

**ACCEPTANCE OF INSURANCE REQUIREMENTS
FOR AUTHORIZED ENTRY ONTO PREMISES OF
INTERCONTINENTAL TERMINALS COMPANY LLC ("ITC")**

Photo ID, including Valid Driver's License or other valid document is required to enter onto ITC premises.

COMPANY: _____ ADDRESS: _____

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

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 to the extent of coverage limits. 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 general liability with a limit of not less than: \$2,000,000; \$5,000,000; or \$10,000,000 for any one occurrence involving death, injury, or property damage and not less than double the amount required for one occurrence 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 \$5,000,000. However, no umbrella coverage is required if the CGL coverage is \$10,000,000 or greater.
- (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 prevail on all Agreements.
- (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 proof of 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.

Acceptance of the conditions above is indicated by electronic or actual signature below. Certificates of Insurance and this signed Agreement should be emailed to: COI@iterm.com

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

Intercontinental Terminals Company LLC
Physical Address:
1943 Independence Pkwy S.
La Porte, TX 77571
Mailing Address:
P.O. Box 698
Deer Park, TX 77536
Fax: 281-884-0223 E-Mail: COI@iterm.com
Direct 281-884-0229

DATE: _____

Date: Sent _____

Received _____