



CONDITIONS FOR MOVEMENT  
PRIVATELY OWNED RAILROAD CARS ON AMTRAK

AMERICA'S TRAINS INC. EXAMPLE

This document supersedes all tariffs and/or conditions for movement of privately owned railroad cars on Amtrak trains. Privately owned railroad cars may be moved on certain Amtrak trains as follows:

**A. GENERAL CONDITIONS**

- 1 Amtrak will at **Until repetitive Journeys by Rail on similar routes begin, a separate agreement is executed for each individual Journey; based on these tariffs and conditions, which may be renegotiated.** trains, but reserves the right to terminate the use of one of its trains or results in the removal of a car from service to accommodate the movement of cars private cars, between Amtrak trains. Private cars must be conducted in a safe manner and not to the detriment of Amtrak's other customers or operations.
- 2 Private Car Owners/Operators shall be fully cognizant of all appropriate safety rules and standards governing their conduct in and about railroad property and equipment. Passengers traveling on private cars must be made aware of these safety standards and the actions of the Owners/Operators should set the example for passengers and guests.
- 3 The instructions of Amtrak personnel are to be adhered to at all times.
- 4 Privately owned rail cars on Amtrak trains must be accessible to Amtrak operating crews and supervisory personnel responsible for Amtrak operations.
- 5 When occupied private cars are traveling on Amtrak, the following criterion applies:
  - a) A person-in-charge will be identified for all private car moves. The person-in-charge of the private car *must* be identified on the private car movement request form when it is submitted to Amtrak's System Operations Department and their name indicated on the *Passenger Name Record (PNR)*.
  - b) The person-in-charge of the private car *must* meet with the Conductor at the originating point of their trip and they *must* discuss the emergency plan for the private car. In addition, they *must* discuss the evacuation plan along with a method of communication in the event of an emergency.
  - c) The person-in-charge of the private car *must* also complete a new Form NRPC 3160 *Private Car Passenger Record* (see attachment 2) that identifies all passengers that will be on-board the private car. The person-in-charge will give the completed form(s) to the Conductor, who will place these document(s) in the *Train Collections Pouch*. If the NRPC 3160 form is unavailable, form NRPC 3085 *On-Board Passenger Record* may be substituted.
  - d) The person-in-charge of the private car *must* not be under the influence of alcohol or drugs throughout the trip.
  - e) In the event that a Private Car Owner cannot meet these requirements, Amtrak will provide an additional crew member to accompany the car at the Owners expense.
- 6 Private cars that are in the consist of a regularly scheduled Amtrak train should be afforded the same services that are provided to that train consist. This includes: water, wet ice and car wash where applicable.
- 7 Amtrak reserves the right to change the conditions and rates contained herein at any time. Movements confirmed prior to any such changes will be honored at the rates quoted at that time. Operating conditions may require changes in consist position, days of operation, routing, etc.
- 8 A written notice must be provided whenever a Private Car Owner allows another individual use of his/her private car. Authorization of this type of agreement must be submitted to Amtrak's System Operations Department prior to movement and if the person using the car defaults on payment, the Owner is liable.
- 9 Radios that have the capability of transmitting on frequencies that are assigned for use in railroad operations must only be used in the event of an emergency. All Owners/Operators/Persons-In-Charge must read the special instructions that govern the use of railroad radios by other than railroad employees (see attachment 3). They must understand and comply with these instructions and submit a signed copy of this document that will be kept on file in the Manager of Private Car Operations office in CNOC.
- 10 10. For the purposes of this tariff, the term "Owner" defines the Owner, Lessee or Operator of a Private Car.

**B. INSURANCE AND LIABILITY**

- 1 Owner shall assume all costs of repairs to or replacement of his/her equipment made necessary as a result of damage or destruction occurring while the private car(s) are on Amtrak trains or property or on the property of

another railroad.

