



Renewal / Termination / Abandonment Application for License Agreement



Mailing Address: Amtrak
ATTN: Senior Manager, Pipe & Wire
2955 Market Street, Box 25
Philadelphia, PA 19104
(215) 349-3446
krista.keene@amtrak.com

 (Application Date)

To be complete, a submittal must include the following:

- Completed Application
- Check for Fee made payable to National Railroad Passenger Corporation
- One (1) CD / DVD containing electronic files of all submitted documents (if they cannot be emailed)

- If you are an existing occupant who is formally requesting to terminate your agreement, use this form to submit your request.
- If you are an existing occupant who is formally requesting to abandon your facilities on railroad property, use this form to submit your request.
- If you need to assign or modify an existing agreement, do not use this form. Use the application for consent to assign license agreement(s) form.
- As part of this request, you must include an exhibit of the property and your current insurance policy. If you have an outstanding balance due, attach your payment to this form.

I. LICENSEE INFORMATION															
Licensee's Contact Person:	Name:		Title:												
	Phone:		Email:												
Licensee's Complete Legal Name: <i>(as it appears on legal documents)</i>															
Licensee's Legal Address:															
Licensee's Billing Address: <i>(if different from above)</i>															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Entity Type:</td> <td style="border: none;"><input type="checkbox"/> Corporation</td> <td style="border: none;"><input type="checkbox"/> Limited Liability Company</td> <td style="border: none;"><input type="checkbox"/> Limited Partnership</td> </tr> <tr> <td style="border: none;">State of Incorporation/Formation:</td> <td style="border: none;"><input type="checkbox"/> Municipality</td> <td style="border: none;"><input type="checkbox"/> General Partnership</td> <td style="border: none;"><input type="checkbox"/> Individual</td> </tr> <tr> <td style="border: none;"></td> <td colspan="3" style="border: none;"><input type="checkbox"/> Other (Specify.)</td> </tr> </table>				Entity Type:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	State of Incorporation/Formation:	<input type="checkbox"/> Municipality	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Individual		<input type="checkbox"/> Other (Specify.)		
Entity Type:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership												
State of Incorporation/Formation:	<input type="checkbox"/> Municipality	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Individual												
	<input type="checkbox"/> Other (Specify.)														
II. AGREEMENT INFORMATION															
Agreement Number: - - <i>(Number format should be xx-xx-xxx.)</i>		Agreement Date:													
Agreement Type: <input type="checkbox"/> Licensee <input type="checkbox"/> Lease <input type="checkbox"/> Easement <input type="checkbox"/> General Conditions Letter <input type="checkbox"/> Other <i>(Specify.)</i>		Licensee chooses to: <input type="checkbox"/> Renew <i>Complete Section III.</i> <input type="checkbox"/> Terminate <i>Complete Section IV.</i> <input type="checkbox"/> Abandon <i>Complete Section V.</i>													
III. RENEWAL INFORMATION															
If renewing, Licensee chooses to pay: <input type="checkbox"/> Lump Sum <input type="checkbox"/> Annually		Facilities installed are as described in the Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, please provide as-built drawing with this application.)</i>													
Drawing to attach to New Agreement: <input type="checkbox"/> Original Exhibit A <input type="checkbox"/> New As-built Drawing <i>(Please include with this application.)</i>															
Licensee's Agreement Signatory: <small><i>(employee authorized to sign the agreement)</i></small>	Name:		Title:												
	Phone:		Email:												
Licensee's Information for Real Estate Notices: <i>(if different than existing agreement)</i>		Attention:	Email:												
		Address:													

IV. TERMINATION INFORMATION

Agreement Contact Person:	Name:	Title:
	Phone:	Email:
Reason for Termination:	<input type="checkbox"/> Obsolescence of Facilities <input type="checkbox"/> Relocation off Railroad Property <input type="checkbox"/> Business / Customer Request <input type="checkbox"/> Other (Specify.)	
Date Notice Given:		Date Facilities Were Removed:
Temporary Permit to Enter File Number:	E-47-	Engineering Contact: <i>(On-site During Removal)</i>

