

structures shall at any time be required by reason of any change in the Railway's track or tracks, or because of any changes in the operating practice of the Railway, or for any other cause, then and in that event any expense or damage resulting from such change, rearrangement, extension or enlargement of said sidetrack shall be borne by the Industry.

7. Clearances.

(a) The Industry agrees not to permit any obstruction over said sidetrack having a clearance of less than twenty-two (22) feet above the top of rail, or alongside of said sidetrack within six (6) feet of the nearest rail of said sidetrack, with the necessary additional clearance on curves. All structures erected over the sidetrack shall be built and maintained in a manner satisfactory to the Chief Engineer or other proper officer of the Railway.

8. Operation and Liability.

(a) After the completion of said sidetrack the Railway will deliver to the Industry, on said sidetrack, cars containing carload shipments and consigned to the Industry for delivery thereon, and will deliver to the Industry on said sidetrack empty cars for loading thereon, and will accept from the Industry on said sidetrack cars containing carload shipments, for movement to destination over the lines of the Railway or its connections. For such service the Industry will pay the legal charges shown from time to time in the proper tariff of the Railway, duly filed and published according to law.

(b) It is mutually agreed by the parties hereto that all carload shipments consigned to the Industry for delivery on said sidetrack shall be deemed to have been fully and completely delivered as soon as the car containing such shipment shall have been placed on the sidetrack and detached from the engine or train by which it was moved, and the Railway shall thereupon be fully and completely relieved of any liability, either as common carrier or as bailee or otherwise, for loss of or injury to such shipment occurring after such delivery, and that the Railway shall not be liable as common carrier, nor as bailee, nor otherwise, for any property loaded into any car on said sidetrack until said car is attached or coupled to the engine or train by which it is to be moved from said sidetrack towards its destination, or until a bill of lading shall have been issued to the Industry therefor, and that until said car is so attached or coupled up, or a bill of lading is issued therefor, the said car and its contents shall be deemed and held to be in the possession of the Industry so far as liability therefor is concerned.

(c) The Industry will promptly, at its own cost and expense, and subject to all proper demurrage and other charges, load or unload all cars which are placed on said sidetrack for loading or unloading by the Industry; that it will not allow cars delivered to the Industry on said sidetrack to be removed therefrom except by the Railway; and that in the event of damage to or destruction of any of such cars while on said sidetrack, whether due to improper use of the cars by the Industry, or agents or employes of the Industry, or to fire, or to any other cause, unless the same be the result of negligence of the agents or employes of the Railway, the Industry will make good and pay to the Railway the loss due to such damage to or destruction of such car or cars.

(d) It is hereby expressly agreed that inasmuch as the Industry desires and has requested the use and operation of said sidetrack for its convenience, notwithstanding the proximity of the tracks and engines to the property of the Industry, and notwithstanding the operation of trains in the vicinity and to the risk of fire on account thereof, the Industry assumes the duty of keeping the right of way of said sidetrack and the property adjacent thereto clean and clear of combustible or inflammable material, and agrees to release the Railway from liability for, and hereby assumes all risk of loss or damage to property of the Industry or to property of persons other than the parties hereto in the possession or under the control of the Industry, situate on or in the vicinity of said sidetrack, and due to fire set out by engines, cars or other machinery of, or in any manner caused by the Railway; and the Industry hereby agrees to hold the Railway harmless from and against all claims and demands of every nature on account of injury to or loss of property of the Industry, or the property of such other persons in the possession or under the control of the Industry, as above mentioned, which may be caused by, or be incident to fire, whether set out by the engines, cars or other machinery of the Railway, or in any other manner.

(e) The Industry agrees to keep the right of way for said sidetrack free of all commodities, rubbish, trash or other objects which may prove a danger to those engaged in the operation of said Railway; and will indemnify the Railway from all claims and demands which may be made against it by reason of any loss, damage or injury growing out of, or caused by the failure of the Industry to keep the right of way for said sidetrack free from obstructions and objects as aforesaid.

9. Routing.

(a) The Industry will, so far as it legally may, cause all shipments to or from the location referred to herein to be routed over the lines of said Railway and its connections, unless the charges for such shipments over the lines of the Railway and its connections are higher than the lawfully published rates for like transportation of similar shipments over the lines of other railroad companies.