NATIONAL RAILROAD PASSENGER CORPORATION
PRIVATE CAR PARKING PERMIT- FY2027 (effective 10/1/26)

1. BACKGROUND. The Permittee, _____ wishes to park its private rail car on property owned or controlled by the National Railroad Passenger Corporation ("Amtrak"). Amtrak is willing to allow Permittee to park its private rail car on Amtrak owned or controlled property on the terms and conditions hereinafter set forth.

Permittee is: Individual/Sole Proprietorship ☐ Corporation ☐ LLC ☐ Partnership ☐

2. TEMPORARY PERMISSION. Subject to the terms and conditions set forth herein, Amtrak hereby grants temporary permission to Permittee solely for the purpose of parking one or more of Permittee's Private Rail Car(s) (commonly known as):

Car Name:	Amtrak Car Number:
1.	
2.	
3.	
4.	

At the home location of parking (Property): _____

Under no circumstances shall this Permit be construed as granting to Permittee any right, title or interest of any kind or character in, on or about the Property. Permittee shall not be permitted to assign the permission granted by Amtrak or sub-permit the space to any other party.

3. PERMIT FEE**.** Permittee shall pay a permit fee to Amtrak in accordance with the term option Permittee has selected on the rate schedule below.

RATE SCHEDULE

Term of Permit

Long Term – period greater than three months ☐

Monthly Term – one month ☐

Rate Schedule:

For current rates, please refer to Private Car Rate Addendum that's in effect at time of execution of the Private Car Parking Permit. Current Private Car Rate Addendum can be found online at (https://www.amtrak.com/privately-owned-rail-cars)

- Parking charges are billed quarterly
- Annual Car Administrative Fee will be added if it has not already been paid.

- All cars with a permit on file and account in good standing shall receive a **15% discount** on daily parking at non home facilities during a move within the terms of the permit, except for Boston, New Orleans, and Premium Chicago.

4. TERM OF PERMIT. Amtrak reserves the right to revoke this Permit at any time. For the **Long Term** options, this Permit shall begin on the first day of _____(month/year) and be in effect until such time that the private car owner/representative notifies Amtrak of cancelation or, if applicable, until the Permit has otherwise been revoked. For requests for a start date other than the first of the month, the date can be back dated to the first day of that month, or the Permittee can pay the monthly or daily charge for those days, whichever is lower, and the term effective date will be the first date of the following month. No prorations will be given for less than term period.

Amtrak requires written notice 30 days prior to the end of the term for cancelation. Permittee shall remove its Rail Car(s) no later than the last day of the term or within 48 hours after receipt from Amtrak of notice that this Permit has been cancelled. If Permittee fails to remove its Rail Car(s), Permittee shall pay to Amtrak the current daily rate in effect for each day that the Rail Car(s) remains on property past the end of the term.

Any rate increase for long term parking will require a new permit with the new rate to begin the start of the following quarter after the rate increase announcement. The current rate will remain in effect until the new quarter.

For the **Monthly** option, this Permit shall begin on the first day of _____ (month/year) and continue until the last day of the indicated month. The Rail Car(s) must be moved from the property by the last day of the month, otherwise the applicable daily rate will be charged for all days past the end of the term. No prorations will be given for less than the term period.

5. LOCATION AND ACCESS OF PROPERTY. Amtrak shall assign the parking space or location of the Rail Car(s) at its sole discretion within the Property. The assigned location is considered the permittee home location.

6. PERMITTEE OBLIGATIONS. Permittee shall comply with all laws, regulations, and ordinances of any governmental entity applicable to Permittee and its Rail Car(s). Permittee shall comply with all rules, regulations and directives of Amtrak. During the term of this Permit, Permittee shall keep and maintain its Rail Car(s) in a clean and orderly manner and at a minimum shall provide proper trash disposal, maintain a clean and safe environment on and about the Rail Car and secure the Rail Car appropriately.

7. PERMIT SERVICES. Amtrak will provide the following items or services where available: Domestic potable water, 480 volt standby electrical power (Amtrak HEP), platforms with lighting and dumpsters for trash and dumpster pick up. Septic system dumping is not included as part of the permit fee. However, it may be provided at a cost to the Permittee where available.

Due to various circumstances, the services listed above may be altered and/or unavailable at times. If this occurs, the Permittee is not entitled to a refund.

8. INDEMNIFICATION. Permittee agrees to defend, indemnify and hold harmless Railroad, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, irrespective of their negligence or fault, from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fee) which any or all of them may hereafter incur, be responsible for, or pay as a result of injury, death, disease, or occupational disease to any person, and for damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad, arising out of or in any degree directly or indirectly caused by or resulting from the use and occupancy of the Property by Permittee, its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Permittee or caused by or resulting from the failure of Permittee to abide by the terms and conditions of this Permit. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or its agents and shall survive the termination of the Permit. As used in Sections 8, 9 and 10 of this Permit, the term "Railroad" includes Amtrak, all commuter agencies and other railroads, and their respective officers, directors, employees, agents, servants, successors, assigns and subsidiaries.

