

# THE BLACKLANDS RAILROAD

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## FREIGHT TARIFF BLR 8001-E

(For Cancellations, see Item 1.00, this tariff)

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CONTAINING  
MISCELLANEOUS RULES AND CHARGES  
APPLYING AT AND BETWEEN  
STATIONS  
ON  
THE BLACKLANDS RAILROAD

### LOCAL FREIGHT TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items or rates.

**ISSUED: June 25, 2020**

**EFFECTIVE: July 15, 2020**

ISSUED BY

Mr. Wayne Defebaugh, President  
The Blacklands Railroad  
641 Church Street  
Sulphur Springs, TX 75842

**FT BLR 8001-E**

<p><b>ITEM 1.00</b></p> <p align="center"><b>CANCELLATION NOTICE</b></p> <p>FT BLR 8001-E hereby cancels FT BLR 8000-D, in its entirety.</p> <p>Provisions formerly shown in FT BLR 8000-D and not brought forward herein are hereby canceled.</p>	<p><b>TABLE OF CONTENTS (Cont'd)</b></p>																																		
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<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>
<p><b>ITEM 10</b></p> <p align="center"><b>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</b></p> <p>When reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and revisions of such items, notes, rules, etc.</p>	<p><b>ITEM 40</b> [A]</p> <p align="center"><b>EXPLOSIVES AND DANGEROUS ARTICLES</b></p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series.</p>
<p><b>ITEM 20</b></p> <p align="center"><b>METHOD OF CANCELING ITEMS</b></p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.</p> <p>Example: Item 100-A cancels Item 100 and Item 300-B cancels Item 300-A in a prior supplement, which, in turn, canceled Item 300.</p>	<p><b>ITEM 50</b> [A]</p> <p align="center"><b>CAPACITY AND DIMENSIONS OF CARS</b></p> <p>For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, RER 6414 Series, issued by R.E.R. Publishing Corporations, Agent.</p>
	<p><b>ITEM 60</b> [A]</p> <p align="center"><b>STATION LIST AND CONDITIONS</b></p> <p>This tariff is governed by Official Railroad Station List OPSL 6000 Series to the extent shown below:</p> <p align="center"><b>PREPAY REQUIREMENTS AND STATION CONDITIONS</b></p> <p>(A) For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities, etc.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.</p> <p align="center"><b>STATION NUMBERS</b></p> <p>(B) For station numbers of stations shown or referred to in this tariff.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	<p><b>ITEM 65</b> [A]</p> <p align="center"><b>NORMAL HOURS OF OPERATION</b></p> <p>For the purpose of applying the provisions of this tariff, BLR's normal hours of operation are:</p> <p align="center">8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays (See Item 525, FT RIC 6004).</p>

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<p><b>ITEM 67</b> [A]  <b>DEMURRAGE RULES AND CHARGES</b></p> <p>For Demurrage Rules and Charges to apply, see Demurrage Freight Tariff RIC 6004.</p>	<p><b>ITEM 75</b>  <b>SECURITY DEPOSIT</b></p> <p>For customers who have established credit with this railroad, a deposit to secure payment of all charges, including, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p>
<p><b>ITEM 70</b>  <b>PAYMENT OF CHARGES</b></p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the BLR to require at time of movement, shipment or delivery the prepayment or guarantee of charges set forth herein, unless Customer has entered into an agreement for credit with the BLR. Customer will pay BLR immediately upon presentation of a bill therefor by BLR. If charges have not been prepaid, or customer has not entered into an agreement for credit with BLR, the BLR will not accept shipment from customer, make delivery of shipment to customer or accept request for any other movement of car without payment or guarantee of all outstanding or current charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p><b>FINANCE CHARGES:</b> The BLR will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by this railroad.</p> <p>If BLR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and BLR is successful in collecting such charges, Customers shall reimburse BLR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>	<p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>This railroad will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to this railroad. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of this railroad's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

