



**Indiana Business Railroad d/b/a
Union City Terminal Railroad**

FREIGHT TARIFF UCT 9000-A

(Replaces FT "UCT 9000 Original Issue" dated April 15, 2017 effective May 24, 2017)

**NAMING
DEMURRAGE AND STORAGE RULES AND CHARGES
AT LOCATIONS ON THE UNION CITY TERMINAL RAILROAD**

**THIS TARIFF APPLIES ON INTERSTATE TRAFFIC AND INTRASTATE TRAFFIC IN
THE STATE OF TENNESSEE**

**NOTICE
FOR GOVERNING CLASSIFICATIONS, SEE ITEM 10**

ISSUED: FEBRUARY 15, 2020

EFFECTIVE: APRIL 1, 2020

**ISSUED BY:
UNION CITY TERMINAL RAILROAD
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METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF

Changes to this Tariff may be made by issuing supplements. These supplements will show the action taken on each item, namely:

- ▲ Increase
- Change resulting in neither an increase nor a decrease
- ▼ Decrease

There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.

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GENERAL RULES, REGULATIONS AND NOTIFICATIONS							
ITEM	APPLICATION						
10	<p>LEGAL AUTHORITY</p> <p>This Tariff is pursuant to, <i>inter alia</i>, 49 USC 10746 and 49 CFR Part 1333.</p>						
20	<p>CANCELLATION NOTICE</p> <p>This tariff cancels Rates, Rules, Regulations and Charges published in Demurrage Rules and Charges and Storage Provision in the following Tariffs:</p> <p>UCT – Series 9000 Original Issue</p> <p>CN – All prior Tariffs for Union City, TN.</p>						
40	<p>LIST OF PARTICIPATING CARRIERS</p> <p>The following carriers shall be deemed to be participating carriers in this Tariff:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name of Carrier</u></th> <th style="text-align: left;"><u>AAR Accounting Rule 260</u></th> <th style="text-align: left;"><u>Reporting Mark</u></th> </tr> </thead> <tbody> <tr> <td>Union City Terminal Railroad</td> <td>Code Number 460</td> <td>UCT.</td> </tr> </tbody> </table>	<u>Name of Carrier</u>	<u>AAR Accounting Rule 260</u>	<u>Reporting Mark</u>	Union City Terminal Railroad	Code Number 460	UCT.
<u>Name of Carrier</u>	<u>AAR Accounting Rule 260</u>	<u>Reporting Mark</u>					
Union City Terminal Railroad	Code Number 460	UCT.					
60	<p>APPLICATION OF REFERENCED PUBLICATIONS</p> <p>The following Tariffs and Publications contain Rates, Rules, Regulations, Charges and Allowances specifically referred to in this Tariff or that may apply directly or indirectly along with the Terms of Demurrage, Storage and other matters that are covered in this publication.</p> <p style="padding-left: 40px;">BOE 6000 Series – Bureau of Explosives Rules OPSL 6000 Series – Official Railroad Station List RER 6414 Series – Official Railway Equipment Register RPS 6007 Series – Mileage Allowances and Rules RPS 6740 Series – Heavy Duty Flat Car Charges STCC 6001 Series – Standard Transportation Commodity Codes UCT 8000 Series – Switching and Accessorial Charges UFC 6000 Series – Uniform Freight Classification</p>						
70	<p>REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES</p> <p>Where reference is made in this Tariff, Items, Notes, The Glossary, Rules, etc. such references are continuous and include supplements to and successive issues of such Tariffs and reissues of such Items, Notes, and Rules.</p>						
80	<p>CONSECUTIVE NUMBERS</p> <p>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 the numbers shown. 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.</p>						
100	<p>GOLSSARY OF TERMS AND DEFINITIONS</p> <p>For the purpose of applying rules in this Tariff, the following are defined and shall govern.</p> <ol style="list-style-type: none"> 1. Accessorial Services: Services rendered such as demurrage, storage, switching, weighing, etc. which are in addition to the transportation service. 2. Actual Placement (PACT): When a car is placed in an accessible position for loading or unloading or at a point designated by Consignor or Consignee. 3. Assignee: A Consignor or Consignee who has requested and has been assigned cars to a specific pool of cars for their use. 						

