

ST ATL 8500



# **ATLANTIC RAILWAYS**

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## **STORAGE TARIFF ATL 8500**

NAMING  
STORAGE RULES AND CHARGES,

APPLYING  
FROM, TO AND AT STATIONS ON THE  
ATLANTIC RAILWAYS SYSTEM

### **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: February 1<sup>st</sup> 2021**

**EFFECTIVE: March 1<sup>st</sup> 2021**

ISSUED BY

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

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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 60</b></p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the ATL to require at time of movement, shipment or delivery the prepayment or guarantee of charges, unless Customer has entered into an agreement for credit with the ATL. Customer will pay ATL immediately upon presentation of a bill therefor by ATL. If charges have not been prepaid, or customer has not entered into an agreement for credit with ATL shall not make delivery of the shipment without payment or guarantee by shipper or consignee of all charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p><b>FINANCE CHARGES:</b> The ATL 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 ATL.</p> <p>If ATL, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and ATL is successful in collecting such charges, Customers shall reimburse ATL for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>	<p><b>ITEM 75</b></p> <p align="center"><b>SECURITY DEPOSIT</b></p> <p>For customers who have established credit with the ATL, a deposit to secure payment of any freight, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>ATL 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 ATL. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of ATL's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>
	<p><b>ITEM 76</b></p> <p>Customers who have not established credit with ATL will be required to pay a deposit equal to the anticipated switch and interchange charges in effect at the time of initial storage before their cars will be accepted at interchange.</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not explained herein, see last page of tariff.</p>	