2 Private Car Owners must procure and maintain the types of insurance specified below and provide a Certificate of Insurance giving evidence that the required insurance is in place prior to movement of the car:

- a) Workers Compensation Insurance complying with the statutes of the jurisdiction(s) in which the private car will be transported, covering Owner and all employees of the Owner if applicable. Employer's liability coverage with limits of liability of not less than \$1,000,000 each accident or incident shall be included.
- b) Property Insurance issued to and covering Owner's interest in the private car and its contents against all risk or perils of physical loss or damage. Amtrak is to be named as an additional insured as its interest may appear with respect to its care, custody, and control (including movement) of the private car. The limits under this policy shall be equal to Owner's declared replacement value of the private car.
- c) General Liability Insurance issued to and covering liability imposed upon the Private Car Owner with respect to the ownership, use and movement of the private car and with respect to all obligations assumed by Owner under these conditions. Products and completed operations, independent contractors, and contractual liability (with all railroad exclusions thereto deleted) coverages are to be included. Amtrak is to be named as an additional insured with respect to movement of the car, and the policy shall contain a waiver of subrogation against Amtrak. This insurance shall have combined single limits of not less than \$2,000,000 per occurrence.
- d) All of Owner's Insurance policies provided under the requirements of this section B. shall contain a waiver of all rights of subrogation against Amtrak, its operating carriers, station and terminal companies, its contractors and other railroads on whose right of way or property Amtrak operates, and their respective employees, agents, contractors or servants. Amtrak reserves the right to procure or require an Owner to procure, at Amtrak's option but at Owner's expense, Excursion Liability Insurance when Amtrak believes extraordinary liability circumstances exist.
- e) Certificates of Insurance shall be submitted to:
  - Amtrak
  - Manager
  - Risk Management
  - 60 Massachusetts Avenue, N.E.
  - Washington, DC 20002

3 Without a valid Certificate of Insurance on file, a movement request will not be accepted or considered.

4 By requesting movement of a private car:

- a) Owner agrees to defend, indemnify and save harmless Amtrak, its operating carriers, contractors, station and terminal companies, and their respective officers, employees, agents or servants (collectively, the "Indemnitees"), irrespective of any negligence or fault on their part, or howsoever the same shall occur or be caused, from any and all claims, liabilities, damages, or expenses of any kind, including attorneys' fees, for injury to or death of Owner's employees, agents, servants, passengers, invitees or contractors, and loss, damage or destruction to any of its or their property which would not have been incurred but for the use, occupancy, parking, storage, handling or movement of the car;
  - b) Unless the death, injury, damage, or destruction is caused by the negligent acts, errors or omissions of Owner, his employees, passengers, invitees, agents, servants, or contractors, Amtrak agrees to defend, indemnify, and save harmless the Owner from any and all claims, liabilities, damages, or expenses of any kind, including attorneys fees, for injury to or death of all persons other than persons identified in (a) above and for loss, damage, or destruction to all property other than property identified in (a) above, including for death or injury to employees of the Indemnitees or damage or destruction to the property of the Indemnitees.
  - c) The Owner shall ensure the compliance of all private car passengers and crew with the immigration and customs laws of each state and country from, through, and to which a private car is operated. The Owner will defend, indemnify and hold Amtrak harmless from and against any loss, damage or expense incurred or suffered by Amtrak due to any failure of such compliance. Amtrak shall have no liability for any loss, damage or expense incurred by the Owner, passengers or crew with respect to the obtaining of entry or exit documents or the compliance with any applicable laws.
5. Amtrak will assume no obligation or liability when a private car itinerary is turned down regardless of any advertised solicitation or representation made by the Owner, prior to Amtrak itinerary approval or when events beyond Amtrak's control prevent the movement of the car, including when an operating carrier refuses movement after the itinerary is approved. Likewise, Amtrak will assume no obligation or liability for the level of service provided by private car Owners/Operators to private car passengers.

