

# ROGUE VALLEY TERMINAL RAILROAD CORPORATION



## FREIGHT TARIFF RVT 8000-F

(For cancellations, see Item 1, this tariff)

NAMING  
MISCELLANEOUS RULES AND CHARGES  
ALSO  
SWITCHING, DEMURRAGE AND STORAGE RULES AND CHARGES  
APPLYING  
FROM, TO AND AT STATIONS ON THE  
ROGUE VALLEY TERMINAL RAILROAD CORPORATION

### 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 1, 2016

EFFECTIVE: April 1, 2016

ISSUED BY

Scott DeVries  
President & General Manager  
Rogue Valley Terminal Railroad Corporation  
2095 Avenue F  
White City, OR 97503-3210  
[www.RogueValleyRR.com](http://www.RogueValleyRR.com)

**FT RVT 8000-F**

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<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>
<p><b>ITEM 40</b> [A]</p> <p align="center"><b>DEFINITIONS</b></p> <p><b>ACTUAL PLACEMENT</b> – When a car is placed in an accessible position for loading or unloading or at a point previously designated by the Customer.</p> <p><b>CARE OF PARTY</b> – The party entitled to receive shipments on behalf of the Consignee at the final rail destination.</p> <p><b>CONSIGNEE</b> – The party to whom a shipment is consigned, or the party entitled to receive the shipment.</p> <p><b>CONSIGNOR</b> – The party in whose name a car(s) is ordered; or the party who furnishes forwarding instructions.</p> <p><b>CONSTRUCTIVE PLACEMENT</b> – When a car consigned or ordered to a private track or other-than-public-delivery track and cannot be actually placed because of Customer-Attributable Conditions, such car will be held at available hold point, notice shall be sent or given to the Customer that the car is being held and that RVT is unable to effect placement, such car will be considered constructively placed at such time; or if a car is placed on private track or other than public delivery track serving the Customer, such car will be considered constructively placed at such time.</p> <p><b>CUSTOMER</b> – The Consignor (Shipper), Consignee or Care Of Party that ships or receives railcars at stations located on RVT. For the purpose of applying this tariff, Customer includes any business, entity or person receiving railcars from this railroad for loading or unloading as more specifically provided for in 49 CFR § 1333.</p> <p><b>CUSTOMER-ATTRIBUTABLE CONDITIONS</b> – Any condition caused by, controlled by or attributable to, in whole or part, the Customer or the Customer’s employees, agents, suppliers (excluding RVT) or contractors.</p> <p><b>FORWARDING INSTRUCTIONS</b> – Shipping instructions conforming with the Uniform Bill of Lading format provided at the point of loading that contain all the necessary information to transport the shipment to its final destination.</p> <p><b>FREIGHT BILL PARTY</b> – The person or entity responsible for the guarantee and payment of rail freight transportation charges as designated on the forwarding instructions provided to RVT by the Customer or a delivering rail carrier. If no such party is designated, or if not provided to RVT, the Customer will become the party responsible for the payment of specified charges as provided in this tariff.</p> <p><b>GROSS RAIL LOAD</b> – The combined tare (empty) weight of the railcar and the weight of the lading and dunnage.</p> <p align="center">(Continued in next column)</p>	<p><b>ITEM 40</b> (Cont'd) [A]</p> <p align="center"><b>DEFINITIONS</b></p> <p><b>HAZARDOUS MATERIALS</b> - A substance or material that the United States Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, is designated as hazardous under 49 USC § 5103, including hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (49 CFR §172.101), and materials that meet the defining criteria for hazard classes and divisions in 49 CFR §173.</p> <p><b>HI-WIDE DIMENSIONAL CARS</b> – Specialized cars used primarily for the transport of Hi-Wide Dimensional Shipments.</p> <p><b>HI-WIDE DIMENSIONAL SHIPMENTS</b> – Railcars exceeding 286,000 lbs. Gross Rail Load and/or exceeding AAR Plate F Dimensions (excluding double-stack intermodal cars).</p> <p><b>INTERCHANGE SWITCHING</b> – A switching movement starting or ending at interchange with another rail carrier.</p> <p><b>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.</p> <p><b>INTRA-TERMINAL SWITCHING</b> - A switching movement (other than intra-plant switching and movements starting or ending at interchange with another rail carrier) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.</p> <p><b>LEASE TRACK</b> – Tracks owned by RVT that are leased by a Customer pursuant to a written agreement for the exclusive, dedicated use of that Customer.</p> <p><b>LOADING</b> – The complete or partial loading of a car(s) in conformity with loading and clearance rules and the furnishing of forwarding instructions.</p> <p><b>LOADED CAR(S)</b> – A car(s) that is completely or partially loaded.</p> <p><b>PRIVATE CAR(S)</b> – A car(s) bearing other than railroad reporting marks that is not controlled by a railroad or the TTX Company.</p> <p><b>PRIVATE TRACK</b> – Tracks that are not owned or leased by RVT.</p> <p><b>RAILROAD-CONTROLLED CARS</b> – Cars that are owned, controlled or marked for any railroad or the TTX Company.</p> <p align="center">(Continued on next page)</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>
<p><b>ITEM 40 (Cont'd)</b> [A]</p> <p align="center"><b>DEFINITIONS</b></p> <p><b>RAILROAD TRACK</b> – Tracks that are owned or leased by RVT, excluding those tracks that are leased by a Customer from RVT pursuant to a written agreement for the exclusive, dedicated use of that Customer.</p> <p><b>RSSM</b> – Rail Security Sensitive Materials commodities that are designated in or included by definition of 49 CFR §1580.100(b) and/or commodities subsequently designated in writing as rail security sensitive materials by the Transportation Security Administration and/or the United States Department of Transportation.</p> <p><b>TEAM TRACK</b> – Track owned or leased by RVT that is open to the general public for loading and unloading.</p> <p><b>UNIT TRAIN(S)</b> – A dedicated train or block of 26 or more consecutively-coupled cars with or without dedicated locomotives attached, that is moving intact from origin to destination other than for locomotive changes or removal of defective cars in bad order status.</p>	<p><b>ITEM 70</b> [C]</p> <p align="center"><b>LOADING AND UNLOADING REQUIREMENTS</b></p> <p>Consignors, Consignees and Care Of Parties will load and unload cars.</p> <p>Consignors must load all cars in accordance with the Association of American Railroads' Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by RVT. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured. To inquire about loading and unloading requirements contact the RVT General Manager for more information.