

PLS TRACK LEASE

This Lease is made between Pennsylvania Live Steamers, Inc. (PLS), Post Office Box 26202, Collegeville, Pennsylvania 19426 (hereinafter “PLS”), and _____ (hereinafter “Member”) effective as of the execution date set forth below.

PLS, as lessor, agrees to lease to Member, as lessee, and Member agrees to accept all rights and obligations under this Lease with respect to the “Leased Track” identified in Exhibit “A” attached hereto situated at the Pennsylvania Live Steamers, Inc. facility at 468 Gravel Pike in the Township of Perkiomen, County of Montgomery, Commonwealth of Pennsylvania, in accordance with the terms and conditions set forth below.

NOW, THEREFORE, intending to be bound hereby, the parties agree as follows:

1. Definitions. The following words and phrases when used in this Lease shall have the meanings given to them in this section unless the context clearly indicates otherwise:

- a) “Bay” is a storage area within Building 3 consisting of six (6) tracks. Building 3 is comprised of ten (10) Bays for a total of sixty (60) tracks.
- b) “PLS’s Agent” is the agent appointed by the PLS Board of Directors to oversee leasing operations, “run events”, and other events. Until such time as the Board of Directors notifies its Lessees of the appointment of another agent, PLS’s Agent is Treasurer or his assigns.
- c) “Run Day Log Book” is the three-ring, loose-leaf notebook kept in or about the clubhouse with pages designed for the entry of, among other information, the date of the scheduled PLS run event or other event for the benefit of PLS, the name of the operator, and the equipment operated.

2. Rent, Fees, and Term. Member agrees to pay, without demand, as rent for the Leased Track the annual sum of \$_____, in advance, to PLS at Post Office Box 26202, Collegeville, Pennsylvania 19426. The term of this Lease shall be for one year, commencing on April 1, 202_____ and ending on March 31, 202,_. A deposit of \$10.00 is required for each key. The deposit shall be returned to the Member upon his or her surrender of the key to PLS’s Agent.

3. Alterations and Improvements. Member shall make no alterations to the Leased Track without the prior written consent of PLS’s Agent, with the exception that Member is permitted to remove personal property of Member that is removable without damage to the Bay.

4. Maintenance and Repair. Member shall keep and maintain the Leased Track and Bay in reasonably clean and sanitary condition and repair during the term of this Lease and any renewal thereof. In the event of any damages to the Leased Track or Bay, Member shall, at his or her sole expense, make proper repair of said damages in such a manner as to restore the Leased Track or Bay to its condition at the inception of this Lease, normal wear and tear excepted. If Member fails to make such repairs after reasonable notice from PLS, PLS may make such repairs and charge same to Member or any against any pre-paid rent.

5. Right of Inspection. PLS’s Agent shall have the right at all reasonable times during the term of this Lease and any renewal thereof to inspect the Leased Track and Bay and any improvements or alterations made therein.

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6. Holdover by Member. Should Member remain in possession of the Leased Track following the end of the term of this Lease without the consent of the PLS's Agent, a month-to-month holdover tenancy shall be created between PLS and Member at (one hundred and fifty percent) 150% of the prior year's rental rate, but subject to all other terms and conditions of this Lease. Member shall pay all rent in advance, without demand, at rates set in advance from time to time by PLS, and shall remit payment to PLS within thirty (30) days of the commencement of any holdover term. Failure to make payment in accordance with this provision shall result in the termination of this Lease, and Member shall immediately surrender the Leased Track.

7. Surrender of Track and Transfer of Title. Upon the termination of this Lease, Member shall vacate and surrender the Leased Track in as good a state and condition as it was at the commencement of this Lease, reasonable wear and tear excepted, and shall return all keys to PLS's Agent. If Member's equipment remains on the Leased Track after sixty (60) days from the date of termination of the Lease, PLS's Agent shall notify Member by United States Postal Service by regular and certified mail that Member's equipment must be removed within thirty (30) days. In the event that Member's equipment remains on the Leased Track after those additional thirty (30) days, then all of Member's right, title and interest in and to all such equipment shall automatically pass to PLS without further notice or other action required.

8. Binding Effect. The covenants and conditions herein contained shall apply to and bind the parties and their respective executors, administrators, heirs, legal representatives, and assignees.

9. Termination. Either party may terminate this Lease without cause at any time upon thirty (30) days written notice to the other party. If this Lease is terminated prior to the expiration of the then-existing term, then after deducting any amount owing by Member for damages under paragraph 4 above, PLS shall reimburse to Member the rent for the balance of the Lease term on a pro-rata basis. This Lease will terminate immediately if the Member ceases to be a regular member of PLS. However, this Lease shall continue for the balance of the then-existing term in the event of Member's death.

