

Schedule C
to
Terminal Use and Access Agreement

Carrier Terminal Access Agreement

This Agreement is made and entered into this ____ day of _____, _____, by and between **Maples Gas Company, Inc., d/b/a MGC Terminal** ("MGC"), a Mississippi corporation, and _____ ("Carrier"), a _____. MGC hereby grants to Carrier the privilege of access to MGC's Terminal located at 101 65th Avenue, Meridian, Mississippi ("Terminal"), and permission for Carrier's representatives to perform loading operations thereon and all acts incidental thereto in accordance with MGC's rules, regulations, and instructions, set forth in "Driver Loading Instructions", receipt of copies of which is hereby acknowledged by the Carrier (and in accordance with any modifications or additions to the same which may hereafter be furnished Carrier, or posted at the Terminal). For and in consideration for such privileges, Carrier hereby agrees to the terms and conditions as follows:

Term: The term of this Agreement is from the date first above written until such time as MGC may revoke the permission granted herein. Carrier agrees that the privileges herein granted may be revoked by MGC at any time and for any reason by service of notice (verbal or written) on Carrier on the effective date of such termination. If such notice is given verbally, a written confirmation shall be delivered to Carrier in accordance with the terms of the notice provision set forth below.

Indemnification:

- A. Carrier shall indemnify, defend and hold MGC, its parent and affiliates and their respective officers, directors, employees and agents (collectively, "Indemnitees") harmless from and against all claims, demands, causes of action, damages, losses, suits, liability and expense of any kind or character, including without limitation reasonable attorneys' fees, costs of defense, expenses and costs (collectively, "Losses") arising from or related to (i) the acts or omissions on the part of Carrier, its employees, agents or contractors (including, but not limited to, any contractors transporting commodities to or from the Terminal) in the performance of this Agreement, or (ii) the failure of equipment of Carrier, its employees, agents or contractors, except to the extent such Losses arise from MGC's sole negligence or willful misconduct.
- B. Carrier acknowledges that the loading of Commodity shall be on premises where petroleum products may be stored and dispensed and vapors therefrom may exist and collect. Carrier also understands that, due to the volatile and combustible nature of

Commodity, the loading of the Commodity may involve certain dangers beyond the control of MGC.

Carrier shall release, defend, indemnify and hold Indemnitees harmless from and against any and all Losses arising from or related to the exercise by Carrier or its agents of the privileges herein granted, including, but not limited to, any Losses caused or contributed to by the negligence of Carrier or its agents, or of Indemnitees, or any third party. This indemnity shall not apply to Losses caused solely by the negligence of Indemnitees.

- C. The indemnifications set forth in this Section shall survive the termination of all or any part of this Agreement.

Insurance:

The Carrier shall carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverages as described in paragraphs (A) through (D) below with insurance companies acceptable to MGC. The limits set forth below are minimum limits and shall not be construed to limit Carrier's liability. All costs and deductible amounts shall be for the sole account of the Carrier.

- (A) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Carrier is required by such laws to maintain such insurance, and Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit. If work is to be performed in Nevada, North Dakota, Ohio, Washington, Wyoming or West Virginia, Carrier shall participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement.
- (B) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$2,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors and products/completed operations, and when applicable the explosion, collapse and underground exclusion shall be deleted.
- (C) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.
- (D) Excess or Umbrella Liability insurance with a combined single limit of \$5,000,000 each occurrence, and annual aggregates of \$5,000,000, for bodily injury and property

damage covering excess of Employer's Liability insurance and the insurance described in (B) and (C) above.

In each of the above described policies, Carrier agrees to waive and shall require its insurers to waive any rights of subrogation or recovery they may have against MGC, its parent, subsidiaries, or affiliated companies and their respective parent, subsidiaries or affiliated companies.

Under the policies described in (B), (C) and (D) above, MGC, its parent, subsidiaries and affiliated companies and their respective parent, subsidiaries and affiliated companies shall be named as additional insureds. Any costs associated with naming these additional insureds shall be Carrier's sole expense.

The policies described in (B), (C) and (D) above shall include the following "other insurance" amendment: "This insurance is primary insurance with respect to MGC, its parent, subsidiaries and affiliated companies, and any other insurance maintained by MGC, its parent, subsidiaries or affiliated companies is excess and not contributory with this insurance."

Non-renewal or cancellation of policies described above, shall be effective only after written notice is received by MGC from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Upon execution of this Agreement and before any work or service commences under this Agreement, Carrier shall deliver to MGC certificates of insurance on an Acord 25 or 25S form evidencing the existence of the insurance coverages required above.

In the event of a loss or claim arising out of or in connection with this Agreement, Carrier agrees, upon request of MGC, to submit the original or a certified copy of its insurance policies for inspection by MGC.

MGC shall not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the Carrier, or their employees, servants or agents.

Terminal Access:

A security access key/card system is used at the Terminal. An access key/card shall be issued to truck drivers designated by Carrier when the driver is satisfactorily trained and qualified by the Terminal Supervisor or his designee.

Carrier shall assume full responsibility for the actions of its designated drivers and agents and any unauthorized use of any access key/card issued to them. Carrier is liable and shall be invoiced directly for all Commodity improperly taken from MGC's Terminal where an access key/card issued to one of its designated drivers or agents was used in obtaining such Commodity.

If an access key/card becomes lost or stolen or otherwise comes into the possession of someone not authorized by Carrier to use the access key/card, Carrier shall notify the Terminal Supervisor immediately by telephone and deliver written confirmation of such occurrence in accordance with the terms of the notice provision set forth below. Notwithstanding anything to the contrary, Carrier shall be responsible for any Commodity obtained with the lost or stolen access key/card until the Terminal Supervisor conveys the telephone notification to the Terminal. Such written confirmation shall occur no later than 48 hours after Carrier's telephone notification.