### **C. STANDARDS AND INSPECTIONS**

1 Private Car Owners are responsible to ensure that their passenger equipment meets all applicable legal requirements, including the passenger equipment safety standards specified in Part 238 of Title 49 of the Code of Federal Regulations. Private cars must also meet Amtrak mechanical and engineering standards, which include successful completion of calendar day as well as periodic inspections. Amtrak will be the sole judge of acceptance; however, Amtrak will accept certifications from approved third parties. For details of Amtrak standards and requirements, please contact the Amtrak System Operations Department. Private Car Owners must maintain a copy of the inspection record and produce such documentation if requested by Amtrak or authorized regulatory personnel.

2 Private car inspections will be done at a facility and time mutually agreed upon between Amtrak and Owner. All costs associated with inspections will be borne by the Owner. The Owner shall pay Amtrak any costs incurred to perform emergency enroute repairs or provide other non-routine services requested by the Owner or that Amtrak determines are necessary to permit continued movement of a car.

3 Amtrak, where feasible, will provide running repair services at its facilities and provide cost estimates to the Owner prior to initiating repairs. Shop maintenance and/or overhaul may be also provided when and where feasible.

4 No movement request will be processed for private cars that have expired annual inspection dates 14 days prior to movement or for cars that will go out of date prior to the end of the trip that the movement request covers.

5 Fines and penalties assessed by any regulatory agency as a result of a failure to comply with applicable regulatory requirements will be the sole responsibility of the Private Car Owner.

### **D. MOVEMENT REQUESTS**

1 All requests for movement on Amtrak trains must be received in writing on a fully completed Amtrak Private Car Movement Request Form -NRPC 2208 (see attachment 1). Requests in compliance with these conditions may be made up to one year in advance but no later than 14 calendar days prior to the date of the first car movement. Amtrak will only honor requests for car movement from the Car Owner(s) or their authorized representative. The request must be transmitted to Amtrak, s System Operations Department.

2 Amtrak may, at its discretion, approve movement of private cars on trains that would not normally be allowed. Rates and other charges associated with such movements will be established by Amtrak and may differ from those shown under « Rates ». Certain other restrictions may apply.

3 Within 72 hours of receipt of a Car Movement Request, Amtrak s System Operations Department will notify the requestor that the movement request has been received. However, if the Owner/Operator has an outstanding balance that exceeds 30 days past due or, if the annual car administrative fee is due or, if their insurance coverage or mechanical inspections are not up to date, the Owner/Operator will be informed that the move will not be considered until all outstanding issues have been resolved.

4 Amtrak will notify the Owner/Operator of the approval or denial of any movement that is requested 30 calendar days or more before departure by the 14th calendar day prior to the commencement of the move. In cases of long lead-time requests (i.e. 60 calendar days or more in advance), Amtrak will provide a response indicating the feasibility of the movement within 30 calendar days of receipt of the request. Unplanned track work, service disruptions or other operational problems affecting Amtrak and/or the host railroads may result in last minute cancellations or changes to previously approved movements.

### **E. CHARGES, PENALTIES AND PAYMENT PROCEDURES**

1 Movements of private cars will be charged a mileage rate per car mile with a minimum charge, both as established by Amtrak and as shown under « Private Car Rates » on the following pages.

2 All charges are subject to revision or change.

3 The total private car invoice is payable in full, fourteen days prior to movement or within seven days of receipt of invoice. All subsequent movement requests will not be processed for anyone who has an outstanding balance of 30 days or more.

4 When Amtrak incurs any additional costs in order to switch a private car(s), these charges will be paid by the Owner/Operator. This includes but is not limited to using extra crews, retaining crews on overtime or calling crews early for their assignment.

5 When movement of a private car necessitates the addition of an extra locomotive, an additional charge will be assessed.