</p> <p>Temporary blocking, flooring or lining, corrugated fiberboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the car, when required to protect and make freight secure for shipment, will be furnished and installed by Consignor at their sole expense.</p> <p>Transportation charges for dunnage, when made, shall be at the price applicable to the freight which it accompanies. The Customer is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in the Customer being charged for all associated removal costs (minimum of \$150.00 to a maximum of \$500.00 per car).</p> <p>When equipment is found to be improperly loaded or overloaded, the Consignor will be given the opportunity to correct the situation at the Consignor's sole expense. Consignor is responsible for all damage to freight, rail equipment, or both caused by improper loading or overloading.</p> <p>The Customer is required to return and secure the same car, all railroad owned securement devices removed to complete unloading, securely lock all bulkhead doors, return wooden doors used in transportation of bulk commodities and close all exterior doors and hatches.</p>
<p><b>ITEM 50</b></p> <p align="center"><b>NORMAL BUSINESS HOURS</b></p> <p>The normal business hours of operation of the RVT are from 7:00 AM to 2:00 PM, PT, Monday through Friday, except holidays (See Item 60).</p>	
<p><b>ITEM 60</b> [C]</p> <p align="center"><b>HOLIDAYS</b></p> <p>Holidays, as referred to in this tariff, shall mean only the days listed below:</p> <p>New Year's Day – January 1 (See Note, this item)          President's Day – Third Monday of February          Good Friday – Friday before Easter Sunday          Memorial Day – Last Monday of May          Independence Day – July 4 (See Note, this item)          Labor Day – First Monday of September          Veteran's Day – November 11 (See Note, this item)          Thanksgiving Day – Fourth Thursday of November          Day after Thanksgiving – Friday after Thanksgiving Day          Christmas Eve – December 24 (See Note, this item)          Christmas Day – December 25 (See Note, this item)          New Year's Eve – December 31 (See Note, this item)</p> <p>Other Non-Operating Days Designated in Writing in Advance by RVT Management.</p> <p>Note: When this date occurs on a Saturday, the previous Friday will be observed. When this date occurs on a Sunday, the following Monday will be observed as the holiday.</p>	
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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<p><b>ITEM 75</b></p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>Customer shall be liable for the payment of any and all demurrage and other charges accruing on traffic from, to and at stations on the RVT. All charges in this tariff are billed to and the sole responsibility of the Customer unless otherwise specified herein. Nothing herein shall limit the right of the RVT to require at time of movement, shipment or delivery the prepayment or guarantee of such charges. Customer will pay RVT immediately upon presentation of a bill therefor by the RVT. The RVT 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 and current charges, unless Customer has entered into an agreement for credit with the RVT. RVT reserves the right, in its sole discretion, to refuse to grant credit to a Customer or to cancel the credit of any Customer at any time.</p> <p>When cars are held by the RVT, such cars will be considered constructively placed and subject to demurrage charges in Item 360 when held beyond the free time allowed in Item 350.</p> <p>Customers that are granted credit will be invoiced monthly. Except as otherwise provided herein or in another current, written agreement in effect between RVT and the Customer, invoices are due and payable thirty (30) days following the date of the invoice. In the event that the invoice has not been paid, or payment has not been received by Customer within ten (10) days after such payment is due, a late payment charge of one percent (1%) or \$5.00 minimum shall be assessed on the outstanding balance owed. In addition, a finance charge of one percent (1%) per month shall be assessed on the outstanding balance owed (including payments, late payment charges, and finance charges). Payments shall be applied first to finance charges, second to late payment charges, and then to the outstanding balance.</p> <p>RVT shall be entitled to recover all legal counsel fees, court costs, collection costs and expenses from the Customer incurred by RVT for the collection of any debt.</p>	<p><b>ITEM 85</b> [A]</p> <p align="center"><b>FREIGHT LOSS AND DAMAGE LIABILITY OF THE CARRIER</b></p> <p>RVT shall be liable for claims only if negligence of RVT is shown by the claimant to be the proximate cause of the loss or damage. Carrier liability for shortage of goods shall be conditioned upon evidence of unauthorized entry into the rail car while the same is in the possession of RVT.</p> <p>RVT shall not be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall RVT be liable for punitive damages or legal counsel fees.</p> <p>Carrier liability for damages or shortages is contingent upon RVT receiving immediate notification of all noted visible damages and/or shortages discovered during the unloading of a rail car. Damage or shortages discovered outside of Normal Business Hours as defined in Item 50, are subject to reporting no later than 24 hours following unloading from rail car, Saturdays, Sundays, and Holidays excluded. Concealed damage must be reported immediately upon discovery and made available for inspection at point of delivery.</p> <p>Failure of the Consignor to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions shall be a valid defense for RVT to utilize in any claim for damage. Any claim for loss or damage shall be filed in writing as specified by the RVT General Manager within three (3) calendar months of the date the shipment was delivered, or in the case of failure to make delivery, then within three (3) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within one (1) year after the railroad first declines the claim.</p>
<p><b>ITEM 80</b></p> <p align="center"><b>GOVERNING JURISDICTION OF TARIFF TERMS</b></p> <p>Customers tendering or receiving railcars whose movement is not governed by a duly-executed written agreement with RVT, hereby agree that the laws and courts governing any billing dispute, tariff dispute or related litigation shall be those whose jurisdiction is applicable to the County of Jackson, State of Oregon, United States of America unless otherwise expressly prohibited by law.</p>	
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

