

# SEVENTEEN TWENTY OIL COMPANY CARRIER ACCESS AGREEMENT

Effective Date: \_\_\_\_\_

**Parties:**

Carrier: \_\_\_\_\_

**Seventeen Twenty Oil Company (STOC):**  
And its affiliates

1385 E Sixth St  
Corona, California 92879

SCAC: \_\_\_\_\_

FEIN: \_\_\_\_\_

**Recitals:**

- A. Seventeen Twenty Oil Company (STOC) maintains refined and/or blended petroleum products ("Products") at various Product terminals ("Terminals"), including some owned and/or operated by STOC and/or Kelterite Corporation (Kelterite).
- B. The above identified carrier ("Carrier") desires to obtain access to, and ingress to and egress from, one or more such Terminals for the sole purpose of loading or delivering Product(s) into transport vehicles (the "Access Privileges").
- C. STOC is agreeable to granting the Access Privileges subject to the terms and conditions set forth herein.

**Terminal Locations:**

The specific Terminals at which the Carrier is requesting access includes the following Terminals:

- Seventeen Twenty Oil Company 1385 E Sixth St., Corona, CA 92879
- Kelterite Corporation 12231 Pangborn Ave., Downey, CA 90241

**Agreement:**

STOC and Carrier agree as follows:

1. Terminal Privileges/Employee Designation. These provisions apply to all Access Privileges granted from time to time by STOC or any Third Party (as defined herein) for all Terminals designated by STOC from the date hereof. STOC may, in its sole discretion, change, amend or modify the Access Privileges during the term of this Agreement, and any such change, amendment or modification will become binding upon Carrier immediately upon notification by STOC. Carrier may designate in writing to STOC the names of Carrier's employees it desires to authorize to use the Access Privileges for each designated Terminal by submitting a completed form of authorization in the form attached to this Agreement as Exhibit A or another form acceptable by STOC. By submitting an employee to STOC for authorization, Carrier represents that the employee is competent and properly trained in the operation of his equipment. Upon receipt and review of the information presented, STOC will grant Access Privileges to the properly designated employees in accordance with the terms of this Agreement. In addition to the other rights reserved hereunder, STOC reserves the right, in its sole discretion, to immediately suspend Access Privileges with regard to any employee of Carrier that STOC believes poses a threat to the safety of such employees or others.

