

# RIGHT OF ENTRY APPLICATION & INSTRUCTIONS



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**If you require Expedited Service, notify us by checking this box. There is an additional fee of \$2,000 USD for this request.**

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A completed application, non-refundable fee in the amount of **\$3,750 USD**, and a print or sketch of the proposed lease premises (including dimensions, coordinates, and cardinal directions) are required to begin the lease process. The print or sketch should depict any planned or existing improvements on the requested premises and the distance from the nearest track.

The non-refundable fee of **\$3,750 USD** includes access to railroad-owned property for up to thirty (30) days. If your project will take longer than thirty (30) days to complete, is complex, or involves HAZMAT, contact a Real Estate representative to discuss your project needs. Additional fees will be requested if flagging or a License Agreement are required for your project.

**Make all checks payable to:**

*[NAME OF RAILROAD]*

Memo: Gulf & Atlantic Accounting Dept. (R.E. Fees)

245 Riverside Avenue

Suite 250

Jacksonville, FL 32202

LIST CHECK NUMBER(S): \_\_\_\_\_

**Contact us at [GAR-AR@pinsly.com](mailto:GAR-AR@pinsly.com) for ACH information [state the name of the railroad in the subject line and attach the completed application with plans].**

Once an executable lease, license, or other agreement is submitted to you, it must be fully executed within thirty (30) days. Thereafter, the application and materials will be archived, and resubmission (including fees) will be required. All annual rental payments can be submitted to the same name and address shown above.

**EXPEDITED SERVICE:** Once a complete application, print or sketch, and required fees are received, including the additional fee of \$2,000 USD, an executable agreement will be made available for review within fourteen (14) business days. ***Please be sure to mark the box above if you require this service.***

PLEASE INITIAL HERE TO INDICATE YOU UNDERSTAND THIS POLICY \_\_\_\_\_

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**REQUIRED:**

Date range for the use of Railroad property (30-day maximum)

Indicate Date Range: FROM \_\_\_\_\_ TO \_\_\_\_\_

Will you be performing environmental testing? YES \_\_\_ NO \_\_\_ (If 'YES', complete the "Environmental Testing" Section)

**APPLICANT AND PROPERTY INFORMATION:**

1. Legal Name of Applicant: \_\_\_\_\_
2. Agreement to be in the name of (if different from above): \_\_\_\_\_
3. Type of Entity (select ONE): Corporation \_\_\_\_\_ LLC \_\_\_ Individual \_\_\_ Municipality \_\_\_  
Partnership \_\_\_ General \_\_\_ Limited \_\_\_ Other \_\_\_\_\_
4. If applicable, state/province of incorporation or organization: \_\_\_\_\_
5. Federal Tax Identification number (U.S. Leases): \_\_\_\_\_
6. Mailing Address: \_\_\_\_\_
7. Overnight Delivery Service Address (if different): \_\_\_\_\_
8. Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_
9. Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax No.: ( \_\_\_\_\_ ) \_\_\_\_\_
10. Email: \_\_\_\_\_
11. Email address where non-billing notices can be sent to: \_\_\_\_\_
12. Is Applicant a condemning authority? \_\_\_ Yes \_\_\_ No
13. Is Applicant an active railroad shipper? \_\_\_ Yes \_\_\_ No
14. Is track usage needed? \_\_\_ Yes \_\_\_ No (**NOTE:** If track usage is required, submit a Track Lease Application)
15. **Billing Contact Name, Phone Number, Email, and Address Required:**

NAME:	
PHONE NUMBER:	EMAIL:
ADDRESS:	

16. Railroad Name: \_\_\_\_\_

Nearest Milepost: \_\_\_\_\_ DOT No.: \_\_\_\_\_

Track Station (from): \_\_\_\_\_ Track Station (to): \_\_\_\_\_

\_\_\_\_\_  
(Adjacent Address)

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Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Located on the (N/S/E/W) \_\_\_\_\_ side of (landmark, intersection) \_\_\_\_\_