<p><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>
<p><b>ITEM 90</b> [C] <b>DEFINITION OF CUSTOMER-ATTRIBUTABLE CONDITIONS</b></p> <p>Any condition caused by, controlled by or attributable to, in whole or part, the Customer or the Customer's employees, agents, suppliers (excluding RVT) or contractors.</p> <p>Examples of such conditions or circumstances include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Insufficient track space to accommodate additional inbound railcars on the Customer's track.</li> <li>• Partially-loaded cars that the Customer is not done loading/unloading that block or obstruct the Railroad's access to switch other railcars that have been previously released.</li> <li>• Hazardous materials cars missing placards, missing required documentation, leaking contents, insecure valves/hatches.</li> <li>• Cars leaking contents or otherwise unsafe to move due to improper loading or improper securement of doors, tie-downs, hatches or valves.</li> <li>• Open or partially open/unsecure plug-door type boxcar doors.</li> <li>• Cars with loading equipment (hoses, pulleys, cables, dock plates, etc.) that is still attached to the car.</li> <li>• Industry tracks that are inaccessible due to placement of Customer-owned or Customer-controlled blue flags, red flags, derails, doors or gates that are not promptly removed/cleared upon the arrival of the RVT train crew to pull the designated car(s).</li> <li>• Industry tracks that are blocked or fouled by Customer equipment or other non-railroad equipment or vehicles (i.e. trucks or forklifts obstructing tracks).</li> <li>• Industry tracks that are unusable due to unacceptable track condition (permanent or temporary), provided that the Customer did or should have known the condition of the track(s) in advance. RVT, the Federal Railroad Administration and the Oregon Department of Transportation (Rail Division) share the exclusive right to make final determination as to whether an industry track is deemed to be in "unacceptable" condition.</li> <li>• Industry tracks that are inaccessible or unsafe to operate due to a strike or other labor action at the Customer's plant or industry.</li> </ul> <p style="text-align: center;">(Continued in next column)</p>	<p><b>ITEM 90 (Cont'd)</b> [C] <b>DEFINITION OF CUSTOMER-ATTRIBUTABLE CONDITIONS</b></p> <p>Examples of such conditions or circumstances include, but are not limited to: (Cont'd)</p> <ul style="list-style-type: none"> <li>• The presence of any unsafe condition at the plant or industry that, in RVT's sole judgment, may interfere with the safe operation of trains on the industry track(s).</li> <li>• The failure of the Customer to pre-pay all applicable accessorial charges for a specific car movement in the absence of the Customer holding an approved line of credit that is in good standing with RVT.</li> <li>• The failure of the Customer releasing a car to RVT, to forward all required waybill data as specified in Item 330.</li> <li>• The existence of a valid embargo notice that prevents RVT from delivering the car to CORP, UP or the final destination.</li> </ul>
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