2. Third Parties: If a Terminal is owned, leased or otherwise controlled in whole or in part by any third party ("Third Party"), Carrier must also strictly comply with any and all access, use, and other requirements of that Third Party relating to any such Terminal, as well as to any changes, amendments or modifications to those requirements.
3. Accounts; Access Procedures. Automated terminal equipment is not utilized and are thus "Non-Automated Terminals". STOC will notify the Carrier of the appropriate access procedures. Carrier cannot load any Product(s) without first providing STOC with an acceptable account number. Following the Effective Date, STOC will notify Carrier of the required method of exercising Access Privileges at the designated Terminals and will provide Carrier with access materials as such party deems appropriate. Carrier may not use Account for any party other than the party for which it is loading or delivery Product(s) under this Agreement. Carrier must immediately notify STOC of any misappropriation, theft or loss ("Misappropriation") of any account.
4. Compliance with Laws and Terminal Rules: Carrier agrees to abide by all applicable laws, orders, rules, and regulations ("Laws") promulgated by any federal, state, or local governmental authority having jurisdiction with respect to use of the Terminal(s), and the loading, handling, transportation or storage of the Product(s). Such Laws include, but are not limited to, the U.S. Clean Air Act and regulations promulgated thereunder, and applicable Department of Transportation Regulations. Carrier must comply with all posted signs and other rules and regulations as may be issued from time to time at the designated Terminals with respect to the use of the Terminals. All changes to the rules and regulation of the Terminals will be effective as soon as they are posted at the applicable Terminal. Exhibit B lists the minimum requirements that Carrier must comply with in connection with the Access Privileges under this Agreement.
5. Safe Delivery. STOC may (but is not obligated to) refuse to deliver any Product(s) into any transport vehicle furnished by Carrier if STOC or any Third Party, in the sole discretion of each, believes that it would be a violation of any Law or dangerous or hazardous to persons or property for the Product(s) to be delivered into, contained in or transported by such transport vehicle. STOC will not be liable to Carrier or any other person by reason of any such refusal. STOC or any Third Party will not be required to investigate whether it is unsafe or hazardous for the Product(s) to be delivered into, or contained or transported in, any such vehicle.
6. Termination. The Access Privileges are temporary in nature and may be terminated by STOC or any Third Party in its sole discretion, in whole or as to any one or more Terminal(s), or as to any one or more employees of Carrier, at any time by providing notice of termination. Any termination will be effective immediately upon notification to Carrier. Upon termination, Carrier must immediately vacate the Terminal. STOC or any Third Party may, at any time and for any reason during the term hereof, deny access to any of the Terminals.
7. Indemnity. Carrier agrees to indemnify, hold harmless, and defend Seventeen Twenty Oil Company, its subsidiaries and affiliates, and each of their respective officers, directors, agents, employees, representatives, successors, and assigns (collectively, the "STOC Parties") from and against any and all claims, demands, damages, fines, penalties, losses, causes of action, liabilities, and judgments (collectively, "Claim(s)") of every kind (including all expenses of litigation, court costs, and reasonable attorney's fees) arising out of any negligent or wrongful act or omission of Carrier, including, without limitation, Claims for (i) damage to any property or injury to or death of any person (including, but limited to, employees of Carrier), (ii) breach of this Agreement by Carrier, its officers, agents, employees, representatives, and contractors (collectively, the "Carrier Parties"), and (iii) violation of any Laws by any of the Carrier Parties. The foregoing indemnity shall apply even if the Claim is based in part upon the joint or concurrent negligence or strict liability of any of the STOC Parties; however, Carrier will not be required to indemnify the STOC Parties for any Claim determined by final judgment of a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of the STOC Parties.
8. Insurance Requirements. Carrier must at all times comply with all Laws with respect to worker's compensation, employer's liability and occupational disease insurance. Carrier must obtain and furnish to STOC at the address set forth above certificates of insurance reflecting that Carrier has in force and effect the types and amounts of insurance set forth in Exhibit C attached hereto and made a part hereof, with companies reasonably satisfactory to STOC. STOC may, at its sole discretion, change any and all coverage's set forth in Exhibit C by delivering a revised form thereof to Carrier, and Carrier agrees to be bound by the terms thereof. Furthermore, Carrier must comply with all insurance requirements of any Third Party.

9. Department of Transportation Regulations. Prior to transporting and Product(s) loaded at or delivered to the Terminal hereunder, Carrier and its drivers must:
- a. Make, or cause to be made, the following certifications on the product transfer documentation covering the Product, or additives received:
 

“If required by 49 CFR 172.204, this is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.”

“Carrier hereby certifies that the cargo tank used for this shipment is a proper container for the commodity loaded therein and complies with Department of Transportation specifications, and certifies the cargo tank is properly placarded and marked to comply with regulations pertaining to hazardous materials”; and
  - b. Have in any vehicle transporting Product(s) or additives at all times during transportation of the Product(s) the most current edition of the Department of Transportation Emergency Response Guidebook pursuant to the requirements of 49 CFR 172.602, as amended.
10. Miscellaneous. This Agreement and (where applicable) any transportation services agreement to which STOC and Carrier are parties constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes and terminates as of the date hereof, any prior agreement between the parties hereto covering the loading or delivering of Product(s) at any Terminal(s), subject, however, to all rights, liabilities, and obligations accruing under any such prior agreement before said date of termination. This Agreement shall be governed by the laws of the State of California, without regard to California conflicts of laws, rules or principles. Any invalid provision or part thereof, of the Agreement shall be deemed severed from the valid provisions, which shall remain in full force and effect and be construed in such a manner as to effectuate the original intent of the parties as fully as possible without violating applicable Laws.
11. Assignment. The terms and conditions hereof are binding upon, and will inure to the benefit of the parties hereto, their respective legal representatives, successors, and assigns; provided, however, Carrier may not assign any of its rights, privileges, duties or obligations hereunder without the prior written consent of STOC.
12. Exhibits. All of the Exhibits A, B and C attached to this Agreement are deemed incorporated herein by reference.

