

Section B

RIGHT OF ENTRY FORM FOR CONTRACTORS General Conditions

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) to whose property this Authorization and Consent relates.
2. This Agreement is entered into as of this [date]_____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Company Name]_____ ("Company"), having a place of business at [Address]._____
3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to Company and its authorized employees, servants, agents or contractors, Authorization and Consent to enter upon the property described under Exhibit "A" hereto (the "Railroad property") for the sole purpose described under Exhibit "A" hereto.
4. This Authorization and Consent shall terminate forthwith upon expiration of the term noted in Exhibit "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Authorization and Consent at any time prior to the expiration of the term, upon notice to that effect to the Company, which notice shall be effective forthwith upon receipt by the Company or at such later date indicated by Railroad in the aforesaid notice.
5. The Railroad grants this consent subject to the understanding that Company and its authorized employees, servants, agents or contractors who enter upon Railroad property will:
 - 5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel; and
 - 5.3. Return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Company, and allowing Company a reasonable amount of time to return the Railroad property to the same condition, may do so at Company's sole cost and expense.
6. No work shall be performed or equipment located within twenty-five (25) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad, at the Company's expense. Said work must be

arranged no less than ten (10) business days in advance of starting work.

Indemnity

7. Company agrees to indemnify and save harmless Railroad, its affiliates and associates and their employees, servants, and agents (collectively the "Indemnitee") from and against claims, demands, suits, judgments, actions, liens and other encumbrances, settlements, liability, costs and expenses (including, without limitation, court costs, experts' fees and attorneys' fees) when the injury, death, damage, loss or destruction is caused by the breach of contract or warranty, violation of statute, intentional misconduct or negligent act or omission of the Company, its employees, agents, contractors or subcontractors or when such act or omission is the kind for which one is made strictly liable, whether such claim arises in equity, at common law, or by statute, or under the law of contracts, torts (including without limitation, negligence and strict liability without regard to fault) or property of every kind or character (including Railroad property) ("Claims") and including, without limitation, Claims for personal injury or bodily injury to or death of any person, emotional distress, real and personal property damage and including derivative, consequential, indirect damages and economic loss, and also including, without limitation, Claims arising in favor of or brought by any of Company's employees, agents, contractors or representatives, or by any governmental agency or any other third party. Company shall not, however, be responsible for any such Claims to the extent it is solely caused by the gross negligence or wilful misconduct of the Indemnitee.

Insurance

(Required when Company accesses the property with equipment, including vehicles)

8. Company shall provide and keep in force and effect throughout the term of this Authorization and Consent:
 - 8.1. Comprehensive General Liability insurance in an amount of no less than five million dollars (\$5,000,000), or such greater amounts as Railroad may reasonably require from time to time, combined single limit for bodily/personal injury including death and/or damage to or destruction of property (including loss of use) caused by an accident or an occurrence and also including contingent employers liability, products and completed operations coverage, non-owned automobile liability and contractual liability endorsement specifically granting coverage for all liability assumed under this agreement. This insurance shall name Railroad as additional insured and shall contain cross liability clause and shall specifically include liability for operations within or around railroads and railway tracks;
 - 8.2. Automobile Liability insurance on all licensed vehicles owned by, hired, leased to or on behalf of the Company in an amount no less than five million dollars (\$5,000,000) per occurrence; and
 - 8.3. If available in the jurisdiction covered by this Agreement Worker's Compensation insurance in amounts not less than the statutory limits and

employer's liability in an amount no less than five million dollars (\$5,000,000).

8.4. Company's contractor will not enter Railroad property without having in its possession a certificate certifying that contractor has obtained all of the insurance coverage required hereunder. The Railroad may at any time require the contractor to furnish said certificate and failure to so may result in removal from Railroad property, cancellation of agreement and other consequences including without limiting damages or consequential losses resulting from the non-completion of the work, as Railroad may determine. Said insurance shall state that no material changes will be made to the policies unless Railroad is given a prior written notice of thirty (30) days before such change or cancellation. Any insurance coverage required under the terms and conditions of this contract shall in no manner restrict or limit the liabilities assumed by Company nor shall they release Company from any of its obligations under this contract.

Railroad property: _____

Limited Access Purpose: For the limited purpose of _____
[insert detailed description].

Equipment Involved (including vehicles) Yes No **Note:** If access to the property involves equipment, including vehicles, Company must provide and keep in force and effect throughout the term of this Authorization and Consent, the insurance set forth under Section 8 hereof.

Miscellaneous

9. Company shall not have the right to transfer and/or assign this Authorization and Consent or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.
10. This Authorization and Consent shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Exhibit "A" hereto.

Term: A term of _____[number of days/months/years], beginning on [commencement date]_____ and terminating on [termination date]_____, unless sooner terminated as provided hereunder.

Representative: _____
(name and address)

The parties have executed this Agreement this _____ day of _____, 200__.

RAILROAD

Print Name:
Title:

COMPANY

Print Name:
Title:

