

AGREEMENT FOR RAILROAD SNOW REMOVAL

This Agreement for Railroad Snow Removal (the "Agreement") is entered into this ____ day of _____, 20__, by and between _____ (Client"), and the Feather River Rail Society, a California non-profit public benefit corporation ("FRRS"), in consideration of the mutual promises made herein, as follows:

1. Term of Agreement

This Agreement is effective and binding on the parties beginning at _____ (time) on the _____ day of _____, 20__, and will continue in effect until _____(time) on the _____ day of _____, 20__ (the "Term").

2. Services to be Rendered by FRRS.

During the Term, FRRS agrees, subject to weather, hazards, and staffing limitations as further outlined below, to provide snow removal services (the "Services") to Client using FRRS' rotary snowplow over those certain railroad lines located in the Portola railyard and beyond in a _____ direction into the Feather River Canyon (the "Service Area"), as such Service Area is depicted more specifically on Exhibit "A" hereto.

FRRS agrees to provide such Services as soon as is reasonably practical after receipt of Client's notice and request (which shall be provided in accordance with the Notice provisions hereunder in Section 10), but in no event shall FRRS be required to provide such Services a) until at least _____ inches (____") of snow has accumulated in the Service Area, b) if conditions in the Service Area present hazards or undue risks to FRRS personnel and/or any of its equipment, and/or c) unless FRRS has personnel available to adequately staff such operations, all of which determinations in a-c above FRRS shall make in its sole and reasonable discretion as soon as is practicable after Client's notice and request.

The Services shall not include any manual snow removal of non-rail areas or any other activities that are not directly related and involved in removing snow from railroad lines in the Service Area using the FRRS-owned rotary snowplow.

The Services also do not include any road operations such as providing pilot cars and/or guides in vehicles who can provide to FRRS' crew members detailed information about the areas to be plowed ("Road Operations"), whenever such road operations are necessary as FRRS' crew members shall determine in their sole discretion. Client shall be solely responsible, at its sole cost and expense, to provide such Road Operations upon the reasonable request of FRRS' crew members.

3. Delivery of Services

FRRS shall provide the Services using an FRRS-owned rotary snowplow, operated only by FRRS-trained and employed crew members (selected and trained in the sole discretion of FRRS')

supervisors). FRRS shall also provide any and all other tools and equipment required to deliver the Services hereunder. Client agrees that in no event shall Client's representatives or employees be allowed to operate the FRRS' rotary snowplow, and that Client and its representatives shall have no right to direct or otherwise require FRRS' crews to operate the snowplow in a particular manner.

FRRS' crew members will determine, in their sole and absolute discretion, the methods and means for performing the Services and, as provided hereinabove, only FRRS' crew members shall be authorized to operate the snowplow and any other required equipment. FRRS' crew members shall also be authorized to determine, in their sole and absolute discretion, the need for additional crew members and/or equipment necessary to carry out the Services, and the expenses for any such additional crew members and/or equipment shall be Client's sole responsibility as part of the Compensation for Services outlined in Section 4 below.

4. Compensation

In consideration for the Services to be performed by FRRS, Client agrees to pay FRRS the sum of _____ dollars (\$_____) per hour [**PER CREW MEMBER?**] (the "Hourly Fee") for all Services rendered during the Term. Services are deemed to have commenced, and hourly rates begin accruing, when FRRS' crew members begin a job safety briefing before any snow removal Services, during all travel time to and from the Service Area, during performance of the snow removal Services, and continuing until FRRS' crew members return the snow removal tools and equipment back to the FRRS Museum Facility in Portola, California after completing the snow removal Services. Client shall also be obligated to pay the Hourly Fee for any time FRRS' crew members are required to maintain or repair FRRS-owned equipment as a result of providing Services hereunder.

FRRS shall provide Client with a written invoice, pursuant to the Notice provisions in Section 10 below, for such Services as they occur throughout the Term and Client shall pay such invoices in full no later than fifteen (15) calendar days after the date of FRRS' invoice for same. FRRS shall be entitled to assess a monthly late fee equal to _____ percent (____%) of the total invoice amount for any invoices not timely paid and for each month (or part thereof) that such invoice amounts remain outstanding.

5. Damage or Loss of Snowplow Equipment

The parties agree and acknowledge that throughout the Term, FRRS' crews will be moving the rotary snowplow to Client's property temporarily (and typically for three to four-day periods) (a "Service Period") to deliver the Services hereunder. After delivery of the Services during any such Service Period, Client shall return the snowplow to FRRS, with the snowplow in the same operational condition as when FRRS delivered it at the commencement of such Service Period.

If the snowplow is damaged or derailed at any time during a Service Period, Client shall be responsible for any and all costs for repair of same. FRRS shall assess any such damages and shall determine, in its sole discretion, repairs/replacements to remedy such damages. Client shall be obligated, at its sole expense, to effect such repairs, replacements, and/or any rerailment

associated therewith, but such work shall be completed only under the supervision and direction of FRRS' crew members.

Client agrees and acknowledges that the rotary snowplow is valued for purposes of this Agreement at _____ Dollars (\$_____) (the "Snowplow Value"). If the snowplow is damaged beyond repair during any such Service Period, FRRS shall assess and determine the amount of damage in its sole discretion, Client shall pay to FRRS the full Snowplow Value no later than fifteen (15) calendar days after FRRS' invoice to Client for same.