<p style="text-align: center;"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>	<p style="text-align: center;"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>
<p><b>ITEM 100</b> [A] <b>LIABILITY AND INDEMNIFICATION</b></p> <p>49 U.S.C. Section 11706 provides for full-value liability and other liability terms for the rail carrier and the Customer. In order for a shipment to be subject to the terms of 49 U.S.C. Section 11706, the Customer must comply with all of the following provisions:</p> <ol style="list-style-type: none"> <li>1. On shipments that the Customer chooses Carmack Liability protection, Customer must contact the BLR no less than 72 hours prior to movement by the BLR for Charges to apply.</li> <li>2. If Customer does not elect Carmack Liability protection, BLR will assume liability for freight claims subject to the following limitations:               <ol style="list-style-type: none"> <li>(a) The Minimum Claim for loss or damage to freight is \$250.00.</li> <li>(b) BLR's Maximum liability for loss or damage to freight is \$250,000.00.</li> <li>(c) Individual pricing documents may contain different limits of liability which take precedence over the provisions set forth herein.</li> </ol> </li> <li>3. Customer agrees to defend, indemnify and hold harmless the BLR from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading, or defects in or failure of railcars and equipment.               <p>On shipment of any hazardous material accepted by the BLR, shipper shall indemnify the BLR and hold the BLR harmless for any and all loss, liability or cost whatsoever that the BLR may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ol style="list-style-type: none"> <li>(a) defects in or failure of shipper's cars and equipment,</li> <li>(b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or</li> <li>(c) misidentification of commodity shipped.</li> </ol> </li> <li>4. Acceptance of a shipment by the BLR for transportation shall not be considered as a waiver of Customer's liability.</li> <li>5. The BLR shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods. BLR shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment.</li> </ol>	<p><b>ITEM 105</b> [A] <b>PERISHABLES</b></p> <p>The BLR does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Customers with the understanding that protective service is not provided by the BLR and the BLR accepts no liability for any loss or damage resulting from failure of such protective service.</p> <hr/> <p><b>ITEM 110</b> [A] <b>HAZARDOUS MATERIALS</b></p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the BLR (See Note).</p> <p><b>NOTE:</b> On shipment of any hazardous material accepted by the BLR, shipper shall indemnify the BLR and hold the BLR harmless for any and all loss, liability or cost whatsoever that the BLR may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ol style="list-style-type: none"> <li>(a) defects in or failure of shipper's cars and equipment,</li> <li>(b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or</li> <li>(c) misidentification of commodity shipped.</li> </ol> <p>The foregoing indemnification shall not apply to any loss or liability caused by or due to the BLR's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the BLR's negligence.</p> <p>The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the BLR premises.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FT BLR 8001-E**