Carrier: \_\_\_\_\_

Seventeen Twenty Oil Company:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
TO CARRIER ACCESS AGREEMENT**

**ACCESS AUTHORIZATION**

Carrier hereby authorizes all drivers, of said Carrier, to exercise the Access Privileges granted to Carrier under and in accordance with the terms and conditions of that certain Carrier Access Agreement between STOC and Carrier ("Agreement").

Carrier: \_\_\_\_\_

Seventeen Twenty Oil Company (STOC) Representative: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(ATTACH NAMES OF AUTHORIZED DRIVERS: include name & driver's license number):

1. \_\_\_\_\_  
Name License Number
2. \_\_\_\_\_  
Name License Number
3. \_\_\_\_\_  
Name License Number
4. \_\_\_\_\_  
Name License Number
5. \_\_\_\_\_  
Name License Number
6. \_\_\_\_\_  
Name License Number
7. \_\_\_\_\_  
Name License Number
8. \_\_\_\_\_  
Name License Number

Use additional paper/pages if needed

**EXHIBIT B**  
**TO CARRIER ACCESS AGREEMENT**  
Safety Requirements for Drivers

OSHA, DOT, and CA. regulations must be followed by all drivers. Safety equipment (PPE) and vehicles must also be in full compliance with these and any other applicable regulations. In addition, the following rules and regulations have been developed for your safety, to ensure the safety of site personnel, and to maintain compliance with all applicable regulations, safety rules, and Seventeen Twenty Oil Company corporate regulations.

**I. Entering - Leaving Requirements**

1. When approaching the entrance, all trucks need to enter from the East driveway and exit from the West driveway.
2. A 5 MPH maximum speed limit must be followed onsite.

**II. Personal Safety**

1. Your employer has the responsibility of providing you with the appropriate safety equipment and hazards information needed to safely handle and transport the materials you are hauling. Minimum Personal Protective Equipment (PPE) is mandatory.
2. Special requirements, procedures and safety rules may be issued for certain materials and Drivers will be required to comply with the additional safety instructions including those listed here.
3. Outside your cab, PPE requirements are as follows: **Level of PPE requirements could be increased by contract requirements.**

**• Minimum Personal Protective Equipment (PPE) required:**

Hard hats, safety glasses with side-shield eye protection / face shield, shoes with sturdy leather uppers (no tennis shoes), FRC Protective clothing shirts (long sleeve), pants or coveralls.

4. H2S Monitors are not to be worn on the hard hat or on belts. They are to be worn at chest level within 18" of the breathing zone. They are to remain on the outside of the drivers clothing when wearing a jacket (FRC Rated).
5. Locate and familiarize yourself with the location of the nearest safety showers and other protection equipment.
6. If you are exposed to fumes, contact STOC about any chemicals or if you suffer any injury no matter how slight, report at once to plant personnel.

**III. General Safety Rules**

1. Drivers must comply **with all general STOC/Kelterite site safety rules and familiarize themselves with safety manuals in Terminal offices or as posted.**
2. Obey all traffic signs, drive with caution, park in designated areas, and observe any posted signs/directions
3. Side shield and safety glasses and hardhats must be worn when leaving your cab in the loading/unloading areas.
4. Use caution when approaching overhead road clearances.
5. No smoking within Terminal.
6. Keep matches and lighters in glove compartment of truck. Open flames are not permitted.
7. Cameras, firearms, illicit drugs and alcohol are not permitted.
8. Pets, passengers, or minors under 18 are not permitted.
9. Report immediately to the Scale Man, any accident.
10. Your truck is subject to search by Security and/or a STOC/Kelterite Representative while on Company property.
11. STOC/Kelterite will not be responsible for loss or damage to vehicles or personal property resulting from accident, fire, fumes, theft, or other causes.
12. Seat belts will be worn at all times when the vehicle is in motion.

13. DO NOT block intersections or driveways while waiting in line for unloading.
14. If the tractor is coupled to the cab during loading or unloading, the engine must be shut off unless needed for a pump or compressor. No one may remain in the cab during this time.
15. Driver may not be more than 25 feet from his truck / trailer while at the rack.
16. Usages of cell phones are not permitted when driving on site or while loading or offloading. Driver must pull over and park out of the roadway when using a cell phone.
17. Sleeping while on site is not permitted.