GENERAL RULES, REGULATIONS AND NOTIFICATIONS	
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4.	Assigned Car: A car of any ownership specifically requested and assigned to a Consignor or Consignee from a pool of assigned service cars.
5.	Car Days: A twenty-four (24) hour period or fraction thereof commence at 0001 hours after actual or constructive placement until the car is released and available to Carrier.
6.	Carrier: The term “Carrier” as used herein means the Union City Terminal Railroad (UCT).
7.	Closed Gate: When a car cannot be placed on Consignee's siding at time of arrival due to siding having a locked gate, door and/or standing instructions not to place any car(s) unless the Consignee first contacts Carrier for placement instructions. All cars are deemed to be constructively placed at time of arrival.
8.	Consignee: The party to whom a shipment is consigned or the party entitled to receive the shipment. For purpose of this tariff, Consignee includes any person who receives railcars from a rail Carrier for unloading, as more specifically described in 49 CFR Part 1333.
9.	Consignor: The party in whose name cars are ordered. For purposes of this Tariff, Consignor includes any person who receives railcars from a rail Carrier for loading, as more specifically described in 49 CFR Part 1333.
10.	● Constructive Placement (PCON): When a car is consigned, or ordered to a private track and cannot be actually placed because of conditions attributable to the Consignor or Consignee, such car will be held at an available hold point and notice will be given the Consignor or Consignee that the car is held awaiting instructions. Car Days will begin if instructions to Carrier are not received before 0001 hours (see Car Days) of day following notification.
11.	Credit Day: Non-chargeable day. Credit can only be earned on those cars released to Carrier for further disposition.
12.	Cutoff Time: The designated time prior to a service window in which a switch request must be submitted in order to be fulfilled for the Consignor/Consignee to receive a switch during that service window. In the absence of another time designated by Carrier, the Cutoff Time shall be deemed 0000 hours.
13.	Designated Contact Person (DCP): The person designated by the Carrier to receive notification from the Consignor, Consignee or official their representative.
14.	Demurrage Day: A twenty-four (24) hour period (calendar day), or part thereof, commencing at 0001 hours after tender.
15.	Disposition: Information, including forwarding instructions or release, that allows the Carrier to either tender or release the car(s) from the Consignor’s or Consignee’s account.
16.	Diversions: An order provided by the Consignor instructing that a car or cars be delivered to a location other than the one indicated on the original forwarding instructions.
17.	Electronic Means: Any approved electronic device (i.e., email, telephone, text message, web-based system) used to communicate to UCT’s Designated Contact Person (“DCP”) the disposition of a car. The telephone number for Carrier's DCP is (573) 225-5597. The email for the DCP is brent.lee@indianabusinessrailroad.com .
18.	Empty Release Information: Advice provided by the Consignee to authorized Carrier personnel, that the car or cars is/are unloaded and available to pull. This notification must include: <ol style="list-style-type: none"> a. The identity of the Consignee, b. Name of the party furnishing the release information, c. Date and Time released, and d. Each Car Initial and Number being released
19.	Forwarding Instructions: A Bill of Lading (BOL) or other suitable order containing all the necessary information to transport the shipment to the final destination. BOL or other suitable order must be given to Carrier via Electronic Data Interchange (EDI) to UCT's DCP.
20.	Unit Train: Twenty-five (25) cars or more, moving under one BOL or Waybill.
21.	Unit Train Car Day: A twenty-four (24) hour period or fraction thereof commencing at the time of actual placement of all cars in the Unit Train (minimum of 25 cars).
22.	Unit Train Loading: The complete or partial loading of all cars supplied within twenty-four (24) hours of actual placement (PACT), observing conformity to Carrier's loading and clearance rules, including the furnishing of Forwarding Instructions.

