

FT BDW 6004-C
(Cancels FT BDW 6004-B)

BIGHORN DIVIDE & WYOMING RAILROAD INC.

FREIGHT TARIFF BDW 6004-C (Cancels Freight Tariff BDW 6004-B)

**GENERAL CAR DEMURRAGE RULES AND CHARGES
ALSO
SWITCHING AND MISCELLANEOUS RULES AND CHARGES
APPLYING
FROM, TO, BETWEEN AND AT
POINTS ON THE BIGHORN DIVIDE & WYOMING RAILROAD INC.**

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: March 31, 2011

EFFECTIVE: April 20, 2011

ISSUED BY

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For explanation of abbreviations and reference marks not shown herein, see last page of tariff.

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<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>	<p align="center">SECTION 1 CAR DEMURRAGE RULES AND CHARGES</p>
<p>ITEM 1</p> <p align="center">APPLICATION</p> <p>Except as specifically provided herein, rates in this tariff apply as local rates. Rates in this tariff apply to all shipments on the Bighorn Divide & Wyoming Railroad, unless otherwise agreed by specific tariff or contract.</p>	<p>ITEM 100</p> <p align="center">APPLICATION</p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately owned or leased cars held for or by consignor and consignee for any purpose.</p>
<p>ITEM 5</p> <p align="center">METHOD OF CANCELLING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff, or in prior supplements. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 300 - B cancels Item 300 - A in a prior supplement which, in turn, cancelled original Item 300.</p>	<p>ITEM 110</p> <p align="center">HOLIDAYS</p> <p>Wherever reference is made to "holidays," it shall mean only the days listed below:</p> <p align="center"> New Year's Day - January 1 Memorial Day - Last Monday of May Independence Day - July 4 Labor Day - First Monday of September Thanksgiving Day - Fourth Thursday of November Christmas Day - December 25 </p>
	<p>ITEM 115</p> <p align="center">PLACEMENT</p> <p>ACTUAL PLACEMENT - Actual placement is made when a car is placed in an accessible position for loading or unloading, or at a point previously designated by the consignor or consignee. BDW will not issue actual placement notices.</p> <p>CONSTRUCTIVE PLACEMENT - When a car is not able to be placed on its designated track within the customer location due to customer constraints to accept the car and must be placed on BDW owned or leased tracks for holding until customer can spot car at their designated location.</p>
	<p>ITEM 120</p> <p align="center">RELEASES</p> <p>A railcar is considered released <u>after proper customer notification has been received by BDW or after billing instructions have been received in writing by fax or electronically regardless of who is responsible for the billing.</u></p>
<p>For explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 1 CAR DEMURRAGE RULES AND CHARGES	SECTION 1 CAR DEMURRAGE RULES AND CHARGES
<p>ITEM 125</p> <p align="center">EMPTY OR LOADED CARS RECEIVED AND NOT LOADED OR UNLOADED</p> <p>Demurrage rules, charges, and regulations will apply to rejected cars in the same manner as other cars.</p>	<p>ITEM 140</p> <p align="center">DEMURRAGE CHARGES</p> <p>After expiration of free time allowed, a charge of \$50.00 per car per day, or fraction of a day, will be made until car is released.</p> <p>The applicable charge will accrue on all days, except Sundays (within 48 hour free period) and holidays.</p>
<p>ITEM 130</p> <p align="center">COMPUTATION</p> <p>Demurrage will be computed on the following from the first 6:01 A.M.:</p> <ol style="list-style-type: none"> 1. After actual or constructive placement until car is released, forwarding instructions are received, or disposition advice is received on: <ol style="list-style-type: none"> a. Cars diverted or reshipped. b. Cars held for loading or unloading - received and not used (other than rejected cars). c. Cars waiting for payment of accrued charges at origin or destination. d. Cars held for official grading or inspection per customer request. 2. After a car is received by BDW until date and time of disposition on cars received from connecting carriers. 3. After actual or constructive placement until date and time of refusal on a refused loaded car. 4. After notification is given to loader/beneficial owner until date of disposition on a refused loaded car. 5. After actual placement or car order date, whichever is later, until date and time of rejection, on empty cars rejected as being unsuitable for loading. 6. Private cars held on track leased from BDW are exempt from demurrage. 	<p>ITEM 145</p> <p align="center">COLLECTION OF CHARGES</p> <p>All charges are due in US currency within 20 days of invoice date. All invoices are subject to a 2.0% per month finance charge if unpaid within 30 days from the date of the invoice. In the event of a dispute, shippers shall provide written notice within 30 days from the date of the invoice, specifying the invoice number and the basis for the dispute. Customers responsible for original charges shall also be responsible for all additional collection costs, including attorney fees and court costs, if BDW is required to collect in this manner. BDW may at its sole discretion require prepayment of services.