



CUSTOM MODEL RAILROAD CONSTRUCTION AGREEMENT

This Agreement is made by and between **Far Beyond Rails LLC** (Contractor/Design Contractor), 11221 White Oak Ln, Port Richey, FL - 34668, and _____ (Client), of _____ (mailing address).

1. **Description of Services:** Contractor will provide all labor, materials and equipment necessary to construct a model railroad layout to the following specifications:
 - a. Layout will be based on [Enter short description here]

 - b. Layout will be _____ scale constructed in accordance with the design CAD drawing attached to this contract as Exhibit A.
 - c. Contractor will provide [Check applicable item(s)]:
 - (1) **Benchwork, Framing and Trackwork** *(includes all track & turnouts without ballast using commercial pre-fab birail or scale track)*
 - (2) **Overhead Wire or Catenary**
 - (3) **Basic Electrical** *(includes Digital Command Control (DCC) system)*
 - (4) **Advanced Electrical** *(includes signals, dispatching system, detection system, special effects)*
 - (5) **Rough Scenery** *(includes basic contours, bridges and bridge abutments)*
 - (6) **Finished Landscaping/Scenery** *(includes ground cover, trees, rock formations and ballasting)*
 - (7) **Structures** *(kits, kit-bashed and scratch-built)*. [Add special notes here].

 - (8) **Custom Backdrop**
 - (9) **Locomotives** – appropriate for the layout and era
 - (10) **Rolling Stock** - appropriate for the layout and era

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(11) **Details** (*People, vehicles, structure lighting, street lights detail lighting*)

d. Client will provide:

- (1) **Room Lighting** (*includes fixtures*)
- (2) **Layout Lighting** (*includes fixtures*)
- (3) **Utilities** (*includes fixtures*)
- (4) **Security Systems**
- (5) **Heating, Ventilating and Air Conditioning Systems** (*includes air handling systems, filtration and room temperature control systems*).
- (6) **Any Structural or Environmental Modifications to Client Structure as required by the Client and reflected in the contract CAD drawing as Exhibit A.** (*NOTE: Under no circumstances will Contractor provide any code-specific electrical or building construction services.*)
- (7) **Suitably painted backdrop wall surface** (*NOTE: Optional custom backdrop available at additional cost.*)

e. **Layout Specifications:**

- (1) **Size** – The overall size of the layout will be approximately ___' x ___' [Add special notes here]

- (2) **Construction:**

- i. Module frames will be of wood or aluminum construction.
- ii. Completed scenery/track base as required by the project will be plywood.
- iii. Polyurethane foam contouring not less than 1" thick will be overlaid and attached on the wood/aluminum and plywood framework.
- iv. Tracks will be secured to the plywood with sound deadening cork roadbed which will be sculpted into the rough scenery to reflect the appropriate landscape.
- v. Module legs will be constructed of wood with the hidden benchwork sufficiently cross-braced to provide structural stability.
- vi. Exposed wood components of the layout will be sanded smooth and acrylic sealer applied.
- vii. Layout will be fitted with an acrylic profile board painted black or in an appropriate earth tone.
- viii. Contractor will use only track of proven quality manufactured by a reputable manufacturer (e.g., Peco, Walthers, Shinohara, Ross).

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(3) **Electrical, Electronics and Controls**

- i. Electric switch motors (e.g., Circuitron/Tortoise) will be used on all turnouts.
- ii. Electrical controls for the layout will be designed to allow the simultaneous operation of multiple trains, control turnouts and will be adaptable by the Client to control other accessories.
- iii. Layout will utilize a Digital Command Control (DCC) system of the Contractor's recommendation and the Clients approval.

2. **Contract Fee:** Client agrees to pay Contractor on a time and materials basis, not to exceed _____ dollars (\$_____) in U.S. funds for the project described in (1) above.

Additional layout work such as extra scenery, additional decoder installations and other items not mentioned or outside the provisions/specifications of this Agreement are subject to an extra charge at the rate of \$65.00 per hour plus materials.

3. **Terms:** A down payment equal to thirty percent (30%) of the Estimated Contract Fee (\$_____) is due in U.S. funds on signing of this contract. Costs will be billed against this down payment on a weekly basis. When initial down payment funds have been exhausted, Contractor will deliver to Client Due on Receipt invoices every fourteen (14) days for estimated time and materials for the next fourteen (14) days until project completion.

Interest at the rate of eighteen percent (18%) per annum will be charged on any payment not received within ten (10) calendar days of billing date and will be assessed a Production Delay Penalty fee of One Hundred Dollars (\$100.00) per day for each day payment is delayed beyond ten (10) days following billing date to a maximum of thirty (30) days.

In the event of Client failure to make any payment beyond thirty days following billing date, the project will be removed from the production queue, disassembled and stored with the cost of disassembly and reassembly labor and materials and storage fees added to this contract fee without any further notice or change order.

4. **Expense Reimbursement:** The Contractor shall not be entitled to reimbursement by the Client for "out-of-pocket" expenses incurred during construction, with the exception of travel, meals and lodging (per person per diem) and site-specific materials related to delivery and installation of the layout, as deemed necessary and with the agreement of the Client.