GENERAL RULES, REGULATIONS AND NOTIFICATIONS	
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23.	Unit Train Tender: The notification of actual (PACT) or constructive placement (PCON) of multiple empty cars (minimum of 25 cars), placed on orders of the Consignor.
24.	Holidays: UCT holidays are defined, for purposes of this Tariff, as: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Day Before Thanksgiving, Thanksgiving Day and Christmas Day. (see Freight Tariff UCT 8000 Series, Item 290)
25.	Hold Point: The rail station where Assigned Cars are made available to the shipper.
26.	Lease Track: Track(s) assigned to a user by written agreement. Lease Track will be treated the same as private track.
27.	Loading: The complete or partial loading of a car in conformity with loading and clearance rules, and the furnishing of Forwarding Instructions.
28.	Notification: When required, written or verbal notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions.
29.	Open Gate: When a Consignee does not place any restrictions (physical or otherwise) on Carrier to place cars on their siding upon arrival.
30.	Origin Turnover: Origin Turnover occurs when a car is loaded, and a Consignor authorizes the Carrier to accept shipping instructions from another party, while the car is still at origin.
31.	Order Date: The date that the consignor requests empty car(s) to be furnished for loading.
32.	Ordered Placed: The date and time that a car is placed on a private track.
33.	Originating Storage: Originating Storage occurs when a railcar has been pulled loaded and is held on railroad owned tracks awaiting Forwarding Instructions.
34.	Private Car(s): A car bearing suffix “X” (other than railroad reporting marks) and which is not a railroad-controlled car.
35.	Private Track: A private track is: <ul style="list-style-type: none"> a. A track outside of Carrier’s right-of-way, yard and terminals, and of which Carrier does not own or lease 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 Carrier by the owner of the track prior to joint use; or b. A track or portion thereof owned or operated by Carrier that is used for storage of rail cars of Lessee through a written agreement. The joint use of a track by each of two or more parties must have written consent from Carrier prior to such joint use.
36.	Public Delivery Track: Any accessible track open to the general public for loading or unloading.
37.	Pull From Patron Siding (PFPS): The time when the Carrier pulls a car that has been released by customer from a private track or industry interchange.
38.	Railroad-Controlled Car: A car with railroad reporting marks (also known as a system car, or a foreign car). Or a car bearing other than railroad reporting marks that is either leased or controlled by a railroad.
39.	Reload: When a car is held for loading after being released as an empty. Reloading will be expressed (with cars unloading demurrage) from the date of tender to the date Forwarding Instructions are received.
40.	Reshipment: A new document by which the entire original shipment is forwarded in the same car(s) to another destination.
41.	Service Window: The designated block of time within a service day that Carrier has agreed to physically pull and place a customer's cars.
42.	Shipper Assigned Car(s): Specific empty car(s) assigned to a particular shipper for their exclusive use.
43.	Stopped in Transit: When cars are held en-route because of any condition attributable to the Consignor or Consignee, or owner of the lading.
44.	Storage Day: A 24-hour period, or part thereof.
45.	Tender: When Carrier gives notification that a car is available for unloading or loading by either actual or constructive placement to Consignor or Consignee.

GENERAL RULES, REGULATIONS AND NOTIFICATIONS	
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	<p>46. Time: Local time is applicable. Time is expressed based on the 24-hour clock. (EXAMPLE: 12:01 AM is expressed as 0001 hours.)</p> <p>47. Unloading (UNLD): The complete unloading of a car and notice from the Consignee that the car is empty and available to Carrier.</p>
200	<p>PAYMENT AND CREDIT TERMS</p> <p>Unless otherwise agreed to in writing, in advance of accruing charges, demurrage charges will be assessed against the online consignor at origin or online consignee at destination.</p> <p>Demurrage charges assessed must be paid in full and disputes for adjustment together with supporting documentation must be presented in writing to Carrier within fifteen (15) days after the date on which the invoice for demurrage is rendered.</p> <p>Disputes must be car specific and provided in writing. Disputes may be emailed to</p> <p style="text-align: center;">john.didomizio@indianabusinessrailroad.com or bill.gray@indianabusinessrailroad.com or</p> <p style="text-align: center;">Mailed to IBR's Administrative Office: Indiana Business Railroad, POB 6333, Evansville, IN 47719</p> <p>Any invoice which remains with an outstanding balance after fifteen (15) days shall be subject to a re-billing charge of two percent (2%) of the then outstanding balance due and owing as of the first calendar day of each calendar month until paid in full.</p>
210	<p>SECURITY DEPOSITS FOR PAYMENT</p> <p>A Security Deposit to ensure payment of any demurrage, storage or other accessorial charges that may accrue will be required from any Consignor or Consignee who:</p> <ol style="list-style-type: none"> 1. is not on the Carrier's authorized credit list; and/or 2. fails to pay demurrage, storage or other accessorial charges after specific written demand referred to in this Tariff. <p>The deposit must be paid in cash, cashier's check or money order before any car is delivered to such customer for loading or unloading.</p> <p>The deposit for each freight car must be in the greater amount of: \$500.00, or the maximum amount of demurrage, storage or other accessorial charges that accrued on any one (1) freight car for that Consignor or Consignee during the preceding twelve (12) months.</p> <p>The Carrier will refund the balance of the deposit to the Consignor or Consignee within thirty (30) days after the freight car is released to the Carrier after deducting all unpaid charges on that rail car. Such deposit will not be transferable to another freight car.</p> <p>Security deposits will no longer be required after the Consignor or Consignee has paid all outstanding demurrage, storage and other accessorial charges, and has given assurance to the satisfaction of the Carrier's credit office that future demurrage, storage and other accessorial charges will be paid within the prescribed credit period.</p>