</p> <p>Customers will be assessed a \$30.00 service charge or the maximum allowed by law on all checks returned unpaid by customer's financial institution for non-sufficient or uncollected funds. Additionally interest charges, as described in this item, will be assessed if returned check results in charges collected by BDW outside of credit terms.</p> <p>BDW shall not accept responsibility for failure by customer to provide purchase order numbers or similar customer internal documentation authorizing BDW to provide services. BDW shall attempt to provide customer with information used in customer's internal accounting processes but inability to provide requested information or the inability to comply with the customer's internal documentation procedures will in no way remove customer's obligation to pay charges within credit terms assessed pursuant to applicable tariffs or contracts.</p>
<p>ITEM 135</p> <p align="center">FREE TIME</p> <p>Free time will be allowed for each car as follows:</p> <p>Forty-eight (48) hours to complete loading or unloading.</p> <p>Free time will be computed from the first 6:01 A.M. after actual or constructive placement, <u>or after notification has been provided where required.</u> For the purpose of computing free time, Sundays and holidays will be excluded. If free time has expired prior to Sunday or holidays, demurrage charges will be accrued on these days.</p>	
<p>For explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 1 CAR DEMURRAGE RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES
<p>ITEM 150 [A]</p> <p align="center">BDW NOTIFICATION TO CUSTOMERS</p> <p>BDW shall provide customer notification as follows:</p> <ol style="list-style-type: none"> For customers having their own private track or located on a private track, actual delivery of a car will constitute notification. For customers having their own private track or located on a private track who are unable to receive cars because of a condition attributable to the customer, notice of constructive placement shall constitute notification. For customers having their own track and providing their own plant site switching, delivery of cars to the property line or a point designated by the customer for delivery of traffic shall constitute notification. For customers receiving freight at a public delivery track, BDW shall provide notice to any person designated by the customer to receive notice when the car is actually placed. Should a car be stopped in transit, BDW shall provide notice to the customer ordering the car at the point of stoppage. <p>BDW shall provide oral telephone notification of delivery to customer.</p>	<p>ITEM 200</p> <p align="center">DEFINITIONS</p> <p>INTRA – PLANT SWITCHING: A switching movement of cars from one track to another track within the same plant or industry, or from one location to another location on the same track within the same plant or industry at customer’s request and after actual placement. Applies only to movements which can be completed wholly within the confines of the same siding, plant or industry.</p> <p>INTRA – TERMINAL SWITCHING: A switching movement of cars from one point to another point (other than intra-plant) within the switch limits of one station or industrial switching district at customer’s request and after actual placement.</p>
<p>ITEM 155 [A]</p> <p align="center">CUSTOMER NOTIFICATION TO BDW</p> <p>Customers shall provide oral telephone notification to BDW that cars have been unloaded or loaded and are ready for pick up, followed up in writing by either fax or email transmission.</p>	<p>ITEM 205</p> <p align="center">INTRA-PLANT SWITCHING CHARGE</p> <p>The BDW will perform intra-plant switching at a charge of \$250.00 per car.</p>
	<p>ITEM 210</p> <p align="center">INTRA – TERMINAL SWITCHING CHARGE</p> <p>The BDW will perform intra - terminal switching at a charge of \$250.00 per car.</p>
	<p>ITEM 220</p> <p align="center">CARS SWITCHED OUT OF CONSTRUCTIVE PLACEMENT</p> <p>Cars switched out of constructive placement to be placed at customer’s facility will be charged a fee of \$250.00 per car.</p>
<p>For explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 MISCELLANEOUS RULES AND CHARGES	SECTION 3 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 300</p> <p align="center">CARS INTERCHANGED IN ERROR</p> <p>A charge of \$300.00 per car will be assessed to delivering carriers on all cars interchanged to the BDW in error.</p>	<p>ITEM 340</p> <p align="center">OVERLOADED CARS AT ORIGIN</p> <ol style="list-style-type: none"> When a car is overloaded and such fact is discovered at origin station, shipper or owner of the lading will be notified to remove the excess. If the car is returned to the industry where loaded, one intra - terminal switch charge will be assessed in addition to a \$350.00 per car penalty. Cars interchanged from BDW to another carrier which are returned to BDW because such cars are overloaded will be subject to intra - terminal switch charge, demurrage charges, and will be subject to a penalty charge of \$350.00 per car. <p>Furthermore, any cars involved in a derailment will be weighed and if ascertained that these cars were loaded in excess of maximum allowable weight the industry responsible for loading may be billed for all cost incurred.</p>
