made by and between **UNION PACIFIC DISTRIBUTION SERVICES COMPANY**, a Delaware corporation (hereinafter "Company"), having an office at 206 South 19th Street, Omaha, NE 68102 and **Transload Company** a **State** corporation (hereinafter "Contractor"), having an office at

**RECITALS:**

Company wishes to establish a program wherein it will publish transportation rates for and coordinate the through movement of the commodity(ies) described in Exhibit A hereto attached and hereby made a part hereof (hereinafter "Commodity"), shipped via rail from or to **Transload Company** Facility in **City, State** (the "Transload Facility")

Contractor wishes to provide transload and drayage service for the Commodity when shipped by rail from or to the Transload Facility.

The parties are entering into this Master Transload and Drayage Agreement with the intent that it set forth the terms and conditions for all current and future transload and drayage operations performed by Contractor for Company at the locations identified in Exhibit A, as amended from time to time.

When used in this Agreement, "Railroad" shall mean Company's parent company Union Pacific Railroad Company, a Delaware corporation.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**1. TERM:**

This Agreement shall become effective as of \_\_\_\_\_, and expire on \_\_\_\_\_, (hereinafter "Initial Term") and shall be automatically renewed for four (4) additional one-year periods unless either party gives the other party written notice at least sixty (60) days prior to the end of the Initial Term or the anniversary date of any subsequent term of its election to terminate this Agreement at the end of such period.

**2. INDEPENDENT CONTRACTORS:**

It is the intention and agreement of the parties that Contractor and its employees, agents and subcontractors will be and shall remain independent contractor (s) with its or their own employees and subcontractors and shall not be considered employees of Company or Railroad, and all provisions of this Agreement will be interpreted in accordance with that intent and agreement.

**2. AMENDMENT OF EXHIBIT A AND CONTRACTOR SERVICES :**

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The attached Exhibit A identifies rates and the location(s) at which Contractor shall provide transload and drayage service for Company under the terms of this Agreement. Exhibit A may be amended from time to time, with the consent of the parties, to either add or delete rates and locations at which Contractor shall provide service for Company. An amended Exhibit A shall supercede all prior such Exhibits attached hereto, and the rates and the locations identified therein shall become subject to the terms of this Agreement.

The Contractor agrees to perform, either directly or through its agents or independent contractors, the following services (hereinafter "the Work"):

- (a) Monitor arrival and switching of all inbound or outbound rail cars.
- (b) Load/unload rail cars in a timely manner and in compliance with Company and its Shipper's specifications.
- (c) Inspect Commodity and report any loss or damage of the Commodity. Document in detail all claims for loss and damage of Commodity. Assist in the resolution of all claims for loss and damage with the motor carrier or rail carriers.
- (d) Provide for storage of product, including operation of any necessary warehouse, and maintain inventory reports as agreed by Company and Contractor.
- (e) Schedule pick-up or delivery between Customer and motor carrier when required.
- (f) Load out-bound rail cars as scheduled in a safe and timely manner and in accordance with Customer and railroad specifications.
- (g) Provide accessorial services as required; such services will require prior approval from Company and if approved will be paid by Company in accordance with provisions set forth in "Compensation." and
- (h) Provide motor carrier drayage service as required by Company and/or Customer.

**3. MAINTENANCE OF CLEAN AND SAFE CONDITIONS:**

Contractor shall maintain the Transload Facility, identified in Exhibit A, in a clean and safe condition, free from debris, vermin, refuse and dangerous conditions.

Contractor shall visually inspect all rail cars for defects, leaks, moisture or foreign material prior to loading. Contractor shall promptly reject any rail car that has defects, leaks, and moisture or contains foreign material that makes the rail car unsuitable for loading. Contractor is solely responsible to insure that cargo is loaded into safe, legal and clean railcars and truck trailers.

**4. CONTRACTOR OBLIGATIONS:**

- (a) The Contractor shall employ and/or contract with and direct (or cause the employment and direction of) all persons performing any services hereunder, and such persons shall be competent and qualified to do the work and shall be and remain subject to the control and direction of the Contractor, its agents or subcontractor(s), without limitation (even though they

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are working on or about the facilities and/or equipment of third parties) and shall not be the employees or subject to the direction and control of the Company or Railroad, it being the intention and agreement of the parties hereto that the Contractor and Contractor's agents, employees and subcontractors shall be and remain an independent contractor (s) and that nothing herein contained shall be construed as inconsistent with that status.