GENERAL RULES, REGULATIONS AND NOTIFICATIONS	
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300	<p>NOTIFICATION TO CUSTOMER BY CARRIER</p> <p>1. The following notifications will be furnished as indicated:</p> <p>Cars to be delivered to Private tracks.</p> <p>a. Notification of constructive placement of all cars held on Carrier's tracks due to any condition attributable to Consignee or Consignor will be made by Electronic Means.</p> <p>b. Delivery of a car or cars upon Consignee's tracks will constitute notification.</p> <p>c. Delivery upon industrial interchange tracks of Consignee or party entitled to receive same will constitute notification.</p> <p>Cars to be delivered to Public Tracks</p> <p>Notice of arrival will be given to the party entitled to receive notification when car is actually placed.</p> <p>Refused Carload Freight</p> <p>When Carrier is advised of a refusal of car at destination, notice will be sent or given to Consignor or owner of lading.</p> <p>1. Notification information required to be provided:</p> <p>a. Car(s) Initial and Number</p> <p>b. If contents were transferred to another car en-route then the Carrier will furnish the car initial and number of both the original car and the replacement car.</p> <p>2. Methods and procedures for notification:</p> <p>Notification may be sent or given by telephone communication or Electronic Means (see Item 100).</p> <p>When Consignor or Consignee utilizes an electronic or mechanical device (either written, oral or keyed data form) notification left on such device will be considered as having been given to Consignor or Consignee, as of the date and time transmitted.</p> <p>The Consignor/Consignee is responsible for providing Carrier with correct contact(s) for notification purposes.</p> <p>3. Carrier will use reasonable efforts at providing notifications. Notifications are deemed as given when sent by Electronic Means or when deposited in the U.S. Mail. Carrier assumes no responsibility or liability for the failure of Consignor or Consignee to actually receive said notifications.</p>
350	<p>NOTIFICATION TO CARRIER BY CUSTOMER</p> <p>After Constructive Placement (PCON), Consignor or Consignee will have until 0001 hours of the next day (See Item 100 "Car Days") to furnish required instructions or information.</p> <p>If the Consignor/Consignee receives a Local Operating Plan Adherence (LOPA) failure notification, the Consignor/Consignee must resubmit order/release information.</p> <p>Notification by Electronic Means (see Item 100 "Electronic Means") will be considered as having been received by Carrier at date and time Consignee or Consignor furnishes Forwarding Instructions or notification that car is available for movement.</p>
400	<p>SITUATIONS WHEN RELIEF IS POSSIBLE</p> <p>Relief may be requested if the accrued car days are disputed by the Consignor or Consignee within five (5) calendar days from the date the cars are released.</p> <p>1. Weather Interference: When because of earthquakes, tornadoes, hurricanes, floods or heavy snow, the operations of the Consignor or Consignee are disrupted, the demurrage/storage calculations will be adjustment to account for the disruption, provided the disruption exceeds two (2) days in duration.</p>