**Geographical Coordinates Required (in decimal degrees)**

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

**PROJECT INFORMATION:**

- Will there be any activity, material, vehicles or equipment within 50 feet of a railroad track in connection with your project? YES \_\_\_\_\_ NO \_\_\_\_\_ (If 'YES', Railroad protective liability insurance will be required)
- Within 25 feet? YES \_\_\_\_\_ NO \_\_\_\_\_ (If 'YES', a Flagmen will be required at applicant's expense)
- Will there be any excavation involved? YES \_\_\_\_\_ NO \_\_\_\_\_ (If 'YES', include shoring plans)
- Will there be storage on Railroad property during the project? YES \_\_\_\_\_ NO \_\_\_\_\_ (If 'YES', a License Agreement will be required)
- Will there be permanent fixtures installed on Railroad property during the project? YES \_\_\_\_\_ NO \_\_\_\_\_ (If 'YES', a License Agreement will be required)
- If you are a hired contractor performing an installation, and that installation is covered under an existing License Agreement, what is the License Agreement number? Agreement Number \_\_\_\_\_ (attach a copy to this application)
- Are you performing railcar stenciling? YES \_\_\_\_\_ NO \_\_\_\_\_ If 'YES', provide customer's name and attach a list of the railcar numbers. Customer Name: \_\_\_\_\_
- Are you performing railcar testing? YES \_\_\_\_\_ NO \_\_\_\_\_ If 'YES', provide customer's name and attach a list of the railcar numbers. Customer Name: \_\_\_\_\_
- Are you performing railcar repairs? YES \_\_\_\_\_ NO \_\_\_\_\_ If 'YES', provide customer's name and attach a list of the railcar numbers. Customer Name: \_\_\_\_\_
- Are you performing railcar cleaning? YES \_\_\_\_\_ NO \_\_\_\_\_ If 'YES', provide customer's name and attach a list of the railcar numbers. Customer Name: \_\_\_\_\_
- Are you performing transloading? YES \_\_\_\_\_ NO \_\_\_\_\_ If 'YES', provide customer's name and attach a list of the railcar numbers. Customer Name: \_\_\_\_\_
- Are you a 3<sup>rd</sup> party performing work on behalf of the railroad? YES \_\_\_ NO \_\_\_ If 'YES', provide details below.

**ENVIRONMENTAL TESTING REQUEST:**

- Project Levels:
  - \_\_\_\_\_ Phase I. Non-invasive, non-intrusive visual site inspection and records check only. No sampling will be involved.
  - \_\_\_\_\_ Phase II. Site investigation. You must advise specific testing to be performed from the list below.
  - \_\_\_\_\_ Phase III. Site remediation.
  - \_\_\_\_\_ Other. Please describe your project in detail as it pertains to Railroad property.

- Name, Address and Contact Person of Governmental Agency Requiring this Project:

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- | <u>Type of Environmental Testing</u>                 | <u>Number of Each</u> |
|--|-----------------------|
| Surface soil/sediment samples                        | _____                 |
| Hand-held auger borings                              | _____                 |
| Soil gas survey points                               | _____                 |
| Boring drilled with soil samples                     | _____                 |
| Temporary piezometer wells                           | _____                 |
| <br>   |                       |
| Temporary monitoring wells (must be flush-mounted)   | _____                 |
| Permanent monitoring wells                           | _____                 |
| Recovery wells and associated above-ground equipment | _____                 |
| Recovery systems and above-ground equipment          | _____                 |
| Other – full description required                    | _____                 |
  - Special Provisions: Confidentiality \_\_\_\_\_ Railroad Flagmen \_\_\_\_\_ Monitoring Well \_\_\_\_\_  
Furnish Information \_\_\_\_\_ Proof of Financial Capability or Performance Bond \_\_\_\_\_

**PROJECT DETAILS:**

*Write a short summary of your project scope below.*

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By submitting this application for credit, you authorize Pinsly, or affiliates, to make any inquiries necessary to determine credit worthiness. You release your banking details that would assist to determine credit worthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

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

LIST CHECK NUMBER(S): \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Name Printed: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Fax No: \_\_\_\_\_

**BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION**