

FT RPRC 8000 – C

RICHMOND PACIFIC RAILROAD CORPORATION



FREIGHT TARIFF RPRC 8000 – C

(For cancellations, see Item 1, this tariff)

LOCAL RATES ON FREIGHT, ALL KINDS
ALSO RULES, REGULATIONS AND CHARGES GOVERNING SWITCHING
AND DEMURRAGE
AT AND BETWEEN STATIONS

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

LOCAL FREIGHT TARIFF

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ISSUED BY:

Barbara O'Neill, Vice President of Marketing
Jake Studer, Director of Rail Operations
Gary Levin, Chief Executive Officer
Richmond Pacific Railroad Corporation
402 Wright Avenue
Richmond, CA 94804

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GENERAL RULES, REGULATIONS AND OTHER GOVERNING PROVISIONS

ITEM 1 - CANCELLATION NOTICE: FT RPRC 8000-C cancels prior FT RPRC 8000-Series issue in its entirety. Provisions formerly shown in prior FT RPRC 8000-Series issue and not brought forward in FT RPRC 8000-C are hereby canceled

ITEM 10 - REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.: Where reference is made in this tariff, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

ITEM 20 - CONSECUTIVE NUMBERS: Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word to or a hyphen, they will be understood to include both of the numbers show. If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 30 - METHOD OF CANCELING ITEMS: 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. EXAMPLE- Item 10-A cancels Item 10 and Item 10-B cancels Item 10-A in a prior supplement, which in turn canceled Item 10. For explanation of abbreviations and reference marks not explained herein, see Item 1000-series, this tariff.

ITEM 40 - HANDLING EXPLOSIVE AND DANGEROUS ARTICLES: For rules and regulations governing the transportation of explosives and other dangerous articles of freight, and specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000-series. RPRC shall not transport any explosive, Toxic Inhalation Hazard (TIH) or Poison Inhalation Hazard (PIH) materials except by contract and in special train service. Rates and conditions TIH/PHI for special train service, as outlined in Item 390, shall apply are in addition to the contracted rate. Any applicable surcharge rate shall also apply. [a]

SECTION 1 - SWITCHING AND MISCELLANEOUS RULES AND CHARGES

ITEM 100 - PAYMENT OF CHARGES

Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the RPRC 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 RPRC. Customer will pay RPRC immediately upon presentation of a bill therefor by RPRC. If charges have not been prepaid, or customer has not entered into an agreement for credit with RPRC, the RPRC 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.

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.

FINANCE CHARGES: The RPRC 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.

If RPRC, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and RPRC is successful in collecting such charges, Customers shall reimburse RPRC for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

ITEM 105 - SECURITY DEPOSIT

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.)

The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.

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.

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.

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. [a]

ITEM 110 - LIABILITY AND INDEMNIFICATION

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:

1. On shipments that the Customer chooses Carmack Liability protection, Customer must contact the RPRC no less than 72 hours prior to movement by the RPRC for Charges to apply.
2. If Customer does not elect Carmack Liability protection, RPRC will assume liability for freight claims subject to the following limitations:
 - (a) The Minimum Claim for loss or damage to freight is \$100.00.
 - (b) RPRC's Maximum liability for loss or damage to freight is \$5,000.00.
 - (c) Individual pricing documents may contain different limits of liability which take precedence over the provisions set forth herein.
3. Customer agrees to defend, indemnify and hold harmless the RPRC from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of railcars and equipment.
4. Acceptance of a shipment by the RPRC for transportation shall not be considered as a waiver of Customer's liability.
5. The RPRC 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. RPRC shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment. [a]

ITEM 115 - DEFINITION OF INTRA-PLANT; INTRA-TERMINAL AND INTER-TERMINAL SWITCHING:

- INTRA-PLANT: A switching movement from one location to another location within the confines of an industry located on the RPRC (example: moving car within plant from 1 track to another inside same plant). [a]
- INTRA-TERMINAL: A switching movement (other than intra-plant) from one location to another on the RPRC, within the switching limits of one station or industrial switching district (example: movement of car from storage in 23rd St Yard to customer track for actual placement). [a]
- INTER-TERMINAL: A switching movement between industry tracks on the RPRC and interchange with connecting lines when within the switching limits of the same station (example: movement of car from customer track to the BNSF yard for interchange). [a]

ITEM 120 - CARS FURNISHED BUT NOT USED: Except as otherwise provided in tariffs lawfully on file, when an empty car is (1) placed or constructively placed for loading, but is not used in subsequent transportation service and is released empty, switch charges apply as in Item 200, in addition to applicable demurrage charges will be made against the party ordering but not using the equipment. [c]

- EXCEPTION – This charge will not apply when cars are refused or rejected on account of not being in proper condition for loading.
- The term placed or constructively placed as used herein is defined in Items 540 and 545-series of Freight Tariff RIC 6004-Series. [c]

ITEM 122 - CARS RELEASED, NOT READY TO PULL: Should a customer release a car, which causes the dispatch of a train to pick up the car and the equipment is not ready to pull, customer will be assess a charge of \$250.00 which will be in addition to any and all other applicable charges. (a)

ITEM 125 - CHARGES ON CARS RECEIVED WITHOUT BILLING, OR WITH IMPROPER BILLING AT INTERCHANGE POINTS: When cars empty or loaded are received at an interchange point by a carrier from its connection without proper billing (see Note), such cars will, upon the request of the delivering carrier, be returned, subject to a charge of \$100.00 per car for returning the loaded or empty car to the connections of the carrier making the request.

- NOTE – When instructions are not received within twenty-four (24) hours from time of receipt of car at connection, a hold charge of \$100.00 per car will be assessed thereafter for each twenty-four (24) hours or fraction thereof until instruction of billing is received. [i]

ITEM 130 - CARS INTERCHANGED IN ERROR: When cars are delivered in interchange in error to RPRC, charge of \$100.00 per car will be assessed against the interchanging railroad delivering such car.

ITEM 135 - CARS INTERCHANGED TO CLOSED POINTS: If cars are routed on either the BNSF or the UP to closed points for the other railroad, an additional switch charge of \$1,500.00 will be assessed for each car. UP closed locations include the Florida Street Team Track, former Richmond Wholesale Meats spur and the Sealy Mattress Company spur and there are no BNSF allowed cars to these locations. [c] [a]

ITEM 140 - FURNISHING CARS: RPRC will not undertake to furnish cars at any particular type, size or dimension when to be used in inter-terminal switching. Customers shall arrange for equipment with interline carriers.

ITEM 145 - NON-APPLICATION ON ORDER NOTIFY, ETC., SHIPMENTS: Intra-plant, intra-terminal or inter-terminal switching service provided for herein will not be performed on shipments moving under order notify bills of lading or under straight bills of lading (including shipments consigned to one party, notify or advised another party) which carry a provision (see Section 4, Rule 7 of Uniform Freight Classification), requiring the surrender of bill of lading, written order, or other document before making delivery.

ITEM 150 - CHARGES FOR CARS OF FOUR (4) AND MORE THAN FOUR (4) AXLES:

- A. Charges for intra-plant, intra-terminal, and inter-terminal switching at points on these lines will be limited to cars having no more than four (4) axles. [c]
- B. When cars with more than four (4) axles are found in intra-plant, intra-terminal or inter-terminal service, the charges for such service will be 200% of that shown as per item 200 and 295 herein for the same service application on cars with four (4) axles. [c]
- C. Applicable charges will apply to idler cars. [a]

ITEM 160 - SWITCHING FROM PRIVATE SIDE-TRACKS TO HOLD TRACKS: The intra-terminal switching charges in this section also apply on cars when billed to hold or moved to a storage track.

ITEM 170 - SPECIAL SWITCHING SERVICE: When handling excess dimension cars (which exceed Plate F); cars cannot be handled in regular train service. When special switching is provided due to excess dimensions or weight an additional charge for special handling will be \$1,000.00 per car. This charge will be in addition to any other charge applicable to the movement. [c]

ITEM 180 - SWITCHING OF LOCOMOTIVES ON OWN WHEELS, BUT NOT UNDER OWN POWER: Locomotives moving on own wheels, but not under own power, when moved from one location to another location within the same switching district will be assessed a charge of \$1,000.00 per unit.