**FT RVT 8000-F**

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 100</b></p> <p align="center"><b>HAZARDOUS MATERIALS</b></p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with RVT.</p> <p>Security guard protection services that are required by law or requested by the Customer to secure hazardous materials cars from tampering or damage must be contracted by the Customer in advance of the need of such services. RVT does not hold itself out to provide these services. If such services are required by any law or regulation applicable to RVT, and Customer fails to procure such services in advance, RVT will contract these services with a reputable vendor of its own choosing, and re-bill the Customer for those services at 160% of that rate that vendor's charges are billed to RVT.</p>	<p><b>ITEM 120</b> [C]</p> <p align="center"><b>TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</b></p> <p>If cars are turned at request of Customer to facilitate loading or unloading, or for any other purpose, a charge of [I]\$450.00 per car per occurrence will be assessed to the Customer and will be in addition to all other applicable charges. Car(s) requested to be turned will be interchanged to CORP for turning, with CORP's charges related to the turning movement absorbed by RVT.</p>
<p><b>ITEM 105</b></p> <p align="center"><b>HAZARDOUS MATERIALS DOCUMENTATION &amp; SECURITY FEE</b></p> <p>All shipments of hazardous materials will be assessed a \$155.00 per car fee billed to the Customer for the processing/review of required shipping papers and for additional railcar security inspections.</p>	<p><b>ITEM 130</b> [C]</p> <p align="center"><b>EMPTY CARS REJECTED UNFIT FOR LOADING</b></p> <p>When an empty railroad-controlled car is received from a connecting carrier for loading by an industry located on RVT, and is subsequently refused by the industry because the car is not in proper condition to load and must be returned to the connecting carrier, a charge of \$300.00 per car will be assessed against the connecting carrier. The charge will be made for one direction only. If the connecting carrier that supplied the car refuses to pay this charge due to the Customer's failure to adhere to that connecting carrier's applicable policies and rules regarding how the unfit for loading determination was made, then the \$300.00 per car fee will be passed through to the Customer rejecting the car.</p> <p>Customers loading empty private cars that find a private car unsuitable for loading must contact the car owner/lessor that controls the car movement and maintenance functions for repair or disposition. Such private cars reported unfit for loading will only be pulled from the Customer's track empty upon receipt of complete forwarding instructions by RVT from the responsible car owner/lessor. A service charge of \$200.00 per car will be assessed against the car owner/lessor submitting forwarding instructions to RVT. The charge will be made for one direction only.</p> <p>The Customer will still be responsible for all applicable demurrage or private car storage charges incurred prior to notifying RVT that the car is unfit for loading.</p>
<p><b>ITEM 110</b> [C]</p> <p align="center"><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 Customer ordering such cars. (See Notes 1 and 2, this item.)</p> <p>The Customer will still be responsible for all applicable demurrage or private car storage charges prior to notifying RVT of the cancellation of the empty car order or empty release of an inbound empty car.</p> <p>Note 1: Charge will not apply on cars unfit for loading as defined by the applicable AAR Loading Rules or approved by the RVT General Manager.</p> <p>Note 2: This charge applies to all empty private cars received by RVT with valid forwarding instructions to a Customer, that are subsequently cancelled or not loaded by a Customer when such car(s) have already been placed in Actual Placement or Constructive Placement status on RVT prior to RVT's receipt of notification from the Customer, regardless of whether or not the Customer requested, ordered or solicited the car(s).</p>	
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

**FT RVT 8000-F**

<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 140</b> [C] <b>BOXCAR DOOR OPENING/CLOSING SERVICES BY RAILROAD</b></p> <p>All boxcar doors must be closed and properly secured prior to releasing loaded or empty boxcars. RVT will charge the following rates to Customers for boxcars released without doors properly closed and secured, or if Customer requests/requires assistance in opening, closing or securing boxcar doors:</p> <p>Door Opening or Closing (<i>See Note 1</i>)...\$150.00 per car + parts (<i>parts re-billed at 125% of prevailing AAR rates</i>)</p> <p>RVT offers this service at its sole convenience and may refuse to provide or discontinue this service on any occasion without advance notice for any reason.</p> <p>Note 1: Repairs that cannot, in the sole judgment of the RVT, be safely completed on the Customer's track will also incur one Intra-Terminal Switch Charge (Item 230) per car in addition to the above charges. All repairs requiring welding work performed by RVT will require an intra-terminal switch service from the Customer's track to an RVT designated repair location.</p> <p>Note 2: RVT will not move boxcars with open or unsecured plug-type doors unless the open plug-type door(s) are damaged, and in RVT's sole judgement the boxcar(s) may be safely moved to an RVT designated repair location.</p> <p>Note 3: RVT will not move loaded or partially-loaded boxcars with open or unsecured sliding-type doors unless the open sliding-type door(s) are damaged, and in RVT's sole judgement the boxcar(s) may be safely moved to an RVT designated repair location.</p> <p>Note 4: These charges do not apply to empty inbound car orders that are rejected by RVT or by the Customer due to being unfit for loading.</p>	<p><b>ITEM 150</b> [C] <b>RAILCAR REPAIR SERVICES – DAMAGE TO CARS BY CUSTOMER</b></p> <p>Customers loading or unloading cars on RVT are responsible for all damage caused to railcars in the possession or utilized by the Customer, when such damage is caused in whole or part by the Customer, or the Customer's employees, agents, contractors or suppliers. This includes, but is not limited to, any mishandling, negligence, overloading, improper load securement, moving cars with equipment other than a locomotive or railroad-approved railcar mover unit (e.g. damage caused by forklifts, cables, etc.), collision with other vehicles (e.g. trucks) while railcar is on the Customer's track or any other damage attributable to the Customer, or the Customer's employees, agents, contractors or suppliers.</p> <p>Railcar repairs performed due to Customer-caused or Customer-attributable damage as described above, will be billed to the Customer at 125% of the prevailing AAR railcar repair rates for replacement parts and labor services. Additionally, any repairs that cannot be made, in RVT's sole judgment, on the Customer's track or on the outbound train will also be billed one Intra-Terminal Switching Charge (Item 230) per damaged railcar.</p> <p>Note: Boxcar doors repaired and billed under the provisions of Item 140 of this tariff are exempt from this Item.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	



**FT RVT 8000-F**

**SECTION 2  
SWITCHING RULES AND CHARGES**

**ITEM 200**

(C)

**INTERCHANGE SWITCHING CHARGE – OTHER THAN  
UP HANDLING CARRIER TRAFFIC**

(Traffic moving in interchange other than UP handling carrier movements)

RVT will assess the following service charges to Customers on all interchange switching movements that are not covered under the terms and conditions of a UP handling carrier movement in effect between UP and RVT:

CBR, CORP, PNWR & YW Interline Traffic	
Hazardous Materials (Except RSSM) (268,000 lbs. GRL or less)	\$275.00 per car
Hazardous Materials (Greater than 268,000 lbs. GRL)	\$325.00 per car
RSSM (268,000 lbs. GRL or less)	\$350.00 per car
RSSM (Greater than 268,000 lbs. GRL)	\$400.00 per car
Intermodal Containers & Trailers	Request quote
Hi-Wide Dimensional Shipments	See Item 250 (Special Switching Service)
Locomotives, Cabooses & Empty Passenger Train Equipment	See Item 250 (Special Switching Service)
Unit Trains	Request quote
All Other Traffic (268,000 lbs. GRL or less)	\$225.00 per car
All Other Traffic (Greater than 268,000 lbs. GRL)	\$275.00 per car

This charge will be in addition to all other applicable charges that are associated with the movement.

