

**RIGHT OF ENTRY RELEASE, WAIVER, ASSUMPTION OF RISK AND  
INDEMNIFICATION AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **PIONEER VALLEY RAILROAD COMPANY, INC.**, a Nevada corporation with an address of 170 Lockhouse Rd., Westfield, MA 01085 (the “Railroad”) and \_\_\_\_\_, a \_\_\_\_\_ corporation, with an address of \_\_\_\_\_ (the “Licensee”).

**Preliminary Statement**

Licensee wishes to enter Railroad’s right of way located in \_\_\_\_\_ MA, as set forth in Exhibit A, attached hereto and incorporated herein, (the “Premises”) to \_\_\_\_\_ (description of project)

as set forth in Exhibit A, attached hereto and incorporated herein (the “Permitted Use”). Railroad is willing to grant Licensee a license for the Permitted Use (the “License”) upon the terms and conditions below.

NOW THEREFORE, the parties agree as follows:

1. Acknowledgement of Permitted Use; Term. Licensee acknowledges that it, its agents, employees and/or independent contractors are permitted to enter upon the Premises only for the Permitted Use. This Agreement shall be in effect from \_\_\_\_\_ until \_\_\_\_\_. Notwithstanding anything to the contrary, Railroad may terminate this Agreement and the License at any time in its sole discretion.
2. Notice of Work; Emergencies. Notwithstanding anything to the contrary contained herein, in no event shall any work or activity constituting the Permitted Use take place until approve by Railroad following five (5) business days’ notice to Railroad. Notice shall be sent by Licensee to Railroad during its regular business hours: 7:00 a.m. until 5:00 p.m., Monday through Friday c/o [Jtilton@pvrr.com](mailto:Jtilton@pvrr.com). In case of emergency, the Licensee shall contact Justin “Tilton telephonically at (413) 568-3331.
3. Assumption of Risk, Waiver, Release; Indemnity. Licensee irrevocably assumes all risks and waives and releases any and all claims against Railroad resulting from the Permitted Use. Licensee shall indemnify and hold harmless Railroad, its shareholders affiliates, agents, employees, officers and/or directors from and against any and all claims, damages and liabilities resulting from the Permitted Use.
4. Insurance; Railroad Regulations. Licensee shall maintain liability insurance coverage for the Permitted Use as follows:
  - (a) General liability insurance in the amount of Two Million dollars (\$2,000,000);

- (b) Contractual liability in the amount of Two Million dollars (\$2,000,000);
- (c) Worker's compensation, statutory limits or greater;
- (d) Automobile liability, One Million dollars (\$1,000,000); and
- (e) Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000).

Licensee shall furnish proof of such insurance coverage reasonably prior to the Permitted Use. All such insurance shall list the Railroad as an additional insured. The Permitted Use shall take place only according to Railroad's regulations and practices. Licensee shall cause its agents, employees and independent contractors to obey Railroad's regulations and practices. Licensee agrees to pay to the Railroad all reasonable costs and expenses incurred by the Railroad due to Railroads' granting of this License or due to the use, maintenance or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, Railroads' cost of providing a flagman. Licensee's cost for such flagman shall be \$500.00 per day for each day a flagman is required to be present at the work site.

SIGNED as a sealed instrument as of the date written above.

**PIONEER VALLEY  
RAILROAD COMPANY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
President

EXHIBIT A

(\_\_\_\_ Pages to Follow)

Description of Permitted Use Including Exact Location Within Right-of-Way

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