#### **SAMPLING PROCEDURE FOR DRIVERS**

1. Turn off truck engine and chock trailer/tractor.
2. Ground trailer.
3. Give shipping papers to STOC/Kelterite personnel.
4. STOC/Kelterite personnel must be in attendance prior to any samples being taken by the driver.
5. Position trailer under loading rack at the pump.
6. Secure brakes.
7. Put on your PPE.
8. Sample the trailer.
9. Give sample to STOC/Kelterite personnel.
10. Park in the designated parking area and report to the Scale Man
11. Turn off truck engine.

#### **UNLOADING PROCEDURES FOR DRIVERS**

- **DO NOT** hook up trailers unless under direct supervision of an unloading operator and once that operator has verified where the trailer is to be unloaded.
- **DO NOT** open a discharge valve unless directed to do so by unloading personnel.
- **DO NOT** change the discharge valve setting to increase the flow rate once the trailer has started to discharge unless under the direction of the unloading operator.
- **DO NOT** operate any Seventeen Twenty Oil Company/Kelterite Corporation pumps or valves at any time.

#### **REQUIREMENTS FOR TRAILERS**

- Trailers must be in safe working condition, equipment working and meet DOT requirements.
- Use of pressure to blow out plugged unloading valves is prohibited.

**Individuals not complying with site and area safety rules, or instructions from unloading area personnel, will be reported to their management. Violators may be escorted off the plant and possibly barred from the site.**

**EXHIBIT C**  
**TO CARRIER ACCESS AGREEMENT**

**MINIMUM INSURANCE REQUIREMENTS**

1. Commercial Auto Liability
  - a. Limits – combined single limit of not less than \$2,000,000 per occurrence.
  - b. Coverages:
    - i. Owned vehicles
    - ii. Hired vehicles
    - iii. Non-owned vehicles
    - iv. Mobile equipment
    - v. Environmental restoration in accordance with the MCS-90 endorsement as prescribed under sections 29 and 30 of the Motor Carrier Act of 1980
  - c. In the event the Access Privileges provided to Carrier by STOC or any Third Party include the lifting of liquefied petroleum gas products, then the required limit of insurance set forth in Paragraph 1(a) is not less than a combined single limit of \$5,000,000 per occurrence.
  - d. “Seventeen Twenty Oil Company, its subsidiaries and affiliates, and each of their officers, directors, and employees” (collectively, “STOC Insureds”), must be named as additional insureds as to all comprehensive auto liability policies.
  - e. Coverages may consist of primary and excess of policies.
  - f. Coverage is to be primary to any insurance coverage carried by the STOC Insureds.
2. General Liability
  - a. Limits – combined single limit of not less than \$1,000,000 per occurrence.
  - b. Coverages: Premise Liability, Sudden and Accidental Pollution, Fire Damage and Medical Expense
  - c. The STOC Insureds must be named as additional insureds as to all general liability policies.
  - d. Coverage may consist of primary and excess of policies.
  - e. Coverage is to be primary to any insurance coverage carried by the STOC Insureds.
3. Workers’ Compensation/Employer’s Liability
  - a. Workers’ compensation insurance must be maintained to comply with the statutory limits, including occupational disease, for the state in which operations are conducted.
  - b. Employer’s Liability Coverages:
    - i. \$100,000 per accident
    - ii. \$100,000 disease, each employee
    - iii. \$500,000 disease policy limit
4. Provisions Applicable to All Policies Described Above
  - a. Carrier and its insurers agree to waive their rights of subrogation against the STOC Insureds under all policies described herein.
  - b. Carrier agrees that it is solely responsible for all premium payments, audits, deductibles, retro adjustments or any other payments due insurers by Carrier and that the STOC Insureds have no liability therefore.
  - c. All policies must require that the insurer provide STOC with at least 30 days notice of any cancellation or non-renewal of coverage.
  - d. Carrier must have its insurers provide certificates of insurance to STOC evidencing that the coverage required herein is in full force and effect throughout the term of this Agreement.