

RAILROAD PASSENGER CAR NUMBERING BUREAU

RPCNB, Inc

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RPCX REPORTING MARK USE AGREEMENT (rev1)

This Agreement, dated _____, by and between Railroad Passenger Car Numbering Bureau, Inc., a Delaware Corporation, hereinafter RPCNB, a subsidiary of the Railroad Passenger Car Alliance, Inc. a Delaware Corporation, hereinafter RPCA, and _____, having an address of _____, hereinafter called Assignee,

Whereas, RCPNB has been assigned certain reporting marks by the Association of American Railroads (AAR) which may be used by the members of RPCA, to register Assignee's rolling stock in the national registration system known as Umler and to report the movements of passenger cars owned by such members, and

Whereas, pursuant to this agreement and subject to the terms and conditions set out below, the Assignee may use such marks while such passenger car is moving on the general system of railroads.

1. Use of reporting mark is under the control of RPCNB at all times and, if any of the terms of this agreement are violated by the Assignee, the privilege to use such mark may be terminated immediately with or without notice by RPCNB to Assignee that the Assignee is in violation of this agreement.
2. Assignee agrees to maintain the rolling stock and personally act in accordance with the Standard Operating Procedures (SOPs), common sense and good interpersonal relationship practices at all times. Notification of failure to abide by one or all regulations, rules or good practices by any party to RPCNB makes Assignee immediately subject to item 1 above.
3. In the event any expenses are incurred for maintenance or repair, extra movement and/or storage fees while any car under the control or ownership of the Assignee is on the general railroad system operating under the RPCNB reporting mark, Assignee agrees to pay all AAR and/or railroad carrier billed costs for such maintenance and repair regardless of when these costs are invoiced by RPCNB to Assignee within 10 days of invoice by RPCNB. Failure to pay these fees will result in automatic loss of privilege to use the RPCX reporting mark and removal of the Assignee's listing from Umler.
4. Assignee agrees to maintain active membership in RPCA and remain in good standing at all times when using the RPCNB reporting mark. Both RPCA Membership and RPCNB Subscription shall be renewed no later than the last day of January of each calendar year or the Assignee risks losing the privilege to use the RPCX reporting mark. In the event that Assignee fails to maintain membership in RPCA, Assignee agrees to discontinue use of the RPCX reporting mark immediately and to remove all such RPCX reporting mark identification from the rolling stock. Failure to renew

the RPCA Membership and/or the RPCNB Subscription will result in automatic loss of the privilege to use the RPCX reporting mark and removal of the Assignee's listing from Umler.

5. Assignee agrees to provide RPCNB with all information needed for the Umler file and agrees to keep all information correct and accurate in a timely manner.
6. Assignee agrees to pay any fines levied by AAR against RPCNB for inaccurate information in the Umler file furnished to RPCNB incorrectly by Assignee.
7. Assignee agrees to hold RPCNB harmless for improper information provided to RPCNB and further to hold harmless and indemnify RPCNB for any fines or costs levied by a carrier(s) associated with reasonable liabilities due to derailments, collisions, or other incidents with other rolling stock or real estate associated with operation of improperly identified or otherwise not road worthy cars, regardless of when these costs are invoiced by RPCNB to Assignee. Failure to pay such fines or costs will result in automatic loss of privilege to use the RPCX reporting mark and removal of the Assignee's listing from Umler.
8. Assignee agrees to pay all reasonable and proper attorney fees to RPCNB for collection of any and all costs associated with Assignee's use of the RPCX reporting mark in the event Assignee fails to pay in a timely manner.
9. Assignee shall provide a copy of the rolling stock's insurance certificate that includes RPCNB as an 'also insured'.

Signature Owner/Owner's Designee

Home Phone Number

Typed/Printed Owner/Owner's Designee & Title

Work Phone Number

Street Address

Pager/Cell Number

City/State, ZIP

Fax Number

Email (work)

Email (home)