



Lehigh Valley Rail Management, LLC
313 E Broad Street
Bethlehem, PA 18018-6326

RIGHT-OF-ENTRY (ROE) AGREEMENT

Instructions for gaining permission to enter Lehigh Valley Rail Management LLC property:

1. Print this document.
2. Complete the header on Page 2 of the Right-Of-Entry (ROE).
3. DO NOT complete Section 1 of the ROE on page 1, this will be completed by LVRM.
4. Read the entire document.
5. Complete and Sign page 4.
6. Return pages 2, 3, and 4 to Lauren Sabatino, Director of Business Development, LVRM via fax at 610-694-3316 or by email at LSabatino@LVRMLLC.com.
7. Provide proof of insurance (Certificate(s) of Insurance) for the required coverages listed in Section 5 that insures the liabilities which you assume in Section 4. Send the Certificate(s) to Lauren Sabatino, Director of Business Development, LVRM via fax at 610-694-3316 or by email at LSabatino@LVRMLLC.com.
8. Once LVRM has received, reviewed and approved all the documentation, you will be notified of your permission or denial to enter Lehigh Valley Rail Management LLC property.



Lehigh Valley Rail Management, LLC

313 E Broad Street
Bethlehem, PA 18018-6326

RIGHT-OF-ENTRY (ROE) AGREEMENT

Date: _____

Company Name: _____

Street Address: _____

City, State, and Zip: _____

Contact Name : _____

Contact Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

On the following terms, we are willing to grant the **Company** listed above such permission to enter upon the property of Lehigh Valley Rail Management LLC (LVRM) in the City of Bethlehem, PA, or the City of Johnstown, PA.

1. Your use of Lehigh Valley Rail Management LLC property (Premises) shall be limited to the following activities approved and listed here by LVRM.

2. Such use of the property shall be at the location designated by Lehigh Valley Rail Management LLC and such use may be terminated at any time upon written notice from Lehigh Valley Rail Management LLC.

3. You, and all who enter the Premises under you, shall observe and comply with all laws, ordinances, rules, and regulations of any governmental entity having jurisdiction over the use of the Premises or your activities hereunder, and with any rules that have been or may be established by Lehigh Valley Rail Management LLC.
4. You shall keep Lehigh Valley Rail Management LLC free and harmless from and indemnify them against any and all claims for or in respect of injury (including death) or damage of any kind or nature to the person or property of Lehigh Valley Rail Management LLC, or of any employee thereof or of any other person caused by or in the course of your activities hereunder; and, further, shall keep Lehigh Valley Rail Management LLC free and harmless from and indemnify it against any and all claims for or in respect of injury to or death of you or anyone entering the Premises under you and suffered or incurred in the course of your activities hereunder, however any such injury or death may be caused and whether or not it may have been caused or may be alleged to have been caused by any act or omission, whether negligent or otherwise, of Lehigh Valley Rail Management LLC or any employee thereof or by the condition of the Premises or otherwise.
5. You shall maintain at your own expense (a) worker's compensation insurance and employer's liability insurance, (b) comprehensive general public liability and property damage insurance in amounts of not less than Two Million Dollars (\$2,000,000) in respect of bodily injury or death in any one (1) occurrence and One Million Dollars (\$1,000,000) in respect of damage to or destruction of property, and (c) comprehensive automobile liability insurance in amounts of not

less than Five Hundred Thousand Dollars (\$500,000) in respect of injury to or death of one (1) person in any one (1) occurrence and One Million Dollars (\$1,000,000) in respect of injury to or death of more than one (1) person in any one (1) occurrence and in an amount of not less than One Hundred Thousand Dollars (\$100,000) in respect of damage to or destruction of property. The policy or policies of such comprehensive general public liability and property damage insurance shall provide by endorsement thereon that the insurer insures against the liability assumed by you under the provisions of Paragraph 4.

- 6. At the termination of the term hereof, you shall cause the Premises to be in as good condition as at the commencement of the term hereof, ordinary wear and tear excepted.
- 7. You shall coordinate your use of the premises with Ms. Lauren Sabatino, 484-241-5351, or Mr. Robert Freshley, 610-417-7053.

If you agree with the foregoing, please so indicate by signing one counterpart of this letter in the space provided and returning it to LVRM. This ROE is invalid until signed by LVRM.

AGREED:

APPROVAL:

Company Name

Lehigh Valley Rail Management LLC
Company Name

Signature

Signature

Printed Name and Title

Patrick A. Sabatino, Manager
Printed Name and Title

Date

Date