

and a means satisfactory to the Railroad for safely fastening gate in opened position.

(b) Notwithstanding the provisions of Article 8(d) or any other provisions hereof, by reason of the additional hazard created by said structures and facilities and in consideration of the Railroad agreeing, notwithstanding such hazard, to operate with its equipment and employees over said sidetrack, the Industry shall and does hereby assume responsibility for and agrees to indemnify and hold harmless the Railroad from and against all loss, costs and expenses, including attorneys' fees, claims, suits and judgments whatsoever in connection with injury to or death of any person or persons or loss of or damage to property, including property of the Industry, caused by or in any way connected with the maintenance, use, operation or presence of said structures and facilities, or removal thereof, whether resulting from the operation of engines or cars on said sidetrack or from any cause whatsoever, and whether such injury, death, loss or damage results from negligence of Railroad, its agents or otherwise.

13. RENTAL.

The Industry shall, during the tenure of this agreement, pay to the Railroad in advance rental of ONE THOUSAND SEVEN AND 76/100 DOLLARS (\$1,007.76) per annum, plus sales tax if applicable, for use of that portion of said sidetrack located between Survey Stations 9+54 and 14+48, the first of which payments shall become due on January 1, 1977, unearned rental to be refunded on termination of this agreement as herein provided.