

GEORGETOWN LOOP HISTORIC MINING AND
RAILROAD PARK MANAGEMENT AGREEMENT
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<u>Number</u>	<u>TERMS & CONDITIONS</u>	<u>Page</u>
(Paragraph Number & Title)		
1.	Premises	
2.	Use of Premises and Advertising	
3.	Condition of Premises	
4.	Maintenance of Premises	
5.	Term	
6.	Consideration	
7.	Grievances, Demands, Objections, Notices, etc.	
8.	Withdrawal and Termination by Railroad	
9.	Assignment Transfer and Subletting	
10.	Save Harmless	
11.	Taxes	
12.	Utilities	
13.	Compliance with Laws and Regulations	
14.	Quality of Service and Control of Rates	
15.	Covenant Against Contingent Fees	
16.	Safety Requirements for Protection of Public	
17.	Insurance	
18.	Surrender at Termination or Expiration	
19.	Breach	
20.	Binding on Successors	
21.	Integration	
22.	Executions	
23.	Disclosure	
24.	Waiver	
25.	Controller's Approval	
26.	Fund Availability	
27.	Bond Requirement	
28.	State of Colorado Special Provisions	
29.	Attestation and Approval	

EXHIBITS

A.	Description of Personal Property (State Historical Society)
B.	Photo- description of Personal Property and Enumeration
C.	Description of Real Property (State Historical Society)
D.	Right of Way, Georgetown Loop, Railroad Reference Sheet Right of Way Map Number 1 (left) "Silver Plume" Right of Way Map Number 1 (right) "Georgetown" Silver Plume Terminal Legal Description Parcel of Land Map Number 1 (right) Parcel of Land Map Number 1 (left) Silver Plume Depot Description Photo-description of Real Property
E.	Description and Enumeration of Personal Property
F.	Annual Report of Operations Form
F.	Disclosure Form
G.	Use and Occupancy Agreement
H.	Property Survey

GEORGETOWN LOOP HISTORIC MINING AND RAILROAD PARK MANAGEMENT AGREEMENT

This agreement, entered into this _____ day of _____ 2004, by and between the State of Colorado, acting by and through the State Historical Society of Colorado, owner, hereinafter called the "SOCIETY" and _____, concessionaire, hereinafter called the "RAILROAD",

WITNESSETH:

THAT WHEREAS, the legislature of the State of Colorado has empowered the SOCIETY to acquire and administer historical properties within the State of Colorado for the public benefit; and,

WHEREAS, the SOCIETY has acquired, by gift or purchase, fee simple title of land for the purpose of operating an historical property commonly known as the "Georgetown Loop Historic Mining and Railroad Park" as a typical mining, ore milling and transportation restoration of historical interest to the residents of and visitors to the State of Colorado; and

WHEREAS, the accomplishment of said purpose requires that excursion trains be operated over said Georgetown Loop Historic Mining and Railroad Park's narrow gauge track as an integral part of an historical complex owned by the SOCIETY; and,

WHEREAS, the SOCIETY and RAILROAD have obtained historically accurate locomotives and other rolling stock and has developed the expertise to maintain railroad infrastructure and rolling stock.

WHEREAS the object of the SOCIETY in entering into this agreement is to provide for a railroad that shall be operated as a historic attraction, within the Georgetown Loop Historic Mining and Railroad Park.

NOW, THEREFORE, pursuant to the authority vested in the SOCIETY by the legislature of the State of Colorado, and in consideration of the mutual promises and covenants herein expressed, the parties do hereby mutually covenant and agree as follows:

1.0 PREMISES.

1.01 For and in consideration of the covenants and agreements hereinafter contained and the management agreement hereinafter reserved, the SOCIETY does hereby grant to the RAILROAD the exclusive right and concession to manage the premises, to the extent of the SOCIETY'S interest (and subject to any easements, covenants, lease agreements, and other claims to the PREMISES, including the "Use and Occupancy Agreement" Exhibit A made and entered into March 15, 1971, by and between the State Department of Highways, Division of Highways, State of Colorado and the State Historical Society of Colorado, which "Use and Occupancy Agreement"

is incorporated herein by reference) to operate over the Georgetown Loop railroad right-of-way a tourist excursion railroad, under the name "the Georgetown Loop Historic Railroad," during the term of this agreement; and to further exclusive use, subject to conditions hereinafter and heretofore stated, all of the right of way, roadbed, rails, ties, track fittings, buildings and other such real property as is, owned and described in Exhibit B attached hereto or such real property as may be acquired by the SOCIETY and which the RAILROAD determines or makes suitable for use in connection with said railroad operations. All of said property owned by the SOCIETY, real or personal, described herein shall hereinafter be described as the "PREMISES." THE SOCIETY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF PREMISES OR AS TO OWNERSHIP OR TITLE TO ANY PORTION OF THE PREMISES.

The SOCIETY does hereby grant to the RAILROAD the exclusive right and concession to operate on the PREMISES, subject to conditions hereinafter stated: (1) the locomotives, rolling stock, tools, shop machinery, and other equipment, and such personal property owned by the RAILROAD as is described in Exhibit A attached hereto, (2) other locomotives, rolling stock, tools, shop machinery, other equipment, and personal property that the SOCIETY owns, leases, or may in the future acquire, lease or own, and (3) and other such personal property as may be owned or acquired or leased by the SOCIETY described in Exhibit B, restored to operational condition, which the RAILROAD will use in connection with the operation of said railroad. The use of any other SOCIETY property will be approved by the SOCIETY by amending Exhibit B.

1.02 Real property includes, unless otherwise specified:

1.02.1 Right of Way Twenty five (25) feet of right of way, twelve and one-half (12-1/2) feet each side of the centerline described on Map Number 1, hereto attached to Exhibit C, along the Georgetown Loop railroad right of way. Where double tracking is required as determined by the parties, a total of forty (40) feet of right of way shall be provided. Other right of way requirements deemed necessary in the future will be negotiated by separate agreements. The SOCIETY reserves the right to use and cross the right-of-way for recreational and other purposes deemed appropriate by the SOCIETY'S Board of Directors, provided that such additional use does not present a safety hazard due to the movement of railcars, and does not interfere with regularly scheduled passenger service, as jointly determined by the RAILROAD and SOCIETY.

1.02.2 Service Facilities The Silver Plume facilities (described in Exhibit C attached hereto) in the Town of Silver Plume provides facilities for railroad equipment maintenance, and passenger service facilities, and passenger parking.

1.02.3 Buildings Structures The Silver Plume facilities include the depot, public toilet facility, parking lot, water tank/fuel tank, loading platforms and engine house. The Lebanon Mine and Morrison Valley Center loading platforms and visitor center also provide passenger services for railroad operations. All the above referenced structures shall have routine maintenance performed by the RAILROAD and costs will be reimbursed.