6 Changes to a confirmed itinerary that are requested by an Owner in writing, will be considered by Amtrak, if operationally feasible. A charge will be assessed when a change is made within 14 calendar days of the initial date

of movement for changes in date(s), train or itinerary, addition, reduction or substitution of car(s) (except where substitution is due to mechanical failure of the originally scheduled car) or partial cancellation. The penalties for such changes are detailed below:

14 calendar days or earlier before confirmed departure: No Charge.

7 to 13 calendar days prior to confirmed departure: 10 percent of total invoice.

1 to 6 calendar days prior to confirmed departure: 25 percent of total invoice.

7 In case of a billing dispute, the Owner must identify specific charges that are being disputed. A credit will be issued if disputed charges are found in Owner's favor. The request for a credit, with all applicable supporting documentation, must be submitted in writing no later than 30 days after the completion of that trip or 30 days after the invoice is received.

8 All Owners/Operators, who have an outstanding balance of over 30 days, will be charged a 2% per month late fee.

## **F. PARKING**

### **Overnight Parking**

1 A parking charge will be applied for each day a car is at a location/facility at 12:01 am. A grace period of up to 48 hours is granted when a private car is being delivered from a foreign railroad and when the exact arrival date cannot be determined.

2 Passenger occupied parking will only be allowed in approved Amtrak locations.

3 No parking charges will be assessed at transfer points or terminals when cars are being held for the earliest connecting train or when a car remains in the consist at a turn-around location.

4 Amtrak will provide private car parking at its locations, where economically and operationally feasible and shall attempt to make parking and switching arrangements, as requested. However, this is subject to the concurrence and the conditions imposed by an operating railroad or Amtrak facility. Amtrak reserves the right to refuse any request, where facilities and switch engines are not readily available or unusual costs or delays would be incurred. Amtrak will determine the availability of when and where cars may be parked or switched.

5. At selected Amtrak facilities, Amtrak may permit, at its sole discretion, overnight, monthly and short or long-term private car parking. Parking services may vary by location; however, the same rates will apply. Contact Amtrak's System Operations Department for further details.

6 Special Event Surcharges may apply and will vary depending on the location, services requested and the services available at a particular facility. Costs of additional indemnification will also be passed on to the car Owner/Operator.

### **Monthly Parking**

1 Is defined as parking at an Amtrak location for a period of 30 days in duration.

2 Parking services may vary by location; however, the same rates will apply.

### **Short Term Parking**

1 Is defined as parking at an Amtrak location for a period greater than three months and not to exceed six months in duration.

2 Parking services may vary by location; however, the same rates will apply.

3. A lease/permit for this service must be signed by the Owner/Operator and approved by Amtrak and will be billed on a quarterly basis.

### **Long Term Parking**

1 Is defined as parking at an Amtrak location for a period greater than six months.

2 Parking services may vary by location; however, the same rates will apply.

A lease/permit for this service must be signed by the Owner/Operator and approved by Amtrak and will be billed on a quarterly basis.

## **G. FUELING OF PRIVATE CARS**

1 If a private car requires fueling for a petroleum product (diesel or fuel oil), the Owner/Operator can either use a fuel vendor that is already under contract with Amtrak or select a fuel vendor that meets Amtrak's on-site fueling requirements. In either case, Amtrak must be provided with notice that fueling will be taking place. This requires information including the planned location for the fuel delivery, the name of the fuel vendor and if not, an Amtrak contracted vendor, a statement that the alternative fuel vendor meets all Amtrak fueling requirements listed in the next paragraphs. The Private Car Owner/Operator is also responsible for the clean up of any leak or spill of fuel

and appropriate notice, if necessary, to the applicable local, state and federal environmental agencies with copies provided to Amtrak.

2 Vendors providing fuel services must take all precautions to prevent any spillage during the transfer of fuel to the private car's petroleum storage tank. Private cars should only be fueled in an appropriate area with the use of drip pans or track pads, whenever possible. No fueling should take place near any storm drains or open water channels without the use of spill containment equipment.