Note: For cars empty inbound and loaded outbound, this charge applies only to the outbound interchange switching movement.

For cars loaded inbound and empty outbound, this charge applies only to the inbound interchange switching movement.

For cars loaded inbound and outbound (reloaded cars), this charge applies to the interchange switching movements in both directions.

**SECTION 2  
SWITCHING RULES AND CHARGES**

**ITEM 210**

(C)

**INTERCHANGE SWITCHING CHARGE – UP HANDLING  
CARRIER TRAFFIC**

(Traffic moving in connection with UP pursuant to a current UP -RVT handling carrier agreement)

RVT will assess the following service charges to Customers on all interchange switching movements on traffic originating, terminating or moving via UP where UP incorporates RVT as a handling carrier road in the linehaul movement (See Note 1, this item):

UP Handling Carrier Interline Traffic	
Intermodal Containers & Trailers	Request quote
Hi-Wide Dimensional Shipments	See Item 250 (Special Switching Service)
Locomotives, Cabooses & Empty Passenger Train Equipment	See Item 250 (Special Switching Service)
Unit Trains	Request quote
All Other Traffic	No charge

This charge will be in addition to all other applicable charges that are associated with the movement.

Note 1: Traffic originating/terminating on or moving via UP where RVT is not included as a handling carrier, or UP fails to pay RVT the agreed handling carrier rate division, such traffic will be handled and billed at the rates shown in Item 200 in lieu of the rates in this Item.

Note 2: For cars empty inbound and loaded outbound, this charge applies only to the outbound interchange switching movement.

For cars loaded inbound and empty outbound, this charge applies only to the inbound interchange switching movement.

For cars loaded inbound and outbound (reloaded cars), this charge applies to the interchange switching movements in both directions.

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

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SECTION 2 SWITCHING RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES
<p><b>ITEM 220</b></p> <p align="center"><b>INTRA-PLANT SWITCHING CHARGE</b></p> <p>RVT will perform intra-terminal switching services at a charge of \$175.00 per car billed to the Customer.</p> <p>This charge is applicable to all railcars that are constructively placed (See Item 40) at any location within the confines of a Customer's industry or plant at a location other than the agreed upon final loading/unloading location that requires subsequent repositioning of the car within the industry by RVT.</p>	<p><b>ITEM 250</b></p> <p align="center"><b>SPECIAL SWITCHING SERVICE</b></p> <p>Subject to prior written approval of the RVT General Manager, RVT will provide Special Switching Service at the following rate:</p> <p>\$1,200.00 per request with additional \$250.00 per hour after four (4) hours billed to the Customer.</p> <p>This charge is applicable to all switch requests performed under the following conditions:</p> <ul style="list-style-type: none"> <li>• Switch performed outside of RVT's normal business hours at Customer's prior written request.</li> <li>• Second or subsequent switch per calendar day after the industry's daily switch.</li> <li>• Hi-Wide Dimensional Shipments.</li> <li>• Locomotives, Caboose or Empty Passenger Train Equipment.</li> <li>• Empty freight cars without roller bearings.</li> </ul>
<p><b>ITEM 230</b> [C]</p> <p align="center"><b>INTRA-TERMINAL SWITCHING CHARGE</b></p> <p>RVT will perform intra-terminal switching services at a charge of \$175.00 per car billed to the Customer.</p> <p>This charge is applicable to all railcars that are constructively placed (See Item 40) at any location on RVT outside the industry or plant of the Customer, except when Actual Placement of the car is subsequently made on the same calendar day as Constructive Placement.</p> <p>This charge does not apply to the following situations:</p> <ul style="list-style-type: none"> <li>• Switching movements that are simultaneously subject to the charges in Item(s) 110, 120, 130, 200, 240, 250, 260 or 340.</li> </ul>	<p><b>ITEM 260</b></p> <p align="center"><b>INBOUND CAR SETBACK DUE TO WAYBILL ERRORS OR UNKNOWN CONSIGNEE/CARE OF PARTY</b></p> <p>Cars interchanged to RVT as empty cars that are subsequently found to be loaded by RVT personnel or an RVT Customer, loaded cars that are billed and delivered to RVT in error and subsequently redirected back to CORP or UP by the shipper without unloading on RVT or loaded cars sent to RVT that fail to designate a valid consignee or "care of" party located on RVT, will be assessed a \$775.00 per car service charge plus a \$15.00 per day storage charge (if stored on RVT-owned tracks) plus any applicable demurrage charges (if any). The service charge, storage charge (if applicable) and any applicable demurrage must be prepaid by the shipper in full and received by RVT prior to the car(s) being released back to CORP or UP interchange.</p> <p>RVT will make all reasonable attempts to contact the shipper (if known to RVT) during business hours to arrange payment and car disposition.</p> <p>If such car remains on RVT in excess of 21 calendar days after RVT's first attempt to notify the shipper, RVT may in its sole discretion, take possession of the freight as "unclaimed freight" and remove and dispose of any or all freight contained in such car. The car once emptied, will be returned empty to the delivering rail carrier. Proceeds from the sale or auction of "unclaimed freight" will be first used to pay all outstanding charges and fees due to RVT, with any remaining proceeds (if any) being returned to the shipper (if known to RVT).</p>
<p><b>ITEM 240</b></p> <p align="center"><b>INTERCHANGE IN ERROR</b></p> <p>Unless otherwise covered under a current written agreement, RVT will assess a \$425.00 per car service charge for all cars interchanged to RVT in error against the account of the delivering rail carrier.</p> <p>RVT will not be responsible for car hire on these cars, and will reclaim from the delivering carrier all car hire assessed or owed to the car owner.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

