

cars. It is understood and agreed by both parties that there will be no charge for empty freight cars passing over the bridge where the loaded rate is paid in one direction. For empty freight cars, not loaded, in or out, a rate of fifty cents per car shall be paid by the second party.

The transferring of all car load freight across the bridge shall be done at such hours as are provided by regulations prescribed by the Municipal Government of the City of Lawrence, for the streets adjacent to the bridge.

Settlement shall be made monthly for freight car traffic over the bridge; and affidavits shall be furnished the first party by the second party as to the number of loaded and empty cars crossing the bridge.

The second party further agrees to indemnify and save harmless the first party against all claims for damages to persons or property which may be caused by the negligence of its officers, agents or employees in the operation of its cars over said bridge and its approaches.

5. It is understood and agreed by both parties hereto that nothing in this contract shall be construed as giving the second party any exclusive right over the bridge and its approaches except that the cars of the second party shall always have precedence over the cars of any corporation granted a right subsequently to this contract, and the first party reserves the right to grant to other lines the right to operate cars over the structure for payment made to the first party.

6. The rates named in this contract shall be binding upon both parties hereto for a period of ten (10) years from the date of the completion of the new bridge and its approaches and at the expiration of the said ten (10) years the rate herein provided shall be subject to re-adjustment at the option of either party hereto, and such re-adjustment of rates may be made at each succeeding period of five years thereafter.

The manner of re-adjusting the rates at any period shall be as follows:

(a) Either party desiring a re-adjustment of rates shall after the expiration of the periods designated give to the other party (30) thirty days notice in writing of such desire; and in the event parties shall not reach an agreement as to the new rate each party shall then choose an arbitrator to act for it, and these two may select a third arbitrator,