



**HWRT TERMINAL - NORRIS CITY, LLC**  
**317 COUNTY ROAD 750 N • NORRIS CITY, IL • 62869**  
**(618) 378-2197 • FAX (618) 378-3191**

**TRUCK LOADING AGREEMENT**

**AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between **HWRT TERMINAL - NORRIS CITY, LLC**, an Illinois Limited Liability Company whose address is HWRT Terminal - Norris City, LLC, 317 County Road 750 N, Norris City, IL 62869, hereinafter referred to as the "Company", and, \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter referred to as "Carrier."

**WITNESSETH:**

**WHEREAS**, the Company maintains and operates a petroleum products terminal at or near Norris City, IL, hereinafter called "the terminal", from which petroleum products are loaded into transport trucks owned and/or operated by others;

**WHEREAS**, Carrier is desirous of having access to the terminal for the purpose of loading the Company's petroleum products into Carrier's transport trucks on behalf of customers of the Company (and on behalf of itself if it is a customer of the Company loading petroleum products into its own transport trucks) and driving such loaded trucks away from the terminal; and

**WHEREAS**, the Company is agreeable to granting such access to Carrier on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**1. ACCESS TO TERMINAL:** Carrier is hereby granted access to the terminal when attended by the Company's employees, and when unattended if Carrier is issued keys and/or cards as provided in Paragraph 2, for the sole purpose of loading petroleum products into transport trucks furnished by Carrier and driving such loaded trucks away from the terminal. All transport trucks furnished by Carrier shall be compatible with the product dispensing system at the terminal.

**2. KEYS/CARDS:** The Company shall furnish to Carrier, if approved by the Company, keys and/or cards for the Carrier to gain access to the terminal and to the terminal's automatic petroleum products dispensing system so that Carrier can load the Company's petroleum products into Carrier's transport trucks when the terminal is attended or unattended by the Company's employees. Issuance of such keys and/or cards by the Company to Carrier shall be deemed such approval of Carrier by the Company. Keys and/or cards so issued to Carrier shall remain property of the Company and Carrier shall promptly return to the Company any or all keys and/or cards furnished it upon request of the Company or upon termination of this Agreement. Carrier shall not duplicate, nor shall it permit the duplication of, any such keys and/or cards furnished to it. Carrier shall be fully and solely responsible for all petroleum products loaded from the terminal arising from any loss, theft, fraudulent or unauthorized use of a key and/or cards issued it until this agreement is terminated pursuant to Paragraph 7 or until such time as Carrier notifies the Terminal Superintendent by telephone at (618) 378-2197 of the loss, theft, fraudulent or unauthorized use of a key and/or card furnished Carrier hereunder. Carrier shall promptly confirm such verbal notice to the Company's Terminal Superintendent by wire or by registered or certified mail (return receipt requested), addressed to:

**HWRT Terminal - Norris City, LLC**  
**317 County Road 750 N**  
**Norris City, IL 62869**

Carrier understands that it is liable for, and shall pay to the Company the Company's then posted price of all petroleum products taken from the terminal as a result of any loss, theft, fraudulent or unauthorized use of a key and/or card issued to it prior to the receipt by the Company of the above notification to the Terminal Superintendent or the notice of termination of this Agreement pursuant to paragraph 7.

**3. PRIVILEGES:** The term "privileges" as hereinafter used in this Agreement shall mean the right of access granted hereunder to Carrier to the terminal when attended by the Company's employees and, if the Carrier is furnished keys and/or cards hereunder, the right of access to the terminal and to the terminal's automatic dispensing system when the terminal is attended or unattended by the Company's employees.

**4. INSURANCE:** Carrier, shall at its expense carry and maintain until this agreement is terminated insurance coverages with an insurance company or companies satisfactory to the Company of the following types and of not less than the following amounts:

(a) Statutory Worker's Compensation Insurance, including Employers Liability Insurance with limits of \$1 million each accident, \$1 million disease policy limit, \$1 million disease each employee.

(b) Automobile Public Liability Insurance covering all automotive equipment used by Carrier in the performance of this Agreement with limits of \$1 million Combined Single Limits, and

(c) Comprehensive Public Liability Insurance covering all operations (including contractual and completed operations) with limits of \$1 million each Occurrence, \$1 million Products Completed Operations Aggregate, \$1 million General Aggregate.

The Comprehensive General Liability Insurance Policy shall include contractual liability coverage for the indemnity provisions contained in Paragraph 5(a) and shall contain a broad form property damage endorsement.

The Automobile Public Liability Policy shall include MCS90 endorsement or equivalent pollution and environmental restoration coverage for, but not limited to, loading, collision, upset or overturn.

All the above insurance policies carried by Carrier shall expressly waive subrogation against the Company as defined in Paragraph 5(b), and all such policies except the statutory Workmen's Compensation Insurance policy shall name the Company as defined in Paragraph 5(b) as additional insured and contain a cross liability clause and a breach of warranty clause.

