FORM 2.2
ACCESS AGREEMENT INDEPENDENT OPERATOR JOINDER FORM

SCHEDULE "D"

APPLICATION TO JOIN AN INDEPENDENT OPERATOR TO A USER'S DRIVER FLEET

Name(s) of User (or names of both companies, if the User is made up of two companies) (jointly and severally, the "User")

Primary Company: _____

Secondary Company (if applicable): _____

Name and Port Pass # of the joined Independent Operator, (together with any eligible employees of the joined Independent Operator, the "Joined IO")

Name: _____

Port Pass #: _____

*Email address:*_____

*Telephone #*_____

Capitalized terms not otherwise defined herein have the meanings given to them in the Access Agreement.

Pursuant to the Access Agreement that the User has entered into or wishes to enter into with the Authority, the User and the I/O identified above hereby apply to the Authority for authorization to join the Independent Operator to the User, for the purpose of provided Port-Related Drayage.

The User and the Joined IO hereby agree and confirm that:

1. the Joinder will not be effective unless and until the Authority confirms its approval of same in writing;

2. a copy of the covenants contained in the Access Agreement has been provided to the Joined IO;

3. the Joined IO is bound by all of the covenants of the User contained in the Access Agreement entered into by the User and the Authority;

4. if the Joined IO uses the services of any other person to undertake Port-Related Drayage, that person must be an employee of the Joined IO and listed in the form attached as Appendix 1;

5. all data respecting trucks must be provided in accordance with the prescribed application process;

6. all data must be submitted to the Authority and kept current. It is the User's obligation to notify the Authority forthwith if any of the information of the User, the Joined IO or the Joined IO's employees' changes;

7. either the User or the Joined IO may terminate the Joinder at any time, upon notice to the other party, the Authority and the British Columbia Container Trucking Commissioner;

8. the Joined IO and any driver employed by the Joined IO to undertake Port-Related Drayage has submitted to the User a completed Access Agreement Consent to Disclose in the form as attached as Schedule "E" to the Access Agreement; and

9. the Authority reserves the right to terminate this Joinder immediately upon notice for breach of the terms contained herein, for breach of the Access Agreement, or if the sponsorship authorized by the BC Container Trucking Commissioner terminates for any reason.

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By signing in the space provided below, the User and the Joined Independent Operator confirm that they agree to the terms and conditions set out above.

Dated this ___ day of _____, 201___.

USER, *by its duly authorized signatory or signatories, if more than one company*

_____
Signature

_____
Name (please print)

_____
Primary Company Name (please print)

_____
Signature

_____
Name (please print)

_____
Secondary Company Name (please print)

WITNESS

_____
Signature

_____
Name (please print)

_____

_____

_____
Address

JOINED INDEPENDENT OPERATOR, *by its duly authorized signatory or signatories, if a corporate entity*

_____
Signature

_____
Name (please print)

WITNESS

_____
Signature

_____
Name (please print)

_____

_____

_____
Address

FORM 2.2
JOINDER APPLICATION

Appendix 1: Joined Independent Operator's Employee Information

Port Pass Number	First Name	Middle Name	Last Name

In the event that the information, terms and conditions of this application conflict with the terms and conditions of the Access Agreement, the terms and conditions of the Access Agreement shall prevail.