I / We understand and agree that the following terms and conditions, which may or may not be specified in my / our Agreement, must be met prior to removing the facilities from the Property:

<input type="checkbox"/>	Prior to submitting this termination request, the improvements have been properly removed from Amtrak property in accordance with all local, state, and federal regulations or requirements, and the property restored to a condition satisfactory to Amtrak.
<input type="checkbox"/>	The improvements must be properly removed from Amtrak property in accordance with Amtrak's Guidelines for Abandonment & Removal of Subsurface Utilities.
<input type="checkbox"/>	A Temporary Permit to Enter to access railroad property to remove the facilities was obtained.
<input type="checkbox"/>	If the Railroad determines the need for further remediation, the termination request may be delayed until the Property is deemed to be satisfactorily remediated.
<input type="checkbox"/>	Giving of this notice does not relieve me / us of any liability that I / we have under the Agreement.
<input type="checkbox"/>	Any outstanding payments must be submitted with this notice.
<input type="checkbox"/>	The evidence of insurance is attached to this request to terminate. The insurance policy must remain in effect until a minimum of six (6) months after the facilities are removed.
<input type="checkbox"/>	Attached is an exhibit depicting the precise facilities that were removed. This should include all facilities as depicted in the Exhibit to the Agreement.

Please read and confirm understanding of the above by checking the box of each condition and initial here.

It is hereby understood and agreed that the undersigned will bear any, and all costs Amtrak incurs in connection with this agreement. Such charges will be billed directly to the address indicated above. Failure to remit such charges to Amtrak within sixty (60) days of the billing will result in the possible delay or cancellation of all work on Amtrak property.

By: _____
 Name: _____
 Title: _____
 Date: _____

V. ABANDONMENT INFORMATION

Agreement Contact Person:	Name:	Title:
	Phone:	Email:

Reason for Abandonment:	<input type="checkbox"/> Installed a New Facility on Railroad Property	<input type="checkbox"/> Obsolescence of Facilities
	<input type="checkbox"/> Installed a New Facility off Railroad Property	<input type="checkbox"/> Business / Customer Request
	<input type="checkbox"/> Other (Specify)	

Date Notice Given:		Date Facilities Are to be Abandoned:	
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I / We understand and agree that the following terms and conditions, which may or may not be specified in my / our Agreement, must be met prior to abandoning the facilities on the Property:

- Attached is an exhibit depicting the precise facilities to be abandoned on Amtrak property. These facilities may not be abandoned until notice to proceed is received from Amtrak’s Senior Manager Real Estate Development.
- The improvements must be properly abandoned on Amtrak property in accordance with Amtrak’s Guidelines for Abandonment & Removal of Subsurface Utilities. This includes compliance with all local, state, and federal regulations or requirements, and the property restored to a condition satisfactory to Amtrak.
- A Temporary Permit to Enter to access railroad property to perform any work associated with the abandonment of the facilities will be obtained.
- Giving of this notice does not relieve me / us of any liability that I / we have under the Agreement.
- Any outstanding payments must be submitted with this notice.
- The evidence of insurance is attached to this request to abandon. The insurance policy must remain in effect a minimum of six (6) months after the facilities are removed.
- As part of the abandonment process, I / we understand that an Abandonment Agreement must be fully executed before these facilities are considered abandoned.

Please read and confirm understanding of the above by checking the box of each condition and initial here.

It is hereby understood and agreed that the undersigned will bear any, and all costs Amtrak incurs in connection with this agreement. Such charges will be billed directly to the address indicated above. Failure to remit such charges to Amtrak within sixty (60) days of the billing will result in the possible delay or cancellation of all work on Amtrak property.

By: _____

Name: _____

Title: _____

Date: _____