(b) Contractor represents and warrants that it is fully qualified and adequately equipped to perform the transportation services described herein and that the Contractor will comply with all applicable regulations of the Department of Transportation, including without limitation drivers' hours of service and records thereof, driver qualification and physical requirements, and equipment maintenance standards and reportings.

(c) Contractor at its expense shall provide all necessary equipment, (except rail cars) fuel, supplies, labor, tools, and materials and shall maintain all equipment in good repair and safe and efficient condition

(d) Contractor, its agents or subcontractors shall pay all taxes, assessments, fees, and charges of any kind whatsoever imposed upon the Contractor, its agents or subcontractor(s) for or because of the services to be performed by the Contractor, its agents or subcontractor(s) hereunder, for use of highways, use or operation of any equipment in such service or operation, or sale, purchase, or use of fuel or supplies for the equipment of the Contractor, or Contractor's agents or subcontractor(s).

(e) Contractor shall be responsible for paying all rail and motor carrier demurrage, storage and detention charges and for complying with all applicable demurrage, storage and detention rules issued by such railroads and motor carriers. Any exceptions to this requirement will be noted on Exhibit A. Company shall have no responsibility for paying any demurrage, storage or detention charges.

(f) Contractor is solely responsible at its expense for correcting all under or overloaded railcars loaded by the Contractor. Contractor shall adjust lading weight to conform with proper shipping weight requirements within twenty-four (24) hours of notification by Railroad, Company, or Customer that an under or overloaded condition exists and rail car is placed at a location where transloading is possible. Contractor shall be solely responsible for any costs incurred for switching cars to a location for transloading and/or re-weighing cars and/or for unloading material from rail cars to achieve proper shipping weight.

(g) Contractor shall comply with the loading and delivery schedule(s) specified by employees, agents or subcontractors of Company, shipper(s) and consignee(s) with respect to transportation of freight tendered to Contractor under this Agreement. Contractor shall maintain records (such as proof of delivery) that can be reviewed by Company to determine compliance with this requirement.

## **5. COMPENSATION:**

Company agrees to compensate Contractor for services performed at the rate(s) provided in Exhibit "A". Unless otherwise specified and mutually agreed, all compensation shall be based on rail weights which Company shall furnish to Contractor prior to invoicing. If there is no expiration date associated with a particular rate, Contractor shall request changes and/or adjustments to such rate

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in writing no less than 30 days prior to implementation of the service or transportation to which the rate applies.

All payments due the Contractor shall be made not later than 30 days after receipt of invoices by Company from Contractor, provided however, that the Contractor's invoices shall include the following required information on each invoice: A Company-assigned Vendor Code Number, Contractor's Invoice Number, Railcar Number, Company's Order Number and Invoice Amount. Invoices shall be submitted by Contractor to:

Union Pacific Distribution Services  
206 South 19th Street  
Suite 600  
Omaha, NE 68102  
Attn: Accounts Payable

**6. INDEMNITY AND INSURANCE:**

(a) To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Company and Railroad, jointly and severally, and their respective affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with:

- i. the Work, or
- ii. any act or omission of Contractor, its officers, agents, employees or subcontractors, or
- iii. any breach of this Agreement by Contractor.

(b) The right to indemnify under this Section shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

(c) Contractor expressly and specifically assumes potential liability under this Section for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Company or Railroad under this Section. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

(d) No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad or Company.

(e) The provisions of this Section shall survive the completion of the termination or expiration of this Agreement. In no event shall this section or any other provision of this Agreement be

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deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

(f) The party against which a demand for indemnification is made under this Agreement shall have the right to control the settlement and defense of all claims and demands and shall have the exclusive right to select counsel to defend against any such matter.

(g) Contractor agrees to obtain at its sole cost and expense, and to keep in force during the life of this Agreement insurance coverage(s) as set forth in **Exhibit Z**, attached and made a part of the \_\_\_\_\_ (Track or Lease Agreement or Industry Track Contract) between Railroad and Contractor dated \_\_\_\_\_ and identified by Railroad as \_\_\_\_\_ (Doc or File Number)

## **7. LIABILITY FOR LOSS AND DAMAGE**

(a) All claims by Customers for Commodity loss or damage and the standards of performance of the parties hereto shall be governed by the provisions of Union Pacific Railroad Company's Master Intermodal Transportation Agreement (MITA). A copy of MITA can be obtained by contacting Company's representative. Customer claims shall be handled initially by Company with subsequent final settlement to be made between Company and Contractor with Contractor reimbursing Company for Contractor's proportionate share of any such Contractor shall follow the loss and damage procedure of the involved railroad for loss, infestation or damage discovered at off-line locations not served by Railroad.

