

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 intermodal transportation of shipments as a shipper’s agent.
- B. Shipper has contracted with CSXT to arrange 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. This Agreement shall apply to all intermodal shipments for which CSXT arranges transportation on behalf of or at the request of Shipper.
2. Shipper understands and agrees that it will comply with the requirements, obligations and recommended procedures described in Requirements for Loading/Securing, (incorporated herein by this reference), as well as with the requirements and recommended procedures of the Association of American Railroads (the “AAR Procedures”) with respect to packaging, bracing, blocking, loading, unloading or other movement (collectively, “loading”) of concentrated metal products into containers and trailers. 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.
3. Concentrated Metal Products 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) and commodity description. In addition, the notation “CONCENTRATED METAL PRODUCT” must clearly appear on all shipping papers and the waybill.
4. 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 concentrated metal products into containers and trailers for which CSXT arranges or provides intermodal transportation services on behalf of or at the request of Shipper.
5. Shipper shall procure, as its own expense, and maintain until all of its obligations under this Agreement have been fully discharged and performed, commercial general liability insurance, naming CSXT as an additional insured, covering bodily injury and property damage, with a coverage limit of not less than \$2,000,000 per occurrence and containing a contractual liability endorsement which will cover the obligations assumed by Shipper under this Agreement. The required insurance shall include waivers of subrogation rights endorsements, shall not have any exclusion for liability relating to railroad operations, and shall require thirty (30) days written notice to CSXT prior to any expiration or termination of, or any change in, the coverage provided. Upon CSXT’s request, Shipper will provide CSXT with certificates of insurance, copies of insurance policies and evidence of payment of all due premiums for such insurance. Notwithstanding this paragraph, the liability assumed by Shipper under this Agreement, including, but not limited to, Shipper’s indemnification obligations, shall not be limited to the foregoing insurance coverage.

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.

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
BELLSOUTH TOWER
301 W. BAY ST.

JACKSONVILLE, FL 32222-4434