

AGREEMENT

This agreement (this “Agreement”) is made this _____ day _____, 2023,
by and between _____ (“Claimant”) and Norfolk
Southern Railway Company (the “Company”).

WHEREAS, on or about February 3, 2023, there was a train derailment in the town of East Palestine, Ohio wherein a train owned and operated by the Company derailed the tracks (the “Incident”) and caused unknown (at this time) damage to persons and property, including the person and property of the Claimant; and

WHEREAS, the Company has been offering amounts of money to the Claimant and others for (1) “reimbursement” for short term out of pocket expenses to the Claimant and others for the loss of the use of their homes and living arrangements and (2) for “inconvenience” associated with the Incident; and

WHEREAS, the Company and the Claimant desire to memorialize and confirm that the acceptance by the Claimant of any and all amounts from the Company for items such as “reimbursement” or “inconvenience” amounts does not, directly or indirectly, waive the Claimants right to bring future claims for any and all possible claims that the Claimant may have against the Company and others.

WHEREFORE, the parties hereby agree as follows.

1. Any amounts or payments by the Company to the Claimant for any items such as “reimbursement” payments or “inconvenience” payments shall not, directly or

indirectly, be construed as any possible waiver of any aspect of any claim that the Claimant may have now or in the future against the Company for the Incident or issues related to the Incident.

2. Any amounts that the Claimant may have already accepted from the Company for any items such as “reimbursement” payments or “inconvenience” payments shall not, directly or indirectly, be construed as any possible waiver of any aspect of any claim that the Claimant may have now or in the future against the Company for the Incident or issues related to the Incident.
3. This Agreement shall be construed under the laws of the State of Ohio.
4. This Agreement shall inure to the benefit of and shall be binding upon the heirs, executors, and administrators of the respective parties.
5. This Agreement contains the entire understanding of the parties hereto. There are no representations, warranties, promises, covenants, conditions or undertakings, oral or otherwise, other than those expressly set forth herein.
6. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.
7. The parties expressly agree that the fact that this Agreement was drafted by one party shall not be used as an argument that the Agreement (if ambiguous) is to be construed against the drafter.

NORFOLK SOUTHERN
RAILWAY COMPANY

BY: _____

Its: _____

("Claimant")

Print name

Document prepared by:

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