

**PRIVATE EQUIPMENT STORAGE AGREEMENT
FOR: [Enter equipment description]**

This Private Equipment Storage Agreement, hereinafter referred to as the “Storage Agreement” is between the following parties.

Feather River Rail Society, a California, nonprofit, 501(c)(3) public benefit corporation mailing address of P.O. Box 608, Portola CA 96122 (“FRRS”).

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 (the “**Stored Equipment**”), which the Equipment Owner has stored or wishes to store on real property owned or leased by FRRS, including the property operated as the Western Pacific Railroad Museum in Portola, CA (collectively, the “Property”).

WHEREAS, FRRS has enacted its policy for Privately-Owned Rail Equipment on FRRS Property (the “Policy”), which policy became effective September 1, 2023 and remains in full force and effect as of the date of this Storage Agreement. All terms and conditions of the Policy are incorporated herein by reference and Equipment Owner acknowledges receipt of a copy of the Policy.

WHEREAS, all parties who store private-owned rail equipment on the Property are subject to the Policy, and are required to enter into a separate agreement with FRRS regarding their specific equipment storage arrangement.

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

1. Storage: The Equipment Owner has requested that FRRS store the Stored Equipment identified below on the Property and FRRS agrees to provide such storage services subject to this Storage Agreement and the terms and conditions of the Policy.

2. Stored Equipment:

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 storage fee(s) set forth in the Policy. Equipment Owner also agrees and acknowledges that notification regarding late payments and remedies for same are as outlined in the Policy. Initial payment is required upon Equipment Owner's signing of this Storage Agreement.

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 paid to FRRS by method:

- Mailed check
- ACH / wire transfer / Zelle
- PayPal
- Other: _____

All payments are non-refundable.

4. **Proof of Insurance**: The Equipment Owner must carry insurance on the Stored Equipment in compliance with all requirements outlined in the Policy. Proof of Insurance must be provided to FRRS annually, no later than the 10th of January of each year.

5. **Indemnification**: The Equipment Owner is subject to and agrees to all indemnification and related provisions in the Policy.

6. **Movement of Equipment:** As further outlined in the Policy, FRRS has full authority and right to relocate the Stored Equipment at its discretion as needed for FRRS operations. Movement terms, conditions, and limitations on liability for same are as provided in the Policy.

7. **Clean and Clear Title:** Equipment Owner warrants that they own, lease, or otherwise have full legal authority over the the Stored Equipment, and that if the Stored Equipment is subject to any liens and encumbrances, Equipment Owner agrees to comply with the requirements regarding notification of such liens and encumbrances as further outlined in the Policy.

8. **Care and Condition:** Equipment Owner acknowledges that FRRS 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 maintenance of the condition of the Stored Equipment is solely the responsibility of the Equipment Owner and FRRS assumes no liability or responsibility for such as further outlined in the Policy.

9. **Defaults and Remedies:** If any material obligations under this Storage Agreement are not performed as provided, the remedies shall be as outlined in the Policy.

10. **Binding on Heirs and Assigns:** This Storage Agreement and each of its provisions shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

11. **Sole and Only Agreement:** This Storage Agreement and the Policy constitute the only agreements between the parties regarding the Stored Equipment. This Storage Agreement and the Policy set 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 Storage Agreement. Any amendment hereto must be in writing.

12. **Obligation to Read and Understand The Policy:** By signing this Storage Agreement, the Equipment Owner acknowledges that they have read and understand all aspects of the Policy and agree to abide by its terms and conditions, unless modified by written amendment. Failure to sign and/or comply with this Storage Agreement and/or the Policy shall be subject to the terms, conditions, and remedies outlined in the Policy.

13. **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:

Equipment Owner

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.

14. Primary Contact:

Equipment Owner shall assign a primary contact for FRRS for all questions, concerns and information required for the storage services provided under this Storage 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 Storage Agreement.

Contact Name: _____

Contact Phone: _____

Contact Email: _____

15. 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 Storage 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.

a. Mediation:

i. 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.

ii. 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 Equipment Owner 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.

b. Arbitration:

i. 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.

ii. By signing this Storage 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 Storage 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.

iii. 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 Storage 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.

16. Attorney Fees:

The parties under this Storage Agreement agree that, in event of any action taken (whether by way of suit or otherwise) to enforce any provision of this Storage Agreement, the prevailing party shall be entitled to recover such party's cost and expenses, including reasonable attorney's fees.

Signatures on following page.

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

Feather River Rail Society,
a California nonprofit public benefit corporation

By: _____

Its: _____

Date: _____

[EQUIPMENT OWNER LEGAL NAME/ENTITY DESIGNATION]

By: _____

Its: _____

Date: _____