<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>	<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>
<p><b>ITEM 120</b> [A] <b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</b></p> <p>The BLR will not accept in interchange shipments of excessive dimensions, nor shipments exceeding 286,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the BLR.</p> <p>A charge of \$400.00 per car will be assessed delivering carrier for the return and/or setback of such cars interchanged to the BLR.</p>	<p><b>ITEM 155</b> <b>EMPTY CARS ORDERED BUT NOT LOADED</b></p> <p>On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of \$200.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)</p> <p>Note - Charge will not apply on cars unfit for loading (See Item 160, this tariff).</p>
<p><b>ITEM 130</b> <b>CARS INTERCHANGED IN ERROR</b></p> <p>A charge of \$400.00 per car will be assessed against delivering railroad on any car interchanged to this railroad in error.</p>	<p><b>ITEM 160</b> <b>IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES</b></p> <p>When cars ordered by industries for loading are refused on account of not being in proper condition to load, a charge of \$200.00 per car will be assessed against the railroad furnishing the car.</p>
<p><b>ITEM 135</b> [A] <b>FAILURE TO PULL INTERCHANGE</b></p> <p>The BLR will assess connecting carrier a charge of \$75.00 per car per day, or fraction of a day, for failure to pull cars offered in interchange. Charge to be assessed from day car(s) is interchanged until day car is pulled by connecting carrier.</p>	<p><b>ITEM 162</b> <b>CARS RELEASED, NOT READY TO PULL</b></p> <p>When a customer releases a car and it is determined upon arrival the car is not ready to pull, a charge of \$300.00 per car will be assessed in addition to all other applicable charges.</p>
<p><b>ITEM 140</b> [A] <b>CARS RECEIVED IN INTERCHANGE WITHOUT PROPER FORWARDING OR BILLING INSTRUCTIONS</b></p> <p>The BLR will assess delivering carrier a charge of \$300.00 per car on all cars interchanged to the BLR without proper forwarding or billing instructions.</p> <p>When instructions are not received within twenty-four (24) hours from time of receipt of car, a hold charge of \$75.00 per car will be assessed delivering carrier thereafter for each twenty-four (24) hours or fraction thereof until such instructions or billing is received.</p>	<p><b>ITEM 165</b> [A] <b>STANDBY SERVICE</b></p> <p>When the BLR's locomotive and crew are held at the request of an industry or delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby or delay shall be \$750.00 per hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled.</p>
<p><b>ITEM 145</b> [A] <b>CARS RETURNED TO THIS RAILROAD BY CONNECTING CARRIER DUE TO CUSTOMER ERROR</b></p> <p>On cars released by customer that are returned to this railroad by connecting carrier due to improper billing instructions, customer will be assessed a charge of \$300.00 per car which will be in addition to any other applicable linehaul and accessorial charges.</p>	<p><b>ITEM 170</b> <b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</b></p> <p>When on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$400.00 per car will be assessed for the return of such cars. Demurrage charges will continue to apply until cars are released.</p>
	<p><b>ITEM 150</b> [A] <b>LOADED CARS RELEASED BY CUSTOMER WITHOUT PROPER BILLING OR DISPOSITION INSTRUCTIONS</b></p> <p>The BLR will assess customer a charge of \$300.00 per car for cars released to the BLR without proper billing (Bill of Lading/waybill) or disposition instructions.</p> <p>Demurrage charges will continue to apply until such instructions or billing is received.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 172</b></p> <p style="text-align: center;"><b>RE-SPOTTING (SET-BACK) CHARGE</b></p> <p>After a car has been placed for loading or unloading and, at the request of shipper, is (1) moved from one location to another location within the same plant or industry; or, (2) removed and re-spotted (set-back) in order to place or move other cars, the Intra-plant or Intra-terminal Switching Charges in Section 2, this tariff will apply.</p> <p>Demurrage charges will continue to apply until cars are released.</p>	<p><b>ITEM 184</b></p> <p style="text-align: center;"><b>OPENING AND CLOSING DOORS</b></p> <p>Loaded cars will not be moved unless all doors, hatches, gates and tie down devices are secured. On loaded or empty cars, when it becomes necessary for BLR to close or open doors, hatches, gates or tie down devices, a charge of \$150.00 per car will be assessed against the online customer of record.</p>
<p><b>ITEM 175</b> [A]</p> <p style="text-align: center;"><b>REPOSITIONING CARS TO EFFECT CUSTOMER REQUEST</b></p> <p>When customer request delivery of a specific car(s) received by this railroad which requires this railroad to sort and reposition other cars to effect customers request, a charge of \$300.00 per car, per occurrence, will be assessed against customer making the request.</p>	<p><b>ITEM 186</b> [A]</p> <p style="text-align: center;"><b>ARTICULATED CARS</b></p> <p>Each unit of articulated cars, loaded or empty, will be subject to all rules, regulations, and charges as applied to a single railcar.</p>
<p><b>ITEM 178</b> [A]</p> <p style="text-align: center;"><b>REPOSITIONING CARS OF ONE CUSTOMER IN ORDER TO SERVE ANOTHER CUSTOMER</b></p> <p>When this railroad has to reposition cars one customer (cars held by this railroad due to customer not being able to accept cars) in order to deliver or pull cars for another customer, the customer for whom this railroad is holding cars that have to be repositioned will be assessed a charge of \$300.00 per car, per occurrence.</p>	<p><b>ITEM 188</b> [A]</p> <p style="text-align: center;"><b>CONGESTION RESULTING FROM RAIL CUSTOMER MAY RESULT IN AN EMBARGO</b></p> <p>If, due to customer's excessive retention or ordering of railcars results in operational congestion of customer's and/or this railroads tracks, this railroad may impose an embargo against customer.</p>
<p><b>ITEM 182</b> [A]</p> <p style="text-align: center;"><b>IDLER/BUFFER CARS</b></p> <p>Idler/Buffer cars will be subject to the same charges, rules, and regulations as are applied to loaded cars. (An idler/Buffer 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><b>ITEM 190</b> [A]</p> <p style="text-align: center;"><b>OVERLOADED CARS</b></p> <p>Cars found to be overloaded will be subject to the following additional charges:</p> <ol style="list-style-type: none"> <li>(1) \$400 per car - When a car is discovered to be overloaded at loading point or within the confines of the industry. Charge to be assessed consignor.</li> <li>(2) \$500.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor.</li> </ol> <p>(It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)</p> <ol style="list-style-type: none"> <li>(3) \$500.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering carrier.</li> </ol>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>
<p><b>ITEM 192</b> [A] <b>CHARGE FOR HEAVY DUTY FLAT CARS</b></p> <p>When heavy-duty flat cars as defined in the Heavy Capacity And Special Type Flat Cars Section of the Official Railway Equipment Register are used on shipments originating or terminating on the BLR, the following charges will be assessed:</p> <p align="center"><b>USE CHARGE</b></p> <p align="center">\$2,000.00 per car movement.</p> <p align="center"><b>SPECIAL DETENTION CHARGES</b></p> <p>When cars are held beyond the Free Time permitted in FT RIC 6004. a charge of \$500.00 per car, per day or fraction of a day will be assessed, and will be in addition to demurrage charges provided in FT RIC 6004.</p> <p align="center"><b>NON-USE CHARGE</b></p> <p>When car is ordered, placed and released back to the BLR without being used in transportation service, a charge of \$500.00 per car will be assessed and will be in addition to all other applicable charges.</p>	<p><b>ITEM 195</b> [A] <b>SPECIAL FREIGHT TRAIN AND SWITCHING SERVICE</b></p> <p>Special Freight Train and Switching Service is the movement of a train or switching in other than normal service (1) at the specific request of the shipper or consignee, (2) as may be required due to shipments of excessive dimensions, weight, high center of gravity or other conditions outside normal train operations, or (3) as deemed necessary by this railroad for safe movement, requiring this railroad to furnish a locomotive and train crew consisting of engineer and yard foreman for the sole purpose of accommodating subject movement.</p> <p align="center"><b>CHARGES</b></p> <p>1. Applies during normal business hours of operation (See Item 65).</p> <p>The charge for special freight train or switching service during normal service hours will be \$2,000.00, plus \$250.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>2. Applies outside normal business hours of operation (See Item 65).</p> <p>The charge for special freight train or switching service provided outside normal service hours will be \$3,000.00, plus \$375.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>3. Applies during Holidays (See Item 525, FT RIC 6004).</p> <p>The charge for special freight train or switching service on a Holiday will be \$4,000.00, plus \$375.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>The above charges to 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 BLR reserves the right to restrict or modify any request for special freight train or switching.)</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	