(b) Commodity shall be deemed to be in the Possession of Contractor:

- (1) From the time a loaded railcar is actually placed on Contractor's siding until Commodity is either delivered to Customer or released to Customer's designated carrier or,
- (2) From the time Customer releases Commodity to Contractor or its designated motor carrier until time Commodity is loaded into railcars and released to Railroad or
- (3) during transloading

(c) Contractor shall arrange for suitable inspection of Commodity upon arrival at the Transload Facility, and in the event of discovery of loss, infestation, or damage to Commodity. Contractor will immediately notify Company's Freight Claim Processing Office at Palestine, TX, by telephone, 1-800-521-3252, as to such loss, infestation or damage and access UPDS' web site for the appropriate forms and mailing instructions. In the event of discovery of loss, infestation or damage to Commodity, Contractor shall not remove Commodity from railcar or truck trailer until instructed to do so by Company's Freight Claims Processing representative.

(d) Liability for loss, damage or delay claims upon Commodity transported or handled by Contractor and Company shall be apportioned between the parties hereto as follows:

1. Contractor shall assume liability for loss, damage, delay or detention to Commodity occurring while Commodity is in the Possession of Contractor as defined above.
2. Contractor shall assume liability for claims for concealed loss and damage on the basis

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that the highway mileage of the movement by Contractor bears to the total highway and rail mileage over which the shipment involved moves from consignor's place of business at origin to consignee's facility at destination.

(e) Contractor shall assist Company and Railroad in the defense of claims or suits for loss, damage, delay or detention which accrued during the term of this Agreement.

**8. REGULATIONS AND AUTHORITIES:**

(a) In the performance of the services hereunder, the Contractor, its agents or subcontractor(s), shall comply with all applicable federal and state enactments with reference to Employers' Liability, Workmen's Compensation and Workmen's Insurance (and when requested by the Company, shall furnish proof of such compliance) and shall indemnify and hold harmless the Company against and from any and all loss, liability, damages, claims, demands, costs, and expenses of whatsoever nature including without limitation any claim of subrogation provided for in such enactments.

(b) Contractor covenants that all necessary authority has been secured by Contractor from the Surface Transportation Board and/or other regulatory bodies having jurisdiction over the services provided for herein, and Contractor covenants and agrees to comply strictly at all times with all laws, rules, regulations and ordinances, state, federal and municipal, applicable to operations and services to be performed by Contractor hereunder.

Without limiting in any way, the generality of the foregoing, Contractor covenants and agrees to furnish for the transportation to be performed hereunder equipment which conforms to all applicable laws, rules, regulations and ordinances, and which is adequate for transporting maximum loads permissible under governing highway laws, rules, regulations and ordinances.

Contractor agrees to indemnify Company and to save it harmless from all liability for any failure or default on the part of Contractor with respect to the covenants and agreements set out in this paragraph.

(c) Contractor warrants that it is fully qualified to provide the services to Company as described in this Agreement.

**9. RECORDS:**

Contractor shall keep records pertaining to the Work and operations performed under this Agreement and permit inspection thereof at reasonable times by the authorized representatives of Company during the term of this Agreement and for a period of at least three years following expiration or termination of this Agreement.

**10. SOLICITATION OF COMPANY'S CUSTOMERS:**

Contractor expressly agrees that for the term of this Agreement and for a period of six (6) months subsequent to either the expiration of programs identified in attached Exhibit "A" or earlier termination of this Agreement by either party for any reason, Contractor shall not solicit Company's customers or otherwise induce or attempt to induce any customers of Company to cease doing business with Company or in any way interfere with the relationship between Company and its customers.

