



## CARRIER REFINERY/TERMINAL ACCESS AGREEMENT

Frontier Oil and Refining Company ("Frontier") agrees to provide or secure access for you the "Customer/Supplier" named below (and for your employees, agents and carriers) to load or deliver the products or materials designated on Exhibit "B" at Frontier's Cheyenne, Wyoming or El Dorado, Kansas Refineries or at other terminals as designated.

In consideration, you accept responsibility for compliance with all terms of this Agreement and for the access granted to drivers or carriers acting on your behalf including you, your designated carriers, your customers, agents, employees, or anyone with authority to deliver or withdraw on your behalf.

This Agreement continues until 24 hours after the above office receives written notice of termination. Any issued keys or cards will remain authorized until you return the keys or cards to Frontier or for 24 hours after Frontier has received written notice that the key or card has been lost or stolen, or surrendered and returned to the proper terminal.

Frontier reserves the right to revoke access and to require immediate return of any keys or cards. Access to the terminal, together with the duties and obligations related to the use of the keys and cards is not transferable. Terminals, carriers and customers may not be added to this Agreement except upon prior written amendment.

Your access is subject to and expressly conditioned on:

1. Compliance with the terms and conditions in Exhibits A and B attached;
2. Compliance with "Safety Bulletin" attached, as amended and supplemented from time to time, as regards access to Frontier's Cheyenne, Wyoming or El Dorado, Kansas Refinery if lifting or delivering at these locations;
3. Compliance with access requirements of Authorized Terminals;
4. Compliance with 49 CFR Part 172.800

all of which are incorporated as parts of this Agreement.

The effective date is shown below; however, this Agreement shall not become effective before Frontier receives evidence of insurance and other designations as required.

FRONTIER OIL AND REFINING COMPANY

CUSTOMER : \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(print/type name)

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

**EXHIBIT A  
TO  
REFINERY/TERMINAL ACCESS AGREEMENT**

1. **SAFE HANDLING REQUIREMENTS.** You and all persons acting on your behalf, will be fully knowledgeable in and comply with the Safety Bulletin issued by Frontier, from time to time, and the rules and regulations governing the use of each Authorized Terminal. You agree to ensure that your employees and agents are properly instructed in the characteristics and safe handling, loading, transportation and unloading of petroleum products. You certify that any transportation equipment utilized to move petroleum product at said terminals will comply with the applicable rules and regulations of the US Department of Transportation, including (without limitation) the Hazardous Materials regulations, 49 CFR Part 171 et seq., as amended from time to time, that said equipment will be within its pressure test stage; and that proper hazardous material placards will be affixed to the vehicles, as required by the regulations. You will supply Frontier with a copy of your HAZMAT certification. If required, delivering parties will supply a Material Safety Data Sheet in respect of the commodities delivered.
2. **DELIVERIES.** Deliveries or receipts, at the designated terminal, will be made into tank, pipeline, barge, truck or warehouse location nominated by the Terminal or receiving party within the usual business hours of the designated terminal, and upon reasonable advance notice of loading and/or delivery instructions given by the terminal or receiving party. The Terminal will prepare and furnish the receiving or delivering party with copies of bills of lading and other papers. The receiving or delivering party will furnish or arrange for all tanks, pipelines, barges or trucks needed for product receipts or deliveries.
3. **TERMINAL RULES.** You and all persons acting on your behalf will comply with all rules, practices, and regulations in effect at each Authorized Terminal, and will on request, prior to receipt of any delivery, execute and fully comply (or secure execution and compliance by any carrier) with customary documents required, setting forth the terms under which access to the terminal is granted.
4. **INSURANCE.** Prior to exercising the privileges granted in this Agreement, you agree to carry, or if applicable to have your carriers, customers and agents carry, the following insurance coverages, with minimum limits as delineated:
  - A. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 as to any one occurrence for bodily injury and property damage; and
  - B. Commercial Auto Liability Insurance covering each of your vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage, as to any one accident, including MCS-90 endorsement; and
  - C. Such additional Worker's Compensation or Employer's Liability Insurance as required by each state wherein operations under this Contract are carried out; and
  - D. Such higher limits for each of the above referenced coverages as may be required by any applicable Federal or State laws or regulations, or by the rules and requirements of any terminal or terminal operator.

For the purpose of such insurance you specifically agree that the terminal or other property where deliveries are made or received shall not be considered property under your care, custody or control. You or your carrier, customer or agent will furnish Frontier with Certificates of Insurance evidencing coverage as above and

providing that no material change or cancellation of the policies shall occur until Frontier has received 10 days prior written notice. The insurance coverage provided will be maintained by the insured at the insured's sole cost and expense at all times during the life of this Agreement.

5. **INDEMNITY.** You agree to defend, protect, indemnify and hold Frontier, its agents and employees, harmless from any and all claims, expense (including attorney's fees), loss or damage as follows:

A. From loss or damage to any property, products, material and/or equipment belonging to you or to your employees, carriers or agents, and from injury to or death of your employees, carriers or agents, or you yourself, if an individual, while on or adjacent to the terminal premises, except such loss, damage, injury or death, is caused by the negligence of Frontier, its agents or employees.

B. From loss of or damage to any other property, products, material and/or equipment of any other description, and from any injury to or death of any other person or persons caused by or resulting in whole or in part from your acts or omissions, or those of your employees, carriers or agents, or from the failure of your equipment, or the equipment of your employees, carriers or agents; and for losses incurred by Frontier due to violations of this Agreement by you, your employees, carriers, or agents.

6. **TITLE AND RISK OF LOSS.** Title and risk of loss shall pass at the FOB point specified, or if none is stated when the commodity passes from the equipment owned or controlled by the party making delivery, or designated to make delivery, into equipment owned or controlled by the party taking delivery, or designated to take delivery.

7. **MEASUREMENT.** All quantities shall be corrected for temperature to 60° Fahrenheit. Procedures for measuring and testing, except for deliveries through positive displacement type liquid meters, shall be in accordance with latest ASTM published methods then in effect. Should either party fail to have a representative present during measuring and testing, the measurements and tests of the other party will be accepted. Full deduction shall be made for all BS&W content of any crude oil according to the latest ASTM standard method then in effect.

8. **BRANDS.** None of the commodities delivered under this Agreement may be resold under any of the trademarks or trade names of the delivering party except with prior written agreement.

9. **PRODUCT SALES.** Terms of payment for Frontier's product sales, under this Agreement, are in accordance with the terms established by Frontier in effect at the time and place of delivery. Frontier may decline to make deliveries of products or materials under this Agreement except for cash payable upon delivery whenever seller in its sole judgment has any doubt as to buyer's financial responsibility, and will so advise buyer, whereupon buyer will have the privilege of satisfying seller of buyer's financial responsibility, and if seller is satisfied, deliveries may again continue upon the terms of this paragraph; but if buyer fails to meet the credit requirements of seller, seller may terminate this Agreement immediately without notice. Seller may exercise its right under this paragraph at any time and from time to time during the continuance of this Agreement, and without prejudice to seller's other rights under the terms of this Agreement.

10. **TAXES.** All taxes, duties, charges or fees imposed by any governmental authority prior to the receipt of commodities hereunder shall be for the account of the delivering party. All taxes, duties, charges or fees imposed on or subsequent to delivery shall be for the account of the receiving party. Each party shall reimburse the other in compliance with the foregoing provisions. Exemption certificates will be furnished where exemption is claimed.

11. **FORCE MAJEURE.** Except for payments due hereunder, neither party shall be liable for failure to perform to the extent such failure is occasioned by declared or undeclared war, fire, explosion, riot, strike, or other industrial disturbance, force majeure, governmental regulation, allocation of raw material, supplies, transportation or production facilities, disruption or breakdown of refining, production or transportation facilities, or either party's inability after reasonable diligence to obtain necessary equipment, material or supplies, in whole or in part or at prices reasonable in relation to the price established for the commodity, or any other cause, whether similar or not to those listed, reasonably beyond the control of a party.

12. **WAIVER.** The right of either party to require strict performance by the other of any or all obligations imposed upon the other by this Agreement shall not in any way be affected by any previous waiver, forbearance or course of dealing.

13. **COMPLIANCE WITH LAWS.** As applicable, and unless exempted, each party agrees to comply with all applicable governmental requirements including Air Quality Regulations; Executive Order 11246; Executive Order 11625 (minority business regulations); Executive Order 11738 (environmental regulations); the Small Business Act; the Small Business Investment Act; affirmative action requirements concerning disabled veterans; acts concerning the employment of the handicapped; the Fair Labor Standards Act; and all applicable safety standards.

14. **ENTIRE AGREEMENT.** This Agreement is intended by the parties to be the final, complete and exclusive embodiment of their agreement about the matters covered herein, and no prior stipulation, agreement or understanding of the parties, their employees or agents shall be valid or enforceable. The terms hereof are not gender specific; the female includes the male, the plural includes the singular, and vice versa. This Agreement may not be altered, amended or changed in any way except by a written instrument executed by both parties.

15. **ASSIGNMENT.** This Agreement extends to and is binding upon the successors and assigns of the respective parties; however, neither party shall assign this Agreement, or any interest herein, except to a successor to all or substantially all of the assets of either party, without the prior written consent of the other party.

16. **NOTICES.** Except where otherwise provided notices, invoices and communications shall be sent to the parties at their addresses set forth. All notices shall be deemed to be given on the date of receipt.

