

INSURANCE APPROVAL REQUEST - To be sent with required evidence of insurance.

TO:

Risk Management/Insurance
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, Florida 32202

Date _____

CSXT Agreement With: _____
(Name of Public Authority, Private Entity, Etc.) (Date)

Name of Contractor: _____

(Provide both CSXT and Contract Project Description using CSXT and Contract File Nos. when available)

Project Description: _____

Project involves either passenger rail service or rail shipment of hazardous materials:

YES NO

Anticipated Starting Date: _____ Completion Date: _____

City: _____ County: _____ State: _____

Division: _____ Sub-Division: _____ M. P.: _____

Attached are Original Railroad Protective Insurance Policy, in duplicate, required to be furnished to CSXT. Please advise if the attached evidence of insurance is satisfactory and complies with the insurance requirements of the agreement.

(Public Authority, Private Entity or Contractor must show address below and attach self-addressed, stamped envelope)

TO: _____ Date: _____

File: _____

Approved - this is not authority to proceed with work, entry arrangements must be made with our Division Manager.

Not Approved. Reason:

General Liability limits inadequate (\$ _____ required).

No evidence of Contractual Liability Insurance.

No unconditional 30-day notice of cancellation.

Other:

Returned for your further handling.

Insufficient information provided

Returned without approval.

CSX Transportation, Inc.

cc: Division Manager -Division

Risk Management

SCHEDULE I

SCDOT Project No. : _____

CSXT OP No.: _____

CONTRACTOR'S AGREEMENT

This CONTRACTOR'S AGREEMENT is made as of _____, 2010, by _____ [Insert Name of Contractor] ("Contractor"), to and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property, for the purposes of performing work in connection with the above referenced project for South Carolina Department of Transportation.

In consideration of CSXT's consent to permit Contractor on or about CSXT's property for such purposes, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Contractor, Contractor hereby agrees as follows:

1. CSXT Special Provisions. Contractor agrees to abide by and observe the terms and conditions of the CSXT Special Provisions (which is incorporated by reference into this Agreement).
2. Insurance Requirements. Contractor shall acquire and maintain the insurance described by the Special Provisions, and shall submit proof of insurance to CSXT in accordance with the Special Provisions, satisfactory to CSXT, prior to commencement of work on or about CSXT's property.
3. Indemnification.

Contractor further specifically agrees as follows:

(a) Contractor shall indemnify, defend and save harmless CSXT and its affiliates from all suits or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property, in whole or in part, on account of the operations of Contractor or any subcontractor or sub-subcontractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of Contractor or any subcontractor or sub-subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment and supplies furnished for use in and about the construction of the work under contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance or decree. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement.

(b) Contractor shall comply with any federal, state or local laws, statutes, codes ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Contractor shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Agreement.

(c) For the purpose of this Agreement, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

(d) Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

(e) The provisions of this Agreement shall survive the termination or expiration of the Agreement.

IN WITNESS WHEREOF, Contractor has executed and delivered this Agreement as of the date set forth below.

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____