**FT RVT 8000-F**

SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
<p><b>ITEM 300</b></p> <p align="center"><b>APPLICATION</b></p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors and consignees for any purpose. For the purpose of applying this tariff, Consignor or Consignee includes any person receiving railcars from this railroad for loading or unloading as more specifically provided for in 49 CFR §1333.</p>	<p><b>ITEM 330 (Cont'd)</b> [C]</p> <p align="center"><b>RELEASES</b></p> <p>Bills of lading, forwarding instructions and release notifications sent by GE ShipperConnect/Rail Carrier Interface, UP website or EDI must be completed and provide all data required on the Uniform Bill of Lading.</p> <p>Additionally, all hazardous materials cars (loaded and residue) must have all required hazardous materials documents specified in 49 CFR §172 Subpart C submitted with their release notification before such notification is accepted, processed or made effective.</p> <p>Any car that is released by a Customer, that is subsequently found by the RVT train crew as not ready to be pulled due to Customer-Attributable Conditions will incur a Car Erroneously Released charge (Item 340).</p> <p>Release notifications for loaded cars or special movements will not be accepted or made effective until pre-payment of all freight, demurrage and other accessorial charges have been submitted to RVT per Item 75 unless the Customer releasing the car has an established credit agreement with RVT in effect at the time of release.</p> <p>Note: Bills of lading and releases submitted via the UP website or EDI message directly to UP will only be accepted by RVT only if the one of the following criteria are met:</p> <ul style="list-style-type: none"> <li>• RVT is included in the designated rail route</li> <li>• Prior arrangements have been made by the customer with both RVT and UP, and those arrangements have been approved in writing by the RVT General Manager in advance of the release.</li> </ul>
<p><b>ITEM 330</b> [C]</p> <p align="center"><b>RELEASES</b></p> <p>RVT will only accept releases from Customers in writing by one of the following methods:</p> <ul style="list-style-type: none"> <li>• GE Transportation's ShipperConnect / e-BOL / Rail Carrier Interface</li> <li>• UP website (cars being released loaded only) (see Note, this Item)</li> <li>• EDI: Valid instructions sent directly to RVT</li> <li>• EDI: Valid instructions sent directly to UP (see Note, this Item)</li> <li>• E-mail: <a href="mailto:Office@RogueValleyRR.com">Office@RogueValleyRR.com</a></li> <li>• Fax: (541) 826-4420</li> </ul> <p>In the event that RVT is unable to effect or confirm receipt of a release by one of the above methods, RVT may alternatively accept release instructions verbally at RVT's sole discretion.</p> <p>Release notifications sent via e-mail or fax for loaded freight cars, residue hazardous materials cars and all excess dimension cars/special movements requiring clearance documents will not be accepted or processed unless the Customer provides all of the following information in writing to RVT:</p> <ul style="list-style-type: none"> <li>• Consignee's business name.</li> <li>• Consignee's full civic address.</li> <li>• Care Of Party's business name (only if the rail destination is other than the Consignee).</li> <li>• Care Of Party's full civic address (only if the rail destination is other than the Consignee).</li> <li>• Destination rail carrier or specified rail route (only if destination station is not located on RVT, CORP or UP).</li> <li>• Destination station (as specified by the destination serving rail carrier).</li> <li>• Actual or estimated weight of lading or gross rail load.</li> <li>• Length, width and height of railcar with lading (excess dimension cars only).</li> </ul> <p align="center">(Continued in next column)</p>	<p><b>ITEM 340</b></p> <p align="center"><b>CARS ERRONEOUSLY RELEASED</b></p> <p>A charge of \$175.00 per car will be assessed for loaded cars reported empty or for empty car reported loaded when such errors are noted by RVT personnel subsequent to the Customer releasing cars.</p> <p>This charge applies to all cars that have been released by the Customer, that are subsequently found by RVT personnel as not ready to be pulled or not accessible to the train crew due to Customer-Attributable Conditions.</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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<b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b>	<b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b>												
<p><b>ITEM 350</b> [C]</p> <p align="center"><b>FREE TIME</b></p> <p>Free time as follows will be allowed for each car:</p> <p>All cars (except Intermodal Cars, Hi-Wide Dimensional Cars, Unit Train Cars and loaded/residue RSSM Cars):</p> <ul style="list-style-type: none"> <li>• Forty eight (48) hours to complete unloading.</li> <li>• Forty eight (48) hours to complete loading.</li> <li>• Seventy two (72) hours to unload and subsequently re-load the same car, if the car is not required to be moved to another track or spot by RVT in between unloading and subsequent re-loading.</li> <li>• No free time permitted for empty cars ordered or requested, that are constructively placed or actually placed and then subsequently released empty (i.e. Item 110 or 130). This does not apply to railroad controlled cars found to be unsuitable for loading, where RVT is notified within 24 hours of actual placement.</li> </ul> <p>Intermodal Cars:</p> <ul style="list-style-type: none"> <li>• No free time permitted</li> </ul> <p>Hi-Wide Dimensional Cars:</p> <ul style="list-style-type: none"> <li>• Twenty-four (24) hours to complete unloading.</li> <li>• Twenty-four (24) hours to complete loading.</li> <li>• Forty eight (48) hours to unload and subsequently re-load the same car, if the car is not required to be moved to another track or spot by RVT in between unloading and subsequent re-loading.</li> <li>• No free time permitted for empty cars ordered or requested, that are constructively placed or actually placed and then subsequently released empty (i.e. Item 110 or 130). This does not apply to railroad controlled cars found to be unsuitable for loading, where RVT is notified within 24 hours of actual placement.</li> </ul> <p>Unit Train Cars:</p> <ul style="list-style-type: none"> <li>• No free time permitted.</li> </ul> <p>RSSM Cars (Loaded or Residue):</p> <ul style="list-style-type: none"> <li>• No free time permitted.</li> </ul> <p>Free time will be computed from the first Noon following the earlier of the actual placement or the first constructive placement of a car. Cars that are constructively placed (See Item 40) will have free time computed from the first Noon following the first constructive placement time.</p> <p align="center">(Continued in next column)</p>	<p><b>ITEM 350</b> [C]</p> <p align="center"><b>FREE TIME</b></p> <p>No additional free time will be added upon actual placement for cars that are first constructively placed. For the purpose of computing free time, Saturdays, Sundays and Holidays will be excluded. Cars whose free time expires at Noon on Friday (or the day immediately preceding a Holiday) will be considered to have no more free time and will accrue demurrage charges through the subsequent Saturday, Sunday and/or Holidays.</p> <hr/> <p><b>ITEM 360</b> [C]</p> <p align="center"><b>DEMURRAGE CHARGES</b></p> <p>After expiration of free time allowed, the following charges per car per day, or fraction of a day, including Saturdays, Sundays and holidays, applicable only to railroad-controlled cars, will be made to the Customer until car is released beginning at the first Noon following the expiration of Free Time:</p> <table border="1" style="width:100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th colspan="2" style="text-align:center;">Demurrage Rates – Railroad-Controlled Cars</th> </tr> </thead> <tbody> <tr> <td style="width:50%;">Intermodal Cars</td> <td style="width:50%;">Request quote</td> </tr> <tr> <td>Hi-Wide Dimensional Cars</td> <td>Request quote</td> </tr> <tr> <td>Unit Train Cars</td> <td>Request quote</td> </tr> <tr> <td>RSSM Cars</td> <td>\$1,500.00 per car per day</td> </tr> <tr> <td>All Other Cars</td> <td>\$60.00 per car per day</td> </tr> </tbody> </table> <p>Note 1: Cars are considered released only when notification is accepted and made effective by RVT pursuant to Item 330.</p> <p>Note 2: Days are charged in increments running from Noon on the given day to 11:59 AM the following calendar day.</p> <p>Note 3: Fractions of a day following the expiration of free time will be rounded up to the next whole day for computing demurrage charges owed (e.g. 2.5 days following the expiration of free time will be assessed at 3 whole days x \$60.00 per car per day = \$180.00).</p>	Demurrage Rates – Railroad-Controlled Cars		Intermodal Cars	Request quote	Hi-Wide Dimensional Cars	Request quote	Unit Train Cars	Request quote	RSSM Cars	\$1,500.00 per car per day	All Other Cars	\$60.00 per car per day
Demurrage Rates – Railroad-Controlled Cars													
Intermodal Cars	Request quote												
Hi-Wide Dimensional Cars	Request quote												
Unit Train Cars	Request quote												
RSSM Cars	\$1,500.00 per car per day												
All Other Cars	\$60.00 per car per day												
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>													