6. Insurance

Client shall maintain a property damage and liability insurance policy for all FRRS equipment and crew members involved in delivery of the Services, with a minimum liability amount of \$5,000,000.00 per incident and a \$10,000,000.00 aggregate claims limit, with FRRS and its directors, officers, employees and volunteers named as additional insureds. Owner shall provide FRRS with a current endorsement to the policy and certificate/proof of insurance evidencing such coverage no later than fifteen (15) business days before the commencement of the Term and from time to time throughout the Term as FRRS may reasonably request.

Client shall defend, indemnify and hold FRRS and its directors, officers, employees and volunteers harmless from and against any and all claims, demands, liabilities, and expenses arising from or in connection with any injury or damage to any person or property arising from delivery of the Services hereunder and/or the location of FRRS' snowplow on Client's property during any Service Periods, and FRRS shall in no event be liable to Client for damage to Client's property or any persons thereon for any reason whatsoever except in the case of willful misconduct by FRRS' employees.

7. Obligations of Client

Client agrees to promptly respond to and take actions necessary to meet any and all reasonable requests from FRRS regarding FRRS' delivery of the Services hereunder.

8. Assignment

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client or FRRS without the prior written consent of FRRS and Client.

9. Termination of Agreement

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving ten (10) calendar days' prior written notice to the other party. Client shall be responsible for any fees and costs incurred by FRRS prior to termination, whether or not FRRS has delivered an invoice for such fees and/or costs to Client prior to such termination. Upon any such termination hereunder, FRRS shall deliver to client, in accordance with Section 4 above, a written invoice for all fees and costs incurred (but not yet invoiced)

through the termination date and Client shall be responsible for payment of same in accordance with such Section 4.

10. Notices

Any notices to be given hereunder by either party to the other may be made either by personal delivery, electronic mail or by postal mail. Mailed notices, both electronic and postal, shall be addressed to the parties at the following addresses:

Client

Address: _____

Email: _____

FRRS

Address: _____

Email: _____

Each party may change the above addresses by written notice in accordance with this paragraph. Notices delivered personally or by electronic mail shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) business days after the date of mailing.

11. Primary Contact

The Client shall assign a primary contact for FRRS for all questions, concerns and information required for the snow removal Services under this Agreement. This Contact shall be available via phone, electronic mail or in person to respond to needs and questions of the FRRS concerning duties under this Agreement.

Contact Name: _____

Contact Phone: _____

Contact Email: _____

12. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of snow removal Services by FRRS for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no

representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

13. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. Governing Law/Disputes and Remedies

Each party must provide to the other party written notice of any alleged disputes, claims, and/or breach ("Dispute(s)") arising under this Agreement within fifteen (15) calendar days after the alleged event or action that results in any such Dispute(s). An executive officer and/or board member or other representative with decision-making authority for each party shall then be required to meet and confer with the non-complaining party no later than ten (10) business days after receipt of the written notice of the alleged Dispute(s) and to work in good faith to resolve same.

1. Mediation:

a. If within twenty (20) calendar days after such meeting, the parties have not succeeded in resolving the dispute, they will, within twenty (20) calendar days thereafter submit the dispute to a mutually acceptable third-party mediator who is acquainted with dispute resolution methods and who can perform the mediation in Portola, California (or another location to which the parties may agree in writing). In the event the parties are unable to appoint a mutually acceptable mediator, they shall jointly make application to a court with appropriate jurisdiction in the County of Plumas, California, requesting that the court appoint a mediator. The parties agree to participate in good faith in the mediation and in the mediation process. The mediation shall be non-binding.

b. The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be borne equally by Client and FRRS. Each party's costs and expenses will be borne by the party incurring them. If any party commences an arbitration or court action based on a Dispute(s) hereunder without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such arbitration or court action.

2. Arbitration:

a. If the parties are unable to resolve the dispute through such mediation efforts within a ninety (90)-calendar day period after commencement of such mediation, any such Dispute(s) shall then be settled by binding arbitration through "JAMS," and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

b. By signing this Agreement, the parties agree to have any Dispute(s) not resolved by the informal meet and confer and/or mediation provisions hereinabove be decided by neutral arbitration as provided by California law and the parties further agree that they are giving up any rights they might possess to have the dispute litigated in a court or jury trial. By signing this Agreement, the parties are giving up their judicial rights to appeal. If either party refuses to submit to arbitration after agreeing to this provision, it may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Agreement to this arbitration provision is voluntary.

c. The arbitration shall be scheduled to take place in Portola, California (unless the parties agree otherwise in writing) and all of the fees and the costs of the arbitration shall be shared equally by the parties. The arbitration shall be conducted in accordance with either the JAMS Optional Expedited Arbitration Procedures or the JAMS Comprehensive Arbitration Rules based upon the mutual agreement of the parties. In the event that the parties cannot so agree, the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Attorney’s fees shall be awarded to the prevailing party by the arbitrator in accordance with California law. The arbitrator shall have no power to alter or amend this Agreement or to award any relief inconsistent with the provisions herein or unavailable in a court of law. The award of the arbitrator shall be final and binding.

15. Attorney Fees

Except as provided in Section 14(1)(b) above, the parties under this Agreement agree that, in event of any action taken (whether by way of suit or otherwise) to enforce any provision of this Agreement, the prevailing party shall be entitled to recover such party’s cost and expenses, including reasonable attorney’s fees.

APPROVAL OF AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first endorsed below.

The Feather River Rail Society

Date: _____

Greg Elems, President

Client Representative

Date: _____

Name: _____

Title: _____