ITEM 190 - TURNING OF CARS TO PERMIT UNLOADING: Applicable only on cars loaded and unloaded within the switching limits of the station (including adjacent of contiguous switching of industrial districts) involved.

- A. Except as provided in Paragraph (b), orders calling for placement of cars for unloading from a particular side or end will not be accepted when moving in intra-plant, intra-terminal or inter-terminal service.
- B. Upon request of shipper for a car moving in intra-terminal switching service to be placed for unloading from a particular side or end, the RPRC will perform such service at a switch charge as noted in Item 200, which will be in addition to the applicable switching and special equipment penalty charge.

ITEM 195 - LOCOMOTIVE RENTAL: RPRC does not rent locomotive except by special contract. [a]

ITEM 200 - CHARGES FOR INTRA-PLANT, INTRA-TERMINAL & INTER-TERMINAL SWITCHING: Except as otherwise provided herein, RPRC will assess the following charges in dollars per car for switching service as defined in Item 100.

- INTRA PLANT \$125.00
- INTRA-TERMINAL \$200.00 [i]
- INTER-TERMINAL \$200.00 (see note)

NOTE: Handling carrier charges will apply for all cars to/from interchange with connecting carriers as per individual Handling Carrier Agreements with each connecting carrier. If cars moving on RPRC are not compensated via payment of handling carrier charges by connecting carrier, charges shown herein will apply accordingly directly to the customer. [c]

ITEM 201 – EMPTY IN / EMPTY OUT, EMPTY REVENUE MOVES: Empty cars moving from interchange to customer or yard track and/or or customer or yard track to interchange where the last move was a non-revenue empty on the RPRC, will be charged an EMPTY REVENUE SWITCH CHARGE of \$150.00 per car per occurrence. Please note that handling carrier charges will apply for all cars to/from interchange with connecting carriers as per individual Handling Carrier Agreements with each connecting carrier. If cars moving on RPRC are not compensated via payment of handling carrier charges by connecting carrier, charges shown herein will apply accordingly directly to the customer. [a]

ITEM 210 - WEIGHING CHARGES: When a car is weighed or re-weighed either empty or loaded at the request of either consignor or consignee, the following charges will apply [c]:

- RPRC scale \$125.00 per car [i]
- Private Industry / Customer Scale \$50.00 per car – must be at same industry/plant, otherwise additional charges for Inter-Terminal switch will apply.

ITEM 220 - STORAGE CHARGES: Non-hazardous material cars may be held for storage at the request of the customer will be charged at a rate of \$50.00 per day until released by customer. No hazardous materials cars will be stored on RPRC controlled track except by special contract. [c]

ITEM 230 - PRIVATE CARS HELD FOR LOADING OR UNLOADING: Should private cars arrive at RPRC for loading or unloading and customer is unable to receive such cars, RPRC will allow customer 48 hours to have car moved for loading or unloading. After 48 hours all applicable demurrage charges as listed in item 355 will apply. [c] [i]

ITEM 240 - HEAVY DUTY FLAT CARS: When heavy-duty flat cars as defined in Tariff RIC 6740-series are used on shipments both originating and terminating within the same switching district, the following charges will be assessed:

- A. USE CHARGE: \$1,000.00 per car switching movement (not subject to any other switching charges published in this tariff).
- B. SPECIAL DETENTION CHARGES: When cars are held beyond the Free Time permitted in Section 3, this tariff, a charge of \$200.00 will be assessed for each twenty-four (24) hour period or fraction thereof beyond the authorized free time.
- C. NON-USE CHARGE: When car is ordered, placed and released back to RPRC without being used in transportation service, a charge of \$500.00 per car will be assessed and will be in addition to any detention charges that may accrue. [c]

ITEM 250 - CUSTOMER SWITCHING PER DAY: RPRC will provide one (1) switch per calendar day to its customers within 24 hours of Notification not including Weekends and Holidays. This is not a guarantee of service. RPRC will make its best effort to notify the Customer if conditions prevent fulfillment of our service commitments. If the Customer requires more than one (1) switch per calendar day, RPRC will determine if the additional service can be provided and the approximate time period during which service can be completed. A one-time charge of \$250.00 will be assessed for each additional switch per calendar day, irrespective of the total number of railcars handled per service request. Item 275 will apply for guaranteed commitments and service outside normal working hours including Saturdays, Sundays and Holidays. [a]