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SECTION 1 STORAGE OF RAILCARS	SECTION 1 STORAGE OF RAILCARS
<p><b>ITEM 110</b></p> <p style="text-align: center;"><b>HAZARDOUS MATERIALS</b></p> <p>Storage of Hazardous Materials or Railcars will not be accepted in interchange unless prior arrangements have been made AND approved with the ATL.</p>	<p><b>ITEM 150</b></p> <p style="text-align: center;"><b>EMPTY FREIGHT AND LOCOMOTIVES</b></p> <p><b>EMPTY NON-HAZARDOUS FREIGHT CAR:</b>            \$350 Per interchange            \$300 Switch into and out of Storage            \$4.00/Per car day, minimum 30 days per month, n/e 70ft            \$6.00/Per car day, minimum 30 days per month, &gt;70ft, n/e 90ft</p> <p><b>EMPTY HAZARDOUS FREIGHT CAR: (SEE ITEM 110)</b>            \$ [ICB] – Per interchange            \$ [ICB] -- Switch into and out of storage            \$ [ICB] /Per car day, minimum 30 days per month, n/e 70ft            \$ [ICB] /Per car day, minimum 30 days per month, &gt;70ft, n/e 90ft</p> <p><b>LOCOMOTIVE:</b>            \$800 Inbound - 4 AXLE            \$800 Outbound - 4 AXLE            \$1600 Inbound - 6 AXLE (see note)            \$1600 Outbound - 6 AXLE (see note)            \$25.00 per locomotive day 4 axle unit            \$35.00 per locomotive day 6 axle unit(see note)</p> <p><b>NOTE:</b>6 Axle units are generally not accepted, but other space in the system may be available for 6 axle locomotives. 6 axle locomotives require prior approval or they will not be accepted at interchange.</p>
<p><b>ITEM 120</b></p> <p style="text-align: center;"><b>RAILCARS CONSIDERED FUNGIBLE</b></p> <p>All railcars (except passenger cars and locomotives) being stored shall be considered fungible, and if Owner requests that less than the total number of cars in storage be removed from storage and delivered to interchanging carrier, ATL may move such individual Railcars as may be convenient. If Owner requires particular Railcars, ATL may, but is under no obligation to, provide such individual Railcars, but shall have the right to assess additional switch charges for such service</p>	
<p><b>ITEM 130</b></p> <p style="text-align: center;"><b>ALL STORAGE TO BE PREAPPROVED</b></p> <p>ALL EMPTY RAILCARS will be accepted and held in storage, BY PRIOR APPROVAL ONLY. Any empty cars received by ATL without ATL's prior knowledge and consent may be REJECTED, REFUSED IN INTERCHANGE, OR RETURNED TO SHIPPER ORIGIN. If in the event ATL must move the unauthorized car to access other cars accepted at interchange ATL will assess a switch charge of \$750 per car for non-hazmat railcars OR \$1500 per car for hazardous railcars; in addition to any and all other charges in connection with these cars.</p> <p>ALL CAR STORAGE IS SUBJECT TO SPACE AVAILABILITY.</p> <p>Consent &amp; agreement to take cars into storage must first be obtained, prior to billing the rail cars to ATL's system.</p> <p>To obtain authority contact:</p> <p>Atlantic Railways General Manager's office at 704-672-0531</p>	
<p><b>ITEM 145</b></p> <p style="text-align: center;"><b>FUEL SURCHARGE</b></p> <p>ATL May in its sole discretion add to any switch bill or switch settlement, fuel surcharges to offset costs. These will be calculated based on fuel burn rate of motive power utilized by ATL.</p>	<p><b>ITEM 160</b></p> <p style="text-align: center;"><b>LOADED FREIGHT CAR STORAGE CHARGES</b></p> <p>NON-HAZARDOUS:            Switch charges handled until ATL Freight Tariff as line haul and interchange            \$10.00/Per car day, minimum 30 days per month, n/e 70ft            \$10.00/Per car day, minimum 30 days per month, &gt;70ft, n/e 90ft</p> <p>HAZARDOUS: (SEE ITEM 110)            -ICB ONLY</p>
<p><b>ITEM 170</b></p> <p style="text-align: center;"><b>PASSENGER CAR STORAGE CHARGES</b></p> <p>\$1250 Inbound Switch            \$1250 Outbound Switch            \$20.00/Per car day, minimum 30 days per month, n/e 85ft            \$25.00/Per car day, minimum 30 days per month, &gt;85ft, n/e 90ft            \$35/Per Month Plus usage for shore-power connection (Where/when available - see note)</p> <p><b>NOTE:</b>When shore power services are available there will be a base charge per month regardless of days used in the month, plus a direct bill for usage in addition to base charge. This service may not yet be available</p>	
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<p><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>	<p><b>SECTION 2 SWITCHING RULES AND CHARGES</b></p>
<p><b>ITEM 180</b></p> <p><b>REMOVAL RATES</b></p> <p>If the passenger car or other rolling stock, must be removed from the rails and shipped out by truck or any other means, the following rates and rules apply:</p> <p>PROPERTY ACCESS RATE: \$1,000 - AFTER satisfying all legal and insurance requirements, which are as follows: All contractors must have a "Railroad Protective" Policy Endorsement OR the "Railroad Exclusion" waived from their liability policy. Either case must be approved, in advance, by the ATL Legal Department.</p>	<p><b>ITEM 200</b></p> <p><b>MOVING CARS IN STORAGE TO/FROM STORAGE TRACKS</b></p> <p>ATL will assess a charges listed above applicable to the type or status of car whenever the car is placed into or removed from storage for the customer. These charges will be in addition to any interchange charges assessed. See items 150, 160, and 170.</p> <p>If the car move is performed at the convenience of ATL for railroad purposes those moves will be performed at ATL Railroad's own expense.</p>
<p><b>ITEM 190</b></p> <p><b>RIGHT OF ENTRY</b></p> <p>This storage tariff DOES NOT give the owner the right of entry. Right of entry must be applied for and obtained in advance by contacting:</p> <p><b>RAILROAD GENERAL MANAGER AT: 1-704-672-0531</b></p> <p>AND</p> <p><b>ATLANTIC RAILWAYS POLICE DEPARTMENT AT: 1-803-756-3730</b></p>	
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<p align="center"><b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 4 ADDITIONAL TERMS AND CONDITIONS</b></p>
<p><b>ITEM 300</b></p> <p align="center"><b>DEMURAGE</b></p> <p>ATL will not assume nor be responsible for any car hire charges for railcars while stored on the ATL.</p>	<p><b>ITEM 400</b></p> <p>All charges in this tariff may be reduced upon negotiated contract rates. Please contact sales and marketing by dialing the railroad switchboard at 1-803-756-3710 select the option for sales and marketing.</p> <p>Switch and storage charges will be billed to and payable by OWNER/SHIPPER. The RAILROAD WILL NOT BE LIABLE FOR ANY CAR HIRE OR MILEAGE ACCRUALS.</p> <p>RAILROAD shall use its best efforts to interchange any outbound cars within thirty days after notification by e-mail, and receipt of billing by OWNER/SHIPPER, but all such movements are subject to the scheduling of RAILROAD, and RAILROAD makes no guarantees of delivery. In no event shall RAILROAD be liable for any delay occasioned by any cause beyond the reasonable control of RAILROAD, including, but not limited to, inclement weather, natural disasters, crossing accidents or derailments, labor disputes, governmental mandates, or other instances of force majeure. In the event RAILROAD is notified by OWNER/SHIPPER of an emergency situation and OWNER/SHIPPER requests that RAILROAD perform switching and/or interchange service of cars on days/hours outside of the normal work week, RAILROAD may, but is not required to, perform such service(s) and if it deems feasible and performs such service, will bill OWNER/SHIPPER for these services as follows.</p> <p><b>ITEM 410</b></p> <p align="center"><b>SPECIAL SWITCH SERVICE</b></p> <p>(outside days/hours of normal work week) will be at the rate of \$1,300.00 per occurrence, with a maximum time on duty of four (4) hours and will include the use of one (1) locomotive. Each hour or portion thereof, exceeding four hours on duty, will be billed at the rate of \$250.00/hour - total time on duty not to exceed twelve (12) hours. Use of each additional locomotive required will be at the rate of \$250.00 per hour with a (4) hour minimum.</p> <p>ATL provides storage space and is not a bailee. ATL assumes no liability for vandalism or other damage caused by third parties while cars are in storage. ATL assumes no liability for loss of or damage to lading of loaded/partially loaded cars in storage. Shipper assumes all risk of loss or damage to such lading and should arrange for such risks to be covered by their insurance</p> <p>The ATL reserves the right to institute lien proceedings on any stored railcar if any money owed ATL falls more than thirty (30) days in arrears. The ATL will also charge interest in the amount of 1% per day, or a \$1.00 per day minimum on all uncollected balances as well as ALL COSTS OF COLLECTION or the maximum allowed under South Carolina law.</p> <p>Note: No switching charges of any kind of any connecting carrier are included in these rates in any ITEM and if applicable, will be in addition to the charges noted. Additionally, any fees or charges billable to the ATL in order for it to complete the move(s) to or from interchange will be in addition to these rates, if applicable. (e.g. - bridge fees, haulage charges, trackage rights fees, etc.)</p>
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**SECTION 4  
STORAGE RULES AND CHARGES**