GENERAL RULES, REGULATIONS AND NOTIFICATIONS	
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	<p>Any cars under Constructive Placement (PCON) on the date of disruption will also have car days adjusted to account for the disruption if the disruption is affecting the ability to actually place the car that is under PCON.</p> <p>2. Frozen or Congealed Lading: When at the time of placement, lading is frozen or congealed and requires heating, thawing, or loosening to unload:</p> <ul style="list-style-type: none"> a. Carrier will grant one (1) credit for each day under Actual Placement (PACT) that has its lading heated, thawed or loosened, with a maximum of two (2) credits. b. All cars under Constructive Placement (PCON) at the time the lading contained in a car that has been Actually Placed (PACT) is heated, thawed or loosened will receive an adjustment to Car Days to correspond with the cars that are Actually Placed (PACT), to the extent that the car(s) under PCON are in that status due to insufficient space at customer's facility. c. A customer desiring additional credits for unloading shall, prior to the expiration of ten (10) days, after the date on which the car was released, send or give Carrier a written statement certifying by car initial and number, that the lading required heating, thawing or loosening. d. Carrier will not provide relief for the day on which a car was actually unloaded as certified. <p>3. Strike Interference: When it is impossible to load, or unload or receive cars from or make cars available to Carrier because of strike interference at the point where the loading, or unloading or receipt of cars is to be accomplished, demurrage days will be charged at the rate of \$30.00 per day during the period of strike interference, provided:</p> <ul style="list-style-type: none"> a. The disruption exceeds five (5) days in duration during one (1) calendar month; and b. No management personnel or reduced workforce is available to perform work. <p>The provisions of this item will not apply to cars for unloading when waybills are dated four (4) days after the beginning of strike interference, and cars for loading when ordered after the beginning and prior to the ending of strike interference.</p>
450	<p>▼CAR AWAITING CUSTOMS INSTRUCTIONS, PAYMENT OF DUTIES</p> <p>Cars delayed on Carrier's tracks longer than twenty-four (24) hours, awaiting completion of car's documentation or payment of duties will begin to accrue normal demurrage and/or storage charges.</p>

SECTION 1 – DEMURRAGE AND CAR STORAGE RULES AND CHARGES	
ITEM	APPLICATION
500	<p>CARS SUBJECT TO DEMURRAGE</p> <p>All railroad-controlled cars held for or by Consignors or Consignees for any purpose are subject to demurrage rules and charges described in this Tariff, except as follows:</p> <ol style="list-style-type: none"> 1. Demurrage provisions in this Tariff will not apply when demurrage rules are provided in contracts or other private agreements (which contracts or agreements must be in writing and signed by both parties to same). 2. Private cars (other than railroad-controlled) are not subject to demurrage rules except when placed on Public Delivery Tracks for loading or unloading. 3. Assigned cars returned empty to point of assignment while subject to storage rules. 4. If a car is rejected within twenty-four (24) hours of Actual Placement (PACT), empty cars found to be unsuitable for loading.
550	<p>CARS SUBJECT TO STORAGE</p> <p>Charges Applicable</p> <ol style="list-style-type: none"> 1. Loaded and empty Private Cars held on Carrier's tracks under Constructive Placement (PCON) after notice of arrival is given to the Consignee or Consignor. Time accrues until the car is "ordered placed" (see Item 100) on private tracks. 2. Loaded and empty Railroad-Controlled Cars held on Carrier's tracks under Constructive Placement (PCON) after notice of arrival is given to the Consignee or Consignor. Time accrues until the car is "ordered placed" (see Item 100) on private tracks. 3. Loaded Private Cars held on Carrier's tracks waiting Forwarding Instructions from the Consignor. 4. Loaded Railroad-Controlled Cars held on Carrier's tracks waiting Forwarding Instructions from the Consignor. <p>Note 1: Cars will be held at a location of Carrier's choosing, convenient to Carrier's operations.</p> <p>Note 2: Consignor or Consignee shall additionally be assessed switching charges (per Freight Tariff UCT 8000 Series) when the car is moved from the holding location to the industry's track or from the holding location to outbound interchange.</p> <p>Charges Not-Applicable</p> <p>Car storage provisions do not apply to Private Cars (other than Railroad-Controlled) located on private or leased tracks.</p>

