

H&M Port Security Escort Services, LLC

VISITOR TERMS AND CONDITIONS AGREEMENT

In accordance with 33 CFR 101.105, all clients escorted agree to be continuously accompanied (side-by-side or vehicle-to-vehicle) while within a restricted area in a manner sufficient to be observed by his or her escort. In order to determine whether the escorted individual is engaged in activities other than those for which the access was granted.

Persons seeking access to Georgia Ports Authority facilities who do not physically possess a valid TWIC, are not routinely employed on *GPA(ii)* facilities, have demonstrated a business need to enter, and are approved by the *GPA(ii)* and *H&M Port Security Escort Services, LLC* to enter, shall only enter *GPA(ii)* facilities with a *H&M(iii)* approved escort as a side-by-side companion at the ratios required by federal regulations. These persons are defined as visitors. All visitors must be approved in advance of arrival to the facility.

A sponsoring employer or independent contractor who requests a visit for their employee(s) (or Independent contractor) assumes full civil and criminal responsibility for ensuring their employee(s) and or (independent contractor) maintains compliance with the federal laws, rules, and regulations, relating to restricted area access and agrees to assume responsibility for all liability and fines imposed by Federal and State authorities for their employee's failure to adhere to and maintain strict compliance with all *GPA(ii)*, Federal, and State rules and regulations, as well as all *GPA(ii)* visitor guidelines.

All visitors must agree to abide by the policies and procedures outlined in the *GPA(ii)* TWIC policy or access is denied. Failure to adhere to these procedures is a violation of federal law and constitutes a breach of security. All breaches of security will be reported, as required by federal law and the United States Coast Guard (USCG) approved Facility Security Plan (FSP), and may result in fines imposed by the USCG for non-compliance. Fines levied against *GPA(ii)* and or the escort for a visitor(s) failure to comply will all rules and regulations will be redirected to the visitor and/or their employer. All visitors, and or sponsoring employers agree to hold harmless *H&M(iii)* for any fines levied and or penalties; and also agree to cover damages levied against *H&M(iii)*, associates, and affiliates for violating Federal, State, and or *GPA(ii)* regulations.

Authorized TWIC escorts will be summoned to a designated visitor parking area to meet their non-TWIC visitor(s). Both the visitor(s) and escort will sign the both the *GEORGIA PORTS AUTHORITY VISITOR/ESCORT AGREEMENT* as well as *H&M Port Security Escort Services, LLC, Visitor Terms and Conditions Agreement*. Visits on *GPA(ii)* property are granted at the sole discretion of *GPA(ii)* for a period determined by *GPA(ii)*, and *GPA(ii)* reserves the right to deny, suspend or revoke access privileges to a visitor at any time.

I agree to the terms and conditions outlined within the *H&M(iii)* Policy, *GPA(ii)* TWIC Policy *the Georgia Ports Authority TWIC Escorting and Security Awareness Training Pamphlet*. Furthermore, as the visitor, I agree to make restitution for any fines or penalties levied by the government or Georgia Ports Authority or other outside agencies against *H&M(iii)*, representatives, contractors, owners, employees and affiliates for any violation of policy as noted above.

(i): Any personal information/data, intellectual or otherwise

(ii): Georgia Ports Authority (*GPA*)

(iii): H&M Port Security Escort Services, LLC (H&M Port-SES, LLC) or (*H&M*)

Business: _____

Business Phone: _____

Business Email: _____

Business Address: _____

Time Start: ____:____ (24H) Time Stop: ____:____ (24H)

Facility: **GCT:** _____ **OT:** _____

Event: **TWIC ESCORT**

Date of event: ____ MM / ____ DD / 20 ____

Truck Number: _____ Trailer Number: _____

Booking: _____ PIN: _____

Description of activities: _____

Participant Info	
Legal Name: _____	
Driver License () / CDL ()	
License#: _____	
Expire: ____ / ____ / ____	
Height: ____ ' ____ "	Weight: ____ lbs/kg
Hair: _____	Eyes: _____
Sex: M / F	
Address: _____	

I, _____ "the participant" hereby hold harmless *H&M Port Security Escort Services, LLC*, its owner, officers, employees, contractors, and affiliates from any liability of injury, death, loss or damage to any personal (i) , and *Georgia Ports Authority* property associated with my participation in any and all activities at *GPA(ii)* during the *TWIC Escort*.

I also agree to hold harmless *H&M Port Security Escort Services, LLC* and its owner, employees, contractors, and affiliates for any unforeseen delays such as, but not limited to port operations. I also agree to a standard hourly charge of \$50.00 per hour per person (a one hour minimum rate applies for all standard TWIC escorts). Note: any other non-standard, negotiated, fee/rate must be approved and in writing, by an *H&M(iii)* supervisor, otherwise becomes null-and-void. I also understand that *H&M(iii)* escorts **DO NOT** for any reason move, load and/or unload equipment. For any equipment that is to be loaded by the driver such as but not limited to "tractors, cars, machinery...etc," where a driver feels uncomfortable in moving the equipment, and wishes to wait for *Georgia Ports Authority* to move the equipment agrees that a waiting period of **any** length may ensue (normal hourly charges apply for **any** and **all** waiting periods). *GPA(ii)* Dispatch must also be notified by the **driver** if a driver wishes to have *GPA(ii)* move *any* driver loadable cargo.

Furthermore, I acknowledge that I understand and agree to comply with this waiver and all *GPA(ii)*, facility, federal/state and local rules and regulations. This waiver is made to the maximum extent permissible under applicable law. I acknowledge that I have signed this document under my own free will.

Participant Signature: _____ Date: _____

TWIC ESCORT: _____ (print) TWIC ESCORT: _____ (sign)