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<b>SECTION 2 LOCAL RATES</b> (Rates in dollars and cents per car, except as noted) (Not to be used in constructing combination rates)				<b>SECTION 3 SWITCHING RULES AND CHARGES</b>	
<b>ITEM 200</b>				<b>ITEM 300</b>	
COMMODITY: Freight, all kinds				<b>DEFINITION OF INTRA-PLANT SWITCHING</b>	
				A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry.	
FROM	TO	RATE	ROUTE	<b>ITEM 305</b>	
Mount Pleasant, TX	Winfield, TX	\$500.00	1	<b>DEFINITION OF INTRA-TERMINAL SWITCHING</b>	
Winfield, TX	Mount Pleasant, TX	\$500.00	1	A switching movement (other than Intra-Plant Switching) from one track to another track of the same railroad within the switching limits of the same station or industrial switching district.	
Explanation of Route: 1 - BLR direct.				<b>ITEM 310</b>	
				<b>INTRA-PLANT SWITCHING CHARGE</b>	
				The BLR will perform Intra-Plant Switching at a charge of \$250.00 per car.	
				<b>ITEM 315</b>	
				<b>INTRA-TERMINAL SWITCHING CHARGE</b>	
				The BLR will perform Intra-Terminal Switching at a charge of \$400.00 per car.	
For explanation of terms, abbreviations and reference marks, see last page of tariff.					

<p align="center"><b>SECTION 4 STORAGE/HOLD RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 3 STORAGE/HOLD RULES AND CHARGES</b></p>
<p><b>ITEM 400</b> [A]</p> <p align="center"><b>STORAGE/HOLD CHARGES</b> (See Notes 1 and 2, this item)</p> <p>Cars stored/held on tracks of this railroad at the request of customer, for safety concerns or for the convenience of this railroad, will be subject to the following storage/hold charges per car per day, or fraction of a day, computed from first day car is made available until day car is released from storage/hold:</p> <ol style="list-style-type: none"> <li>1. Empty private rail cars (Non-Hazardous Materials)..... \$ 75.00</li> <li>2. Loaded private rail cars (Non-Hazardous Materials)..... \$100.00</li> <li>3. Empty rail cars (Formerly Containing Hazardous Material)..... \$500.00</li> <li>4. Loaded rail cars (Containing Hazardous Materials, except TIH/PIH )..... \$750.00</li> <li>5. Loaded rail cars (Containing TIH/PIH)..... \$2500.00</li> </ol> <p>(The above storage charges are in addition to all other applicable charges.)</p> <p>Note 1: Hazardous Materials referred to above applies to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, except TIH/PIH.</p> <p>Note 2: For List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) See AAR Circular No. OT-55-Series.</p> <p>Note 3: The BLR shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods while cars are stored/held on storage/hold tracks. BLR shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment.</p> <p>In the event full liability coverage is desired, cost of such coverage will be the responsibility of the Customer.</p> <p>Note 4: Customer agrees to defend, indemnify and hold harmless the BLR from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of customer's cars and equipment.</p>	<p><b>ITEM 410</b> [A]</p> <p align="center"><b>SWITCHING TO AND FROM STORAGE/HOLD TRACKS</b></p> <p>The BLR will assess a charge of \$300.00 per car on cars moving to storage and \$300.00 per car on car moving from storage tracks.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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**EXPLANATION OF ABBREVIATIONS AND  
REFERENCE MARKS**

ABBR/REF		EXPLANATION
ABBR	-	Abbreviations
FT	-	Freight Tariff
BLR	-	The Blacklands Railroad
OPSL	-	Official Railroad Station List
REF	-	Reference Marks
[A]	-	Addition/New
[I]	-	Increase
[NC]	-	Brought forward without change, except as noted
[R]	-	Reduction

(Underscored portion denotes change/addition.)