**11. FORCE MAJEURE**

If at any time during the term hereof either party hereto is unable to keep, observe and perform its obligations herein by reason of Force Majeure (as hereinafter defined), then such performance shall be suspended for the period during which force majeure applies. The term "Force Majeure", as used herein, means any period during which either party hereto is prevented from keeping, observing or performing its obligations hereunder due to causes or conditions beyond its control, as, by way of example, but not limited to, strikes, lockouts or other defensive shutdowns, acts of God, governmental restriction, enemy or terroristic actions, civil commotion, fire or other casualty, storms, floods or other inclement weather conditions. Written notice of the event causing Force Majeure and the dates of the beginning and termination of the Force Majeure condition shall be given by the party claiming Force Majeure to the other party.

**12. ASSIGNMENT:**

Neither party hereto may assign this Agreement, in whole or in part or any interest arising under the Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that no such consent shall be required where assignment is to a successor in interest of all of the assets of such party by way of merger. Any assignment of this Agreement, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void, and at the option of the party whose written consent should have been obtained, this Agreement may be terminated. Subject to this Section, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**13. CONFIDENTIALITY:**

Neither party may disclose any of the terms of this Agreement to any non-party without the prior written consent of the other party except (1) as required by law; (2) to a corporate parent, subsidiary or affiliate; (3) to auditors retained by a party for the purpose of assessing the accuracy of charges, or (4) to any insurance provider of the parties if, the auditor and/or insurance provider agrees in a legally binding instrument that it will abide by this confidentiality clause as if the auditor or insurance provider were a party to this Agreement. Each party agrees to indemnify the other from and against any damage suffered by a party as a result of any disclosure by auditor(s), insurance provider(s) or otherwise in violation of this confidentiality provision.

**14. RENEGOTIATION:**

If performance of the terms of this Agreement, other than compensation paid under the Agreement, shall cause a material adverse effect or gross inequity on either party due to causes beyond the control of that party, the party suffering the material adverse effect or gross inequity may request in writing that any or all such terms be renegotiated.

If after renegotiation in good faith, the parties are unable to agree upon new terms within ninety (90) days of the written request for renegotiation, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

**15. ACCESS BY COMPANY:**

During the term of this Agreement, Company shall have the right to make inspections of the

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Transload Facility, Transload Facility equipment and motor vehicles. During the term of this Agreement and for a period of three (3) years after termination or expiration hereof, Company shall have the right to audit any pertinent shipping weight, reconciliation and financial records, including those that substantiate Contractor's charges to Company. Unless otherwise arranged with Contractor, all audits and inspections shall be conducted during normal business hours, in such a manner as to minimize any disruption to Contractor's operations.

**16. NOTICES:**

Except as otherwise provided in section 16(b) of this Agreement, all notices provided for under this Agreement shall be in writing and delivered by mail, postage prepaid, addressed to the party to whom said notice is directed, at the following addresses:

If to the Company:	Union Pacific Distribution Services 206 South 19th Street Omaha, NE 68102 Attn: Director - Transload Services Phone No.: (402) 599-1071 Fax No.: (402) 599-1052
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If to the Contractor:	<b>Company Name</b> <b>Attn.:</b> <b>Address</b> <b>City, State, Zip</b> <b>Phone No.:</b> <b>Fax No.:</b>
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or at such other address as either party may from time to time designate by notice given as provided in this Section. All notices described herein shall be deemed to have been given as of the date of the postmark.

**17. LIENS:**

The Contractor shall pay in full all persons who perform labor upon or provide materials in connection with the Work to be performed by Contractor. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any real or personal property of Company or Railroad. The Contractor shall indemnify and hold harmless the Company and Railroad from and against any and all liens, claims, demands, costs or expenses or whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

**18 TERMINATION:**

(a) Notwithstanding the provisions of Section 1, this Agreement may be terminated upon the occurrence of any of the following:

- i. Either party will have the right to terminate this Agreement by giving not less than thirty (30) days advance written notice to the other party.
- ii. Company may immediately terminate this Agreement if at any time during the term of this

iii. Agreement, Contractor shall file, or there shall be filed against Contractor, in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the property of the Contractor, and such petition is not discharged within thirty (30) days after the filing thereof, or if Contractor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or permits its interest in this Agreement to be taken under any writ of execution or attachment.

iv. Company may immediately terminate this Agreement should Contractor fail to correct a default in performance of its obligations hereunder within thirty (30) days of receipt of written notice by Company requesting that such correction(s) be made. Conditions, including default, for early termination by Company may be, but are not limited to safety and permit violations, shipper and/or receiver dissatisfaction, and/or impaired community relations.

v. Either party may terminate this Agreement upon ten (10) days written notice to the other party in the event of condemnation of all or a substantial part of the property that is essential to operation of this Agreement.

vi. This Agreement will automatically terminate without recourse by any party if Railroad ceases service to, abandons, sells or disposes of a line or station of Railroad essential to operation of this Agreement.

