

**Provision Title: ITEM 9622.02-GRAIN TRAIN LAY DOWN CHGS-PVT EQUIP**

**Provision Category:**

**Item Number: 9622**

**GENERAL RULE ITEM 9622.02**

**Provisions of this item apply to loaded and empty Unit Trains of commodities as identified in the list shown above.**

As used in this item, Customer means a shipper, consignor, consignee, send freight party, care of party or the agent of any of the foregoing.

Customer must provide not less than 72 hours notice to UP for assignment of a Unit Train symbol. All requests for unit train symbols must be submitted to UP's NCSC at 800-365-4240. In the event a Customer fails to obtain a Unit Train symbol as outlined in this paragraph, free time will not apply. UP will hold the Unit Train and assess a Unit Train Lay-Down Charge, which will continue to accrue, until UP is able to provide a train crew and locate sufficient power to dispatch the Unit Train.

If the Unit Train is held for more than 6 hours due to:

- A. UP's inability to depart from origin with the Unit Train,
- B. Destination facility's inability to accept the Unit Train,
- C. Interchange point's inability to accept the Unit Train, or
- D. Customer, or its authorized representative, requesting UP hold the Unit Train short of any location, for any reason

Then Customer will be assessed a Unit Train Lay-down Charge beginning from when a train is first held as follows:

1. \$2,000.00 for the first 24 hours or fraction thereof the Unit Train is held plus an additional \$7,000.00 if the Unit Train is held longer than 24 hours; and
2. \$500.00 for each hour or fraction of an hour the Unit Train is held.

For trains that move in line haul service as a Unit Train but contain blocks of cars originating at multiple origins (also known as a sweep train) or destined to multiple destinations or interchange points (also known as an exploder train), a Unit Train Lay-down Charge may apply to each block of cars at any location, origin, destination or interchange point. The system car Lay-down Charge will apply to any Unit Train that contains at least 1 (one) railroad-owned or leased car.

The Unit Train Lay-down Charge will continue to accrue until UP receives notice from Customer to deliver the Unit Train to the billed destination facility.

**Example(s):**

At 1500 hours on Wednesday, UP receives a request to hold a Unit Train, or at that time UP determines that the billed destination facility is unable to accept the Unit Train, and a notice of release or request for placement is not received from the Customer until 2200 hours Wednesday, the Unit Train Lay-down Charge will be \$5,500.00 or (7 hours X \$500.00 = \$3,500.00, plus \$2,000.00).

At 1500 hours on Wednesday, UP receives a request to hold a Unit Train, or at that time UP determines that the billed destination facility is unable to accept the Unit Train, and a notice of release or request for placement is not received from the Customer until 1700 hours Saturday, the Unit Train Lay-down Charge will be \$46,000.00 or (74 hours x \$500.00 = \$37,000.00, plus \$2,000.00 for first 24 hours, plus additional \$7,000.00 if train is held longer than 24 hours).

For purposes of this item, a Unit Train shall mean a connected and consecutive set of railcars that were tendered for movement in service other than manifest. However, if the delay is due to a Loading Disability any Unit Train Lay-down Charge will not apply.

For the purpose of this item, "Loading Disability" shall mean any of the following events which are beyond the control of Shipper and/or Shipper's Agent and directly results in the inability to load a Unit Train at Origin or unload at Destination:

- a. An act of God
- b. Strike
- c. Lockout or other labor disturbance
- d. Riot or other civil disturbance
- e. Snow and/or ice accumulation sufficient to immobilize Unit Train operations and prevent loading or unloading of Unit Train
- f. Governmental acts of regulations
- g. Mechanical or electrical breakdown
- h. Explosion or fire in a Loading Facility then being utilized by Shipper