

sary lubricating material, ice and water for drinking and commissarial purposes and fuel for commissarial purposes, shall heat said cars and also clean the outside of said cars. Pullman shall maintain the lighting equipment, including the generators, batteries, wiring, lamps, etc., or pay the Railroad for performing such maintenance on the basis provided in Section 2 of this Article, and the cost thereof shall be included in "Expenses of Operation" as provided in Section 3 of Article IV of this contract.

Should Pullman clean the outside of the cars operated by it on the lines of the Railroad it will render bills for such service on the same basis as provided in Section 2 of this Article or at flat rates mutually agreed upon representing such costs and the payment received therefor shall be credited to the account or accounts initially charged.

SECTION 7. The Railroad shall require its ticket agents, at such offices as may be mutually agreed upon (including Union Stations), to sell tickets for seats and berths and other accommodations in cars furnished hereunder, without charge to Pullman, but the proceeds of all such sales shall be at the risk of Pullman, and such agents shall be regarded solely as agents or employees of Pullman in the performance of any act for it. Pullman shall furnish tickets, diagrams and other necessary forms and stationery for the proper recording and reporting of the sale of Pullman tickets.

SECTION 8. Pullman shall perform such duties as may be required by law in assisting passengers while entering and leaving cars operated under this contract at stations and on arrival at destination.

SECTION 9. Pullman shall indemnify and save harmless the Railroad against all liabilities and claims for loss or damage to or destruction of property and for injuries to persons or deaths, as follows:

(a) All claim of employees of Pullman or their representatives, on account of death, personal injury or loss or damage to property which may occur while such employees are acting in the line of their duty with respect to the cars operated under this contract, or are being transported free by the Railroad, or are performing any act for or on behalf of Pullman, provided, however, the Railroad shall indemnify and save harmless Pullman against such claims of employees of Pullman or of their representatives, where such deaths, personal injury or

loss or damage to property arises from the negligence of the Railroad or its employees in handling, moving or causing collision with equipment operated under this contract in switching operations in yards.

(b) All claims and liabilities arising from any negligent act or omission, whether wrongful or not, of the ticket agents or other servants of the Railroad in performing any duty or service for Pullman, but the Railroad shall indemnify and save harmless Pullman against all claims of and liabilities to passengers arising from any act or omission of employees of the Railroad while not performing a duty or service for Pullman.

(c) All claims and liabilities arising by reason of Pullman's employees failing or refusing to furnish passengers with the accommodations sold them by the ticket agents of the Railroad.

(d) All claims and liabilities arising from the acts or omissions whether negligent or wrongful or otherwise, of employees of Pullman in the line of their employment; provided, however, the Railroad shall indemnify and save harmless Pullman against all claims of employees of the Railroad, while acting as such, or of their representatives, and/or liabilities on account of death, personal injury, or loss of or damage to property of such employees of the Railroad, not arising from any negligent or wrongful act or omission, of Pullman or its employees.

(e) All claims and liabilities arising for loss of or damage to or destruction of property or for injuries to persons or deaths resulting from any defect inside of any car operated hereunder by Pullman, except claims of and liabilities to employees of the Railroad or of their representatives, as stated in the proviso to Paragraph (d) hereof.

(f) All claims and liabilities on account of the loss or theft of property of Pullman, or of passengers in said cars, except such loss or theft as may arise from wrongful acts of employees of the Railroad, and the Railroad shall indemnify and save harmless Pullman against all claims and liabilities for loss or theft so arising.

(g) All claims and liabilities for infringement of patent rights in the construction or use of any Pullman-owned cars operated hereunder, and their appliances, ex-