

## Truckee Railroad Days 2003

### Event Agreement

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This agreement between the Feather River Rail Society, a non profit public benefit 501C3, California Corporation with mailing address of P.O. Box 608, Portola, CA 96122, hereinafter referred to as "FRRS", and the Railroad Regulators "601", a non profit, California Corporation with mailing address of P.O. Box 1356, Truckee, CA 96160, hereinafter referred to as "RR 601" for the purpose of providing certain pieces of railroad equipment, hereinafter referred to as Rolling Stock, for display at an event.

Recitals: For four years, (1998 through 2002) the Truckee Downtown Merchants Association (TDMA) has operated an annual event entitled Truckee Railroad Days. For the last three years, the FRRS has supplied almost all of the railroad Rolling Stock exhibits for Railroad Days. This Rolling Stock has been moved via the Union Pacific to Truckee by the UP at no expense to the FRRS. In early 2003, the event was formally transferred from the TDMA to another organization, RR 601 and that organization, committed to the on going success of the event, has approached the FRRS with a request to supply some of the rolling stock exhibits for Railroad Days 2003 to be held on September 6<sup>th</sup> and 7<sup>th</sup>. In addition, RR 601 has requested an early arrival in Truckee, September 3<sup>rd</sup>, 2003, in order set up the Rolling Stock displays for "School Days" on Thursday and Friday, September 4<sup>th</sup> and 5<sup>th</sup> where up to 1600 school children will be hosted in field trip studies involving the history of local railroads.

Therefore it is agreed that the FRRS will provide to RR 601 certain pieces of Rolling Stock as delineated in schedule "A" herein attached and incorporated in this agreement, subject to the following terms and condition:

1. Term of Agreement: This agreement shall be effective on or when fully executed and shall remain in full effect and force until all the Rolling Stock is returned to its point of origin at Portola, CA unless otherwise provided for here within.

The FRRS agrees to have the Rolling Stock in place at the Truckee Railroad Days site at the UP maintenance yard by the morning of the 4<sup>th</sup> of September in time for "School Days" field trips scheduled for the 4<sup>th</sup> and the 5<sup>th</sup> of September and shall not remove the exhibit cars before the end of the day on Sunday, September 7<sup>th</sup>. The expense of the movement of the Rolling Stock shall be the exclusive responsibility of the FRRS and therefore, no expense or responsibility to the RR 601.

NOTE: The Arrival and Departure dates of FRRS equipment at Truckee are subject to possible delays by the Union Pacific Railroad. The FRRS will not be held liable or penalized in any way for late arrival or departure of FRRS equipment. FRRS operating crew will provide the RR 601 with updated arrival information while in transit.

2. Security of Rolling Stock: The RR 601 shall provide security while the Rolling stock is parked or on display in Truckee.
3. Insurance: RR 601 shall maintain at all times during the term of this agreement, a reasonable and prudent amount of public liability and property damage insurance, which shall cover RR 601's possession of the Rolling Stock herein described in schedule "A". RR 601 shall, at its sole cost and expense, procure insurance as follows:
  - 3.1. General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$1,000,000 for each occurrence or claim and at all times an unimpaired aggregate limit of at least \$2,000,000 and name the FRRS as an additional named insured with respect to all liabilities arising out of RR 601's obligations to the FRRS in this agreement.
  - 3.2. Personal Property Damage insurance providing replacement and/or repair of Rolling Stock up to \$1,000,000.
4. Liability, Limitations of Liability: Except as otherwise provide herein, RR 601 shall indemnify the FRRS against and hold the FRRS harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liability, including the FRRS's attorney's fees, accruing or resulting from the Rolling Stock including, without limitation, the possession, use, transportation, repair, operation, or maintenance thereof, provided that, RR 601 shall not indemnify the FRRS when any such injury, death, loss or damage is caused by the sole negligence of the FRRS, its officers, employees, volunteers, or agents.
5. Other Expenses: RR 601 agrees to provide local lodging, double occupancy, for up to 20 participating members of the FRRS (expected to be 16 docents and 4 operating crew members) for the nights of September 5<sup>th</sup> and 6<sup>th</sup> 2003. However, some lodging for up to 6 FRRS members will be required for the evening of the 3<sup>rd</sup> and the 4<sup>th</sup> due to setup requirements for School Days docent activities. Checkout time shall be 10: 00 AM on Sunday, September 9<sup>th</sup>, 2002. The FRRS shall provide RR 601 with a list of the names of the volunteers from the FRRS subject to the terms of this agreement in advance of event. Rooms will be as available at the time of the arrival of the Rolling Stock in Truckee. The available hotel choices will be the responsibility of the RR601. Rooms requested and not used as per this agreement may be subject to cancellation charges imposed by the applicable hotel policies.

