# **ALASKA RAILROAD CORPORATION**



# FREIGHT TARIFF ARR 4105-AC

(Cancels Freight Tariff ARR 4105-AB)

COMMODITY RATES
APPLYING ON COAL
BETWEEN STATIONS IN ALASKA
ON THE
ALASKA RAILROAD CORPORATION

# **COAL TARIFF**

Governed except as otherwise provided herein by rules and conditions of Alaska Railroad Tariff ARR 3016-series.

Rates named in this tariff will not alternate with rates named in any other tariff issued by Alaska Railroad Corporation

ISSUED: December 10, 2018 EFFECTIVE: January 1, 2019

## ISSUED BY:

Dale Wade
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327 W. Ship Creek Ave.
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#### **RULES AND OTHER GOVERNING PROVISIONS**

#### **ITEM 80**

## LOSS OR DAMAGE TO LADING

ARR shall only be liable for actual loss or damage as set forth in "49 USC 11706" for shipments made under this tariff except for the following:

ARR's liability shall not exceed \$250,000 per rail car at charges named in, or otherwise governed by this tariff. If shipment value exceeds \$250,000 per rail car, consignor shall declare lading value and secure a special quote from ARR representative before tendering shipment. If consignor fails to comply, ARR's liability shall not exceed \$250,000. ARR's liability applies only to loss or damage while in ARR's control.

If desired, consignor may request the ARR to provide a special quote for insurance on a declared value over \$250,000 per rail car. This request must be made at least five business days prior to shipment in writing.

By accepting this offer, consignor recognizes its options under "49 USC 10502(e)" to choose terms for liability and claims outlined in 49 USC 11706, and acknowledges that by accepting this contract, it has chosen to accept the rates and terms for liability outlined in this tariff, as opposed to the full liability rates available in ARR's published tariffs. ARR is not liable for loss, damage or delay to lading caused by act or default of consignor, act of God, public enemy, authority of law, riots, strikes, vandalism, inherent nature of commodity, or occurring when shipment is not in ARR's possession. ARR shall not be liable for improper loading, blocking or bracing, securement, or lack of protective covering. Consignor is responsible for all damages, except that caused by ARR negligence. ARR shall not be responsible for damages of any type resulting from delay in transportation of the shipment, unless otherwise specified. ARR shall not be liable until it takes actual possession, and ARR's liability shall cease when it tenders possession to another railroad, drayman, consignee or others for further handling.

ARR will not be responsible for any damages considered special or consequential damages including but not limited to lost profits and alternate transportation costs, nor will ARR be responsible for any damages caused by any act or omission of the shipper or consignee.

Consignor shall indemnify ARR and assume all legal defense against any third-party claims for loss, damage, or injury including attorneys fees, for failure to comply with its obligations under this tariff.

(Continued in next column)

#### **RULES AND OTHER GOVERNING PROVISIONS**

### ITEM 80 (Cont'd)

#### LOSS OR DAMAGE TO LADING

Claims shall be filed in writing within nine (9) months of delivery date or reasonable time for delivery, and shall include copy of shipping order (Bill of Lading), invoice, inspection report, or other proof, and paid freight bill. ARR will not accept claims for less than \$250.00.

## ITEM 90

#### **SHIPPING INSTRUCTIONS**

Proper shipping instructions are necessary for ARR to provide the correct transportation services and to invoice the appropriate rate. The Shipper is responsible for providing complete and accurate information on the shipping instructions and all shipments must be tendered with complete shipping instructions.

ARR requires receipt of shipping instructions prior to shipment acceptance at an ARR facility or prior to dispatching empty equipment for ARR origin drayage. When delivering the equipment to an ARR facility, the drayman is required to provide the applicable:

Shipper Intermodal facility destination Hazardous commodity declaration and Emergency Response Guide numbers

When hazardous shipments are tendered to ARR all shipping instructions must be complete, including all the hazardous information or documentation, the actual hazardous commodity description and accurate applicable Emergency Response Guide numbers. Any type of FAK commodity description is prohibited for hazardous commodities.

Shipments arriving at ARR facilities with incomplete, missing, or incorrect shipping instructions may be held at origin and or destination until complete and correct shipping instructions are provided to ARR. Detention and storage charges will be assessed at origin and /or destination for shipments that are delayed while shipping instructions are completed or corrected.

If shipment arrives at an ARR facility without proper shipping instructions/documentation the Shipper should send the required shipping instruction/documentation via e-mail or fax to an ARR Customer Service Representative. Shipper must e-mail or fax complete documentation to an ARR Customer Service Representative prior to departure of equipment from ARR Facility. If an ARR Customer Support Representative or other ARR personnel must contact the shipper to request corrected shipping documents, \$52.00 per document will be assessed to shipper.

For explanation of Abbreviations and Reference Marks, see last page of this tariff.

# **FT ARR 4105-AC**

RATES AND CHARGES (Rates in Dollars and Cents Per Ton, except as noted)			EXPLANATION OF ABBREVIATIONS (ABB) AND REFERENCE (REF) MARKS	
COMMODITY: Coal - Single Car Rates (See Notes 1 & 2)			ARR FT STB	Alaska Railroad Corporation Freight Tariff Surface Transportation Roard
FROM	то	RATE		Surface Transportation Board
Healy	Clear Site	10.76	[1]	Increase
	Eielson AFB	26.78		
	Fairbanks	20.51		
	Fort Richardson	31.95		
	Fort Wainwright	23.42		
	Seward	54.42		
Palmer	Seward	31.92		
NOTE 2: Carload	age.	(90) Tons.		