

shall have been placed on the sidetrack and detached from the engine or train by which it was moved, and the Railroad shall thereupon be fully and completely relieved from any liability, either as common carrier or as bailee, for loss of or injury to such shipment occurring after such delivery. The Railroad shall not be liable as common carrier, nor as bailee, for any property loaded into any car on said sidetrack until said car is attached or coupled to the engine or train by which it is to be moved from said sidetrack towards its destination, or until a bill of lading shall have been issued to the Industry therefor, and until said car is so attached or coupled up, or a bill of lading is issued therefor, the said car and its contents shall be deemed and held to be in the possession of the Industry so far as liability therefor is concerned.

(b). The Industry will promptly at its own cost and expense, load or unload all cars which are placed on said sidetrack for loading or unloading by the Industry, and will not allow cars delivered to the Industry on said sidetrack to be removed therefrom except by the Railroad; and in the event of damage to or destruction of such cars or contents while on said sidetrack, except loss due to fire or as the result of the negligence of the agents or employees of the Railroad, the Industry will make good and pay to the Railroad the loss accruing from such damage to or destruction of such cars and contents.

(c). It is understood that the movement of railroad locomotives involves some risk of fire, and the Industry assumes all responsibility for and agrees to indemnify the Railroad against loss or damage to property of the Industry or to property upon its premises regardless of railroad negligence, arising from fire caused by locomotives operated by the Railroad on said sidetrack, or in its vicinity for the purpose of serving said Industry, except to the premises of the Railroad and to rolling stock belonging to the Railroad or to others, and to shipments in the course of transportation.

(d). The Industry also agrees to indemnify and hold harmless the Railroad for loss, damage or injury and including attorneys' fees in case of litigation, from any act or omission of the Industry, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about said sidetrack; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties it shall be borne by them equally.

(e). Notwithstanding any other provision herein contained, the Industry shall and does hereby expressly agree, in the event said sidetrack shall be used for the receipt or delivery of tank or other cars containing dangerous explosive or combustible commodities, to assume, indemnify and hold harmless the Railroad from and against all loss and damage, costs, expenses, including attorneys' fees, claims, suits and judgments whatsoever arising from or growing out of any injuries, loss or damage which may be caused or contributed to by the presence on said sidetrack of such cars and the dangerous nature of the commodities for which such cars are used, and whether such injuries, loss or damage, result from fire, explosion, collapse or any other cause.

#### 9. TERMINATION.

(a). It is expressly understood and agreed that if the Industry fails to keep and perform any of the covenants, terms or conditions, herein set forth to be kept and performed by the Industry, then the Railroad reserves the right to terminate this agreement upon thirty days' written notice to the Industry. Unless so terminated, this agreement shall continue in force for the period of **One (1)** Year from the date first above written, and thereafter, until terminated by either party hereto upon thirty days' notice in writing to the other party.

(b). Unless terminated as hereinabove provided this agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

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