1.02.4 The RAILROAD shall provide to the SOCIETY, without charge, up to 500 square feet of floor space in the Silver Plume Depot in which the SOCIETY may install exhibits concerned with narrow gauge railroading in Colorado. Routine janitorial upkeep of aforesaid floor space shall be provided by the RAILROAD and costs will be reimbursed.

1.02.5 The SOCIETY reserves the right to construct or move onto the PREMISES such buildings and structures which it deems of sufficient authenticity to historical railroad operations as to be included in the general landscape. Any building or structure acquired by the SOCIETY which the SOCIETY determines is appropriate for use on the PREMISES and which is either for addition or replacement of existing, less appropriate, buildings or structures, shall be installed or restored and maintained by the SOCIETY. No actions taken by the SOCIETY may interfere with RAILROAD OPERATIONS or reduce available automobile parking unless mutually agreed upon. The SOCIETY will work with the RAILROAD to identify parking concerns and define potential solutions.

1.02.6 Right of Entry The SOCIETY reserves the right of entry onto and over the PREMISES to satisfy existing and reasonably needed future easements, covenants, and other agreements. In addition, the SOCIETY reserves the right of entry onto and over the PREMISES to install, operate, and maintain the SOCIETY'S static exhibits and restored mining and milling interpretive facilities; and further, to inspect the PREMISES and to execute and enforce the provisions of this agreement. Such entry shall be coordinated in advance with the RAILROAD and may not interfere with RAILROAD operations or present a safety hazard, as jointly determined by the RAILROAD and SOCIETY.

1.03 All real property included in the PREMISES, and all permanent improvements to PREMISES whether in place on the effective date of said agreement or in place during the TERM of the agreement as improvements to PREMISES, are and shall be owned by the SOCIETY.

1.04 Personal property subject hereto includes, unless otherwise specified:

1.04.1 Rolling Stock. Any locomotive, railroad car, or other rolling stock that the SOCIETY acquires or leases for operation, which the SOCIETY determines is more appropriate than what is being used for said railroad as it was historically operated shall be restored to operating condition by the SOCIETY and, after full restoration, shall be maintained and operated by the RAILROAD and added by amendment to exhibit B. Agreement by the RAILROAD may only be withheld in the event that use of such equipment impedes the RAILROAD'S operations, presents substantially increased expense, or reduces capacity to meet tourist demand. The SOCIETY presently has stored or displayed as static exhibits ten (10) pieces of rolling stock, which have been acquired by the SOCIETY for purposes of exhibit. Up to 25 pieces of rolling stock may be stored on-site under this agreement on existing track provided by the RAILROAD at the SOCIETY's cost. In the event the SOCIETY obtains additional rolling stock above the agreed to limit after the effective date of this agreement, it may be stored on existing track provided by the RAILROAD on the PREMISES only upon mutual agreement between the RAILROAD and the SOCIETY. The RAILROAD will move SOCIETY'S rolling stock free of charge to meet operational or educational needs of the PREMISES, provided it does not interfere with normally-scheduled passenger service or present a safety hazard. The SOCIETY will compensate the RAILROAD for costs associated with moving equipment and laying track. The SOCIETY will provide approval in writing for all storage locations of its rolling stock. If additional track is needed, the track shall be provided by the SOCIETY and the location of said track determined jointly by the RAILROAD and SOCIETY.

1.04.2 Tools, Shop Machinery, and Other Equipment. Any tools, shop machinery, or other equipment appropriate for use and acquired by the SOCIETY or the RAILROAD specifically for use at said railroad operations may be made available to the RAILROAD at no cost by amending Exhibit B and C of this agreement; the SOCIETY reserves the right to exhibit or otherwise utilize such tools, shop machinery, or other equipment on the PREMISES at locations selected by the SOCIETY so long as the RAILROAD determines that use of such tools, shop machinery and other equipment does not interfere with the operations of the railroad ~~by~~ or present a safety hazard as determined by the RAILROAD and SOCIETY, and provided that all maintenance and repair on such equipment is the responsibility of the party that possesses and uses such tools, shop machinery, and other equipment.

1.04.3 Rails, Ties, Track Fittings All rails, ties, and track fittings appropriate for use and acquired by the SOCIETY specifically for use at said railroad shall be made available to the RAILROAD.

1.04.4 Bridging Material Bridging material appropriate for use and acquired by the SOCIETY specifically for use at said railroad shall be made available to the RAILROAD.

1.04.5 Personal Property. The SOCIETY reserves the right to move onto the PREMISES personal property which it deems appropriate to the ambience of a historically operated railroad and which the RAILROAD and SOCIETY deem does not interfere with the operation of the railroad or present a safety hazard.

1.04.6 The RAILROAD shall in no way modify any of the SOCIETY'S personal property included in the PREMISES without prior written approval of the SOCIETY.

1.05 Subject to the approval by the SOCIETY, the RAILROAD shall have the right to access over the SOCIETY owned and leased land adjacent to the PREMISES (as detailed in Exhibit H) in connection with use of PREMISES or improvement of PREMISES. Such approval may not be unreasonably withheld. Such access will be scheduled and coordinated with the SOCIETY's on-site representative.

2.0 USE OF PREMISES

2.01 It is the purpose of the SOCIETY to have operated an authentic steam powered passenger tourist train in order to provide a regularly scheduled passenger transit system to and from various points of historic interest within the Georgetown Loop Historic Mining and Railroad Park, to display historic railroad exhibits and interpret historic railroad operations to the public. The RAILROAD understands that because the SOCIETY is the principal educational agency of the State of Colorado responsible for the collection and interpretation of its history, the SOCIETY expects of the RAILROAD an educational and historically authentic use of PREMISES. The SOCIETY recognizes that the RAILROAD has obtained unique and valuable expertise in operating and maintaining historical steam powered passenger trains. The RAILROAD agrees that the use of PREMISES shall be consistent with the standards set by the SOCIETY in its education and historic preservation mission throughout the State of Colorado.

2.02 The RAILROAD shall operate its trains at a minimum on a regular schedule, seven days a week from the last weekend in May through Labor Day weekend in September and at such other times as desired by the RAILROAD. The RAILROAD will ensure that the train configuration will meet daily visitor demands. The RAILROAD may modify its regular schedule to accommodate increases or decreases in visitor demand, government regulatory mandates, or environmental conditions over which the RAILROAD has no control, such as fire hazards or lack of available water for steam-powered engines. Any modifications to the train size and schedule that directly

impacts revenue or financially impacts the SOCIETY must be considered in any adjustment to the train's size or schedule.

