

# RAILROAD PASSENGER CAR NUMBERING BUREAU, Inc.

## RPCNB

e-mail: rpcx@rpcnb.com

### RPCX REPORTING MARK USE AGREEMENT

This Agreement, dated \_\_\_\_\_, by and between Railroad Passenger Car Numbering Bureau, Inc., a Delaware Corporation, hereinafter RPCNB, a subsidiary of the Railroad Passenger Car Alliance, Inc. a Delaware Corporation, hereinafter RPCA, and \_\_\_\_\_, having an address of \_\_\_\_\_, hereinafter called Assignee,

Whereas, RCPNB has been assigned certain reporting marks by the Association of American Railroads (AAR) which may be used by the members of RPCA, to register Assignee's rolling stock in the national registration system known as Umler and to report the movements of passenger cars owned by such members, and

Whereas, pursuant to this agreement and subject to the terms and conditions set out below, the Assignee may use such marks while such passenger car is moving on the general system of railroads.

1. Use of reporting mark is under the control of RPCNB at all times and, if any of the terms of this agreement are violated by the Assignee, the privilege to use such mark may be terminated immediately with or without notice by RPCNB to Assignee that the Assignee is in violation of this agreement.
2. Assignee agrees to maintain the rolling stock to AAR Standard 4045 as minimum and personally act in accordance with the Standard Operating Procedures (SOPs), common sense and good interpersonal relationship practices at all times. Notification of failure to abide by one or all regulations, rules or good practices by any party to RPCNB makes Assignee immediately subject to item 1 above.
3. In the event any expenses are incurred for maintenance or repair, extra movement and/or storage fees while any car under the control or ownership of the Assignee is on the general railroad system operating under the RPCNB reporting mark, Assignee agrees to pay all AAR and/or railroad carrier billed costs for such maintenance and repair regardless of when these costs are invoiced by RPCNB to Assignee within 30 days of invoice by RPCNB. Failure to pay these fees will result in automatic loss of privilege to use the RPCX reporting mark and removal of the Assignee's listing from Umler.
4. Assignee agrees to maintain active membership in RPCA and remain in good standing at all times when using the RPCNB reporting mark. Both RPCA Membership and RPCNB Subscription shall be renewed no later than the last day of July of each calendar year or the Assignee risks losing the privilege to use the RPCX reporting mark. In the event that Assignee fails to maintain membership in RPCA, Assignee agrees to discontinue use of the RPCX reporting mark immediately and to remove all such RPCX reporting mark identification from the rolling stock. Failure to renew the RPCA Membership and/or the RPCNB Subscription will result in automatic loss of the privilege to use the RPCX reporting mark and removal of the Assignee's listing from Umler.
5. Assignee agrees to provide RPCNB with all information needed for the Umler file or car data base and agrees to keep all information correct and accurate in a timely manner.
6. Assignee agrees to pay any fines levied by AAR against RPCNB for inaccurate information in the Umler file furnished to RPCNB incorrectly by Assignee.
7. Assignee agrees to hold RPCNB harmless for improper information provided to RPCNB and further to hold harmless and indemnify RPCNB for any fines or costs levied by a carrier(s) associated with reasonable liabilities due to

derailments, collisions, or other incidents with other rolling stock or real estate associated with operation of improperly identified or otherwise not road worthy cars, regardless of when these costs are invoiced by RPCNB to Assignee. Failure to pay such fines or costs will result in automatic loss of privilege to use the RPCX reporting mark and removal of the Assignee's listing from Umler.

8. Assignee agrees to pay all reasonable and proper attorney fees to RPCNB for collection of any and all costs associated with Assignee's use of the RPCX reporting mark in the event Assignee fails to pay in a timely manner.

9. Assignee shall provide a copy of the rolling stock's insurance certificate that includes RPCNB as an 'also insured'. or 'certificate holder'.

### **The RPCNB Reporting Mark Use Agreement**

The RPCNB Reporting Mark Use Agreement is a very important document that needs to be kept current.

1. RPCA membership does NOT confer upon members the right and privilege to operate cars under the RPCNB assigned reporting mark.
2. The agreement provides the proof that the rolling stock running under the RPCNB assigned reporting mark is using that mark legitimately.
3. It provides positive identification as to whom the rolling stock owner is because the AAR rules automatically assume that the reporting mark assignee is the owner.
4. It provides RPCNB the authority to include the rolling stock under its assigned reporting mark in the North American rolling stock registration system Umler.

Individual owners usually do not have a concern once the RPCNB Reporting Mark Use Agreement has been executed and accepted. Unless the rolling stock is sold, the authorized person usually doesn't change.

The same is sometimes true for legal entities such as companies. However, the authorized person can change in any such organization for many reasons, and the RPCNB Reporting Mark Use Agreement must be kept current with the data of the authorized person to make such an agreement.

Museums and other mostly volunteer organizations many times see a very rapid turn over in personnel. These organizations need to have the new authorized person sign a new agreement whenever such a change is made, even if annually. Not doing so can jeopardize the organizations use of the reporting mark.

Who is an authorized person? For individuals who own rolling stock directly, that person, even if they have incorporated. If the incorporation owns the unit, then the name in the body of the agreement must be the corporation with the person signing as the responsible party. For companies and other organizations, a corporate officer with the authority to execute such agreements for the organization is the person who must sign and provide the contact information.

This includes the authorized person's name, and full contact information to include mailing address, phone number(s), and email addresses.

For individuals: It is important for someone besides you to be aware of this agreement and the ramifications thereof in case something happens to you. This has already happened many times where the owner died and RPCNB had no evidence thereof or whom else to contact. It is preferred that such person (spouse, child, lawyer, etc.) be identified as an alternate contact person as an addendum to the agreement. This provides a measure of safety for the rolling stock you cared enough about to get registered.

## RPCNB Agreement Signature Page

---

Signature Owner/Owner's Designee

---

Home Phone Number

---

Typed/Printed Owner/Owner's Designee & Title

---

Work Phone Number

---

Street Address

---

Pager/Cell Number

---

City/State, ZIP

---

Fax Number

---

Email (work)

---

Email (home)

### **Alternate Contact:**

---

Signature Alternate Contact

---

Home Phone Number

---

Typed/Printed Alternate Contact name

---

Work Phone Number

---

Street Address

---

Pager/Cell Number

---

City/State, ZIP

---

Fax Number

---

Email (work)

---

Email (home)

### **RPCNB Office:**

---

RPCNB Office Manager

---

Date