9. RELEASE/WAIVER. Railroad shall not be liable to Permittee, its agents, invitees or the like for any loss, injury, damage or impairment which may occur to the person or property of any of them while on or about the Property. Permittee hereby releases, discharges the Railroad, irrespective of any negligence or fault on the part of Railroad, from liability for any claim for injury, loss or damage to the person or property of Permittee, its agents, invitees or the like which arises during Permittee's use and occupancy of the Property.

10. INSURANCE. Permittee shall procure and maintain, for the duration of this Permit, the following types of insurance:

Workers Compensation Insurance complying with the statutes of the state of _____, covering the owner and all employees of the owner. Employer's Liability Coverage with limits of liability of not less than $1,000,000 each accident or incident shall be included. The policy shall contain a waiver of subrogation against the Railroad.

Property Insurance issued to and covering the owner's interest in the private car and its contents against all risk of physical loss or damage. Railroad is to be named as an additional insured and loss payee as its interest may appear with respect to its care, custody and control (including movement) of the Rail Car(s). The policy shall include a waiver of subrogation against the railroad. The limits under this policy shall be equal to the owner's declared replacement value of the private car.

General Liability Insurance issued to and covering liability imposed upon the private car owner with respect to the ownership, use and movement of the private car and with respect to all obligations assumed by the owner under this Permit. Products and completed operations, independent contractors, and contractual liability (with all railroad exclusions thereto deleted) coverage's are to be included. Railroad is to be named as an additional insured with respect to movement, storage and parking of the Rail Car(s) and the policy shall contain a waiver of subrogation against Railroad. This insurance shall have combined single limits of not less than $2,000,000 per occurrence and $4 million aggregate.

Note: Amtrak does not accept risk retention groups for insurance.

Amtrak & (_____) shall be named as Additional insured as to the above coverage.

Amtrak retains the option to make changes to the insurance coverage periodically with respect to types, amounts and terms.

11. RAILROAD OPERATIONS. All activities of Permittee and its agents shall be performed so as not to interfere with the Amtrak's operations or with any of the Amtrak's facilities. In no event, shall personnel, equipment or material cross a track or tracks without special advance permission from the appropriate Amtrak official or his designee.

12. CLEARANCES.
Permittee and its agents shall maintain their cars and shall conduct all of their activities so that no part of any equipment or facilities shall foul an operated track, transmission, communication or signal line, or any other structures or facilities of Amtrak.

13. SWITCHING.
Amtrak's standard policy regarding switch moves is unchanged by the Rate Schedule set forth in Section 3 above. Amtrak shall have the absolute right to move the Rail Car(s) to another space or location within or adjacent to the Property as required by Amtrak in its sole discretion without charge of switching fees to the Permittee. However, additional switching fees may apply if Permittee requests to be switched for an event within their home facility.

14. MISCELLANEOUS.

A. In order to *process* this Permit, Permittee must return one fully completed Permit at least thirty (30) days prior to the start of the term to:

Amtrak Consolidated National Operations Center
Attn: Manager- Charter & Special Moves Department
15 South Poplar Street
Wilmington, DE 19801.

B. Upon completion of the review and approval by the Manager of the Amtrak Charter & Special Moves Department, the original countersigned, fully executed document will be filed with the Special Moves department and copies sent to the Permittee, Amtrak Finance and respective Amtrak facility.

C. This Permit shall be governed by and construed in accordance with the laws of the District of Columbia without regard to choice of law considerations. Permittee hereby consents to venue in the District Court of the District of Columbia.

D. If any term or provision of this Permit is found to be unenforceable, invalid, or illegal, such determination shall not affect the validity, legality or enforceability of the remainder of the Permit.

E. This Permit and the Terms and Conditions for Movement, Maintenance and Storage of Privately Owned Railroad Cars on Amtrak ("Terms and Conditions") constitute the entire

agreement between the parties. All previous representations relative thereto, either written or oral, are hereby superseded by the terms and conditions of this Permit and the Terms and Conditions. This Permit may not be changed, amended or modified, except by written agreement of the parties.

F. If Permittee fails to comply with the terms and conditions of this Permit, Amtrak shall be entitled to exercise all remedies available to Amtrak at law or in equity.

G. In no event shall Amtrak be responsible or liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Permit.

H. Each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to exercise any of its rights under this Permit shall not constitute a waiver of any right or remedy. No action or failure to act by Amtrak shall constitute approval or a waiver of a breach by Permittee unless specifically agreed in writing.

I. The headings contained herein are inserted for convenience of reference only and in no way define, limit or extend the scope or intent of this Permit or any Section hereof.

J. All cars parked on Amtrak property must be current with inspections.

AGREED AND ACCEPTED:

PERMITTEE: _____

Signature: _____

Printed Name: _____

Title (if applicable): _____

Address: _____

Phone: _____ Email: _____

Date: _____

NATIONAL RAILROAD PASSENGER CORPORATION

Signature: _____

Printed Name: _____

Title: _____

Date: _____