2.03 Any locomotives owned or acquired by the RAILROAD for use on the PREMISES shall be exhibited or operated only after written approval from the SOCIETY. The maintenance costs of the locomotives and other rolling stock will be reimbursed. However, the SOCIETY hereby approves for operation on the PREMISES the RAILROAD'S locomotives and other rolling stock-described in Exhibit C. The RAILROAD may use diesel locomotives in the event that a steam locomotive is or becomes non-operational and it is necessary to use a diesel locomotive to complete a regularly-scheduled passenger run. Under specific circumstances, if no steam locomotives are available due to governmental regulatory action or lack of water for steam operations, a diesel locomotive may be used after consultation with and written approval from the SOCIETY.

2.04 Rolling stock owned, acquired, leased or modified, for use or exhibit on the PREMISES by the RAILROAD shall be operated or displayed only after written approval has been secured from the SOCIETY. Such approval shall not be unreasonably withheld. However, the SOCIETY hereby grants permission to the RAILROAD to operate or exhibit the rolling stock enumerated in Exhibit C. In order to ensure the historically accurate appearance of the rolling stock, the aforesaid RAILROAD or SOCIETY owned or leased cars may be substantially modified for use or exhibit only after written approval of the design by the SOCIETY and identified owner.

2.05 While this agreement remains in effect, locomotives and rolling stock of the RAILROAD may only be removed from the PREMISES with the written approval from the SOCIETY, provided that such removal does not reduce the ability of the RAILROAD to meet visitor demand. Such permission shall not be unreasonably withheld.

2.06 The SOCIETY reserves the right to use the PREMISES as it deems necessary for the purpose of operating special or unscheduled train runs. This use may not interfere with the RAILROAD's normal operating schedule or present a safety hazard.

2.07 The SOCIETY grants the RAILROAD the exclusive right to operate concessions such as, but not limited to, gift (including publications), food, and beverage concessions on the PREMISES and on scheduled and special trains. All services must be lawful and consistent with the basic use of PREMISES. The RAILROAD shall not be permitted to sublet concession services.

2.08 Both parties agree that it is in their best interest that the RAILROAD communicate with the public in a manner that results in a quality level of service. Therefore, the SOCIETY reserves the right to determine the

type, content and general presentation of advertising or promotional materials which the RAILROAD engages in related to the Georgetown Loop Historic Railroad both on and off the PREMISES. All advertisements will clearly state that the PREMISES are owned by the Colorado Historical Society. The RAILROAD will meet annually prior to the operating season with the SOCIETY's marketing department to coordinate and plan seasonal promotion. The RAILROAD must give the SOCIETY an opportunity to review all advertising and promotional material prior to publication. The SOCIETY will respond promptly (within 5 business days) to the RAILROAD's needs for review and comment. Any inaccurate information in content identified by the SOCIETY will be corrected and revised by the RAILROAD. The RAILROAD agrees to sell any printed matter or souvenir materials developed by the SOCIETY.

2.09 Rates and Pricing for all services rendered and sold shall be determined by the RAILROAD with approval from the SOCIETY. Such approval shall not be reasonably withheld.

2.10 All property signage shall identify the property as follows: Georgetown Loop Historic Mining and Railroad Park, A Colorado Historical Society Property, Operated in partnership with the _____.

2.11 Any filming by the RAILROAD of the PREMISES which is intended for public use shall, as a minimum, be credited to the Georgetown Loop Historic Mining and Railroad Park and to the Colorado Historical Society.

2.12 The RAILROAD will issue no press releases without the review and approval of the SOCIETY.

2.13 LEBANON MINE. The RAILROAD shall, on behalf of the SOCIETY, conduct ticket sales and group reservations for the Lebanon Mine tours. The Mine tickets are calculated in the gross operating revenue. In addition, the trains operated by the RAILROAD shall make regular stops at the mine to pick up and drop off those passengers who purchased Lebanon Mine tour tickets. All employees and agents of the LEBANON MINE or the SOCIETY shall comply with all established and agreed upon RAILROAD and SOCIETY operating and safety rules when interacting with RAILROAD operations.

3.0 CONDITION OF PREMISES

As of the effective date of this agreement, the general condition of the real property of the PREMISES is understood and agreed to be as follows, and the SOCIETY makes no warranties, including without limitation, its fitness for a particular purpose.

3.01 Roadbed and Track The roadbed embraces approximately 16,000 feet of track.

All roadbed and track are to be inspected and maintained by the RAILROAD annually and must meet all industry standards, subject to the track limitations set forth in Paragraph 4.02. The SOCIETY may schedule an inspection in cooperation with the RAILROAD. Copies of all reports will be filed with the RAILROAD and the SOCIETY.

3.02 Service Facilities At the Silver Plume terminus, the RAILROAD must confine operations to the defined PREMISES and avoid trespassing on neighboring property. The other service facilities include the loading platforms at the Lebanon Mine and the Morrison Valley Center with the visitor center, loading platform and parking lot. These areas are detailed in Exhibit C.

3.03 Bridges Five bridges on right of way are included in the PREMISES.

These bridges are to be inspected annually and maintained by the RAILROAD and must meet all industry standards. The SOCIETY may schedule an inspection in cooperation with the RAILROAD.

4.0 MAINTENANCE OF PREMISES.

4.01 It is the intention of the SOCIETY in requesting, requiring, conducting, or authorizing maintenance of PREMISES that the educational and historically authentic standards specified in the use of PREMISES shall apply.

4.01.1 The RAILROAD and the SOCIETY will schedule three working sessions (October, January and March) to review the RAILROAD'S operation and maintenance. These meetings will allow both parties to define needs, discuss problems, and find solutions. Priority needs and costs will be identified. A funding calendar will be set to identify potential funding sources to address the prioritized needs. From these meetings, an annual maintenance plan and budget will be produced for the Georgetown Loop Historic Mining and Railroad Park to address such issues as track, bridge, landscape, mine, parking and structural needs. The RAILROAD will provide train transport for any maintenance project, funded and initiated by the SOCIETY, to improve the right-of-way, structures or buildings. Such train transport shall not interfere with the RAILROAD's normal operating schedule. The RAILROAD will address the PREMISES' annual routine maintenance needs for structures, track, right-of-way and bridges to meet industry-standards and best business practices. The annual maintenance budget will be

approved by the SOCIETY. The Railroad's cost will be reimbursed monthly. Depending on funding availability, the SOCIETY will request funding to meet lifecycle replacement and capital funds to meet identified needs.

4.01.2 The SOCIETY'S Director of the Georgetown Loop Historic Mining and Railroad Park will attend all scheduled staff meetings with _____.

4.01.3 The RAILROAD will assign a representative to attend all scheduled Loop Park Communication Committees with the community. The representative will be an active member and respond to all community questions and inquires. All reasonable costs associated with the RAILROAD's participation shall be reimbursed.

4.01.4 It is understood that the final approval of any and all improvements or maintenance which propose modifications of, or construction work of any kind whatsoever, on the PREMISES, defined in the "Use and Occupancy Agreement"(Exhibit G) shall be contingent upon the prior written concurrence of the State Department of Highways, Division of Highways, State of Colorado addressed to the SOCIETY.