**ITEM 415**

**LIABILITIES GENERALLY**

Railroad's liability shall be limited to damage or destruction of any railcar and/or other rolling stock due solely to the negligence or fault of RAILROAD. RAILROAD shall not be liable for any loss, damage or destruction of any railcar or other rolling stock due to vandalism, or other third party action, or any natural disaster or act of nature, nor shall RAILROAD be liable for the loss of or damage to the contents or lading of any railcar or other rolling stock, regardless of negligence. RAILROAD is handling these railcars or other rolling stock for the purpose of providing track for storage, at the request of OWNER and/or SHIPPER, and OWNER and/or SHIPPER agrees therefore, that it is not entitled to the lading damage protection, which would ordinarily be available if these cars were being hauled as revenue loads.

ATL will have the right to place empty railcars or other rolling stock on any track it deems necessary and does not have to notify the owner and/or shipper each time a railcar is moved on the Railroad. RAILROAD shall have NO liability for the contents of any loaded/ partially loaded car or other rolling stock, or any residue remaining in or on Railcars stored as "empty". By interchanging such railcars as "empty", OWNER and/or SHIPPER agrees to indemnify and hold harmless RAILROAD and its officers, directors, employees, agents, insurers, parents, subsidiaries, other affiliated entities, and the officers, directors, employees, agents and insurers of all such affiliated entities, of and from any loss, liability, damages, fines, expenses, (including court costs and attorney fees), or other costs caused by or resulting from any leak, spill seepage, escape, or other release of any residue, load or partial load of any substance in or on any such railcar or other rolling stock delivered to RAILROAD. OWNER and/or SHIPPER hereby agrees that upon notification by RAILROAD it will at OWNER'S and/or SHIPPER'S sole expense, promptly clean up any residue, commodity or other material, which has leaked, spilled, seeped or escaped from the railcar onto the track or right of way of RAILROAD, or any adjacent property. In the event OWNER and/or SHIPPER does not clean up the leak, spill, seepage, or escape to the Satisfaction of RAILROAD, then RAILROAD shall have the right to clean up the leak, spill, seepage, or escape and bill OWNER and/or SHIPPER

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## EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ST - Storage Tariff  
ATL - ATLANTIC RAILWAYS  
[A] - Addition  
[I] - Increase  
[NC] - Brought forward without change  
[R] - Reduction  
[ICB] - Individual case basis

END