SECTION 1 – DEMURRAGE AND CAR STORAGE RULES AND CHARGES	
ITEM	APPLICATION
600	<p>RULES GOVERNING CARS HELD FOR LOADING</p> <p>Release</p> <ol style="list-style-type: none"> 1. A car is released: <ol style="list-style-type: none"> a. As of the date and time Carrier receives notification that the car is available to be pulled, and b. Forwarding Instructions are provided. 2. When Consignor does its own switching, the time a car is held for loading will commence once empty car(s) are placed on interchange tracks by Carrier, and will continue until: <ol style="list-style-type: none"> a. Car(s) are returned to an industrial interchange track, and b. Carrier receives Forwarding Instructions. 3. Cars found to be overloaded or improperly loaded while at origin will <u>not be considered released</u> until the load has been adjusted. <p>Note: The Consignor or Consignee shall adhere to the established cutoff times and have all switch requests submitted accordingly.</p> <p>Computation</p> <ol style="list-style-type: none"> 1. For Railroad-Controlled Cars - Car Days will be computed from the first 0001 hours (see Car Days, Item 100) after Tender until released with Forwarding Instructions. 2. For Private Cars – <ol style="list-style-type: none"> a. Car Days will be computed from the first 0001 hours (see Car Days, Item 100) until placement is made. b. A separate calculation for originating storage charges will be computed from the time the loaded car is pulled (PFPS) and held on railroad controlled tracks by Carrier without Forwarding Instructions to time of receipt of required Forwarding Instructions. 3. On cars placed prior to date for which ordered, Car Days will be computed from the first 0001 hours of the date for which the car was ordered until the car is released. 4. Empty cars placed without being ordered, will be considered as having been ordered and actually placed (PACT) on that day. <p>Car Day Credits</p> <p>One (1) Car Day Credit will be earned for each Railroad-Controlled Car released with Forwarding Instructions received.</p>
650	<p>▼RULES GOVERNING CARS HELD FOR UNLOADING</p> <p>Release</p> <ol style="list-style-type: none"> 1. A car is released as of the date and time Carrier receives notice that the car is empty and is available to be pulled. 2. A car that is unloaded and then reloaded is released when Forwarding Instructions are received by Carrier. 3. If a customer advises Carrier that an empty car is available to be pulled, but when Carrier arrives to pull the car and a release order has not been provided by customer, the empty pull timestamp represents release. <p>Note: Cars placed on interchange tracks of a Consignee that performs its own switching must also be returned to the same industrial interchange track for release.</p>

SECTION 1 – DEMURRAGE AND CAR STORAGE RULES AND CHARGES	
ITEM	APPLICATION
	<p>Note: The Consignor or Consignee shall adhere to the established cutoff times and have all switch requests submitted accordingly.</p> <p>Computation</p> <p>Car Days will be computed from the first 0001 hours (see Item 100 “Car Days”) after tender until release.</p> <p>Car Day Credits</p> <ol style="list-style-type: none"> 1. One (1) Car Days Credit will be earned for each car released from unloading. 2. One (1) additional Car Day Credit will be provided when the same car is reloaded with a revenue load. <p>(Example: When car is held for revenue loading after being emptied (in one continuous transaction) a total of two (2) Car Days Credit will be earned.</p>
700	<p>RULES GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING</p> <p>Applies to car(s) held</p> <ol style="list-style-type: none"> 1. On orders of the Consignor or Consignee, or 2. While awaiting Disposition from the Consignor or Consignee, or 3. Resulting from conditions attributable to the Consignor or Consignee. <p>Disposition</p> <p>That information, which allows Carrier to either tender or release the car from the Consignor's or Consignee's account.</p> <p>Release</p> <p>Date and time that Carrier receives advice that the car is released and Forwarding Instructions are given on cars.</p> <p>Computation</p> <p>Car Days will be computed from the first 0001 hours (see Item 100 “Car Days”)</p> <ol style="list-style-type: none"> 1. For cars partially unloaded or re-consigned – after Tender until Release, or 2. For Consignee-refused cars – after Tender until date of refusal, or 3. For a customer without credit – after arrival at final online destination until date of credit approval or received payment on non-credit car/shipper. <p>Credits</p> <p>No Car Day Credit will be earned for a car that is released.</p>