4.01.5 All work proposed by the RAILROAD on the PREMISES will be approved in writing by the SOCIETY prior to its execution. Any work executed by the RAILROAD without approval can be removed, demolished or modified by the SOCIETY and all expenses billed to and paid by the RAILROAD. Any work proposed by the SOCIETY on the PREMISES will be done in coordination with the RAILROAD to avoid disturbing RAILROAD operations. The SOCIETY may elect to use the RAILROAD for specific controlled maintenance projects for structures and rolling stock.

4.02 The RAILROAD agrees to maintain and if necessary construct the railroad track to the following standards:

4.02.1 Survey. In the event that new track is needed for operations the SOCIETY may execute its own survey if necessary to coincide with the original drawings and surveys of the railroad as it was operated by the Colorado and Southern Railway so that new track will be located as nearly as possible in an engineering sense to the original. Centerline and offsets will be established every fifty (50) feet on tangents and light curves, and every twenty-five (25) feet on curves ten (10) degrees or over.

4.02.2 Roadbed. The existing roadbed will be annually maintained by grading, filling and leveling as needed to make it ready for tie and track installation. New track will not be laid prior to satisfactory preparation of the grade. Visible portions of culverts will conform to originals as

closely as possible, consistent with the safe engineering standards and any applicable governmental regulations, and will be installed where necessary and appropriate. Drainage problems will annually be cared for to insure that no erosion areas are created.

4.02.3 Track. All track, guardrails, rail surface, ties and ballast will be constructed and annually maintained in accordance with accepted safe railroading practices and applicable governmental standards.

4.02.4 Exhibition Track Because narrow gauge railroad track was often laid on ties without the use of tie plates, railroad track which is intended for the exhibition of locomotives or rolling stock only shall be laid as aforesaid except that tie plates shall not be installed.

4.02.5 Inspections. All roadbed and track and bridges are to be annually inspected by the RAILROAD. The SOCIETY may review RAILROAD inspection records, upon reasonable notice. RAILROAD shall promptly report to the SOCIETY any structural steel repair needs for all bridges, which shall be the responsibility of the SOCIETY. The RAILROAD will be responsible for the maintenance and repairs to the tracks and ties on all bridges.

4.02.6 All hillsides and cuts, shall be inspected for loose rock material monthly and annually, and where needed removed by the RAILROAD to provide a safe right-of-way for operations. Major repairs to walls, riprap or cribbing inside and outside the boundaries of the RAILROAD's right-of-way shall be coordinated with the RAILROAD to insure that planned work does not interfere with railroad operations.

4.03 Subject to the provisions of paragraph 8.02 of, this agreement, the RAILROAD, shall keep and maintain all personal property owned by the RAILROAD and operated on the PREMISES. Personal property, structures and grounds for which the RAILROAD is responsible shall be maintained in a clean, safe, and attractive condition with consideration being given to historical accuracy and authenticity. The RAILROAD shall remove and dispose of all debris such as slash and cut vegetation and unusable ties, scrap metal, iron, etc., from the Park. All hazardous material will be stored by the RAILROAD safely and meet all EPA standards. The disposition of hazardous material will meet all EPA standards. The RAILROAD will immediately notify the SOCIETY of any

hazardous material spills or conditions. Area's specifically identified for RAILROAD operational storage will be assigned by the SOCIETY and detailed in Exhibit C.

4.04 Except as otherwise noted in the Agreement, the RAILROAD is not responsible for capital improvements to the PREMISES. Capital improvement projects will be defined as any new structures constructed on-site that presently do not exist.

4.05 The RAILROAD shall keep and perform routine maintenance on all the property owned by the SOCIETY that is or to be used for operations by the RAILROAD: Routine maintenance will include daily cleaning and annual needs to structural systems and components to insure that the full life cycle is achieved. This will include but not be limited to plumbing, electrical, painting, mechanical, HVAC, landscaping, grading, carpentry, and roofing care and repairs. The SOCIETY will reimburse the RAILROAD for all costs within the approve budget lines.

4.06 The RAILROAD shall provide security measures and monitoring for the protection of the structures on the PREMISES used for RAILROAD operations. No security systems shall be disabled by the RAILROAD or SOCIETY without prior notification to and permission from the other party.

4.07 The RAILROAD will have an emergency plan in the event of any terrorist attack, emergency or natural disaster. The RAILROAD and the SOCIETY will collaborate to insure that the RAILROAD and the SOCIETY are in compliance with all State and Federal Homeland Security Requirements and Standards. The SOCIETY shall be responsible to fulfill any governmental regulation to protect the integrity of the PREMISES outside the defined boundaries of the RAILROAD's responsibility, and the RAILROAD shall be responsible to fulfill any governmental regulations to protect the integrity of all structures used for operations, track, bridges and rolling stock.

5.0 TERM Unless sooner terminated as provided herein, this agreement shall be effective as of the date of signature by the parties and shall continue for a period of ten (10) years. The SOCIETY shall have the option to renew and extend under the same terms and conditions this Agreement for an additional ten (10) year term. The SOCIETY shall exercise the renewal option by notifying the RAILROAD in writing of the intent to renew. Said writing shall be given at least 180 days before expiration of the then current term.

6.0 CONSIDERATION

6.01 The SOCIETY will pay the RAILROAD a percentage equal to _____ (_____%) of the PREMISES gross operating revenues on all scheduled and special train tickets, including concessions earned on or adjacent to the PREMISES during the annual period of the operating year, and mine tours, plus ___(_____%) on all tickets directly sold by the RAILROAD. The SOCIETY shall reimburse the RAILROAD for all operational cost identified in Exhibit___ or as agreed upon by the SOCIETY. The SOCIETY shall reimburse the RAILROAD's operational cost within thirty (30) business days. The RAILROAD will make deposits from all sales and group reservations within three (3) business days after receipt of payment.

6.01.1 The term "gross operating revenues" shall mean the receipts from the conduct of the business of operating said railroad, including ticket sales, souvenir materials, gifts, publications, food, beverage refreshments and other such items.

6.01.2 The RAILROAD shall honor all promotional and membership benefits of the SOCIETY relating to mine and railroad tickets. The use of the tickets will be controlled by the President with oversight from the Board of Directors. The number of tickets and their value shall be used to calculate the annual year's total gross revenue in determining the management fee.

6.01.3 The RAILROAD shall follow generally accepted accounting procedures in maintaining accounting books and records. Such accounting records by the RAILROAD and all supporting documents shall be made available for inspection by the SOCIETY at a mutually agree upon time and shall not interfere with RAILROAD operations. The RAILROAD shall submit an annual operating summary for said railroad as provided for in Exhibit D.