3 Fuel vendors are required to provide, carry and use the following spill equipment: Suitable fueling containment funnel; 5-gallon bucket or collection receptacle; Oil absorbent materials; Compatible delivery equipment, including all fittings and adaptors.

4 The person-in-charge of the private car should be present when the car is being fueled by a vendor to insure that these policies are adhered to.

5 During the transfer of fuel to the private car, the fuel vendor must check the tank levels prior to fueling, continuously monitor the fuel delivery operation, never top off a tank, and make sure all equipment is in operating order and position the spill collection material around the fill pipe. The fuel vendor shall train their employees on the proper fueling technique for private car petroleum tanks and can use the Amtrak training video "Amtrak's Proper Locomotive Fueling Techniques" as part of this required training.

6 In the event of a spill, the fuel vendor must immediately cut-off fueling, use the spill equipment to contain and absorb the spill, immediately contact the Private Car Owner/Operator and Amtrak personnel on-site and complete the spill clean-up including the disposal of any contaminated soil, ballast or other material by a licensed hazardous waste firm.

#### **H. ANNUAL CAR ADMINISTRATIVE FEE**

1 An annual car administrative fee of \$250 per car is due between January 1st or 30 days prior to the first move for that private car in the calendar year. This is a per car fee and no multiple car discounts will be allowed.

2 No moves will be considered if this fee is not paid in full.

3 Each private car that operates on Amtrak must pay this fee and there will be no substitution of cars.

#### **I. FREQUENT TRAVELER OPTION**

1 A frequent traveler option is available for a special rate of \$1.90 per mile. This special rate is for the operation of a single car only, which operates between the same city pair (round trip) for five trips in a calendar year.

2 This special rate must be paid in full prior to the first move and there will be no refund if the car does not make these trips in the same calendar year.

3 Additional cars will operate under the regular tariff rates and there will be no additional discounts for multiple cars.

4 Substituting cars is not permitted.

#### **PRIVATE CAR RATES**

See attached Tariffs

This Addendum No. 2 to the CONDITIONS FOR MOVEMENT PRIVATELY OWNED RAILROAD CARS ON AMTRAK (the Tariff) will supersede the rates included in the Tariff dated June 1, 2007 and Addendum No. 1. Except as stated in this Addendum all terms and conditions of the Tariff dated June 1, 2007 will remain in effect.

The rates in this Addendum will be effective October 1, 2014.

	Private Car Rates
Base Mileage Rate (per car mile)	\$ 2.75
Additional Car Rate (per car mile)	\$ 2.10
Frequent Traveler Rate	\$ 2.50
Overnight Parking Rate	\$ 130
Overnight Parking Rate - Boston	\$ 300
Overnight Parking Rate - Portland	\$ 225
New Orleans Parking Surcharge	20%
Premium Daily Parking Rate - Chicago	\$ 500
Monthly Parking	\$ 2,625
Short Term Parking (per month)	\$ 1,970
Long Term Parking (per month)	\$ 1,315
Car Wash	\$ 165
Waste Tank Service	\$ 100
Special Terminal Switching - BOS-BON	\$ 330
Special Terminal Switching - NYS-HUD	\$ 330
Special Terminal Switching - NYS-NRO	\$ 330
Same Day Switch – Chicago	\$ 250
Additional Locomotive Fee (per mile)	\$ 4.25
Minimum Charge	\$ 1,315
Annual Administrative Fee	\$ 330

The Annual Administrative Fee will be waived for calendar year 2014. The Annual Administrative Fee will resume in calendar year 2015 at a rate of \$330 and will be subject to the Annual Rate Adjustment.

#### **Train Mileage Rate**

The Base Mileage Rate as stated in the rate table will be charged for movement of private cars

The Additional Car Rate will apply for additional cars moving under the same movement request and reservation. Private cars that are on the same train that have not requested to move together on a movement request will be charged the full rate per mile.

#### **Train Mileage – Frequent Traveler Option**

A frequent traveler option is available for a special rate per mile. This Frequent Traveler Rate is for the operation of a single car only, which operates between the same city pair (round trip) for five trips in a calendar year.

