

Virginia & Truckee Railroad Company RENTAL AGREEMENT

This Rental Agreement (“Agreement”) is made and entered into this 14th day of August, 2024, by and between the Virginia and Truckee Railroad Company, Inc., (V&T) a Nevada corporation, (hereinafter referred to as “Renter”), and the Nevada Commission for the Reconstruction of the V&T Railway, a political subdivision of the State of Nevada, (hereinafter referred to as “Rentee”).

SECTION 1 - RIGHTS GRANTED:

Renter will rent from Rentee the following: One - steam engine (#18) and tender, (“Equipment”) for the sole and express purpose of filming and photographing, for and in connection with production of the Production “XXXX” beginning October 21, 2024, through November 11, 2024. (subject to minor change due to production exigencies upon reasonable notice to Rentee and Rentee’s consent, which shall not be unreasonably withheld). [REDACTED]

Rentee represents and warrants that: (i) it is the sole owner (or authorized representative of the owner) of all Equipment; (ii) it has the authority to grant Renter and the Producer of “XXXX” permission and rights herein granted; (iii) the use of the Equipment contemplated hereunder will not violate or infringe on any rights or interests of any third party; and (iv) Rentee will not take any action (or allow or permit any action) which might conflict or interfere with the Producer of “XXXX’s” full use and quiet enjoyment of the rights and license herein granted.

Renter further represents that Renter is responsible for any repair and maintenance of the Equipment necessitated as a result of Renter’s use of the Equipment as well as any breach by Renter of any term, representation or warranty hereunder or any negligence or misconduct of Renter or its employees, agents or contractors.

SECTION 2 - CONDITIONS:

A fee listed in Section 3 - Consideration, includes Equipment rental. Rental, as applicable, includes fees as indicated in Attachment A.

Production Company will be responsible for setting up and payment for all cranes and lifts in Nevada and Montana and transport and permits and fees to and from [REDACTED] Montana and Carson City, Nevada.

SECTION 3 - CONSIDERATION:

For the rights granted herein by the Rentee, Renter agrees to pay Rentee a maximum sum of **Forty** Thousand Two Hundred Dollars- \$40,200.00, in two installments. The first installment of \$20,000.00 is due upon load out of the Equipment in Carson City and the second installment of \$20,200.00 is due upon arrival of Equipment in Montana, October 28, 2024; Additional expenses not covered by this Agreement and agreed upon by all parties, will be identified in writing and invoiced by the Rentee. Any changes to the Agreement after the date hereof shall be subject to reasonable outside legal fees for the actual verifiable cost of such revision reviews, provided that the foregoing shall not apply to any changes requested by Rentee.

SECTION 4 - INDEPENDENT CONTRACTOR:

The Renter's relationship to Rentee in the performance of this Agreement is that of an independent contractor. Renter's personnel performing services under this Agreement shall at all times be under the Renter's exclusive direction and control and shall be employees and/or agents of Renter and not employees of the Rentee. Renter will pay all wages, salaries and other amounts due its employees in connection with this Agreement. Renter will also be responsible for reports and obligations respective of social security, income tax withholding, unemployment compensation, worker's compensation and other payroll deductions related to an employee - employer relationship.

SECTION 5 - INDEMNIFICATION AGAINST LOSS:

Renter shall indemnify, defend and hold harmless the Rentee, and their respective agents and employees from and against any and all liability, claims, fees, fines, penalties, suits, actions, loss, and causes of action of any nature arising out of or in any way connected with the filming, recording or the preparation therefore or clean-up thereafter except to the extent of Rentee's, its agents and employees negligent or willful acts or omissions.

Rentee assumes no responsibility over the actions of Renter, Renter's employees, agents or any other representative, while transporting or using railroad Equipment. All such individuals are acting under the instructions and supervision of Renter and the Producer of "XXXX".

SECTION 6 - PERMITS AND WAIVERS:

During the entire term of this Agreement, Renter and Rentee agree to comply with all Federal, State, County and municipal laws, regulations and rules while acting in connection with the filming and/or recording.