Carrier has attached hereto as Exhibit "B" Certificates of insurance evidencing the above coverages and containing the following statement:

"Thirty (30) days' notice will be given to HWRT Terminal - Norris City, LLC before material change in, or cancellation of, this policy shall be effective. The insurance provided in the policy herein outlined, meets with all insurance requirements as stated in the Truck Loading Agreement signed by the insured."

Carrier shall provide the Company annually with new up-dated certificates of insurance reflecting the above insurance coverages and shall provide new certificates prior to the policy expiration date of any coverage. Upon request the Carrier shall furnish Company with a copy of each such policy. If Carrier has been issued a Federal or State "Common Carrier License", its name appearing on this Agreement, the certificates of insurance and receipts for keys and/or cards shall be the same as Carrier's name appearing on such license. If Carrier is a "private carrier" its name shall appear the same on this agreement, the certificates of insurance and receipts for keys and/or cards.

The consent of Company to the risks and amounts insured as shown in this Paragraph 4 shall not be considered as a limitation of Carrier's liability under this Agreement (including Carrier's obligation to indemnify the Company as set forth in Paragraph 5) or an agreement by Company to assume liability in excess of said amounts or for risks not insured against.

## **5. INDEMNITY:**

(a) Carrier agrees to indemnify, defend, and hold the Company free and harmless from and against any and all claims, damages, judgments, losses and expenses, including attorney fees and court costs, for bodily injury to or death of any person (including, but not limited to, employees of HWRT TERMINAL - NORRIS CITY, LLC) and for damage to or loss of property (including loss of use thereof) arising out of or in any way connected with:

(i) the exercise of the privileges granted Carrier hereunder by any person or from any operation or activity of Carrier or of any such person in connection therewith, and

(ii) the failure of Carrier to comply with any requirement of this Agreement.

(b) As used in this Paragraph, the term "Company" shall mean HWRT TERMINAL - NORRIS CITY, LLC, (HWRT), an Illinois Limited Liability Company, parent company, subsidiaries and affiliates, employees, managers, directors.

## **6. LAWS, RULES, REGULATIONS AND INSTRUCTIONS:**

(a) Carrier agrees at all times to comply with all federal, state and local laws, ordinances, rules and regulations applicable to its operations hereunder and agrees to obtain all permits, licenses and other authorizations required by any governmental authority under such laws, ordinances, rules and regulations. By way of example, but not of limitation, the transport trucks (including the cargo tanks into which petroleum products are loaded) used by Carrier in exercising the privileges shall meet all applicable Department of Transportation labeling, placarding, marking and tank specifications and regulations and shall be authorized by the Department of Transportation to transport the petroleum products loaded into such trucks.

(b) Carrier further agrees to abide fully and strictly with the driver loading instructions and safety regulations promulgated by the Company with respect to the use of the terminal. A copy of such existing instructions and regulations is attached hereto as Exhibit "A". Such instructions and regulations may be amended or modified by the Company at any time, and such instructions and regulations as amended or modified shall be binding upon the Carrier's receipt of a copy thereof.

(c) Carrier shall only permit personnel properly instructed in the characteristics and safe handling methods associated with the terminal and the petroleum products to be transported to exercise the privileges granted Carrier hereunder. All such personnel shall be fully aware of and knowledgeable with the driver loading instructions and safety regulations of the Company. Notwithstanding the above, the Company may in its discretion temporarily or permanently prohibit any person from entering and using the terminal facilities.

(d) Carrier is aware that broad and substantial liability is imposed upon HWRT operator and/or Distributor by EPA Regulations and therefore, agrees that it will exercise the highest degree of care and diligence in the handling, loading, transporting and delivery of all petroleum products obtained from HWRT's terminal. Carrier further agrees that it will assume and pay all liability costs and expenses resulting from its negligent mixing, co-mingling or other contamination of HWRT's petroleum products by Carrier, its agents, employees or independent contractors. Such liability shall extend to any act of contamination whether occurring at the time of loading, subsequent transportation, storage or delivery to a retail outlet.

**7. TERM OF AGREEMENT:** The privileges herein granted to Carrier are temporary in nature and may be terminated by either the Company or the Carrier in its sole and absolute discretion at any time by serving written notice of termination of this Agreement upon the other party sent by registered or certified mail (return receipt requested), such termination to be effective upon receipt of such notice during normal business hours. Should Carrier so terminate this Agreement, Carrier shall return all keys and/or cards furnished to it hereunder with its notice of termination, and should the Company so terminate this agreement, Carrier shall promptly after receipt of notice of termination return all keys and/or cards furnished to it hereunder. Carrier shall notwithstanding such termination be liable to the Company for all liability hereunder accrued prior to the termination becoming effective.

**8. NONASSIGNMENT:** Carrier shall not assign this Agreement in whole or in part without the Company's prior written consent and any such assignment without such prior consent shall be void.

**9. NONWAIVER:** No course of dealing between the parties hereto nor any failure by either party at any time, or from time to time, to enforce any term or condition of this agreement shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the parties at any time to avail themselves of such remedies at they have for any breach of such term or condition.