ITEM 260 - HANDLING OF CARS DELIVERED IN BAD ORDER CONDITION: A charge of \$100.00 per car will be assessed against the industry / shipper which offer cars to the RPRC that contain AAR/FRA defects caused by the shipper to cover the cost of extra handling. The industry / shipper will also be responsible for the costs of the car repairs at the current AAR pricing. [c]

ITEM 270 – LEAKING CARS AND EMERGENCY RESPONSE: The following per car charges will be assessed against the industry / shipper which offers cars leaking cars and/or cars that require hazardous materials response. All costs from third parties will be billed at pass through plus 15%. The industry / shipper will also be responsible for the costs any necessary car repairs, and any costs related to repairing, cleaning and/or returning right-of-way, tracks or other impacted grounds to previous conditions.

- A) Non-hazardous cars: Minimum of \$750.00 plus time and materials.
- B) Hazardous materials cars: Minimum of \$1500.00 plus time and materials. [a]

ITEM 275 - SPECIAL SWITCHING SERVICE: Special Switching Service is movement other than normal service at the specific request of the shipper or consignee, or as may be required due to other conditions not permitted in normal operations.

- *MONDAY – FRIDAY*: The charge for special switching service will be a minimum \$600.00 for the first four (4) hours, plus \$150.00 for each additional hour or fraction thereof over four (4) hours but not exceeding eight (8) hours per occurrence, and will be in addition to all other charges associated with the movement.
- *SATURDAY*: The charge for special switching service will be a minimum \$1000.00 for the first four (4) hours, plus \$250.00 for each additional hour or fraction thereof over four (4) hours but not exceeding eight (8) hours per occurrence, and will be in addition to all other charges associated with the movement. [a]
- *SUNDAYS/HOLIDAYS*: The charge for special switching service will be \$1,200.00 for the first four (4) hours; plus \$300.00 for each additional hour or fraction thereof over four (4) hours but not exceeding eight (8) hours per occurrence; and will be in addition to all other charges associated with the movement. [a]

PLEASE NOTE: The time for the purpose of these charges is to be calculated from the time the crew goes on duty until the crew goes off duty. The railroad reserves the right to restrict or modify any request for special service. [a]

SECTION 2 - LOCAL RATES AND SWITCHING CHARGES

ITEM 280 - FREIGHT ALL KINDS (see note):

- A. FREIGHT, ALL KINDS, when moving from interchange to interchange or locally within the limits of the on the RPRC; cars will be moved at the rate of \$275.00 per car (loaded or empty).
- B. HAZARDOUS MATERIALS, when moving from interchange to interchange or locally within the limits of the RPRC; cars will be moved at the rate of \$375.00 per car. [a]

Interchanges are defined as:

- Chevron / Rail Serve – Chevron Yard, Richmond, CA
- Union Pacific RR – Stage on Waterside Drill Track
- BNSF – BNSF Richmond Yard

NOTE: Handling carrier charges will apply for all cars to/from interchange with connecting carriers as per individual Handling Carrier Agreements with each connecting carrier. If cars moving on RPRC are not compensated via payment of handling carrier charges by connecting carrier, charges shown herein will apply accordingly directly to the customer. [c]

SECTION 3 - DEMURRAGE RULES AND CHARGES

ITEM 300 - GLOSSARY OF TERMS: For the purpose of applying rules in Section 3 of this tariff, the following are defined and shall govern.

ITEM 305 - PRIVATE TRACK: A private track is:

- 1) A track outside of RPRC's right-of-way, yard and terminals, and of which RPRC does not own either rails, ties, roadbed or right-of-way. The track may be used jointly by two or more parties when written notice has been furnished to RPRC by the owner of the track prior to such joint use; or
- 2) A track or portion thereof owned or operated by RPRC may be leased for the purpose of storing railcars to the Lessee. The joint use of a lease track by each or two or more parties must have written consent from RPRC prior to such joint use. [c]

ITEM 310 - RAILROAD-CONTROLLED CARS: A railroad-controlled car is a car provided to RPRC directly, by car companies or others, for indiscriminate use of RPRC in servicing any of its customers. Generally, this is a railroad owned car with the railroad marks of the railroad that owns the car (i.e. UP 12345, etc). It also includes private cars that are controlled by railroads marked ARMN, ABOX, FBOX, GNTX, GONX, RBOX, TBOX, TTPX, TTZX, XTTZ and others and is subject to change without update to this document or other notification.

