Marshaling Yard Agreement

PENNSYLVANIA CONVENTION CENTER AGREEMENT FOR TEMPORARY USE OF MARSHALING YARD

This Agreement is made this_____ day of _____ , 20 _____
by and between the Pennsylvania Convention Center Authority ("the PCCA") with offices located at 1101 Arch Street, Philadelphia, PA and

_____ .
(Contractor)

For and in consideration of the PCCA permitting Contractor to use for limited purposes (described herein) on a temporary basis, a certain lot located at 7th and Callowhill Streets, Philadelphia, PA ("Premises"), Contractor and PCCA, intending to be legally bound, hereby agree as follows:

1. PCCA agrees to arrange for Contractor to use the Premises, on an exclusive basis, subject to the terms and conditions outlined herein. Contractor may be required to share the marshaling yard with another contractor conducting business at the Pennsylvania Convention Center based on PCCA event scheduling.

2. Contractor acknowledges that the PCCA accepts no responsibility for, and shall not be liable for any damages or losses that may be incurred by Contractor arising out of its use of the Premises.

3. Contractor agrees to use the Premises solely for the purpose of trucks and other vehicles required for and related to activities at the Pennsylvania Convention Center ("Center") during the periods of time and for the event(s) specified below:

   a. Name of Show/Event at the Center: _____

   b. Dates and Times of Use of Premises:_____

4. Contractor assumes any and all risks associated with its use of the Premises, including without limitation, liability for any personal injury or loss or damage to its freight, valuables or other property and to the personal property of others in its care, custody, or control. Contractor hereby releases the PCCA from any and all claims arising from such use other than claims arising out of the negligence or willful misconduct of the PCCA.

5. PCCA shall not be responsible for any property that is placed or left on the Premises by Contractor.

6. Contractor shall be responsible for carrying and shall carry insurance in such amounts as are adequate to protect Contractor's activities and use of the Premises. At a minimum, such insurance shall include comprehensive automobile and collision coverage and off-premises property and transit coverage. As evidence of the same, Contractor shall submit to the PCCA Director of Public Safety who reserves the right to require different or additional insurance from the Contractor.

7. Contractor agrees to comply with the following procedure when using the Premises:

   a. Prior to use of the Premises, Contractor shall provide the PCC Director of Public Safety with a schedule of Contractor's intended use (i.e., in and out activities as well as storage times) of the Premises.

   b. PCC will arrange for PCC personnel approved by the Contractor Services ("Traffic/Security Personnel") to be at the Premises during Contractor's period of use in order to protect the Premises and any property that may be stored at the premises. The PCC Personnel shall be present during the movement of vehicles into and out of the Premises as well as during any periods of time that Contractor has vehicles stored at the Premises. PCC traffic will need to be scheduled for vehicle movement to and from the Marshaling Yard. Prevailing rates apply.

8. Contractor shall use reasonable efforts to ensure that no unauthorized personnel enter upon the Premises during its period of use.

9. Contractor acknowledges that failure to comply with the terms and conditions of this Agreement will result in immediate suspension of privileges to use the Premises and removal from the Premises.

10. This Agreement is not a lease and Contractor acquires no rights to use of the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above. PENNSYLVANIA CONVENTION CENTER.

BY:_____ BY:_____

Name: _____ Name:_____

Title: _____ Title: _____