10. Sublease with Sharing Member. Member may not assign or sublet all or a portion of the Leased Track to another Regular Member ("Sharing Member") without the prior written approval of the PLS Board of Directors. The Sharing Member's interest shall be subordinate to Member's interest, and the Sharing Member must immediately vacate the Leased Track if the Lease terminates for any reason. The Board of Directors may deny approval of a sublease for any reason, including, but not limited to the overburdening or monopolization of tracks and the need to give preference to members currently on PLS's master waiting list. Any purported assignment or subletting without the prior written approval of the PLS Board of Directors shall be null and void.

11. Swaps. Member may swap his or her Leased Track with that of any other Member. Both Members shall present their Leases to the Treasurer to have the Bay number and the shelf number in Building 3 or the track number in Building 6 or the track number in Building 8 on both Leases changed to reflect each Member's new Leased Track after the swap takes place. (See Exhibit "A".)

12. Correspondence. Any notices or other correspondence between PLS and Member shall be sent by United States Postal Service, or electronic mail to Member at his or her address or electronic mail of record or to the Secretary of PLS at the post office box address set forth above, or secretary@Palivesteamers.org as the case may be.

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13. Other Terms.

- a. Only equipment owned by members of PLS may be stored in any PLS building.
- b. Except for evictions and the recovery of past-due rent and other sums due, which may be pursued in the manner provided by Pennsylvania law, any unresolved disagreement between the parties shall be resolved by a simple majority vote by secret ballot of the regular members present at a regular membership meeting, which shall be the sole and exclusive method of resolving disputes under this Lease apart from evictions and the recovery of past-due rent and other sums.
- c. Building 3 - can only be used for motive power, railroad cars, and equipment necessary for the operation of the motive power and rolling stock. In Building 3, no Member may lease more than two (2) tracks.
- d. Building 6 and Building 8 – Can only be used for car storage, battery-powered equipment, and only battery-powered equipment, and the equipment necessary for its operation may be stored. All of Member's equipment must be within the marked confines of Member's track. In Building 6 and 8, no Member may lease more than one (1) track.
- e. All volatile material in Building 3 shall be stored in an approved container only. PLS's Agent reserves the right to remove any container that he or she determines unsafe.
- f. No volatile material shall be stored in Building 6 or in Building 8 unless specifically approved by PLS's Agent on a per case basis.
- g. Member's railroad equipment from each leased track must be operated on at least three (3) different scheduled PLS run events or other events for the benefit of PLS during the term of this Lease to maintain the year-to-year tenancy and opportunity to renew this Lease. The Run Day Log Book shall be the record employed by PLS's Agent to determine the number of events at which Member's equipment was operated during the term of this Lease. Member may appeal in writing to PLS's Agent for a waiver from this provision if extenuating circumstances prevent compliance, but shall not be permitted to appeal for a waiver for each track for more than three consecutive years. Any work performed (club train, front gate duty) for the benefit of and during a PLS calendar run day event, may be applied in leu of a single equipment obligation so long as it is not less than 2 hrs. in duration.
- h. If a vacant track is offered to member on the waiting list, the member has 60 days to occupy the track with member's rolling stock or locomotive. If the member does not occupy the track within that 60-day period, the lease may be terminated with monies refunded and the member will be placed back on the bottom of the waiting list.
- i. The failure of PLS or PLS's Agent at any time to enforce PLS's rights under this Lease strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having in any way or manner modified the same.
- j. PLS shall not be liable to Member or any Sharing Member for any loss or damage whatsoever including, but not limited to, inconveniences, temporary suspension of utility or other services, or limitations upon Member's access to, or use of, the Leased Track, Bay, or

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common areas of the building. PLS shall not be liable for any damage or loss to Member arising from the total or partial destruction of any building by fire or other casualty or by the resulting termination of this Lease or loss of use of all or any portion of the Leased Track by Member or any Sharing Member.

- k. Neither PLS nor its agents, servants, or employees shall be liable for, and Member and Sharing Member hereby releases them from, (a) any damage to property of Member or Sharing Member, (b) the loss or damage to any property of Member or Sharing Member by theft or otherwise, (c) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical disturbance, water, rain or snow or leaks from any part of the building or from the pipes, appliances, or plumbing works or from the roof, street, or sub-surface or from any other place or by dampness or mold or by any other cause of whatsoever nature (whether similar or dissimilar to those above specified), unless caused by or due to the gross negligence of PLS, its agents or servants, or (d) any such damage caused by other tenant or tenants or persons in any PLS building.
- l. If more than one Member has executed this Lease, the liability of each for any rent due or damages owed shall be joint and several.
- m. This Lease will remain in affect year- to- year exclusive of increases in rent.
- n. This Lease constitutes the entire agreement between the parties and no other documents or oral statements purporting to amend or modify this Lease shall be binding or enforceable. Any amendments to this Lease must be in writing and executed by both parties according to the By-Laws of the Pennsylvania Live Steamers Inc.
- o. This Lease has been executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Lease at 468 Gravel Pike in the Township of Perkiomen, County of Montgomery, Commonwealth of Pennsylvania on this _____ day of _____ 202__.

Member: _____

Pennsylvania Live Steamers, Inc.

By: _____

Member: _____

Title _____