

CONTRACTOR INDEMNIFICATION AGREEMENT

This Contractor Indemnification Agreement (“Agreement”) made this ____ day of October, 201 ___, by and The Maryland and Delaware Railroad Company (hereinafter “Railroad Company”), 106 Railroad Avenue, Federalsburg, MD 21632, and _____ (“Contractor”).

WHEREAS, Contractor has been retained by _____ (“Property Owner”) to perform work on its property, the nature of which is _____ requiring aerial lifting over Railroad Company’s property adjacent to Property Owner’s [Facility Location] (“Activity”); and

WHEREAS, to perform said work Contractor must use Railroad Company’s property to complete the Activity; and

WHEREAS, Railroad Company desires to assist property owner in its endeavor provided Contractor is properly insured and protects Railroad Company from any liability.

NOW THEREFORE, in consideration of the mutual agreement of the parties hereto, the parties agree as follows:

1. Contractor may use Railroad Company property for the Activity and hereby RELEASES, DISCHARGES, and COVENANTS NOT TO SUE, and AGREES TO INDEMNIFY and HOLD HARMLESS, The Maryland and Delaware Railroad Company and its respective officers, trustees, agents, employees, servants and volunteers, FROM AND AGAINST ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, AND CLAIMS FOR DAMAGES OF ANY KIND, INCLUDING CLAIMS ARISING OUT OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR LOSS, that results from or arises in connection with the Activity, or that occur on the premises owned or leased or used by Property Owner, including losses resulting from the negligence of Property Owner.

Contractor VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, COST, DAMAGE OR EXPENSE, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY MDDE AS A RESULT OF the Activity, including injuries sustained as a result of the gross negligence of Railroad Company. Contractor further agrees to indemnify and hold harmless Railroad Company for any loss, cost, damage or expense, including court and attorney’s fees that may occur as a result of the Activity.

2. Insurance. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

- a. **Commercial General Liability (CGL)** insurance with limits of no less than One Million Dollars (\$1,000,000) Per Occurrence / Two Million Dollars (\$2,000,000) Aggregate. Said insurance shall be amended to include The Maryland and Delaware Railroad Company as Additional Insured. Said insurance shall further be amended to remove any exclusion for coverage within 50 feet of the railroad right of way. Before commencing any work, Contractor shall provide Railroad with proof of this insurance.
 - b. **Railroad Protective Liability (RPL)** insurance with limits of no less than Two Million Dollars (\$2,000,000) per occurrence. Said insurance shall be amended to include The Maryland and Delaware Railroad Company as Certificate Holder.
 - c. Before commencing any work, Contractor shall provide Railroad with proof of this insurance.
3. Fees:
 - a. Administrative Fee: Contractor shall pay a non-refundable fee of **\$1000.00** to cover administrative costs associated with the execution of this Agreement.
 - b. Occupancy Fee: Contractor shall pay Railroad Company the sum of **\$100.00** each day during its occupancy of Railroad Company's property with the first payment being due and payable on the first day that Contractor enters onto Railroad Company's property under its authority pursuant to the terms of this Agreement and subsequent payments being due and payable on the same day of each month thereafter until such time as Contractor vacates Railroad Company's property and terminates this Agreement as set forth herein.
4. Inspection: During the term of this agreement Railroad Company shall maintain the right to enter upon its right of way where the Activity is occurring or has occurred for the purpose of inspecting its track and railroad bed.
5. Effective Date and Termination: This Agreement shall take effect on **the date first above written** and shall terminate on the date set forth in a termination notice sent by Contractor to Railroad Company setting forth the date it shall cease occupation of Railroad Company's property, or _____ whichever shall first occur.
6. Contractor, at its sole cost and expense, shall secure and maintain in effect all Federal, State and Local permits and licenses as required for the Activity.
7. In signing this Agreement, Contractor acknowledges and represents that Contractor has read the foregoing Covenant, understands it and signs it voluntarily as its free act and deed; no oral representations, statements, or

inducements apart from the foregoing agreement that has been reduced to writing have been made. Contractor executes this document full, adequate and complete consideration fully intending to be bound by the same now and in the future.

WITNESS/ATTEST:

(Company Name)

BY: _____

Title: _____

WITNESS/ATTEST:

The Maryland and Delaware Railroad
Company

BY: _____

John C. Paredes, President