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5. **Delivery Fees:** Contractor will ascertain options for delivering and installing the layout (e.g., special handling and crating) and the schedule for delivery and installation shall be agreed upon with the Client prior to completion of the layout. Packing and delivery costs **are not** included in the Estimated Contract Fee specified in (2) above. **Packing and delivery costs, including truck rentals, travel, delivery staff labor, per person per diem and site-specific materials related to delivery and installation of the layout, will be billed and are due upon invoice prior to actual delivery.** Miscellaneous expenses incurred during actual delivery but not included in the estimated delivery costs will be billed after delivery is complete.
6. **Time for Performance of Services:** The manner in which the services are to be performed and the specific hours to be worked by the Contractor shall be determined by the Contractor. Contractor has committed that the appropriate personnel will be assigned to perform the required services to insure prompt delivery of the product above. The Contractor will work at all due speed to complete the layout within a timeframe reasonable to produce a quality product. Contractor, however, cannot be held accountable for delays caused by suppliers or other factors that influence quality that may prove to be essential to the completion of the product. Should delays of this nature occur, Contractor will advise the Client regarding these problems and suggest alternatives to insure delivery within a reasonable timeframe.
7. **Commitment to Sell/Advise:** If the Client elects to add to the layout himself, the Contractor shall, upon request, either sell to the Client the same brand of track, foam and scenery materials ("components") as is used in the layout at the price then charged by the Contractor to the general public, or promptly provide the Client with the name, address and phone number of retailers then selling said components to the general public. Any and all advisory work beyond this contract will be billed at the hourly rate of \$45.00 per hour for a period of not more than ninety (90) days after the delivery of the layout. Thereafter, it will be billed at the current bench rate charged by the Contractor. This paragraph shall survive any termination of the Agreement other than for default.
8. **Acknowledgements:** Client acknowledges model railroad layout construction may require adjustments during construction not reflected on original design plan. These changes are a normal part of the construction process.

Client further acknowledges that certain environmental issues are important to the proper operation and maintenance of a model railroad. These environmental issues include room temperature, humidity, sunlight exposure, dust control and proper lighting and are the responsibility of the Client. Contractor makes the following environmental recommendations: (a) Room temperature should not be allowed to vary more than 5° F. +/- from the normal room temperature; (b) Dust infiltration into the room housing the model railroad should be minimized; (c) Track lighting and other room lighting fixtures should be a blend of incandescent, fluorescent and low-heat halogen, or LED to moderate the impact of lighting on room temperature.

In the event of a conflict between an Agreement Exhibit and the provisions of this Agreement, the Agreement shall control.

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9. **Warranty:** The Contractor warrants that the work will be done in a professional, workmanlike manner and with the care, skill and diligence that is consistent with the standards generally recognized by professional companies providing services of this nature. Contractor further warrants that the layout and any materials incorporated in the layout are merchantable and free of material defects or faults. With respect to equipment (e.g., turnout switches) not manufactured by the Contractor, the original manufacturers' warranties shall apply. These warranties shall survive any termination of this Agreement.

Contractor does not warrant every locomotive or piece of rolling stock, particularly brass locomotives, will run on the layout. Client may purchase optional engine and rolling stock upgrade and tuning from Contractor under separate agreement however, even under these circumstances, Contractor cannot guarantee the performance of all equipment on the layout.

This Agreement includes construction, delivery and installation of the model railroad and does not include ongoing maintenance and/or upgrade services after final delivery and installation. Client may purchase an optional maintenance and upgrade service contract from Contractor under separate agreement.

10. **Relationship of Parties:** The parties understand that the Contractor is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide liability insurance or fringe benefits, including health insurance, paid vacation, or any other employee benefit for the benefit of the Contractor.
11. **Provisions Binding on Employees:** The Contractor's employees, if any, who perform Services for the Client under this Agreement shall also be bound by the provisions of this Agreement.
12. **Contractor's Insurance/Release of Client:** The Contractor shall obtain/maintain appropriate insurance coverage for the benefit of the Contractor and the Contractor's employees, if any. The Contractor irrevocably releases the Client from any and all liability for injuries that the Contractor and/or the Contractor's employees may incur while performing the Services, except to the extent the same are a result of the negligence of the Client.
13. **Indemnification:** The Contractor shall indemnify the Client and hold the Client harmless from any loss, expense, fees (including attorney fees), costs, and judgments incurred by the Client as a result of any claim asserted or proceeding filed by a third party for injuries or losses alleged to be caused by the negligence of the Contractor, its employees and agents.
14. **Assignment:** The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the Client.
15. **Termination:** Except as otherwise provided herein, this Agreement will automatically terminate upon full, proper performance of the services by the Contractor and delivery of the layout to the Client. In the event one of the parties defaults in the performance of any material obligation

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under this Agreement, the other party may immediately terminate the Agreement by giving written notice to the defaulting party. If the Agreement is terminated, the Client shall be obligated to compensate the Contractor only for the cost of materials and services performed by the Contractor prior to the effective date of termination calculated at an hourly rate of \$55.00 per hour and full payment of all monies due Contractor including interest, Production Delay Penalties, storage fees and ancillary expenses provided that the Contractor provides Client a computer-generated design of the layout, all equipment and materials theretofore purchased by the Contractor for the project, and all of that portion of the layout or project that has been completed.

16. **Notices:** Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, or five days after being deposited in the United States mail, first class postage prepaid, or by courier addressed as follows:

Contractor:

Far Beyond Rails LLC.
11221 White Oak Ln.
Port Richey, Florida 34668

Client:

Such address may be changed from time to time by either party by providing written notice to the other party in the manner set forth above.

17. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
18. **Amendment:** This Agreement may be amended by a written Contract Change Order signed by both parties.
19. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. **Waiver of Contractual Right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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21. **Applicable Law:** The law of the State of Florida shall govern this Agreement.

Far Beyond Rails LLC.

Client

Signature

Signature

Erhard Baltrusch, COO

Print Name

Date

Date