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<b>SECTION 4 STORAGE RULES AND CHARGES</b>							
<b>ITEM 400</b> [C] <b>PRIVATE CAR STORAGE CHARGES</b>							
After expiration of free time allowed, the following charges per car per day, or fraction of a day, including Saturdays, Sundays and holidays, applicable only to private cars, will be made to the Customer in the following situations:							
<ul style="list-style-type: none"> <li>• Private cars stored on railroad tracks or team tracks that are not subsequently loaded or unloaded by a Customer.                             <ul style="list-style-type: none"> <li>o Free Time: None.</li> <li>o Start time: First Noon following Initial storage Placement.</li> <li>o End time: Storage release by car owner/lessor.</li> </ul> </li> <li>• Private cars in constructive placement status on railroad tracks or team tracks.                             <ul style="list-style-type: none"> <li>o Free Time: Time allowed by Item 350.</li> <li>o Start time: First Noon following expiration of free time.</li> <li>o End time: Actual placement.</li> </ul> </li> <li>• Private cars in actual placement status on team tracks.                             <ul style="list-style-type: none"> <li>o Free Time: Time allowed by Item 350.</li> <li>o Start time: First Noon following expiration of free time.</li> <li>o End time: Acceptance of release from Customer.</li> </ul> </li> </ul>							
<table border="1"> <thead> <tr> <th align="center" colspan="2">Private Car Storage Rates – Private Cars</th> </tr> </thead> <tbody> <tr> <td>RSSM Cars</td> <td>\$1,500.00 per car per day</td> </tr> <tr> <td>All Other Cars</td> <td>\$25.00 per car per day</td> </tr> </tbody> </table>		Private Car Storage Rates – Private Cars		RSSM Cars	\$1,500.00 per car per day	All Other Cars	\$25.00 per car per day
Private Car Storage Rates – Private Cars							
RSSM Cars	\$1,500.00 per car per day						
All Other Cars	\$25.00 per car per day						
RVT will not pay time or mileage on private cars in storage.							
RVT expressly disclaims any and all liability for damage to or injury occurring from railcars, locomotive, cabooses, on-track equipment or other rail equipment while in storage status on RVT pursuant to the provisions of this Item.							
Private car owners or lessors that require secure storage facilities should contact the RVT General Manager to discuss available physical security options and rates.							
Note 1: Not applicable on private cars on private tracks.							
Note 2: Cars are considered released only when notification is accepted and made effective by RVT pursuant to Item 330.							
(Continued in next column)							