6.01.4 If there is a dispute, the RAILROAD will cooperate with the SOCIETY to allow a complete certified audit of the RAILROAD's records relating to this Agreement. The SOCIETY may conduct at any time an audit of these records, with reasonable notice to the RAILROAD. The entire cost of a SOCIETY initiated audit will be borne by the SOCIETY.

6.01.5 The annual reports and statements referred to herein shall be made by the RAILROAD on or before December 31st of each year for the proceeding operating period (May through October). The annual payment to the RAILROAD is due _____ of each year, and any remaining payments are due and payable by _____. All reports, statements and payments will be mailed or delivered to the COLORADO HISTORICAL SOCIETY, COLORADO HISTORY MUSEUM, 1300 BROADWAY, DENVER, COLORADO

80203, with this document serving as notice for all statements, reports, and payments. All statements, reports and payments shall be computed on a basis of revenues obtained during the period January 1st through December 31st of each year.

6.01.6 The RAILROAD'S monthly accounting of ticket sales, visitor numbers and cash transactions will be available and delivered to the SOCIETY's Denver address no later than the 10th of the following month.

7.0 GRIEVANCES, DEMANDS, OBJECTIONS, NOTICES, ETC. Should either the SOCIETY or the RAILROAD have any grievance, demand, objection, notice, or complaint to make to or upon the other, the complaining party shall first deliver or mail written specifications of such grievance, demand, objection, notice or complaint to the other party. The receiving party shall have 5 working days to respond to the complaining party in writing. If the complaining party is not satisfied by the written response from the receiving party, then the complaining party may, within ten working days after the delivery of the response, make demand for mediation. Each party agrees to submit to at least ten hours of mediation by a professional mediator, each party to bear its own expenses. In the event that the parties are unable to resolve their differences through mediation, either party may commence litigation beginning 90 days after the initial delivery of the mediation demand. All grievances, demands, objections, notices or complaints shall be served by delivery of a copy to the person then in charge of the other party's place of business or by certified mail. For the purpose of this agreement, the RAILROAD'S place of business during its operating season shall be Georgetown, Colorado, and at all other times shall be that of its Registered Agent as recorded with the Colorado Secretary of State and the SOCIETY'S designated representative shall be as designated by the SOCIETY from time to time. Notices shall be mailed postage prepaid by registered or certified mail to the RAILROAD or to the SOCIETY.

8.0 WITHDRAWAL OR EXPIRATION BY RAILROAD The RAILROAD may withdraw under this agreement if operations are suspended by fire, earthquake, or other calamity, natural or man caused, which is not attributable to the RAILROAD or its employees or agents, and which cannot be repaired with proceeds from insurance coverage maintained by the SOCIETY or RAILROAD, or which the SOCIETY chooses otherwise not to repair. In addition, if operations are suspended or adversely affected by any governmental agency, or if any governmental agency requires repairs or expenses that are excessive in the joint determination and with the joint

agreement of the RAILROAD and the SOCIETY, or the State Department of Highways exercises its right to re-take the railroad right of way on the PREMISES that does not allow rail operations to continue, then the RAILROAD shall have the right to withdraw from and terminate this Agreement at its election. Such agreement on the part of the SOCIETY shall not be unreasonably withheld. The SOCIETY will negotiate a payment to the RAILROAD for demobilization and lost fees.

8.01 Should the RAILROAD choose to withdraw under this Article 8.00 of this agreement, in order to assist the SOCIETY to locate and acquire its own rolling stock and servicing equipment, the RAILROAD may permit the SOCIETY to buy the rolling stock, tools, shop machinery, and other equipment operated and owned by the RAILROAD on the PREMISES and determined by the SOCIETY to be needed to operate the railroad as mutually agreed to in a contract for sale between the parties. The SOCIETY shall pay for the costs of an independent appraiser for the equipment subject to such sale. With respect to repair parts, expendable supplies and small tools, the intention is that the RAILROAD shall provide at market value a supply of such items having at least the usefulness to the operation of the PREMISES as does its ordinary supply. After notice of withdrawal, the RAILROAD shall complete the current or upcoming operational season and the RAILROAD shall have 90 days at the conclusion of the operational season in September to vacate the PREMISES.

8.02 The SOCIETY shall have the right to withdraw from and terminate this Agreement if it is determined that the cost of the PREMISES controlled maintenance, capital construction or geo-technical engineering needs exceeds the funding availability to address identified needs to meet operations and/or safety concerns. The SOCIETY must give a minimum of one year written notice of intent to withdraw to the RAILROAD. The RAILROAD has 120 days at the conclusion of the then current or upcoming operating season to vacate the PREMISES. This provision in no way limits the SOCIETY'S rights upon termination for breach as provided in paragraphs 19.00 to 22.12 or the RAILROAD'S rights to withdraw and terminate pursuant to Article 7.00.

9.0 ASSIGNMENT, TRANSFER AND SUBLETTING. The RAILROAD shall have no right, authority, or power to transfer this agreement, or any interest herein or rights hereunder, or mortgage or otherwise encumber the PREMISES, or the RAILROAD'S interest in any building on PREMISES, by way of assignment, sub-lease, license or any other agreement without prior written consent of the SOCIETY, and where applicable, of the Department of Highways, Division of Highways, State of Colorado, under the provisions of the aforesaid USE AND OCCUPANCY AGREEMENT.

10.0 SAVE HARMLESS.

10.01 The RAILROAD shall save harmless the State of Colorado and the SOCIETY and all agents and employees of each from any and all claims or mechanic's or material men's liens arising out of the conduct of the RAILROAD, its agents, employees, concessionaires, independent contractors, or guests and invitees, and incident to the RAILROAD'S entry on the PREMISES or operation under this agreement. Neither the SOCIETY nor the Department of Highways, Division of Highways, State of Colorado, shall be liable to the RAILROAD, nor to anyone claiming by, through, or under it, for any damage to property, or for injury or loss of life to any person, which may be caused by, or *in* any way attributable to any rock, earth, or snow slide from or, across Interstate 70, and onto any part of the PREMISES described herein.

11.0 TAXES The RAILROAD will pay all federal and state income taxes on gross receipts, as well as state and federal compensating, franchise, license, and other taxes, levies, or assessments imposed upon the RAILROAD'S receipts, income, corporate stock or the like. The RAILROAD agrees that it will promptly pay such taxes, levies, and assessments, if any, as may be lawfully imposed upon its personal property located on the PREMISES, or upon the business conducted therein, or upon its possessory interest in the agreement and the PREMISES, by any state, county or other lawful authority. Agreed to costs will be reimbursed to the RAILROAD by the SOCIETY on a monthly base.

12.0 UTILITIES. It is agreed and understood that no electricity, water, gas, sewer, security system monitoring, or other utilities are furnished to the RAILROAD by virtue of this agreement, and the RAILROAD agrees to make arrangements and to pay for such utilities as may be required in connection with the RAILROAD'S use and occupancy of the PREMISES. These costs will be reimbursed to the RAILROAD by the SOCIETY on a monthly base.