SECTION 7 - INSURANCE:

Throughout the duration of this Agreement, the production company shall maintain the following insurance, which shall be full-coverage insurance, including all deductibles, not subject to self-insurance provisions:

- A. Commercial General Liability to include the following minimum limits of liability.
 - 1. Primary bodily injury and/or death liability limits of \$1,000,000.00 per occurrence, and
 - 2. Primary property damage liability limits of \$1,000,000.00 per occurrence, or
 - 3. General aggregate of \$2,000,000.00.
- B. Automobile Liability with the following minimum limits:
 - 1. Primary bodily injury and/or death liability limits of \$2,000,000 per occurrence, and
 - 2. Primary Property damage liability limits of \$2,000,000 per occurrence, or

3. Combined single limits of liability for primary bodily injury and/or death, and primary property damage of \$4,000,000 per occurrence.
- C. Worker's Compensation Insurance with the limits established and required by the State of Nevada and the State of Montana.

The following shall be named as Additional Insured on the general liability and auto liability policies, prior to delivery of hardware Equipment and track with individual certificates issued to:

Virginia and Truckee Railroad Company, Inc
P.O. Box 467
565 South K Street
Virginia City, NV 89440

Nevada Commission for the Reconstruction
of the V&T Railway
P.O. Box 1711
Carson City, NV 89702

Prior approval of the insurance policies by the Rentee or the Rentee's designee shall be a condition precedent to the enforcement of the Agreement and the Rentee's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Agreement. Renter shall provide the Rentee or the Rentee's designee policies of insurance in amounts set forth in the Agreement.

SECTION 8 - PRIOR CONDITION:

Renter shall return all Equipment to the same condition prior to promotion activities; reasonable wear and tear accepted or reimburse Rentee for all actual expenses. The Equipment may not be altered in any way unless specifically authorized in writing by Rentee. Alterations will be accomplished under the supervision of Renter personnel. All alterations will be under the supervision of a Virginia & Truckee Railroad Co. employee or authorized agent. Notwithstanding the requirements of this Paragraph 8, Renter and/or the Producer of "XXXX" shall be permitted to: (i) add temporary graphics to all train cars and the locomotive.

SECTION 9 - DAMAGE TO PROPERTY:

Damage to any Equipment shall be repaired or replaced by the Renter, but only for the actual loss sustained; not to exceed the replacement value of the Equipment. Renter takes full responsibility to arrange prompt repairs and/or payment for said damage.

Replacement values as of 2024 of railroad hardware and Equipment includes:

- #18 Steam Engine and Tender \$ 1,000,000.00

SECTION 10 - EQUIPMENT FAILURE HOLD HARMLESS AGAINST LOSS:

Rentee, their agents, officers and employees shall not be liable for lost promotional time resulting from rented Equipment - except if and to the extent caused by the negligence or willful misconduct of Rentee, its agents or employees.

SECTION 11 - AUTHORIZATIONS:

Those persons signing on behalf of their respective principals agree and declare that they are authorized to affix such signature and by doing so legally bind their respective principals to the terms and conditions contained herein.

SECTION 12 – PROMOTIONAL CONSIDERATION:

Renter acknowledges that Rentee has not paid any money or other valuable consideration to Renter for the inclusion of the railway Equipment in the Program, nor has Rentee paid any money to anyone or accepted any money from anyone for the inclusion of any plug or reference to Rentee.

SECTION 13 – DAMAGES:

Rentee shall be limited to an action for money damages for any breach of this Agreement by Renter, and Rentee shall not be entitled to equitable or injunctive relief and in no event shall Rentee be permitted to prevent or inhibit the broadcast, exhibition, distribution or other exploitation of any of Producer’s motion picture or television photoplays.

SECTION 14 - APPLICABLE LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District Court of the State of Nevada, in and for the County of Storey, in connection with all disputes, controversies or claims between the parties arising under or relating to this Agreement and waive any objection to venue in, and any claim of inconvenient forum with respect to those courts.

SECTION 15 - NOTICES:

All notices, demands, requests or other communications which may be or are required by this Agreement shall be in writing and shall be directed to the officials identified herein by personal or electronic delivery or deposit in the United States mail, postage prepaid.

SECTION 16 – PUBLIC RECORDS AND CONFIDENTIALITY:

Pursuant to Nevada Revised Statutes (“NRS”) 239.010, information or documents received from Renter and/or Producer may be open to public inspection and copying the Rentee will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Renter and Producer may clearly label specific parts or an individual document as “trade secret” or “confidential” in accordance with NRS 332.061, provided that Renter and Producer thereby agree to indemnify and defend Rentee for honoring the designation of such information confidential. Any publicity, advertising or press with respect to the Project will be under the sole control of the Producer of “XXXX”. Therefore, Rentee will not consent to or authorize any person or entity to release such information without Renter and Producer’s prior written approval. Further, Rentee may acquire certain confidential information regarding the Project; Producer’s other audiovisual productions or projects, employees, affiliates, or other business activities during the course of the Renter and Producers of “XXXX’s” use of the Equipment hereunder. Rentee will keep such confidential information secret and not disclose,

disseminate, or distribute such information or use such information for its own account or for the account of others without the Renter and Producer's prior written approval. Any violations of this paragraph will be deemed to be a material breach of this Agreement, and the Producer's of "XXXX" will be entitled to any and all remedies under law and/or in equity.