**10. NOTICES, RECEIPTS AND LIST:** Carrier shall promptly (a) notify the Company when the authorization by Carrier of a previously designated person to use a key and/or card is withdrawn, and Carrier shall with such notice return to the Company the key and/or card furnished to such person by the Carrier, (b) notify the Terminal Superintendent when a new person is to be furnished a key and/or card, (c) give a receipt for all keys and/or cards issued to it, and (d) furnish upon request a list of current personnel authorized by Carrier to exercise the privileges granted Carrier hereunder.

**11. INDEPENDENT CONTRACTOR:** It is expressly agreed that Carrier is acting hereunder solely as an independent contractor and that all persons exercising the privileges shall be deemed agents, servants or employees of Carrier and that none of such person shall be deemed agents, servants, or employees of the Company.

**12. ENTIRE AGREEMENT; AMENDMENTS:** This Agreement and the attached exhibits set forth the entire agreement and understanding of the parties with respect to the privileges, supersedes and merges all prior discussions and writings between them and is not subject to modification or interpretation by either party other than by an amendment hereto duly executed by both parties.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first above written.

**HWRT Terminal - Norris City, LLC**

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Carrier

By \_\_\_\_\_

Title \_\_\_\_\_

No. \_\_\_\_\_

State or Federal Common  
Carrier License Number

# ULSD Authorization Form for Customers and Carriers

HWRT Oil Company, LLC and all of its company owned terminals has a quality assurance program in place to insure the delivery of on specification ULSD at our loading arm. The ease of contaminating ULSD has been highly publicized, so HWRT has developed procedures to minimize the potential for our terminals to negatively effect the sulfur content of the product received from the pipeline.

Included in our QA program is a daily sample of ULSD taken at the rack just before the load head. These samples will be retained at the terminal for a minimum of 60 days. In the event that an EPA test shows fuel sourced from an HWRT facility is out of ULSD specification, HWRT will work with our customers to demonstrate that the product left our load rack as on specification ULSD.

While various sources can be referenced stating that dedicated trailers and/or drain dry procedures may be effective, neither HWRT nor its company owned terminals will provide carriers/customers with written guidelines for cleaning tanks prior to lifting ULSD. It shall be the sole responsibility of our customers and carriers to develop their own guidelines, and employee/driver training for handling ULSD. Please contact your sales representative to discuss any questions or concerns that you may have.

Prior to being authorized to load ULSD at an HWRT facility, all customers and carriers must acknowledge that they have reviewed this document by signing below. A copy signed copy will be kept in your permanent file.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



## Checklist to Clear Carriers

Carrier Name \_\_\_\_\_

\_\_\_\_\_ Executed Truck Loading Agreement for each terminal where access is desired

\_\_\_\_\_ Certificate of Insurance (see insurance requirements page)

\_\_\_\_\_ List of drivers on company letterhead

\_\_\_\_\_ Copy of passing tank tightness test(s) for the trailer(s) wanting access to the terminal. In Illinois, must have a copy of the IEPA Certificate of Registration for each trailer.

\_\_\_\_\_ ULSD Authorization Form

\_\_\_\_\_ SCAC Code (if one is assigned) \_\_\_\_\_

\_\_\_\_\_ FEIN # \_\_\_\_\_

\_\_\_\_\_ Contact Name \_\_\_\_\_

\_\_\_\_\_ Telephone # \_\_\_\_\_

\_\_\_\_\_ Fax # \_\_\_\_\_

\_\_\_\_\_ Email Address \_\_\_\_\_

\_\_\_\_\_ Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please mail a copy of the Truck Loading Agreement with an original signature to:

**HWRT Terminal Access, PO Box 484, Alton, IL 62002**

You can also fax this information to (618) 254-8281 Attn: HWRT Terminal Access

However, original documents still need to be mailed to our address above.



To ALL carriers loading out of the Norris City, IL location:

We will need a current Certificate of Insurance meeting the requirements below in order for your company to be granted loading privileges at the Norris City, IL location.

**Certificate Holder:**

HWRT Terminal – Norris City, LLC  
317 County Road 750 N  
Norris City, IL 62869

**\*\*\* Please Note – Very Important - Must be noted on certificate \*\*\***

- 1. Must note additional insured for both general and auto liability**
- 2. Must note waiver of subrogation on general liability, auto liability and workmen's compensation**
- 3. Must note MCS 90 coverage**

**GENERAL LIABILITY:**

Bodily Injury	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00

**AUTOMOBILE LIABILITY:**

Bodily Injury	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00

**GENERAL EXCESS LIABILITY:**

Total Limit	-	\$1,000,000.00
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**STATUTORY LIMITS ON WORKERS' COMP.**

Please have your insurance company fax a copy of the Certificate or Insurance to my attention. The fax number is (618)254-8281.

If you have any questions, please call (618)254-2855.

Sincerely,

Bryan W. Hatfield