12.01 The SOCIETY shall provide available water for on-site needs. The SOCIETY may install water and sewer lines on the PREMISES as may be necessary to adequately service the RAILROAD and its passengers.

13.0 COMPLIANCE REGULATIONS. RAILROAD shall comply with, and shall require its sub-lessees, agents, and employees to comply with, all applicable state and federal and local laws and ordinances. The RAILROAD agrees to bear the expense, if any, in connection with the compliance as may be required hereunder.

14.0 QUALITY OF SERVICE AND CONTROL OF RATES. The RAILROAD covenants and agrees to maintain its railroad facilities in clean and good repair. Service to the public shall be courteous and consistent with good business practices. Should the SOCIETY receive any complaints concerning the RAILROAD'S service, the SOCIETY shall provide to the RAILROAD a copy of any such complaint and the RAILROAD shall take appropriate action to correct just complaints, providing the SOCIETY a report of any such action taken.

15.0 COVENANT AGAINST COMMISSION. The RAILROAD warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee.

16.0 SAFETY REQUIREMENTS FOR PROTECTION OF PUBLIC. Each party shall maintain its portion of the PREMISES in accordance with this Agreement. In the event the PREMISES or any part thereof is found by the state, local or federal government authorities to be unsafe or dangerous for use by the public, and if such PREMISES or part thereof is accessible to the public, then the party responsible for maintenance will immediately proceed to remedy such deficiencies, in order to conform with the appropriate safety or health requirements. The RAILROAD or the SOCIETY shall not open any portion of the PREMISES to the public until said portion has been rendered safe for its intended purpose. The RAILROAD shall not operate any unsafe equipment. The RAILROAD will comply with all applicable regulations and safety standards. The SOCIETY and the RAILROAD will cooperate to ensure that all State and Federal Homeland Security requirements are met. The RAILROAD agrees to provide temporary comfort and emergency facilities to RAILROAD visitors during any terrorist attack, emergency or natural disaster.

17.0 INSURANCE. Notwithstanding anything to the contrary in the Agreement, the parties hereby agree that the RAILROAD shall be responsible for general public liability insurance for personal injury and/ or property damage resulting from the RAILROAD operations conducted on the PREMISES. The cost of this insurance will be a reimbursable line item to the RAILROAD. The vendor and premium will be approved by the SOCIETY. The RAILROAD shall be responsible for general public liability insurance and list the State as an additional insured on the policy. The RAILROAD shall provide casualty insurance for its rolling stock, machinery and tools. The SOCIETY will provide all property insurance to cover replacement value. The SOCIETY shall also be responsible for fire and extended coverage property insurance for the Devils Gate High Bridge and all other railroad bridges in

the right-of-way, but will not be responsible for general public liability insurance for said bridges. The RAILROAD shall be responsible for general public liability insurance to operate over the Devil's Gate High Bridge and all other railroad bridges in the right-of-way. Also during the term of this agreement, the RAILROAD agrees to maintain in force and effect with a responsible carrier authorized to do business in Colorado the following insurance coverage for the PREMISES to insure its contractual obligations under paragraph 10.00 to save harmless the State of Colorado, any of its departments, agencies, officers or employees, and SOCIETY:

17.01 General Commercial Liability insurance for bodily injury or death of any person, and/or for property damage with a combined single limit of ten million dollars (\$10,000,000) for each and every occurrence related to operating the railroad any activity under this agreement. Any aggregate limit will not be less than fifteen million dollars (\$15,000,000). If the aggregate limit is reduced during the contract period by virtue of claims paid, the RAILROAD will immediately procure additional insurance to restore the full aggregate limit.

17.02 Fire and extended casualty insurance, including insurance for physical damage, sufficient in amount to replace the damaged property included in PREMISES shall be provided by the SOCIETY.

17.03 Worker's Compensation Insurance to comply with the Workman's Compensation Act of Colorado shall be provided by the RAILROAD.

17.04 The RAILROAD shall provide copies of the Certificates of Insurance providing above coverage within ten (10) working days from the execution date of this Agreement. Thereafter, the RAILROAD shall provide a copy of the Certificate of Insurance on April 15th. The insurance contract shall contain a provision against cancellation by the carrier without sixty (60) days notice thereof to the other party. Insurance obtained by the RAILROAD shall name the SOCIETY and the State of Colorado as additional insured. Additional coverage to reflect particular historical value may be provided at the SOCIETY'S option and at the SOCIETY'S expense. The RAILROAD may be requested to adjust the limits of property coverage every five (5) years to reflect the amount of coverage needed to protect the PREMISES adequately.

18.0 SURRENDER AT TERMINATION OR EXPIRATION . The RAILROAD shall surrender the PREMISES ninety (90) days after the last day of full seasonal operation by the RAILROAD, without notice, at the expiration or termination of this agreement, including all improvements, repairs, or renovations completed during the term of the agreement. The RAILROAD will fully cooperate with the SOCIETY during this period and not delay or interfere with the new operator of the PREMISES. Any property remaining on-site after such 90 days period shall become the property of the SOCIETY at its discretion or the SOCIETY will have the right to remove and bill the

RAILROAD for all expenses in removing abandoned RAILROAD property. The SOCIETY and RAILROAD may negotiate an extension of time to meet unexpected situations and circumstances.

19.0 BREACH. Subject to Article 7.00 of the agreement, the SOCIETY may terminate this agreement upon the occurrence of any one or more of the following conditions:

19.01 If the RAILROAD fails to deposit revenue and submit financial reports within the established time frame.

19.02 If the Railroad fails to attend and participate in the communities Loop Park Communication Committee.

19.03 If the RAILROAD shall be in violation of any provision of this agreement with respect to the assignment or subletting of any portion of the PREMISES or of any interest-in this agreement, after written notice to RAILROAD and failure to cure any such breach.

19.04 If during the term of this agreement the RAILROAD shall:

19.04.1 Apply for, or consent to, in writing signed on or in behalf of the RAILROAD by any of its officers or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of the RAILROAD or of all or a substantial part of its assets; or

19.04.2 File a voluntary petition in bankruptcy or admit in writing in any insolvency proceeding its inability to pay its debts as they come due;

19.04.3 Make a general assignment for the benefit of creditors; or

19.04.4 File an answer admitting the material allegations of a petition filed against the RAILROAD in any bankruptcy, reorganization or insolvency proceedings or under any bankruptcy or reorganization or insolvency law.

19.05 If the RAILROAD fails to obtain the SOCIETY'S approval prior to initiating any operations or improvements as otherwise required in paragraph 2.00 (USE OF PREMISES) or paragraph 4.00 (MAINTENANCE OF PREMISES), after written notice to RAILROAD and failure to cure any such breach.