SECTION 17 - CANCELLATION/FORCE MAJEURE:

The parties agree that in the event Renter requires more or less Equipment than what is currently specified herein prior to Rentee commencing the delivery process of such Equipment and Renter provides Rentee with reasonable, advance notice, the parties shall negotiate a revised version of Exhibit A in good faith. Furthermore, if, whether or not existing, known, foreseen or foreseeable, at the time of contracting, during the process of delivering the Equipment to Renter's designated location, during the term of this Agreement, and/or Renter's use of Rentee's Equipment, there is a happening, event or occurrence as a result of an act of God, *force majeure*, war, blackout, air raid, air raid alarm, act of public enemy, riot, epidemic, pandemic, fire, earthquake, hurricane, casualty, lockout, labor dispute, strike or threat thereof, order or decree of any governmental agency or tribunal, either party's reasonable determination of risk to public health or safety, or any other similar or dissimilar contingency beyond Renter's or Rentee's control (collectively, "Force Majeure Event") in which either party is prevented, interfered with, impeded, constrained, limited, or delayed from either party's performance or obligations under the terms of this Agreement (other than payment or remittance of money, insurance and liability), the Party declaring the Force Majeure Events shall have the right, exercisable in its sole good faith discretion, to:(a) terminate this Agreement with no further obligations hereunder (excluding those provisions which survive termination hereof, monetary obligations, and other than to pay Rentee for use of the Equipment and for services rendered prior to termination) or (b) to suspend the services and compensation to Rentee hereunder; and further, if mutually agreed, to extend the period of time during which Renter is required to provide the Equipment or services. For the sake of clarity, if a government entity orders a shutdown after the execution of this Agreement, restricting Rentee and/ or Renter from working or operating the respective business, no fees will be imposed during this period, until the government entity lifts or rescinds the shutdown. Notwithstanding the foregoing, in the event that Rentee is unable to timely deliver the Equipment due to a Force Majeure Event, Rentee shall be permitted to terminate this Agreement with no further obligations hereunder, provided that Renter shall still be required to pay Rentee for services rendered prior to termination and any use of the Equipment prior to termination.

SECTION 18 - COUNTERPARTS:

This Agreement may be executed in counterparts, any of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

(The remainder of this page left intentionally blank; the signature blocks follow on the next page.)

For Renter:

Virginia and Truckee Railroad Company, Inc
Thomas Gray
P.O. Box 467
565 South K Street
Virginia City, NV 89440
Email: thgvc@sbcglobal.net

For Rentee:

Nevada Commission for the Reconstruction
of the V&T Railway
Clay Mitchell, Vice-Chair
P.O. Box 1711
Carson City, NV 89702
Email: cmitchell@storeycounty.org

By: _____ . By: _____ .

Title: _____ . Title: _____ .

Date: _____ . Date: _____ .

Rental Agreement

Virginia and Truckee Railroad Company and Nevada Commission for the Reconstruction of the
V&T Railway
Attachment A

To the Nevada Commission for the Reconstruction of the V&T Railway:

Equipment Rental	Description	Per week	per day	Hot Standby day	Time	Total
Steam Engine w Tender	Load engine out in Carson City					20,000.00
	Unload engine in MT					20,200.00
					Equipment Rental Total	\$40,200.00

Total to the (Comm.) \$40,200.00

For Renter:

Virginia and Truckee Railroad Company, Inc
Thomas Gray
P.O. Box 467
565 South K Street
Virginia City, NV 89440
Email: thgvc@sbcglobal.net

For Rentee:

Nevada Commission for the Reconstruction
of the V&T Railway
Clay Mitchell, Vice-Chair
P.O. Box 1711
Carson City, NV 89702
Email: cmitchell@storeycounty.org

By: _____ . By: _____ .

Title: _____ . Title: _____ .

Date: _____ . Date: _____ .