Commodity Custody Transfer:

Carrier agrees that custody of the Commodity loaded passes to Carrier at the point where it leaves the loading arm at the Terminal truck loading rack. Carrier assumes responsibility for Commodity quality beyond that point, should it differ from the Commodity quality of the sample taken from the tank delivering Commodity to that loading arm.

Notice:

Except as otherwise provided herein, any notice or other communication required or permitted hereunder shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party, or if sent by registered or certified mail, postage and charges prepaid, or by nationally recognized overnight courier addressed to the party as set forth below or to such other address as one party may have directed in writing to the other party prior to the mailing of any such notice.

To MGC: Maples Gas Company, Inc.
 Attention: Phillip M. Maples, Vice President
 Post Office Box 292
 Meridian, MS 39302-0292
 Phone: 601 / 693-5115

To Carrier: _____
 Attention: _____

 Phone: _____

Assignment: This Agreement shall not be assignable in whole or in part without the prior written consent of MGC. Any such purported assignment without consent shall be void. MGC may assign this Agreement freely and without the consent of Carrier.

Waiver: MGC's failure to insist upon the strict and prompt performance by Carrier of the terms, covenants, agreements and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of MGC's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Severability: If any term or provision of this Agreement shall to any extent be invalid or unenforceable, said term or provision shall be severable and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Entirety: Except as provided in the Terminal Use and Access Agreement, if any, and the Carrier Request for Access Key/Card, this Agreement constitutes all the understandings and agreements, whether oral or in writing, entered into by the parties hereto with respect to the subject matter hereof. This Agreement shall supersede any and all prior promises, understandings, agreements, arrangements, representations, warranties, and/or any contracts of any form or nature whatsoever, whether oral or in writing, and whether explicit or implicit, which may have been entered into prior to the execution hereof between the parties, their officers, directors, or employees as to the subject matter hereof. This Agreement may not be amended, altered, or changed except by written agreement signed by both parties.

Governing Law: This Agreement shall be governed by the laws of the State of Mississippi without regard to choice of law principles.

Carrier	MGC
By: _____	By: _____
Title: _____	Title: _____

Schedule D
to
Terminal Use and Access Agreement

Carrier Request for Key/Card

It is requested that a terminal access key/card for loading operations, as set forth in the Carrier Terminal Access Agreement by and between Maples Gas Company, Inc., d/b/a MGC Terminal ("MGC") and _____, ("Carrier") dated _____, be issued to driver named below ("Driver") as employee and representative of Carrier. By this request, Carrier does hereby acknowledge that Driver is bound by the terms of the attached receipt to which his/her signature is affixed. Carrier agrees to notify MGC immediately, pursuant to the terms and conditions of the Carrier Terminal Access Agreement, in the event that the Driver is terminated from Carrier's employment, misplaces or loses the access key/card, is transferred, or for any reason has no immediate need for the access key/card in the performance of driver loading, and to cause said access key/card to be returned to the Terminal Supervisor or his designee.

If the access key/card has not been used within a ninety (90) day period, it may be removed from MGC's computer and the access key/card picked up from Driver at the discretion of MGC or the Terminal Supervisor. Driver must then be requalified by the Terminal Supervisor or his designee before Terminal loading privileges are granted or reinstated.

Carrier takes full responsibility for Driver's actions and Carrier is liable for and shall be invoiced directly for unauthorized commodities taken from the Terminal whenever a key/card issued to Driver was used in obtaining commodity.

Print or Type Name of Carrier

Signature of Carrier's Employee or Representative

Print or Type Name and Title of Signatory for Carrier

Carrier's Phone Number

Print or Type Name of Driver

Date Signed

KEY/CARD RECEIPT AND DRIVER AGREEMENT

I, _____ (“Driver”), employed by and acting as an agent of _____ (“Carrier”) have received Terminal Access Key/Card numbered _____, for access to the commodity metering and loading facility at MGC’s Terminal located at 101 65th Avenue, Meridian, Mississippi. I have received, read, understand and shall follow the instructions entitled “Driver Loading Instructions”. I further agree to follow any alterations or additions to these Instructions which may hereafter be furnished to me or posted at the Terminal. It is further agreed that the access key/card issued to me shall be used only for withdrawal of commodities from said terminal in accordance with the loading instructions mentioned herein. I assume full responsibility for the custody of the access key/card and do hereby agree that no other person shall have access to it, and in the event I am transferred, separated from employment by Carrier or for any reason have no immediate need for the access key/card in the performance of loading operations, I shall promptly return the access key/card to the Terminal. Under no conditions shall the access key/card for which receipt is hereby acknowledged, be duplicated.

I understand that the access to the aforementioned terminal is discretionary with _____ (Carrier), and that such grant may be removed by MGC at any time and for any reason.

(Signature of Driver)

Home Address: _____

Home Phone No.: _____

Date Signed: _____

Operator’s License
Number/State: _____



DBA MGC Terminal

POST OFFICE BOX 292 MERIDIAN, MS 39302 601-693-5115

Company Name _____

TRAILER INFORMATION

Trailer Number	Compartment Sizes	Vin. Number
1	_____	_____
2	_____	
3	_____	
4	_____	
5	_____	

(Please attach a copy of your current Method 27)

Driver Information:

- 1 Copy of their current Driver's Licenses (*Renewals will need to be sent in to keep drivers active in our system*)
- 2 Copy of their current Medical Certificate (*Renewals will need to be sent in to keep drivers active in our system*)
- 3 Driver's will need to be trained on how to load at Maples Gas Terminal and must be able to load without any assistance twice before they are released.
(*Training - Monday thru Friday 7am until 5pm*)