(b) Any notice of termination shall be given in writing and delivered via Certified U.S. Mail (Return Receipt Requested) or via overnight courier and shall include the effective date of such termination.

Termination of this Agreement for any reason shall not relieve either party of its obligations hereunder which arise prior to the date of such termination.

**19. RELEASE OF LIENS**

The Company is not required to make any payment to Contractor unless Contractor shall previously have provided releases to Company and Railroad executed by all persons who have asserted or might have mechanic's or materialmen's liens, stop notices, or labor and material bond rights arising out of the Work performed under this Agreement.

**20. CHOICE OF FORUM:**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained only in the courts of the State of Nebraska, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in those courts, and consent to service of process issued by such courts.

**21. MODIFICATION - ENTIRE AGREEMENT:**

No modification or amendment of this Agreement shall be of any force or effect unless made in

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writing, signed by the Contractor and the Company and specifying with particularity the nature and extent of such modification or amendment. This Agreement and the Exhibit "A" attached hereto and made a part hereof, as may be amended from time to time, constitute the entire understanding between Contractor and the Company and cancel and supersede any prior negotiations, understandings and agreements, whether written or oral, with respect to the Work or any part thereof. Upon execution of this Agreement by both parties this Agreement will supersede and cancel all previous agreement (s) covering Contractor's operation at points listed in the attached Exhibit "A".

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written:

Witness:

\_\_\_\_\_

**COMPANY NAME**

By \_\_\_\_\_

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

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

Witness:

\_\_\_\_\_

**UNION PACIFIC DISTRIBUTION SERVICES,**

By \_\_\_\_\_

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

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

**EXHIBIT Z**

**COMPANY INSURANCE REQUIREMENTS  
Transloading First Party Contractors**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

**A. Commercial General Liability Insurance** If Contractor is operating on Railroad owned land and property the insurance shall contain a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000 and include broad form contractual liability coverage.

If Contractor owns the facility and land the insurance shall contain a single limit of at least \$3,000,000 each occurrence or claim and an aggregate limit of at least \$5,000,000 and include broad form contractual liability coverage.

Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability
- Products and completed operations

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- The workers compensation and employee related exclusions in the above policy apply only to Contractors employees.

**B. Business Automobile Coverage** insurance. This insurance shall contain a combined single limit of at least \$5,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements **to be indicated on the certificate of insurance:**

- The workers compensation and employee related exclusions in the above policy apply only to Contractors employees.
- Motor Carrier Act Endorsement- Hazardous Materials clean-up MCS-90 if required by law
- Intermodal Interchange covering physical damage to non-owned trailers with limits of at least \$25,000 per trailer

**C. Workers Compensation and Employers Liability** insurance including but not limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least

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\$500,000 each accident, \$500,000 disease policy limit  
\$500,000 each employee

If Workers Compensation insurance will not cover the liability of Contractor in states that require participation in state workers' compensation fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **to be indicated on the certificate of insurance:**

- Alternate Employer Endorsement (WC 00 03 01A)
- FELA (WC 00 01 04)

**D. Umbrella or Excess Policies** In the event Contractor utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.

**E. Bailee Liability** insurance equal to the replacement costs of the property and covering all risks of physical loss or damage to property of others in the Contractor's care, custody and control.

**F. Motor Truck Legal Liability** insurance equal to the replacement costs of the property and covering all risks of physical loss or damage to property of others in the Contractor's care, custody and control. **(Only when providing Trucking Services)**

### **Other Requirements**

**G.** Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**

**H.** Contractor's insurance shall be primary with respect to any insurance carried by UP.

**I. All policy (ies) required above (excluding Workers Compensation) shall provide severability of interests and have attached the following endorsements: CG 24 27 10 01, CG 24 04 10 93, CG 20 33- which names Railroad and Company as an additional insured. The coverage provided to Company and Railroad as additional insureds shall provide coverage for the Company's and Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the Indemnity provisions of this Agreement. All endorsements must be indicated on the certificate of insurance.**

**J.** Prior to commencing the Work, Contractor shall furnish to Company original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Company in writing of any cancellation or material alteration. **Upon request from Company, a certified duplicate original of any required policy shall be furnished.**

**K.** Any insurance policy shall be written by a reputable insurance company acceptable to Company or with a current Best's Insurance Guide Rating of A- and Class VII or better, and

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authorized to do business in the state(s) in which the service is to be provided.

