



Terminal Access Agreement

This agreement, entered into as of the ____ day of _____, _____, by and between Hudson Asphalt Terminal, LLC which is defined to include its parent, owners, subsidiaries, affiliates and their agents, servants, employees, officers and directors, and

_____, hereinafter referred to as the "Carrier,"
(Carrier Name)

In consideration of the rights and privileges hereby granted by Hudson Asphalt Terminal, LLC to Carrier and in consideration of the mutual promises and undertakings by and between the parties hereto, it is hereby agreed as follows:

1. Carrier is hereby granted the rights and privileges of access to Hudson Asphalt Terminal, LLC Terminal in Hudson, Colorado during agreed hours to load into Carrier's trucks product(s) for hauling from the Terminal.
2. This agreement replaces any prior Terminal Access Agreement(s) between the parties hereto; and the term of this Agreement shall be for one year, commencing on the date written above. Thereafter, this Agreement shall renew automatically on each anniversary, for a successive one-year term, until replaced by a similar agreement. Notwithstanding the aforesaid, this Agreement may be terminated at any time by either party upon written notice to the other party. Furthermore, when ancillary to or incorporated into another agreement which has been terminated, this Agreement also shall terminate.
3. Carrier warrants that its equipment and operations shall comply with terminal rules and instructions as provided by the Terminal and with applicable Federal (including Department of Transportation and Environmental Protection Agency), state, and local laws and regulations. Hudson Asphalt Terminal, LLC shall have the right to delete, add and/or amend its terminal rules and instructions at any time. Any such deletions(s), addition(s) and/or amendment(s) shall become effective immediately upon delivery to the carrier.
4. Carrier should send to the Terminal only employees, agents and subcontractors that are properly licensed and have been instructed in applicable laws, regulations, rules and instructions, and the characteristics and safe handling of the product(s) to be loaded; and Carrier shall be responsible for the errors and omissions of all of the aforesaid personnel.
5. **INDEMNIFICATION: CARRIER SHALL REIMBURSE HUDSON ASPHALT TERMINAL, LLC FOR, AND INDEMNIFY HUDSON ASPHALT TERMINAL, LLC AND HOLD IT HARMLESS FROM AND AGAINST, ANY AND ALL LOSSES, COST (INCLUDING REIMBURSEMENT OF ALL ATTORNEY AND EXPERT FEES AND ALL OTHER COST OF DEFENSE), DAMAGES, EXPENSES, CLAIMS (INCLUDING CLAIMS OF STRICT LIABILITY, NEGLIGENCE, WHETHER GROSS OR OTHERWISE, AND FOR LIABILITY IMPOSED BY STATUTES, RULES OR REGULATIONS), SUITS AND LIABILITIES ON ACCOUNT OF ANY BODILY INJURY OR DEATH TO ANY PERSONS (INCLUDING CARRIER, AGENTS, SUBCONTRACTORS OF CARRIER, THE EMPLOYEES OF EITHER OR THE EMPLOYEES OF HUDSON ASPHALT TERMINAL, LLC.), OR DAMAGE TO, OR LOSS OF DESTRUCTION OF, ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PROPERTY TO BE TRANSPORTED HEREUNDER AND THE PROPERTY OF CARRIER, HUDSON ASPHALT TERMINAL, LLC AND SUBCONTRACTORS) ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.**
6. **INSURANCE:** Carrier shall maintain at its expense the below listed insurance, all of which shall include waivers of subrogation in favor of Hudson Asphalt Terminal, LLC or, if Carrier is self-insured, Carrier shall waive all subrogation rights. Carrier further agrees to require all of its subcontractors to carry such insurance. Such insurance shall provide coverage to Hudson Asphalt Terminal, LLC irrespective of whether the indemnity agreement in Paragraph 5 is enforceable, in whole or in part, in any state. Furthermore, all of the below listed insurance, except that prescribed in sub-paragraph (a), shall include Hudson Asphalt Terminal, LLC as an additional insured on Carrier's and/or subcontractor's policy or policies. Each policy shall provide that it is primary to and not contributory with any other insurance, including any self-insured retention, maintained by Hudson Asphalt Terminal, LLC and in each policy shall provide the full coverage required by this contract.
 - a. Workers compensation and occupational disease insurance which fully complies with applicable law,
 - b. Employers liability insurance with a minimum limit of \$1,000,000 for each accident as respects to bodily injury and in the aggregate as respects occupational disease,

- c. Comprehensive automobile liability insurance with a minimum combined single limit of \$5,000,000 each accident for bodily injury and property damage or such higher limit(s) as may from time to time be required by applicable Federal or State laws and regulations.
- d. Comprehensive general liability insurance, including contractual liability insurance covering indemnification under this Agreement, with a minimum combined single limit of \$5,000,000 for occurrence for bodily injury and property damage, or the amount which complies with applicable regulations for the product(s) being carried, or such higher limit(s) as may from time to time be required by applicable Federal or State laws and regulations.

Additionally, Carrier agrees that Carrier and its insurance agent or broker will obtain the agreement of the insurers to using defense counsel of Hudson Asphalt Terminal, LLC's choice in the defense of Hudson Asphalt Terminal, LLC. Carrier shall furnish Hudson Asphalt Terminal, LLC insurance certificates and/or certified copies of the original policies to evidence the insurance required herein. Maintaining the prescribed insurance shall not relieve Carrier of any obligation under this Agreement. Carrier's failure to comply with any term or condition of this Section 6 shall constitute cause for immediate termination of this Agreement by Hudson Asphalt Terminal, LLC. Hudson Asphalt Terminal, LLC acceptance of furnished evidence of insurance shall not modify the above insurance requirements.

7. Notices hereunder, unless expressly provided otherwise, shall be in writing and shall be sent by U.S. Certified Mail to the other party at the address shown below. For notices sent by certified mail, the postmark date shall be the effective date of the notice.

Hudson Asphalt Terminal, LLC

P.O. Box 1079

Hudson, Colorado

PH: 720-764-8400

To Be Completed by Carrier

Name: _____

Address: _____

City, State, Zip: _____

Telephone #: _____

Fax #: _____

Federal ID #: _____

8. The terms, conditions and provisions hereof shall extend to, be binding upon, and inure to the benefit of, the parties hereto, their successors, and assigns; provided, however, Carrier shall not assign any of its rights, privileges, duties, or obligations hereunder without written consent of Hudson Asphalt Terminal, LLC.

CARRIER: PLEASE COMPLETE AND SIGN BELOW

Hudson Asphalt Terminal, LLC

Carrier: _____

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____