In addition to the lodging provided by RR 601 in Truckee, RR 601 agrees to provide reasonable lodging (or pre-established reimbursement) for up to 4 traveling crew members for the layover in Roseville on the way to Truckee, expected to be the evening of September 1<sup>st</sup> or 2<sup>nd</sup>, for Sunday evening while still in Truckee and for the return layover in Roseville expected to be on the 9<sup>th</sup> or 10<sup>th</sup> of September, all rooms to be on a double occupancy basis.

Lodging for the actual FRRS operating crew will be available upon arrival at Truckee and be provided uninterrupted until actual departure of FRRS equipment under the above outlined lodging guidelines.

6. Meals: RR 601 agrees to provide, at no cost, two meals per day, breakfast and lunch for each of the up to 20 FRRS docents and operating crew (participating event members of the FRRS) present in Truckee for the Railroad Days celebration.
7. Preparation of Rolling Stock for Display Presentation: RR 601 agrees to assume responsibility of washing the exterior of the Rolling Stock, where there is a shiny surface, upon their arrival in Truckee but no later than Wednesday September 3rd. RR 601 shall only be responsible for the removal of ordinary road dirt not excessive oil spots created by spitting locomotives while in transit. In addition, RR 601 Rolling Stock cleaners shall clean the Rolling Stock in a manner and with cleaning materials that will not damage the painted surfaces of the Rolling Stock.
8. Gift Shop: In an on going effort to bolster and strengthen the relationship between the FRRS and RR 601, RR 601 desires the continued participation and operation of the FRRS gift shop, display and information center in its baggage car during the event. There will be no charge to the FRRS and all proceeds shall remain the property of the FRRS.
9. Nature of Agreement: This Agreement is not a lease agreement for the Rolling Stock and the FRRS shall at all times retain control and possession of the Rolling Stock. Further, the FRRS retains the right that if, in its exclusive judgement, persons and the Rolling Stock become subject to danger or misuse, the FRRS will close down the exhibit.
10. Applicable Law: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and in the County of Plumas.
11. Enforcement: If any action or law in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys fees, costs, and necessary disbursements in addition to any other relief to which said Party may be entitled.
12. Entire Agreement, Amendments: This Agreement represents the final and complete agreement of the Parties and all prior written or oral agreements with respect to the matters contained herein are superseded by and full integrated into this Agreement. Any modification or addition to this Agreement must be written and signed by both parties hereto.

**IN WITNESS WHERE OF**, the Parties hereto have executed this Agreement in duplicated as of the date first above written.

**FEATHER RIVER RAIL SOCIETY**

By: \_\_\_\_\_  
Rod McClure-President

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

**TRUCKEE DOWNTOWN MERCHANTS ASSOCIATION**

By: \_\_\_\_\_  
Dennis Cook-President

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

**Exhibit A**

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List of Rolling Stock to be Provided, including, but not limited to..

Western Pacific	Diesel Locomotive	FP7	WP 805A
Western Pacific	Diesel Locomotive	F7B	WP 925C
Western Pacific	Diesel Locomotive	GP20	WP 2001
Western Pacific	Diesel Locomotive	GP7	WP 707
FRRS	Lounge Car		FRRX 754
FRRS	Baggage/Gift shop Car		FRRX 5653
Western Pacific	Caboose		WP 428
Western Pacific	Caboose		WP 484

*The FRRS reserves the right to substitute and/or add or subtract equipment as necessary and at its sole discretion.*