ITEM 315 - PRIVATE CAR: A private car is a car bearing other than railroad reporting marks, except as otherwise provided in Item 310.

ITEM 320 - CONSIGNOR: The party in whose name cars are ordered and/or the party who furnishes this railroad forwarding directions. For the purpose of this tariff, Consignor includes any person receiving railcars from this railroad for loading as more specifically provided for in 49 CFR 1333. [c]

ITEM 325 - CONSIGNEE: The party to whom a shipment is consigned and/or the party entitled to receive the shipment. For the purpose of this tariff, Consignee includes any person receiving railcars from this railroad for unloading as more specifically provided for in 49 CFR 1333. [c]

ITEM 330 - 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.

ITEM 335 - CONSTRUCTIVE PLACEMENT: When a car consigned or ordered to a private track cannot be actually placed because of a condition attributable to the consignor or consignee, such a car will be held at an available hold point and notice shall be sent or given the consignor that the car is held (naming the hold point if not held at destination) and that this railroad is unable to effect placement. Notification will be made by daily electronic mail report. [c]

ITEM 340 - GENERAL APPLICATION: The rules and charges published herein apply at points on the RPRC on international, interstate and intrastate traffic. The charges apply on railroad owned or leased cars and on private (non-railroad) owned or leased cars.

- EXCEPTION – The provisions of this section are not applicable to private (non-railroad) owned or leased cars held on industry owned or leased tracks where the ownership of lease of the car and the track is the same.
- PRIVATE CAR – will be charged demurrage from constructive placement to actual placement on customer track. [a]
- RAILROAD CONTROLLED CARS – will be charged demurrage from constructive placement until release from customer track after loading or unloading. [a] [c]

ITEM 342 - DEMURRAGE LIABILITY: Any person or entity receiving rail cars from this railroad for loading or unloading who detains the cars beyond the period of free time set forth herein will be held liable for any applicable demurrage if this railroad has provided that person or entity with actual notice of the demurrage rules and charges contained herein providing for such liability prior to the placement of rail cars. The notice shall be in written or electronic form. [a]

ITEM 345 - FREE TIME: Free time for each car will be as follows:

- Loading – 2 Days (48 hours)
- Unloading – 2 Days (48 hours)

APPLICABLE RULES:

- 1) Time will be computed from actual constructive placement, after 05:59 (am)
- 2) No charges will be made for weekends and holidays (see note 5 prior to first chargeable day).
- 3) All applicable switching charges will apply for the cars subject to this item.
- 4) The applicable charge will accrue on all Saturdays, Sundays or Holidays (see note 6) subsequent to the first charge day, including a Saturday, Sunday or Holiday immediately following the day on which the first charges begin to accrue.
- 5) Whenever reference is made to “Holidays”, it shall mean only these days listed below:
 - New Years Day – January 1 *
 - President’s Day – Third Monday of February
 - Memorial Day – Last Monday of May
 - Independence Day – July 4 *
 - Labor Day – First Monday of September
 - Thanksgiving Day – Fourth Thursday in November
 - Friday after Thanksgiving – Day after Thanksgiving
 - Christmas Eve – December 24 *
 - Christmas Day – December 25 *
 - New Year’s Eve – December 31 *

**When the date for the Holiday above occurs on a Sunday, the following Monday will be observed as the Holiday. [c]*

ITEM 350 – NOTIFICATION: Notification by RPRC and/or industry of arrival or release of cars will be:

- 1) In writing by fax.
- 2) By electronic mail.

