

CONTRACT FOR SERVICES AND EQUIPMENT

Railroad Snow Removal

This Agreement for services and equipment (Agreement) is entered into this ____ day of _____, 20__, by and between _____(Client), and the Feather River Rail Society, a California 501c(3) Client (FRRS), in consideration of the mutual promises made herein, as follows:

1. Term of Agreement

This Agreement will become effective at _____ (time) on the _____ day of _____, 20__, and will continue in effect until _____(time) on the _____ day of _____, 20__. Term will begin upon start of job safety briefing by FRRS crew and include movement of FRRS crew and equipment from the FRRS Museum Facility in Portola, California.

2. Services to be Rendered by FRRS

This is an Agreement for snow removal services over railroad lines using FRRS owned rotary snowplow and locomotive. The FRRS will also provide appropriate and trained crew members for operating the snowplow equipment.

This Agreement does not include manual snow removal of non-rail areas or any other activities aside from those directly related to snow removal with rail operating snowplow set.

Any modifications to services and any specific details shall be listed in Appendix A.

3. Method of Performing Services

FRRS will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring additional agents / work assets at the Client's own expense. The Client may not control, direct or otherwise supervise FRRS' crews in the performance of those services, except to provide pilots or guides with detail knowledge of areas to be plowed, when appropriate.

Client shall provide appropriate insurance endorsements and coverage for FRRS crew and equipment to a level of \$5 million per incident and \$10 million total, to be in place for the duration of contract.

4. Compensation

In consideration for the services to be performed by the FRRS, Client agrees to pay FRRS the sum of Seven Hundred and Fifty dollars (\$750) per hour for the complete term of agreement.

5. Tools and Instruments

FRRS will supply all tools, equipment and supplies required to perform the snow removal services under this Agreement.

6. Insurance

Client shall provide appropriate insurance endorsements and coverage for FRRS crew and equipment to a level of \$5 million per incident and \$10 million total, to be in place for the duration of contract.

FRRS agrees to maintain a policy of insurance in the minimum amount of _____ Dollars (\$_____) to cover any negligent acts committed by FRRS or FRRS' employees or agents / assets during the performance of any duties under this Agreement. FRRS further agrees to hold Client free and harmless from any and all claims arising from any such negligent act or omission.

7. Obligations of Client

Client agrees to meet the terms of all reasonable requests of FRRS necessary to the performance of FRRS' duties under this Agreement.

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 10 days written notice to the other party. Client shall be responsible for any costs incurred by FRRS prior to termination.

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 or postal, shall be addressed to the parties at the following addresses:

Client: _____ postal
_____ electronic
FRRS: _____ postal
_____ electronic

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) 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. Disputes and Remedies

Notice of any disputes, claims, or breach raised by Client, arising under this Agreement, must be submitted, in writing, to the FRRS within thirty (30) days of the incident(s). If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the claim may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by FRRS and Client, shall be pursuant to the provisions of California Code of Civil Procedure, Section 1280, et seq.

15. Attorney Fees

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.

16. Governing Law

The parties intend that this agreement be governed by the laws of the State of California including the California Uniform Commercial Code and shall be litigated, if needed, in Plumas County, CA.

APPROVAL OF AGREEMENT

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

The Feather River Rail Society

Date: _____

Greg Elems - President

Client Representative(s)

Date: _____

Name - Title