19.06 If the RAILROAD fails to render the PREMISES safe before opening them to the public, after written notice to RAILROAD and failure to cure any such breach.

19.07 If the RAILROAD fails to make necessary repairs to correct mechanical breakdowns in a reasonable amount of time, after written notice to RAILROAD and failure to cure any such breach.

19.08 If the RAILROAD fails to provide routine maintenance and security/fire monitoring of the PREMISES, after written notice to RAILROAD and failure to cure any such breach.

19.09 If the RAILROAD fails to comply with any and all applicable rules regulations, and fails to remedy the lack of compliance within a reasonable time period, after written notice to RAILROAD and failure to cure any such breach.

19.10 If the RAILROAD fails to obtain and maintain proper insurance as provided in paragraph 17.0 of this agreement, after written notice to RAILROAD and failure to cure any such breach.

19.11 If the RAILROAD materially breaches any other express or implied condition or requirement of this agreement, after written notice to RAILROAD and failure to cure any such breach.

19.12 If the RAILROAD fails to provide reasonable service as outlined in paragraph 2.02 of said agreement, after written notice to RAILROAD and failure to cure any such breach.

19.13 However, if any natural or man caused calamity including strikes, not attributable to the RAILROAD, its agents, or employees, forces cessation of the operation of said RAILROAD, and the cost of adequately repairing the damage caused by the calamity exceeds any applicable insurance proceeds and proceeds otherwise made available by the SOCIETY and the RAILROAD by mutual agreement, or if the required repairs or other construction cannot be sufficiently completed in time for the RAILROAD to meet the requirements, then failure to meet such requirements shall not constitute a breach of this agreement. The time period for curing the breach may be shortened by the SOCIETY if the SOCIETY determines that the breach affects the safety and well being of the PREMISES or any person that would come into contact with the PREMISES.

19.14 Upon any of the above breaches or upon any other material breach of this agreement by RAILROAD, and if said breach is not cured within thirty (30) days after notice is sent to the RAILROAD by the SOCIETY, the SOCIETY at its election and in case of default, may re-enter the PREMISES, take possession, and terminate this agreement. RAILROAD shall have one hundred twenty (120) days thereafter to remove its personal property from the PREMISES. Disagreements concerning the materiality of the breach will be settled pursuant to paragraph 7.0 of this agreement. This section in no way affects any rights or remedies to which the SOCIETY may be entitled under the terms of this agreement or under the laws of Colorado.

20.0 BINDING ON SUCCESSORS This agreement shall bind and inure to the benefit of the parties and their successors and assigns.

21.0 INTEGRATION. This agreement contains the entire understanding between the parties, and there are no understandings, representations or warranties not set forth or incorporated by references in this document.

22.0 EXECUTION It is understood and agreed that six copies of this agreement shall be executed and attested or acknowledged in such form as shall be suitable for recordation.

23.0 DISCLOSURE. The RAILROAD shall submit to the SOCIETY, within ninety (90) days of signing of this agreement, and then on an annual basis only if there are any changes in common stockholders, on or by April 15th, a complete list of common stockholders showing name, address, number of shares owned and percentage of ownership. Stockholders holding more than ten percent (10%) of total outstanding shares of common stock will submit a disclosure statement. A sample attached hereto and labeled Exhibit E shall be used for this purpose. Prior to January 31 of each year, similar information shall be submitted for any new stockholders as of December 31. Should the number of stockholders increase so as to exceed fifty (50), the RAILROAD shall be required to provide disclosure information for only those fifty (50) persons who hold the greatest amounts of stock, the directors and officers, and the managers of the RAILROAD.

24.0 WAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions, and covenants herein, contained shall not be deemed a waiver of any rights or remedies that such party has and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, covenants herein contained. This instrument may not orally be changed, modified or discharged.

25.0 BOARD APPROVAL.-This agreement shall not be deemed valid until the Colorado Historical Society's Board of Directors approves it.

26.0 BOND REQUIREMENT. If construction of more than fifty thousand dollars (\$50,000) for the construction, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation, or other public work on the PREMISES for this State, all such work will meet State Buildings and Real Estate procedures and procurement requirements. The contractor receiving such payment shall, before entering upon the performance of any such work included in this agreement, duly execute and deliver to and file with the official whose signature appears below for the State, all required bonding as specified by the State for work on the PREMISES. Such bond shall be duly executed by a qualified corporate surety, conditioned upon the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the

same in an amount not exceeding the sum specified in the bond together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered, and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed, or paid. The RAILROAD will not be considered as a "contractor" or "subcontractor" under this section.

27.0 EXHIBITS

The following exhibits are attached and incorporated into this Agreement

- A. Description of Personal Property (Colorado Historical Society)
- B. Photo- description of Personal Property and Enumeration
- C. Description of Real Property (Colorado Historical Society)
Right of Way, Georgetown Loop, Railroad
Reference Sheet
Right of Way Map Number 1 (left)
"Silver Plume"
Right of Way Map Number 1 (right)
"Georgetown"
Silver Plume Terminal
Legal Description
Parcel of Land Map Number 1 (right)
Parcel of Land Map Number 1 (left)
Silver Plume Depot Description
Photo-description of Real Property
- D. Description and Enumeration of Personal Property
- E. Annual Report of Operations Form
- F. Disclosure Form
- G. Use and Occupancy Agreement
- H. Property Survey
- I. Contractor Proposal including Best and Final Offer

In the case of conflict or inconsistency, the following order of precedence shall be followed: (1) Basic contract (pp. 1-27); (2) Exhibits A through H; and (3) Exhibit I

28. STATE OF COLORADO SPECIAL PROVISIONS:

SPECIAL PROVISIONS
(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this

contract.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

SPECIAL PROVISIONS
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:

GOVERNOR

Legal Name of Contracting Entity

By _____
Entity Executive Director

Social Security Number or FEIN

Department of _____

Signature of Authorized Officer

LEGAL REVIEW:

ATTORNEY GENERAL

Print Name & Title of Authorized Officer

By _____

CORPORATIONS:

(A corporate attestation is required and seal, if available.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

By _____

Date _____

Revised: 7/1/03

Exhibit B

DESCRIPTION OF REAL PROPERTY

A. Silver Plume Terminal

A tract or parcel of land Number A of the State Department of Highways, Division of Highways, State of Colorado, project Number I 70-3 (26) 224 Section 3, in the Town of Silver Plume in the NE ¼ Section 24, Township 4 South, Range 75 west, the NW ¼ Section 19 and the SW ¼ section 18, Township 4 South Range 74 west, of the Sixth Principal Meridian in Clear Creek County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point which is corner Number 4 of the Water Power Lode Survey Number 2266-B and corner Number 49 of the Town of Silver Plume in Section 18, T 4S, R. 74 W.;