<p>ITEM 305</p> <p align="center">TEAM TRACK, DEFINITION OF</p> <p>A track or tracks assigned by BDW for use by the general public which is limited to 50 cars annually. Customers requiring more than 50 cars per year would be required to lease track. Team track would have limited space and would not be guaranteed to be available at all times. Demurrage charges would apply to cars not able to be actually placed on team track until space was to become available.</p>	<p>ITEM 350</p> <p align="center">WEIGHING</p> <p>When a request is made to weigh a car, a charge of \$150.00 per car will be assessed when scale is in route of movement and no special switching is required. If scale is out of route, written special agreements are required for the charges.</p>
<p>ITEM 310</p> <p align="center">TEAM TRACK CHARGES</p> <p>The BDW will provide team track to the public at a rate of \$300.00 per car. The BDW will charge \$20.00 per car per day on cars unable to be placed on the team track.</p>	<p>ITEM 360</p> <p align="center">PER DIEM</p> <p>BDW does not pay private car mileage allowance or hourly car allowances.</p>
<p>ITEM 320</p> <p align="center">CARS RECEIVED AND NOT LOADED OR UNLOADED</p> <p>Loaded or empty cars received by customer and not utilized and then returned to BDW for interchange will be assessed a fee of \$250.00 per car.</p>	<p>ITEM 370</p> <p align="center">IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES</p> <p>When cars ordered by industries for loading are refused on account of not being in proper condition to load, a charge of \$300.00 per car will be assessed against the owner furnishing the car.</p>
<p>ITEM 330</p> <p align="center">OVERLOADED CARS, DEFINITION OF</p> <p>A car will be considered overloaded when the weight of the lading exceeds the maximum carrying capacity (load limit) stenciled on the car.</p>	
<p>For explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 MISCELLANEOUS RULES AND CHARGES	SECTION 3 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 380</p> <p align="center">STORAGE CHARGES</p> <p>Customers may, subject to track availability and at BDW's discretion, negotiate a rail storage agreement with BDW for storage of rail cars on BDW trackage. Such agreements shall entitle the customer to store a specified number of rail cars at a designated storage location.</p> <p>Charges for the storage of cars on BDW trackage will be \$3.50 per car per day. Storage charges will be computed from time car is placed on storage track to time car is removed for the storage track.</p>	<p>ITEM 395</p> <p align="center">IDLER OR TRAILER CARS</p> <p>Idler or trailer cars will be subject to the same charges, rules, and regulations as are applied to loaded cars. (An idler car is an empty car, on which no part of a load rests, that is used in transporting freight of unusual length or excessive weight for the safe transportation or protection of the lading).</p>
<p>ITEM 385</p> <p align="center">SPECIAL FREIGHT TRAIN SERVICE</p> <p>Special Freight Train Service is the movement of a train in other than normal freight train service that requires the assignment of a locomotive and crew to supplement regularly scheduled switching or train service and will be performed only on a customer's request submitted twenty-four (24) hours in advance.</p> <p>The charge for special freight train or switching service will be \$750.00 per hour, subject a minimum of \$3,000.00 per occurrence, and will be in addition to all other charges associated with the movement. Charges will be calculated from the time the crew and locomotive report for special service until the return of crew and locomotive to starting point.</p> <p>The railroad reserves the right to restrict or modify any request for special switching service and is subject to the availability of BDW personnel and equipment.</p>	<p>ITEM 400</p> <p align="center">ARTICULATED CARS</p> <p>When flat cars are coupled in an articulated fashion, each platform of the articulated equipment will be considered as a separate car for revenue billing purposes.</p>
