



PRIVATE EQUIPMENT STORAGE AGREEMENT

Enter identification of equipment

This agreement, hereinafter referred to as “**Agreement**” is between the following parties.

Feather River Rail Society
a California, non profit, 501(c)(3) public benefit corporation
mailing address of: P.O. Box 608, Portola, CA 96122
hereinafter referred to as the “**Society**”

and

NAME
mailing address of: FULL MAILING ADDRESS
phone number of: CONTACT PHONE NUMBER
eMail address of: CONTACT EMAIL ADDRESS

hereinafter referred to as “**Equipment Owner**”

Recitals

WHEREAS, Equipment Owner owns one (1) GENERAL DESCRIPTION, hereinafter referred to as “**Stored Equipment**” which the Equipment Owner has stored or wishes to store upon the property of the Society.

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement and its related Equipment Storage Policy, Society and Equipment Owner hereby agree and contract with one another as follows:

1. **Storage:** Society shall store the Stored Equipment identified below upon its property for the Equipment Owner under terms of the Society’s Private Equipment Storage Policy.

2. **Identity of Stored Equipment:**

a. The Stored Equipment is identified as follows:

Manufacturer

Current Road Name

Current Road Number

Type

Built Date

Builder Number

Original Owner

Original Number

Other Identifying Items

3. **Payment Terms:** Equipment Owner agrees to pay to Society the regular sum defined in the Policy. Initial payment will be required upon signing of this contract.

Equipment Owner agrees to payment terms as follows:

- Monthly
 - Quarterly
 - Annually
-

Payments to be made on or before the 10th of the first month in the payment interval, defined as follows:

Monthly: 10th of each month

Quarterly: 10th of January, April, July, October

Annually: 10th of January or July as selected by the Equipment Owner. Date to be noted with Annual selection above.

Funds to be deposited to FRRS. All payments will be considered non-refundable.

4. **Late Payment and Enforcement:** Notifications of late and / or missing payments shall be made consistent with the Society Private Equipment Storage Policy. Enforcement and further action for non-payment and / or non-compliance shall also be consistent with the Storage Policy.
5. **Proof of Insurance:** Insurance must be carried on the Stored Equipment in compliance with requirements outlined in the Storage Policy. Proof of Insurance must be provided to the Society annually, received no later than the 10th of January of each year.
6. **Movement of Equipment:** As stated in the Storage Policy, the Society has full rights to relocate equipment at its discretion as needed for Society operations. Movement terms, conditions and liability as stated in Storage Policy.
7. **Indemnification:**
- a. Equipment Owner hereby assumes liability for and agrees to defend, indemnify, protect and hold Society and its officers, directors, employees, agents and affiliates harmless from and against all liabilities (including without limitation any obligation based on strict liability and tort), claims, suits, judgments, damages, losses, fines, penalties, costs and expenses including attorneys' fees and costs arising out of or in any manner connected with the ownership, storage, use,

operation or disposition of the Stored Equipment before, during and following such time as equipment is subject to Storage Agreement.

8. **Clean and Clear Title:** Equipment Owner warrants that they own, or have right of control through a legal agreement of, the Store Equipment and that title is free and clear and includes no liabilities or encumbrances that shall impact upon the Society.
9. **Care and Condition:** Equipment Owner acknowledges that Society has no responsibility for the care, condition or repair of the Stored Equipment unless covered by an additional agreement approved by both parties. Repairs and condition of the Stored Equipment is solely the responsibility of the Equipment Owner and the Society assumes no liability or responsibility for such. The Equipment Storage Policy also defines limits of care and condition and obligations of the Equipment Owner.
10. **Defaults and Remedies:** If any material obligations under this Agreement are not performed as provided, the remedies shall be performed as outlined in the Storage Policy.
11. **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.
12. **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.
13. **Binding on Heirs and Assigns:** This agreement and each of its provisions shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.
14. **Sole and Only Agreement:** This agreement constitutes the sole and only agreement between the parties respecting the Stored Equipment. This agreement and the Society Equipment Storage Policy sets forth the rights, duties and obligations of each to the other with respect to the Stored Equipment as of the date of endorsement of this agreement. Any amendment hereto must be in writing.
15. **Obligation to Read and Understand Storage Policy:** By signing this agreement, the Equipment Owner acknowledges that they have read and understand all aspects of the Society Equipment Storage Policy and agree to abide by its terms and conditions unless modified by an amendment in writing as mutually agreed with the Society. Failure to sign this agreement and / or abide by the Storage Policy shall be remedied by Society as outlined in the Storage Policy.

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.

Feather River Rail Society

SIGNATURE

PRINT NAME

TITLE

Date: _____

Equipment Owner

SIGNATURE

PRINT NAME

TITLE

Date: _____