**L.** Contractor **WARRANTS** that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement and acknowledges that Contractor's insurance coverage will be primary.

**M.** If Contractor fails to procure and maintain insurance as required, Company may elect to do so at the cost of Contractor plus a 25% administration fee.

**N.** The fact that insurance is obtained by Contractor or Company on behalf of Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Company or Railroad shall not be limited by the amount of the required insurance coverage.

**EXHIBIT A**

**(Transload)**

**City State**

**TRANSLOAD AND DRAYAGE AGREEMENT**

**DATE EXHIBIT CREATED:**

This Exhibit is part of and subject to the Agreement of the above date between Contractor and Company.

- I. **RATES:** The following rates apply only to Company controlled cargo, received and/or shipped via rail box cars, rail container(s)/trailer(s) and/or truck van and/or flatbed trailer(s) at Transload Name Facility Warehouses. Rate increases will go into affect and only apply based on the railcar shipment date.

A. Commodity Products :

**(1) Handling Rates:**

Description:	Rate:	U.O.M.	Free Time:

**\*\*\*Re-occurring Storage Charges is NOT INCLUDED in the rate and is not paid by UPDS unless otherwise stated\*\*\***

- II. **ACCESSORIAL CHARGES:** (Contractor to bill any extra charges directly to the Customer. UPDS requires advance approval prior to accepting and paying any accessorial invoices)

Description:	Rate:

**III. CONTRACTOR SERVICES:**

The rates defined in Section 1 of the Exhibit include, but are not limited to, the following warehouse services

- o IN/OUT handling of commodities tendered to Contractor by Company.
- o Preparation of Bills of Lading.
- o All report preparation and submission to Company and Company's Customer(s) as required.
- o Stenciling, coding, bar code scanning, etc. of commodity(ies).
- o Recording of lot numbers, production dates, and/or codes, etc.
- o Scheduling of all truck loading and delivering appointment for Company and Contractor controlled trucking.
- o Contractor's standard hours of operation:
  - o Monday through Friday: am to pm
  - o Saturday and Sunday :
  - o Holidays (closed) : New Years Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving day  
Christmas Eve

Special Notes Section

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Exhibit Amendment Section

**Contractor hereby agrees to and accepts this Exhibit as being effective this date, understanding that this Exhibit supercedes all prior Exhibit's to this contract which are hereby cancelled.**

Contractor	Date	UPDS	Date	Amnd#
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**EXHIBIT  
(Drayage)  
City, State  
TRANSLOAD AND DRAYAGE AGREEMENT  
DATE EXHIBIT CREATED:  
TRANSPORTATION RATES  
FREIGHT, ALL KINDS, IN VANS (ON FLATS)  
BETWEEN POINTS SHOWN**

This Exhibit is part of and subject to the Agreement of the above date between Contractor and Company.

**I. COMMODITY DESCRIPTION**

Freight, all kinds, moving as continuances of interstate shipments or intrastate shipments.

**II. TRANSPORTATION RATES**

Between contract warehouse and the following city(ies)

A. **origin points or delivery destinations:**

**Rate/TL:(Based on a 42,000lbs minimum net weight per truckload)**

Origin or Destination:	Rate:

**III. ACCESSORIAL CHARGES** (Contractor to bill any extra charges directly to the Customer. UPDS requires advance approval prior to accepting and paying any **accessorial invoices**)

Driver Assistance	\$	per hour.
Pallet Exchange	\$	per truckload.
Hand load/unload	\$	per hour.
Free Time	\$	one (1) hour load/two (2) hour(s) unload.
Detention Charge	\$	per hour, 1/4 hour minimum.
Stop Charge	\$	per stop.

Special Notes Section

Exhibit Amendment Section

**Contractor hereby agrees to and accepts this Exhibit as being effective this date, understanding that this Exhibit supercedes all prior Exhibit's to this contract which are hereby cancelled.**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
UPDS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amnd#