

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("Agreement") is made as of _____, by _____ ("Shipper"), with offices at _____, in favor of CSX TRANSPORTATION, INC. ("CSXT"), with offices at 301 W. Bay Street, Jacksonville, Florida 32202.

RECITALS:

- A. CSXT arranges or provides intermodal transportation of shipments as a shipper's agent.
- B. Shipper has contracted with CSXT to arrange or provide intermodal transportation services for Shipper and Shipper's customers.
- C. Shipper wishes to enter into this Agreement to acknowledge and assume the following obligations with respect to shipments for which CSXT arranges or provides intermodal transportation services.

AGREEMENT

NOW, THEREFORE, for and in consideration of CSXT's services, shipper agrees as follows:

1. The recitals above are incorporated herein by reference.
2. This the term of this Indemnification Agreement is for one year from the date first above written and will automatically renew for successive one year terms unless terminated by written notice to either party.
3. This Agreement shall apply to Fork Lift shipments for which CSXT arranges or provides intermodal transportation on behalf of or at the request of Shipper.
 - a. Shipper understands and agrees that it will comply with the requirements, obligations and procedures described in Exhibit A attached hereto and by reference made a part hereof. For fork lifts exceeding 5,000 pounds total weight or 2,500 pounds per axle the Shipper's pre-approved blocking and bracing plan shall be attached hereto as Exhibit B. These are minimum standards and do not relieve the Shipper of its duty to tender cargo that is loaded with reasonable care given the inherent nature of the cargo.
 - b. The requirements contained within this Agreement apply to shipments that are moving over the rail lines of CSXT and/or are being handled for CSXT's benefit by other carriers or by CSX Intermodal Terminals, Inc. drayage services. Shipments intended for movement over the rail lines or via drayage of CSX Intermodal Terminals' Underlying Carriers must be pre-authorized by CSXT and conform to each carrier's specific requirements and procedures.
4. Forklifts otherwise meeting the requirements are prohibited from shipping as Freight All Kinds (FAK) and must be clearly identified on shipping papers by the appropriate Standard Transportation Commodity Code (STCC) 35 37178 and commodity description. In addition, the notation "FORKLIFT" must clearly appear on all shipping papers and the waybill.
5. Shipper agrees to defend, hold harmless and indemnify CSXT and its affiliates, and each of their respective officers, directors, shareholders, employees, and agents, from and all damages, payments, claims, liabilities, and losses (including, but not limited to, attorneys, consultant and expert fees and expenses) arising from or related to the loading of forklifts into containers and trailers for which CSXT arranges or provides transportation services on behalf of or at the request of Shipper.
6. This Agreement shall apply in the case of any conflict between this Agreement and any other indemnification clauses or agreements between CSXT and Shipper. This Agreement is subject to, and shall be construed and enforced in accordance with the laws of the State of Florida. The delay or failure of either party to enforce any provision of this Agreement or to prosecute a default will not be considered as a continuing or permanent waiver of that provision or bar to prosecution of the default unless so indicated in writing.
7. The remedies hereunder are in addition to remedies available under and other written agreement between the parties and remedies available under the CSXT, Inc. Service Directory 1.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Shipper has cause this Agreement to be executed by its authorized officer on the date shown below.

Date: _____

SHIPPER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

WITNESS NAME: _____

WITNESS SIGNATURE: _____

RETURN EXECUTED ORIGINAL TO:

CSX TRANSPORTATION, INC.
INTERMODAL LAW DEPARTMENT
AT&T TOWER
301 W. BAY ST.
JACKSONVILLE, FL 32222-4434

EXHIBIT A
FORK LIFT LOADING REQUIREMENTS

- 1.) For fork lifts with a ship weight of less than 2,500 pounds per axle Shipper must provide the following blocking and bracing:
 - a) The load must have the unit weight evenly distributed;
 - b) Each unit must be blocked and brace with no less than laminated 2"x6" lumber protecting both lateral and longitudinal movement;
 - c) Longitudinal blocking when contacting the tires must contact 50 percent of the tire. If longitudinal blocking is applied directly to the unit it must contact no less than 3 inches of the unit. Longitudinal blocking must have sufficient backup cleats with proper size and amount of nails;
 - d) Lateral blocking when applied to the side of the wheels will consist of not less than laminated 2"x6" lumber. When lateral blocking can not be applied against the wheels the blocking must contact at least 3 inches of the unit.

- 2.) For consideration of fork lifts with a weight of more than 2,500 pounds per axle or 5,000 pounds total weight Shipper must receive preauthorization by CSX Load Engineering and Design of an individualized load plan. The load plan must have:
 - a) The load must have the unit weight evenly distributed;
 - b) The weight of each axle distributed so that no more than 2,500 pounds rest on any linear foot of the container;
 - c) Sufficient blocking and bracing to prevent movement while in transit.
 - d) No more than 25,000 pounds loaded in any 10 linear feet.

- 3.) In all cases batteries must be secured and disconnected and fuel supplies removed.