<p>ITEM 390</p> <p align="center">CHARGES FOR CARS OF MORE THAN FOUR (4) AXLES</p> <p>A charge of \$250.00 per car will be added for all cars with more than four (4) axles or if the gross weight of the car exceeds 286,000 lbs.</p>	<p>ITEM 405</p> <p align="center">SPECIAL HANDLING SERVICE (See Note)</p> <p>When a switching movement cannot be handled in regular train operation because of excess dimensions or weight, additional charge for special handling will be \$300.00 per car. This charge will be in addition to any other charge applicable to the movement. All car hire charges associated with the movement or delay on the line to accommodate loading/unloading shall also be charged.</p> <p>Note - Not applicable to cars with more than (4) axles, see Item 390 for charges to apply.</p>
	<p>ITEM 410</p> <p align="center">CHARGE FOR REPOSITIONING, REBLOCKING, AND/OR REDUCING CARS</p> <p>When it becomes necessary for BDW to reposition, reblock or reduce cars for connecting carriers in order to keep trains in compliance and due to connecting carrier's inability to pull some or all cars (excluding acts of God) that are ready for interchange, a charge of \$100.00 per car/per occurrence will apply.</p>
<p>For explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 MISCELLANEOUS RULES AND CHARGES	SECTION 3 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 415 [A]</p> <p align="center">FAILURE TO PULL INTERCHANGE</p> <p>The Bighorn Divide and Wyoming Railroad (BDW) will assess connecting carrier a charge of \$50.00 per car per day, or fraction of a day, for failure to pull cars offered in interchange. Charge to be computed from the second 0001 hours after cars are offered in interchange until pulled.</p>	<p>ITEM 435 [A]</p> <p align="center">LOADING AND UNLOADING OF EQUIPMENT</p> <p>LOADING: All loading, bracing, and blocking must comply with the applicable, Association of American Railroad's pamphlet or general information series publication or modification approved by carrier's Damage Prevention Services prior to shipment. Shippers are required to take all necessary additional steps to protect their product and the equipment being used during rail transportation. In the event of a load shift, derailment or equipment damage, when it is determined by rail carrier(s) that there was insufficient or improper loading, bracing or blocking, the shipper shall be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar or the cargo is released.</p> <p>UNLOADING: When it is determined by rail carrier(s) that there was improper unloading, the consignee shall be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar is released.</p>
<p>ITEM 420 [A]</p> <p align="center">HANDLING OF CARS DELIVERED IN BAD ORDER CONDITION</p> <p>A charge of \$250.00 per car will be assessed against the carrier which delivers cars to the BDW that contain AAR/FRA defects to cover the cost of extra handling.</p>	
<p>ITEM 425 [A]</p> <p align="center">CARS FOUND EMPTY OR LOADED</p> <p>BDW will assess a charge of \$250.00 per car against a delivering carrier on inbound cars received for unloading but found empty and on inbound cars received as empty and found loaded or partially loaded.</p> <p>BDW will assess a charge of \$250.00 per car against a customer on outbound cars released as loaded but found empty and on outbound cars released as empty and found loaded or partially loaded.</p>	
<p>ITEM 430 [A]</p> <p align="center">CLOSING DOORS</p> <p>When it is necessary for BDW to close doors, hatches, gates or secure tie down devices on empty cars, a per car charge of \$50.00 will be assessed against the customer releasing said car. Loaded cars will not be moved unless all doors, hatches, gates and tie-down devices are secured.</p>	
<p>For explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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<p align="center">SECTION 3 MISCELLANEOUS RULES AND CHARGES</p>	<p align="center">EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS</p>
<p>ITEM 440 [A]</p> <p align="center">LOSS, DAMAGE, AND DELAY OF EQUIPMENT AND LADING</p> <p>The carrier(s) shall not be liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is not in the actual physical custody and control of carrier(s). The shipper and consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.</p> <p>The shipper and the consignee named in the bill of lading or waybill shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of carrier(s) due to the inability of the shipper, consignee, or their disclosed agent to receive equipment as identified by constructive placement or storage status unless it can be proven that carrier's gross negligence was the cause of same. The shipper and consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.</p> <p>The carrier(s) does not guarantee rail service within any particular time frame. Carrier(s) maximum liability for cargo is the lower of its original cost or the cost of replacement. Carrier(s) is not liable for special or consequential damages or for damages due to market decline.</p>	<p>BDW - Bighorn Divide & Wyoming Railroad Inc.</p> <p>[A] - Addition [C] - Change in wording resulting in neither an increase or decrease in charges. [I] - Increase [NC] - No change [R] - Reduction</p> <p>(Underscored portion denotes change.)</p>