1. Thence along line 1-4 of said survey Number 2266-B N 21Degrees 30' W a distance of 12 feet
2. Thence S. 65. 151 W., a distance of 199.4 feet;
3. Thence N. 35° 051 W., a distance of 57.2 feet;
4. Thence S. 54° 551 W., a distance of 237.0 feet;
5. Thence S. 49. 461 45" W., a distance of 267.0 feet;
6. Thence S. 37 081 30" W., a distance of 161.0 feet;
7. Thence S. 510 481 30" W., a distance of 666.0 feet;
8. Thence S. 35° 311 15" E., a distance of 38.3 feet;
9. Thence N. 81° 00' E., a distance of 193.1 feet to the southerly right of way line of Interstate Highway Number 70 (October 1968) same being line 5-6 of the Thomas S. Old Mill Site survey Number 789-B;
10. Thence along said southerly right of way line and line 5-6, N. 37° 00' E., a distance of 122.9 feet to corner Number 6 of said Survey Number 789-B;
11. Thence continuing along said southerly right of way line and along line 6-7 of said Survey 789-B, N. 64° 05' ' E.1, a distance of 221.1 feet to corner Number 7 of said Survey 789-B;
12. Thence continuing along said southerly right of way line and along line 7-8 of said Survey 789-B, N. 22° 00' W., a distance of 85.0 feet;
13. Thence continuing along said southerly right of way line, N. 68° 00' E., a distance of 134.3 feet;
14. Thence continuing along said southerly right of way line, N. 15° 11' 3011 W., a distance of 89.4 feet;
15. Thence continuing along said southerly right of way line, N. 51o 12' 3011 E., a distance of 145.9 feet to the westerly corner of Lot 2, Tract A in the Town of Silver Plume.
16. Thence continuing along said southerly right of way line and along the south westerly line of said Lot 2, 8.68° 141 E., a distance of 100.0 feet to the southerly corner of said Lot 2;

Attachment A

17. Thence continuing along said southerly right of way line and along the southeasterly line of Lots 1 and 2 of said Tract A, N. 210 46' E., a distance of 162.5 feet;

18. Thence continuing along said southerly right of way line, N. 54 03'30", a distance of 187.8 feet;

19. Thence continuing along said southerly right of way line, N. 60° 21' 15"E., a distance of 302.3 feet to corner Number 4 of the Water power Lode Survey Number 2266-B, same being corner Number 49 of the Town of Silver Plume, the point of beginning.

Exhibit B

DESCRIPTION OF SILVER PLUME DEPOT

Built in 1884, the Silver Plume Depot was constructed of board and batten over a balloon frame and originally housed a passenger section: freight handling area, and living quarters for a depot employee. Sometime after its abandonment, it was acquired by the Loveland Patrol Associates which in 1968 donated the depot to the SOCIETY and moved it from its original location onto property leased to the SOCIETY by the Colorado Highway Department where it now rests. The Depot was subsequently leased back to the Associates who gutted the interior of its plaster in rooms A, B, and C and dry walled room A. In 1972 the SOCIETY replaced the roof with authentic cedar shingle roofing.

Presently, the exterior has been largely restored and a platform built around the depot. The interior is partially rewired and rooms A, B and C are ready for plaster. The interior doors, now rebuilt, need to be re-hung and painted. The windows have been restored or repaired but need to be repainted. Wainscoting require painting, and after plaster restoration painting will be required to complete interior restoration.

Morrison Valley Center

Exhibit C
DESCRIPTION OF APPROVED NARROW GAUGE EQUIPMENT

1.

Exhibit D
ANNUAL REPORT OF OPERATIONS
FOR GEORGETOWN LOOP RAILROAD

This questionnaire should be accompanied by twenty copies of the published brochure listing schedule which was in effect for the season, and by a brief written report (not to exceed two typewritten single spaced 8 ½ x11” sheets) summarizing highlights of operation, maintenance, rehabilitation, improvements and patronage trends.

1. OPERATIONS:

Typical_train consist:

Locomotives operated, with mileage estimates:

Cars operated in regular passenger service:

If regular operations differed from published schedule:
Explain:

Number of charter trips:

Number of days of special revenue operations:

Number of days of non-revenue train operations:

Purposes:

2. MAINTENANCE & REHABILITATION:

Locomotives (give number and specify substantial maintenance):

Cars (give number and specify reconstruction):

Buildings and Structures (name & describe major projects):

Track and roadway (list areas of major work):

Number of pressure treated ties installed:

Number of untreated or surface treated ties installed:

Feet of rail replaced:

At:

Describe replacement rail:

At:

Tons of ballast distributed:

At:

Drainage work was done at:

3. PLANNED PROJECTS FOR FOLLOWING YEAR:

Attachment A

Locomotive overhauls:

Car reconstruction:

Tie replacement:

Other track work:

Building rehabilitation:

New construction:

4. REVENUE (for the period from & to):

Train ride ticket sales, scheduled operations:

Adult:

Children:

Groups:

Movie and other special operations revenues:

(Name of company) (Dates) (Revenue)

Other revenues:

(Source) (Amount)

Total: _____

Railroad's gross direct revenue:

5. OPERATING EXPENSE:

(For the same period as the revenue statement)

Advertising and promotion

Cash shortages

Equipment Lease

Fuel

Insurance

Lubricants, water, and miscellaneous supplies

Miscellaneous expense

Office supplies and expense

Rent

Repairs and maintenance

Salaries

Taxes and licenses

Payroll taxes

Property taxes

Licenses

Telephone and utilities

Travel and entertainment

Total operating costs and expenses:

6. OFFICE EXPENSE:

Executive salaries

Office supplies & expense

Rent

Telephone

 Legal & accounting

 Advertising & promotion

Auto & travel

Attachment A

Interest & bank charges
Other expense
Total Headquarters Allocation

7. NET OPERATING INCOME (loss):

8. CAPITAL EXPENSES ON PREMISES:

(Project)	(Amount)
_____	_____

Total _____
In previous years:
Accumulated total:

The statements made in this exhibit represent correct information to the best of my knowledge.

PRESIDENT,

Exhibit E
GEORGETOWN LOOP RAILROAD

STOCKHOLDER'S DISCLOSURE STATEMENT

This statement is intended for the information of the Colorado State Historical Society in connection with the management agreement of the Georgetown Loop Historic Railroad by _____, a Colorado corporation. The purpose of this disclosure is to document the claim by _____ that it is not controlled by criminal elements or by persons subject to conflict-of-interest as regards the foregoing contract.

Name and address of stockholder:

Occupation:

Present Employer:

Address:

Ever convicted of a felony? _____

If so, give name and location of court, date and nature of conviction.

Engaged in any separate business related in any way whatever with the _____? _____

If so, give name and address and describe briefly.

Signature

Date