Release of loaded cars by industry to RPRC must be made by electronic mail/EDI and include Bill of Lading entry or receipt by the UP or BNSF. Appropriate records will be maintained by RPRC and industry. RPRC will have the right to request copies of UP or BNSF Bills of Lading or Waybills for any reason at any time to facilitate in the safe efficient movement of railcars in compliance with all regulations. [a] [c]

ITEM 355 - DEMURRAGE CHARGES: The following charges will apply subsequent to free time allowed as specified in Item 345. (Subject to Notes 1, 2, and 3): On international, interstate and intrastate traffic the following shall apply;

- 1) Charges will be \$60.00 per car per day per car for private cars.
- 2) Charges will be \$75.00 per day for Railroad-Controlled cars.
- 3) Railroad-Controlled refrigerated boxcars will be \$100.00 per day.
- 4) All days following free time will be subject to these charges.
- 5) Reference herein to charges per day will also apply to fractions of a day.

ITEM 360 - EXCEPTIONS TO DEMURRAGE CHARGES: The following situations due to no fault of the RPRC or industry will not be subject to charges. Claims for relief from demurrage rules and charges due to these causes should be made in writing within 30 days by industry or RPRC.

- A. Strike at plant or industry served by RPRC which prevents loading or unloading. However, cars held because of strikes will be subject to detention charges of \$40.00 per car per day for all days including Saturdays, Sundays and holidays. No free days will be allowed.
- B. Acts of God (flood, hurricane, earthquake), including weather interference which prevents loading or unloading. [i]

ITEM 370 - EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED: When empty cars are placed on order or appropriated but not used in transportation service, demurrage will be charged for all detention time as provided in Item 355.

ITEM 375 - CARS RECEIVED UNDER LOAD AND HELD FOR FORWARDING DIRECTIONS: On railroad owned cars held by RPRC, or loaded private tracks, and held by RPRC for forwarding directions or other disposition, time will be computed from the actual time such directions are received. Demurrage charges will be assessed for all detention time as provided in Item 355.

ITEM 380 - CARS FOUND TO BE OVERLOADED OR IMPROPERLY LOADED: When If cars are found to be overloaded or improperly loaded and not in conformity with railroad loading and clearance rules, the following will apply:

- If found while still on industry or railroad tracks where loaded, car will be considered to be placed until adjustment of the load has been made.
- If found at origin after having been removed from industry or RPRC tracks where loaded, car will not be considered released until load has been adjusted.

RPRC will not accept cars that are loaded in excess of load limit markings. When a car is found to be loaded in excess of its stenciled load limit while en-route, it will be placed at or near location where overload is discovered and consignor will be requested to arrange for disposition, or at carriers convenience it may be returned to the shipper for removal of the excess weight. Charges per items 210 and 270 may also be assessed. [a]

ITEM 390 - HAZARDOUS MATERIALS DETENTION CHARGES: All shipments of Hazardous Materials are subject to a charge of \$100.00 per day Storage and Detention Charges if not actually placed on a Customer's track. This time begins at 0001 hours on the day after interchange.

Exceptions:

- 1) Shipments of Ethanol, UN1987 or UN 1993 or Aviation Fuel, UN 1203 – Charge is \$100.00 per car computed starting 48 hours after the time of Constructive Placement.
- 2) Shipments of any Hazardous Materials held for billing – Charge is \$500.00 per car per day.
- 3) When special switching of TIH/PIH commodities, per Item 40, are constructively placed on RPRC tracks, cars will be subject to charges immediately, without any applicable free time
 - A. Immediately upon notification of Constructive Placement, the charge will be \$1000.00 for the first 24 hours or portion thereof.
 - B. Shipments of Anhydrous Ammonia, Chlorine or any TIH/PIH loaded or residue cannot be held for more than 24 hours prior to direct hand-off to the Class-1 Railroad. [a]

SECTION 4 - EXPLANATIONS OF ABBREVIATIONS AND REFERENCE MARKS

Mark/abbreviation - definition

ASLRRRA - American Short Line Railroad and Regional Railroad Association

BNSF - BNSF Railway

BOE - Bureau of Explosives

RIC - Railinc

RPRC - Richmond Pacific Railroad Corporation

UP - Union Pacific Railroad

[a] - Addition

[c] - Denotes change in wording which results in neither an increase nor reduction

[i] - Denotes Increase

[nc] - Denotes brought forward without change

[r] - Denotes reduction

END