This Frequent Traveler Rate must be paid in full prior to the first move and there will be no refund if the car does not make these trips in the same calendar year.

Additional cars will operate under the regular tariff rates and there will be no additional discounts for multiple cars.

Substituting cars is not permitted

### **Overnight Parking**

Overnight Parking Rate (per car, per day) applies when a private car is at a location/facility at 12:01 am. A grace period of up to 48 hours is granted when a private car is being delivered from a foreign railroad and an exact delivery date cannot be determined. Additionally, no charge will be made at transfer points or terminals when cars are being held for the earliest connecting train or when a car remains with the consist at a turnaround location.

At certain locations, such as: Denver, Kansas City and Saratoga, Amtrak does not own the parking rights at those facilities. Therefore, the car Owner/Operator must contract with the owners of those facilities directly. Exceptions as stated in the rate table apply to parking at several Amtrak locations.

New Orleans Parking Surcharge as stated in the rate table will apply on the total cost of parking while in NOUPT.

Premium Daily Parking Rate is offered in Chicago for parking in the station.

### **Car Wash**

A car wash fee will be charged only if car is washed separately from the inbound or outbound train set.

### **Waste Tank Service**

A fee will be charged, when a private car has its septic system serviced by Amtrak. If an outside contractor performs this service, the private car Owner/Operator must arrange payment directly with the contractor and they must comply with all of Amtrak's environmental and safety regulations.

### **Terminal Switching Charges**

When Amtrak incurs any additional costs in order to switch a private car(s), these charges will be paid by the Owner/Operator. This includes, but not limited to crews on overtime or when an additional switch crew is required.

### **Special Terminal Switching**

A fee for movement to and from the specific locations will apply as stated in the rate table or when a separate switch crew is not required.

A Same Day Switch fee as stated in the rate table will be assessed for movement in Chicago between inbound and outbound Amtrak trains on the same day.

### **Additional Locomotive Fee**

An Additional Locomotive Fee will be assessed per mile, when an additional locomotive is required. This Additional Locomotive Fee also includes the move(s) required to position the locomotive prior to the move or to return the locomotive to its original location after the completion of a trip.

### **Minimum Charge**

A Minimum Charge per movement will be assessed.

### **Annual Administrative Fee**

An Annual Administrative Fee per car is due between January 1st or 30 days prior to the first move for that private car in the calendar year. This is a per car fee and no multiple car discounts will be allowed.

No moves will be considered if this fee is not paid in full.

Each private car that operates on Amtrak must pay this fee and there will be no substitution of cars.

**30 Day Past Due Balance Fees**

All Owners/Operators who have an outstanding balance of over 30 days will be charged a 2% per month late fee for each 30 day period that their payment is delinquent.

**Railroad Fees**

Will be based on switching, parking and other related fees that are associated with the movement or storage of a private/business car that is not directly billed to the Owner by the freight railroad. These fees will be added to the Amtrak charges and itemized accordingly on the private car billing worksheet.

**Additional Assistant Conductor Fees**

Will be based on crew hours paid by Amtrak where an additional Assistant Conductor is required. Fees will be determined accordingly.

**Liability Insurance (BELIP)**

Will be charged at the market rate.

**Special Event Surcharge**

Varies by event and location and will be priced accordingly. This includes major sporting events, conventions, film shoots, public relations opportunities and other special affairs or programs. The Amtrak System Operations Department must be notified of all special events that are to be held while on Amtrak or railroad property.

**Annual Rate Adjustments**

The rates in this Addendum will be adjusted annually based on the AAR Quarterly Index of Charge-Out Prices and Wage Rates (Table No. C), using the 4<sup>th</sup> Quarter United States, "Materials prices, wage rates and supplements combined (excl. fuel)". The rate adjustment will be effective on October 1 of each year beginning on October 1, 2015.