

RAILROAD PASSENGER CAR NUMBERING BUREAU

e-mail: rpcx@rpcnb.com

AAR UMLER ABT UPLOAD 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, RPCNB has been assigned certain Air Brake Test (ABT) Single Car Test (SCT) reporting to UMLER access by the Association of American Railroads (AAR) which may be used by the members of RPCA as a benefit of being a member of said RPCA, to report the successful single car test (SCT) performed by RPCA members, and

Whereas, pursuant to this agreement and subject to the terms and conditions set out below, the Assignee may use this RPCA member benefit.

1. Use of ABT SCT reporting to UMLER is under the control of RPCNB at all times and, if any of the terms of this agreement are violated by the Assignee, the right to use such RPCA member benefit may be terminated immediately upon notice by RPCNB to Assignee that the Assignee is in violation of this agreement.
2. Assignee agrees to pay a per car upload fee for use of the ABT SCT reporting to UMLER. The fee shall be due and payable within 30 days of ABT SCT report to RPCNB, or payable monthly for member shops, in an amount established by the Board of Directors of RPCNB. Failure to pay the fee(s) will result in automatic loss of right to use RPCA ABT SCT report to UMLER member benefit and removal of the Assignee's listing from the RPCA Certified Technician and/or shop roster.
3. Assignee agrees to maintain active membership in RPCA and remain in good standing at all times when using the RPCA ABT SCT report to UMLER member benefit. In the event that Assignee fails to maintain membership in RPCA, Assignee agrees to discontinue use of the ABT SCT report to UMLER immediately.
4. Assignee agrees to provide RPCNB with all information needed for the UMLER file and for the RPCNB Certified Air Technician Roster (CATR) and agrees to keep all information correct and accurate in a timely manner, to include any and all information with respect to Assignee's certification under FRA regulations and AAR rules.
5. Assignee agrees to pay any fines levied by AAR or FRA against RPCNB for inaccurate information in the UMLER file furnished to RPCNB incorrectly by Assignee, or inaccurate information on file at RPCNB with respect to certification status of Assignee.

6. 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 right to use the RPCA ABT SCT report to UMLER member benefit and removal of the Assignee's listing from RPCA Certified Technician and/or shop roster.

7. 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 RPCA ABT SCT report to UMLER member benefit in the event Assignee fails to pay in a timely manner.

Shop / Business Name (if legal entity)

Shop Phone Number

Signature Owner/Owner's Designee or Individual Certified
Air Technician

Home Phone Number

Typed/Printed Owner/Owner's Designee & Title or Individual
Certified Air Technician

Work Phone Number

Street Address

Cell Number

City/State, ZIP

Fax Number

Email