SECTION 1 – DEMURRAGE AND CAR STORAGE RULES AND CHARGES	
ITEM	APPLICATION
750	<p>RULES GOVERNING CARS IN UNIT TRAINS</p> <p>Refer to definitions applicable to Unit Trains (see Item 100 “Unit Trains”).</p> <p>Release</p> <ol style="list-style-type: none"> 1. Date and time Carrier receives advice by Electronic Means (see Item 100 “Electronic Means”), that all cars are available and Forwarding Instructions are provided. 2. Cars found to be overloaded or improperly loaded while at origin will not be considered released until the load has been adjusted. 3. For empty cars placed on interchange tracks of a Consignor that performs its own switching, the time for calculating Unit Train Car Days will also continue until cars are returned by Consignor to the same industrial interchange track. <p>Computation</p> <p>Gain Unit Car Days will begin immediately upon the completion of the Actual Placement (PACT) of any or all cars of the Unit Train (minimum of 25 cars) and will continue until the Unit Train is released.</p> <p>Car Day Credits</p> <p>One (1) Car Day Credit per Unit Train will be earned when Unit Train is released.</p> <p>Demurrage Calculation</p> <ol style="list-style-type: none"> 1. Total Unit Train Car Days will be added and days that a Consignor or Consignee is not serviced by Carrier. 2. If total Unit Train Car Days exceed one (1) then each car of the Unit Train will be charged \$75 for each day or fraction thereof that exceeds one (1). <p>Note: Unit Car Days include Holidays (see Item 100 “Holidays”).</p>
800	<p>●RULES GOVERNING STORAGE OF ASSIGNED CARS</p> <p>Notice of Arrival</p> <p>Notice will be given Consignor or Consignee within twenty-four (24) hours after arrival of car at Hold Point (see Item 100).</p> <p>Storage Days</p> <p>Chargeable storage days will commence from the first 0001 hours (see Item 100 “Time”) following Interchange Received (ICHR), notice of arrival or Constructive Placement (PCON) and continue until the car is ordered to be actually placed.</p> <p>Storage Rules</p> <ol style="list-style-type: none"> 1. Storage charges will be assessed against online Consignor or Consignee. 2. Settlement of charges will be made monthly on all cars ordered from storage during each calendar month. 3. Zero (0) Credit Days will be given on each car placed in storage. Storage charges accrue until the car is placed ordered to be placed. 4. Chargeable storage rate is \$60.00 per car per day. 5. Consignor or Consignee shall additionally be assessed switching charges, per applicable tariffs, when the car is moved from the holding location to the industry’s track or from the holding location to outbound interchange. 6. Demurrage charges shall also be assessed on Railroad-Controlled car(s) while held in storage.

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900	<p>● STORAGE OF RAILWAY EQUIPMENT MOVING ON OWN WHEELS</p> <p>Applicability This item applies to railway equipment held on Carrier's tracks that will or has moved on its own wheels as freight subject to transportation charges.</p> <p>Storage Days Commence</p> <ol style="list-style-type: none"> 1. At origin or en-route: From the first 0001 hours (see Item 100) following receipt of the equipment and continuing until a document is received by the Carrier containing all necessary information to Forward the equipment. 2. At destination: From the first 0001 hours (see Item 100) after Interchange Received (ICHR). <p>Storage Rules</p> <ol style="list-style-type: none"> 1. Unless otherwise advised, charges will be assessed to Consignor, if delays occurred at origin or en-route, or Consignee if storage days occurred at destination. 2. Settlement of charges will be made on an individual basis for equipment released from storage during each calendar month. 3. Zero (0) credit days will be allowed on each car released from storage. 4. Chargeable storage rate is in accordance with FT UCT 8000 Series Item 470.
950	<p>▼ DEMURRAGE AND STORAGE RULES</p> <p>Billing will be tendered by Carrier monthly for all cars released during a calendar month and will be made per customer, per station.</p> <ol style="list-style-type: none"> 1. Billing cannot be combined for customers having facilities at separate stations. 2. Car Day Credits and Car Day Charges for cars held for unloading or other purposes will be kept separately from cars held for loading. 3. Car Day Credits can only be used to offset Car Day Charges on the car under which they were earned. Any excess credits on an individual car cannot be carried forward in the calculation of demurrage or storage changes on any other car. 4. Where Car Day Credits earned on one car exceed Car Days on the same car, the car shall be deemed to be free of demurrage for that cycle. 5. Car Day Credits earned in one calendar month cannot be carried over to another month. 6. Demurrage and/or Storage charges will be assessed to Consignor at origin or Consignee at destination, as applicable. 7. All days' count, including Saturdays and Sundays. Except, Holidays will not be subject to demurrage (see Item 100 "Holidays"). 8. Demurrage or Storage charges will not be suspended while cars are in bad order, pull turn, or pull weigh status.

