

ACKNOWLEDGMENT OF RECEIPT AND ACCEPTANCE OF WASTE TRANSPORTATION TERMS



I have received a copy of Union Pacific Railroad Company's General Terms and Conditions including terms and conditions pertaining to the transportation of Waste over the lines of Union Pacific Railroad Company, Tariff UP 1000-series. I understand and agree that shipments of Commodities covered by UP 1000, that are made by or for the account of my Company over Union Pacific Railroad Company's lines will be governed by the rules of UP 1000, as such publication is amended from time to time.

(Signature)

(Name - Print)

(Title)

(Company Name)

Received by:

_____ _____
(Name of UPRR Sales Representative (Date)

CUSTOMER INSURANCE REQUIREMENTS FOR WASTE SHIPMENTS

Customer shall, at its sole cost and expense, procure prior to tendering any Waste shipment and thereafter maintain the following insurance coverage:

1. Commercial General Liability Insurance: Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).
2. Umbrella or Excess Insurance: If Customer utilizes umbrella or excess policies, these policies must form and afford no less coverage than the primary policy.
3. Pollution Liability Insurance: Customer shall purchase and maintain in force for the duration of the contract insurance for pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the insured shipment of pollutants. Coverage shall be maintained in an amount of at least \$2,000,000 per claim/loss, with an annual aggregate of at least \$4,000,000. This coverage may be provided in a separate policy or added to your CGL by endorsement.
4. The policy must contain no exclusion for bodily injury, property damage, or environmental damage arising out of ownership, maintenance, use or entrustment to others of any rolling stock owned or operated or rented or loaned to the Customer
5. If coverage is provided in a separate policy customer warrants that any retroactive date applicable to the coverage under the policy is the same as or precedes the date of the Shipment at issue; and that continuous coverage will be maintained for a period of 5 years beginning from the date of the or if coverage is cancelled for any reason the policies extended discovery period will be exercised for the maximum time allowed.

Other Requirements

6. All policy(ies) required above must include UP as Insured using ISO Additional Insured Endorsement CG 20 26 (or substitute form providing equivalent coverage). The coverage provided to UP as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26 provide coverage for UP's negligence whether sole or partial, active or passive, and shall not be limited by Customer's liability.
7. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Publication, or (b) all punitive damages are prohibited by all states in which transportation will be performed.

CUSTOMER INSURANCE REQUIREMENTS FOR WASTE SHIPMENTS

8. Prior to any Shipment, Customer shall furnish UP with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with these insurance requirements.

Certificate(s) shall be sent to:

Union Pacific Corporation
Insurance Compliance
PO Box 12010 UP
Hemet, CA 92546-8010
FAX: (951) 652-2869
Email: unionpacific@certsonline.com

9. All insurance policies must be written by a reputable insurance company acceptable to UP or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
10. The fact that insurance is obtained by Customer or by UP on behalf of Customer will not be deemed to release or diminish the liability of Customer, including, without limitation, liability under the indemnity provisions of this Publication. Damages recoverable by UP from Customer or any third party will not be limited by the amount of the required insurance coverage.
11. Customer is not allowed to self-insure without the prior written consent of UP. If granted, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by Customer in lieu of insurance. Any and all UP liabilities that would otherwise, in accordance with the provisions of this Publication, be covered by Customer's insurance will be covered as if Customer elected not to include deductible, self-insured retention or other financial responsibility for claims. By Customer's signature on the Acknowledgement of Receipt and Acceptance of Waste Transportation Terms, Customer represents and warrants that it is and will maintain the ability to be financially responsible for these required coverage.