<b>SECTION 4 STORAGE RULES AND CHARGES</b>													
<b>ITEM 400 (Cont'd)</b> [C] <b>PRIVATE CAR STORAGE CHARGES</b>													
Note 3: Days are charged in increments running from Noon on the given day to 11:59 AM the following calendar day.													
Note 4: Fractions of a day following the expiration of free time will be rounded up to the next whole day for computing private car storage charges owed (e.g. 2.5 days following the expiration of free time will be assessed at 3 whole days x \$25.00 per car per day = \$75.00).													
<b>ITEM 410</b> [C] <b>OTHER RAIL EQUIPMENT STORAGE SERVICES</b>													
Subject to available capacity (as determined exclusively by RVT), RVT will store empty or loaded railroad-controlled cars or locomotives on railroad tracks subject to the terms contained herein at the following rates:													
<table border="1"> <thead> <tr> <th align="center" colspan="2">3rd Party Railcar Storage Rates</th> </tr> </thead> <tbody> <tr> <td>Empty Cars</td> <td>Request quote</td> </tr> <tr> <td>Loaded Cars</td> <td>Request quote</td> </tr> <tr> <td>Locomotives</td> <td>\$15.00 per locomotive per day</td> </tr> <tr> <td>On -Track Equipment</td> <td>\$10.00 per unit per day</td> </tr> <tr> <td>Empty Passenger Train Equipment &amp; Cabooses</td> <td>\$10.00 per unit per day</td> </tr> </tbody> </table>		3rd Party Railcar Storage Rates		Empty Cars	Request quote	Loaded Cars	Request quote	Locomotives	\$15.00 per locomotive per day	On -Track Equipment	\$10.00 per unit per day	Empty Passenger Train Equipment & Cabooses	\$10.00 per unit per day
3rd Party Railcar Storage Rates													
Empty Cars	Request quote												
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Locomotives	\$15.00 per locomotive per day												
On -Track Equipment	\$10.00 per unit per day												
Empty Passenger Train Equipment & Cabooses	\$10.00 per unit per day												
Time will be calculated from the initial time the equipment is placed into storage status until the time released from storage status by the car owner, storing rail carrier or other party responsible for placing the equipment into storage. Charges will start accruing at the first Noon following initial placement into storage status.													
RVT will store railroad-controlled cars only if the car owner, rail carrier or other party requesting storage enters into a written agreement to permit RVT to reclaim all car hire charges owed by RVT against the car owner, storing rail carrier or party requesting storage (as applicable).													
RVT expressly disclaims any and all liability for damage to or injury occurring from railcars, locomotive, cabooses, on-track equipment or other rail equipment while in storage status on RVT pursuant to the provisions of this Item.													
(Continued on next page)													

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

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<p align="center"><b>SECTION 4 STORAGE RULES AND CHARGES</b></p>	<p align="center"><b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS</b></p>
<p><b>ITEM 410</b> (Cont'd) [C]</p> <p align="center"><b>RAILCAR STORAGE SERVICES FOR NON-CUSTOMERS</b></p> <p>Storage clients that require secure storage facilities should contact the RVT General Manager to discuss available physical security options and rates.</p> <p>Note 1: This item does not apply to cars held in Constructive Placement status.</p> <p>Note 2: Days are charged in increments running from Noon on the given day to 11:59 AM the following calendar day.</p> <p>Note 3: Fractions of a day following the expiration of free time will be rounded up to the next whole day for computing private car storage charges owed (e.g. 2.5 days following the expiration of free time will be assessed at 3 whole days x \$15.00 per car per day = \$45.00).</p>	<p>AAR - Association of American Railroads            CBR - Coos Bay Railroad Operating Company, LLC (d.b.a. Coos Bay Rail Link)            CORP - Central Oregon &amp; Pacific Railroad, Inc.            FT - Freight Tariff            GRL - Gross Rail Load            PNWR - Portland &amp; Western Railroad, Inc.            RVT - Rogue Valley Terminal Railroad Corporation            UP - Union Pacific Railroad Company            YW - Yreka Western Railroad Company, Yreka Western Railroad Transportation Company, Flatiron Rail Inc. and/or their successors-in-interest</p> <p>[A] - Addition            [C] - Change            [I] - Increase            [NC] - Brought forward without change            [R] - Reduction</p> <p>(Underscored portion denotes addition/change)</p>