PERMIT AND INDEMNIFICATION AGREEMENT

1. Indemnity Agreement.

KNOW ALL MEN BY THESE PRESENTS THAT I, ________________________________________, representing ___________________________________________________ ("Applicant"), have requested and do request permission from NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT ("NICTD") to enter and be present upon equipment, rolling stock, premises, property and/or facilities owned, leased or controlled by NICTD ("NICTD Property") at or in the vicinity of __________________________________________________________.

The time period wherein the Applicant may enter the above-referenced vicinity for the purposes of conducting the activities described below is:

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<th>DATE (mm/dd/yy)</th>
<th>TIME (in hours)</th>
<th>Excepting Time</th>
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<td>From</td>
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The Applicant’s purpose for requesting entry and its presence on NICTD Property is: ____________________________________________________________.

Applicant [circle one] (is) (is not) required to wear a NICTD visitor identification badge visible at all times while on NICTD Property.

In consideration of the consent of NICTD to Applicant’s entry and presence upon NICTD Property, Applicant agrees and undertakes to:

(1) Give advance notice to NICTD’s officer or agent signing this Agreement, or Applicant’s authorized representative, of each entry upon NICTD Property;

(2) Accept direction from NICTD’s supervisory staff while on NICTD Property;

(3) Assume all risk of injury, including death, and damage to property or property in Applicant’s custody or control arising directly or indirectly from Applicant’s presence on NICTD Property; and

(4) It is understood by all parties that NICTD’s operations at, near or on NICTD’s Property or other property associated with this Agreement may involve some risk; and Applicant, as part of the consideration for this Agreement, releases and waives any right to request or demand damages for or on account of the loss of or damage to NICTD Property located at or near its facilities at ____________________________________________________________, including the loss of or interference with service or use of the NICTD Property and irrespective of whether such loss or interference is attributable to the fault, failure or negligence of the Applicant or others.

(a) The phrases “Loss” or “Damage” as used within this Agreement shall be interpreted by the parties to include any and all loss of, damage to, or destruction of any real property, personal property, or environment, including, without limitation, damage to or destruction of land, air, water, wildlife, or vegetation, and irrespective of whether the damaged or destroyed property is owned or otherwise possessed by NICTD, the Applicant, or a third party, and injury to or death of any person or persons whomsoever, including, without limitation, the parties to this Agreement, their agents, employees, customers, visitors, suppliers, and any and all non-parties who use, occupy, or otherwise utilized the assets associated with, or participate in the activities arising out of this Agreement.

(b) The phrases “Claims”, “Settlements”, “Litigation” or “Related Expenses” shall include any and all losses, damages, costs, payments, and expenses of every kind and nature, including reasonable attorney fees and disbursements incurred by, or attributable to NICTD, other railroad parties lawfully utilizing NICTD Property, or NICTD’s assets, and their respective agents, subcontractors, successors, officers, and assigns as a result of claims, demands, actions, suits, proceedings, judgments, or settlements arising out of, in whole or in part, or in any way connected with NICTD Property, the subject matter of this Agreement, or the activities of the Applicant, its agents, or subcontractors at or near said NICTD Property.
police officer may revoke this Agreement for any reason and without prior notice. Applicant further agrees to comply with

Applicant understands that the authority to conduct activities authorized by this Agreement are subject to oral

Applicant understands that it must present a signed copy of this Agreement upon demand of any NICTD official or police

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms of this Agreement shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law.

Applicant understands that it must present a signed copy of this Agreement upon demand of any NICTD official or police officer. Applicant understands that the authority to conduct activities authorized by this Agreement are subject to oral modification or restriction by any NICTD official or police officer. Applicant further understands that any NICTD official or police officer may revoke this Agreement for any reason and without prior notice. Applicant further agrees to comply with
all NICTD operating practices and federal safety requirements while on or about NICTD Property. Where necessary or appropriate pursuant to NICTD practices, Applicant shall procure and use, at Applicant's sole cost, all necessary and appropriate safety equipment. Applicant shall timely reimburse NICTD for any fines incurred by NICTD arising from Applicant's presence on NICTD Property.

IN WITNESS OF UNDERSTANDING of the foregoing and as evidence that Applicant has READ THIS ENTIRE AGREEMENT AND UNDERSTANDS, ACCEPTS AND AGREES TO ITS TERMS, execution of said Agreement took place on the _____ day of __________________________, 20____.

APPLICANT: [company name]

By: ________________________________

Printed Name: ________________________________

Title: ________________________________

Witness: ________________________________

Printed Name: ________________________________

Title: ________________________________

2. Permit.

By signature below, I certify that I have verified the identity of Applicant and verified the authenticity of the Applicant’s signature. In consideration of the above indemnification agreement, permission is hereby granted to ________________________________ for and on behalf of ________________________________, as its authorized representative, to enter upon NICTD Property for the purposes and at such times as stated above.

NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT:

By: ________________________________

Printed Name: ________________________________

Title: ________________________________