

ACCEPTANCE OF STANDARD TERMS AND CONDITIONS
FOR AUTHORIZED ENTRY ONTO PREMISES OF
INTERCONTINENTAL TERMINALS COMPANY LLC ("ITC")

COMPANY: _____ PHONE: _____ CONTACT: _____
ADDRESS: _____ FAX: _____ E-MAIL: _____

In Consideration for admittance to ITC premises, and/or as a condition of any contract between ITC and COMPANY, COMPANY agrees that in addition to and separate from any obligations of indemnification, COMPANY shall obtain and maintain continuously in effect during the term of COMPANY's presence on any ITC premises the following types and amounts of insurance, with insurance companies with AM Best rating of A-VIII or better required below. **It is the COMPANY's expressed intent to provide valid insurance coverage to limit ITC's liability for any claim from Company's personnel, subcontractors, or agents; or involving Company's products or property. In the event COMPANY's insurance coverage is invalid, inapplicable, or inadequate, COMPANY shall hold ITC harmless from all such claims. This hold harmless obligation shall not be construed as relieving Company of its obligation to provide insurance coverage as provided below.**

- (A) Workers Compensation Insurance - including Occupational Disease, in accordance with the laws of the State of Texas to include Employer's Liability Insurance with minimum limits of \$1,000,000 per person per occurrence.
 - ___ If applicable, statutory insurance coverage for U.S. Longshore & Harbor Workers Compensation Act.
 - ___ If applicable, Maritime Employer's Liability and Jones Act coverage with minimum limits of \$1,000,000 per person per occurrence.
- (B) Commercial General Liability Insurance - Commercial liability with a limit of not less than \$1,000,000 for any one occurrence involving death, injury, or property damage and not less than \$2,000,000 in general aggregate. Such General Liability Insurance shall include insurance for sudden and accidental pollution.
- (C) Automobile Liability Insurance - Covering owned, non-owned, hired and all vehicles used by COMPANY with a limit of not less than \$1,000,000 applicable to bodily injury, death, or loss or damage to property in any one occurrence.
- (D) Umbrella Insurance - In addition to the insurance coverage provided in A, B, and C above, the COMPANY agrees to provide an umbrella excess insurance of not less than \$1,000,000.
- (E) If COMPANY is required to provide higher coverage limits in any other contract and/or agreement between ITC and COMPANY, COMPANY agrees that the higher limits will apply to this Agreement.
- (F) Subrogation - All policies identified in (A), (B), (C) and if required (D) above shall be endorsed to provide that underwriters and insurance companies of COMPANY shall not have any right of subrogation against ITC, its owners, employees, invitees, servants, underwriters, or the insurance companies of any of the foregoing.
- (G) Additional insured - COMPANY shall furnish Certificates of Insurance to ITC evidencing the insurance and waiver of subrogation required by Coverages (A), (B), (C) and if required (D) and coverage under (B) (C) and if required (D) shall list ITC as an Additional Insured **that insures coverage to limit ITC's liability for any claim from Company's personnel, subcontractors, or agents..** Each certificate shall provide that the agent or broker shall endeavor to provide not less than thirty (30) days prior written notice to ITC in the event of cancellation or material change in the policies.
- (H) Sub-contractors and Agents - COMPANY shall provide insurance coverage as listed in (A), (B), (C) and if required (D) above, for any subcontractor or agent who performs work for the COMPANY at ITC premises which fully complies with the requirements of (E), (F) & (G) above or shall require the subcontractor or agent to provide identical insurance coverages in compliance with the requirements of (E), (F), and (G) above, except naming both the COMPANY and ITC as Additional Insureds.
- (I) Primary Insurance and Intent - Any coverage provided by COMPANY to ITC under Sections A,B,C,F and G, and if required D and E if applicable, is primary insurance and shall not be considered contributory insurance or co-insurance with any insurance policies of ITC.
- (J) Reporting of Injuries - COMPANY agrees to timely furnish ITC with two copies of a written report of any accident occurring on ITC's property, which results in property damage and/or injury within 15 days of occurrence.
- (K) **Photo ID, including Valid Driver's License or other valid document is required to enter onto ITC premises.**

Acceptance of the conditions above is indicated by signature below

ACCEPTED BY COMPANY _____
NAME: _____
PRINT: _____
SIGN: _____
DATE: _____

Fax to ITC/Peggy Frankum 281-884-0223
1943 Battleground Road
Deer Park Texas, 77536

Revised
4-16-07