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1000	<p>DEMURRAGE AND STORAGE CALCULATION</p> <ol style="list-style-type: none"> 1. Car Days less Credit Days for each Railroad-Controlled Car will be added. Car Days are net of Holidays (see Item 100). 2. If total Credit Days equal or exceed total Car Days for any Railroad-Controlled Car, demurrage charges will not be assessed for that specific Railroad-Controlled Car. 3. The number of chargeable days will be assessed as shown in Item 1010. 																																										
1010	<p>DEMURRAGE AND STORAGE APPLICATION</p> <table border="0"> <thead> <tr> <th><u>Demurrage Application</u></th> <th><u>Loading Credit Days</u></th> <th><u>Unloading Credit Days</u></th> <th><u>Per Car Daily Charge</u></th> </tr> </thead> <tbody> <tr> <td>Railroad-Controlled Cars</td> <td>1</td> <td>1</td> <td>\$100.00</td> </tr> <tr> <td>Other than load/unload</td> <td>0</td> <td>0</td> <td>\$100.00</td> </tr> <tr> <td colspan="4"> </td> </tr> <tr> <th><u>Storage Application</u></th> <th><u>Loading Credit Days</u></th> <th><u>Unloading Credit Days</u></th> <th><u>Per Car Daily Charge</u></th> </tr> <tr> <td>Private Car-Empty</td> <td>0</td> <td>0</td> <td></td> </tr> <tr> <td>Private Car-Loaded</td> <td>0</td> <td>0</td> <td></td> </tr> <tr> <td>Railroad-Controlled Car-Empty (free of Car Hire)</td> <td>0</td> <td>0</td> <td><u>See Freight Tariff UCT 8000 Series Item 470 for details of charges</u></td> </tr> <tr> <td>Railroad-Controlled Car-Loaded (free of Car Hire)</td> <td>0</td> <td>0</td> <td></td> </tr> <tr> <td>Assigned Cars</td> <td>0</td> <td>0</td> <td></td> </tr> </tbody> </table>			<u>Demurrage Application</u>	<u>Loading Credit Days</u>	<u>Unloading Credit Days</u>	<u>Per Car Daily Charge</u>	Railroad-Controlled Cars	1	1	\$100.00	Other than load/unload	0	0	\$100.00	 				<u>Storage Application</u>	<u>Loading Credit Days</u>	<u>Unloading Credit Days</u>	<u>Per Car Daily Charge</u>	Private Car-Empty	0	0		Private Car-Loaded	0	0		Railroad-Controlled Car-Empty (free of Car Hire)	0	0	<u>See Freight Tariff UCT 8000 Series Item 470 for details of charges</u>	Railroad-Controlled Car-Loaded (free of Car Hire)	0	0		Assigned Cars	0	0	
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1012	<p>HAZARDOUS COMMODITIES</p> <p>For commodities listed below, the following provisions apply in lieu of Item 1010.</p> <p>For cars (loaded or empty residue) with Hazardous Material (other than TIH or PIH) held on Carrier's tracks a per car daily charge of \$100.00 will be assessed.</p> <p>Toxic Inhalation Hazardous (TIH) and Poison Inhalation Hazard (PIH) cars (loaded or empty residue) are not permitted on Carrier's tracks.</p>																																										
1015	<p>STORAGE OF EXPLOSIVE, HAZARDOUS MATERIALS, SUBSTANCES OR WASTE</p> <p>Subject to publication BOE 6000 Series – Hazardous Materials Regulations of the Department of Transportation. The hazardous material charge shown in Item 1012 will be in addition to demurrage and storage charges provided in Items 1010 and 1100</p> <p>In addition, if a customer causes cars to be held on Carrier's property in violation of 49 CFR 174.14, customer shall indemnify Carrier against all governmental fines incurred because of such violation. And any costs or losses arising from any release from such cars caused by defects in the cars, commodities being stored in railcars beyond car-tolerance limits, or acts of God such as hurricanes, tornadoes, earthquakes, fires, floods, etc., that occur while such cars are being held in violation of 49 CFR 174.14.</p> <p>Application</p> <p>This item applies to all cars held on Carrier's tracks (excluding leased tracks) containing:</p> <ol style="list-style-type: none"> 1. Class A, B or C Explosives, named in Part 172 Commodity List, Publication BOE 6000. 2. Hazardous materials, substances or wastes requiring the use of 4-digit identification number on shipping document. 																																										

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1100	<p>●LEASE TRACK OVERAGE</p> <p>In the event a customer decides with Carrier to have a lease track agreement at a certain location, and the number of rail cars described in the lease track agreement at that location exceeds the capacity of the track space allocated pursuant to the application lease track agreement, storage charges in accordance with Item 1010 will be assessed.</p> <p>No free time or credits will be allowed.</p> <p>Lease track excess is not provided relief against Holidays.</p> <p>Applicable intra-terminal, intra-plant or inter-terminal switch charges (see FT UCT 8000 Series) will be assessed when the cars are requested to be spotted or moved from the customer's plant track to the lease track for forwarding.</p>

END